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IDnum 356 **Language** English **Country** United States **State** PA

Union AGMA (American Guild of Musical Artists)

Local

Occupations Represented
Musicians, singers, and related workers

Bargaining Agency Philadelphia Singers Chorale

Agency industrial classification (NAICS):

71 (Arts, Entertainment, and Recreation)

BeginYear 2000 **EndYear**

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Original_format PDF (unitary)

Notes

Contact

Full text contract begins on following page.

STANDARD CONCERT SINGERS BASIC AGREEMENT

AGREEMENT made, executed and delivered in the City, County and State of New York this 24 day of April, 2000, by and between the **AMERICAN GUILD OF MUSICAL ARTISTS, INC.** (hereinafter referred to as “AGMA”), 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 1727 Broadway (at 55th Street), New York, New York 10019-5214, and **THE PHILADELPHIA SINGERS** and **PHILADELPHIA SINGERS CHORALE** (hereinafter referred to as “EMPLOYER”) having its principal place of business at 1211 Chestnut Street, Philadelphia, Pennsylvania 19107.

WITNESSETH:

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

SECTION I - DEFINITIONS

1. **DEFINITIONS**

Whenever used in this Agreement, unless otherwise provided.

(a) **THE CITY OF ORIGINATION** – the term “city of origination” shall mean the city of Philadelphia, Pennsylvania.

(b) **CHORISTER** – the term “Chorister” used in Section III of this Agreement relating to single performances, shall describe any ARTIST who sings only as a member of the chorus.

(c) **ENSEMBLE SOLOIST** – the term “Ensemble Soloist” used in Section III of this Agreement relating to single performances, shall describe any ARTIST who, in addition to singing as a member of the chorus, may also sing solo parts as assigned by the EMPLOYER.

(d) **SOLOIST** – the term “Soloist” used in Section III of this Agreement relating to single performances, shall describe an ARTIST who sings only as a soloist and is not a member of the chorus.

(e) **CONCERTIST** – the term “Concertist” used in Section III of this Agreement relates to a single voice performing more intricate passages rather than their being performed by the choral section (as in J. S. Bach).

(f) **CHORALE** – the term “chorale”, as used throughout this Agreement, shall refer to a mixed chorus of ARTISTS and non-professional singers.

(g) **NON-PROFESSIONAL** – a singer who is performing in a production of the **EMPLOYER** and is not receiving in any way a fee for services rendered.

SECTION II - GENERAL

2. **EMPLOYEES COVERED**

The **EMPLOYER** hereby recognizes **AGMA** as the exclusive collective bargaining agent for solo singers, ensemble vocalists, chorus singers, dancers, narrators, stage managers and assistant stage managers all hereinafter referred to collectively as “**ARTISTS**”, employed by the **EMPLOYER**. The **EMPLOYER** agrees that **AGMA** represents, for collective bargaining purposes, a majority of the **ARTISTS**.

3. **APPLICATION OF BENEFITS**

The **EMPLOYER** agrees that the provisions of this agreement shall apply to and inure to the benefit of all **ARTISTS** employed or otherwise engaged by the **EMPLOYER**, 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** employed by the **EMPLOYER**”, such phrase shall be deemed to mean “all **ARTISTS** employed or otherwise engaged by the **EMPLOYER**, directly or indirectly, or through agents, or independent contractors.”

4. **PARTIES BOUND BY THIS AGREEMENT**

(a) This Agreement shall be known as the “Basic Agreement” 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.

(b) The **EMPLOYER** agrees that the terms of this Agreement apply only to rehearsals and performances in the U.S. and Canada and their dependencies or possessions. **AGMA** reserves the right to set up the terms and conditions, including all terms of employment, rehearsal, travel and performance, as a condition for granting permission to the **EMPLOYER** to take **ARTISTS** for an engagement or series of engagements on tour outside of the U.S. or Canada.

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

5. **MEMBERSHIP IN AGMA**

(a) It shall be a condition of employment that all employees of the **EMPLOYER** covered by this Agreement who are members of **AGMA** in good standing on the date this Agreement is executed shall remain members in good standing, and those who are not members on the date this Agreement is executed shall, within thirty (30) days following the date this Agreement is executed, become and remain members in good standing of **AGMA**. “Membership” and “Good Standing” as used in this paragraph shall mean the tender of **AGMA**’s uniformly required initiation fee and periodic dues. Nothing contained within this Agreement shall contravene the existing or future state or federal law.

