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**IDnum** 312    **Language** English    **Country** United States    **State** CA

**Union** AGMA (American Guild of Musical Artists)

### Local

Occupations Represented
Musicians, singers, and related workers

**Bargaining Agency** Los Angeles Master Chorale Association

**Agency industrial classification (NAICS):**

71 (Arts, Entertainment, and Recreation)

**BeginYear** 1999    **EndYear** 2003

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### Notes

### Contact

**Full text contract begins on following page.**

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LAMC and AGMA  
BASIC AGREEMENT  
FOR CONCERT SINGERS  
SEPTEMBER 1, 1999 - AUGUST 31, 2003

STANDARD CONCERT SINGERS BASIC AGREEMENT

THIS AGREEMENT dated as of the 1st day of September, 1999, by and between the AMERICAN GUILD OF MUSICAL ARTISTS ("AGMA"), a New York corporation having its principal office at 1727 Broadway, New York, New York 10019, and THE LOS ANGELES MASTER CHORALE ASSOCIATION ("EMPLOYER"), a California non-profit corporation, having its principal place of business at 135 North Grand Avenue, Los Angeles, California 90012.

WITNESSETH:

In consideration of the mutual agreements herein contained, the parties agree as follows:

SECTION I - DEFINITIONS

1. DEFINITIONS

Whenever used in this Agreement, unless otherwise provided, the following definitions shall govern:

(a) The City of Origination - The term "city of origination" shall mean the City of Los Angeles.

(b) Chorister - The term "Chorister" shall describe any ARTIST who sings as a member of the chorus whether employed under a Standard Artist's Contract of Employment ("Regular Chorister") or not ("Supplemental Chorister").

(c) Ensemble Soloist - The term "Ensemble Soloist" shall describe an ARTIST

who in addition to singing as a member of the chorus may also sing solo parts as assigned by the EMPLOYER.

(d) Soloist - The term "Soloist" shall describe an ARTIST who sings only as a soloist and is not a member of the chorus.

(e) Service - The term "Service" or "Services" shall refer to rehearsal, performance, recording, broadcast or costume call.

(f) Artist - Defined in 2(a).

## SECTION II - GENERAL

### 2. EMPLOYEES COVERED

(a) Artists The EMPLOYER hereby recognizes AGMA as the exclusive collective bargaining agent for Regular Choristers, ensemble soloists, soloists, dancers, narrators, stage managers and assistant stage managers, all hereinafter referred to collectively as "ARTISTS", employed by the EMPLOYER. The EMPLOYER agrees that AGMA represents, for collective bargaining purposes, a majority of the ARTISTS. References herein to Supplemental Choristers are for convenience only and both parties agree and recognize that AGMA is not the collective bargaining agent for the Supplemental Choristers. Provided however, AGMA shall have the right to file a grievance, and to pursue the grievance to arbitration under Paragraph 19, with respect to any allegation that the EMPLOYER failed to provided benefits hereunder to Supplemental Choristers.

(b) Supplemental Choristers The EMPLOYER is entitled to supplement the Regular Choristers with Supplemental Choristers only in any production in which the chorus is not fully staged, and in which seventy-six (76) or more Choristers are engaged as Regular Choristers. EMPLOYER shall pay each Supplemental Chorister for all concerts performed on the EMPLOYER'S season, an honorarium, per performance, for expenses of \$35 through August 31, 2001 and \$40 thereafter. In any production utilizing more than a total of one hundred and fifty two (152) Choristers, the total number engaged as Regular Choristers shall equal no less than half of the total number of all Choristers utilized in that production. In any work utilizing seventy-six (76) or fewer Choristers, all Choristers shall be Regular Choristers.

Rehearsals for Supplemental Choristers shall coincide with rehearsals of Regular Choristers employed for the same production. In no event shall Supplemental Choristers rehearse more hours for any production than Regular Choristers.

(c) Seasonal Roster of Regular Choristers Prior to the commencement of each season, the EMPLOYER shall establish a roster of seventy-six (76) Regular Choristers as a pool ("Roster") to be utilized for all productions during that season. Supplemental Choristers shall not be selected for any production during that season until all Regular Choristers from their Roster

shall have been offered an opportunity to be employed as Choristers in that production. If a production includes any work utilizing a chorus of more than seventy-six (76), and any work utilizing a chorus of seventy-six (76) or fewer, the EMPLOYER may utilize in the small chorus any Supplemental Choristers, who were designated for the portion of the production utilizing more than seventy-six (76) so long as they are employed under a SACE at the rate appropriate for the size of the group.

(d) Opera and Other Staged Productions

(i) Opera Productions In any opera production of the EMPLOYER in which the chorus is staged, or in any opera production of another producer for which the EMPLOYER provides Choristers, employment of all Choristers shall be subject to all of the terms and conditions of the AGMA/Los Angeles Opera BASIC AGREEMENT, which terms and conditions shall supersede any conflicting terms and conditions in this Agreement. A production shall be considered to be "staged" if Choristers are directed to perform any substantial choreography, substantial dramatic action, or are required to wear either wigs or theatrical makeup. At least seventy percent (70%) of all positions in each such opera chorus of another producer must be offered first to the Regular Choristers designated in the current Roster who have indicated that they wish to be considered for chorus work in that opera. The EMPLOYER agrees to use its best efforts to appoint to each opera chorus as many Choristers from the Regular Roster as possible, consistent with artistic considerations. The EMPLOYER shall furnish documentation in confidence to AGMA that the foregoing requirement has been met. The remaining opera chorus positions may be offered to any singer.

(ii) Other Staged Productions In any non-opera production of the LAMC or other producer, except for any opera company for which choristers are to perform substantial choreography or dramatic action, or to wear wigs or theatrical makeup, AGMA and the EMPLOYER agree to enter into good faith negotiations to determine the appropriate terms and conditions of employment (including wages) for such a production.

(e) Retention in Subsequent Seasons

(i) The EMPLOYER agrees that in determining whether a Regular Chorister shall be offered an appointment to the Regular Roster for any subsequent season, the Music Director shall give substantial consideration to retention of each Chorister in proportion to the length of time that the individual has been a member of the Chorale. It shall be the intention to continue the employment of any Roster Chorister with two or more seasons in the Chorale whose musicianship and artistic ability is/are suitable.

(ii) A Roster Chorister selected for any winter season shall be retained as such, during that winter season, except for extraordinary reasons, such as the physical inability to perform during that season. The Music Director shall counsel Choristers whose vocal, musical, or other deficiencies become apparent to the Music Director during the season.

(iii) In the event that prior to the beginning of any season the Music

Director determines that a Regular Chorister may not be invited to return as a Roster Chorister for the following season, the Chorister shall receive (A) notification in writing of the reasons, within ten (10) days of the conclusion of any audition, or of the Music Director's decision in the absence of an audition; (B) a re-audition and interview by the Music Director at a time not earlier than fourteen (14) days nor later than twenty-one (21) days after notification, unless both mutually agree to some other date, and (C) upon request by AGMA, a re-audition which shall occur before a panel consisting of the Music Director, a person selected by AGMA, and a person mutually selected by AGMA and the EMPLOYER ("Independent Party"). Any fee for the Independent Party shall be jointly borne by the EMPLOYER and AGMA. Prior to any final decision the Music Director shall confer with the AGMA representative and the Independent Party. The decision of the Music Director after consultation with said parties shall be final and shall not be subject to reversal through arbitration unless the arbitrator shall first find that considerations other than musicianship and artistic suitability contributed substantially to the decision not to continue the employment of said Chorister.

(iv) Roster Choristers, including those on authorized leave, must be given thirty (30) days notice of any auditions for re-engagement for the next season. At the time of any such auditions, the EMPLOYER shall notify all present and prospective Choristers of the projected date for announcement of the results of auditions. With respect to first offers, Choristers shall be allowed upon request a minimum of fourteen (14) days for response to an offer of appointment to the chorus for the following season. The EMPLOYER shall be deemed to have complied with the aforesaid thirty (30) day notice by (A) giving such notice at a regularly scheduled rehearsal, (B) posting such notice on a bulletin board regularly used for notices to Chorale members, (C) providing AGMA with a copy of said notice, and (D) for those Choristers on authorized leave, or for any other reason not present at said rehearsal, by mailing a copy to their last address as shown on the records of the EMPLOYER.

(v) Supplemental choristers shall be afforded the same benefits afforded Regular choristers in paragraphs (i) -(iv) above.

(vi) In order to ensure maintenance of musical standards, the EMPLOYER shall be entitled, no more often than once a year, to require Regular and Supplemental Choristers to audition for continuation in the Chorale. EMPLOYER shall announce any such auditions no later than January 10th and hold said audition no later than April 1st. The same audition process shall be used for both Regular and Supplemental Choristers. For the purpose of evaluating sight-singing ability in an audition, no Chorister shall be required to sing music in any clef or in any range/tessitura other than the customary clef and range/tessitura normally sung by that Chorister's voice part; provided however, that, if those singers auditioning for bass positions are asked to sing music notated on the treble clef, they shall be allowed, if they so request, to sing music notated on the bass clef. EMPLOYER shall give good-faith consideration to having all Choristers, during said audition, sing their normal voice parts in a quartet.

(vii) In advance of any such auditions, but in no event later than March 1st of each year, EMPLOYER shall notify all Choristers, in writing, of the solo and small-ensemble work scheduled for the next summer and winter seasons, to the extent then known. Should any

such solo or small ensemble opportunity arise subsequently, EMPLOYER shall promptly give similar notification thereof to all Roster Choristers. Should EMPLOYER hold any audition, other than the annual chorus auditions set forth above, for solo or small-ensemble work, every interested Regular Chorister shall be entitled to participate unless the Music Director advises the Chorister that his/her voice and/or musical abilities are unsuitable therefor. All Roster Choristers shall be given fair and equal consideration for employment in all solo and small-ensemble opportunities. For the purposes of this section, the term "small ensemble" shall denote a group of eighteen (18) or fewer singers.

(viii) EMPLOYER shall hold open auditions for the Educational Outreach Ensemble no less often than every two (2) years. No Chorister shall be engaged for a voice-part position (S/A/T/B) in the Outreach Ensemble that is not the voice part that the Chorister regularly sings in the full Chorale, unless no Regular or Supplemental Chorister in that vocal section auditions for that position.

(ix) A member of the current roster selected by the Singer's Committee shall be given an opportunity to observe all auditions. The role of such person shall be solely that of observer.

(f) Leaves of Absence

(i) No more often than once each three (3) years, any Chorister who has been a member of the chorus for at least three (3) winter seasons shall be entitled, upon written request before May 1st of any year (or later in case of circumstances not reasonably foreseeable), to a leave of absence of a complete season. When a Chorister advises the EMPLOYER in writing that he/she desires to rejoin the chorus for the season next succeeding the leave-of-absence season, he/she shall be given preference in re-engagement over any singer of the same vocal section and in the same category (Regular or Supplemental) who has not been with the chorus in the same category for at least three (3) winter seasons, and who is not clearly of superior merit to the rejoining Chorister, subject to any generally required re-audition.

