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IDnum 408 **Language** English **Country** United States **State** WA

Union AGMA (American Guild Musical Artists)

Local

Occupations Represented
Dancers and choreographers
Musicians, singers, and related workers

Bargaining Agency Washington Opera

Agency industrial classification (NAICS):

71 (Arts, Entertainment, and Recreation)

BeginYear 2001 **EndYear** 2004

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Original_format PDF (unitary)

Notes

Contact

Full text contract begins on following page.

COLLECTIVE BARGAINING AGREEMENT
Between
AMERICAN GUILD OF MUSICAL ARTISTS
and
THE WASHINGTON OPERA
August 1, 2001 through June 30, 2004

This COLLECTIVE BARGAINING AGREEMENT made and agreed between the AMERICAN GUILD OF MUSICAL ARTISTS, INC., (hereinafter called "AGMA") and THE WASHINGTON OPERA, (hereinafter called "MANAGEMENT"), shall constitute an agreement between the parties hereto for the work territory, conditions, and wages provided for herein.

W I T N E S S E T H

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

ARTICLE I - ARTISTS COVERED

MANAGEMENT hereby recognizes AGMA as the exclusive collective bargaining agent for all SOLO SINGERS, SPEAKING PERFORMERS/NARRATORS, MUTE PERFORMERS, STAGE DIRECTORS and their assistants, STAGE MANAGERS and their assistants, CHOREOGRAPHERS and their assistants, SOLO DANCERS, BALLET MASTERS/MISTRESSES, and DANCE CAPTAINS (hereinafter called "PRINCIPALS"), CORPS DANCERS, and CHORISTERS, all hereinafter referred to collectively as "ARTISTS," whose services are used by MANAGEMENT. MANAGEMENT and AGMA agree that AGMA represents, for collective bargaining purposes, a majority of the ARTISTS.

ARTICLE II - DEFINITIONS OF ARTISTS COVERED

A. SOLO SINGER - A singing artist engaged to perform leading, featured, supporting and/or solo bit roles.

B. SOLO DANCER - A dancer engaged to perform solo roles or who is significantly featured in the choreography.

C. STAGE DIRECTOR - An individual engaged to create and direct the staging for productions according to the design concept as agreed by MANAGEMENT.

D. ASSISTANT STAGE DIRECTOR - An individual engaged to assist the STAGE DIRECTOR in staging the production.

- E. STAGE MANAGER - An individual engaged to stage manage and "call" the production.
- F. ASSISTANT STAGE MANAGER - An individual engaged to assist the STAGE MANAGER in stage managing the production.
- G. CHOREOGRAPHER - A director of dance engaged to create and direct dance sequences as designated by MANAGEMENT.
- H. SPEAKING PERFORMER/NARRATOR - An artist engaged to perform leading, featured, supporting and/or solo bit speaking roles.
- I. MUTE PERFORMER - An artist engaged to perform leading, featured, supporting or solo bit non-singing, non-speaking roles.
- J. BALLET MASTER/MISTRESS - An individual who auditions and selects CORPS DANCERS, coordinates rehearsal scheduling, maintains the CORPS DANCERS by conducting class, assists in rehearsal, knows the choreography, and sees to the safety and well being of the CORPS DANCERS.
- K. DANCE CAPTAIN - A dancer who performs with the CORPS DANCERS and is responsible for knowing the choreography, and who is prepared to coach and rehearse CORPS DANCERS (in a group or individually) with or without the overseeing of the BALLET MASTER/MISTRESS or CHOREOGRAPHER.
- L. CHORISTER - A singing artist engaged to perform in the chorus.
- M. CORPS DANCER - A dancer engaged for a non-solo dance performance.
- N. ASSISTANT CHOREOGRAPHER - An individual engaged to assist the CHOREOGRAPHER in choreographing the production.
- O. CORPS DE BALLET - Six (6) or more CORPS DANCERS who perform in ensemble dancing.
- P. CORPS BIT - Any CORPS DANCER who is highlighted from the CORPS in the same scene for up to 8 measures. CORPS BIT shall be compensated at the CHORUS BIT pay rate.
- Q. INCIDENTAL DANCE SOLOIST - Any CORPS DANCER who dances separately, and is highlighted from the CORPS in the same scene for more than 8 measures. An INCIDENTAL DANCE SOLOIST shall be compensated at the Singer Solo Bit rate.
- R. COVERS - An ARTIST engaged to learn, rehearse, and/or perform a

performing PRINCIPAL ARTIST'S role(s) in place of or in the absence of the ARTIST(s) originally engaged to perform such role(s). A REHEARSAL COVER is an ARTIST engaged to learn and rehearse but not perform a performing PRINCIPAL ARTIST'S role.

S. CHORUS BIT - (Not listed in Schedule C) Any CHORISTER who in a given performance:

1. Sings up to six solo bars (more than six bars shall either be a solo bit or a role);
2. Has dialogue; or
3. Plays a musical instrument.

T. MUTE BIT - (Not listed in Schedule C) Any CHORISTER or CORPS DANCER who performs an activity in which less than 50% of the chorus unit (men's chorus, women's chorus or chorus divisi) or CORPS DE BALLET, as the case may be, is called by the director to appear in a scene in which the chorus or CORPS DE BALLET does not traditionally appear.

ARTICLE III - APPLICATION OF PROVISIONS

A. MANAGEMENT agrees that the provisions of this Agreement shall apply to and inure to the benefit of all ARTISTS engaged by MANAGEMENT or by an affiliate, subsidiary or the like of MANAGEMENT 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 MANAGEMENT" such phrase shall be deemed to mean "all ARTISTS engaged by MANAGEMENT, or by an affiliate or subsidiary of MANAGEMENT directly or indirectly, or through agents, or independent contractors."

B. MANAGEMENT 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 and MANAGEMENT agree to negotiate terms and conditions, including all terms of engagement, rehearsal, travel and performance, as a condition for granting approval to MANAGEMENT to take ARTISTS for an engagement or series of engagements on tour outside of the U. S. or Canada.

ARTICLE IV - EXCLUSIONS

Excluded from this Agreement are public education, training and local community outreach programs of MANAGEMENT. "Local community outreach programs" shall mean those programs specifically designed for communities or groups that may not otherwise be exposed to the opportunities to see opera.

ARTICLE V - ALTERNATE THEATER

When an alternate facility that is smaller than the House Facility (as defined below), is used (an "Alternate Theatre") compensation shall be calculated in accordance with this ARTICLE V.

The term "House Facility" shall mean with respect to rehearsals, any location in which the majority of rehearsals are held, and with respect to performances, any location in which the majority of performances are held. The minimum rates of pay for PRINCIPALS (Lead, Featured, Supporting, Solo Bit and Solo Dancer roles) engaged to perform on a per performance basis in an Alternate Theater (i) having 1,100 or fewer seats shall be 15% less or (ii) having 1,600 to 1,101 seats when used for a non-subscription performance shall be 10% less than the rates set forth in ARTICLE XXVI A. 1. MINIMUM PERFORMANCE AND REHEARSAL COMPENSATION AND PROVISIONS - PERFORMING PRINCIPALS hereof. The minimum rates of pay for PRINCIPALS (Lead, Featured, Supporting, Solo Bit and Solo Dancer roles) engaged to perform in an Alternate Theater (i) having 1,100 or fewer seats or (ii) having 1,600 to 1,101 seats when used for a non-subscription performance, on a weekly basis shall be 10% less than the rates set forth in ARTICLE XXVI A. 2. Per diems and rehearsal rates in connection with performances in an Alternate Theater shall be the same as the per diems and rehearsal rates that apply when performing in the House Facility.

ARTICLE VI - MANAGEMENT RIGHTS

A. Except as otherwise provided for by any provision of this Agreement or the Standard ARTIST's Contract, MANAGEMENT reserves and retains, solely and exclusively, all of its inherent business and artistic rights, functions, and prerogatives as the MANAGEMENT of the business.

B. AGMA agrees to consider and act upon all charges filed in writing by MANAGEMENT and shall conduct a hearing when warranted in accordance with the AGMA Constitution and By-Laws. MANAGEMENT agrees that such charges filed in writing with AGMA and acted upon by AGMA shall not be subject to arbitration, provided, however, that the above and other references to AGMA's Constitution, By-Laws, and rules and regulations shall apply to the documents existing on the date of execution of this Agreement and provided that AGMA has made copies available to MANAGEMENT by such date of execution.

C. MANAGEMENT and AGMA agree to meet at MANAGEMENT'S offices and at reasonable times but not more than quarterly, at the request of either party, to discuss safety issues and other concerns of mutual interest that may arise during the term hereof.

D. MANAGEMENT agrees to provide AGMA a roster of ARTISTS engaged to date for each production, indicating the roles to be performed by each ARTIST engaged, no less than six (6) weeks prior to the first performance of such production. MANAGEMENT shall update the roster at regular intervals.

ARTICLE VII - MEMBERSHIP IN AGMA

Except where prohibited by state law, it shall be a condition of engagement that:

A. All ARTISTS hired by MANAGEMENT and 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.

B. All ARTISTS covered by this Agreement and hired on or after the date this Agreement is executed shall within thirty (30) days following the beginning of such engagement, become and remain members in good standing of AGMA.

C. "Membership" and "Good Standing" as used in this Article VII shall mean the tender of AGMA's uniformly required initiation fees and periodic dues.

ARTICLE VIII - DEDUCTIONS

A. AGMA and MANAGEMENT agree that MANAGEMENT may deduct from ARTISTS' compensation applicable state and federal taxes as may be required by law, and any amounts due and owing MANAGEMENT as provided in this Agreement or any mutually agreed upon amendment to or modification thereof.

B. Provided that MANAGEMENT has been presented an authorization as required by law, properly signed by ARTIST, MANAGEMENT agrees to deduct from ARTISTS' gross compensation the applicable "working dues" as certified by AGMA to then be in effect. For the purpose of calculating working dues: meal allowance and per diem (to the extent provided for in this Agreement) and travel expenses shall not be considered part of the gross compensation and shall not be subject to such working dues deductions.

C. MANAGEMENT agrees to deduct from ARTISTS' gross compensation initiation fees, assessments, fines, delinquent payments, or other similar deductions at the direction of and on behalf of AGMA, provided that no later than two (2) weeks prior to ARTIST's first performance (or in the event that the ARTIST's contract has not been filed in accordance with Article XXI.B. of this Agreement, within two (2) weeks of the date of filing ARTIST's contract with AGMA or as soon as

practicable):

1. AGMA has requested MANAGEMENT to do so, in writing, and
2. In the case of PRINCIPALS only, AGMA has sent a notice to ARTIST in care of MANAGEMENT outlining the nature and the amount of the deduction, instructing ARTIST to contact AGMA in the case of questions.