(b) **AGMA** agrees that it will accept as a member of **AGMA**, any **ARTIST** the **EMPLOYER** wishes to employ (subject to the Constitution, By-Laws, Rules and Regulations of **AGMA**, as they now exist or as they may hereafter be amended) with the exception of persons not eligible for membership because of suspension or expulsion from **AGMA**. Nothing herein contained shall be deemed to limit the right of **AGMA** to suspend, expel or otherwise discipline or refuse to admit any non-member pursuant to the Rules, Regulations, Constitution and By-Laws of **AGMA**. The **ARTIST**’s obligations to the **EMPLOYER** under any individual contract or otherwise, are subject to the **ARTIST**’s prior obligations to **AGMA** and its Constitution, By-Laws, Rules and Regulations as they now exist or as they may hereafter be amended, provided however, that **AGMA** agrees that this Agreement shall not be affected by the changes made during the term of this Agreement with regard to the hours of rehearsal, sustenance rates and the minimum rates of compensation herein provided.

6. **DEDUCTIONS**

Initiation fee, assessments, fines and dues payable to **AGMA** shall be deducted by **EMPLOYER** from the compensation of **ARTIST** upon timely written request from **AGMA** and paid to **AGMA** immediately. No other deduction whatever shall be made from the compensation of **ARTIST** except such taxes or withholding as are provided by law.

(a) The **EMPLOYER** agrees to deduct all Social Security, Withholding Taxes, Disability and other payroll deductions and will make such other payments or contributions as may be required by applicable statute (local, state and federal).

(b) The **EMPLOYER** agrees that it will deduct (“Check-Off”) from the gross compensation earned and to be earned by each **ARTIST** covered under this Agreement, for whom there shall be filed with the **EMPLOYER** a written assignment in accordance with Section 302 of the Labor Management Relations Act, 1947, the applicable “Working Dues” as certified by **AGMA** to be then in effect.

For purposes 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 **EMPLOYER** shall commence making such deductions with the first wage payment to be made to such **ARTIST** following the date of the filing of his or her said written assignment, and such deductions shall continue thereafter with respect to each and every subsequent wage payment to be made to each such **ARTIST** during the effective term of said written assignment.

Within one (1) month after the end of each production, the Employer shall remit to **AGMA**, by check drawn to the order of the American Guild of Musical Artists, the total amount of all deductions made during the said period for all such **ARTISTS**. The **EMPLOYER** further agrees that, upon written request of **AGMA**, delinquent dues and initiation fees payable to **AGMA** shall be deducted from the compensation of **ARTISTS** and paid by the **EMPLOYER** to **AGMA** by separate check.

At the time of such remittance, and together therewith, the **EMPLOYER** shall also furnish to **AGMA** a record certifying the names, Social Security numbers and total wages and deductions for the pay period of the **ARTISTS** on whose account such deductions were made. The **EMPLOYER** will not be liable for failure to make a deduction or deductions; however, the **EMPLOYER** will use reasonable care in making deductions.

The **EMPLOYER** agrees that a special written assignment in the following form, which may be contained in the **ARTIST**'s individual contract with the **EMPLOYER**, 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 assigns to **AGMA** from any compensation to be earned in connection with this Contract such amounts for dues, initiation fees and assessments certified by **AGMA** as due and authorizes and directs the deduction of such amounts from the **ARTIST**'s compensation and the remission of same to **AGMA**. This assignment, authorization and direction covers all compensation earned as a result of engagement under this Contract (regardless of how characterized or when paid). This assignment, authorization and direction shall remain in effect and be irrevocable, and shall be continued automatically, unless the **ARTIST** revokes it by giving written notice to the **EMPLOYER** and **AGMA** 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) In addition to the above, the **EMPLOYER** may deduct fines for lateness from **ARTIST's** compensation. **No other deductions shall be made from any ARTIST's compensation.**

7. **DISCRIMINATION**

The **EMPLOYER** agrees that it will not discriminate against any **ARTIST** because of any such **ARTIST's** activities in behalf of **AGMA**, nor shall **EMPLOYER** discriminate against any **ARTIST** in compensation, performances, engagements or in its general relationship with any **ARTIST** because of race, creed, nationality, color, sex or affectional preference.

8. **SEGREGATION**

No **ARTIST** shall be required to appear in any theater or place of performance where discrimination is practiced, because of race, creed or color, against any (1) **ARTIST** or (2) Patron, as to admission or seating arrangements.

