

Metadata header

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IDnum 346 **Language** English **Country** United States **State** MO

Union AGMA (American Guild of Musical Artists)

Local

Occupations Represented
Dancers and choreographers
Musicians, singers, and related workers
Actors, producers and directors

Bargaining Agency Opera Theatre of Saint Louis

Agency industrial classification (NAICS):

71 (Arts, Entertainment, and Recreation)

BeginYear 2002 **EndYear**

Source <http://www.agmanatl.com/ContractsOpera/OTSL2001-2004.htm>

Original_format PDF (unitary)

Notes

Contact

Full text contract begins on following page.

AGREEMENT made, executed and delivered in the City, County and State of New York this ____ day of _____ 2002, by and between the AMERICAN GUILD OF MUSICAL ARTISTS, INC., a membership corporation organized and existing under and by virtue of the laws of the State of New York, and having its principal office at 1430 Broadway New York, New York 10018 (hereinafter called "AGMA") and THE OPERA THEATRE OF SAINT LOUIS having its principal place of business at 539 Garden Ave., St. Louis MO 63119 (hereinafter called "OPERA THEATRE").

WITNESSETH:

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

1. ARTISTS COVERED

The OPERA THEATRE hereby recognizes AGMA as the exclusive collective bargaining agent for all SOLO SINGERS, NARRATORS, STAGE DIRECTORS and their assistants, STAGE MANAGERS and their assistants, performers who have speaking parts, CHOREOGRAPHERS, BALLET MASTERS and BALLET MISTRESSES, and SOLO DANCERS, (hereinafter referred to as "PRINCIPALS"), CORPS DE BALLET DANCERS (hereinafter referred to as "DANCERS"), APPRENTICE SINGERS, members of OPERA THEATRE'S apprentice program (hereinafter referred to as "ENSEMBLE ARTISTS"), and all CHORUS SINGERS (hereinafter referred to as "CHORISTERS"), and of all the preceding hereinafter referred to collectively as "ARTISTS", engaged by the OPERA THEATRE. The OPERA THEATRE agrees that AGMA represents, for collective bargaining purposes, a majority of the ARTISTS.

2. APPLICATION OF BENEFITS

(a) The OPERA THEATRE agrees that the provisions of this agreement shall apply to and inure to the benefit of all ARTISTS engaged by the OPERA THEATRE, or by an affiliate, subsidiary or the like of the OPERA THEATRE, directly or indirectly, or through agents or independent contractors, notwithstanding anything herein to the contrary. Whenever there shall be used in this Agreement any phrase of a more restricted meaning, such as, for example, "ARTISTS engaged by the OPERA THEATRE" such phrase shall be deemed to mean "ALL ARTISTS retained or otherwise engaged by the OPERA THEATRE, or by an affiliate or subsidiary of the OPERA THEATRE, directly or indirectly, or through agents, or independent contractors".

(b) The OPERA THEATRE agrees that the terms of this agreement apply only to rehearsals and performances in the United States and Canada and their

dependencies or possessions. AGMA and the OPERA THEATRE agree to negotiate terms and conditions, including all terms of employment, rehearsal, travel and performance, as a condition for granting permission to the OPERA THEATRE to take ARTISTS for an engagement or series of engagements on tour outside of the United States or Canada.

3. EXCLUSIONS

Excluded from this Agreement are the public education, training, and internship programs of the OPERA THEATRE. The terms of this Agreement shall not be applicable to the above mentioned programs except where participants (other than ARTISTS as defined in this Agreement) have been engaged subject to the terms and conditions of a collective bargaining Agreement. Where that is the case, the terms of this Agreement shall apply to all ARTISTS otherwise covered by this Agreement.

Further, in a season which includes four (4) productions, Opera Theatre may engage staging staff interns under the following conditions:

(a) At least two (2) Assistant Stage Directors, four (4) Stage Managers and two (2) Assistant Stage Managers have been engaged for the season.

(b) At least one (1) Stage Manager and (1) Assistant Stage Manager have been engaged for the production for which the staging staff intern is engaged.

(c) The number of Interns in the position of Assistant Stage Director engaged for the season shall equal the number of Assistant Stage Directors engaged in the season.

(d) No more than one (1) Intern in the position of Assistant Stage Manager and one (1) Intern in the position of Assistant Stage Director shall be engaged for any production.

(e) No Choreographer Intern may be engaged for any production unless a Choreographer is engaged for such production.

4. AVAILABILITY OF AGREEMENT

OPERA THEATRE shall post a notice advising AGMA ARTISTS that a copy of this Agreement and all other Agreements pursuant hereto (e.g., Side Letters) shall be available for inspection at the administrative office and from the AGMA delegate(s), with the name(s) of such delegates appearing in the notice.

5. MEMBERSHIP IN AGMA

(a) Until and unless the union security provisions of the Labor Management Relations Act, 1947, as amended, are repealed or amended so as to permit a stricter union security clause, the following provisions shall apply:

"The OPERA THEATRE shall engage and maintain in its service only such persons covered by this AGREEMENT as are members of AGMA in good standing or as shall make application for membership on the thirtieth (30th) day following the beginning of service hereunder or the date of execution of this AGREEMENT, whichever is the later, and thereafter maintain such membership in good standing as a condition of service." In the event said Act is repealed or amended as to permit a stricter union security clause the above provision shall be deemed amended accordingly. The provisions of this paragraph are subject to said Act."

(b) AGMA agrees that it is and will continue to be an open union and will keep its membership rolls open and will admit to membership all ARTISTS engaged by the OPERA THEATRE and will not impose unreasonable entrance fees or dues upon its members; provided, however, nothing contained in this AGREEMENT shall be deemed to limit the right of AGMA to suspend, expel, otherwise discipline or to refuse to admit to membership or readmit a member, pursuant to the rules, regulations, Constitution and By-Laws of AGMA, and provided, further, that nothing contained herein shall require the OPERA THEATRE to discharge or refuse to engage any ARTIST by reason of any action of AGMA which is in violation of the said Labor Management Relations Act.

(c) Nothing contained within this Agreement or the Individual Engagement Contracts in any way shall abrogate the artistic prerogatives of the management, which shall be the sole judge and arbiter of any and all artistic matters.

(d) AGMA acknowledges the right of the OPERA THEATRE to manage the Company.

(e) AGMA agrees to consider and act upon all charges filed in writing by the OPERA THEATRE against AGMA member(s) and shall conduct a hearing when warranted in accordance with the AGMA Constitution and By-Laws. The OPERA THEATRE agrees that such charges filed in writing with AGMA and acted upon by AGMA shall not be subject to arbitration.

(f) "Membership" and "Good Standing" as used in this paragraph shall mean the status of an individual who timely tenders AGMA's uniformly required initiation fees and periodic dues.

6. DEDUCTIONS

(a) AGMA and OPERA THEATRE agree that OPERA THEATRE shall deduct from ARTIST's compensation as may be required by applicable law or statute (local, state or federal), social security, withholding, taxes, disability, other payroll deductions, and other payments or contributions. OPERA THEATRE may also deduct amounts due OPERA THEATRE, fines for lateness, or any other deductions provided for in the Agreement or any mutually agreed upon amendment to or modification thereof.

(b) The OPERA THEATRE agrees that it will deduct ("Check-Off") from the gross compensation earned and to be earned by each ARTIST covered under this Agreement, for whom there shall be filed with the OPERA THEATRE 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 such deduction, travel expenses, meal money, per diem (to the extent provided for in this Agreement) 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 OPERA THEATRE 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.

Within one (1) week after the end of each payroll period, the OPERA THEATRE 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 OPERA THEATRE further agrees that, upon written request of AGMA, delinquent dues and initiation fees payable to AGMA shall be deducted from the compensation of ARTISTS and paid by the OPERA THEATRE to AGMA by separate check.

At the time of such remittance, and together therewith, the OPERA THEATRE 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. The OPERA THEATRE will not be liable for failure to make a deduction or deductions; however, the OPERA THEATRE will use reasonable care in making deductions.

The OPERA THEATRE agrees that a special written assignment in the following form, which may be contained in the ARTIST's individual contract with the OPERA THEATRE, will be acceptable for the purpose of this Paragraph.

"The actual compensation of the ARTIST shall be set forth herein, and there shall be no remissions, rebates, discounts, booking fees, commissions or other payments or deductions whatsoever from the ARTIST's compensation except such taxes or

withholdings as are required by statute, and except further that the ARTIST hereby assigned to AGMA from any compensation to be earned in connection with this Contract such amounts for dues, initiation fees, and assessments certified by AGMA as due and authorizes and directs the deduction of such amounts from the ARTIST's compensation and the remission of same to AGMA. This assignment, authorization, and direction covers all compensation earned as a result of services performed under this Contract (regardless of how characterized or when paid). This assignment, authorization and direction shall remain in effect and be irrevocable, and shall be continued automatically, unless the ARTIST revokes it by giving written notice to the OPERA THEATRE and AGMA by registered mail not more than 30 days and not less than 15 days prior to the expiration of each successive one year period or of each successive Collective Bargaining Agreement, whichever occurs sooner. Such revocation shall become effective the first day of the calendar month following its receipt."

(c) No other deductions shall be made from any ARTIST's compensation.

7. FEES AND COMMISSIONS

No officer, director or agent of the OPERA THEATRE and no person who occupies a paid supervisory or paid executive position with AGMA or with OPERA THEATRE, or who receives compensation from OPERA THEATRE and participates in engaging, casting, or discharging of ARTISTS, shall act as manager, agent, or personal representative of any ARTISTS or receive any fee, commission or other consideration for services of such character from any ARTIST.

8. AGMA DELEGATES AND REPRESENTATIVES

A delegate or representative, duly authorized by AGMA and with the full cooperation of the OPERA THEATRE:

(a) Shall be admitted to any location where ARTISTS are working or are scheduled to work.

(b) Shall act as liaison between ARTISTS and AGMA.

(c) May make representations to the OPERA THEATRE concerning AGMA and its members.

(d) Shall report any violations of this Agreement both to the OPERA THEATRE and to AGMA.

(e) Shall conduct meetings pertaining to AGMA business at such times not to conflict with rehearsals or performances, and OPERA THEATRE will endeavor to make a facility available for such meetings.

(f) Shall at all times have the right to bring matters of safety to the attention of OPERA THEATRE.

The AGMA delegate shall have no authority to stop or interfere with any part of any performance or rehearsal or interfere in any way with the performance of the duties of the OPERA THEATRE except when authorized by the National Office of AGMA to stop professional activities due to lack of payment for services or failure to post a requested bond.

9. DISCRIMINATION AND SEGREGATION

(a) AGMA may represent its members in any dispute which may arise with the OPERA THEATRE. The OPERA THEATRE shall not dismiss or otherwise penalize any ARTIST for fulfilling his duties or obligations as a delegate or as an AGMA member. Any AGMA delegate or member who claims that the OPERA THEATRE has given him notice, or otherwise penalized or discriminated against him for fulfilling his duties, either as a delegate or as an AGMA member, may present his case to AGMA which shall give the OPERA THEATRE an opportunity to be heard if it desires to avail itself of this opportunity. If AGMA is satisfied that such activities are the real cause of dismissal or of any penalty, it may permit the ARTIST's claim to be arbitrated and shall have the power to determine the character and the amount of the claim to be submitted. If the member's claim is sustained, he shall be reinstated with back pay from the date of dismissal to date of reinstatement plus any penalty which the arbitrators shall deem appropriate in the circumstances.