D. MANAGEMENT will make every reasonable effort to forward to AGMA the deductions referred to in B. and C. above within twenty (20) working days following ARTIST's final performance, but will make the remittance no later than forty (40) days after said performance. To the best of its ability, MANAGEMENT will accompany said remittance with ARTIST's name, Social Security number, and the amount of the deduction for each ARTIST involved, with the basic and working dues listed separately. AGMA indemnifies MANAGEMENT against any claim resulting from any or all deductions on AGMA's behalf, required of MANAGEMENT in this Agreement.

ARTICLE IX - CONTRIBUTION TO MANAGEMENT FORBIDDEN

A. MANAGEMENT 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 MANAGEMENT, or as a condition of acquiring or continuing such engagement or any preferment in such engagement, and MANAGEMENT agrees that it will not accept or receive any such payments or contributions. Notwithstanding the above, MANAGEMENT may request ARTIST to appear in any benefit or fund raising activity without compensation after MANAGEMENT has reached mutual agreement to do so with the AGMA National Office and with Theatre Authority, Inc.

B. AGMA and MANAGEMENT agree that payments due and owing MANAGEMENT by ARTIST because of unreturned property provided by MANAGEMENT, ticket purchases, or indebtedness to MANAGEMENT on behalf of and with the prior knowledge of the ARTIST, are not considered "forbidden contributions" and are to be repaid to MANAGEMENT by ARTIST prior to ARTIST's final performance.

ARTICLE X - FEES AND COMMISSIONS

No officer, director or agent of MANAGEMENT and no person who occupies a paid supervisory or paid executive position with AGMA or with MANAGEMENT, or who receives compensation from MANAGEMENT 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.

ARTICLE XI - AGMA DELEGATES AND REPRESENTATIVES

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

- 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. Shall report any violations of this Agreement both to MANAGEMENT and to AGMA.
- D. 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 MANAGEMENT except when authorized by the National Office of AGMA to stop professional activities because of lack of payment for services or failure to post a requested bond.
- E. Shall conduct meetings scheduled on days of rehearsal or performance and pertaining to AGMA business only before or after rehearsals or performances, and shall schedule such meetings so as not to interfere with rehearsal or performance. MANAGEMENT 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 MANAGEMENT.

ARTICLE XII - STRIKES AND LOCKOUTS

AGMA agrees not to encourage, engage in, support or participate in any sympathy strikes, or any work stoppage whatsoever during the term of this Agreement for any reason, including alleged unfair labor practices. AGMA will advise its members that such sympathy strikes or work stoppages are in violation of this Agreement. However, MANAGEMENT recognizes ARTIST's right to determine independently to honor a lawful picket line, provided, however, that by such action, ARTIST shall have voided his or her Standard ARTIST's Contract. MANAGEMENT agrees not to lock out ARTISTS during the term of this Agreement.

ARTICLE XIII - DISCRIMINATION AND SEGREGATION

- A. AGMA may represent its members in any dispute which may arise with

MANAGEMENT. MANAGEMENT shall not dismiss or otherwise penalize ARTIST for fulfilling his duties, activities or obligations as a delegate or as an AGMA member. Any AGMA delegate or member who claims that MANAGEMENT has given him notice, or otherwise penalized or discriminated against him for fulfilling his/her duties, either as a delegate or as an AGMA member, may present his case to AGMA which shall give MANAGEMENT an opportunity to be heard if it desires such an opportunity. If AGMA is satisfied that such activities are the real cause of dismissal or of any penalty, it may permit 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, s/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. As provided by law, MANAGEMENT and AGMA agree not to discriminate against any ARTISTS in their general relationships because of race, color, creed, sex, national origin, age, disability, sexual orientation, or nationality. MANAGEMENT and AGMA agree to prohibit sexual harassment.

C. MANAGEMENT and AGMA will not discriminate against any ARTIST in compensation, performances, or engagements because of ARTIST's activities on behalf of AGMA, nor shall MANAGEMENT utilize a performance venue where MANAGEMENT is aware of invidious discrimination because of race, color, creed, sex, national origin, age, disability, sexual orientation, or nationality.

ARTICLE XIV - WORKER'S COMPENSATION

MANAGEMENT will carry, at its expense, Worker's Compensation Insurance, or its equivalent, covering all ARTISTS wherever they may work for MANAGEMENT, without regard to fault, in compliance with the laws of the State of its principal place of business.

ARTICLE XV - SECURITY DEPOSIT

A. Upon the request of AGMA, MANAGEMENT agrees to post a Twenty Thousand Dollar (\$20,000.00) security deposit in escrow with a United States commercial bank to be mutually agreed upon (the "Escrow Agent") at least two (2) weeks prior to the commencement of any rehearsal or performance to insure the fulfillment of all MANAGEMENT's obligations under the terms of this Agreement and/or Standard ARTIST's Contract.

B. AGMA shall have the right to draw on the security deposit only upon presentation to the Escrow Agent of satisfactory evidence that (i) AGMA has filed a grievance pursuant to and in accordance with the terms of Article XXXVIII hereof and (ii) MANAGEMENT has failed to comply with the Arbitration procedures set

forth in such Article XXXVIII or an award has been made by the Arbitrator in favor of AGMA. MANAGEMENT shall be entitled to all interest accrued on the security deposit during the time such deposit is so held in escrow.

C. Upon notice by MANAGEMENT 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 such security deposit not later than four (4) weeks after MANAGEMENT's final performance, provided, however, that two (2) weeks have elapsed after the conclusion of MANAGEMENT's contractual obligations, less any claims made by AGMA for any violations of the terms of this Agreement and/or less any claims made by an ARTIST against MANAGEMENT for violations of his/her individual contract.

ARTICLE XVI - HEALTH COVERAGE

To provide health care for Artists Covered, MANAGEMENT agrees to pay (i) during the 2001-2002 season sixty-seven dollars (\$67.00) per performance, (ii) during the 2002-2003 season sixty-eight dollars (\$68.00) per performance, and (iii) during the 2003-2004 season seventy dollars (\$70.00) per performance, in each case up to a maximum of eight (8) performances per production. This payment shall be made to AGMA Health Fund Plan B, Account #2 no later than the fifteenth (15th) day of the month following the month containing the final performance of the production. Quarterly reports of contributions paid in, benefits paid out, and amount and disposition of forfeitures shall be made to MANAGEMENT. For the purpose of this Article, "Artists Covered" shall not include any ARTISTS already covered by a MANAGEMENT health plan, CHORISTERS, or CORPS DANCERS.

ARTICLE XVII - PAYMENT TO ARTISTS

A. Performing PRINCIPAL ARTISTS engaged on a weekly basis shall be paid no later than Friday of each week of engagement.

B. Performing PRINCIPAL ARTISTS engaged on a per performance basis shall be paid no later than the beginning of each performance, unless otherwise agreed upon in ARTIST'S Standard ARTIST'S Contract.

C. CHORISTERS and CORPS DANCERS engaged on either a weekly or per performance shall be paid no later than the Friday immediately following the end of the previous normal work week and shall be entitled to instruct MANAGEMENT to electronically deposit their salaries (direct deposit).

D. STAGE MANAGERS and ASSISTANT STAGE MANAGERS shall be paid in accordance with MANAGEMENT'S administrative payroll on the 15th and last day of each month.

E. STAGE DIRECTORS, and their assistants, CHOREOGRAPHERS, and their assistants, and COVERS will be paid pursuant to the provisions of their Standard Artist Contract.

F. Except as otherwise provided herein payments shall be made in cash, electronic transfer or by company check in United States dollars, regardless of where performances take place.

G. For purposes hereof, "normal work week" for all ARTISTS shall be Monday through Sunday.

H. ARTISTS shall be paid no less than the first seven (7) days of ARTISTS' contracted per diem upon arrival in MANAGEMENT's city of origination and shall receive each subsequent week's per diem no later than the first day of the normal work week for which the per diem is being paid, unless otherwise requested by ARTIST. In addition, all non-resident ARTISTS contracted at the minimum rate 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.

I. When MANAGEMENT provides (or is prepared to provide) suitable lodging, MANAGEMENT may satisfy the per diem requirement herein by the payment of an amount equal to the daily meal allowance provided for in Article XIX.A. hereof .

J. No later than the last performance, MANAGEMENT will provide ARTIST with a written breakdown of fees and per diem, or meal allowance as appropriate.

ARTICLE XVIII - TRANSPORTATION

A. It is MANAGEMENT's responsibility to provide transportation on behalf of ARTISTS to and from MANAGEMENT's city of origination and ARTIST's domicile.

B. BY PLANE

ARTIST agrees to travel by regularly scheduled airline; however, ARTIST and MANAGEMENT may agree to alternate means of transportation by mutual consent of the parties, to be indicated upon the Standard ARTIST's Contract.

In the event that ARTIST performs with other producing organizations, immediately prior to or immediately following an engagement, air travel expenses may be prorated with the other organizations involved.

C. SICKNESS OF ARTIST

1. In the event that ARTIST shall continue to be unable to perform services after the sick leave period referred to in Article XXXVII of this Agreement, MANAGEMENT shall return ARTIST to his or her resident city and shall provide ARTIST with return transportation by the same means as provided for the ARTIST's arrival, and no further claim for payment under ARTIST's contract shall be due after departure because of such illness.

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

3. MANAGEMENT may request a certificate of a doctor as to the illness of ARTIST and an examination by a doctor designated and paid for by MANAGEMENT as a condition precedent to fulfilling the above paragraph C. 1. of this Article XVIII.

ARTICLE XIX - EXTRA TRAVEL COMPENSATION FOR "RUN-OUT ENGAGEMENTS"

A. "Run-Out Engagements": When ARTIST is required to perform thirty (30) miles beyond the central point of departure, but is not required to stay overnight, MANAGEMENT shall compensate ARTIST with a partial daily meal allowance as follows:

DEPARTURE PRIOR TO RETURN AFTER	As of 8/1/01	As of 8/1/02	As of 8/1/03
9:00 A.M.	\$10.50	\$10.50	\$11.00
1:00 P.M.	\$14.00	\$14.50	\$14.90
6:00 P.M.	\$20.50	\$21.00	\$21.50
Daily Meal Allowance	\$45.00	\$46.00	\$47.50

However, the above allowances shall not be paid if ARTIST is already specifically receiving no less than the per diem provided for herein for out-of-town performances in his/her normal contractual compensation.