9. **BOND**

(a) The **EMPLOYER** agrees to place a security deposit with **AGMA** (the form of which is to be mutually agreed upon) at least two (2) weeks prior to the commencement of any rehearsal or performance to insure the fulfillment of all the **EMPLOYER's** obligations under the terms of this Agreement and/or Individual Employment Contract in an amount equal to the total compensation due for that engagement, but in no instance less than Eight Thousand Dollars (\$8,000.00).

(b) Upon notice by the **EMPLOYER** to **AGMA** that any engagement, series of engagements or tour has been terminated and every **ARTIST** returned to his place of origination, **AGMA** shall return any bond, cash or securities not later than two (2) weeks after the **EMPLOYER'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 **EMPLOYER** for violations of his individual contract.

(c) The **EMPLOYER** agrees that **AGMA** shall have the right to use the funds in the security deposit account without any requirement of consent by the **EMPLOYER** to fulfill any obligation of the **EMPLOYER** for failure to pay such compensation due under the individual **ARTIST's** contracts or in order to return **ARTISTS** to the city of origination where such transportation has not been furnished by the **EMPLOYER**.

10. **INDIVIDUAL EMPLOYMENT CONTRACTS**

(a) **ARTISTS** shall be employed on a single performance basis as set forth in this Basic Agreement.

(b) All contracts and agreements made by the **EMPLOYER** with **ARTISTS** employed under this Agreement shall confirm in every respect to all the provisions of this Agreement and shall be executed only on the "Individual Employment Contract" form appended to this Agreement as "Exhibits A and B".

(c) Individual Employment Contracts shall be executed in triplicate; the original copy to be retained by the **ARTIST**, the duplicate by the **EMPLOYER**, and the triplicate to be filed with **AGMA**. **AGMA's** copy of all Individual Employment Contracts shall be kept confidential and made available only (1) to the Executive Secretary, or other officer having equivalent position with **AGMA** and (2) when a dispute arises under the contract.

(d) Individual Employment Contracts may contain such additions or modifications as may be agreeable to the **EMPLOYER**, to **AGMA** and to the **ARTIST** concerned but in no event shall terms of any Individual Contract be inconsistent with this Agreement or less favorable to such **ARTIST**.

(e) No **ARTIST** shall take part in any performance or rehearsal without first signing an Individual Employment Contract. The **EMPLOYER** agrees that no Individual Employment Contract shall be executed until the collective bargaining agreement is ratified, drafted and executed by the parties.

(f) If an **ARTIST** who has signed an Individual Contract is subsequently assigned duties qualifying him for a higher salary category, the **ARTIST** will be signed to a new contract stipulating the new category and compensation not later than one week following the assignment of the additional duties. The new rate of compensation will become effective as of the date the additional duties are assigned.

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

(h) The Individual Employment Contract with the **ARTIST** shall specify all repertoire (each piece) in which the **ARTIST** shall be performing in a program and the specific applicable rehearsal schedule.

(i) The Individual Employment Contract shall specify the attire required for the contracted performance(s).

11. **WAIVERS**

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

12. **ASSIGNMENT OF ARTIST'S CONTRACT**

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

13. **CONTRIBUTIONS TO EMPLOYER PROHIBITED**

(a) No officer, director, employee or agent of the **EMPLOYER** and no person who occupies a relationship of independent contractor to the **EMPLOYER** shall act as manager, agent or personal representative of any member of **AGMA** or receive, directly or indirectly, any compensation or remuneration of any kind or nature whatsoever from any member of **AGMA**. The **EMPLOYER** shall be responsible for enforcing compliance with the preceding sentence. Within ten (10) days after notice is given by **AGMA** to the **EMPLOYER** of any violation of this paragraph, the **EMPLOYER** shall correct such violation. If the **EMPLOYER** shall fail to correct such violation within such time, the **EMPLOYER** shall be deemed to have committed a material and substantial breach of this Basic Agreement.

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

14. **PAYMENT OF SALARIES**

(a) **ARTISTS** who are engaged for a single performance shall be paid immediately preceding the commencement of each individual performance for

which they have been engaged.

(b) All overtime payments, penalty payments or any other payments which arise separate and apart from single performance minimum salaries shall be paid by the **EMPLOYER** to the **ARTIST** no later than one (1) week following the week the liability arises.