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

(c) OPERA THEATRE shall not discriminate against any ARTIST because of race, color, creed, sex, age, disability (unless such disability adversely affects the work for which ARTIST is engaged by OPERA THEATRE), national origin, nationality or sexual orientation.

(d) No ARTIST will be required to appear in any theater or place of performance where discrimination is practiced, because of race, color, creed, sex, age, disability, national origin, nationality or sexual orientation, against any ARTIST or patron as to admission or seating arrangements.

10. WORKER'S COMPENSATION

OPERA THEATRE will carry, at its expense, Worker's Compensation Insurance, or its equivalent, covering all ARTISTS wherever they may work for the OPERA THEATRE, without regard to fault, to the extent required by the laws of the State of its principal place of business.

11. BOND

The OPERA THEATRE agrees to assign a THIRTY THOUSAND (\$30,000.00) DOLLAR security deposit (the form of which to be mutually agreed upon) with AGMA at least two (2) weeks prior to the commencement of any rehearsal or performance to insure the fulfillment of all the OPERA THEATRE's obligations under the terms of this Agreement and/or Individual Artist's Contract. AGMA agrees that personal liability in Paragraph 12 of the Standard Artist's Contract shall be deleted from this Agreement only if the THIRTY THOUSAND (\$30,000.00) DOLLAR security deposit is placed with AGMA.

Upon notice by the OPERA THEATRE to AGMA that any engagement, series of engagements, or tour has been terminated and every ARTIST returned to his/her domicile, AGMA shall return such security deposit, which AGMA may have in its possession or under its control, not later than two (2) weeks after the OPERA THEATRE's final performance, less any claims made by AGMA for any violations of the terms of this Basic Agreement and/or less any claims made by an ARTIST against the OPERA THEATRE for violations of his individual contract.

12. INDIVIDUAL ARTIST'S CONTRACTS

(a) All contracts and agreements made by the OPERA THEATRE with ARTISTS engaged under this Agreement shall conform in every respect to all the provisions of this Agreement and shall be executed only on the "Individual Artist's Contract" forms appended to this Agreement as Exhibit "A", subject to such additions thereto and modifications thereof as may be agreeable to the ARTIST and to AGMA, but in no event inconsistent to the Agreement or less favorable to such ARTIST.

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

(c) Failure of the OPERA THEATRE to file copies of contracts with AGMA shall constitute a breach of contract by the OPERA THEATRE. In such a breach, the ARTIST may at any time, AGMA consenting, terminate the same

without notice, and the OPERA THEATRE agrees to pay forthwith to the ARTIST, as damages for such breach in full, an amount equal to the full face value of his contract which will include all service rendered by the ARTIST. In no case shall any offsets be allowed to the OPERA THEATRE for the earnings of the ARTIST in a new or subsequent engagement.

(d) No ARTIST is permitted to take part in any performance or rehearsal, without first signing an Individual Artist's Contract. Individual contracts shall specify the Opera and roles for which the ARTIST is engaged, the role (if any) which he is understudying, dates of performance and any other services contracted for and covered by this Agreement, such as transportation compensation, which must be a separate item to be provided in the contract form.

(e) AGMA agrees that if the OPERA THEATRE shall deliver AGMA's copy of any executed Individual Artist's Contract to AGMA, and if within thirty (30) days thereafter AGMA shall not have returned said copy marked "Disapproved", AGMA shall be deemed to have approved said contract including any rider, addition or modification thereto.

(f) The ARTIST agrees to be prompt at rehearsals and performances, to pay strict regard to make-up and dress, to perform his services to the best of his ability and to abide by all reasonable rules and regulations of the OPERA THEATRE which are not in conflict with AGMA rules or with this Basic Agreement.

(g) AGMA hereby affirms that nothing contained within this Agreement in any way abrogates the artistic prerogative of the OPERA THEATRE with respect to casting decisions.

13. ASSIGNMENT OF ARTIST'S CONTRACT

Executed Individual Artist's Contracts may not be assigned or transferred unless the written consent of the ARTIST concerned, the OPERA THEATRE and AGMA shall have been endorsed on the face of the contract or on the transfer of assignment thereof.

14. CONTRIBUTION TO OPERA THEATRE FORBIDDEN

The OPERA THEATRE agrees that no ARTIST will be solicited or required to make any payments or contributions of any kind or nature whatsoever in order to acquire or continue engagement by the OPERA THEATRE, or as a condition of acquiring or continuing such engagement or any preferment in such engagement, and the OPERA THEATRE agrees that it will not accept or receive any such payments or contributions.

15. DEFINITIONS

Whenever used in this Agreement unless otherwise provided:

(a) **WEEK** - A week shall be seven (7) consecutive days commencing on the first day of work for a production in any season for which the ARTIST is engaged and ending not later than the preceding day of the following week. The workweek for an ARTIST engaged for more than one production shall not change. A free day shall be included in each seven (7) consecutive day period.

(b) **PERFORMANCE WEEK** A performance week is a week during which at least one (1) performance is given.

(c) **REHEARSAL WEEK** A rehearsal week is a week during which no performance is given.

(d) **CITY OF ORIGINATION** - the term "city of origination" shall mean the greater metropolitan area of the OPERA THEATRE's principal business location.

(e) **ARTIST'S DOMICILE** - the term "ARTIST's domicile" shall mean an area within a 55-mile radius of the ARTIST's permanent dwelling.

(f) **FREE DAY** - The term "free day" shall mean a period of time commencing at midnight and ending at 9:00 AM the morning of the second day, during which no travel, rehearsal, or performance may take place, unless additional compensation is paid as required by this Agreement. ARTISTS will not be required to rehearse or perform or travel for more than ten (10) consecutive days without a free day, in which case the eleventh (11th) day must be a free day. Each ARTIST shall receive one (1) free day during each week during which there shall be no work. In the event the Opera Theatre finds it necessary to call an ARTIST on the free day, such ARTIST shall be compensated no less than time and one-half for the first occurrence and double time for any subsequent occurrence and shall further receive an additional free day in that week.. OPERA THEATRE shall post the free day for PERFORMING PRINCIPAL ARTISTS by the last day of the preceding week. OPERA THEATRE shall also use its best efforts to simultaneously post the free day for all other ARTISTS but shall in no event post the free day for such other ARTISTS later than forty-eight (48) hours prior to the ARTIST's free day. No free day shall be cancelled or changed for any ARTIST with less than forty-eight (48) hours notice The minimum call on a free day shall be three (3) hours, four (4) hours for PRODUCTION STAFF.

(g) **INDIVIDUAL ARTIST'S CONTRACT** - this term or the terms "Standard Individual Contract" and "Standard Artist's Contract" shall mean the forms attached hereto as "Exhibit A".

(h) CLASSIFICATION OF ROLES - the terms "leading roles", "featured roles", "supporting roles", and "solo bit roles" shall apply to ARTISTS engaged to perform such roles as found in Exhibit "C" - "Classification of Roles", attached hereto. The OPERA THEATRE and AGMA will jointly decide by a mutually agreeable date the role classification and minimum chorus size for new works.

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

16. PAYMENT TO ARTISTS

(a) ARTISTS engaged on a weekly basis shall be paid no later than the day prior to the last banking day of each week of engagement.

(b) ARTISTS engaged on a per performance basis shall be paid no later than the day prior to the last banking day of each week of engagement or the last day of engagement, whichever is earlier, unless otherwise agreed upon in ARTIST's Individual Artist's Contract.

(c) Payments shall be made in cash or by company check in United States dollars, regardless of where performances take place. AGMA shall have the right to require that OPERA THEATRE's check be certified whenever it deems it to be necessary.

(d) ARTISTS shall be paid the first seven (7) days of the ARTIST's contracted per diem upon arrival in the MANAGEMENT's city of origination and shall receive each subsequent week's (or partial week's) per diem no later than the first day of the week for which the per diem is being paid. In addition, all non-resident ARTISTS shall receive the equivalent of bus or airport shuttle transportation expenses to and from the airports, bus terminal and railway stations upon submission of receipts unless such transportation is provided by OPERA THEATRE. Such per diem payments shall be made by separate check (unless a single cumulative payroll check provides a complete delineation of fees, per diems, deductions, etc.) and not considered part of ARTIST's performance or weekly compensation.

(e) When an ARTIST is required to be present during any day for two (2) or more separate services, defined as two (2) or more calls for rehearsal,

performance, costume fitting, wig fitting, publicity photos, etc., with a separation of three (3) or more hours between the end of one call and the commencement of the next call, such ARTIST shall be reimbursed for mileage incurred for travel to and from the ARTIST's residence in the city of origination and the site of the service for the second and all subsequent calls in the day at the then current rate provided by OPERA THEATRE as reimbursement for business use of a car. ARTIST shall provide appropriate documentation on the forms utilized by OPERA THEATRE no later than the last day of the current season.

(f) All overtime and penalty payments (including payments for violations of free days, rest times, work spans, etc.), and/or payments, if any, for covering of roles shall be paid in addition to (i.e., shall not be credited against) any over scale compensation which the ARTIST may receive according to the terms of his Individual Artist's Contract.

(g) Each ARTIST shall receive full payment of remedies for violations of the terms and conditions of this Agreement, regardless of whether such ARTIST shall have two (2) or more Individual Artist's Contracts with OPERA THEATRE which may overlap with respect to times of engagement.

(h) It is OPERA THEATRE's responsibility to provide transportation on behalf of ARTISTS to and from OPERA THEATRE's city of origination and the ARTIST's domicile. OPERA THEATRE satisfies this obligation by providing each PRINCIPAL PERFORMING ARTIST and STAGE DIRECTOR with a round trip airplane ticket, at the lowest prevailing rate, between ARTIST's domicile and OPERA THEATRE's city of origination, or the equivalent in cash, at the ARTIST's option. OPERA THEATRE satisfies this obligation for all other ARTIST's by providing each such ARTIST with a round trip airplane ticket at the lowest prevailing rate, between the ARTIST's domicile and OPERA THEATRE's city of origination, or the cash equivalent, or mileage reimbursement up to \$500.00 at the then current rate provided by OPERA THEATRE as reimbursement for business use of a car, all at the ARTIST's option. Reimbursement for mileage will be made to the ARTIST upon receipt of appropriate documentation on the forms utilized by OPERA THEATRE for reimbursement for business use of a car. OPERA THEATRE shall, upon request, provide the ARTIST with an estimated reimbursement prior to the ARTIST's arrival at the city of origination and the ARTIST shall provide appropriate documentation upon arrival in St. Louis on the forms utilized by OPERA THEATRE for reimbursement for business use of a car. Reimbursement forms requesting adjustments to estimated reimbursements must be received no later than the last day of the current season to qualify for such reimbursement.

(i) Payments for other than the specified per diem and regular rehearsal and performance compensation, including, but not limited to overtime payments, extraordinary risk, and penalty payments, shall be paid not later than the payroll period immediately subsequent to the event requiring such payments have occurred, unless otherwise set forth herein.

(j) OPERA THEATRE, to the extent that it does not incur excessive additional expense, will provide ARTISTS with the option of receiving payment by direct deposit.

17. TRANSPORTATION FOR TOURING

(a) BY BUS

(1) The OPERA THEATRE may request permission of AGMA to transport ARTISTS by first-class private bus. AGMA agrees to act upon such request within fifteen (15) days after it is made and not to withhold its consent unreasonably. In the event that such permission is granted, the OPERA THEATRE agrees to show proof to AGMA, in writing, that the carrier company carries public liability insurance to the limit of FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS on each vehicle engaged.