B. 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/her performance or during a

week which is neither a rehearsal week nor a performance week, s/he shall be paid not less than the following:

	As of 8/1/01	As of 8/1/02	As of 8/1/03
PER DIEM	\$94.75	\$96.75	\$99.50

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

C. If any ARTIST engaged on a single performance or on a weekly basis is returned to the city of origination after 2:30 A. M. of the morning following the end of his/her performance or of his/her engagement, then MANAGEMENT shall pay for such ARTIST's sustenance an additional Meal allowance of not less than the following amounts:

	As of 8/1/01	As of 8/1/02	As of 8/1/03
Late Arrival	\$10.50	\$10.50	\$11.00

ARTISTS shall be required to take the first available standard transportation furnished by MANAGEMENT.

D. If ARTIST is not returned to the city of origination within the last day of the last performance week, he/she shall be paid the following additional sum per day until he/she has been returned to the city of origination:

	As of 8/1/01	As of 8/1/02	As of 8/1/03
PER DIEM	\$94.75	\$96.75	\$99.50

On a final partial travel day, the following partial daily meal allowance shall apply:

DEPARTURE PRIOR TO or RETURN AFTER	As of 8/1/01	As of 8/1/02	As of 8/1/03
9:00 A.M.	\$10.50	\$10.50	\$11.00
1:00 P.M.	\$14.00	\$14.50	\$14.90
6:00 P.M.	\$20.50	\$21.00	\$21.50

If any travel on the final day of travel to the city of origination ends after 10:00 P.M., full per diem as listed above shall be paid to each ARTIST.

ARTICLE XX - DEFINITIONS

Whenever used in this Agreement unless otherwise provided:

A. **PERFORMANCE WEEK** - The term "performance week" shall mean seven (7) consecutive days commencing any day selected by MANAGEMENT and ending not later than the preceding day of the following week or weeks, during which at least one (1) performance is given and during which there shall be one (1) FREE DAY as particularly described in ARTICLES XXVI, XXIX, and XXX.

B. **REHEARSAL WEEK** - The term "rehearsal week" shall mean seven (7) consecutive days commencing on any day selected by MANAGEMENT and ending not later than the preceding day of the following week or weeks, during which no performances are given. A FREE DAY shall be included in each seven (7) consecutive day period for each ARTIST as particularly described in ARTICLES XXVI, XXIX and XXX.

C. **CITY OF ORIGINATION** - The term "city of origination" shall mean the greater metropolitan area of the MANAGEMENT's principal business location.

D. **ARTIST'S DOMICILE** - The term "ARTIST's domicile" shall mean the resident city of the ARTIST's permanent dwelling.

E. **ARTIST'S SERVICES** - The term "ARTIST's Services" shall mean any performances, rehearsals, costume, wig, and make-up calls, photo calls, and any other activity required of ARTIST by MANAGEMENT.

F. **FREE DAY** - The term "Free Day" shall mean a period of time commencing at midnight and ending at 9:00 a.m. the morning of the 2nd day, during which no ARTIST's Services and/or travel shall be required.

G. **STANDARD ARTIST'S CONTRACT** - This term or the terms "Standard Individual Contract" and "Individual ARTIST's Contract" shall mean the individual contract form 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. Minimum chorus size, as found in "Exhibit C" - "Classification of Roles", shall apply to all productions except as maybe otherwise agreed herein. MANAGEMENT and AGMA will jointly decide by a mutually agreeable date the role classification and minimum chorus size for new works.

I. **FINAL ORCHESTRA DRESS REHEARSAL** - The final orchestra dress rehearsal is a final gathering for rehearsal of all theatrical and musical elements for

which no tickets are on sale to the general public. An announcement will be made to the effect that because this is a rehearsal, there may be starting and stopping and some Artists may mark.

ARTICLE XXI - STANDARD ARTIST'S CONTRACTS

A. All contracts and agreements made by MANAGEMENT with ARTISTS engaged under this Agreement shall be subject to applicable laws, shall conform in every respect to all the provisions of this Agreement, and shall be executed on the "Standard ARTIST's Contract" form appended to this Agreement as "Exhibit A", subject to such written additions thereto and written modifications thereof as may be agreeable to ARTIST, AGMA and to MANAGEMENT, but in no event inconsistent with the Agreement or less favorable to such ARTIST.

B. Standard ARTIST's Contracts shall be executed in quadruplicate: the original copy to be retained by MANAGEMENT; the duplicate by ARTIST; and the triplicate to be filed with AGMA Health and Retirement Fund, 1841 Broadway, New York, New York 10023; and quadruplicate to be filed with AGMA at least six (6) weeks prior to ARTIST's first performance or five (5) days after ARTIST's contract is executed, whichever is later. AGMA's copy of all Standard ARTIST's Contracts shall be kept confidential and made available only (1) to the Executive Director, or other officer having equivalent position with AGMA and (2) when a dispute arises under the contract.

C. Failure of MANAGEMENT to file copies of AGMA contracts with AGMA shall constitute a breach of contract by MANAGEMENT. In such a breach, ARTIST may at any time, AGMA consenting, terminate the same without notice, and MANAGEMENT agrees to pay forthwith to ARTIST, as damages for such breach in full, for all services rendered by ARTIST to MANAGEMENT, plus any other amounts then owing, not already paid, the total of which being a sum equal to the total amount contracted for in ARTIST's contract for all single performances or weeks of engagement, as the case may be. In no case shall any offsets be allowed to MANAGEMENT for the earnings of ARTIST in a new or subsequent engagement.

D. No ARTIST is permitted to take part in any performance or rehearsal, without first signing a Standard ARTIST's Contract. Individual contracts shall specify the Opera and roles for which the ARTIST is engaged, the role (if any) which s/he is covering, 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 MANAGEMENT shall deliver AGMA's copy of any executed Standard 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 any rider, addition or modification to the aforesaid

contract.

F. MANAGEMENT shall notify ARTIST that by signing the attached Standard ARTIST's Contract ("Exhibit A") s/he is authorizing deductions, if any from his/her compensation by MANAGEMENT on behalf of and at the direction of AGMA. If ARTIST refuses to authorize deductions, if any, by MANAGEMENT on behalf of and at the direction of AGMA, ARTIST may strike paragraph "3" from the Standard ARTIST's Contract, in which case MANAGEMENT bears no responsibility for any amounts due and owing AGMA by ARTIST. This in no way shall affect ARTIST's obligation, if any, to AGMA. If, however, ARTIST authorizes such deductions, if any, AGMA agrees to defend MANAGEMENT against any action taken or claim against MANAGEMENT by ARTIST as a result of deductions by MANAGEMENT at the direction of and on behalf of AGMA as if such action were asserted directly against AGMA and AGMA will pay any award or judgment resulting there from.

G. MANAGEMENT shall notify ARTIST that by signing the attached Standard ARTIST's Contract (" Exhibit A") s/he is agreeing to become or to remain a member of AGMA. If applicable state law prohibits required membership in a labor organization as a condition of employment, subparagraphs "2" and "3" of Paragraph "6" do not apply and ARTIST may strike subparagraph "2" and "3" of Paragraph "6" from the Standard ARTIST's Contract, and the contract shall be considered a "non-AGMA" or "letter" contract.

H. ARTIST shall present him/herself promptly for rehearsals and performances in a proper condition to fulfill his/her professional responsibilities.

1. If ARTIST fails to appear on the first date of a contracted engagement, other than for reasons beyond ARTIST's control, without receiving MANAGEMENT's permission, ARTIST may be subject to a prorated reduction in pay.

2. Working while intoxicated or under the influence of illegal substances may result in the cancellation of the contract.

3. ARTIST shall respect all reasonable rules and regulations appropriate to the performance of operatic services, including care of costumes and props, the proper use of make-up and dress as instructed by MANAGEMENT, and the use of the physical property of the production and/or theater.

4. ARTIST will wear all costumes, footwear, and wigs as designed and as provided by MANAGEMENT. MANAGEMENT shall ensure that the costumes, footwear, and/or wigs shall not subject the ARTIST to an unsafe situation and shall not unreasonably restrict the ARTIST's ability to perform. Should an ARTIST consider a costume unreasonably immodest, said ARTIST may request a meeting with MANAGEMENT's costume representative to reach a reasonable solution. Unless such requirement is noted on the ARTIST's Standard ARTIST's Contract, no

ARTIST shall be required to appear in the nude.

I. MANAGEMENT will issue Standard Artist's Contracts for small roles within two (2) weeks of final agreement on all terms and conditions of engagement for said role.

ARTICLE XXII - ASSIGNMENT OF ARTIST'S CONTRACT

No executed Standard ARTIST's Contract may be assigned or transferred unless the written consent of ARTIST concerned, MANAGEMENT, and AGMA shall have been endorsed on the face of the contract or on the transfer of assignment thereof.

ARTICLE XXIII - CHANGE OF APPEARANCE NOTIFICATION

MANAGEMENT may request appropriate appearance (such as the absence of facial hair) if notification is given at least six (6) weeks prior to the first rehearsal. ARTIST must advise MANAGEMENT at least six (6) weeks in advance of the first rehearsal of any severe change in ARTIST's physical appearance, such as loss or gain of weight, since the signing of the Standard ARTIST's Contract.

ARTICLE XXIV - ADVANCE NOTIFICATION TO ARTISTS

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

ARTICLE XXV - ADVANCE NOTIFICATION TO AGMA OF AUDITIONS

MANAGEMENT will give AGMA at least thirty (30) days advance notification of open auditions for SOLO SINGERS, if MANAGEMENT undertakes open auditions, and where appointments, may be made.