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

15. **ARTIST'S CLOTHING**

(a) The **EMPLOYER** agrees to reimburse the **ARTIST** for loss and/or damage to the personal clothing worn by the **ARTIST** in the theatre where such property is wholly or partly in the possession or control or under the supervision of the **EMPLOYER**, or under that of any of its representatives, or while said property is in a theatre, building or any other place in which the production covered by the **ARTIST's** Standard Form of Employment Contract has been given or is being given, or is to be given. The **EMPLOYER** will make every effort to assure that a guard is available outside the dressing room doors during concerts.

b) Whenever the **EMPLOYER** shall require **ARTISTS** to wear particular and specific types of uniform or non-uniform costumes, shoes and/or clothing, the **EMPLOYER** agrees to furnish such costumes, shoes and/or clothing without charge to the **ARTISTS**. If such costumes, shoes and/or clothing provided by the **EMPLOYER** require alterations, such alterations will be done at the expense of the **EMPLOYER**. It is understood and agreed that all **ARTISTS** will provide their own standard concert attire including but not limited to tuxedos, tails and white jackets.

16. **ADVERTISING OF ARTIST'S NAME**

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

(b) The **EMPLOYER** shall not be responsible for the public appearances of the **ARTIST's** name, likeness, photograph or picture in connection with any performance if it shall be proved that the name or likeness of the **AGMA** member was placed before the public by the **AGMA** member, his personal representative or manager, or without the knowledge or consent of the

EMPLOYER, by the local manager in the city where the performance shall be scheduled to take place.

17. **FILMING, BROADCASTING, TELEVISIONING, ETC.**

(a) The parties agree that this Agreement does not permit the **EMPLOYER** to Film, Record, Broadcast and/or Televising from the stage any performances, rehearsals, concerts or engagements in which the **ARTIST** appears.

The foregoing notwithstanding, **AGMA** agrees that the broadcast of live performances or the taping of delayed broadcasts for performance on non-commercial stations may be the subject of negotiations with **AGMA** and **AFTRA**.

(b) The **EMPLOYER** agrees to include the following statement in the program submitted to the booking agency:

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

18. **WORKER'S COMPENSATION**

The **EMPLOYER** must carry, at its expense, Worker's Compensation Insurance, securing to all the **ARTISTS**, wherever they may work for the **EMPLOYER**, compensation for disability or death from injury arising out of and in the course of their employment without regard to fault as a cause of the injury, except that there shall be no liability for compensation when the injury has been solely occasioned by intoxication of the injured **ARTISTS** while on duty, or by willful intention of the injured **ARTIST** to bring about the injury or death of himself or another.

19. **UNEMPLOYMENT INSURANCE**

The **EMPLOYER** hereby voluntarily agrees to obtain coverage for all **ARTISTS** employed hereunder under the New York State Unemployment Law (or, if the origination point of the company shall be in state other than New York, unemployment insurance coverage as permitted under the laws of such state).

FEDERAL SOCIAL SECURITY AND NEW YORK DISABILITY LAW

(a) The **EMPLOYER** also agrees to obtain coverage for all **ARTISTS** employed hereunder under the Federal Social Security Laws and the Disability Benefit Law of the State of New York (or, if the origination point of the company shall be in a state other than New York, disability benefits as permitted under the laws of such state).

(b) Upon request of **AGMA**, the **EMPLOYER** shall disclose to

AGMA evidence of the **EMPLOYER's** compliance with the provisions of Paragraphs 18, 19 and 20 of the Basic Agreement.

(c) The contributions made by the **EMPLOYER** for Unemployment Insurance or Social Security tax purposes shall be based upon the compensation provided for in the **ARTIST's** Individual Employment Contract, or the actual gross compensation paid to the **ARTIST**, whichever shall be the greater.

21. **GRIEVANCE AND ARBITRATION**

(a) **INDIVIDUAL CONTRACT**

Every contract entered into between the **EMPLOYER** and any **ARTIST** during the term of this Agreement shall be deemed to contain the following provisions:

(1) In the event that a dispute arises regarding the interpretation or enforcement of this Agreement, either party may file a written grievance. Grievances directed against the Employer must be addressed in writing to the Employer's Executive Director and grievances against **AGMA** must be addressed in writing to the Chair of the **AGMA** Executive Committee. Within fourteen (14) calendar days of the filing of the grievance, the Executive Director and/or appropriate management representative(s) shall meet with the designated **AGMA** representative(s) in an attempt to resolve the grievance. Within fourteen (14) calendar days after grievance meeting, the responding party shall deliver to the grieving party its written response to the grievance. If the dispute is not resolved by said written response, the grieving party may refer the matter to the Federal Mediation and Conciliation Service (FMCS) office located in Philadelphia for the appointment of a mutually satisfactory mediator to assist in resolution of the dispute. In the event that mediation is not successful in resolving the dispute within forty-five (45) days of its referral to the FMCS, the grieving party may give written notification no later than thirty (30) calendar days thereafter of its intent to arbitrate before an impartial arbitrator selected under the rules and procedures of the American Arbitration Association (AAA). The forty-five (45) day period for mediation may be shortened or lengthened by mutual agreement of the parties. An arbitration shall be held under the Voluntary Rules of Labor Arbitration of the AAA on a date agreed to by the parties at a mutually acceptable location. The arbitrator shall have no power to change, amend, modify, add to or otherwise alter this Agreement. The fees of the AAA and the arbitrator shall be shared equally by the parties. The decision of the arbitrator shall be final and binding upon the Employer, **AGMA** and the employees covered by this Agreement.