(2) Travel by bus shall be restricted to a maximum of six (6) hours on a one (1) performance day, eight (8) hours on a non-performance day, and no more than three (3) hours on a two (2) performance day. Any travel which exceeds these daily limitations shall be compensated at time and one half per half (1/2) hour or any fraction thereof; such rate to be determined by dividing the applicable weekly rate by thirty-six (36). There shall be no rehearsal on travel days.

(3) The OPERA THEATRE agrees that transportation by bus shall be by first-class bus, with heating, air conditioning, and ventilating facilities in working order. In the event that the bus used to commence a tour requires replacement because of an emergency, such replacement bus shall meet the same standards as to seating capacity, luggage facilities, ventilation and heating facilities as in the initial bus. Such replacement shall take place within no more than five (5) days from the date of the occurrence of the emergency. Where such replacement does not take place within the time specified above, the ARTISTS shall have the right to refuse to travel by bus. Where such replacement bus arrives within the time specified above, but is not up to the standards of the initial bus, the OPERA THEATRE shall have no more than five (5) days from the arrival to obtain another replacement. Where such second replacement does not arrive within the time specified above, or it is not up to the standards of the initial bus, the ARTISTS shall have the right to refuse to travel by bus.

(b) BY BOAT

In the case of travel by boat, the accommodations for the ARTISTS shall be what is commonly termed "tourist" passage or better. In the event that any boat does not have "tourist" passage, the accommodations shall be such passage as is comparable to what is commonly termed "tourist" passage.

(c) BY PLANE

ARTIST agrees to travel by regularly scheduled air carrier; however, ARTIST and OPERA THEATRE may agree to alternate means of transportation by mutual consent of the parties, to be indicated upon the Individual Artist's Contract. The OPERA THEATRE agrees to purchase insurance on the life of each ARTIST during said airplane travel, having a value of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00).

(d) SICKNESS OF ARTIST

(1) In the event that the ARTIST shall continue to be unable to perform services after the sick leave period referred to in Paragraph 36 of this Basic Agreement, the OPERA THEATRE shall return the ARTIST to his own domicile and shall provide the ARTIST with return transportation by no less than the same means as provided for the ARTIST upon his arrival, and no further claim for payment under the ARTIST's contract shall be due after departure because of such illness.

(2) It shall be the obligation of the OPERA THEATRE to provide transportation to the place of performance for the ARTIST engaged to replace the ARTIST forced to cancel his contract, by the same means as provided the ARTIST who has been forced to cancel his contract, and to provide return transportation to the city of origination at the end of the engagement period.

(3) OPERA THEATRE may request a certificate of a doctor as to the illness of the ARTIST and an examination by a doctor designated and paid for by the OPERA THEATRE as a condition precedent to fulfilling the above clause (1) of this Subparagraph.

18. BAGGAGE

The OPERA THEATRE shall provide and pay for the transportation of the ARTIST's personal baggage (up to one hundred and fifty (150) pounds weight) to and from points of engagement outside the city of origination. The OPERA THEATRE shall be liable for any loss to the ARTIST on account of loss or damage to such baggage (ordinary wear and tear excepted) to a value not in excess of TWO THOUSAND (\$2,000.00) DOLLARS for each ARTIST, provided the ARTIST shall have provided a suitable container therefore and which has been kept locked. This paragraph shall pertain only to owned or chartered means of transportation under the OPERA THEATRE's control.

19. CHANGE OF APPEARANCE

OPERA THEATRE may request appropriate appearance (such as the absence

of facial hair) if written notification is given at least six (6) weeks prior to the first rehearsal. OPERA THEATRE shall so notify ARTISTS of the possibility of this requirement, if applicable, in "Schedule A" of the Individual Artists Contract. The ARTIST must advise OPERA THEATRE at least six (6) weeks in advance of the first rehearsal if any severe change in the ARTIST's physical appearance, such as loss or gain of weight, since the signing of the Individual Artist's Contract.

20. ADVANCE NOTIFICATION TO PERFORMING PRINCIPAL ARTISTS

OPERA THEATRE shall notify PERFORMING PRINCIPAL ARTISTS of the language, translation, version, cuts, interpolations, dialogue additions, and/or deletions and cadenzas of each opera assigned at the time the Individual Artist's Contract is signed, or if not yet known, the OPERA THEATRE shall provide the ARTIST with all information at least six (6) weeks prior to the first rehearsal of said opera. OPERA THEATRE will provide ARTISTS with such information in writing. Failure to so notify shall result in the ARTIST and the OPERA THEATRE mutually agreeing upon a version of the opera. This shall not apply to newly composed works.

21. ADVANCED NOTIFICATION TO AGMA OF AUDITIONS

OPERA THEATRE will give AGMA at least one (1) week's advance notification of open auditions for all ARTISTS and where appointments may be made, if OPERA THEATRE undertakes open auditions.

22. EXTRA PERFORMANCES AND SERVICES

(a) If any ARTIST shall be required to take part in a greater number of performances in any one week than is provided for herein; or if any Leading or Featured ARTIST is required to take part, as Leading or Featured ARTIST, in two (2) performances in any one (1) day, such ARTIST shall be paid an additional compensation based upon a pro-rata of his contractual compensation (exclusive of per diem) for each such additional performance.

(b) Any ARTIST who performs the services of Singer and STAGE DIRECTOR in the same opera production shall be compensated for such engagement by two distinct fees, in the appropriate categories.

(c) In the event a PERFORMING PRINCIPAL ARTIST is required to perform a cover role, per contractual commitment, the ARTIST will be paid at least the minimum per performance rate, commensurate with the classification of the role as listed in "Schedule C" and as provided above, for each performance rendered in addition to the ARTIST's existing contractual compensation.

23. PER DIEM COMPENSATION FOR RUN-OUT ENGAGEMENTS AND TOURING

(a) "Run-Out Engagements": When an ARTIST is required to perform run-out engagements beyond a thirty (30) mile radius of OPERA THEATRE's location of business, but is not required to stay overnight. For run-out engagements, each ARTIST shall be entitled to per diem compensation, provided he is not already receiving per diem of an equal or greater amount, as follows:

DEPARTURE PRIOR TO or RETURN AFTER	as of 8/1/01	as of 8/1/02	as of 8/1/03
9:00AM	\$12.10	\$12.71	\$13.34
1:00PM	\$16.56	\$17.39	\$18.26
6:00PM	\$24.24	\$25.45	\$26.72
Total	\$52.90	\$55.55	\$58.32

(b) "Touring": When an ARTIST is required to perform, other than in the city of origination, and is required to stay overnight. When touring, each ARTIST shall be entitled to per diem compensation for lodging and meals, provided he is not already receiving per diem of an equal or greater amount, in an amount equal to one hundred twenty percent (120%) of the per diem payment as provided in this Basic Agreement for PERFORMING PRINCIPAL ARTISTS.

(c) If any ARTIST engaged on a single performance basis or on a weekly basis is required to travel any day other than the day of his performance or during a week which is neither a rehearsal week nor a performance week, he shall be paid not less than an amount equal to one hundred twenty percent (120%) of the per diem payment as provided in this Basic Agreement for PERFORMING PRINCIPAL ARTISTS.

This per diem shall be paid for each day (beginning at midnight and ending the following midnight) or part thereof during which he shall travel.

(d) If any ARTIST engaged on a single performance or on a weekly basis is returned to the city of origination after 2:30 AM of the morning following the end of his performance or of his engagement, then the OPERA THEATRE shall pay such

ARTIST an additional sum of not less than \$9.79 as of 8/1/01, \$10.27 as of 8/1/02, and \$10.79 as of 8/1/03 for such ARTIST's sustenance. ARTISTS shall be required to take the first available standard transportation furnished by the OPERA THEATRE.

(e) If the ARTIST is not returned to the city of origination within the last day of the last performance week, he shall be paid not less than an amount equal to one hundred twenty percent (120%) of the per diem payment as provided in this Basic Agreement for PERFORMING PRINCIPAL ARTISTS.

On a final partial travel day, per diem shall be paid in accordance with sub-paragraph (a) above.

If any travel on the final day of travel to the city of origination ends after 10:00 PM, full per diem as provided in sub-paragraph (a) above shall be paid to each ARTIST.

24. GENERAL PROVISIONS AND COMPENSATION FOR ALL ARTISTS

(a) HOLIDAYS

Services on New Year's Day, Memorial Day (other than a single three (3) hour rehearsal), Labor Day, Thanksgiving Day, and Christmas Day will be compensated at double the ARTIST's regular hourly rate. The minimum call for work on holiday will be three (3) hours, four (4) hours for Production Staff.

(b) SUNDAY REHEARSALS

Other than unalterable rehearsals with the orchestra, no rehearsal shall take place on Sunday before twelve o'clock noon (12:00 PM).

(c) UNDERSTUDIES

Any PRINCIPAL PERFORMING ARTIST, ENSEMBLE ARTIST, or CHORISTER engaged as an understudy shall receive additional compensation, at least equal to the minimum per performance rate commensurate with the classification of the role as listed in "Schedule C", for each performance in which he sings a role, in addition to the ARTIST's existing contractual compensation.

(d) COMPENSATION

(1) PERFORMING PRINCIPAL ARTISTS

(A) Per Performance

	As of 0/1/01	As of 0/1/02	As of 0/1/03
Leading	\$538.59	\$565.52	\$593.79
Featured	538.59	565.52	593.79
Supporting*	368.35	386.77	406.10
Solo Bit*	156.94	164.79	173.03

Overtime compensation [Double time - two (2) times the weekly rate divided by thirty-six (36):

Rehearsal	552.31	579.92	608.92
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Overtime compensation [one and one half (1 1/2) times the weekly rate divided by thirty-six (36):

Featured	775.84	814.63	855.36	4
Supporting*	645.63	677.92	711.81	6
Solo Bit*	645.63	677.92	711.81	6

*For two production increment, Supporting/Solo Bit - Paid at Leading Rate plus the following:

Cross Casting Increment	109.28	114.75	120.48
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Overtime compensation [one and one half (1 1/2) times the weekly rate divided by thirty-six (36):

	As of 8/1/01	As of 8/1/02	As of 8/1/03
Leading and Featured	\$32.33	\$33.94	\$35.64
Supporting and Solo Bit	26.90	28.25	29.66

Overtime compensation [Double time - two (2) times the weekly rate divided by thirty-six (36):

	As of 8/1/01	As of 8/1/02	As of 8/1/03
Leading and Featured	\$43.10	\$45.26	\$47.52
Supporting and Solo Bit	35.87	37.66	39.55

Per Diem	As of 8/1/01	As of 8/1/02	As of 8/1/03
Four (4) Weeks or more	\$87.45	\$91.82	\$96.41
Less Than Four (4) wks	96.19	101.00	106.05

(2) PRODUCTION STAFF

Overtime compensation [Double time - two (2) times the weekly rate divided by forty-five (45)]:

Weekly	As of	As of	As of
Stage Director	\$923.35	\$969.52	\$1018.00
Choreographers	896.04	940.84	987.88
Assistant Stage Directors	715.74	751.52	789.10
Stage Managers*	846.87	889.21	933.67
Asst. Stage Managers*	715.44	751.52	789.10

*(housing provided in lieu of per diem, single room occupancy for SMs; double occupancy for ASMs)

Overtime compensation [one and one half (1 1/2) times the weekly rate divided by forty-five (45)]:

	8/1/01	8/1/02	8/1/03
Four (4) Weeks or more	\$87.45	\$91.82	\$96.41
Less Than Four (4) wks	96.19	101.00	106.05