ARTICLE XXVI - MINIMUM PERFORMANCE AND REHEARSAL COMPENSATION AND PROVISIONS - PRINCIPAL ARTISTS

A. PERFORMANCE COMPENSATION

The minimum compensation of performing PRINCIPAL ARTISTS engaged

hereunder on a per performance or weekly basis shall be based upon the Classification of Roles as agreed by MANAGEMENT and AGMA, which Classification is attached hereto as "Exhibit C", and shall be at no less than the following minimum compensation:

1. Per Performance

	As of 8/1/01	As of 8/1/02	As of 8/1/03
Lead Roles	\$1,020.00	\$1,040.40	\$1,071.60
Feat Roles	\$1,020.00	\$1,040.40	\$1,071.60
Supp Roles	\$816.00	\$832.25	\$857.25
Solo Bit	\$441.65	\$450.50	\$464.00
Solo Dancer	\$816.00	\$832.25	\$857.25

2. Weekly Performance

a. The minimum compensation for weekly engagements provided in the Standard ARTIST's Contracts between any PRINCIPAL ARTIST and MANAGEMENT shall be governed by the majority of the roles for which the PRINCIPAL ARTIST is engaged, as set forth in the Standard ARTIST's Contract between the PRINCIPAL ARTIST and MANAGEMENT.

b. Where the majority of the roles for which a PRINCIPAL ARTIST is engaged is "leading roles", the minimum compensation which s/he shall receive shall be the minimum set forth herein for leading singers, irrespective of the roles actually sung by the PRINCIPAL ARTIST in any week or weeks.

c. In the case of engagement on a weekly basis where the Standard ARTIST's Contract between the PRINCIPAL ARTIST and MANAGEMENT provides for compensation to the PRINCIPAL ARTIST in a lesser amount than the amount set forth in this Agreement as the minimum compensation for leading singers and the majority of the roles sung by such PRINCIPAL ARTIST in any week are leading roles (according to the classification mentioned above), then for such week the PRINCIPAL ARTIST shall receive the minimum compensation for leading singers as set forth in this Agreement in lieu of the compensation provided for in his/her Standard ARTIST's Contract. Leading and featured roles shall be deemed leading roles for purposes of this Article.

d. The minimum compensation of performing PRINCIPAL ARTISTS engaged on a weekly basis shall be as follows:

Leading Roles	\$1,170.00	\$1,193.35	\$1,229.00	3
Featured Roles	\$1,170.00	\$1,193.35	\$1,229.00	4
Supporting Roles	\$974.00	\$993.60	\$1,023.40	6
Solo Bit	\$706.90	\$721.00	\$742.65	6
Solo Dancer	\$974.00	\$993.60	\$1,023.40	6

e. MANAGEMENT may engage a non-resident ARTIST under the weekly performance rates of this Master Agreement, if it guarantees ARTIST at least two (2) weeks of consecutive engagement at the minimum performance salary, as listed in Article XXVI.2.d above.

B. REHEARSAL WEEK COMPENSATION Performing PRINCIPAL ARTISTS engaged upon a weekly basis to rehearse shall be compensated as follows:

	As of 8/1/01	As of 8/1/02	As of 8/1/03
RATES PER WEEK	\$850.00	\$888.00	\$932.50

C. COVERS

1. If an ARTIST is engaged solely as a COVER, the ARTIST will be paid no less than fifty percent (50%) of the minimum per performance compensation for each performance covered. If the ARTIST performs the role, the ARTIST shall be paid no less than the balance of the minimum compensation due for that performance.

2. If a performing PRINCIPAL ARTIST is engaged as a COVER and is also engaged to perform a performing PRINCIPAL ARTIST role in the same production, the ARTIST shall receive no less than the minimum per performance rate for the role performed plus fifty percent (50%) of the minimum performance rate for the role covered. If the ARTIST performs the covered role, the ARTIST shall receive the balance of the minimum compensation for that role and performance.

3. In the event a PRINCIPAL ARTIST is hired as a Rehearsal Cover, he/she must be placed on a weekly contract with a two-week minimum.

4. All other terms and conditions of this Agreement shall apply to COVERS.

D. PER DIEM

1. Per diem payments for all ARTISTS noted above shall be made when ARTIST is working for MANAGEMENT beyond a fifty-five (55) mile radius of ARTIST's domicile.

	As of 8/1/01	As of 8/1/02	As of 8/1/03
PER DIEM			
Up to 4 wks	\$94.75	\$96.75	\$99.50
4 or more wks	\$79.50	\$81.00	\$83.50

2. When MANAGEMENT provides (or is prepared to provide) suitable lodging, MANAGEMENT may satisfy the per diem requirement herein by the payment of an amount equal to the daily meal allowance provided for in Article XIX.A. hereof.

3. This per diem or meal allowance is in addition to any rehearsal compensation to which ARTIST is entitled.

E. REHEARSAL PROVISIONS

1. Rehearsals during Performance Weeks for Performing PRINCIPAL ARTISTS engaged on a Weekly Basis

MANAGEMENT shall be entitled to not more than four (4) hours of uncompensated rehearsal during any performance week. All hours of rehearsal scheduled in excess of the four (4) hours permitted above shall be paid at the overtime rate indicated in Article XXVI.F.5. below.

2. Rehearsals for Performing PRINCIPAL ARTISTS Engaged on a Per Performance Basis

Performing PRINCIPAL ARTISTS engaged by MANAGEMENT on a per performance basis may be required to rehearse without compensation not more than three (3) hours prior to each specific single performance of an opera production for which s/he is engaged. In no event may a PRINCIPAL ARTIST rehearse more than a total of six (6) uncompensated hours per opera production. All additional hours of rehearsal shall be paid at the overtime rate indicated in Article XXVI.F.5. below.

3. Rehearsals for Performing PRINCIPAL ARTISTS during Rehearsal Weeks Performing PRINCIPAL ARTISTS may rehearse no more than thirty (30) hours per week nor more than six (6) hours per day during a six rehearsal week. If the weekly or daily hourly limitations for rehearsal are exceeded, excess hours shall be paid at the overtime rate indicated in Article XXVI.F.5. below.

4. General Rehearsal Provisions

a. No rehearsal shall end later than 11:30 P.M. except dress rehearsals, which may last until 12:30 A.M.

b. MANAGEMENT will provide each performing PRINCIPAL ARTIST with one FREE DAY per week, regardless of the number of contracts for which such ARTIST is employed. By Friday of any given rehearsal week, MANAGEMENT shall post a notice of the designated FREE DAY of each ARTIST for the next week.

c. PRINCIPAL ARTISTS singing Leading and Featured roles shall not be called for any rehearsal on a performance day, except in emergency cases or unless otherwise requested by PRINCIPAL ARTIST.

d. No rehearsal or performance shall be scheduled sooner than twelve (12) hours following the end of the preceding evening's rehearsal or performance, except in emergency cases or unless otherwise requested by PRINCIPAL ARTIST. When the preceding rehearsal or performance requires make-up, the twelve (12) hour period shall commence one-half (1/2) hour after dismissal from the stage.

e. No rehearsal shall be scheduled before 10:00 A.M.

f. The call for a dress rehearsal shall start one-half (1/2) hour prior to the call to report on-stage and shall be included in computing the total hours of rehearsal permitted herein. In addition, one half (1/2) hour following dismissal from the stage for the removal of costumes and make-up shall be included when computing (calculating) total hours of rehearsal permitted.

g. No rehearsals shall be scheduled within two (2) hours of any ARTIST's make-up call prior to a dress rehearsal or performance, except in emergency cases, or unless requested by ARTIST.

5. Overtime for PRINCIPALS

a. When overtime is indicated, no less than the following rate per hour shall be applied:

	As of 8/1/01	As of 8/1/02	As of 8/1/03
Overtime Rate	\$31.20	\$32.60	\$34.25

b. Such overtime compensation shall be computed in quarter (1/4) hour

segments.

F. **FREE DAY** - The term "Free Day" shall mean a period of time commencing at midnight and ending at 9:00 a.m. the morning of the 2nd day, during which no ARTIST's Services and/or travel shall be required. Regardless of the number of contracts for which a performing PRINCIPAL ARTIST is engaged, each performing PRINCIPAL ARTIST shall receive one (1) Free Day within each rehearsal and performance week, and s/he shall not be required to render any ARTIST's Services and/or travel for more than a total of ten (10) consecutive days without a Free Day, in which case the eleventh (11th) day must be a Free Day. However, should a performing PRINCIPAL ARTIST arrive later than the contracted beginning rehearsal date, such performing PRINCIPAL ARTIST may be required to work thirteen (13) consecutive days before a Free Day occurs.

G. **SOLO BIT COMPENSATION** SOLO BIT compensation will apply to any ARTIST singing a CHORUS BIT who is not performing in the chorus.

H. **VILAR YOUNG ARTIST COMPENSATION**

All Vilar Young Artist Program artists who perform in mainstage productions of The Washington Opera subscription season will be issued a Standard Artist's Contract and will receive not less than the compensation provided for ARTISTS hereunder. Compensation paid hereunder to Vilar Young Artist Program artists may not be credited against the stipend they receive as participants in the Vilar Young Artists Program.

ARTICLE XXVII - PRINCIPAL ARTIST'S REST PERIOD

All PRINCIPAL ARTISTS shall be allowed an uninterrupted rest period of not less than ten (10) minutes for every ninety (90) minutes of staging or music rehearsal. Rest periods need not be at the same time for all soloists.

ARTICLE XXVIII - EXTRA PERFORMANCES AND SERVICES

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

B. Any ARTIST who performs the services of Performing PRINCIPAL ARTIST and STAGE DIRECTOR in the same opera production shall be paid two

(2) distinct fees for such engagement.

C. Any DANCER who performs the services of a CHOREOGRAPHER in addition to that of a SOLO DANCER, shall be paid both fees, either at weekly rate or the single performance rate, as the case may be

**ARTICLE XXIX - STAGE DIRECTORS, STAGE MANAGERS,
CHOREOGRAPHERS, AND THEIR ASSISTANTS**

A. STAGE DIRECTORS

1. The minimum compensation of STAGE DIRECTORS shall be on a weekly basis, as follows:

PER WEEK	As of 8/1/01	As of 8/1/02	As of 8/1/03
Stage Directors	\$1,430.00	\$1,487.20	\$1,546.70

2. Per Diem payments shall be made in accordance with Article XXIX B.3. below.

3. Should the STAGE DIRECTOR be required to rehearse alternate casts, provisions shall be made in the Individual Standard ARTIST's Contract.

4. STAGE DIRECTORS shall be prepared to rehearse in accordance with the parameters set forth in the Standard ARTIST's Contract, provided said Contract has been signed by ARTIST or his/her agent prior to commencement of rehearsals.

5. In recognition of the unique nature of the position, STAGE DIRECTORS are not subject to the rehearsal limitations or the overtime provisions contained elsewhere in this Agreement. However, MANAGEMENT shall assign only reasonable and industry-accepted hours and responsibilities. Nothing in this Article shall abrogate the rights of the STAGE DIRECTORS with regard to other provisions of this Agreement including but not limited to Arbitration, Force Majeure, Health Insurance, and the like. To receive such health insurance benefits, STAGE DIRECTOR must be principally involved in the staging of the production, but need not be present for all performances to be credited for each performance, as set forth in Article XVII of this Agreement.

B. PRODUCTION STAFF

1. "PRODUCTION STAFF" is defined as STAGE MANAGERS, ASSISTANT STAGE MANAGERS AND ASSISTANT DIRECTORS.