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

(3) In any such arbitration, **AGMA** may appear as **amicus curiae**

with all the rights of a party thereto.

(b) **BASIC AGREEMENT**

Any controversy or claim arising out of or relating to this contract or breach or interpretation thereof, shall be settled by arbitration in the same manner as is provided in Paragraph 21 above.

(c) **PLACE OF ARBITRATION**

All arbitrations between the **EMPLOYER** and any **ARTIST** and/or between the **EMPLOYER** and **AGMA** shall take place in **Philadelphia**.

22. **FORCE MAJEURE**

It is agreed that if the **EMPLOYER** cannot perform because of fire, accident, strikes, riot, Act of God, war, the public enemy, or for any other cause of the same general class which cannot be reasonably anticipated or prevented, or if the conductor suffers injury or illness which would prevent him or her from performing the function of conductor, and if the **EMPLOYER** does not have available to it a conductor or conductors capable of conducting the performance, then the **EMPLOYER** shall notify the **ARTISTS** thereof in writing and thereafter the **ARTISTS** shall be entitled to payment only for all services performed by the **ARTISTS** prior to receipt of the aforementioned written notice. 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 makes the execution of this contract impossible or unfeasible.

23. **ADMITTANCE OF AGMA REPRESENTATIVE ON EMPLOYER'S PREMISES**

Any officer or other duly authorized representative of **AGMA** shall be admitted to the premises of the **EMPLOYER**, or such other place where the company is working, and the **EMPLOYER** agrees to cooperate with such representative in dealing with all matters pertaining to the official business of **AGMA**.

24. **REPORTING TIME – REHEARSAL, PERFORMANCE**

ARTISTS must report for rehearsals not later than five (5) minutes in advance of the announced time of commencement of rehearsal. **ARTISTS** will report for performance not later than thirty (30) minutes prior to curtain time. **ARTISTS** must report for bus departure five (5) minutes prior to the announced time of departure.

25. **TRANSPORTATION**

In the event that the **ARTIST** is required to leave the city of origination for travel exceeding a radius of fifty (50) miles from the Academy of Music, Philadelphia, Pennsylvania, or if rehearsal, travel and performance in any day exceeds a span of eight (8) hours, the **EMPLOYER** shall pay \$40.00 per person for per diem.

26. **CHORALE COMPOSITION AND ARTIST PARTICIPATION**

(a) There shall be no minimum or maximum numbers of **ARTISTS** and **NON-PROFESSIONALS** in comprising the chorale for a performance or series of performances. However it is agreed that the chorale shall always consist of at least forty percent (40%) **ARTISTS** and no more than sixty percent (60%) **NON-PROFESSIONALS**.

(b) Participation in The Philadelphia Singers Chorale (**TPSC**) shall be voluntary for season contract **ARTISTS** of The Philadelphia Singers. It is agreed, however, that such **ARTISTS** shall be offered employment in concerts of **TPSC** before an offer of employment is made to other members of **AGMA**.

(c) It is agreed that The Philadelphia Singers may include in its brochures and other publications reference to concerts of **TPSC** as long as the group is identified as "The Philadelphia Singers Chorale".

27. **LATENESS AND ABSENCE**

After an **ARTIST** has had two (2) unexcused latenesses and/or absences in a rehearsal period for a single concert, s/he shall receive a formal written warning that s/he is jeopardizing their contract for the remainder of the season. A copy of the warning shall be given to the Union. In the event of additional occurrences, the **ARTIST** may be considered in breach of contract with respect to any subsequent concerts covered by that same contract and the contract may be cancelled by the **EMPLOYER** with respect to any subsequent concerts covered by that same contract, with notice to the Union.