(ii) No more often than once a season, a Chorister who has been a member of the chorus for at least two (2) winter seasons shall be entitled to an unpaid leave of absence on account of his/her serious health conditions (as defined under the California Family Rights Act "CFRA"), of up to six (6) months in duration, and shall be subject to reinstatement as provided by the CFRA, provided that the Music Director does not find that said Chorister's vocal skills have deteriorated to less than an acceptable professional standard.

(iii) No more often than once a season, a Chorister who has been a member of the chorus for at least two (2) winter seasons shall be entitled to an unpaid leave of absence of up to four (4) months on account of his/her need to care for Chorister's newborn child or a child placed with the Chorister for adoption or foster care, subject to reinstatement as provided by the CFRA.

(iv) EMPLOYER shall give reasonable consideration to requests for leaves for other reasons or other durations than listed above.

(v) When necessary to comply with the foregoing leave-of-absence provisions, EMPLOYER shall have the right to displace any Chorister who has been engaged to replace a Chorister on leave of absence.

(g) Right to Refuse Production At the time of the initial offer of appointment for a season, any Chorister who has been a member of the chorus for two (2) or more winter seasons shall have the right, without penalty, to decline to participate in: (i) any production occurring during the summer, (ii) if a Regular Chorister, any production utilizing less than the entire Regular Roster or, if a Supplemental Chorister, any production utilizing less than the entire chorus; (iii) one production of the EMPLOYER's regular season; and (iv) one production of the winter season of the Los Angeles Philharmonic Association ("LAPA"); provided however, that only the first twelve percent (12%) of the Regular Choristers for a production during the winter season to give written notice to the EMPLOYER, within fourteen days of the initial offer, shall have the absolute right without penalty to decline any production in (iii) or (iv) above. The EMPLOYER agrees to give favorable consideration to additional requests to be excused from specific productions whenever consistent with artistic standards. Before a replacement is selected, the EMPLOYER shall notify any Chorister whose initial statement of availability in response to an offer of appointment is deemed inadequate, and shall give the Chorister no less than ten (10) days to reconsider and possibly revise his/her statement of availability.

### 3. APPLICATION OF BENEFITS

The EMPLOYER agrees that the provisions of this Agreement shall apply to and inure to the benefit of all ARTISTS employed by the EMPLOYER, directly or indirectly, or through agents or independent contractors, notwithstanding anything herein to the contrary.

### 4. PARTIES BOUND BY THE AGREEMENT

(a) This Agreement shall be binding upon and shall inure to the benefit of the signatories hereto and all parties who by reason of merger, consolidation, reorganization, sales assignments, transfer, or the like, shall succeed to or be entitled to a substantial part of the business of any signatory.

(b) Whenever the EMPLOYER agrees in principle to furnish ARTISTS for a production(s) of any other producer, such as the Los Angeles Philharmonic Association (LAPA) or the Los Angeles Opera, the EMPLOYER shall execute as soon as possible a written agreement between the other Producer and the EMPLOYER that sets forth the number of ARTISTS to be employed, and the number in each vocal section if less than the entire roster is to be used; the proposed schedule and proposed location of all services; and the work(s) to be performed. Such agreement shall also contain the following language:

"The Los Angeles Master Chorale and [the producer] agree to comply with the terms of the Basic Agreement between the LAMC and AGMA, and should any ARTIST engaged hereunder, or should AGMA file a grievance under the Basic Agreement, over an act or omission of either party to this Agreement, that party shall be a party to the grievance and arbitration procedure, and

bound by the decision of the Arbitrator."

Promptly upon the execution of said agreement the EMPLOYER agrees to furnish a signed copy of the agreement to AGMA, but not later than two (2) weeks after execution. EMPLOYER agrees to hold no service for another Producer nor to request any Chorister to sign a contract or to indicate his/her availability for any service for such producer in the absence of such a signed agreement covering such production.

## 5. MEMBERSHIP IN AGMA

(a) It shall be a condition of employment that all employees of the EMPLOYER covered by this Agreement who are members of AGMA in good standing on the date this Agreement is executed shall remain members in good standing. It is also a condition of employment that all employees covered by this Agreement and employed on or after the date this Agreement is executed shall within thirty (30) days following the first service on which they are employed by the EMPLOYER become and remain members in good standing of AGMA. "Membership" and "Good Standing" as used in this paragraph 5 shall mean the tender of AGMA's uniformly required initiation fees and periodic dues. Nothing contained within this Agreement shall contravene the existing or future state or federal law.

(b) EMPLOYER shall use its best efforts to enforce the requirements of this paragraph. When requested by AGMA (normally in September and March), EMPLOYER shall require each such covered employee to offer proof of such membership and good standing by presenting to representatives of EMPLOYER and AGMA a valid AGMA membership card for the then current dues period, or such other proof as is acceptable to AGMA. Whenever the EMPLOYER intends to, or does, hire a covered employee for the first time, or rehire a covered employee after the lapse of six (6) months or more, EMPLOYER shall, prior to the beginning of the season, or immediately upon initial employment, if later, furnish AGMA's local representative with the name, social security number, telephone number, and address of said employee, and shall require as a condition of employment such proof of membership and good standing of such covered employee for any production for which he/she is required to become and remain a member in good standing in accordance with subparagraph (a) above.

(c) EMPLOYER shall keep an up-to-date record of addresses and telephone numbers of all Regular and Supplemental Choristers, shall furnish such information to AGMA at the beginning of each season, and shall promptly give AGMA such information each time the EMPLOYER adds an ARTIST to the chorus or is informed of updated information for a chorister. An annual directory of all Choristers, including their addresses and telephone numbers, except for those who state in writing that they do not wish to be included, shall be provided each Chorister within four weeks of the first winter season rehearsal.

## 6. INITIATION FEES AND DUES

(a) 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 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 his or her said written assignment and such deductions shall continue thereafter with respect to each and every subsequent wage payment to be made to each such ARTIST during the effective term of said written assignment.

No later than the deadline for payment to the ARTIST of related wages as provided in Paragraph 12 below, the EMPLOYER shall remit to AGMA, by check drawn to the order of the American Guild of Musical Artists, the total amount of all deductions made during the said period for all such 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.

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 using the following form:

<u>Social Security #</u>	<u>Name</u>	<u>Gross</u>	<u>Initiation Fee</u>	<u>Basic Dues</u>	<u>Reinstatement Fee</u>	<u>2% Working dues</u>	<u>Delinquent working Dues</u>
000-00-0000	AGMA Artist	0,000.00	000.00	00.00	00.00	000.00	000.00

(b) No other deductions shall be made from any ARTIST’s compensation.

7. DISCRIMINATION FORBIDDEN

(a) No Discrimination for Union Activity There shall be no discrimination or reprisal by the EMPLOYER, or its representatives, or any other person connected with management or music direction against any ARTIST, other person, or labor organization for any AGMA activity including but not limited to, assertion of rights under this contract. Furthermore, the aforesaid representative shall not engage in conduct which will discriminate against persons on the basis of particular political beliefs or other opinions or beliefs, physical characteristics, race, religion, national origin, sex, sexual orientation, age, union affiliation, union activity, or other employment.

(b) No Solicitation of Services for Other Employer No ARTIST shall be solicited or required by the EMPLOYER or its representatives, as a condition of employment with the EMPLOYER, to render any services for any other employer as a chorister, soloist, or in any other way, nor shall any artist be given preference as a result of services rendered or to be rendered for another employer, or as a result of anything other than his/her professionalism, competence and suitability as a performer.

(c) Discriminatory Practices No ARTIST shall be required to appear in any theater or place of performance where discrimination is practiced against the ARTIST or patron because of race, creed, color, or sex as to admission or seating arrangements, nor will ARTIST be lodged in hotels or required to eat in restaurants where such discrimination is practiced, if the EMPLOYER knew or, under the circumstances, should have reasonably known about said discrimination. This right shall be waived if the ARTIST is given notice of such discriminatory practice and fails to advise the EMPLOYER within forty-eight (48) hours thereafter that he will refuse to appear, eat at, or be lodged in such facility.

(d) Voluntary Work by Choristers The EMPLOYER shall have the right to post notices advising Choristers of the opportunity to volunteer, without pay or at less than the hourly rehearsal rate specified herein, for work in the Chorale office or at a rehearsal, provided that a copy of said notice first shall have been provided to the AGMA Delegate by mail, facsimile, or personal delivery. Said notice shall contain a statement that anyone volunteering shall be doing so at his/her own individual discretion and there shall be no reward for volunteering, nor any negative consequence for declining to volunteer. Other than posting said notice and reading the notice to the Choristers as a group, the EMPLOYER shall not, orally or in writing, request any Chorister to volunteer, without the prior approval of AGMA. This paragraph does not prohibit the EMPLOYER from accepting any Chorister's offer to volunteer services, which offer is not in response to the posting procedure referred to above. No less often than every two (2) months the EMPLOYER shall make best efforts to provide AGMA with a list of names of any Choristers who volunteer.

(e) Professional Standards

(i) The Choristers, Music Director, and staff of the EMPLOYER shall conduct themselves in a professional manner at all times in their relations with one another. All parties recognize that remarks which disparage the abilities or character of the foregoing are detrimental to good morale, tend to impair the concentration necessary for an efficient use of rehearsal time, and may degrade the musical product.

(ii) AGMA and the EMPLOYER recognize the importance of making the most efficient use of the limited amount of time generally available for rehearsals. All parties should strive to avoid comments or behavior that would tend to detract from the efficient conduct of the rehearsal.

(iii) EMPLOYER shall adopt measures to improve the efficiency of rehearsals, within the constraints of resources available, as set forth below:

(A) The EMPLOYER shall provide Choristers musical scores which are marked with appropriate rehearsal letters and/or bar numbers conforming with those in the conductor's and orchestral scores to be used, when such scores are reasonably available, and with all cuts and important interpretive/expressive instructions of the conductor of the concert, and with all standing and sitting cues; in the alternative, the EMPLOYER shall distribute, with the musical scores, printed instructions for said markings, or the information may be orally

provided at rehearsals;

(B) distributing to Choristers a list of works to be performed (including encores), in performance order, by the first rehearsal of any program that is comprised of more than five (5) separate works;

(C) To the extent reasonably available, prior to the rehearsal, posting or distributing in writing the proposed order of repertoire to be rehearsed; and

(D) When reasonably available, distributing in advance of the first rehearsal for each program a guide for pronouncing foreign languages on that program, together with English translations of the foreign language text.

## 8. STANDARD ARTIST'S CONTRACT FOR EMPLOYMENT ("SACE")

(a) ARTISTS shall be employed on a single performance basis as set forth in this Agreement and shall be required to execute a SACE.

(b) All contracts and agreements made by the EMPLOYER with ARTISTS employed under this Agreement shall conform in every respect to all the provisions of this Agreement and shall be executed only on the SACE form appended to this Agreement as "Exhibit B". However, the names of all choristers appearing in a performance may be entered upon one SACE, and shall be as binding on the ARTISTS and EMPLOYER as if each executed a separate SACE. Each SACE shall list each production covered and the date of the schedule of services covered.

(c) The SACE shall be executed in triplicate; the original copy to be retained by the ARTIST, the duplicate by the EMPLOYER, and the triplicate to be filed with AGMA. In the event of an SACE executed by more than one ARTIST, the original shall be filed with AGMA promptly after execution. All SACE's for soloists and ensemble soloists shall be kept confidential by AGMA and the EMPLOYER.