2. WAGES

a. The minimum compensation for STAGE MANAGERS AND ASSISTANT STAGE DIRECTORS shall be on a weekly basis, as follows:

	8/1/01	8/1/02	8/1/03
Level 1	\$950.00	\$988.00	\$1,027.50
Level 2	\$1,058.75	\$1,101.00	\$1,145.00

b. The weekly compensation for ASSISTANT STAGE MANAGERS shall be on a weekly basis, as follows:

	8/1/01	8/1/02	8/1/03
Level 1	\$754.50	\$784.75	\$816.00
Level 2	\$851.75	\$885.85	\$921.25

Level 2 rates shall apply to any PRODUCTION STAFF member who has worked three or more productions per season in any two seasons; or at least two productions per season in any three seasons; or in any case, no later than the beginning of the 5th season.

3. PER DIEM

Per Diem payments shall be made when ARTIST is working for MANAGEMENT beyond a fifty-five (55) mile radius of ARTIST's domicile.

	As of 8/1/01	As of 8/1/02	As of 8/1/03
PER DIEM			
Up to 4 wks	\$94.75	\$96.75	\$99.50
4 or more wks	\$79.50	\$81.00	\$83.50

a. Stage Managers Per Diem payments shall be made in accordance with this article.

b. ASSISTANT STAGE MANAGERS and ASSISTANT DIRECTORS Per Diem payments shall be in accordance with this article. However, Per Diem payments are not required if the individual is contracted for seventy-five percent (75%) or more of a season but in no case for less than eight (8) weeks.

4. HEALTH COVERAGE

PRODUCTION STAFF shall receive health insurance benefits as set forth in ARTICLE XVI of this Agreement.

5. RE-EMPLOYMENT

a. MANAGEMENT will give first consideration to STAGE MANAGERS and ASSISTANT STAGE MANAGERS who are contracted for three or more productions in the current season and who are available for the period required.

b. MANAGEMENT will give first consideration to ASSISTANT DIRECTORS who are contracted for two or more productions in the current season and who are available for the period required.

c. In making the re-employment decision, MANAGEMENT may also consider the individual's capability of performing the functions of the position and qualifications with respect to their skills and previous evaluation records.

d. MANAGEMENT shall use best efforts to notify PRODUCTION STAFF not later than four (4) weeks prior to the end of each season if they are to be offered engagement for next season.

e. MANAGEMENT shall engage an Assistant Director on each production through closing night of such production.

6. PREPARATION TIME PRODUCTION STAFF shall be engaged for not less than one (1) week (six working days and one Free Day), compensated at the applicable rate, prior to the first scheduled PRINCIPAL ARTIST rehearsal or CHORUS staging rehearsal, whichever comes first. If MANAGEMENT wishes to reduce preparation time to less than one (1) week, it may only be done upon mutual agreement between MANAGEMENT, the ARTIST and AGMA.

7. FREE DAY The term "FREE DAY" shall mean a period of time commencing at midnight and ending at 9:00 a. m. the morning of the 2nd day, during which no ARTIST'S Services and/or travel shall be required. Regardless of the number of contracts for which ARTIST is engaged, s/he shall not be required to render any ARTIST'S services and /or travel for more than a total of ten (10) consecutive days without a FREE DAY. The eleventh consecutive day must be a FREE DAY for PRODUCTION STAFF. If any PRODUCTION STAFF member is required to work eleven or more consecutive days, the eleventh day and each consecutive day until the next Free Day shall be compensated at 1/6 of the weekly salary in addition to the regular salary.

8. OVERTIME

a. After 60 hours of work in any week or 10 hours of work in any day, PRODUCTION STAFF shall be compensated at the PRINCIPAL overtime rate, to be calculated in quarter hour increments:

	As of 8/1/01	As of 8/1/02	As of 8/1/03
Principal Overtime Rate	\$31.20	\$32.60	\$34.25

b. In recognition of the unique nature of the positions, STAGE MANAGERS are not subject to the rehearsal limitations or the overtime provisions contained elsewhere in this Agreement, except for those specified in Article XXIX.B.8.a. above. However, MANAGEMENT shall assign only reasonable and industry-accepted hours and responsibilities. Nothing in this Article shall abrogate the rights of the STAGE MANAGERS with regard to the other provisions of the Agreement including but not limited to Arbitration, Force Majeure, and the like.

c. Actual lunch and dinner breaks are not included in the 60 hour week/10 hour day described above. Lunch and dinner breaks shall be a minimum of one (1) hour uninterrupted duration. In the event less than one (1) hour meal breaks are given, MANAGEMENT will provide a meal and beverage of nutritional value. In the event less than a 30 minute meal break is given, MANAGEMENT, in addition to providing the meal, will pay each PRODUCTION STAFF member \$10.00 per violation.

9. EMERGENCY PERFORMANCES

No PRODUCTION STAFF member shall be required to perform as a singer or supernumerary, except in cases of emergency, in which case s/he shall be paid the minimum performance fee of the performer he is replacing for each such performance in addition to his own weekly compensation.

10. PARKING ALLOWANCE

All fees incurred for parking for rehearsals or performances outside of the "House Facility" shall be fully reimbursed. In the event PRODUCTION STAFF is required to leave the "House Facility for company business and return to the "House Facility", the additional parking fees will be reimbursed

C. CHOREOGRAPHERS, ASSISTANT CHOREOGRAPHERS, and BALLET MISTRESS/MASTER

1. The minimum compensation of CHOREOGRAPHERS shall be on a weekly basis, as follows:

	As of 8/1/01	As of 8/1/02	As of 8/1/03
PER WEEK	\$993.20	\$1,033.00	\$1,074.25

2. The minimum compensation of ASSISTANT CHOREOGRAPHERS shall be on a weekly basis, as follows:

	As of 8/1/01	As of 8/1/02	As of 8/1/03
PER WEEK	716.50	745.25	775.00

3. The minimum compensation of BALLET MISTRESS/MASTER shall be on a weekly basis, as follows:

	As of 8/1/01	As of 8/1/02	As of 8/1/03
PER WEEK	\$676.00	\$703.00	\$731.15

4. Per Diem payments shall be made in accordance with Article XXIX.B.3. above.

5. CHOREOGRAPHERS shall be prepared to rehearse in accordance with the parameters set forth in the Standard ARTIST's Contract, provided said Contract has been signed by the ARTIST or his/her agent prior to commencement of rehearsals.

6. During each week CHOREOGRAPHER shall receive one (1) Free Day during which there shall be no rehearsals or performances whatsoever.

7. In recognition of the unique nature of the position, CHOREOGRAPHERS are not subject to the rehearsal limitations or the overtime provisions contained elsewhere in this Agreement. However, MANAGEMENT shall assign only reasonable and industry-accepted hours and responsibilities. Nothing in this Article shall abrogate the rights of the CHOREOGRAPHERS with regard to other provisions of this Agreement including but not limited to Arbitration, Force Majeure, Health Insurance, and the like. To receive such health insurance benefits, CHOREOGRAPHER must be principally involved in the choreography of the production, but need not be present for all performances in order to be credited for each performance, as set forth in Article XVI of this Agreement.

8. HEALTH COVERAGE

a. CHOREOGRAPHERS will receive health insurance benefits as set forth in ARTICLE XVI of this Agreement with the exception of ARTICLE XXIX C. 7 above.

b. ASSISTANT CHOREOGRAPHERS and BALLET MISTRESS/MASTER will receive health insurance benefits as set forth in Article XVI of this Agreement.

D. MEDIA FEE

a. For all filming, broadcasting, taping and recording for US/Canada release, STAGE MANAGERS, DIRECTORS, ASSISTANT DIRECTORS and CHOREOGRAPHERS shall receive no less than the compensation of PRINCIPAL PERFORMING ARTISTS. ASSISTANT STAGE MANAGERS shall receive no less than the compensation of CHORISTERS.

b. MANAGEMENT will make also make payments as required to AGMA Health Plan B for STAGE MANAGERS, ASSISTANT STAGE MANAGERS, DIRECTORS, ASSISTANT DIRECTORS, and CHOREOGRAPHERS.

c. Additional compensation for foreign sale or distribution or for supplemental market release shall be no less for STAGE MANAGERS, DIRECTORS, ASSISTANT DIRECTORS, CHOREOGRAPHERS AND ASSISTANT STAGE MANAGERS than the minimum compensation for PRINCIPAL PERFORMING ARTISTS and CHORISTERS, respectively.

ARTICLE XXX - CHORISTERS AND CORPS DANCERS

A. COMPENSATION

1. The minimum rates of pay for all CHORISTERS and CORPS DANCERS except as modified herein shall be as follows:

CHORISTERS	As of 8/1/01	As of 8/1/02	As of 8/1/03
Rehearsal Rates			
GI	\$19.50	\$20.50	\$21.50
GII	\$27.00	\$28.00	\$29.00
Performance Rates			
GI	\$139.25	\$145.00	\$156.35
GII	\$196.00	\$204.00	\$220.00

GII	\$196.00	\$204.00	\$220.00
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2. The minimum rates of pay for all Dance Captains shall be as follows:

Rehearsal Rates: Dance Captain rehearsal rates shall be the same as CORPS DANCER rehearsal rates.

Performance Rates: Dance Captain performance rates shall be 1.25 times the CORPS DANCER performance rates, i.e.:

DANCE CAPTAIN RATES	As of 8/1/01	As of 8/1/02	As of 8/1/03
GI	\$174.05	\$181.25	\$195.45
GII	\$245.00	\$255.00	\$275.00

B. DEFINITIONS AND GENERAL PROVISIONS

1. There will be two classifications of CHORISTERS and CORPS DANCERS:

Group I - A CHORISTER or CORPS DANCER who is performing in a fully staged opera production for the first time under an AGMA contract.

Group II - A CHORISTER or CORPS DANCER who is returning for any subsequent season, who has appeared in any other performance produced by The Washington Opera, or who has performed under an AGMA contract with any other company. A reference to seasons in this contract shall be on an annual basis (e.g. 2001-02 season, 2002-03 season, 2003-04 season).

2. A CHORISTER is required to perform singing, acting and movement duties. The singing duties are indicated in the score. The acting and movement duties are the artistic prerogative of the STAGE DIRECTOR, movement coach, fight master or CHOREOGRAPHER assembled to create the physical production.

3. The CHORISTER is expected, to the best of the CHORISTER'S ability, to learn the movement required by the artistic team. It may be necessary for the artistic team to familiarize themselves with those CHORISTERS who are best able to carry out specific requirements (i.e. acting ability, strength, movement abilities, ability to stand perfectly still, ability to march, ballroom dance ability etc.) by having the CHORISTERS demonstrate those abilities during a paid rehearsal. This should

not be interpreted as an audition since the CHORISTER is already contracted.