28. **ARTIST REFUSAL TO HONOR CONTRACT**

Any **ARTIST** who refuses to honor a signed performance contract will be immediately reported to **AGMA** for disciplinary action. A copy of such notification shall be given to the local officers of the Union. In addition, the **ARTIST** may be considered in breach of contract with respect to any subsequent concerts covered by that same contract and the contract may be cancelled by the **EMPLOYER** with respect to any subsequent concerts covered by that same contract and the Artist removed from the **EMPLOYER's** professional pool, with notice to the

Union. This shall not apply in the event that such failure to perform is due to extreme circumstances which make it impossible for the **ARTIST** to rehearse or perform including death in the family, illness of the **ARTIST** or a close family member, divorce or an involuntary change in job assignment.

SECTION III - PERFORMANCE

29. COMPENSATION – THE PHILADELPHIA SINGERS

(a) Performances shall be compensated at the rate of:

<u>1999-2000</u>	<u>2000- 2001</u>	<u>2001-2002</u>
114.79	118.24	121.78

Auxiliary choristers will be compensated at the same rates.

(b) Rehearsals shall be compensated at the rate of:

<u>1999-2000</u>	<u>2000- 2001</u>	<u>2001-2002</u>
15.22	15.68	16.15

Auxiliary choristers will be compensated at the same rates.

(c) Ensemble soloists' fee shall be the following for each solo:

\$ 35.00	small (1 to 10 measures)
65.00	medium (11 to 30 measures)
100.00	major (31 or more measures)

(Measures counted will include pick-up notes and interludes within the solo.)

1. All memorized solos shall be compensated at the rate of one and one-half times the applicable solo fee.

2. For a major work, a soloist throughout the entire work will be paid \$250.00. This category is intended to cover works in which the individual is the sole soloist of their voice part throughout the work, (i.e., the only soprano soloist, the only alto soloist, etc.)

(c) Ensemble soloists' fee shall be the following for each soloist:
(d) Concertist fees shall be:

\$25.00 1 to 10 measures

40.00 11 to 30 measures

60.00 31 to 70 measures

(b) Rehearsals shall be compensated at the rate of:
85.00 71 or more measures

(Measures containing pick-up notes shall be counted as full measures.)

Concertist fee is over and above soloists' fee.

30. **COMPENSATION – PHILADELPHIA SINGERS CHORALE**

(a) Performances shall be compensated at the rate of:

(1) Core – 21-32 Singers	Any Length	87.45	89.20	90.98
(2) Core – 9-20 Singers	Entire Program	92.91	94.77	96.67
	Half of Program	81.99	83.63	85.30
	20 Minutes or Less	76.53	78.06	79.62
(3) Core – 8 or fewer	Entire Program	98.37	100.34	
	Half of Program	87.45	89.20	102.35
	20 Minutes or Less	81.99	83.63	90.98 85.30

Rehearsals for concert setting shall be compensated at the rate of:

1999-	2000- <u>2001</u>	2001- <u>2002</u>
14.52	14.81	15.11

(b) **Concert Setting - Chorale**

PERFORMANCE RATE

	<u>1999-2000</u>	<u>2000- 2001</u>	<u>2001- 2002</u>
(1) Chorale	76.53	78.06	79.62
(2) Chorale With Philadelphia Orchestra	76.53	78.06	79.62
With Philadelphia Orchestra- Each Additional Performance	65.56	78.06	79.62

Rehearsals for subcontracted Chorale performances shall be compensated at the rate of:

<u>1999-2000</u>	<u>2000-</u> <u>2001</u>	<u>2001- 2002</u>
12.05	12.29	12.54

(c) **Non-Concert Setting** shall be defined as performances using 12 or fewer Singers in non-traditional venues where the performance is ancillary to other events or solely for promotional purposes, i.e., private parties and performances in shopping centers or stores. For non-concert setting services, “length of performance” shall be defined as the time from “call” until the choristers are released by the individual acting as contractor for the service. Non-concert performances shall be compensated at the following rate:

SINGERS	<u>LENGTH OF PERFORMANCE</u>	<u>PERFORMANCE RATE</u>		
		<u>1999</u> <u>2000</u>	<u>2000-</u> <u>2001</u>	<u>2001-2002</u>
(1) Core – 9 -12	More than 2 hours 45 Minutes – 2 hours 21 – 44 Minutes 20 Minutes or less	87.45 71.07 60.10 54.64	89.20 72.49 61.30 55.73	90.98 73.94 62.53 56.84
Core - 8 or less	More than 2 hours 45 Minutes – 2 hours 21 – 44 Minutes 20 Minutes or less	92.90 76.53 65.56 60.10	94.76 78.06 66.87 61.30	96.65 79.62 68.21 62.53

Rehearsals for Non-Concert Settings shall be compensated at the following rate:

1999-	2000- <u>2001</u>	2001- <u>2002</u>
14.52	14.81	15.11

(d) Extra Choristers shall be paid the same as the applicable rate above.