(f) below *(Per Diem is not applicable to SM's and ASMs except as provided in

(3) DANCERS

(A) Weekly	As of 8/1/01	As of 8/1/02	As of 8/1/03	Max # of Perf
Solo Dancers	\$645.63	\$677.92	\$711.81	6
Ballet Msts	645.63	677.92	711.81	6
Corps Dancers	463.50	486.68	511.01	7

Overtime compensation [one and one half (1 1/2) times the weekly rate divided by thirty-six (36):

Solo Dancers	\$26.90	\$28.25	\$29.66
Ballet Msts	26.90	28.25	29.66
Corps Dancers	19.31	20.28	21.29

Overtime compensation [Double time - two (2) times the weekly rate divided by thirty-six (36):

Solo Dancers	\$35.87	\$37.66	\$39.55
Ballet Msts	35.87	37.66	39.55
Corps Dancers	25.75	27.04	28.39
Per Diem	As of 8/1/01	As of 8/1/02	As of 8/1/03
Four (4) Weeks or more	\$87.45	\$91.82	\$96.41
Less Than Four (4) wks	96.19	101.00	106.05

(B) Per Performance	As of 8/1/01	As of 8/1/02	As of 8/1/03
Solo Dancers	\$368.62	\$387.05	\$406.40
Ballet Msts	368.62	387.05	406.40
Corps Dancers	103.00	108.15	113.56
Incidental Soloists	19.31	20.28	21.29
Bit Soloist	12.88	13.52	14.19
Rehearsal Hourly	\$12.88	\$13.52	\$14.19
Rehearsal Overtime (1 1/2)	19.31	20.28	21.29
Rehearsal Overtime (2)	25.75	27.04	28.39

Per Diem	As of 8/1/01	As of 8/1/02	As of 8/1/03
Four (4) Weeks or more	\$96.19	\$101.00	\$106.05
Less Than Four (4) wks	104.94	110.18	115.69

(4) CHORISTERS

Per Performance CHORISTERS	As of 8/1/01	As of 8/1/02	As of 8/1/03
Per Performance	\$103.00	\$108.15	\$113.56
Bit/Mute Role	19.31	20.28	21.29
Super Role	12.88	13.52	14.14
Rehearsal Hourly	12.88	13.52	14.19
Rehearsal Overtime (1 1/2)	19.31	20.28	21.29
Rehearsal Overtime (2)	25.75	27.04	28.39
Per Diem	As of 8/1/01	As of 8/1/02	As of 8/1/03

Four (4) Weeks or more	\$96.19	\$101.00	\$106.05
Less Than Four (4) wks	104.94	110.18	115.69

(5) ENSEMBLE

	As of 8/1/01	As of 8/1/02	As of 8/1/03
First Year *	\$412.00	\$432.60	\$454.23
Returning *	463.50	486.68	511.01
	*(plus housing provided)		
Sustenance	360.00	390.00	420.00

Overtime compensation [one and one half (1 1/2) times the weekly rate divided by thirty-six (36):

First Year	\$17.17	\$18.03	\$18.93
Returning	19.31	20.28	21.29

Overtime compensation [Double time - two (2) times the weekly rate divided by thirty-six (36):

First Year	\$22.89	\$24.03	\$25.24
Returning	25.75	27.04	28.39

Maximum number of Performances per week: 4 if singing a Featured role pursuant to section 27 (a) (1), 6 if singing Supporting, Chorus Bit and/or Solo Bit roles, 7 if only singing in the chorus with no Chorus Bits.

(e) Each ARTIST, other than STAGE MANAGERS, ASSISTANT STAGE MANAGERS, and ENSEMBLE members, shall receive per diem for each day ARTIST is engaged in the City of Origination but outside the ARTIST's domicile, at the lower per diem rate when in the City of Origination for four weeks or more continuously, and at the higher rate when in the City of Origination for less than four (4) weeks.

(f) Should OPERA THEATRE plan a tour outside of the City of Origination requiring overnight accommodations, the parties agree to negotiate the applicability of and/or amount of appropriate per diem provisions for all ARTISTS.

25. SERVICE PROVISIONS FOR PERFORMING PRINCIPAL ARTISTS

(a) The number of hours of rehearsal for PERFORMING PRINCIPAL ARTISTS shall not exceed thirty six (36) hours per week and the number of hours of service (inclusive of rehearsal, performance, coaching, fittings, publicity photograph sessions) shall not exceed an average of thirty (30) hours per week over the period of the PERFORMING PRINCIPAL ARTIST's engagement. The number of hours for a performance shall be the length of the call but at least three (3) hours.

(2) All costume fittings shall be deemed to be one (1) hour in duration or the length of the call whichever is greater. ARTISTS must notify OPERA THEATRE whenever the call exceeds one (1) hour.

(b) A workday other than a performance day shall consist of no more than six (6) hours of rehearsal (inclusive of the time required for fittings and publicity photograph sessions) and one (1) hour of coaching except as follows:

(1) During one (1) rehearsal week, there may be two (2) days of six (6) hours of rehearsals and one and one-half (1 1/2) hours of fittings provided that the maximum number of hours during all other days of that week shall not exceed six (6) hours (inclusive of coaching). If the number of hours during the other days of that week exceeds six (6) hours (inclusive of coachings), such hours, but not the two (2) one and one-half (1 1/2) hours of fittings, shall be paid at the overtime rate.

(2) During two (2) rehearsal weeks, there may be one (1) day of six (6) hours of rehearsals and one and one-half (1 1/2) hours of fittings provided that the maximum number of hours during at least two (2) other days of that week shall not exceed six (6) hours (inclusive of coaching).

(3) During one (1) rehearsal week other than the rehearsal week referred to in (1) above, there may be one (1) day of two (2) hours of publicity photograph sessions. If the two (2) hours of the publicity photograph session occur during a week referred to in (2) above, the maximum number of hours during all other days of that week shall not exceed six (6) hours (inclusive of coachings). If the number of hours during the other days of that week exceeds six (6) hours (inclusive of coachings), such hours, but not the two (2) hours of the publicity photograph session, shall be paid at the overtime rate.

(4) The foregoing notwithstanding, Opera Theatre shall use its best efforts to ensure that the maximum hours during rehearsal weeks shall not exceed thirty-six (36) hours per week or seven (7) hours a day (inclusive of coaching).

(c) A performance day shall consist of no more than three (3) hours of rehearsal inclusive of time required for fittings, publicity photograph sessions, and coachings plus the performance. Notwithstanding the foregoing, a PERFORMING PRINCIPAL ARTIST engaged for more than one (1) production in the season may be called to two (2) performances in a day, or a piano dress rehearsal or orchestra

dress rehearsal plus a performance in a day, which additional hours of service shall not be included in determining whether the daily and weekly maximum hours of work per week have been exceeded provided that the total hours of service do not exceed an average of thirty (30) hours per week over the period of the PERFORMING PRINCIPAL ARTIST's engagement.

(d) A PERFORMING PRINCIPAL ARTIST may be engaged for more than one (1) production in a season under the following conditions:

(1) The two (2) productions are the first and last productions of the season.

(2) The role for which the PERFORMING PRINCIPAL ARTIST is engaged in each production is either a supporting or solo bit role.

(3) The minimum additional weekly compensation for the PERFORMING PRINCIPAL ARTIST is at least one hundred nine dollars and twenty eight cents (\$109.28) per week, as of 8/1/01; one hundred fourteen dollars and seventy five cents (\$114.75) per week, as of 8/1/02; and one hundred and twenty dollars and forty eight cents (\$120.48) per week, as of 8/1/03 for the period of his engagement above the minimum weekly rate for leading and featured PRINCIPALS which shall constitute the overtime compensation for hours of service in weeks when both productions are in rehearsal or performance and rehearsal in excess of the daily and weekly maximum hours of work, provided that the total hours of service do not exceed an average of thirty (30) hours per week over the period of the PERFORMING PRINCIPAL ARTIST's engagement

(4) The foregoing notwithstanding, Opera Theatre shall use its best efforts to insure that the maximum hours during any week shall not exceed thirty-six (36) hours per week or seven (7) hours a day (inclusive of coaching).

(e) All hours of service outside these parameters shall be compensated at the ARTIST's overtime rate. All average hours of service in excess of the thirty (30) hours per week maximum average shall be compensated at the ARTIST's overtime rate multiplied by the number of weeks of engagement. Such overtime compensation shall be computed in quarter (1/4) hour segments.

(f) In the event the OPERA THEATRE finds it necessary to call a PERFORMING PRINCIPAL ARTIST on the free day, such PRINCIPAL shall be compensated no less than the appropriate overtime rate for a minimum of three (3) hours.

(g) No rehearsal shall end later than 11:30 PM, except dress rehearsals, which may last until 12:30 AM.

(h) The call for a dress rehearsal shall be determined by OPERA

THEATRE. In no case, however, shall the call be less than one-half (1/2) hour prior to the call to report to stage. The calculation of total hours of rehearsal shall commence with the call and shall include: (a) one-half (1/2) hour after dismissal from stage for removal of costumes and make-up, and (b) any additional meeting time required to receive notes from the stage director, choreographer, conductor, or their assistants.

(i) No rehearsal or performance shall be scheduled before 10:00 am. OPERA THEATRE shall utilize its best efforts to schedule no other call, such as costume fittings, wig fittings, publicity photos, etc., before 10:00am and shall in no event schedule more than one (1) such call in any week. No PERFORMING PRINCIPAL ARTIST shall be called sooner than twelve (12) hours following the end of the last service of the preceding day. If a rehearsal or performance begins before 10:00 am or the "12 hour rule" is violated, the PERFORMING PRINCIPAL ARTIST shall be compensated at the rate of time and one-half (1 1/2) for the actual time worked before 10:00 am or within the twelve (12) hour proscribed period. The calculation of such penalty time shall be made in quarter (1/4) hour increments.

(j) PRINCIPAL PERFORMING ARTISTS are entitled to a minimum one (1) hour meal break (one and one half (1 1/2) hours when the pre and post break services are at Selkirks) exclusive of travel, after any rehearsal of three (3) or more hours in duration or after having rehearsed three (3) hours. Any PRINCIPAL PERFORMING ARTIST that is not provided with a meal break will receive one (1) hour of over time at the time and a half rate.

(k) During rehearsal sessions, PERFORMING PRINCIPAL ARTISTS shall be allowed uninterrupted rest periods no later than every ninety (90) minutes according to the formula below. Dress Rehearsals shall be excepted, in which case rest periods will coincide with intermissions. If there are no intermissions, then a fifteen (15) minute rest period will be given at the conclusion of the run through of the show (including bows) and before the commencement of any notes or further direction by the stage director or conductor.

Two (2) hour rehearsals	ten (10) minutes of
Three (3) hour rehearsals	fifteen (15) minutes of
Four (4) hour	twenty (20) minutes of

Dress Rehearsals

	setup)
if more than one (1)	ten (10)
intermission	minutes of breaks (inclusive of rehearsal setup)

(l) No rehearsals shall be scheduled within two (2) hours of any performance call. In order to insure both the integrity of a production and/or safety of the performers, OPERA THEATRE may call PERFORMING PRINCIPAL ARTISTS for a recitative, dialogue, combat or dance warm-up within two (2) hours of the performance call. In so doing, every effort will be made to minimize the duration of the call and to integrate it with costume and make-up calls. If possible, the option to run the warm-up earlier in the performance day will be exercised, if it is requested by the majority of those called.

(m) Except as noted above (i.e. for required warm-ups), PERFORMING PRINCIPAL ARTISTS singing Leading and Featured roles shall not be called for any rehearsal on a performance day unless such rehearsal is specifically requested by the ARTIST and only then for a maximum of two (2) hours.

26. PRODUCTION STAFF

(a) ENGAGEMENT AS STAGE DIRECTORS, ASSISTANT STAGE DIRECTORS, CHOREOGRAPHERS, STAGE MANAGERS, and ASSISTANT STAGE MANAGERS (sometimes referred to as “STAGING STAFF PRINCIPALS”)

(1) All STAGING STAFF PRINCIPALS shall be listed in the program.

(2) (A) ASSISTANT STAGE DIRECTORS, STAGE MANAGERS, and ASSISTANT STAGE MANAGERS, assist STAGE DIRECTORS, CHOREOGRAPHERS, Conductors, and Assistant Conductors in the efficient and timely coordination and operation of all rehearsals and performances involving PERFORMING PRINCIPAL ARTISTS, ENSEMBLE ARTISTS, CHORISTERS, DANCERS, Supernumeraries, and other production personnel as directed by OPERA THEATRE. The STAGE MANAGER shall “call” all performances and staging rehearsals. The STAGE MANAGER engaged for the production will be present at all performances, dress rehearsals, run-through rehearsals, lighting and technical rehearsals, and staging rehearsals.

(B) OPERA THEATRE shall engage at least one Assistant Stage Director or Assistant Stage Director Intern in accordance with paragraph 3 of the Basic Agreement for each production. Such Assistant Stage Director or Assistant Stage Director Intern shall be engaged continuously from the first musical or staging

rehearsal of the production (whichever comes first) through the opening night performance of the production.

(C) OPERA THEATRE shall engage at least one (1) STAGE MANAGER for each production and no STAGE MANAGER shall be contracted as the STAGE MANAGER for more than one (1) production during any season. Such STAGE MANAGER shall be offered engagement commencing at least one (1) week prior to the first staging rehearsal for the production and thereafter shall be continuously engaged for all rehearsals and performances through the last performance of the production.

(D) OPERA THEATRE shall engage at least two (2) ASSISTANT STAGE MANAGERS for each season and assign at least one (1) ASSISTANT STAGE MANAGER to each production. Such ASSISTANT STAGE MANAGER shall be offered engagement commencing at least two (2) work days prior to the first musical rehearsal for the production and thereafter shall be continuously engaged for all rehearsals and performances through the last performance of the production.

(E) STAGE MANAGERS and ASSISTANT STAGE MANAGERS after being engaged for two (2) or more consecutive seasons shall be re-engaged for the succeeding season unless notified in writing of non-reengagement no later than thirty (30) days after the conclusion of the preceding season. All other STAGE MANAGERS and ASSISTANT STAGE MANAGERS shall be engaged for the succeeding season unless notified in writing of non-reengagement no later than November 1, following the preceding season.

(F) OPERA THEATRE may engage Staging Staff Interns in accordance with Paragraph 3 of the Basic Agreement.

(G) OPERA THEATRE shall engage a Fight Director certified by the Society of American Fight Directors, or an equivalent organization, whenever a production requires extensive coordinated movement of swords, weapons, or hand combat. AGMA will not unreasonably refuse to permit OPERA THEATRE to engage a qualified, but non-certified, Fight Director if the coordinated movement is neither extensive nor intricate.

(3) To the extent known, OPERA THEATRE shall inform the STAGE DIRECTOR or CHOREOGRAPHER, at the time engagement is offered for any production, of any contractual commitments to cast, covers, replacements, designers, Co-producers or other presenters. The preceding does not grant any right of prior approval to the STAGE DIRECTOR or CHOREOGRAPHER, unless such right of prior approval is otherwise provided in the Individual Artist's Contract.

(4) OPERA THEATRE shall inform the STAGE DIRECTOR and CHOREOGRAPHER of all pre-production conferences connected with the

production and, when deemed appropriate by OPERA THEATRE, the STAGE DIRECTOR or CHOREOGRAPHER shall be offered the option of attending such conferences. OPERA THEATRE shall be responsible for all travel, housing, and other related expenses incurred by the STAGE DIRECTOR or CHOREOGRAPHER.

(5) STAGE DIRECTOR and CHOREOGRAPHER shall be reimbursed for all expenses authorized or approved by OPERA THEATRE and incurred by the STAGE DIRECTOR or CHOREOGRAPHER in connection with his/her engagement (e.g. telephone, copying, etc.) The STAGE DIRECTOR or CHOREOGRAPHER shall provide OPERA THEATRE with any such reimbursement requests, including receipts or other comparable documents, within thirty (30) days of the conclusion of the contractual period with OPERA THEATRE and OPERA THEATRE shall reimburse the ARTIST within twenty-one (21) days thereafter.

(6) Upon the revival or rental by OPERA THEATRE of the complete production (both costume and scenery), the STAGE DIRECTOR originally engaged by OPERA THEATRE for said production shall be offered the right to stage such production or shall receive a fee equal to at least Ten percent (10%) of the STAGE DIRECTOR's original fee. This provision does not grant the Stage Director the right to prevent such revival or rental unless otherwise provided in the Individual Artist's Contract.

(7) Should a STAGE DIRECTOR be required to rehearse an alternate cast with at least Fifty percent (50%) of new PERFORMING PRINCIPAL ARTISTS, the STAGE DIRECTOR shall receive additional compensation equal to at least Fifty percent (50%) of his contractual weekly compensation for the period during which he is actually preparing such alternate cast. Provisions for rehearsing alternate casts, to the extent known, will be set forth in the Individual Artist's Contract.

(8) Whenever a STAGING STAFF PRINCIPAL performs two (2) functions and/or roles in any production (other than [i] a STAGE DIRECTOR, ASSISTANT STAGE DIRECTOR, or CHOREOGRAPHER performing two (2) of these three (3) functions or [ii] an ASSISTANT STAGE DIRECTOR, CHOREOGRAPHER, or BALLET MASTER/MISTRESS, performing two (2) of these three (3) functions) such STAGING STAFF PRINCIPAL shall receive at least the minimum fee for each function, i.e. two (2) distinct fees.

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

(10) STAGING STAFF PRINCIPALS shall have no

responsibilities or duties in connection with children, other dependents or animals other than those engaged in the production during rehearsals and performances.

(b) SERVICE PROVISIONS

(1) In recognition of the unique nature of their positions, STAGE DIRECTORS and CHOREOGRAPHERS are not subject to the rehearsal limitations or the overtime provisions contained elsewhere in this Agreement. However, OPERA THEATRE shall assign only reasonable and industry accepted hours and responsibilities. This is not to relinquish the STAGE DIRECTOR's and CHOREOGRAPHER's rights with regards to the other provisions of this Agreement including, but not limited to the Arbitration, Force Majeure, and the like.

(2) ASSISTANT STAGE DIRECTOR, STAGE MANAGERS, and ASSISTANT STAGE MANAGERS shall receive overtime compensation for all hours of rehearsal in any week in excess of fifteen (15) three (3) hour rehearsal sessions (excluding Chorus musical rehearsals). In lieu of such weekly overtime compensation, ASSISTANT STAGE MANAGERS, engaged for more than one (1) production during the season, will receive at least four (4) weeks of the ASSISTANT STAGE MANAGERS Weekly Overtime Increment.

(3) Services on a free day or holiday, other than a single three (3) hour rehearsal on Memorial Day, will be compensated at the appropriate overtime rate. The minimum call for work on a free day or holiday will be four (4) hours.

(4) STAGING STAFF PRINCIPALS are entitled to a minimum one (1) hour meal break (one and one half hours when the pre and post break services are at Selkirks) exclusive of travel but inclusive of rehearsal setup of not more than fifteen (15) minutes) between the morning and the afternoon rehearsal or performance, and between the afternoon and evening rehearsal or performance. Any STAGING STAFF PRINCIPAL who is not provided with a meal break will receive one (1) hour of overtime, at time and one half. STAGING STAFF PRINCIPAL must seek approval of OPERA THEATRE before incurring overtime.

(5) If a STAGING STAFF PRINCIPAL is required to work more than five (5) hours without a meal break, dress rehearsals excluded, then he shall be paid at double-time for all hours until such break is given. STAGING STAFF PRINCIPAL must seek approval of OPERA THEATRE before incurring overtime.

(6) During rehearsal sessions STAGING STAFF PRINCIPALS shall be allowed uninterrupted rest periods no later than every ninety (90) minutes according to the formula below. Dress Rehearsals shall be excepted, in which case rest periods will coincide with intermissions. If there are no intermissions, then a fifteen (15) minute rest period will be given at the conclusion of the run-through of the show (including bows) and before the commencement of any notes or further direction from the STAGE DIRECTOR or Conductor.

Two (2) hour rehearsals	ten (10) minutes of breaks
Three (3) hour rehearsals	fifteen (15) minutes of breaks
Four (4) hour rehearsals	twenty (20) minutes of breaks

Dress Rehearsals

if one (1) intermission	fifteen (15) minutes of breaks (inclusive of rehearsal setup)
if more than one (1) intermission	ten (10) minutes of breaks (inclusive of rehearsal setup)

(7) STAGING STAFF PRINCIPALS shall receive overtime at the rate of time and one half for all hours of work occurring within twelve (12) hours from the conclusion of the preceding day's last scheduled service.

(8) All overtime shall be computed in quarter hour increments.

27. ENSEMBLE ARTISTS

(a) ENGAGEMENT AS AN ENSEMBLE ARTIST

(1) ENSEMBLE ARTISTS shall be engaged on a weekly basis. For such weekly compensation, an ENSEMBLE ARTIST may be engaged to understudy roles, to perform certain featured roles, with AGMA's approval as to such featured roles, any supporting, solo bit, chorus bit or mute roles, as well as to sing chorus parts in the productions of OPERA THEATRE. If so engaged for a production (other than engaged as an understudy) an ENSEMBLE ARTIST may also be required to perform supernumerary roles without additional compensation.

(2) An Ensemble Artist engaged to perform a Featured role, as provided in (1), above, shall receive additional compensation in an amount at least equal to the difference between the appropriate ENSEMBLE weekly rate and the Featured weekly minimum rate of compensation for each performance week during which the ENSEMBLE ARTIST performs the role.

(3) An ENSEMBLE ARTIST engaged as an understudy shall receive additional compensation, at least equal to the minimum per performance rate for the role, for each performance in which he sings a role, in addition to the ARTIST's existing contractual compensation.

(4) A DANCE CAPTAIN as defined in section 29 a (1) shall be appointed for all productions for which a CHOREOGRAPHER has been engaged to choreograph ENSEMBLE MEMBERS unless the CHOREOGRAPHER or a BALLET MISTRESS/ MASTER is engaged through the last performance. The DANCE CAPTAIN will receive one performance fee at the CHORISTER per performance rate in addition to the ARTISTS regular compensation for performing as the DANCE CAPTAIN.

(5) All costume fittings shall be deemed to be forty-five (45) minutes in duration or the length of the call whichever is greater. ARTISTS must notify OPERA THEATRE whenever the call exceeds forty-five (45) minutes.

(b) SERVICE PROVISIONS FOR ENSEMBLE ARTISTS

(1) The number of hours of rehearsal and performance for ENSEMBLE ARTISTS shall not exceed thirty-six (36) hours per week and the number of hours of service (inclusive of rehearsals, performance, coaching, fittings, publicity photograph sessions) shall not exceed an average of thirty-six (36) hours per week over the period of the ENSEMBLE ARTIST's engagement. The number of hours for a performance shall be three (3) hours. For all performances when the ENSEMBLE ARTIST engaged as an understudy is not required to remain at the performance site later than one half (1/2) hour after curtain, the ENSEMBLE ARTIST shall be credited for one (1) hour of service. No rehearsal period shall be deemed to be less than one (1) hour in duration for ENSEMBLE ARTISTS rehearsing Principal Roles and three (3) hours in duration for ENSEMBLE ARTIST rehearsing choruses.

(2) A work day other than a performance day shall consist of no more than six (6) hours of rehearsal (inclusive of the time required for costume fittings and publicity photograph sessions) and one (1) hour of coaching except that during rehearsal weeks there may be an additional three (3) hours (maximum of four (4) calls) of costume fittings for each production requiring costumes. The foregoing notwithstanding, Opera Theatre shall use its best efforts to insure that the maximum hours during rehearsal weeks shall not exceed thirty-six (36) hours per week or seven (7) hours a day inclusive of coaching.

(3) A performance day shall consist of no more than three (3) hours of rehearsal (inclusive of the time required for costume fittings, publicity photograph sessions, and coachings) plus the performance. Notwithstanding the foregoing, an ENSEMBLE ARTIST engaged for more than one (1) production in the season may

be called to two (2) performances in a day, or a piano dress rehearsal or orchestra dress rehearsal plus a performance in a day, which additional hours of service shall not be included in determining whether the daily and weekly maximum hours of work per week have been exceeded provided that the total hours of service do not exceed an average of thirty-six (36) hours per week over the period of the ENSEMBLE ARTIST's engagement.

(4) All hours of work outside these parameters shall be compensated at the time and one half overtime rate, except that ENSEMBLE ARTISTS scheduled for more than seven (7) hours of service on consecutive days shall receive the double time overtime rate for all such hours of service, but in no event shall ENSEMBLE ARTISTS be so scheduled more than 3 days (whether or not consecutive) in any week. All average hours of service in excess of the thirty-six (36) hours per week maximum average shall be compensated at the ARTIST's time and one half overtime rate multiplied by the number of weeks of engagement. Such overtime compensation shall be computed in quarter (1/4) hour segments.

(5) In the event the OPERA THEATRE finds it necessary to call a ENSEMBLE ARTIST on the free day, such ENSEMBLE ARTIST shall be compensated no less than the overtime rate for a minimum of three (3) hours.

(6) No rehearsal shall end later than 11:30 PM, except dress rehearsals, which may last until 12:30 AM.

(7) The call for a dress rehearsal shall be determined by OPERA THEATRE. In no case, however, shall the call be less than one-half (1/2) hour prior to the call to report to stage. The calculation of total hours of rehearsal shall commence with the call and shall include: (a) one-half (1/2) hour after dismissal from stage for removal of costumes and make-up, and (b) any additional meeting time required to receive notes from the stage director, choreographer, conductor, or their assistants.

(8) No rehearsal or performance shall be scheduled before 10:00 am. OPERA THEATRE shall utilize its best efforts to schedule no other call, such as costume fittings, wig fittings, publicity photos, etc., before 10:00am and shall in no event schedule more than one (1) such call in any week. No ENSEMBLE ARTIST shall be called sooner than twelve (12) hours following the end of the last service of the preceding day. If a rehearsal or performance begins before 10:00 am or the "12 hour rule" is violated, the ENSEMBLE ARTIST shall be compensated at the rate of time and one-half (1 1/2) for the actual time worked before 10:00 am or within the twelve (12) hour proscribed period. The calculation of such penalty time shall be made in quarter (1/4) hour increments.

(9) ENSEMBLE ARTISTS are entitled to a minimum of one (1) hour meal break (one and one half (1 1/2) hours when the pre and post break services are at Selkirk's) exclusive of travel after any hours rehearsal of three (3) or more hours

in duration or after having rehearsed three (3) hours. Any ENSEMBLE ARTIST that is not provided with a meal break will receive one (1) hour of over time at the time and a half rate.

(10) During rehearsal sessions, ENSEMBLE ARTISTS shall be allowed uninterrupted rest periods no later than every ninety (90) minutes according to the formula below. Dress Rehearsals shall be excepted, in which case rest periods will coincide with intermissions. If there are no intermissions, then a fifteen (15) minute rest period will be given at the conclusion of the run through of the show (including bows) and before the commencement of any notes or further direction by the stage director or conductor.

Two (2) hour rehearsals	ten (10) minutes of breaks
Three (3) hour rehearsals	fifteen (15) minutes of breaks
Four (4) hour rehearsals	twenty (20) minutes of breaks

Dress Rehearsals

if one (1) intermission	fifteen (15) minutes of breaks (inclusive of rehearsal setup)
if more than one (1) intermission	ten (10) minutes of breaks (inclusive of rehearsal setup)

(11) No rehearsals shall be scheduled within two (2) hours of any performance call. In order to insure both the integrity of a production and/or safety of the performers, OPERA THEATRE may call ENSEMBLE ARTISTS for a recitative, dialogue, combat or dance warm-up within two (2) hours of the performance call. In so doing, every effort will be made to minimize the duration of the call and to integrate it with costume and make-up calls. If possible, the option to run the warm-up earlier in the performance day will be exercised, if it is requested by the majority of those called.

(12) No rehearsal, other than Dress Rehearsals, shall exceed three (3) hours in duration. An ENSEMBLE ARTIST engaged for more than one (1) production may rehearse more than one (1) production within this three (3) hour period provided that the total rehearsal and appropriate travel time does not exceed

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

(13) The notice of the call for next succeeding rehearsal/performance shall be posted by 7:00 PM of the preceding day.

28. CHORISTERS

(a) ENGAGEMENT OF CHORISTERS

(1) CHORISTERS may be engaged on a per performance basis. A CHORISTER engaged as an understudy shall receive additional compensation, at least equal to the minimum per performance rate for the role for each performance in which he/she sings the role in addition to the ARTIST's existing contractual compensation.

(2) A DANCE CAPTAIN as defined in section 29 a (1) shall be appointed for all productions for which a CHOREOGRAPHER has been engaged to choreograph CHORISTERS unless the CHOREOGRAPHER or a BALLET MISTRESS/ MASTER is engaged through the last performance. The DANCE CAPTAIN will receive one single performance fee in addition to the ARTISTS regular compensation for performing as the DANCE CAPTAIN.

(3) All costume fittings shall be deemed to be forty-five (45) minutes in duration or the length of the call whichever is greater. ARTISTS must notify OPERA THEATRE whenever the call exceeds forty-five (45) minutes

(b) SERVICE PROVISIONS FOR CHORISTERS

(1) The number of hours of rehearsal and performances for CHORISTERS shall not exceed thirty-six (36) hours per week and the number of hours of service (inclusive of rehearsals, performance, coaching, fittings, publicity photograph sessions) shall not exceed an average of thirty-six (36) hours per week over the period of the CHORISTER's engagement. The number of hours for a performance shall be three (3) hours. For all performances when the CHORISTER engaged as an understudy is not required to remain at the performance site later than one-half (1/2) hour after curtain, the CHORISTER shall be credited for one (1) hour of service. No rehearsal period shall be deemed to be less than three (3) hours in duration.

(2) A work day other than a performance day shall consist of no more than six (6) hours of rehearsal (inclusive of the time required for costume fittings and publicity photograph sessions) except that during rehearsal weeks there may be an additional three (3) hours (maximum of four (4) calls) of costume fittings

for each production requiring costumes. The foregoing notwithstanding, Opera Theatre shall use its best efforts to insure that the maximum hours during rehearsal weeks shall not exceed thirty-six (36) hours per week or six (6) hours a day.

(3) A performance day shall consist of no more than three (3) hours of rehearsal (inclusive of the time required for costume fittings, and publicity photograph sessions) plus the performance. Notwithstanding the foregoing, a CHORISTER engaged for more than one (1) production in a season may be called to two performances in a day, or a piano dress rehearsal or orchestra dress rehearsal plus a performance in a day, which additional hours of service shall not be included in determining whether the daily and weekly maximum hours of work have been exceeded provided that the total hours of service do not exceed an average of thirty-six (36) hours per week over the period of the CHORISTER's engagement.

(4) All hours of work outside these parameters shall be compensated at the ARTIST's overtime rate. All average hours of service in excess of the thirty-six (36) hours per week maximum average shall be compensated at the ARTIST's overtime rate multiplied by the number of weeks engagement. Such overtime compensation shall be computed in quarter (1/4) hour segments.

(5) In the event the OPERA THEATRE finds it necessary to call a CHORISTER on the free day, such CHORISTER shall be compensated no less than the overtime rate for a minimum of three (3) hours.

(6) No rehearsal shall end later than 11:30 PM, except dress rehearsals, which may last until 12:30 AM

(7) The call for a dress rehearsal shall be determined by OPERA THEATRE. In no case, however, shall the call be less than one-half (1/2) hour prior to the call to report to stage. The calculation of total hours of rehearsal shall commence with the call and shall include: (a) one-half (1/2) hour after dismissal from stage for removal of costumes and make-up, and (b) any additional meeting time required to receive notes from the Stage Director, Choreographer, Conductor, or their assistants.

(8) No rehearsal or performance shall be scheduled before 10:00 AM. . OPERA THEATRE shall utilize its best efforts to schedule no other call, such as costume fittings, wig fittings, publicity photos, etc., before 10:00am and shall in no event schedule more than one (1) such call in any week. No CHORISTER shall be called sooner than twelve (12) hours following the end of the last service of the preceding day. If a rehearsal or performance begins before 10:00 AM or the "12 hour Rule" is violated, the CHORISTER shall be compensated at the rate of time and one-half (1-1/2) for the actual time worked before 10:00 AM or within the twelve (12) hour proscribed period. The calculation of such penalty time shall be made in quarter (1/4) hour increments.

(9) CHORISTERS are entitled to a minimum of one (1) hour meal break (one and one half (1 1/2) hours when the pre and post break services are at Selkirks) exclusive of travel, after any hours rehearsal of three (3) or more hours in duration or after having rehearsed three (3) hours. Any CHORISTER that is not provided with a meal break will receive one (1) hour of over time at the time and a half rate.

(10) During rehearsal sessions, CHORISTERS shall be allowed uninterrupted rest periods no later than every ninety (90) minutes according to the formula below. Dress Rehearsals shall be excepted, in which case rest periods will coincide with intermissions. If there are no intermissions, then a fifteen (15) minute rest period will be given at the conclusion of the run through of the show (including bows) and before the commencement of any notes or further direction by the Stage Director or Conductor.

Two (2) hour rehearsals	ten (10) minutes of breaks
Three (3) hour rehearsals	fifteen (15) minutes of breaks
Four (4) hour rehearsals	twenty (20) minutes of breaks

Dress Rehearsals

if one (1) intermission	fifteen (15) minutes of breaks (inclusive of rehearsal setup)
if more than one (1) intermission	ten (10) minutes of breaks (inclusive of rehearsal setup)

(11) No rehearsals shall be scheduled within two (2) hours of any performance call. In order to insure both the integrity of a production and/or safety of the performers, OPERA THEATRE may call CHORISTER'S for a dialogue, combat or dance warm-up within two (2) hours of the performance call. In so doing, every effort will be made to minimize the duration of the call and to integrate it with the costume and make-up calls. If possible, the option to run the warm-up earlier in the performance day will be exercised, if it is requested by the majority of those called.

(12) No rehearsal, other than Dress Rehearsals, shall exceed three (3) hours in duration. For rehearsals exceeding three (3) hours in duration, CHORISTERS shall be paid the overtime rate. A CHORISTER engaged for more

than one (1) production may rehearse more than one (1) production within this three (3) hour period provided that the total rehearsal and appropriate travel time does not exceed three (3) hours.

(13) The notice of the call for next succeeding rehearsal/performance shall be posted by 7:00 PM of the preceding day.

29. DANCERS

(a) Definitions

(1)

Ballet Mistress/Master	Participates in the audition and selection of DANCERS and Solo DANCERS, conducts class
Choreographer	Designs or arranges the movements of a dance.
Dance Captain	An ARTIST who is responsible for knowing the choreography and who may be requested to
Solo Dancer	Any DANCER who is extensively featured in the choreography or who dances separately from

other DANCERS.

Incidental Soloist	Any DANCER who dances separately and is highlighted from other DANCERS in the same scene. For each performance, such DANCER shall receive, in addition to his regular compensation, one and one half (1 1/2) hour's pay at the DANCER per-performance rehearsal rate.
Bit Soloist	Any DANCER who is highlighted from other DANCERS in the same scene for up to eight (8) measures. For each performance, such DANCER shall receive, in addition to his regular compensation, one (1) hour's pay at the DANCER per-performance rehearsal rate.
Figurantes and Supernumeraries	DANCERS who perform as mute extra or accessory characters. DANCERS may be required to perform as figurantes or supernumeraries in any opera performance, but any performance in which the DANCER is required to take part as a figurante or supernumerary shall be considered a full performance service under his contract and shall apply against the maximum number of performances permitted in one (1) week. No Solo Dancer shall be required to perform as a figurante or supernumerary

(2) A DANCE CAPTAIN as defined in section 29 a (1) shall be appointed for all productions for which a CHOREOGRAPHER has been engaged unless the CHOREOGRAPHER or a BALLET MISTRESS/ MASTER is engaged through the last performance. The DANCE CAPTAIN will receive one performance fee for the position for which the ARTIST is otherwise engaged in addition to the ARTISTS regular compensation for performing as the DANCE CAPTAIN.

(3) All costume fittings shall be deemed to be forty-five (45) minutes in duration or the length of the call whichever is greater. ARTISTS must notify OPERA THEATRE whenever the call exceeds forty-five (45) minutes

(b) SERVICE PROVISIONS FOR DANCERS

(1) The number of hours of rehearsal and performance for

DANCERS shall not exceed thirty-six (36) hours per week and the number of hours of service (inclusive of rehearsals, performance, coaching, fittings, publicity photograph sessions) shall not exceed an average of thirty-six (36) hours per week over the period of the DANCERS engagement. The number of hours for a performance shall be three (3) hours. For all performances when the DANCER engaged as an understudy is not required to remain at the performance site later than one half (1/2) hour after curtain, the DANCER shall be credited for one (1) hour of service. No rehearsal period shall be deemed to be less than three (3) hours in duration.

(2) A work day other than a performance day shall consist of no more than six (6) hours of rehearsal (inclusive of the time required for costume fittings and publicity photograph sessions) except that during rehearsal weeks there may be an additional three (3) hours (maximum of four (4) calls) of costume fittings for each production requiring costumes. The foregoing notwithstanding, OPERA THEATRE shall use its best efforts to insure that the maximum hours during rehearsal weeks shall not exceed thirty-six (36) hours per week or six (6) hours a day.

(3) A performance day shall consists of no more than three (3) hours of rehearsal (inclusive of the time required for costume fittings, and publicity photograph sessions) plus the performance. Notwithstanding the foregoing, a DANCER engaged for more than one (1) production in a season may be called to two (2) performances in a day, or a piano dress rehearsal or orchestra dress rehearsal plus a performance in a day, which additional hours of service shall not be included in determining whether the daily and weekly maximum hours of work have been exceeded provided that the total hours of service not exceed an average of thirty-six (36) hours per week over the period of the DANCER'S engagement.

(4) All hours of work outside these parameters shall be compensated at the ARTIST's overtime rate. All average hours of service in excess of the thirty-six (36) hours per week maximum average shall be compensated at the ARTIST's overtime rate multiplied by the number of weeks of engagement. Such overtime compensation shall be computed in quarter (1/4) hour segments.

(5) In the event the OPERA THEATRE finds it necessary to call a DANCER on the free day, such DANCER shall be compensated no less than the overtime rate for a minimum of three (3) hours.

(6) No rehearsal shall end later than 11:30 PM, except dress rehearsals, which may last until 12:30 AM

(7) The call for a dress rehearsal shall be determined by OPERA THEATRE. In no case, however, shall the call be less than one-half (1/2) hour prior to the call to report to stage. The calculation of total hours of rehearsal shall commence with the call and shall include: (a) one-half (1/2) hour after dismissal

from stage for removal of costumes and make-up, and (b) any additional meeting time required to receive notes from the Stage Director, Choreographer, Conductor, or their assistants.

(8) No rehearsal or performance shall be scheduled before 10:00 AM. . OPERA THEATRE shall utilize it's best efforts to schedule no other call, such as costume fittings, wig fittings, publicity photos, etc., before 10:00am and shall in no event schedule more than one (1) such call in any week. No DANCER shall be called sooner than twelve (12) hours following the end of the last service of the preceding day. If a rehearsal or performance begins before 10:00 AM or the "12 hour rule" is violated, the DANCER shall be compensated at the rate of time and one-half (1 1/2) for the actual time worked before 10:00 AM or within the twelve (12) hour proscribed period. The calculation of such penalty time shall be made in quarter (1/4) hour increments.

(9) DANCERS are entitled to a minimum of one (1) hour meal break (one and one half (1 1/2) hours when the pre and post break services are at Selkirks) exclusive of travel, after any hours rehearsal of three (3) or more hours in duration or after having rehearsed three (3) hours. Any DANCER that is not provided with a meal break will receive one (1) hour of over time at the time and a half rate.

(10) During rehearsal sessions, DANCER's shall be allowed uninterrupted rest periods no later than every ninety (90) minutes according to the formula below. Dress Rehearsals shall be excepted, in which case rest periods will coincide with intermissions. If there are no intermissions, then a fifteen (15) minute rest period will be given at the conclusion of the run through of the show (including bows) and before the commencement of any notes or further direction by the STAGE DIRECTOR or Conductor.

Two (2) hour rehearsals	ten (10) minutes of breaks
Three (3) hour rehearsals	fifteen (15) minutes of breaks
Four (4) hour rehearsals	twenty (20) minutes of breaks

Dress Rehearsals

(inclusive of rehearsal
setup)

During any rehearsal such as a studio rehearsal when DANCERS are actively rehearsing during a major portion of the rehearsal, DANCERS shall be allowed an uninterrupted rest period of five (5) minutes after no more than each fifty-five (55) minutes of rehearsal.

(11) No rehearsals shall be scheduled within two (2) hours of any performance call. In order to insure both the integrity of a production and/or safety of the performers, OPERA THEATRE may call DANCERS for a warm-up within two (2) hours of the performance call. In so doing, every effort will be made to minimize the duration of the call and to integrate it with costume and make-up calls.

(12) No rehearsal other than Dress Rehearsals, shall exceed three (3) hours in duration. A DANCER engaged for more than one (1) production may rehearse more than one (1) production within this three (3) hour period provided that the total rehearsal and appropriate travel time does not exceed three (3) hours. If the DANCER is dismissed from rehearsal and called for further rehearsal within one (1) hour, then such intervening time between dismissal and the call for further rehearsal shall be counted as if the DANCER had rehearsed. For rehearsals exceeding three (3) hours duration, DANCERS shall be paid the overtime rate.

(13) The notice of the call for next succeeding rehearsal/performance shall be posted by 7:00 PM of the preceding day.

(14) Costumes, wigs, and shoes: OPERA THEATRE agrees to supply DANCERS with costumes, wigs and shoes necessary for all performances and rehearsals provided however, that a DANCER engaged on a per-performance basis need not be supplied with rehearsal shoes unless said DANCER is engaged for six (6) or more performances.

(15) Upon application to OPERA THEATRE, a female DANCER shall be excused for at least one (1) day for her menstrual period, which day shall be other than the free day for said DANCER and which day shall be in addition to the free day for such DANCER.

(16) Each DANCER engaged on a per performance basis shall be guaranteed no less than an average of twenty (20) hours of rehearsal.

30. CLEANLINESS AND FURNISHING OF COSTUMES AND WIGS - ALL ARTISTS

(a) The OPERA THEATRE agrees to supply each ARTIST with all costumes, wigs and shoes (except ordinary street shoes) and all special accessories

required for his performances.

(b) Before the beginning of each opera season, the OPERA THEATRE will check all costumes and wigs to be used by the ARTISTS for cleanliness, and the following shall be done:

(1) All linens, stockings, tights, leotards, shirts, etc. (all washable items) shall be washed.

(2) Each complete set of each costume shall be dry-cleaned.

(3) All wigs shall be cleaned and dressed prior to use by an ARTIST

(c) Tights, stockings and leotards to be used in performance shall be washed prior to each performance, unless such items have been worn by the same ARTIST no more than once before.

(d) The responsibility for the care of any costume or accessory while it is being worn by the ARTIST shall be upon the ARTIST, provided that OPERA THEATRE is in compliance with the terms of this paragraph and the damage has not been caused by sets, props, other personnel, or other matters beyond the control of the ARTIST.

(e) The OPERA THEATRE shall clean all garments worn next to the body prior to their use by an ARTIST, except if such costume has been used by the same ARTIST in the preceding performance of the same opera.

31. REHEARSAL, DRESSING ROOM AND PERFORMANCE FACILITIES

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

(b) All rehearsal rooms shall be maintained in thoroughly cleaned condition.

(c) Before each performance the stage shall be washed down with soap, water and germicide.

(d) After each setting of the stage, it shall be checked for loose nails, splinters and firmness of sets. The OPERA THEATRE agrees to be responsible for

such a check and shall instruct the proper persons to eliminate any hazards that may exist.

(e) There shall be no smoke or fog effects utilized, except for those generated by water vapor or dry ice. All special effects shall be created and used in a manner that is not dangerous nor injurious to ARTISTS.

(f) First Aid kits shall be maintained at all rehearsal and performance venues.

(g) OPERA THEATRE will make best efforts to ensure that ARTISTS rehearse and perform choreography (including marking choreography) on sprung floors. SOLO DANCERS and DANCERS shall not be required to rehearse or perform on other than sprung floors.

32. MILITARY SERVICE OF THE ARTIST

If an ARTIST is called to report to Military Service, the ARTIST may cancel his contract by giving the OPERA THEATRE as much notice as the circumstances will permit, and the OPERA THEATRE agrees to pay the ARTIST's transportation fare to the place of origination of the company, or of the city where the ARTIST was engaged, if it is other than the city of origination, and the ARTIST shall not be obligated for the payment of the fare of his successor.

33. FILMING, BROADCASTING, TELEVISION, ETC.

(a) The OPERA THEATRE agrees that it will not film, tape, make video and/or audio cassettes, broadcast, record or televise from the stage or any studio or otherwise, any rehearsals and/or performances in which the ARTIST appears, by wire, wireless, radio, telephone, wireless process, television, motion picture, recording, mechanical, electrical or telephone device now in use or hereafter developed, or any combination of such devices; AGMA, however, shall consider a request by the OPERA THEATRE for a waiver of the foregoing provision, and the granting of such a waiver shall be at the absolute discretion of AGMA and upon such terms and conditions as are determined by AGMA. AGMA agrees that it shall not unreasonably withhold such a waiver in any case where the terms offered by the media producer (commercial or non-commercial) are in compliance with prevailing AFTRA rates and conditions, including the payments provided for in sub-paragraph (d) of this paragraph, and are in conformity with the rates provided other ARTISTS.

(b) AGMA will permit the OPERA THEATRE to make audio and video tapes which are marked and restricted for archival and study purposes for the exclusive use of the opera company for restaging and remounting productions. Should there be any release, distribution, sale or any other usage made of these

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

(c) AGMA will permit a maximum of three (3) minutes of live video or audio tape to be used for radio and video news or magazine programs for publicity purposes. This is restricted for NEWS broadcast only. If an ARTIST is invited to appear as a guest ARTIST on a "talk show" or the like, the ARTIST may utilize an (3 minute) insert where he or she is predominant for promotional and publicity purposes. Under no circumstances may these inserts be utilized for commercial advertising of the opera company on television or radio stations; AGMA, however, shall consider a request by the OPERA THEATRE for a waiver of the foregoing provision, and the granting of such a waiver shall be at the absolute discretion of AGMA and upon such terms and conditions as are determined by AGMA.

(d) With respect to all filming, taping, production of video and/or audio cassettes, broadcasting (other than non-commercial radio broadcasting), recording or televising, STAGE DIRECTORS, CHOREOGRAPHERS, and STAGE MANAGERS shall receive at least the same compensation as "leading" PERFORMING PRINCIPAL ARTISTS and ASSISTANT STAGE DIRECTORS, ASSISTANT STAGE MANAGERS, and ENSEMBLE ARTISTS shall receive the same compensation as CHORISTERS. OPERA THEATRE shall make best efforts to insure that the foregoing ARTISTS receive such compensation for non-commercial radio broadcasts.

34. ENGAGEMENT OF FOREIGN ARTISTS

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

35. ACCOMMODATIONS

(a) The OPERA THEATRE shall be responsible for securing hotel reservations and shall furnish all ARTISTS a list of accommodations at different price ranges. Two (2) weeks prior to the first (1st) week of rehearsals or performance, whichever is earlier, the advance agent or company manager will

submit to all ARTISTS of the company a list of available accommodations at the various price ranges. Within one (1) week thereafter, the ARTIST shall indicate his/her acceptance or his/her preference to arrange for accommodations. Unless the ARTIST notifies the company manager of his/her acceptance of such accommodations and the associated financial liabilities, the OPERA THEATRE shall be relieved of further responsibility. If the ARTIST complies with this requirement and does not receive accommodations upon arrival, he shall not be required to rehearse or perform until such accommodations are forthcoming. However, should circumstances beyond the control of the OPERA THEATRE (such as a hotel confirming a reservation and its not being available upon arrival of the ARTIST) make it impossible for the OPERA THEATRE to secure the proposed accommodations, the ARTIST shall not avail himself of such right and OPERA THEATRE shall arrange for other accommodations which are of the same or better quality.

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

(c) Ensemble Housing:

(1) Ensemble Artists engaged in the city of origination but outside the Artist's Domicile shall be provided, at no cost to the Artist, in the city of origination with appropriate housing, with suitable kitchen facilities. The housing provided may include patron housing but shall include apartment housing including the Garden Apartments and up to a maximum of nine (9) double occupancy Webster Village Apartments. All apartment housing will be double occupancy.

(2) Ensemble Artists will be notified prior to the commencement of their period of engagement of these housing options. Ensemble Artists' housing option selections will be honored to the extent possible. To the extent that it is not possible to honor the housing option selections of all Artists, the available housing will be distributed among the eligible Artists in an equitable fashion, with preference given to returning Ensemble Artists.

(3) For Ensemble Artists opting for apartment housing, Opera Theater may withhold fifty percent (50%) of the Artist's final weekly compensation to provide a security deposit to cover property damage, other than normal wear and tear. Such security deposit, less any sums necessary to cover repair costs beyond repairs necessitated by normal wear and tear, shall be remitted to the Artist no later

than two (2) weeks after the conclusion of his period of engagement. Repair costs for extraordinary damages that exceed the security deposit will be assessed and invoiced to the responsible parties.

36. SICK LEAVE

ARTIST shall be entitled to receive sick leave, with full pay, commencing with the first day of illness or disability, on a continuous or non-continuous basis in accordance with the following schedule:

(a) An ARTIST engaged for two (2) or more but less than four (4) weeks in any season: One (1) day of sick leave or the remaining number of days in the engagement, whichever is less.

(b) An ARTIST engaged for four (4) or more but less than six (6) weeks in any season: Three (3) days of sick leave or the remaining number of days in the engagement, whichever is less.

(c) An ARTIST engaged for six (6) or more but less than eight (8) weeks in any season: Five (5) days of sick leave or the remaining number of days in the engagement, whichever is less.

(d) An ARTIST engaged for eight (8) or more but less than ten (10) weeks in any season: Seven (7) days of sick leave or the remaining number of days in the engagement, whichever is less.

(e) An ARTIST engaged for ten (10) or more but less than thirteen (13) weeks of employment in any season: Ten (10) days of sick leave or the remaining number of days in the engagement, whichever is less.

(f) An ARTIST engaged for thirteen (13) or more weeks in any season: Fourteen (14) days of sick leave or the remaining number of days in the engagement, whichever is less.

The OPERA THEATRE may investigate the illness of the ARTIST, and in such an event, the OPERA THEATRE shall provide its own physician at its own cost.

37. ARBITRATION

(a) Every contract entered into between the OPERA THEATRE and any ARTIST during the term of this Agreement shall be deemed to contain the following provision:

(1) "Any controversy or claim arising out of or relating to this contract or the breach or interpretation thereof, or the engagement of ARTIST hereunder, shall be settled by arbitration in accordance with the rules, then obtaining, of the American Arbitration Association. Either party may demand such arbitration in writing, which demand shall include the name of the arbitrator appointed by it. Within three (3) days after such demand, the other party shall name its arbitrator or in default of such appointment, such arbitrator shall be named forthwith by the American Arbitration Association. The two (2) arbitrators so appointed shall select a third (3rd) within a period of five (5) days from a panel submitted to them by the American Arbitration Association and, in lieu of their agreement upon such third (3rd) arbitrator, he shall be appointed by the American Arbitration Association. The hearing shall be held on two (2) days' notice and shall be concluded within fourteen (14) days, unless otherwise ordered by the arbitrators. The award of the arbitrators shall be within seven (7) days after the close of the submission of evidence. An award agreed to by a majority of the arbitrators so appointed shall be binding upon both parties and judgment upon such award may be entered by either party in the highest court of the forum, State or Federal, having jurisdiction."

(2) "In the event there is a controversy or claim involving the sum of FIVE HUNDRED (\$500.00) DOLLARS or less arising out of, or relating to this contract or the breach or interpretation thereof or the engagement of ARTISTS hereunder, it shall be settled by arbitration in accordance with the rules then obtaining of the American Arbitration Association. Either party may demand such arbitration in writing. The parties shall select a single arbitrator within a period of five (5) days thereafter from a panel submitted to them by the American Arbitration Association. In the event of a disagreement upon such arbitrator, he shall be appointed by the American Arbitration Association. The hearing shall be held on two (2) days' notice and shall be concluded within fourteen (14) days unless otherwise ordered by the arbitrators. The award of the arbitrator shall be within seven (7) days after the close of the submission of evidence. An award made by the arbitrator so appointed shall be binding upon both parties, and judgment upon such award may be entered by either party in the highest court of the forum, State or Federal, having jurisdiction."

(3) Upon request of OPERA THEATRE, AGMA agrees to aid in the enforcement of any arbitration award against its members by proper disciplinary action in accordance with the award, the AGMA Constitution and By-Laws, and applicable law.

(b) Any controversy or claim arising out of or relating to this contract or breach or interpretation thereof, or the engagement of any ARTIST hereunder, shall be settled by arbitration in the same manner as is provided in the quoted portions of sub paragraphs (a) (1) and (2) above.

(c) All arbitration between the OPERA THEATRE and any ARTIST and/or between the OPERA THEATRE and AGMA shall take place in St. Louis,

Missouri.

38. UNION ACKNOWLEDGEMENT:

OPERA THEATRE agrees to acknowledge the American Guild of Musical Artists in the program by inserting the following text:

"Performing Artists, Stage Directors, Choreographers and Stage Managers are represented for collective bargaining purposes by the American Guild of Musical Artists, the union of professional opera singers, dancers, and staging personnel of the United States."

39. FORCE MAJEURE

It is agreed that if the OPERA THEATRE cannot perform or rehearse because of fire, accident, strikes, riot, acts of God, war, acts of terrorism, the public enemy, or if the local police or fire authorities evacuate the premises, or for any other cause of the same general class which could not be reasonably anticipated or prevented, the OPERA THEATRE shall notify the ARTIST thereof, in writing, and thereafter the ARTIST shall not be entitled to any compensation for the time during which said services shall not for such reason or reasons be rendered, provided, however, that the ARTIST shall continue to receive per diem, housing, and/or sustenance allotments otherwise provided in this Basic Agreement. Should any of the foregoing conditions continue for a period of ten (10) days or more after such notice to the ARTIST, either party may terminate the Individual Artist's Contract and the OPERA THEATRE will pay for all services rendered to date and for transportation back to the ARTIST's domicile in the event the company is out of town at the time. The term "war" shall not include a war in which the United States of America is not a party, unless such a war between foreign governments affects the United States of America in such a way as to make the execution of this contract impossible or unfeasible. Should the OPERA THEATRE invoke the provisions of this paragraph because of the war, the OPERA THEATRE agrees to give the ARTIST and AGMA at least two (2) weeks prior written notice thereof, and in such case, the paragraph shall apply only upon the expiration of such notice period.

40. TERM OF THIS AGREEMENT

The term of this Agreement shall commence on August 1, 2001 and shall terminate July 31, 2004, provided that all contracts with ARTISTS which expire after that date shall be deemed subject to the minimums contained in such new Agreement as may be entered into between AGMA and the OPERA THEATRE for the next succeeding seasons.

41. OBLIGATIONS OF SIGNATORIES

It is understood and agreed that Charles Mac Kay who is signing this Agreement on behalf of the OPERA THEATRE as agent and representative of the OPERA THEATRE hereby warrants and represents that he has the requisite authority as an agent and representative of the OPERA THEATRE to sign this Agreement on behalf of, and to bind the OPERA THEATRE.

42. AGREEMENT BINDING ON OTHER PARTIES

This Agreement shall be known as the BASIC AGREEMENT BETWEEN AGMA and THE OPERA THEATRE OF SAINT LOUIS and 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; and OPERA THEATRE agrees that its signature to this Agreement shall likewise bind any and all subsidiary companies engaged in the production or management of Opera, Concerts, Concert Revues, Ballet, Recitals, Oratorios, or any other performances within AGMA's jurisdiction.

43. SEPARABILITY

If any provision of this Agreement shall be held invalid, it shall be deemed separable from the remainder of this Agreement, and it shall not affect the validity of any other provisions thereof.

44. FAILURE TO INSIST UPON PERFORMANCE

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

45. DEFERENCE TO STATE LAW

All terms and conditions of this Basic Agreement shall conform to the statutes of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have executed this BASIC

AGREEMENT as of the date first above set forth.

FOR THE AMERICAN GUILD
OF MUSICAL ARTISTS:

FOR THE OPERA THEATRE
OF SAINT LOUIS:

IN THE PRESENCE OF:

IN THE PRESENCE OF:

Date: _____

Date: _____