4. a. Only an individual hired as a SOLO DANCER or CORPS DANCER may be called upon to perform specialized dance choreography, feats requiring specific training (e.g. lifts), or choreographed movement to which the ARTIST brings professional movement training, expertise and experience. MANAGEMENT agrees to engage professional SOLO DANCERS and CORPS DANCERS in accordance with the terms and conditions set forth herein when repertory selection and/or artistic prerogative dictates the use of professional SOLO DANCERS or CORPS DANCERS. In no case shall supernumeraries or CHORISTERS be engaged to dance in place of trained professional SOLO DANCERS or CORPS DANCERS for any production.

b. All CORPS DANCERS employed on a production will be considered local hires regardless of the location of the ARTIST's domicile.

c. MANAGEMENT shall guarantee a minimum of twelve (12) dance positions per season (e.g. 2001-2002 season, 2002-2003 season, 2003-2004 season).

5. In a chorus scene, fifty percent or more of the chorus may perform basic dance (e.g. ballroom, folk, square, minuet) that requires three (3) hours or less to set, when necessary for artistic reasons. If less than 50% of the chorus performs basic dance, or if more than three hours of rehearsal is required, the CHORISTERS shall be compensated at 1.5 times the applicable performance rate.

C. JOB SECURITY

At least 90% of the chorus/dance positions available on a per opera and seasonal cumulative basis shall be offered to CHORISTERS/CORPS DANCERS who have performed for MANAGEMENT under an AGMA contract during prior seasons. The 90% applies to those who have auditioned and are available. If there are insufficient numbers of CHORISTERS/CORPS DANCERS to satisfy this condition, AGMA shall be advised in writing and MANAGEMENT may then offer employment to less than 90%. MANAGEMENT warrants and covenants that they will not, under any circumstances, ever refuse to hire CHORISTERS or CORPS DANCERS from the Group II level for economic reasons. This paragraph does not limit MANAGEMENT'S artistic prerogative. This paragraph shall not override ARTICLE XXX. D - USE OF NON-PROFESSIONAL CHORISTERS AND CORPS DANCERS.

D. USE OF NON-PROFESSIONAL CHORISTERS AND CORPS DANCERS

Non-professional CHORISTERS or CORPS DANCERS (non-AGMA members) may be used in a production provided 60 AGMA CHORISTERS or in the case of dancers, 60 AGMA CORPS DANCERS shall be engaged in that production.

E. DANCE COMPANY WAIVER

MANAGEMENT may submit a letter to AGMA requesting a waiver hereunder, which waiver shall not be unreasonably withheld by AGMA, thereby permitting MANAGEMENT to hire a pre-formed dance company if there is a bona fide artistic need.

F. CHORUS AND MUTE BIT ROLES

CHORUS BIT and MUTE BIT roles shall be paid at the following rates on a per performance basis, in addition to the regular chorus performance fees:

CHORUS and MUTE BIT	As of 8/1/01	As of 8/1/02	As of 8/1/03
PER PERFORMANCE	\$35.00	\$40.00	\$45.00

G. DUAL ROLES

1. If someone is hired to be a member of the chorus and performs a solo bit or role, they shall be paid the rate for the solo bit or role and 100% of the then-current chorus performance rate for each performance in which they appear in a dual capacity.

2. When a CHORISTER is cast in two (2) or more CHORUS BITS in the same performance, s/he will be paid at the applicable rate for each CHORUS BIT. CHORUS BITS will normally be assigned to CHORISTERS performing in the opera. If a CHORUS BIT is not assigned to be a member of the chorus performing in the opera, said CHORUS BIT(S) shall be paid at the SOLO BIT rate.

H. REHEARSAL WEEK/FREE DAY

A rehearsal week shall consist of seven consecutive days beginning on Monday and ending on Sunday evening. A Free Day must be included within each rehearsal week. Overtime will be paid after seven consecutive days of rehearsal. It is understood that the REHEARSAL WEEK/FREE DAY clause refers to each individual contract.

I. REHEARSAL RESTRICTIONS FOR CHORISTERS AND CORPS DANCERS

1. MANAGEMENT may not schedule any rehearsals during any of the following periods:

- a) Prior to 10:00 a.m.;

b) Prior to 7 p.m. Monday through Friday, exclusive of half-hour calls. This does not apply to daytime rehearsals announced in the audition schedule;

c) On a Free Day;

d) On a two (2) performance day;

e) Two (2) hours prior to a performance or during a performance. During a performance, when an emergency substitution is necessary, CHORISTER/CORPS DANCER may be called to the stage to review necessary changes as long as this does not interfere with the guaranteed half-hour to dress. This review period may not exceed fifteen minutes;

f) During the twelve (12) hour interval between the end of a rehearsal and/or a performance and the next day's call for a rehearsal;

2. If MANAGEMENT schedules a rehearsal in a restricted time, overtime rates shall be paid. However no CHORISTER or CORPS DANCER may be required to attend a rehearsal scheduled during a restricted period; and

3. MANAGEMENT shall exercise its best efforts not to schedule Thursday evening music rehearsals.

J. OVERTIME

1. Overtime shall be paid at 1.5 times regular rehearsal rates. Overtime shall be defined as rehearsals in excess of six (6) hours a day or thirty (30) hours per week, or after 11:30 p.m. with no conditions (each overtime hour shall only be paid once).

2. All weekday rehearsals prior to 7 p.m., exclusive of half-hour calls, shall be compensated at the overtime rate.

3. When the overtime is scheduled, CHORISTERS and CORPS DANCERS shall exercise their best efforts to be available for overtime and MANAGEMENT shall attempt to give as much notice as possible for the scheduling of overtime. Overtime shall be paid in the appropriate increments as described below under "Minimum Call."

K. REST PERIOD

1. CHORISTERS/CORPS DANCERS shall be entitled to rest period(s) of ten (10) minutes for each hour CHORISTER/CORPS DANCER is required to rehearse. No rest period shall be of less than (10) minutes duration.

2. In music rehearsals, there shall be a ten (10) minute rest period at the conclusion of each fifty (50) minutes of rehearsal.

3. During staging/blocking rehearsals, which are not on stage, rest periods shall be as follows:

a) CHORISTER/CORPS DANCER shall in no case be required to rehearse longer than ninety (90) consecutive minutes without a rest period of at least fifteen (15) minutes.

b) There shall be at least two (2) rest periods during each staging rehearsal, one of which may be in the form of early dismissal.

4. In rehearsals on stage, rest periods shall be coordinated with other rehearsal requirements.

L. MINIMUM CALL

Rehearsal time for CHORISTER/CORPS DANCER may be compensated in one-half (1/2) hour segments following the minimum call. The minimum call for any rehearsal shall be three (3) hours. In rehearsals with orchestra, time may be compensated in fifteen (15) minute segments following the applicable minimum call.

M. LATENESS

Lateness to rehearsals shall be calculated in 1/4 hour increments, and compensation will be adjusted accordingly.

N. SCHEDULES AND AUDITIONS

1. MANAGEMENT shall provide AGMA with written notice of Chorus and Dancer Auditions thirty (30) days prior to the commencement of auditions.

2. a) Audition notices for CORPS DANCERS shall describe the dance requirements, genre and special skills with specificity.

b) The audition notice shall include a tentative rehearsal schedule.

c) MANAGEMENT will endeavor to schedule dance rehearsals not sooner than 30 days after the conclusion of CORPS DANCER auditions.

d) MANAGEMENT shall hold separate auditions for AGMA dancers prior to any auditions for dancers who are not members of AGMA, provided that these auditions may be held on the same day.

e) MANAGEMENT will provide dancers with a reasonable dressing area for all auditions and rehearsals.

3. A Chorus and Dancer information sheet, developed jointly by

MANAGEMENT and AGMA, shall be made available as a handout at auditions. The information sheet shall contain the Group I and Group II rates and descriptions, and shall notify auditioners that wages, terms and conditions of employment are governed by a collective bargaining agreement between The Washington Opera and the American Guild of Musical Artists. It shall also provide the name and number of the AGMA Area Representative.

4. An "audition" schedule of rehearsals for each opera, including first musical rehearsal, first staging rehearsal and performances shall be distributed at Chorus and Dancer Auditions. At this time CHORISTER/CORPS DANCER will indicate any conflicts.

5. A "contract schedule" for each opera, including tentative dates and beginning times, shall be distributed to each CHORISTER and CORPS DANCER along with the contract offering them employment. This schedule will clearly state that it is a tentative schedule and is subject to change. If at this time the CHORISTER or CORPS DANCER has any conflicts other than those indicated on the original audition form, s/he should notify MANAGEMENT before signing the contract.

6. A schedule of rehearsals and performances, including preliminary dates and tentative beginning and ending times, will be provided to all CHORISTERS and CORPS DANCERS at least 30 days prior to the first rehearsal scheduled for a production. CHORISTERS and CORPS DANCERS will be excused from any change in or service added to such 30-day schedule if they have a conflict with other professional employment.

MANAGEMENT also agrees to compensate the CHORISTER/CORPS DANCER at no less than 90% of the rehearsal hours on the "contract schedule". Hours are calculated by the number of rehearsals indicated (e.g., sectional, tutti) on the "contract schedule" times the three (3) hour minimum per rehearsal. The 90% guarantee will be reduced by all absences and latenesses.

8. MANAGEMENT agrees to make every reasonable and appropriate effort to schedule sufficient rehearsal time to prepare the CHORUS and CORPS DE BALLET.

0. CHANGE OF SCHEDULE

In the event of circumstances beyond the control of MANAGEMENT which affect the carrying out of a rehearsal listed in the aforesaid 30-day schedule, changes may be made provided:

- a) CHORISTER/CORPS DANCER is personally notified not later than 12 noon on the day of the change with a minimum notice of four (4) hours; and
- b) That any such change in time, day or place does not conflict with any

bona fide engagement of CHORISTER/CORPS DANCER.

P. HOLIDAY

1. No rehearsal or performance shall take place after 6 p.m. on December 24th or before 6 p.m. on December 25th.

2. When a member of the CHORUS or CORPS DE BALLET observes religious holidays, such holidays shall be deemed to be personal engagements and said CHORISTER or CORPS DANCER shall notify MANAGEMENT of these engagements at the time of audition.

3. MANAGEMENT shall provide a calendar showing the dates for the Eve of Rosh Hashanah, Rosh Hashanah, the Eve of Yom Kippur, Yom Kippur, and Easter for the upcoming season at the time of auditions.

Q. REQUESTS FOR RELEASE

AGMA and each of the CHORISTERS and CORPS DANCERS recognize that attendance during rehearsals is essential to the proper functioning of The Washington Opera and accordingly agree to make every reasonable and appropriate effort to avoid absenteeism.