(e) The Philadelphia Singers will make every reasonable effort to offer first right of refusal of sub-contracted services to season contract personnel.

32.

REHEARSAL PERIODS

(1) There shall be no more than two (2) hours of rehearsal the day of the concert. All rehearsal time on the day of the concert shall be compensated at the rate of time and one-half. This provision shall not apply to contracted performances (performances produced by an entity other than The Philadelphia Singers for which The Philadelphia Singers has contracted to provide singers).

(2) There shall be no more than three hours per rehearsal. Time in excess of three hours shall be compensated at two times the applicable hourly rate.

(3) There shall be no more than six hours of rehearsal per day.

(4) There shall be a one-hour break between rehearsals.

(5) Each singer will receive an \$11.00 meal allowance on a double rehearsal day.

(6) One week's notice must be given for any change in rehearsal. A change with less notice shall be at the singer's discretion with no loss in compensation.

(7) No rehearsal call shall be deemed to be of less than two (2) hours duration irrespective of the amount of time spent in rehearsal.

(8) Rehearsals in excess of two (2) hour minimum call shall be compensated for in one-half (1/2) hour segments.

(9) "Optional" rehearsals not cancelled within 15 days of the concert are considered firm and binding.

(10) "Call" before a concert shall be 75 minutes maximum.

(11) "Warm-ups" shall be compensated for at the hourly rehearsal rate for time spent in warm-up in one-half hour increments. Any portion of a one-half hour segment spent in warm-up shall be compensated for at the one-half hour rate.

33.

MISCELLANEOUS

(1) Cancellation of concert commitment:

Any singer under contract is entitled to the following percentages for loss of engagement cancelled:

Within less than 16 weeks – 30%

Within less than 8 weeks – 40%

Within less than 4 weeks – 50%

14 or less days prior to cancellation – 60%

(2) All good attempts will be made by management to list the individual artists' names in printed programs or television credits.

(3) All broadcast arrangements (television and/or radio) are under the jurisdiction of the American Federation of Television and Radio Artists (AFTRA).

(4) A chorister acting as cover for a soloist shall be paid a flat fee of \$25.00 covering. If the person covering is asked to sing in the performance, the performance fee shall be in addition to the cover fee.

(5) There shall be no grace period for lateness. Lateness fines will be deducted in fifteen minute intervals.

(6) Women shall wear floor-length all-black dresses or palazzo pants with long sleeves. Men shall wear black tuxedos with white shirts, black bow ties and cummerbunds and no vests for day concerts and white tie and tails for evening concerts.

(7) There shall be no smoking permitted in any rehearsal or performance area when being utilized for those purposes. The offending individual, whether management or bargaining unit, shall be removed from the area if they violate this rule.

(8) The **EMPLOYER** will make reasonable efforts to control the temperature in all rehearsal space.

(9) Auditions for all solo parts must take place no later than the first rehearsal. Soloists must be informed of their selection within one week of the audition. Notice of audition will be provided at least three weeks in advance of the audition.

(10) Copies of all disciplinary actions against Artists shall be provided to the AGMA Executive Committee.

(11) In order to insure adequate working conditions, including

adequate lighting, heat and acoustics, a representative of the Union Executive Committee shall be a member of the committee that seeks and selects rehearsal facilities.

34. **ARCHIVAL RECORDINGS**

AGMA will permit the **EMPLOYER** to make audio and video tapes which are marked and restricted for archival and study purposes for the executive use of the **EMPLOYER** for remounting productions. Should there be any release, distribution, sale or any other usage made of these "study" or "archival" tapes, the **EMPLOYER** agrees to compensate all **ARTISTS** the appropriate prevailing compensation.

The following disclaimer shall appear on all tapes: "This recording was primarily produced for archival purposes. It represents a live concert performance. Unauthorized reproduction, distribution, and/or public performance is prohibited."

The parties hereby agree that this Article encompasses the **EMPLOYER'S** use of audio and visual tapes for the purposes of fund raising, development, and grant satisfaction, without the need for compensation to the Choristers for the use of such tapes for the aforementioned purposes. The **EMPLOYER** will maintain responsibility for subsequent use of such tapes if they are distributed to other parties, and agrees that if any party receives compensation for the use of such tapes (other than monies received in connection with the **EMPLOYER'S** fund raising, development, and grant satisfaction) the Choristers will be compensated in accordance with this Agreement. The **EMPLOYER** will provide information upon request regarding its intended use of such tapes for fund raising, development and grant satisfaction purposes.