(d) SACE's may contain such additions or modifications as may be agreeable to the EMPLOYER, to AGMA and to the ARTIST concerned but in no event shall terms of any contracts be inconsistent with this Agreement or less favorable to such ARTIST.

(e) EMPLOYER shall mail or circulate such contract for signature by ARTIST as early as practicable, but no later than the first rehearsal for a production, except that any ARTIST who is to perform as a soloist or ensemble soloist shall be furnished such contract at least thirty (30) days prior to the first performance of such production. In the event that the EMPLOYER has not circulated the SACE for signature by the end of the first rehearsal for a production, the ARTIST may thereafter, without being dropped from the call, decline to take part in any subsequent rehearsal or performance of the production until EMPLOYER shall have furnished a SACE for his/her signature.

(f) If an ARTIST who has signed a SACE is subsequently assigned duties

qualifying him for a higher salary category, the ARTIST shall be signed to a new contract stipulating the new category and compensation not later than one (1) week following the assignment of the additional duties. The new rate of compensation shall become effective as of the date the additional duties are assigned.

(g) The EMPLOYER may stipulate in the SACE that the ARTIST must maintain a neat and clean appearance at all times.

9. WAIVERS

The EMPLOYER agrees that no waiver by any ARTIST of any provision of this Agreement or of any contract between any ARTIST and the EMPLOYER shall be requested by the EMPLOYER or be effective unless the written consent of AGMA to the making of such request of such waiver is first had and obtained and the EMPLOYER further agrees that nothing in this Agreement shall be deemed to prevent any ARTIST from negotiating for or obtaining better terms than the minimum terms provided for herein.

10. ASSIGNMENT OF ARTIST'S CONTRACT

The EMPLOYER agrees that the SACE between any ARTIST and the EMPLOYER may not be assigned or transferred to any individual or corporation unless the written consent of AGMA, which shall not be withheld unreasonably, and the ARTIST concerned, shall have been endorsed on the face of the contract or the transfer or assignment thereof. Any attempt to assign or transfer said contract without such written consent shall be deemed null and void.

11. CONTRIBUTIONS TO EMPLOYER PROHIBITED

(a) Without the express written permission of AGMA, no officer, director, supervisory employee or agent of the EMPLOYER shall act as a manager, agent, or personal representative of any ARTIST employed by the EMPLOYER, or receive, directly or indirectly, any compensation or remuneration of any kind or nature whatsoever from any ARTIST employed by the EMPLOYER.

(b) The EMPLOYER agrees that no ARTIST will be solicited or required to make any payments or contributions of any kind or nature whatsoever, or to have such payments or contributions made by any other person, firm or corporation to or for the benefit of the EMPLOYER or anyone else or to perform as an employee or individual contractor for any other employer, in order to acquire or continue employment by the EMPLOYER, or as a condition of acquiring or continuing such employment or any preferment in such employment, and the EMPLOYER agrees that it will not accept or receive any such payments or contributions.

12. PAYMENT OF SALARIES

(a) The EMPLOYER may elect to pay for services under this Agreement after the date of a performance provided that such payment shall be mailed or personally delivered to the ARTIST not later than ten (10) days after the date of: (1) a program performed hereunder, or (2) at the EMPLOYER's election, the last performance of a series of identical performances of a program which have been performed within a seven (7) day period. Notwithstanding the foregoing, for work performed after January 1, 2000, said ten (10) day period shall be extended by one (1) day for every Saturday, Sunday, or Legal Holiday beyond two (2) such days that fall within said ten (10) day period.

(b) All overtime payments, penalty payments or any other payments which arise separate and apart from single performance minimum salaries shall be paid by the EMPLOYER to the ARTIST no later than ten (10) days following the week the liability arises.

(c) All payments required to be made by the EMPLOYER to the ARTISTS shall be in the legal tender of the United States.

(d) Every payment to the ARTIST shall be accompanied by a statement specifying the name(s) of the producer(s), each type of deduction made, and the nature of each special payment, as well as separate totals for performance, rehearsal, broadcast fee or other special payment(s), and each deduction. EMPLOYER, together with the assistance of AGMA, will make reasonable efforts to improve the current method of providing payroll information, with the goal of providing the names of the production(s), the date of each performance, the number of rehearsal hours at each rate of pay, and the dates of the first and last rehearsals for which payment is being made.

(e) All monies withheld by the EMPLOYER for the benefit of AGMA from any ARTIST's pay shall be paid to AGMA no later than two (2) weeks after payment is made to the ARTIST.

### 13. ARTIST'S CLOTHING

(a) The EMPLOYER agrees to reimburse the ARTIST for loss and/or damage to the personal clothing worn by the ARTIST in the theater where such property is wholly or partly in the possession or control or under the supervision of the EMPLOYER, or under that of any of its representatives, or while said property is in a theater, building or any other place in which the production covered by the ARTIST's SACE has been given or is being given, or is to be given. The EMPLOYER will make every effort to assure that a guard is available outside the dressing room doors during services when dressing rooms are used. EMPLOYER shall furnish a locked room or locked security container large enough for deposit and safe keeping of purses, wallets, and other personal valuables of ARTISTS during each performance and staged dress rehearsal.

(b) Whenever the EMPLOYER shall require ARTISTS to wear particular and specific types of uniform or non-uniform costumes, shoes and/or clothing, the EMPLOYER agrees to furnish such costumes, shoes and/or clothing without charge to the ARTISTS. If such costumes, shoes and/or clothing provided by the EMPLOYER require alterations, such alterations will be done at the expense of the EMPLOYER. It is understood and agreed that all ARTISTS will provide their own standard concert attire. Commencing with the 1987-1988 season, if the EMPLOYER requires new basic concert dress more often than once every four years, the EMPLOYER shall pay the cost of the change.

#### 14. ADVERTISING OF ARTIST'S NAME

(a) The EMPLOYER agrees that it will not, in any shape or form or manner, advertise or announce the name or identity of such ARTISTS in connection with any production of said EMPLOYER nor will it employ or use any photograph, picture or likeness of such artists in connection with any production unless, prior thereto, said EMPLOYER and said ARTISTS shall have entered into a written contract or employment pursuant to the terms of this Agreement, or said EMPLOYER shall have received written permission from such ARTIST permitting the use of his/her photography, picture or likeness for the purposes stated above.

(b) EMPLOYER shall use its best efforts to ensure that names of choristers and other ARTISTS shall appear in the printed program for any performance in which they perform, in a manner comparable to that used for listing of orchestra member's names.

#### 15. MEDIA ACTIVITY

(a) Generally

(i) For the purposes of this Agreement:

(A) "Media Product" shall include any broadcast (whether via radio or television) or any recording (whether audio, visual, or both) by any mechanism, including, without limitation, film, audiotape, videotape, compact disc, laser disc, digital video disc, phonograph record, and wire, used to broadcast or record the LAMC or any ARTIST rendering service at the behest of EMPLOYER., and

(B) "Media Activity" shall include, without limitation, filming, videotaping, recording (whether audio, visual, or both), broadcasting and/or televising, and any combination of the foregoing, and the creation of any Media Product, of the LAMC or any ARTIST rendering service at the behest of the LAMC.

(ii) Except as permitted herein, it is a violation of this Agreement

for (A) the EMPLOYER, (B) its employees and agents, or (C) any party contracting with the EMPLOYER, to engage in Media Activity in which the full or partial image or voice of any ARTIST appears or is represented while the ARTIST is rendering any service at the behest of EMPLOYER.

(iii) Notwithstanding any other provisions of this Agreement, it is a violation of this Agreement to distort, alter, or intentionally misrepresent electronically or by other means the full or partial image, voice, or location of any ARTIST in any Media Product.

(iv) By July 31st of each year, beginning 1998, EMPLOYER shall notify AGMA in writing as to all Media Products which have been created under the auspices or with the permission of the EMPLOYER during the twelve (12) months ended the preceding June 30th, shall identify such products specifically as to musical works included and the date(s) when created, and shall acknowledge to AGMA either that such Media Products are under the exclusive custody and/or control of EMPLOYER, or, if there is an agreement between AGMA and EMPLOYER as to third-party custody or control of a specific Media Product, the name and location of such third party.

(b) Requirement for Notice and Permission

Unless otherwise provided herein or explicitly waived by AGMA, all Media Activity shall require prior written notice to and prior permission of AGMA. Giving notice to AGMA and obtaining permission from AGMA with respect to any Media Activity are regarded as separate functions for the purposes of this Section 15. EMPLOYER shall exert best efforts to ascertain the following information which shall be included in such notification:

- (i) the type of Media Activity which is contemplated, and the date, place, and time of such Activity;
- (ii) the name and location of every entity involved in creating the Media Product;
- (iii) the name and location of every entity for which or under the auspices of which such Media Product is to be used,
- (iv) every use for which such Media Product is made or contemplated;
- (v) the name and location of every station, network, or other broadcast or recording entity which may participate in the creation or use of the Media Product;
- (vi) the name of every ARTIST who will be asked to participate in such Media Activity;
- (vii) the name and/or description of any other individual[s] or groups of individuals who will be asked to participate in such Media Activity;
- (viii) the compensation offered to ARTISTS who will be asked to participate in such Media Activity, together with the identification of any other individual or groups of individuals who will be compensated for participation in such

Media Activity; and  
(viii) any other relevant details.

EMPLOYER shall exert best efforts to ascertain any modifications to such previously submitted information and shall provide AGMA in a timely fashion with written notice thereof.

(c) Permitted Media Activities

(i) The EMPLOYER is hereby given permission to engage in the following Media Activities:

(A) Upon prior written notice to AGMA as required in Paragraph 15(b), above, to make an audio recording of a performance for the purpose of preparing an archival record for the EMPLOYER [new language] or for the purpose of a submission in support of the EMPLOYER's application for a grant, or

(B) To make or use any Media Product of any ARTIST which is to be broadcast as a commercial advertisement or public service announcement ("PSA") of not more than two (2) minutes or a news story lasting not more than ten (10) minutes, provided that EMPLOYER has exerted best efforts to notify each affected ARTIST and the AGMA Delegate at least twenty-four (24) hours in advance, or, if later, immediately upon learning of such commercial advertisement, PSA, or news story. No ARTIST shall be required to perform as a soloist for any such commercial advertisement, PSA, or news story without a minimum of forty-eight (48) hours advance notice. It shall not be a violation of this Agreement for an ARTIST to agree to perform as a soloist for any commercial advertisement, PSA, or news story with less than forty-eight (48) hours advance notice.

(C) To make any other film, videotape, or recording, after giving the AGMA Delegate and each affected ARTIST twenty-four (24) hours advance notice, for the purpose of preparing an archival record for the EMPLOYER [new language] or a submission in support of the EMPLOYER's application for a grant.

(ii) EMPLOYER agrees that, in the absence of prior written notice to and prior permission of AGMA, as required in Paragraph 15(b) above, no archival record or other Media Product shall be used for any other purpose than that for which it was permitted to be created. Such notice shall include all information required in Paragraph 15(b) above. With the exception of any Media Product created for broadcast as a news story and not used for any other purpose, all originals or copies of Media Products created in accordance with the provisions of this Paragraph 15 shall be kept in the exclusive custody and/or control of the EMPLOYER, except as otherwise allowed herein or permitted by waiver.

(iii) EMPLOYER agrees that, in the event it desires to use a Media

Product involving ARTIST(s) which is more than two (2) years old under the provisions of Paragraph 15(c)(i) above, it shall furnish to AGMA the information described in Paragraph 15(b) above, and AGMA shall give reasonable consideration to the EMPLOYER's request.

(d) Third-Party Producer(s)

EMPLOYER agrees that, in the event that the Chorale shall be engaged by any third-party producer(s) or in the event that EMPLOYER and third-party producer(s) shall participate jointly in production(s), EMPLOYER shall make every best effort to advise and alert such producer(s) to the provisions of this Paragraph 15. Furthermore:

(i) EMPLOYER and any such third-party producer(s) shall exercise due diligence prior to and during the production(s) to monitor and investigate the conditions of the production(s) in order to avoid unauthorized Media Activity.

(ii) EMPLOYER shall cooperate fully with the AGMA Delegate to investigate any apparently unauthorized Media Activity which the AGMA Delegate brings to the EMPLOYER's attention, or is otherwise discovered; to advise the AGMA Delegate concerning any apparently unauthorized Media Activity which EMPLOYER ascertains; and to report to the AGMA Delegate the remedial actions undertaken by EMPLOYER in those regards.

(iii) EMPLOYER shall attach the following "Contractual Provision" to every contract with any such third-party producer(s):

CONTRACTUAL PROVISION

We call your attention to Section \_\_\_\_ of this Contact in which you undertake the obligation to comply with the Collective Bargaining Agreement ("CBA") between the Los Angeles Master Chorale ("Chorale") and the American Guild of Musical Artists ("AGMA"). Compliance with that CBA is essential to both the Chorale and its Choristers. Paragraph 15 of that CBA prohibits filming, videotaping, recording (whether audio, visual, or both), broadcasting and/or televising, and any combination of the foregoing (hereinafter "Media Activity") of any service of the Chorale without prior written permission from AGMA. A copy of Paragraph 15 is attached. We call to your attention your obligation to obtain from both the Chorale and AGMA advance permission for any Media Activity whatsoever. To allow adequate time to ascertain whether any such Media Activity can be approved, we encourage you to give as much advance notice as possible to the Chorale and to AGMA.

You must complete the applicable portions of the attached Media Activity Addendum, execute it, and return it herewith in order to notify AGMA and the Chorale of any Media Activity which you are presently contemplating, including all relevant details. Prior to engaging in any Media Activity, you agree to obtain the

required written permission from AGMA with respect to such Media Activity and to furnish a copy thereof to the Chorale. You further agree to make payments to ARTISTS as required by the CBA and/or the conditions of AGMA's grant of permission for such Media Activity. In the event of any revisions to your initial Media Activity plans as reflected in your original Media Activity Addendum, you agree to provide to the Chorale and to AGMA prompt notification thereof by submitting a revised Media Activity Addendum. You shall forbid and exert your best efforts to prevent your employees, agents, or any other person or entity from engaging in Media Activity or causing or allowing others to do so without prior approval by the Chorale and AGMA, and shall forbid the selling or distributing of any unauthorized Media Product by your employees, agents, or any other person or entity.

Failure to comply with any of these requirements may give rise to significant financial liability on the part of your organization for payments due to Choristers under Paragraph 15 and particularly subparagraph 15(h). You shall indemnify the Chorale against all cost, damage, and liability, including legal expenses, incurred by or imposed upon the Chorale as a consequence of your violation of these obligations, and you shall make appropriate payment to the ARTISTS affected by such Media Activity for any infringement of their rights.

Agreed:

Dated:

Name of Company:

Signature:

Printed name of Signer:

(iv) Require any such third-party producer(s) to complete the following "Media Activity Addendum to Contract for Services with the Los Angeles Master Chorale," at the time of the execution of the contract between such third-party producer(s) and the EMPLOYER:

MEDIA ACTIVITY ADDENDUM TO CONTRACT  
FOR SERVICES WITH THE LOS ANGELES MASTER CHORALE

To the Los Angeles Master Chorale:

We acknowledge the existence of provisions in your Collective Bargaining Agreement ("CBA") with the American Guild of Musical Artists ("AGMA"), setting forth limitations with respect to the filming, videotaping, recording (whether audio, visual, or both), broadcasting and/or televising, and any combination of the foregoing (hereinafter "Media Activity") with respect to any service of the Los

Angeles Master Chorale ("Chorale"). We hereby acknowledge that we have received and reviewed Paragraph 15 of the AGMA/Chorale CBA and further acknowledge that we are bound by the applicable provisions thereof.

Please be advised of the following: [Please check all applicable boxes.]

\_\_\_ We presently plan to engage in the following Media Activity with respect to one or more services in which the Chorale or any of its ARTISTS will be involved:

[Please include the following information to the extent presently known:

(i) the type of Media Activity which is contemplated, and the date, place, and time of such Activity;

(ii) the name and location of every entity involved in creating the Media

Product;

(iii) the name and location of every entity for which or under the auspices of

which such Media Product is to be used;

(iv) every use for which such Media Product is made or contemplated;

(v) the name and location of every station, network, or other broadcast or recording entity which may participate in the creation or use of the Media Product;

(vi) the name of every AGMA ARTIST who will be asked to participate in

such Media Activity;

(vii) the name and/or description of any other individual[s] or groups of

individual who will be asked to participate in such Media Activity;

(viii) the compensation offered to AGMA ARTISTS who will be asked to participate in such Media Activity, together with the identification of any other individual or groups of individuals who will be compensated for participation in such Media Activity; and

(ix) any other relevant details.]

\_\_\_ We have received the required written permission from AGMA with respect to the above-described Media Activity, are attaching a copy hereto, and will make payment(s) to ARTIST(s) as required by the CBA and/or the conditions under which AGMA's permission for such Media Activity was granted.

\_\_\_ Prior to commencing any such Media Activity, we will obtain from AGMA the required written permission with respect thereto, will forward a copy thereof to you immediately upon receipt, and will make payment(s) to ARTIST(s) as required by the CBA and/or the conditions under which AGMA's permission for such Media Activity is granted.

We presently do not plan to engage in any Media Activity with respect to any service(s) in which the Chorale or any of its ARTISTS will be involved. However, we shall immediately advise you of any change in our plans with respect to such Media Activity and shall immediately furnish to you a revised copy of this form reflecting such changed plans.

Dated:

Name of Company:

Signature:

Printed name of signer:

(v) Issue the following Notice to anyone discovered conducting unauthorized Media Activity or creating an unauthorized Media Product during any service ARTIST performs at EMPLOYER's behest:

NOTICE FROM THE LOS ANGELES MASTER CHORALE

This is to advise you that filming, videotaping, recording (whether audio, visual, or both), broadcasting and/or televising, and any combination of the foregoing (hereinafter "Media Activity") of any rehearsal, performance, or other service of the Los Angeles Master Chorale ("Chorale") is strictly prohibited by the Collective Bargaining Agreement between Chorale and the American Guild of Musical Artists ("AGMA"), unless you have previously obtained written permission therefor from AGMA. There may be substantial financial penalties for any such unauthorized Media Activities. Unless you have such written permission, please immediately cease your Media Activities.

Please check the applicable box and sign this notice.

\_\_\_ This is to confirm that we have obtained written permission from AGMA to engage in this Media Activity with respect to these services of the Chorale and either attach hereto a copy of such permission, or agree to provide a copy of such permission to the CHORALE immediately.

\_\_\_ We acknowledge that we do not have written permission to engage in this Media Activity with respect to these services of the Chorale, and will cease such Media Activity and deliver all films, tapes, recordings, and/or combinations of the foregoing to the Chorale immediately.

Name

Date

Title and Organization

Address

Phone Number

Name of person or entity granting  
permission for entry and for Media Activity

(e) Prevention of Unauthorized Media Activity

Except as otherwise permitted in this Paragraph 15, the EMPLOYER and any such third-party producer shall forbid, and exert its best efforts to prevent, their respective employees, agents, or any other person or entity from engaging in Media Activity or causing or allowing others to do so without prior permission of AGMA, and shall forbid the selling or distributing of any unauthorized Media Product by their respective employees and agents, or by any other person or entity.

(f) Broadcast Compensation

(i) The EMPLOYER shall be entitled to broadcast all or a part of any performance, either live or by tape-delayed broadcast, on a nonprofit/public radio station that is based within the Greater Los Angeles area (including its regular Southern California affiliates) upon payment to each ARTIST of a broadcast fee which is the greater of (A) twenty dollars (\$20.00) or (B) the fee specified by the American Federation of Musicians ("AFM") for an instrumentalist in such performance, in addition to any compensation otherwise prescribed in this Agreement for such performance.

(ii) With the exception of the broadcasts covered by Paragraph 15(f)(v) below, the EMPLOYER shall be entitled to broadcast all or part of a performance, either live or by tape-delayed broadcast, on a nonprofit/public radio station on a regional or national basis upon payment to each ARTIST of a broadcast fee which is the greater of (A) fifty-nine dollars (\$59.00) or (B) the fee specified by the AFM for an instrumentalist in such performance, in addition to any

compensation otherwise prescribed in this Agreement for such performance.

(iii) The payment of the broadcast fee in Paragraph 15(f)(ii) shall entitle EMPLOYER to four (4) broadcast releases within three (3) years from the date of original broadcast by any non-profit/public radio station. A release is defined as the unlimited broadcast of a program within any period of seven (7) consecutive days. EMPLOYER shall include such provisions in a written agreement with the producer of such recording/broadcast and shall furnish a copy of such agreement to AGMA, before allowing such recording/broadcast to be made.

(iv) No Chorister need be paid a broadcast fee for a broadcast of a performance of a production of EMPLOYER which occurs on a non-profit/public radio station and for which neither EMPLOYER nor any other performer involved in such performance receives any additional compensation. However, without payment of appropriate broadcast fees, such broadcast shall be limited to three (3) broadcast releases, as defined above in Paragraph 15(f)(iii), within three (3) years from the date of the original performance.

(v) EMPLOYER agrees to negotiate with AGMA appropriate fees for television or commercial radio broadcasts.

(g) Statement in Program The EMPLOYER agrees to include the following statement in performance programs:

"The use of cameras and/or any kind of recording equipment is strictly forbidden."

(h) Compensation and Damages for Violation For each separate instance of unauthorized Media Activity in violation of this Paragraph 15, each affected ARTIST shall be compensated at the rate established by the union (if any) having jurisdiction over the type of Media Activity involved, or, if no such rate has been established, at the appropriate performance rate set forth in this Agreement.

#### 16. WORKER'S COMPENSATION

The EMPLOYER must carry at its expense such Worker's Compensation Insurance as required by California law.

#### 17. UNEMPLOYMENT INSURANCE

The EMPLOYER hereby voluntarily agrees to obtain coverage for all ARTISTS employed hereunder under the California State Unemployment Law.

#### 18. CALIFORNIA DISABILITY LAW

(a) The EMPLOYER also agrees to obtain coverage for all ARTISTS employed hereunder under the Disability Benefit Law of the State of California.

(b) Upon request of AGMA, the EMPLOYER shall disclose to AGMA evidence of the EMPLOYER's compliance with the provisions of Paragraphs 17, 18 and 19 of this Agreement.

(c) The contribution made by the EMPLOYER for Unemployment Insurance tax purposes shall be based upon the compensation provided for in the ARTIST's SACE, or the actual gross compensation paid to the ARTISTS, whichever shall be the greater.

19. GRIEVANCE AND ARBITRATION PROCEDURE

(a) Any controversy or claim arising out of or relating to this contract or a SACE or the breach or interpretation thereof, shall be settled by this grievance and arbitration procedure. Any such controversy or claim must be reduced to writing (the "grievance") and delivered to the other party within 30 days after the grieving party, its member or representative, knew or should have known of the event giving rise to the controversy or claim. Within 30 days after a written grievance is submitted to a party, that party shall submit a written response. Either party may initiate an arbitration by submitting a request to Federal Mediation and Conciliation Service (FMCS) for a panel of five (5) arbitrators. An arbitrator will be selected by the parties alternatively striking the arbitrators until one arbitrator is left. Any claim or controversy shall be deemed waived in the event it is not submitted to arbitration within nine months after the timely filing of the grievance. These time limits may be extended by a written agreement signed by AGMA and the EMPLOYER.

(b) AGMA agrees to the enforcement of any awards against its members by proper disciplinary action in accordance with the award.

(c) The fees of the arbitrator and FMCS will be shared by the parties.

(d) All arbitrations arising pursuant to this provision shall take place in the city of origination.

(e) The arbitrator's power shall be limited to the application and interpretation of the express terms of this Agreement as written, and he/she shall at all times be governed by the terms of this Agreement and shall have no power or authority to amend, alter, or modify this Agreement in any respect. The arbitrator's decision shall be final and binding on the EMPLOYER, AGMA, and the ARTIST, and any other producer to whom the EMPLOYER contracts to furnish ARTISTS, provided the contract with said party contains a clause binding that party to the grievance and arbitration provisions of this agreement.

(f) The arbitration requirements and obligations of this paragraph 19 shall not apply to any grievance filed after the expiration or the termination of this Agreement, unless the grievance is filed within the time limits set forth herein, and is based upon facts which (i) arose prior to the expiration or termination of this Agreement, or (ii) arose during continuing negotiations after the expiration date of this Agreement, and prior to impasse and a written notification of impasse by either party to the other.

## 20. FORCE MAJEURE

It is agreed that if (i) the EMPLOYER cannot perform because of fire, accident, strikes, riot, Act of God, war, the public enemy, or (ii) the conductor in any production of the EMPLOYER suffers injury or illness which would prevent him from performing his/her function as conductor, no acceptable substitute conductor being available, and as a result thereof the performance is canceled; or (iii) the EMPLOYER cannot perform for any other cause of the same general class which could not be reasonably anticipated or prevented, then the EMPLOYER shall notify the ARTIST thereof in writing, and thereafter the ARTIST shall be entitled only to daily sustenance, if otherwise eligible, as provided herein. The EMPLOYER shall pay for all services to date, and transportation back to the city of origination 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 causes cancellation of the performance.

## 21. AGMA REPRESENTATIVES

(a) Election of Delegates AGMA agrees to elect, from time to time, by a secret ballot, an AGMA member of the chorus who shall act as Delegate on AGMA's behalf in order to ascertain that this Agreement is being observed, assist in adjusting grievances, and transact other official AGMA business. All ARTISTS shall be eligible to vote in the election for the regular Delegate. AGMA may from time to time appoint an alternate Delegate. The alternate Delegate shall serve only during the rehearsals and performances of a production in which he/she appears and the regular Delegate does not appear. The EMPLOYER agrees to pay the regular Delegate or the alternate Delegate a premium of 25% of the applicable Chorister pay for all rehearsals and performances during which he/she acts as a Delegate. The EMPLOYER shall promptly furnish to the Delegate a copy of any written warning or reprimand issued to any ARTIST. When the Chorale is contracted to perform under any other union contract the AGMA Delegate shall be the Contractor required in such other union agreement or the Singers' Committee shall appoint the Contractor.

(b) Access An authorized official representative of AGMA shall, at reasonable times, have access to the place of rehearsals and performances for the purpose of conferring with ARTISTS; provided however, that such AGMA representatives will not interfere with any ARTIST's work or with the EMPLOYER's

operations. The EMPLOYER agrees to cooperate with such representative in dealing with all matters pertaining to the official business of AGMA, and to make a suitable facility available at reasonable times for AGMA meetings of ARTISTS employed by the EMPLOYER, whenever the EMPLOYER can do this at no cost. ARTISTS will not be paid by the EMPLOYER for any time during which they consult or meet with an AGMA representative.

(c) Singers Committee AGMA shall arrange for all Choristers to designate a Singers Committee of seven (7) members, including at least five (5) Roster Choristers, for the purpose of periodically discussing matters of concern to the chorus.

(d) Joint Meeting EMPLOYER's administrative executive and Board President, shall meet at least twice a year with the Delegate and Singers Committee to discuss matters affecting the Chorale. Both sides shall have the right to invite the EMPLOYERS Music Director and AGMA staff representatives to such meetings.

(e) Singers Representation to LAMC Board The Singers Committee shall annually, before December 31 of each winter season, conduct an election among all Choristers to elect two (2) non-voting representatives to attend EMPLOYER's Board meetings, one of whom shall be a member of the Soprano or Alto sections, and one of whom shall be a member of the Tenor or Bass sections. The Singers Committee shall have the power to designate substitutes in case of absence of an elected representative.

(f) Notification of First Offers The EMPLOYER shall automatically furnish to AGMA a list of the first offers for any production at the time such offers are made and shall furnish to AGMA other employment and scheduling information, and changes thereto, in a timely manner.

(g) Third-Party Requesting to Engage Singers The EMPLOYER agrees to give reasonable consideration to requests from third parties to engage members of the Chorale. At least annually, the EMPLOYER shall advise AGMA of all referrals of singers that it has made to other producers. Prior to rejecting any proposal to engage members of the Chorale by another producer, the EMPLOYER shall recommend to said producer that he/she consult with the AGMA Delegate, and the EMPLOYER shall advise the AGMA Delegate of such opportunity in a timely manner. In any case, however, AGMA agrees that under no circumstances shall the employer have any financial responsibility with respect to any such proposal which the EMPLOYER does not accept.

(h) Selection of New Music Director When a new Music Director for the Los Angeles Master Chorale is to be selected, representatives selected from the LAMC Choristers in a process determined by the Choristers shall be allowed to participate directly in such selection. If a search/selection committee for a new Music Director is appointed, the foregoing shall be satisfied by the inclusion on said

committee of at least two (2) Choristers selected from the LAMC Choristers in a process determined by the Choristers. EMPLOYER shall make a good-faith effort to provide Choristers an opportunity to express their views on search candidates who conduct the Chorale.

(i) Program Credit EMPLOYER agrees to list in every program the names of all Artists performing in that concert in a manner comparable to that used for listing orchestra members performing in the same concert or, in the case of a concert without orchestra, normally used for listing orchestra members. In addition, the EMPLOYER shall identify the AGMA Delegate in the program by indicating that such Chorister is serving as the AGMA delegate for the Master Chorale Choristers. EMPLOYER shall cause to appear in each of its programs the credit: "The singers of the Los Angeles Master Chorale are represented by the American Guild of Musical Artists."

22. REPORTING TIME-REHEARSAL-PERFORMANCE-TRAVEL DEPARTURE

(a) Rehearsal ARTISTS must report for rehearsal in the rehearsal room not later than five (5) minutes in advance of the announced time of commencement of rehearsal and they must be in their seat or assigned place and ready to sing on the "downbeat" at the commencement of the rehearsal, and the end of any break.

(b) Tardiness There shall be no deductions from the rehearsal pay of an Artist for the first two (2) times in a season the Artist is late for a rehearsal by fifteen (15) minutes or less.

(c) Travel When the group is traveling, the EMPLOYER has the right to leave at the time of the announced departure whether the entire company is assembled or not. If departure of the company is delayed by the lateness of an ARTIST or ARTISTS, the ARTIST shall be responsible for payment to the EMPLOYER of any travel penalties which the EMPLOYER incurs thereby.

23. SCHEDULES OF REHEARSAL AND PERFORMANCES, CHANGES, AND SELECTION OF PERSONNEL

(a) Season Schedule The EMPLOYER agrees to use its best efforts to furnish for review by the AGMA Delegate the proposed written season schedule prior to publication of the season schedule discussed below, as well as prior information on any subsequent proposed changes thereto, and to give reasonable consideration to the Delegate's proposals for modification before publication of such season schedule or subsequent changes thereto. At the time of any general auditions for the chorus, EMPLOYER shall exert best efforts to furnish to all current and prospective Choristers a complete list of all productions and dates thereof for the following season. In any event, Employer shall furnish to the Delegate and shall post

a tentative schedule of services for the following summer and winter season no later than March 1 of each year.

EMPLOYER shall use its best efforts to inform ARTISTS of the complete schedule of services and personnel selected for each production (including any for other producers) as early as is practicable in advance of each season and of any production subsequently added. Each Chorister shall be given a reasonable time to accept any offer hereunder, and if it is not accepted within the time specified in the announcement, the EMPLOYER may extend the offer to another Chorister. Upon a Chorister's request the EMPLOYER agrees to extend the time to accept said offer up to a total of fourteen (14) days. The EMPLOYER shall promptly notify each affected Chorister and AGMA of any subsequent changes in the schedule and personnel for any service, and shall promptly furnish to each Chorister and AGMA such further updated written schedules throughout the season as are required by subsequent changes, with the changes clearly indicated. In any event the restrictions and requirements set forth in (b) and (c) below shall apply.

(b) Winter Season As soon as possible in the Spring of each year, but no later than June 1, the EMPLOYER shall issue to each person it intends to engage as a Chorister for any service (including any Los Angeles Opera production that begins rehearsal after July 1st) during the following winter season a complete schedule, including dates, times and locations, for each such service and shall simultaneously furnish such information to AGMA together with the names of all Choristers offered such engagement. Said schedule announcement shall be accompanied by a binding call for each Chorister indicating the offer of a Regular or Supplemental position in the Chorale for the following season, and for each production thereof, subject only to the Chorister meeting the minimum availability standards of this Agreement.

If at that time EMPLOYER has not yet concluded an agreement as required in Paragraph 4(b) above with another Producer (including the LAPA or the Los Angeles Opera) covering one or more productions of such other Producer for the next season, EMPLOYER shall at the same time furnish Choristers with all available information about the proposed schedule for such uncontracted production(s), including dates, times, and locations of all proposed services and the number of Choristers expected to be used. At that time, EMPLOYER may request Choristers to exert their best efforts to keep their personal schedules open for such tentative, but uncontracted, production(s) but in no event shall EMPLOYER either inquire as to any Chorister's availability for any service for such uncontracted production(s) or consider a Chorister's availability therefor in determining whether to offer him an appointment as a Roster or supplemental Chorister for the following season.

In the case of such uncontracted production(s) of another Producer, EMPLOYER shall exert its best efforts to conclude the agreement required under Paragraph 4(b) above and to furnish to each Chorister to be utilized a SACE as soon as possible.

(c) Summer (Hollywood Bowl) Season The EMPLOYER shall use its best efforts to issue a binding call for the summer season by May 15. As soon after January 1st of each year as the EMPLOYER has a tentative schedule of services and numbers of Choristers expected to be used for the summer season, it shall supply said tentative schedule to AGMA and each Chorister. The EMPLOYER shall provide each Chorister with a binding call or a SACE for the entire summer season as soon as the EMPLOYER has entered into an agreement with LAPA or other Producer for that season. When works for which the score is available are scheduled during a summer season, the EMPLOYER shall make binding calls for those works no less than eight weeks prior to the first rehearsal of the summer season.

(d) Canceling, Adding, or Rescheduling Services

(i) EMPLOYER may cancel rehearsals or performances or modify programming (including repertory and number and voicing of Choristers) produced by the LAMC, cancel rehearsals of any producer, and/or add, or reschedule services of any producer as required by circumstances up to the earlier of forty-two (42) days before the first performance (or recording/broadcast session, if earlier) or fourteen (14) days before the affected rehearsal of the production involved.

(ii) EMPLOYER shall pay each ARTIST at the otherwise applicable rate for any of his/her previously scheduled service time which is canceled with less notice than specified above, except if canceled for reasons enumerated in sub-paragraph (e) below and Paragraph 20.

(iii) If within the remaining forty-one (41) day period before the first performance (or recording/broadcast session, if earlier) or thirteen (13) day period before the affected rehearsal, whichever begins earlier, (A) any service is added or rescheduled to start before or after the previously set time, (B) any performance is extended for more than thirty (30) minutes, or (C) any rehearsal is extended in time, then any

ARTIST who has a professional schedule conflict by reason of such change or addition shall not be penalized in any manner for missing the service, or any portion thereof, except that he/she need not be paid for the service or any portion thereof he/she is unable to attend. A scheduling conflict shall be deemed to occur if the ARTIST has a previous booking for a performance or other professional commitment, is unable to change that previous booking or commitment, and actually performs that booking or commitment.

(iv) The EMPLOYER agrees to give each affected Chorister timely notice of any such schedule change.

(e) Cancellation For Economic Reasons EMPLOYER has the right

to cancel any rehearsal or performance upon fourteen (14) days notice prior to any such service because of "unforeseen economic difficulties," such as inadequate ticket sales or decreases in anticipated sources of revenue. This sub-paragraph shall apply only to productions of the EMPLOYER, and not to productions of any other producer.

(f) Bulletin Board The EMPLOYER shall furnish at the usual rehearsal location(s) a bulletin board on which shall be posted updated schedules for the season. Such bulletin board shall also be available for the posting of appropriate AGMA information.

## 24. MUSICAL SCORES

(a) The EMPLOYER agrees to furnish all necessary musical scores in good physical condition and at no expense to ARTISTS by mailing or hand-out at a service. The EMPLOYER agrees to exert every effort to provide ARTISTS with musical scores for difficult works reasonably in advance of the beginning of rehearsals, but in no event shall any score and complete part assignment be provided later than two weeks prior to the first rehearsal of a work. Employer shall return to each singer his/her previously used score if the singer has printed her/his name in pencil on the inside cover of the score.

(b) Both the EMPLOYER and AGMA acknowledge the importance of the clarity and legibility of musical scores (including textual underlay) in facilitating learning music to be performed and thereby minimizing the paid rehearsal time and unpaid individual private time necessary adequately to prepare a work for performance, recording, or broadcast. The EMPLOYER shall furnish for the use of ARTISTS only clearly legible musical scores with clearly printed interlinear text and accurate alignment of music and textual underlay, and containing adequate musical cues before chorus entrances, all chorus voice parts and a piano reduction of any instrumental accompaniment. When, in a performance, any orchestral passage prior to a choral entrance exceeds three (3) minutes in duration, EMPLOYER shall provide one piano-vocal or full orchestral score to two (2) Choristers who are centrally located and visible to other Choristers.

(c) AGMA agrees to encourage Choristers to use only pencils when marking scores and to return all scores in an undamaged condition.

## SECTION III - TRANSPORTATION AND SUSTENANCE

### 25. TRAVEL

#### (a) By Automobile or Bus

(i) Where performances are given by the EMPLOYER outside the city of origination, and the EMPLOYER transports the ARTISTS by automobile

or bus, the EMPLOYER agrees to show proof to AGMA in writing prior to the beginning of such transportation, that the carrier company carries public liability insurance to the limit of one hundred thousand dollars (\$100,000) per individual traveling, three hundred thousand dollars (\$300,000) per accident for each automobile employed and one million dollars (\$1,000,000) per accident for each bus employed for such travel.

(ii) On days requiring travel outside the city of origination, should the total time devoted to travel (excluding intercontinental travel), meals, rest periods and all services exceed ten (10) hours in any period between overnight breaks, the ARTIST shall be compensated for such additional time span at the rate of ten dollars (\$10.00) per hour or fraction thereof in addition to the normal compensation for said services. The same additional compensation rate shall also be paid to the ARTIST, without regard to the above provisions, for any hour or fraction thereof spent in travel after 12:00 midnight and before 9:00 a.m., within nine (9) hours of the end of a service preceding an overnight break, or within ten (10) hours of the termination of travel preceding an overnight break.

(iii) AGMA and the EMPLOYER agree that if the EMPLOYER requires the ARTISTS to travel more than 30 miles from the Music Center of Los Angeles County for rehearsal on a day on which a performance is not given, the minimum call for such rehearsal shall be four (4) hours.

(iv) The EMPLOYER agrees that where an ARTIST is required to travel by means of bus or automobile, the ARTIST will have a rest stop of fifteen (15) minutes at the conclusion of the first two (2) hours of travel, a one (1) hour lunch stop in the second two (2) hour cycle of travel, but not later than 1:00 p.m., and fifteen (15) minutes rest stop at the conclusion of each subsequent two (2) hours of travel and a dinner stop of at least one (1) hour not later than 6:00 p.m. If departure time is 10:00 a.m., or later, and if arrival time is not later than 1:30 p.m., no lunch stop will be required.

(v) Pets, children and persons who are not a part of the company will be permitted to travel in company bus or automobile only at the discretion of the

EMPLOYER, and will not be permitted to travel in the automobile if such travel inconveniences any of the members of the company.

(vi) No ARTIST shall be required to travel in a rear-facing seat, if equipment with front-facing seats is available through a nationally recognized car rental agency. Any bus utilized for transportation of Artists shall be modern and air-conditioned, with reclining seats and a restroom. It shall also be certificated by the appropriate governmental authorities.

(vii) Within a reasonable period in advance of any service outside the city of origination, the EMPLOYER shall discuss with AGMA

arrangements for travel and accommodations and shall give good-faith consideration to alternatives proposed by AGMA. The EMPLOYER shall negotiate with AGMA for any tour including: (1) travel outside the United States or; (2) more than two consecutive nights of lodging outside the City of Origination.

(b) Transportation Provided When engaging any ARTIST for work outside the city of origination, the EMPLOYER shall have made arrangements for paid transportation of the ARTIST and his/her baggage, at no expense to ARTIST, in accordance with the foregoing provisions, including return transportation back to the city of origination. The point of departure and return for such transportation shall be the Los Angeles County Music Center, the AFofM Local 47 Union parking lot, or another conveniently accessible central location acceptable to AGMA. In connection with such transportation, when return is within twenty four (24) hours, the EMPLOYER shall furnish free parking at such departure point for each ARTIST'S automobile. As an alternative, if acceptable both to AGMA and to each ARTIST; the EMPLOYER may ask the ARTIST to furnish his/her own transportation within Southern California in return for payment by the EMPLOYER of the maximum deductible mileage allowance permitted by the Internal Revenue Service, for the round trip distance between the Music Center and the site(s) of such engagement(s).

(c) By Airplane The ARTIST shall not be compelled to travel by air without his/her written consent. Such written consent may be obtained at the time of signing of the SACE and shall be binding for the duration of the contract. In the event the ARTISTS are to be transported by airplane, the EMPLOYER agrees to pay for an insurance policy covering accidental death for each ARTIST, having a value of at least one hundred thousand dollars (\$100,000) and, in addition, having coverage for medical expenses. The insurance may be purchased personally by each ARTIST if the EMPLOYER pays the cost of premium directly to each ARTIST. Proof of such coverage shall be shown to AGMA and the delegate of the company prior to the departure of the company. Air travel shall be by certificated domestic carrier or by a member of the International Air Transport Association.

(d) Hotel Accommodations and Sustenance

(i) Lodging. Whenever the ARTIST is required to be outside the city of origination(whether before or after a performance), he/she shall receive a lodging allowance for each such night as specified below, if the EMPLOYER does not provide lodging which has been approved by the American Automobile Association or is of equal or better quality with private bath and air-conditioning. No ARTIST shall be required to share a room with more than one other person, or to share a bed. Whenever required to share a room, each ARTIST shall be allowed, to the extent possible, to select his/her roommate, whenever possible EMPLOYER shall comply with the request of any ARTIST for a single room so long as it does not result in any additional expenses to the EMPLOYER. During the term of this Agreement the lodging allowance shall be seventy-five (\$75.00) dollars. Should any ARTIST be housed by the EMPLOYER'S decision more than a fifteen (15) minute

walk from the place of service, the EMPLOYER shall provide round trip transportation between such service location and ARTIST'S lodgings.

(ii) Meals. Whenever the ARTIST is required to be outside the city of origination during breakfast, lunch or dinner, and the EMPLOYER does not provide meals (at a facility equal to or better than a facility approved by the American Automobile Association), the ARTIST shall receive a meal allowance for each such meal as specified below:

- Breakfast - \$ 7.00 departure before or return after 9 a.m.
- Lunch - \$10.00 departure before or return after 1 p.m.
- Dinner - \$18.00 departure before or return after 6 p.m.

SECTION IV - SINGLE PERFORMANCE

26. SINGLE PERFORMANCE - CONDITIONS OF EMPLOYMENT

(a) Wages For each service the ARTIST shall receive no less than the appropriate amount set forth below.

<u>PERFORMANCE</u>	First Year	Second Year	Third Year	Fourth Year
<u>RATES</u>	<u>9/1/99</u>	<u>9/1/00</u>	<u>9/1/01</u>	<u>9/1/02</u>
Soloists & Ensemble				
Soloists (more than 24 bars)	404.64	424.87	446.11	472.88
Regular Choristers in Groups of 60				
Members of fewer	122.65	126.65	130.65	138.65
Regular Choristers in Groupsof 61				
Members or more	110.17	114.17	118.17	126.17
 <u>HOURLY REHEARSAL</u>				
<u>RATES</u>				
Regular Choristers				
	21.07	22.58	24.02	27.02

(i) Outreach Performances

(1) Educational Outreach Ensemble Notwithstanding the foregoing, the EMPLOYER may engage ARTISTS at the rate for groups of 61 or more set forth above for performances given to students in primary and secondary schools, and for other community outreach programs, under the following conditions: (A) Any such engagement shall guarantee ARTISTS at least two (2) such performances in one (1) day. For each such engagement of two performances the ARTISTS shall be paid the appropriate single performance fee set forth above, provided that no single performance exceed fifty (50) minutes in length, and that each engagement of two (2) performances is concluded within a three (3) hour period. (B) In the event of three (3) such individual performances, each of which is not more than fifty (50) minutes in length, within four and one-half (4-1/2) hours, the ARTIST shall receive one and a half (1-1/2) times the appropriate single performance fee. (C) These maximum durations shall include any pre-performance call. If no suitable Chorister from the regular roster auditions for one or more outreach position, then the EMPLOYER shall notify AGMA, and AGMA will not unreasonably deny the EMPLOYER the right to audition and engage any LAMC Chorister. If selected to perform in an outreach performance the Supplemental Choristers shall receive the same compensation as Regular Choristers used in the outreach program.

(2) Special fees for solo performances and group performances of two to four on a part, shall not be applicable to any performance under this paragraph 26(a)(1).

(3) Meal allowances under paragraph 25(d)(ii) shall not be applicable to the Outreach Program, except when an overnight stay is required.

(4) Unless the EMPLOYER furnishes transportation, a mileage allowance set forth in Paragraph 25(b) shall be paid to ARTISTS for the number of miles each actually drives between outreach services on the same day at different locations, in addition to any other mileage fee required by Paragraph 25(b) above.

(ii) Other Special Performances Notwithstanding the performance rate of compensation set forth in (a) above, the EMPLOYER shall be entitled to engage ARTISTS for special performances, of thirty (30) minutes or less in duration from the time established for the call, at private holiday parties, wedding anniversaries or similar private occasions, as well as community outreach programs or performances which have the sole purpose of promoting future LAMC concerts or events and for which no admission is charged and LAMC receives no additional fee. The parties agree that participation in any of the foregoing shall be at the absolute discretion of the Chorister. In such an event the ARTISTS shall perform at one-half (1/2) the applicable rate set forth in (a) above. In addition the ARTISTS agree that they shall perform at the annual Showcase of the Education Division of the Music

Center (which shall consist of no more than thirty (30) minutes of performance) at a rate which is one-half (1/2) the rate set forth in (a) above.

(iii) Solos Any ARTIST who is engaged to do solo work (i.e., one singer per voice part) in any performance shall be paid at no less than the following rates for each such performance:

One to nine bars - 25% over the applicable Chorister performance rate.

Ten to twenty-four bars inclusive - 50% over the applicable Chorister performance rate.

Choristers who sing solos of more than twenty-four bars shall be compensated as soloists.

(iv) Two to Four on a Part

(1) Two on A Part. If an ARTIST sings as part of a group of two Chorus members on a part in any performance, then he/she shall receive the following rates for each such performance:

One to twenty-four bars - 15% over the applicable Chorister performance rate.

Twenty-five or more bars - 25% over the applicable Chorister performance rate.

(2) Three or Four on a Part. If an ARTIST sings for twenty-five (25) or more bars as part of a group of three or four Chorus members on a part in a performance, then he/she shall receive twenty-five percent (25%) over the applicable Chorister performance rate for each such performance.

(v) Standby An Artist who is placed on standby status as a possible substitute soloist for a specific performance shall be paid fifty percent (50%) of the minimum applicable soloist rate for each performance at which standby status is requested, in addition to any appropriate Chorister performance fee. A Chorister shall have the right, without any penalty, to decline a verbal request to standby for possible service as a soloist.

(vi) Performance Overtime If a performance exceeds two and one-half (2-1/2) hours, each ARTIST receiving not more than the minimum appropriate rate required by this Agreement for the performance shall be paid an additional fee of one-tenth (1/10) of the applicable performance rate for each 15 minutes or portion thereof by which the performance exceeds two and one-half (2-1/2) hours.

(vii) Performance Pay for Open Service The ARTISTS shall be paid the applicable performance rate for any service open to the general public, or for which a specific admission is charged, or for which any other ensemble performers are paid a performance fee.

(viii) Application of Large Group/Small Group Rates The EMPLOYER shall not be obligated to pay Choristers at the rate specified for groups of sixty (60) Choristers or fewer for any performance in which the EMPLOYER has engaged more than sixty (60) Choristers. Notwithstanding the foregoing, any Chorister who is engaged to perform as a part of the LAMC's regular season at the large group rate, and in that performance sings in a group of sixty (60) Choristers or fewer for at least ten (10) minutes, shall be paid for said performance at the rate specified for groups of sixty (60) Choristers or fewer.

(b) Pre-performance Sessions Whenever necessary to insure the quality of any concert performance, the EMPLOYER shall be entitled to an unpaid session, not to exceed ten (10) minutes in duration prior to Choristers' entrance to stage, for the sole purposes of vocal warm-up/review and/or notes pertaining to that performance. Except when necessitated by circumstances not reasonably foreseeable, said session shall not be used for communicating cues for standing and sitting, which should be given in writing or orally at a rehearsal. Said session shall begin no sooner than twenty (20) minutes before the anticipated beginning time of the performance. If the beginning of the performance is then delayed, the EMPLOYER shall give reasonable consideration to allowing the Choristers to go on stage and sit as they normally would prior to a performance. If said session goes beyond ten (10) minutes, or if a pre-performance rehearsal is called, Choristers shall be compensated in one-half (½) hour segments at the established rehearsal rate.

(c) Length of Rehearsal No rehearsal call shall be deemed to be of less than two and one-half (2-1/2) hours' duration irrespective of the actual amount of time spent in rehearsal, except that a paid warm-up rehearsal of thirty (30) minutes or sixty (60) minutes may be scheduled with a pre-performance break of at least twenty (20) but not more than thirty (30) minutes.

(d) Services on Holidays

(i) The EMPLOYER agrees to use its best efforts to avoid scheduling, and to persuade other producers who are contracting with the EMPLOYER to furnish ARTISTS to avoid scheduling, any portion of a service (including a pre-performance call) at any of the following days and times

(1) before 6:00 p.m. (5:00 p.m. for LAPA rehearsals with orchestra) on Mondays through Fridays (non-holiday work days);

(2) on federal legal holidays; or during the twenty-four hours immediately preceding such a holiday; or during a weekend that includes, or immediately precedes or follows such a holiday;

(3) after 6:30 p.m. on Thursday nights;

- (4) before 2:00 p.m. on Sundays;
- (5) on S'lichot evening after 9:00 p.m.;
- (6) on Rosh Hashanah Eve (after 4:30 p.m.) or Day (before 3:00 p.m.);
- (7) on Yom Kippur Eve (after 4:30 p.m.) or Day (including the evening concluding Yom Kippur);
- (8) during the three days following Thanksgiving;
- (9) during the week from Christmas through New Year's Day;
- (10) on Ash Wednesday evening after 6:00 p.m.;
- (11) on the Eve of Passover; or
- (12) on Maundy Thursday evening after 6:00 p.m., on Good Friday afternoon or evening, or on Holy Saturday evening after 6:00 p.m.

(ii) With notice to the EMPLOYER at the time of the offer of appointments, any ARTIST may miss without penalty any rehearsal without orchestra in order to attend or sing at any religious services or traditional family observance on Thanksgiving Day, Christmas Eve and Day, and at any of the times listed in subparagraphs (4), (6), (7), (11) and (12) above. This provision does not apply to a guest conductor's single piano rehearsal.

(iii) For any half-hour or fraction thereof of a rehearsal or costume call for a production on a season of the EMPLOYER or LAPA, in conflict with subparagraphs (1)-(4) (6)-(9) and (12) above, each ARTIST shall be paid in minimum increments of one-half (1/2) hour at one and one-half (1-1/2) times the otherwise applicable full rehearsal rate; except for (1) one orchestra rehearsal (two for any production at the Hollywood Bowl) on a non-holiday weekday before 6:00 p.m. or on Thursday night after 6:30 p.m., per production by the EMPLOYER or LAPA, and (2) rehearsals beginning after 6:00 p.m. on the days between Christmas Day and New Years Day.

(iv) For any half-hour or fraction thereof of a performance scheduled in conflict with Christmas Eve or Day, or New Year's Eve or Day, each ARTIST shall be paid an additional fee of one-tenth (1/10) of the otherwise applicable rate for a full performance of two and one-half (2 1/2) hours.

(e) Rest Periods ARTISTS shall be allowed a ten (10) minute rest period after each hour of a rehearsal; provided however, the EMPLOYER shall have

the option to combine the rest periods and schedule rest periods after not more than one and one-half (1-1/2) hours of rehearsal. All rest periods shall be counted as paid rehearsal time. Rest periods shall not be interrupted by EMPLOYER'S business. For all rehearsals with orchestra, ARTISTS shall be entitled to rest periods of no less than the same total duration as orchestra players.

(f) Rehearsal Overtime ARTISTS shall be paid one and one half (1-1/2) times the otherwise applicable rate, calculated in fifteen (15) minute increments, for the following services for concert productions: (i) rehearsals held on the same day on which they are required to give two or more performances; (ii) any service on a seventh or succeeding consecutive day of concert production work; (iii) more than six (6) hours of service between overnight breaks; (iv) more than thirty (30) hours of concert production service in a calendar week (Monday-Sunday).

(g) Non-Work Time ARTISTS may be required to report at the concert performance location up to thirty (30) minutes before the commencement of the concert, provided however, that if the EMPLOYER does not require a warm-up, the pre-performance call time shall not exceed 15 minutes before the commencement of the concert. ARTISTS shall not be required to rehearse or do any work for the EMPLOYER during performance intermission periods or during the half-hour immediately before and/or after a performance, except that after an unpaid warm-up as provided in Paragraph 26(b) only a five (5) minute break prior to performance need be given.

(h) Verbal Call A verbal call to an ARTIST, which specifies the work to be performed, and the date and the place of performance, shall be deemed a binding contractual commitment; provided however, such commitment is subject to the cancellation rights of the EMPLOYER contained in this Agreement. The EMPLOYER agrees that after the call is made, the risk of performer's competence is assumed by the EMPLOYER. The EMPLOYER agrees that as soon as possible after the verbal call, but in no event later than the first rehearsal or the first performance, whichever is sooner, said terms shall be reduced to writing on a SACE, but the failure of the EMPLOYER to do so shall not nullify the commitment which arises with the verbal call.

(i) Memorization If ARTISTS are required to memorize any portion of a production the EMPLOYER shall provide sufficient paid rehearsal time for such memorization to occur. Whenever memorization is required by the conductor, ARTISTS agree to use their best efforts to memorize their parts during scheduled rehearsal time.

However, after the second rehearsal for a production, the conductor may specifically request Choristers to memorize their parts during non-rehearsal time, if substantially all the other Choristers have completed memorization of their parts.

(j) Parking The EMPLOYER shall provide free parking for ARTISTS during all services and required auditions, except that for services at the Music Center the EMPLOYER shall only be required to provide parking for ARTISTS on a basis that is no less favorable than the parking provided for any other non-principal performing employee of any Music Center resident company. The EMPLOYER shall exert its best efforts to ensure that such parking is close to the service room or stage and is reasonably well lighted if to be used at night.

(k) Break between Services A break of at least one and one-half (1-1/2) hours (not counting necessary travel time to a different service location) must be scheduled not later than after the first four (4) hours of continuous service, and between any two separate services (other than after a permitted hour or half-hour warm-up rehearsal before a performance) on the same day. Provided however, a one and one-half (1-1/2) hour break may be reduced to a minimum of one hour between services at the same location, if the EMPLOYER provides a suitable meal, for the ARTISTS. No such break is required between performances in a group of two or three performances qualifying for the lower rates in subparagraph 26(a)(1), entitled "Outreach Performances."

(l) Limitation on Hours of Service Any portion of a service extending past 11:00 p.m. (11:30 p.m. as to any performance beginning no later than 8 p.m.) or beginning before 10:00 a.m., or occurring after an overnight break within twelve (12) hours of (i) the end of a service, or (ii) the termination of travel time in connection with a service outside the city of origination, must be paid for at two (2) times the applicable rate calculated in minimum increments of fifteen (15) minutes (and in the case of performances prorated at two-tenths (2/10) of the applicable performance rate per quarter hour or fraction thereof). However, any portion of a service for the Los Angeles Opera shall not impact upon or be considered in any manner in the calculations under this paragraph.

(m) Scheduling of Rehearsals The EMPLOYER agrees to use its best efforts to schedule services in a manner that is as convenient as possible to the ARTISTS, and in particular to attempt whenever practicable to avoid scheduling a rehearsal of music for more than one production, if several of the Choristers required to attend are not involved in each of the works to be rehearsed.

(n) Stage Entrances/Exits EMPLOYER shall make reasonable efforts to provide a minimum of one entrance/exit location on each side of the stage for Choristers, which shall be separate from the entrance/exit location(s) to be used by the orchestra players.

## 27. HEALTH & SAFETY

(a) Hazardous Conditions. The AGMA Delegate or Representative shall have the right to bring matters of safety to the attention of the EMPLOYER. If

the Delegate determines that a condition exists that poses a risk to the health or safety of any ARTIST, the Delegate is authorized to report such condition immediately to the Production Assistant and/or the Executive Director or other person representing the EMPLOYER so that a break in professional services may be called, if necessary. If the hazardous condition continues to exist, EMPLOYER shall suspend ARTISTS' services to the extent necessary until the hazard is abated. In the absence of the Delegate, any ARTIST is entitled to invoke the protections of this clause. Prior to the beginning of any service utilizing ARTISTS, EMPLOYER shall diligently verify that the service location and environment comply with all requirements, restrictions and protections of governmental statutes and regulations and of this Agreement relating to health and safety for the ARTISTS and shall promptly consult with the AGMA Delegate or other representative regarding any problems and shall mitigate the same.

(b) Smoke & Fog There shall be no smoke or fog effect utilized, except those generated by water vapor or dry ice, or other harmless technology currently or yet to be developed, the harmlessness of which shall be evident to AGMA. Employer may request approval by the AGMA Board of Governors, no less than one month prior to the proposed use of any other smoke or fog effect, only if it can be determined that ARTISTS will not be adversely affected because of the chemical make-up, location or frequency of use of the effect. Such approval shall not be unreasonably withheld. In the event that any smoke or fog effect is used which has not been approved by AGMA, AGMA shall inform EMPLOYER which shall immediately cease the effect and eliminate the effect from the rehearsal or performance venue.

(c) Temperature/Lighting EMPLOYER agrees to maintain an air temperature in Music Center service rooms between 68 and 72 degrees Fahrenheit, and provide adequate illumination where musical scores are to be used. In all other service locations EMPLOYER will use its best efforts to maintain the above temperature range.

(d) Smoking EMPLOYER shall prohibit smoking in all space used for services, in ARTISTS' dressing and makeup rooms, backstage, and in ARTISTS' waiting rooms, during all services.

(e) Seating/Standing Arrangements The EMPLOYER agrees to furnish chairs for the ARTISTS for all rehearsals and performances provided that padded bench risers with back rests currently in existence may be used at the Music Center and that pews may be used in any performance at a church. AGMA shall be consulted before the replacement of bench risers, and the EMPLOYER shall give reasonable consideration to suggestions by AGMA prior to any contractual commitment to their design. EMPLOYER shall exert best efforts to provide ample space between Choristers in their seating or standing locations, for rehearsals as well as performances. However, ARTISTS may be required to stand when stage movements or actions are rehearsed, it being the intent of this provision that

ARTISTS be allowed to sit during purely musical rehearsals. The ARTISTS may be asked to stand for a reasonable period as they would in performance when the conductor wishes to judge balance either within the group itself or with the orchestra. In order to ensure the visibility of the conductor for each Chorister during performance, the EMPLOYER shall use its best efforts to furnish stepped risers and a seating chart for any chorus of more than thirty-two (32), and the placement of Choristers shall not exceed three (3) per each eight (8) linear feet of bench or riser.

28. BEST EFFORTS CLAUSES - AGREEMENT TO CONFER

Whenever this Agreement requires of either party any action or "best efforts" to accomplish some agreed-upon goal, the parties agree, upon request by either, to explain to the other party the efforts actually made to satisfy the particular requirement or objective.

29. COORDINATION OF SCHEDULES WITH LOS ANGELES OPERA

(a) The EMPLOYER agrees to exert its best efforts to coordinate with the schedule of the Los Angeles Opera its own schedule of services, in order that, to the maximum extent feasible, Choristers can sing in productions of both companies.

(b) In the event the Los Angeles Opera engages the EMPLOYER to furnish a chorus, the EMPLOYER agrees to exert its best efforts to conclude a binding agreement with the Los Angeles Opera no later than May 1 including proposed schedules and locations of services, to the extent then known, and guaranteed numbers of performances and of Choristers in each voice part for each such production.

30. COMMITMENT TO SCHEDULES

(a) Excusing Absences The EMPLOYER expects ARTISTS to give as full participation as possible to the yearly schedule of performances of the EMPLOYER. Failure of a Chorister to substantially fulfill his/her past commitments to the EMPLOYER'S schedule, except as excused below, may be considered by the Music Director in making selections for the following season. ARTISTS and the EMPLOYER are legally bound to any commitment which they undertake when they sign a SACE and shall be expected to fully comply with their commitments once made. Any ARTIST who fails to perform substantially in accordance with the contractual obligations which he/she has undertaken, except for a reason excused below, unless excused by the Music Director, may be dropped from the call (or placed on probation) by the Music Director for the following season. The EMPLOYER shall give reasonable consideration to excusing absences because of schedule conflicts, illnesses, or emergency reasons. EMPLOYER shall notify any Chorister whose absence is not excused.

(b) Rehearsal Schedule Conflicts In the case of professional schedule conflicts, notice of which has been given to the EMPLOYER before the piano rehearsal which the Chorister is unable to attend, a Chorister may miss without penalty one piano rehearsal for any production which has three (3) or more rehearsals (except for a conductor's sole piano rehearsal before the performance), up to a total of three (3) in the winter season and two (2) in the summer season; provided however, that only the first 10% of the Regular Choristers for any production who shall give notice to the EMPLOYER, shall have the absolute right to be excused from any one rehearsal.

(c) Performance Schedule Conflicts ARTISTS wishing to be relieved from specific performance dates in their contract may so request, but the EMPLOYER is not obligated to release the ARTIST. However the Music Director shall give reasonable consideration to granting each individual request.

### 31. MANAGEMENT RIGHTS

The EMPLOYER shall have the sole and exclusive right to manage its business in every respect and to take any other action which the EMPLOYER deems desirable to the conduct of its business, including but not limited to the right to control the manner, means and details of the performance of services by ARTISTS, except where such EMPLOYER action is forbidden by an express provision of this Agreement. Any rules or regulations promulgated by the EMPLOYER must be reasonable and applied in a nondiscriminatory manner.

### 32. TERM OF AGREEMENT

(a) The term of this Agreement shall commence on September 1, 1999 and shall terminate on August 31, 2003. Nevertheless all contracts with ARTISTS which expire after August 31, 2003, shall be deemed subject to such new agreement as may be entered into between AGMA and the EMPLOYER for the next or succeeding seasons.

### 33. WARRANTIES

The EMPLOYER warrants that it is a California nonprofit corporation and that the officers executing this Agreement on behalf of the EMPLOYER have the requisite authority to sign this Agreement on behalf of and to bind the EMPLOYER. The officers of the EMPLOYER who are signing this Agreement undertake no personal liability for the EMPLOYER's obligations contained herein.

### 34. SEPARABILITY

If any provision of this Agreement shall be held invalid, it shall be deemed separate from the remainder of this Agreement and it shall not affect the

validity of any other provision thereof.

35. NO WAIVER

The failure of AGMA or the 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 that AGMA or the EMPLOYER may have and shall not be deemed a waiver of any subsequent breach or default on the part of either contracting party.

36. GOVERNING LAW

It is the intention of the parties that the validity, construction, performance and application of this Agreement shall be governed exclusively by the laws of the State of California.

37. TERMINATION OF ARTISTS

Any ARTIST may be disciplined or terminated for just cause.

38. NO STRIKES OR LOCKOUTS

During the term of this Agreement the EMPLOYER agrees there shall be no lockout and AGMA agrees that it shall not cause or encourage any strike, boycott, picketing, or any other kind of activity that interferes with or interrupts the EMPLOYER's operations, and the activities of its representatives and members; nor shall AGMA or ARTIST observe any picket line which may be established by AGMA or any other organization, or person, at any facility being used by the EMPLOYER.

39. HEADINGS.

The headings of the paragraphs herein are for the convenience of the parties and are not intended to be a limitation or enlargement of the subject matter or meaning of the paragraph.

40. COMPLETE AGREEMENT

The parties hereby acknowledge and affirm that, during the negotiations which led to this Agreement, each of them had the unlimited right and opportunity to formulate demands and proposals with respect to all subjects or matters not excluded by law from the collective bargaining area and that all decisions and covenants reached by them through the use of such rights and opportunities appear in this Agreement. Therefore, it is agreed that the items herein set forth contain the complete Agreement between the parties during the term of this Agreement. The right to present any demands or proposals on any matters, whether

or not discussed during the negotiations which led to this Agreement, are hereby waived by the EMPLOYER and AGMA for the term of this Agreement. However, nothing in this clause precludes the parties from making changes in this Agreement by mutual consent upon written request by one party and written acceptance by the other party.

IN WITNESS WHEREOF, the parties hereto have executed this BASIC AGREEMENT as of the date first above set forth.

American Guild of Musical Artists

Los Angeles Master Chorale

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

By:

Linda Mays, President

Everett F. Meiners  
Legal Affairs/Secretary

September 1, 1999

Ms. Linda Mays, President  
American Guild of Musical Artists  
New York NY

LAMC/AGMA Basic Agreement

Dear Ms. Mays:

This is to confirm our understanding that Section 21 of the Agreement is not intended to prohibit or limit the ability of the Music Director to continue his/her past practice of acting as a contractor, whenever the LAMC has not been formally contracted to perform.

Very truly yours,

Los Angeles Master Chorale

By

Everett F. Meiners  
Legal Affairs/Secretary

Acknowledged and Agreed

American Guild of Musical Artists

By

Linda Mays, President