Any CHORISTER or CORPS DANCER who finds it necessary to request a release from a previously scheduled rehearsal shall submit the request in writing to MANAGEMENT no less than two (2) weeks in advance, whenever possible. MANAGEMENT, within 72 hours, shall respond in writing. Requests relating to obligations to full-time employment and for serious personal need will not be unreasonably denied. CHORISTER or CORPS DANCER, as the case may be, may be asked to submit a letter from the employer stating such obligation.

Except in the case of emergency, releases will not be granted once onstage rehearsals have begun. Emergencies will be dealt with expeditiously.

R. EXCUSED ABSENCE

CHORISTERS will be entitled to one excused absence from rehearsal for professional or personal commitments per contract. Excused absences will not be permitted for the first music rehearsal, the first rehearsal with the Principal Conductor, Sitzprobes, and once on-stage rehearsals have begun. No more than one excused absence per voice part (i.e. soprano, alto, tenor, bass) per day will be permitted. CHORISTER must notify MANAGEMENT in writing of a planned excused absence at least 10 days prior to the absence.

S. COSTUMES/COSTUME FITTINGS

1. Any call for costume fittings, whether in the theater or away from the theater, shall be deemed to be computed as part of any rehearsal coverage, and not less than one (1) hour shall be computed, or whatever length of time is required for such fittings. Should a costume fitting not be contiguous with a rehearsal or performance call, not less than a minimum of two (2) hours may be computed.

2. Per season, each CORPS DANCER will be provided with new tights and trunks with the understanding that they can only be used by the same CORPS DANCER throughout the season.

3. MANAGEMENT shall accord each CORPS DANCER a rehearsal-shoe allowance of \$50 per production engaged, in lieu of providing rehearsal shoes. This allowance will be paid along with the first rehearsal pay for each production. MANAGEMENT agrees to supply CORPS DANCERS with special shoes necessary for all performances. MANAGEMENT shall provide shoes that are satisfactory to each CORPS DANCER. Adequate break-in time of one (1) week for performance shoes shall be allowed. MANAGEMENT will provide performance shoes one (1) week prior to the first performance.

T. COSTUME/DRESSING

Thirty (30) minutes before and thirty (30) minutes following dismissal from rehearsals with costumes and / or make-up shall be included when computing rehearsal time for costume dressing and removal. CHORISTER/CORPS DANCER will be guaranteed one-half (1/2) hour uninterrupted for dressing and makeup before his/her first call for "Places."

U. DRESSING ROOMS

1. MANAGEMENT will provide a room or screened dressing area for CORP DANCER dressing and undressing for each rehearsal not on stage.

2. All dressing rooms will be checked prior to the beginning of each production for cleanliness and working showers.

V. EARLY MAKE-UP CALLS

Early calls for make-up shall be compensated in fifteen (15) minute segments at CHORISTER's/CORPS DANCER's regular rate from the time of the call up to one-half (1/2) hour before curtain time.

W. INDIVIDUAL MAKE-UP

1. Individual make-up shall be provided to each CHORISTER and CORPS DANCER for the season.

2. An additional 30 minutes pay will be provided to compensate CORPS

DANCERS for removal of body make-up below the neckline, above the elbows, or above the knees.

X. WARM-UP

1. Early performance calls for warm-ups shall be compensated in fifteen (15) minute segments at CHORISTER's/CORPS DANCER's regular rehearsal rate from the time of the call up to one-half (1/2) hour before the curtain time. CHORISTERS/CORPS DANCERS shall not be assembled for warm-ups or notes during the half-hour call. One ten (10) minute warm-up may be scheduled during a performances as long as it does not infringe on the guaranteed half hour for uninterrupted dressing/make-up time.

2. Prior to each performance involving CORPS DANCERS, MANAGEMENT will make best efforts to provide a standard rehearsal room, one hour before curtain, as a warm up space. In the event CORPS DANCERS are on at the beginning of the performance, they will be called thirty (30) minutes prior to half-hour dress call and be compensated for the warm-up at the regular hourly rate.

Y. FINAL ORCHESTRA DRESS REHEARSAL PAY

1. CHORISTERS/CORPS DANCERS shall be paid full performance rates for the final orchestra dress rehearsal of each opera. 2. CHORISTERS/CORPS DANCERS agree to remain after the final orchestra dress rehearsal call in order to go over notes, curtain calls and last-minute changes. The first 15 minutes after the call will be gratis, and additional time will be paid at the overtime rate.

Z. REHEARSAL PASSES

Each CHORISTER/CORPS DANCER shall receive, free of charge, two passes to the final orchestra dress rehearsal of operas for which he or she is contracted, provided that rehearsal is not closed.

AA. STANDING LABOR/MANAGEMENT COMMITTEE

In the event that a CHORISTER or CORPS DANCER feels they have a grievance regarding scheduling, absences, or any other problem, relating to this agreement, they may ask, through AGMA, for a meeting of the standing Washington Opera/AGMA committee, or AGMA may request such a meeting. The Committee shall be composed of equal numbers of MANAGEMENT and AGMA representatives. The purpose of this Committee is to attempt to resolve conflicts without resort to the arbitration provisions contained herein, the time limitations of which shall not apply while the committee process is underway. Use of the Committee process is optional. The scope of this Committee, however, does not extend to matters of artistic judgment that are the sole prerogative of

MANAGEMENT.

Toward the end of each season there shall be a meeting between AGMA and The Washington Opera to discuss the past season.

ARTICLE XXXI - CLEANLINESS AND FURNISHING OF COSTUMES AND WIGS - ALL ARTISTS

A. MANAGEMENT agrees to supply each ARTIST with all costumes, wigs, and shoes (except ordinary street shoes) and all special accessories required for his/her performances.

B. Before the beginning of each production MANAGEMENT will check all costumes and wigs to be used by ARTISTS for cleanliness and:

1. Wash all linens, stockings, tights, leotards, shirts, etc. (all washable items). 2. Dry-clean one complete set of each costume. 3. Clean and dress all wigs prior to first use by 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 same ARTIST no more than once before.

D. The responsibility for the care of any costume or accessory while it is being worn by ARTIST shall be upon ARTIST, provided that the terms of this Article have been complied with by MANAGEMENT unless damage is caused by problems with sets, props, or other personnel beyond the control of ARTIST.

E. MANAGEMENT shall clean all garments worn next to the body prior to their use by ARTIST, except if such costume has been used by same ARTIST in the preceding performance of the same opera.

F. Calls for costume fittings, in or out of the theater, shall be counted as rehearsal time for the length of the call, with a minimum of one (1) hour.

ARTICLE XXXII - REHEARSAL, DRESSING ROOM AND PERFORMANCE FACILITIES AND CONDITIONS; HEALTH AND SAFETY

A. All rehearsal and performance venues must meet the standards for cleanliness comfort and safety set forth in this ARTICLE XXXII. All safeguards must be in place at every rehearsal and performance.

B. All rehearsal rooms shall be maintained in a clean and sanitary condition.

C. MANAGEMENT will endeavor to maintain temperature in all rehearsal rooms between 68 and 78 degrees Fahrenheit.

D. Rehearsal room floors must be level, safe, and free from loose nails or splinters.

E. Rehearsal venues will have restrooms that are clean and sanitary.

F. For rehearsals out of the John F. Kennedy Center for the Performing Arts or The Washington Opera Studios, AGMA will be given the opportunity to inspect rehearsal venues, 10 days prior to the distribution of the binding schedule, in order to determine that all conditions set forth in this Article XXXII are met.

G. Beginning with the 2002-2003 season, MANAGEMENT will notify ARTISTS of whether any rehearsals and/or performances will take place outside the House Facility and the location thereof on the contract schedule. In the event of an emergency such that MANAGEMENT is unable to give such notice on the contract schedule, AGMA will be notified immediately upon MANAGEMENT becoming aware of the fact that rehearsals and/or performances will take place outside the House Facility.

H. MANAGEMENT shall provide, in all rehearsal and performance venues, an eating area and a dressing area of sufficient space for performing PRINCIPAL ARTISTS, CHORISTERS and CORPS DANCERS waiting to rehearse and/or perform.

I. MANAGEMENT shall provide, in all rehearsal and performance venues, adequate operational lockers for use by performing PRINCIPAL ARTISTS, PRODUCTION STAFF, CHORISTERS and CORP DANCERS to store their valuables and street clothing during rehearsals and performances, it being understood that MANAGEMENT shall have no obligation to provide locks for such lockers.

J. MANAGEMENT shall provide, in all rehearsal venues, a sufficient number of music stands which shall be available for CHORISTERS' use at all music rehearsals.

K. MANAGEMENT will endeavor to provide reasonable safeguards to protect the life, safety, and property and health of each ARTIST, it being understood that each such ARTIST will abide by reasonable safety rules and policies established by MANAGEMENT.

L. In each theater where ARTIST performs, 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.

M. There shall be no smoke or fog effects utilized, except for those generated by water vapor or dry ice or other harmless technology yet to be developed, the harmlessness of which shall be evidenced to AGMA.

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

O. After each setting of the stage, it shall be checked for loose nails, splinters and firmness of sets. MANAGEMENT agrees to be responsible for such a check and shall instruct the proper persons to eliminate any hazards that may exist.

P. In productions with fight scenes requiring weapons, a qualified fight instructor must be used.

Q. MANAGEMENT will provide reasonable safekeeping of wallets and other valuables while ARTISTS are performing in the theater.

R. No AGMA member shall be asked or required to perform any activity which will endanger their safety or health, or be subjected to physical or verbal abuse. Furthermore, MANAGEMENT will provide reasonable safeguards (guard rails, luminous paint/tape/uniform stairs, etc.) and sanitary work conditions.

S. MANAGEMENT will notify AGMA two (2) weeks prior to using any smoke or fog devices. The Washington Opera assures that all smoke and fog agents and devices used are free of contamination.

T. No dancer shall be required to dance, perform or rehearse staging which is physically damaging because of its occurrence on a concrete, marble or travertine floor or on such floor covered with linoleum. While rehearsing on such floor, dancer may modify the staging or choreography so that it is not physically damaging. dancers may not be required to rehearse full out in excess of six (6) hours a day.

U. In cases of difficult choreography, intricate sets or new stage surfaces, upon request of the Choreographer, Ballet Mistress/Master, or Dance Delegates, MANAGEMENT agrees to schedule up to one (1) compensated hour, at the regular rehearsal rate, for dancers to "walk through" choreography on the set prior to the first on-stage technical rehearsal. Performance shoes will be made available and costumes, if possible.