SECTION IV – TERM OF AGREEMENT AND SIGNATURE

35. **TERM OF AGREEMENT**

The term of this Agreement shall commence on September 1, 1999 and shall terminate on August 31, 2002, provided that all contracts with **ARTISTS** which expire after that date shall be deemed subject to such new Agreement as may be entered into between **AGMA** and the **EMPLOYER** for the next or succeeding seasons. **AGMA** agrees to submit proposals for a new **BASIC AGREEMENT** no later than _____, 19__.

36. **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.

37. **NO WAIVER BY AGMA**

The failure of **AGMA** or the **EMPLOYER** to insist upon the strict performance of any of the provisions of this Agreement shall not be deemed a waiver of any rights or remedies that **AGMA** or the **EMPLOYER** may have and shall not be deemed a waiver of any subsequent breach or default on the part of either contracting party.

38. **GOVERNING LAW**

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

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

AMERICAN GUILD OF MUSICAL ARTISTS
SINGERS

THE PHILADELPHIA

BY: _____

BY: _____

IN THE PRESENCE OF:
OF:

IN THE PRESENCE

Date: _____

Date: _____

January 17, 2000

American Guild of Musical Artists
c/o Gail Lopez-Henriquez
Freedman and Lorry, P.C.

Suite 900
400 Market Street
Philadelphia, PA 19106-2509

Dear Sir or Madam:

This letter agreement will summarize certain understandings that we have reached relating to the renewal of the Basic Agreement (the "Agreement") between the American Guild of Musical Artists ("AGMA") and The Philadelphia Singers ("TPS"). The Agreement as renewed will be in effect from September 1, 1999 through August 31, 2002.

1. TPS management will use its best efforts to ensure that rehearsal facilities include access to reasonably maintained restrooms which are adequately supplied with toilet paper and paper towels. Artists will not be required to remain in any area where the temperature is less than 65 degrees Fahrenheit and management shall take appropriate steps to eliminate unnecessary distractions during rehearsals.

2. TPS acknowledges that under the terms of the Basic Agreement all fees due an Artist in respect of a performance are to be paid immediately prior to the commencement of the performance. TPS agrees that this principle shall also be applied to engagements of Artists for services which do not constitute performances (such as Master Classes and tapings), unless a contrary agreement has been reached with the involved Artists at the time they are engaged to perform the service. Absent such an agreement, any Artist may decline to participate in rendering any service for which he or she shall not have been paid in advance. In the event that any payment for services cannot be made in accordance with the terms of this paragraph due to the customer's failure to pay TPS, TPS will keep the participating Artists advised on its efforts to collect from the customer and when the Artists might expect to receive payment for their services. If payment is not made within sixty (60) days after service, there shall be a penalty fee of \$10.00 or interest, which is both prospective and retroactive to the date of service, at the rate of one and a half percent (1 ½%) per month, compounded daily, whichever is greater.

3. TPS agrees to use its best efforts to publicize any Artist recitals which are to be performed at the Packard Building in order to encourage the presence of an audience.

4. It has come to the attention of the management of TPS that members of TPS have appeared with other choral ensembles performing in the Philadelphia area for compensation which is considerably less than the rates established in the Basic Agreement with AGMA.

Management of TPS has expressed its view that it cannot continue to pay these Artists at the rate provided in the Basic Agreement when they have seen fit to sell their services to competing organizations at a lower rate. In response to this

concern AGMA has agreed:

i) to use its best efforts to organize other professional choruses operating in the Philadelphia area and to ensure that professional members of such choruses are paid at a scale which is consistent with that established in the Basic Agreement; and

ii) to undertake an educational effort with its members to make sure that they understand the difficulties presented both to AGMA and TPS by Artists who perform for other competing organizations at wage scales less than those established in the Basic Agreement.

TPS management intends to monitor the impact of these efforts during the extended term of the Basic Agreement and reserves the right to reopen negotiations with AGMA on this subject in the event that this practice continues and is adversely impacting the financial health and prospects of TPS.

If this letter agreement has adequately set forth the understandings we have reached with respect to the subject matter hereof, kindly so indicate by dating and signing both copies of this letter agreement in the spaces provided below and returning to us a fully executed copy of our files

Very truly yours,

THE PHILADELPHIA SINGERS

By: _____

Charles Meredith
President

Agreed to this 31st day of August, 1999

AMERICAN GUILD OF MUSICAL ARTISTS

By: _____

Name: _____

Title: _____