V. ARTISTS have a right to refuse heavy lifting. XXXIII - MILITARY SERVICE OF ARTIST IF ARTIST is called to report to Military active Service or reserves, ARTIST may cancel his/her contract by giving MANAGEMENT as much notice as the circumstances will permit, and MANAGEMENT agrees to pay ARTIST's transportation to the place of origination of the company, or of the city where ARTIST was engaged, if it is other than the city of origination, and ARTIST shall not be obligated for the payment of the fare of his/her successor.

ARTICLE XXXIV - PROMOTIONAL RECORDING

A. No recording of any kind (audio and/or visual) shall be made of ARTISTS in rehearsal or performance without forty-eight (48) hours specific prior written notification to ARTISTS and AGMA except in the case of a promotional opportunity which could not have been reasonably anticipated in which case notice shall be given as soon as possible. By signing the Standard ARTIST's Contract form, ARTIST shall have given consent to recording activity set forth in this Article.

B. AGMA does not authorize and ARTISTS do not consent to any recording activity other than that set forth in this Article. However, for recording activity which does not fall within the provisions of this Article, MANAGEMENT may request approval from AGMA, and AGMA will consider such request in a timely fashion. AGMA and MANAGEMENT agree that any approved requests nonetheless will require ARTIST's consent.

C. MANAGEMENT may produce, without additional compensation to ARTISTS, one (1) live or one (1) tape delayed local radio broadcast of each production, provided that no one else involved in the performance receives additional compensation.

D. 1. MANAGEMENT may cause or allow to be recorded (audio and/or visual) excerpts of up to thirty (30) minutes of any performance or rehearsal of a production or concert, of which three (3) minutes or less may be aired or allowed to be aired by MANAGEMENT with no additional compensation to ARTISTS, for the sole purpose of promoting the activities of MANAGEMENT provided that no one else involved in the performance or rehearsal receives additional compensation.

2. MANAGEMENT may create a documentary or educational film, video, or radio program for broadcast on the local television or radio which may utilize up to thirty (30) minutes of any performance or rehearsal material, with no additional compensation to ARTISTS, provided that no one else involved in the performance or rehearsal receives additional compensation. For a non-local release or broadcast of such documentary which airs more than three (3) minutes of a rehearsal or performance, MANAGEMENT shall negotiate compensation with AGMA.

E. MANAGEMENT may create recordings (audio and/or visual) of rehearsals or performances for study purposes, without compensation to ARTISTS. Such tapes shall remain at all times in the custody of MANAGEMENT. MANAGEMENT shall not permit duplication of any study tape, nor will it allow any use of a study tape for purposes other than study of staging and review by the Stage Director, Conductor/Music Director, singers, potential co-producers or renting companies, or other parties directly involved in the production, unless otherwise agreed upon by MANAGEMENT and AGMA.

The following disclaimer shall appear on all tapes:

This tape was created for the archival record of the physical production only and no way is intended to represent the creative or artistic talents of the artists involved.

F. Should there be any MANAGEMENT-authorized release, distribution, sale, or any other use made of these "study" tapes, MANAGEMENT agrees to compensate all ARTISTS involved no less than the prevailing applicable minimums.

G. To the extent MANAGEMENT can require or control such credit, AGMA and each ARTIST recorded will receive name credit in the released or distributed material.

H. For purposes of definition, "promotional," "promotion," or "promoting" as used in this Article shall mean any "not-for-profit" activity which may enhance the current or future sales, fundraising, reputation, or recognition of MANAGEMENT or its affiliates and for which activity neither MANAGEMENT nor any of its personnel (including stage hands, orchestra, etc.) nor any of its performing artists hired for the ongoing live stage presentation, receives additional remuneration.

I. AGMA, ARTISTS, and MANAGEMENT shall work together to aggressively identify and eliminate unauthorized or pirated tapes of rehearsal or performances. Further, AGMA and MANAGEMENT shall cooperate to discourage and/or prevent the creation and/or distribution of unauthorized recordings in whatever manner they may deem appropriate.

J. The following language will be inserted in the Standard ARTIST's Contract:

PLEASE TAKE NOTICE:

ARTIST agrees that pursuant to the Collective Bargaining Agreement, MANAGEMENT may create a documentary or educational film, video, or radio program for broadcast on the local television or radio which may utilize up to thirty (30) minutes of any performance or rehearsal material and may create recordings of rehearsals or performances for study purposes. By signing this Standard ARTIST's Contract, ARTIST consents to the airing of one (1) live or tape-delayed local radio broadcast of a production, and up to three (3) minutes of a production's rehearsal or performance, for purpose of promoting the activities of MANAGEMENT only.

ARTISTS will be notified prior to any recording.

K. The AGMA Internet Release Agreement shall govern compensation for the release of work product produced under this Agreement. MANAGEMENT will review and comment upon the AGMA Audio/Video Release Agreement and the AGMA Sound Recording Agreement upon delivery thereof by AGMA.

ARTICLE XXXV - ENGAGEMENT OF ALIEN ARTISTS

MANAGEMENT recognizes that The Washington Opera is and shall remain a predominantly American organization. All non-leading roles shall be assigned to American ARTISTS unless, for extraordinary artistic reasons, MANAGEMENT finds it necessary to assign such a role to a foreign ARTIST. MANAGEMENT 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 Article. Canadian ARTISTS, for these purposes, shall not be considered "foreign ARTISTS."

ARTICLE XXXVI - HOTEL RESERVATIONS

MANAGEMENT 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, ARTIST shall indicate his/her acceptance or his/her preference to arrange for his own accommodations. Unless ARTIST notifies the company manager of his/her acceptance of such accommodations and the associated financial liabilities, MANAGEMENT shall be relieved of further responsibility. If ARTIST complies with this requirement and does not receive accommodations upon arrival, s/he shall not be required to rehearse or perform until such accommodations are made available. However, should circumstances beyond the control of MANAGEMENT (such as a hotel confirming a reservation and its not being available upon arrival of ARTIST) make it impossible for MANAGEMENT to provide the proposed accommodations, ARTIST shall not avail him/herself of such right, and MANAGEMENT shall provide other accommodations which are of the same or better quality.

ARTICLE XXXVII - SICK LEAVE

Any ARTIST engaged by MANAGEMENT on a weekly basis shall be entitled to a maximum of fourteen (14) days continuous or non-continuous sick leave, with full pay, commencing with the first (1st) day of said sickness, provided that ARTIST has been under contract to MANAGEMENT for three (3) consecutive months after the engagement, series of engagements, or tour has opened. Until three (3) consecutive months of employment shall have elapsed, but nevertheless commencing with the first (1st) day of the engagement, series of engagements or tour, each ARTIST shall receive paid sick leave which may be taken continuously or non-

continuously, in accordance with the following schedule: After two (2) weeks of continuous employment - one (1) day sick leave; After four (4) weeks of continuous employment - three (3) days sick leave; After six (6) weeks of continuous employment - five (5) days sick leave; After eight (8) weeks of continuous employment - seven (7) days sick leave; After ten (10) weeks of continuous employment - ten (10) days sick leave. MANAGEMENT may investigate the illness of ARTIST, and in such an event, MANAGEMENT shall provide its own physician at its own cost.

ARTICLE XXXVIII - ARBITRATION

A. Every contract entered into between MANAGEMENT and 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 arbitrators 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 MANAGEMENT, 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, or the ability of ARTIST to perform hereunder, shall be settled by arbitration in the same manner as is provided in the quoted portions of Article XXXVIII.A.

C. All arbitrations between MANAGEMENT and ARTIST and/or between MANAGEMENT and AGMA shall take place in Washington, DC. D. The initial grievance must be filed within sixty (60) days of the occurrence, and any resulting demand for arbitration must be within ninety (90) days of the filing of the grievance. Failure by any party to follow any of the prescribed procedures shall render the claim null and void.

ARTICLE XXXIX - FORCE MAJEURE

It is agreed that if MANAGEMENT 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, MANAGEMENT shall notify ARTIST thereof, in writing, and thereafter ARTIST shall receive the per diem or hotel plus meal allowance, as appropriate, set forth herein for all days ARTIST is required to remain in city of origination during force majeure and any added days because of a practical impossibility to leave such city and to return to ARTIST's domicile. Should any of the foregoing conditions continue for a period of ten (10) days or more after such notice to ARTIST, either party may terminate this contract and MANAGEMENT will pay for all services rendered to date, and for transportation back to 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 USA is not a party, unless such a war between foreign governments affects the USA in such a way as to make the execution of this contract impossible or unfeasible. Should MANAGEMENT invoke the provisions of this Article because of the war, MANAGEMENT agrees to give ARTIST and AGMA at least two (2) weeks prior written notice thereof, and in such case, the Article shall apply only upon the expiration of such notice period.

ARTICLE XL - TERM OF THIS AGREEMENT

A. The term of this Agreement shall commence on August 1, 2001 through June 30, 2004, provided that all contracts with ARTISTS which expire after that date shall

be deemed subject to the minimums and terms and conditions contained in such new Agreement as may be entered into between AGMA and the MANAGEMENT for the next succeeding seasons.

B. All ARTISTS' per diems, meal allowances, health coverage \contributions, and wages based on the previous Agreement for services rendered between August 1, 2001 and the date of the execution of this Agreement, which are less than those negotiated herein for said period, shall be increased retroactively from August 1, 2001.

ARTICLE XLI - OBLIGATIONS OF SIGNATORIES

It is understood and agreed that Walter R. Arnheim who is signing this Agreement on behalf of MANAGEMENT as agent and representative of MANAGEMENT hereby warrants and represents that s/he has the requisite authority as an agent and representative of MANAGEMENT to sign this Agreement on behalf of, and to bind MANAGEMENT.

ARTICLE XLII - AGREEMENT BINDING ON OTHER PARTIES

This Agreement shall be known as the COLLECTIVE BARGAINING AGREEMENT Between AGMA and THE WASHINGTON OPERA 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 MANAGEMENT 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, Dance, Recitals, Oratorios, or any other performances within AGMA's jurisdiction.

ARTICLE XLIII - 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 hereof.

ARTICLE XLIV - FAILURE TO INSIST UPON PERFORMANCE

The failure of AGMA, ARTIST or MANAGEMENT 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.

ARTICLE XLV - AVAILABILITY OF AGREEMENT

MANAGEMENT shall facilitate the posting and distribution by AGMA of notices to ARTISTS. Such notices may include the availability of this Agreement and all other Agreements pursuant hereto, the names and phone numbers of AGMA delegates and representatives, and other relevant information.

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

FOR THE AMERICAN GUILD
OF MUSICAL ARTISTS

FOR THE WASHINGTON OPERA

(Title)

(Title)

In the presence of: In the presence of:

In the presence of: In the presence of:

Date:

Date: