

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

THIS AGREEMENT, entered into between the **AMERICAN GUILD OF MUSICAL, ARTISTS, INC.**, 1430 Broadway, New York, New York 10018 ("AGMA") and the **ARIZONA OPERA COMPANY**, 3501 North Mountain Avenue, Tucson, Arizona 85719 ("EMPLOYER"), shall constitute an agreement between the parties hereto for the work territory, conditions, and wages provided for herein.

**ARTICLE 1
EMPLOYEES COVERED**

EMPLOYER hereby recognizes AGMA as the exclusive bargaining agent for the Chorus singers ("CHORISTERS"), including but not limited to Chorus singers and Chorus Ensemble singers, all as defined herein, and hired by EMPLOYER, except as specifically excluded herein. EMPLOYER and AGMA agree that AGMA represents, for collective bargaining purposes, a majority of the CHORISTERS.

**ARTICLE 2
APPLICATION OF BENEFITS**

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

B. EMPLOYER agrees that the terms of this Agreement apply only to rehearsals and performances in the United States. AGMA and EMPLOYER agree to negotiate terms and conditions, including all terms of engagement, rehearsal, travel and performance in the event EMPLOYER decides to employ CHORISTERS for an engagement or series of engagements on tour outside of the United States, during the term of this Agreement.

**ARTICLE 3
EXCLUSIONS**

Excluded from this Agreement are singers engaged as Supplementary Chorus, as described in Article 13. Also excluded are all public education and training programs that are not Chorus Ensemble Performances as described in Article 4.

ARTICLE 4
DEFINITIONS

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

4.1. Personnel and Agreement Terms

A. Agreement. The collectively bargained contractual agreement between AGMA and EMPLOYER setting work rules, compensation and personnel policies for CHORISTERS.

B. Availability Report. Written communication from CHORISTER to EMPLOYER indicating the Opera Productions in an upcoming season for which the CHORISTER is available.

C. Call Time. The time, determined by EMPLOYER, that a CHORISTER must be present to perform a Service at a specified venue.

D. Call to Places. The time CHORISTERS are required by EMPLOYER to be on the Main Stage for performance.

E. City of Origin. A CHORISTER'S declared domicile of either Phoenix or Tucson, Arizona.

F. Contract. AGMA's standard Individual Contract for Employment binding EMPLOYER and CHORISTER.

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

H. Individual Offer of Employment. Non-binding offer of engagement for one or more Productions or Chorus Ensemble engagements made by EMPLOYER to CHORISTER.

I. Letter of Probation. A written communication from EMPLOYER notifying CHORISTER of Probationary Status, and the reasons therefore.

J. Main Stage. A theater stage upon which an opera Performance will be presented.

K. Notice of Non Re-engagement. A written communication from EMPLOYER notifying a CHORISTER that he or she will not be re-engaged for a subsequent season.

L. Performance Overtime. Overtime rates for an Opera Performance shall begin four and one-half (4-1/2) hours after the Call Time.

M. Prior Agreement. The executed Agreement between the Arizona Opera Company and AGMA covering the term September 2, 2000 to June 30, 2004.

N. Opera Production Credit. Affirmation that a CHORISTER has satisfactorily completed their obligations for a given Opera Production or has been excused from his/her obligations for a given Opera Production as provided for in this Agreement.

O. Production. All the activities in preparation for and performance of a specific opera or variety of operatic selections, with or without costumes, makeup, wigs, sets and technical elements.

P. Classification of Roles. Chorus Bit (CB) and Mute Bit (MB) parts, as enumerated by the AGMA "Schedule C – Classification of Roles" and defined by "Appendix I – Role Classification," and Ensemble Bits and Featured Supernumerary parts as defined in this Agreement. If Schedule C or Appendix I does not provide such enumeration or definition, the parties agree to negotiate the classification of those roles not classified.

Q. Rehearsal Overtime. Overtime rates for Musical and Production Rehearsals shall begin three (3) hours after the call time.

R. Small Role. Chorus Bits and Roles for which EMPLOYER invites CHORISTERS to audition.

S. Season. The period between July 1st of a calendar year and June 30th of the succeeding calendar year.

T. Service. Any event, where a CHORISTER is required to be in attendance at a time and place specified by EMPLOYER.

U. Verbal Warning. A non-written warning by EMPLOYER to a CHORISTER as part of the progressive discipline process.

V. Written Warning. A formal written warning by EMPLOYER to a CHORISTER as part of the progressive discipline process.

4.2. People and Groups

- A. Advisory Committee. That committee described in ARTICLE 26.
- B. Affected CHORISTER. Any CHORISTER who is called by EMPLOYER for a particular Service.
- C. AGMA Delegate. An AGMA CHORISTER elected by local AGMA members and approved by AGMA as its representative. The primary liaison between AGMA and EMPLOYER shall be the AGMA Delegate.
- D. AGMA Representative. A person, other than the AGMA Delegate, appointed by the AGMA Delegate or by AGMA as its representative.
- E. Artistic Team. EMPLOYER'S General Director, Artistic Director, Principal Conductor, Director of Artistic Administration, Chorus Master, and Coach/Accompanist.
- F. CHORISTER in Good Standing. Those CHORISTERS deemed suitable for casting on the basis of work performance and/or audition, and who are not currently on probation.
- G. CHORISTER on Probation. Those CHORISTERS who have been formally notified of deficiencies in their work performance or vocal quality under the provisions of the Agreement.
- H. CHORISTER. Those Chorus singers who are engaged by EMPLOYER in its current Season and those who are on sabbatical leave as set forth in Article 19 of this Agreement.
- I. Chorus Secretary. One or more AGMA CHORISTERS appointed by the Advisory Committee for each production to perform a defined set of administrative duties or Services that are part of a specific Opera Production. See Article 8.
- J. Core CHORISTER. Those CHORISTERS who attain and maintain Core Status as set out in Article 12 of this Agreement.
- K. Prelude CHORISTER. Those CHORISTERS with one season appointments to the Prelude Chorus as set out in Article 13 of this Agreement.
- L. Ensemble Bit Role. A Small Ensemble of short duration performed by two or more CHORISTERS, possibly requiring a costume change; in most cases a "Step-Out" ensemble is composed of no more than twenty-three (23) measures of music differing from that music and text sung by the rest of the chorus; or, an ensemble in a scene not involving the chorus, of no more than ten (10) measures of music.

M. Chorus Ensemble Singer. A CHORISTER engaged to perform as part of a Chorus Ensemble performance. Only CHORISTERS may be engaged to perform as part of a Chorus Ensemble performance.

N. Featured Supernumerary. A CHORISTER with a special assignment during a Performance, including but not limited to: (1) Any unusual talent or skill (e.g., juggling, acrobatics, choreographed sword-fighting); (2) Rehearsal time scheduled separately from regular chorus rehearsal for the specific purpose of rehearsing the featured Supernumerary business; (3) Appearance on stage for a substantial time without the majority of his/her vocal section.

O. Sabbatical Leave. A single season during which a CHORISTER declares he or she is not available to be cast in any Opera Production. Throughout Sabbatical Leave, the CHORISTER retains Core Status if it has been previously attained, and the benefits of such status continue upon CHORISTER'S return the next season.

P. Stage Management. The Stage Manager and Assistant Stage Manager(s) appointed for an Opera Production.

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

4.3. Services

A. Concert Opera Performance. A complete rendition of an opera with all singers and orchestra or other accompaniment, without costumes, makeup or wigs, and with minimal sets and technical elements, open to a paying audience and held at a publicly announced venue and specific time.

B. Costume or Wig Fitting. A Service required by EMPLOYER to ensure appropriate fit of costume and wigs for a Production, for which a CHORISTER is called, not part of a regular rehearsal Service.

C. Dress Rehearsal. Any rehearsal where CHORISTERS are required to appear in costume, with or without makeup or wigs, and participate in a rendition of an opera on the Main Stage, with set and technical elements. These services shall be no less than two hours and shall end at the discretion of EMPLOYER.

D. Double Bill Performance. An Opera Performance consisting of two short or one-act operas (for example, *Il Tabarro* and *I Pagliacci*), for which a single admission is charged.

E. Chorus Ensemble Performance. Any public or private performance by five (5) or more members of the Chorus, scheduled or authorized by the EMPLOYER and including solo or ensemble selections of any nature.

F. Concert Performance. A performance, for which the program consists of a variety of operatic selections.

G. Multiple Performance Day. Any day in which two separate Concert or Opera Performances of any type are scheduled at different times, such as afternoon matinee followed by an evening Performance.

H. Musical Rehearsal. A preparatory rehearsal of CHORISTERS at which some or all of the music for an opera is rehearsed, with no staging, set, or technical elements, and with or without principal singers.

I. Opera Performance. A complete rendition of an opera, with all singers, costumes, makeup, wigs, sets, and technical elements, open to a paying audience and held at a publicly announced venue and specific time.

J. Opera Production Rehearsal. Any preparatory rehearsal led by the conductor or stage director of an opera, under the oversight of Stage Management. Staging Rehearsals, Dress Rehearsals, Tech Rehearsals, Sitzprobes, and Wandelprobes are Opera Production Rehearsals.

K. Run Through. A Staging Rehearsal at which the opera is run from start to finish, with principal singers.

L. Student Dress Rehearsal. A Dress Rehearsal to which a limited audience of elementary school, secondary school, or college students, and chaperones or sponsors, are admitted and charged a nominal fee. For purposes of compensation under Article 16, Student Dress Rehearsals are not considered Opera Performances.

M. Sitzprobe. Literally "sitting rehearsal," a rehearsal of an entire opera with orchestra and principal artists.

N. Staging Rehearsal. A preparatory rehearsal, at which some or all of the blocking and movement for an Opera is rehearsed, with or without a set, costumes or technical elements, and with or without principal singers. Technical Rehearsals and Dress Rehearsals are Staging Rehearsals.

O. Tech Rehearsal. Any preparatory rehearsal where CHORISTERS participate in partial or complete rendition of an opera on the Main Stage, with set and technical elements. These services shall be no less than two hours and shall end at the discretion of EMPLOYER.

P. Wandelprobe. Literally “leisurely walking rehearsal,” a rehearsal of an entire opera with orchestra and principal artists, conducted on the Main Stage, with no costumes, makeup, or wigs, and limited or no set and technical elements.

ARTICLE 5
EMPLOYER RIGHTS

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

ARTICLE 6
AGMA MEMBERSHIP

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

ARTICLE 7
CONFLICT OF INTEREST

No officer, trustee, or agent of EMPLOYER and no person who occupies a paid supervisory or paid executive position with AGMA or with EMPLOYER, or who receives compensation from EMPLOYER, and is solely responsible for engaging, casting, or discharging of CHORISTERS, shall act as manager, agent, or personal representative of any CHORISTER or receive any fee, commission or other consideration for services of such character from any CHORISTER. Notwithstanding the foregoing, this Article does not and shall not be interpreted to restrict a member of the EMPLOYER's staff from receiving compensation from CHORISTERS for providing coaching services or voice lessons to the CHORISTER.

ARTICLE 8
AGMA DELEGATES AND REPRESENTATIVES

A. AGMA shall notify EMPLOYER, in writing, of the names of the AGMA Delegates and/or Representatives assigned to EMPLOYER and the specific responsibilities of such Delegates and/or Representatives. Should the Delegate or Representative change during the life of this Agreement, AGMA shall identify the new Delegate and/or Representative to EMPLOYER.

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

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

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

E. City and Opera Production Chorus Secretaries

1. Definitions:

(a) Two (2) City Chorus Secretaries, one (1) for each city, shall be appointed for each Production by the Advisory Committee. The City Chorus Secretary shall assist EMPLOYER with administrative duties set forth below for chorus Musical Rehearsals, and travel and lodging issues.

(b) For each production, the Advisory Committee shall designate one of these two City Chorus Secretaries as Opera Production Chorus Secretary for all Opera Production Rehearsals and Performances.

2. Requirements:

A Chorus Secretary must have an e-mail address, mobile phone, and home phone, all of which are in good working order, and published to CHORISTERS and the EMPLOYER.

3. General Duties (City Chorus Secretaries and Opera Production Chorus Secretary)

(a) Attendance:

(1) Sign-In Sheet: Provide a sign-in sheet for each Musical Rehearsal. Provide sign-in sheet to Stage Management for all other Production Services at least one day prior to each Service. Sign-in sheets shall have pre-printed names of CHORISTERS called, and space to accommodate "drop-in" CHORISTERS from the other city. For each CHORISTER, note the time of arrival, CHORISTER'S initials, and if absent, whether excused or not.

(2) Absence: CHORISTER shall notify the Chorus Secretary in a timely manner if he/she will miss a Service. The Chorus Secretary shall give the information to the Chorus Master for Musical Rehearsals or to Stage Management for all other Services.

(3) Time: Note the start and end time of the Service, including differences by section in case one group is released earlier than others. Indicate overtime, if any, to be paid in quarter-hour increments.

(4) Reporting: The Chorus Secretary shall submit the sign-in sheet to the designated company payroll representative and maintain a copy as a record. EMPLOYER shall provide Chorus Secretaries a schedule for submission of sign-in sheets upon their acceptance of the position.

(b) General:

Follow up with CHORISTERS who have missed Services and not reported a reason, and report the reason to the EMPLOYER.

4. Travel and Lodging: (City Chorus Secretaries)

(a) Preparation:

The EMPLOYER shall make travel and lodging arrangements based on CHORISTERS' initial requests submitted with their signed contracts. In cooperation with the EMPLOYER and CHORISTERS from their City, the City Chorus Secretary shall maintain and make available CHORISTER bus travel and lodging plans. CHORISTERS shall make bus and lodging change requests with their City Chorus Secretary, who will coordinate schedules with the EMPLOYER.

(b) Travel Issues:

The City Chorus Secretary shall provide the bus driver with a list of CHORISTERS expected for each round trip. CHORISTERS shall notify the City Chorus Secretary as described in Article 16, B 2 if they will miss a bus trip, which information shall be given to the bus driver and EMPLOYER.

(c) Lodging Issues:

The City Chorus Secretary shall assist EMPLOYER in coordinating rooming lists and accommodations with CHORISTERS. The City Chorus Secretary shall use EMPLOYER generated forms to organize CHORUS needs information for each production. This information is then given to the EMPLOYER for submission to hotels. If City Chorus Secretary is unable to contact the EMPLOYER's housing contact when reservation errors or other problems occur at the Hotel site, the EMPLOYER authorizes the City Chorus Secretary to act on its behalf, with discretion, in making alternative arrangements. CHORISTERS shall notify the Chorus Secretary as stated in Article 16, C if they will not use an existing hotel room reservation, which information shall be given to the Hotel and the EMPLOYER.

5. Compensation

(a) Compensation shall be paid in addition to any other compensation due as a CHORISTER or other role.

(b) Chorus Secretaries shall be paid a stipend for all services rendered during a Production according to the following table. Chorus Secretary services shall be paid on the first staging rehearsal pay period.

Role	Season			
	2004-05	2005-06	2006-07	2007-08
Production & City Chorus Secretary	\$175	\$175	\$175	\$175
City Chorus Secretary	\$125	\$125	\$125	\$125

(c) Compensation to Alternate Chorus Secretaries shall be a prorated fraction of the above amounts, depending on the number of Services covered, and that amount deducted from the Production or City Chorus Secretary's compensation.

6. Alternate Chorus Secretary

If the City or Opera Production Chorus Secretary is not called for a particular service (e.g., a men-only or women-only musical or Opera Production rehearsal), the Chorus Secretary shall appoint an Alternate Secretary who shall fulfill the duties for that service. The Chorus Secretary shall provide to the Alternate Chorus Secretary all information, forms, etc. needed for the service, and ensure they are properly reported to the Company.

7. Accountability

Chorus Secretaries accept responsibility for accuracy and honesty in their records, and in dealings with CHORISTERS and Company. Any Chorus Secretary who is not fulfilling his or her duties may be removed at any time by a majority vote of the Advisory Committee.

ARTICLE 9
LETTER OF SECURITY

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

ARTICLE 10
STRIKES AND LOCKOUTS

A. Strikes. Under no circumstances will AGMA or any CHORISTERS engage in, cause, or take part in strikes of any type whatsoever against the EMPLOYER (including any and all work stoppages, slow downs, or sympathy strikes) during the term of this Agreement.

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

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

ARTICLE 11
DISCRIMINATION AND SEGREGATION

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

ARTICLE 12
CORE CHORUS STATUS

A. General Considerations

1. The Core Chorus is a group of CHORISTERS who have special entitlements and obligations with respect to EMPLOYER only as provided for in this Article. Otherwise Core CHORISTERS shall have the same entitlements and obligations under this Agreement as all other CHORISTERS.

2. A CHORISTER shall be considered to maintain Core Chorus status when and so long as all Core Chorus status requirements as specified in Section B are met.

B. Core Chorus Status Requirements

1. A CHORISTER shall have Core Chorus status if he/she has both;

(a) at least six Credited Opera Productions in the last two opera production seasons; and

(b) not been summarily terminated for cause or determined for non engagement by EMPLOYER, when such termination or non-engagement is final, after all due process, grievance, audition and arbitration proceedings have been exhausted, as otherwise provided for in this Agreement.

2. A CHORISTER who had Core Chorus status as of June 30, 2004, under the terms of the Prior Agreement shall be considered to be a Core CHORISTER for the 2004-2005 season.

C. Entitlements of Core CHORISTER

1. CHORISTERS shall receive from EMPLOYER at least three offers of engagement or, if there are fewer than three appropriate, available roles, as many offers of engagement as there are appropriate, available roles for the CHORISTER during an opera season.

2. If there are fewer than three appropriate, available roles for the CHORISTER in an opera production season, the CHORISTER shall be considered to have three Credited Opera Productions with respect to an opera production season, provided they have met the availability requirements in paragraph D below.

D. Obligations of Core CHORISTER

1. CHORISTERS shall be available for and agree to engagement in at least three Opera Productions in an opera season or, if there are fewer than three appropriate, available roles, as many Opera Productions as there are appropriate, available roles for the CHORISTER during an opera season. When requested to indicate availability, CHORISTERS shall so indicate to EMPLOYER in good faith prior to issuance of Individual Offers of Employment as specified in ARTICLE 14, Section C.

2. A CHORISTER'S failure to meet the terms of the foregoing Paragraph 1 is grounds for the loss of Core Chorus status.

E. Entitlements of EMPLOYER

1. The EMPLOYER shall be the sole determinant of what constitutes an appropriate, available role for a CHORISTER. In making this determination, the EMPLOYER shall comply with all terms of Article 11 regarding non-discrimination, and Article 14, C. 7, regarding determinations properly made under specific terms of this Agreement.

2. Choose repertoire regardless of whether and to what extent productions during an opera season employ chorus.

F. Obligations of EMPLOYER

1. EMPLOYER shall provide to Core CHORISTER at least three offers of engagement or, if there are fewer than three appropriate, available roles, as many offers of engagement as there are appropriate, available roles for the CHORISTER during an opera season.

2. Be responsible for accurately maintaining the CHORISTER records to include performance history and CHORISTER availability history which shall track Credited Opera Productions and Core Chorus status for all CHORISTERS per Article 14 during the term of this Agreement.

ARTICLE 13

OTHER CHORUS CATEGORIES

13.1 Prelude Chorus

A. PRELUDE CHORUS Requirements. The PRELUDE CHORUS consists of a maximum of 12 Non-Core CHORISTERS appointed for a single season, beginning with the July 1, 2005, Agreement year. The Employer may cast PRELUDE CHORUS members in Chorus positions under the following requirements.

1. The Artistic Director/Chorus Master shall schedule auditions for the PRELUDE CHORUS between March 15 and May 15 of each calendar year, beginning in 2005 for the July 1, 2005, Agreement year. When available, the EMPLOYER will post the division of vocal positions available for the upcoming season, as this division may change every season. The EMPLOYER will post audition requirements of the PRELUDE CHORUS not later than February 1st of each year.

2. Those eligible for auditions shall be only then current CHORISTERS determined to be Non-Core for the next season.

3. Selection or participation in the PRELUDE CHORUS does not provide Core status, benefits and obligations, until such time as the CHORISTER meets the requirements as set forth in C2, below.

4. PRELUDE CHORUS members must re-audition each year to continue to be considered for appointment to the PRELUDE CHORUS.

B. Obligations of PRELUDE CHORUS Members.

1. PRELUDE CHORUS members shall be available for and agree to engagement in at least three productions in an opera season, unless the number of productions scheduled for a season does not permit availability for three productions.

2. PRELUDE CHORUS members must declare availability to EMPLOYER in good faith, when asked to indicate availability prior to issuance of individual offers of employment as specified in Article 14, B.

C. Entitlements of PRELUDE CHORUS Members.

1. PRELUDE CHORUS members shall receive from EMPLOYER at least three offers of engagement or, if there are fewer than three appropriate, available roles, as many offers of engagement as there are appropriate, available roles for the PRELUDE CHORUS member during the Opera Season. Roles shall be assigned by the Artistic Director/Chorus Master, at his/her sole discretion, as limited by and consistent with the assignment rules set forth in Article 12.

2. For the term of this contract, PRELUDE CHORUS members shall be entitled to be admitted to Core Status under the same terms and conditions as all Non-Core CHORISTERS, set forth in Article 12 B.

3. Once admitted to Core Chorus, they are no longer members of the PRELUDE CHORUS and shall be entitled to all the benefits and obligations of Core Status, as prescribed in Article 12 of this Agreement.

D. Obligations of EMPLOYER

For those Opera Productions where minimum Chorus size, as prescribed by the AGMA Classification of Roles (Schedule C) is 12 or less, no more than 50% of the available roles will be cast using PRELUDE CHORUS members.

13.2 Supplementary Chorus

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

ARTICLE 14
EMPLOYMENT

A. Duties of EMPLOYER

1. Members of the Arizona Opera Chorus will perform in any Service offered, sponsored or presented by the Arizona Opera Company which uses Chorus singers.

2. EMPLOYER shall, in cooperation with the Advisory Committee and the AGMA delegate, audit and maintain the CHORISTER records to include performance history and CHORISTER availability history on a regular basis, but, at a minimum, such audit and maintenance shall occur yearly prior to the issuance of Individual Offers of Employment.

3. Core Chorus. The Advisory Committee shall meet at the end of the Season to review and audit the Core Chorus list before offers are made to CHORISTERS for the following Season. The EMPLOYER will furnish the Advisory Committee with all CHORUS records to include performance history and CHORISTER availability history to assist in this audit.

B. CHORISTER Availability for Engagement in an Opera Production

Prior to and concurrent with EMPLOYER making Individual Offers of Employment, EMPLOYER shall ascertain all CHORISTERS' availability for engagement. EMPLOYER shall provide a CHORISTER with an Opera Production schedule that insofar as possible details the rehearsal and performance dates, times, durations, and venues for all Opera Productions for which EMPLOYER may wish to engage a CHORISTER.

C. Individual Offers of Employment

1. CHORISTERS shall be offered employment for Production and Chorus Ensemble engagements as follows:

(a) Individual Offers of Employment for Chorus Roles and Small Roles for Opera Productions in the following season, and Chorus Ensemble Roles for scheduled Chorus Ensemble engagements, shall be made by EMPLOYER to CHORISTERS between March 1st and June 1st of each calendar year.

(b) Individual Offers of Employment for Chorus Ensemble engagements may be made by EMPLOYER to CHORISTERS periodically during the season as such opportunities are identified and scheduled by EMPLOYER.

(c) A list of those CHORISTERS accepting employment shall be published to all CHORISTERS after review by the Advisory Committee. A separate list of all CHORISTERS being sent offers for Opera Productions and Chorus Ensemble engagements, and those Opera Productions and Ensemble engagements being offered, shall be forwarded to AGMA.

2. Individual Offers of Employment may be made by EMPLOYER to CHORISTERS after June 1st for the current or upcoming season under the following circumstances:

(a) replacement of CHORISTERS previously engaged;

(b) to correct errors or deficiencies in the implementation of the terms of this Agreement;

(c) for artistic or administrative reasons that could not reasonably have been foreseen prior to June 1st;

(d) for Chorus Ensemble engagements not scheduled prior to June 1st;

3. EMPLOYER may change the Opera Production(s) offered for good cause. In the event of a change in an Opera Production(s), a new Offer of Employment shall be issued to all CHORISTERS who have accepted an Individual Offer of Employment for that opera or operas.

4. AGMA and EMPLOYER agree to the minimum number of CHORISTERS required for an opera as described in the most current annual revision of the AGMA document entitled "Classification of Roles."

5. Individual Offers of Employment will be accompanied by a calendar of services showing as accurately as possible the planned dates and times of each service for each Opera and the Opera Production's approximate length. The calendar of services is for information only and is not to be considered a guarantee of employment.

6. If EMPLOYER determines there are no appropriate, available roles for a CHORISTER in the upcoming season, EMPLOYER shall so indicate to the CHORISTER in writing in lieu of any Individual Offers of Employment. In such case, EMPLOYER shall state the reason or reasons to the CHORISTER that are in compliance with the terms of this Agreement and shall provide a copy to the AGMA Delegate prior to the issuance of Individual Offers of Employment.

7. Failure to maintain Reasonable Artistic Standards or any other reasons properly subject to progressive discipline, audition, or arbitration, shall not be considered reasons for EMPLOYER'S determination that an available role is not appropriate for a CHORISTER. It is EMPLOYER'S duty to pursue such determination through Progressive Discipline, Remedial Audition, and Artistic Arbitration procedures as provided for elsewhere in this Agreement.

8. Should a CHORISTER choose not to accept an Opera Production engagement being offered, EMPLOYER shall have no further responsibility to offer employment to the CHORISTER with respect to that Opera Production.

D. EMPLOYER Schedule Changes

1. EMPLOYER shall keep CHORISTERS apprised, by in-person announcement, telephone, and/or e-mail, of new or updated information regarding schedules, events, locations etc., as provided by the EMPLOYER.

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

(a) When notification of such cancellation is given less than seven (7) days prior to the rehearsal to be canceled, those CHORISTERS who will incur a monetary loss at their place of employment and can provide documentation to verify the monetary loss, shall be paid for the rehearsal canceled at the rehearsal rate.

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

E. Acceptance of Employment

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

2. EMPLOYER shall issue a contract to each CHORISTER who accepts an offer of employment, accompanied, if applicable, by a hotel/bus form, medical information sheet, direct deposit request form, updated rehearsal/performance schedule and AGMA dues deduction authorization sheet to be completed by the CHORISTER. New CHORISTERS will also receive a new hire packet. He or she shall return the signed contract and completed forms to EMPLOYER as soon as possible, but no later than three (3) calendar weeks from the date of offer.

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

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

G. Required Contribution to EMPLOYER.

No CHORISTER will be solicited or required to make payments or contributions of any kind or nature whatsoever in order to acquire or continue employment by EMPLOYER, or as a condition of acquiring or continuing such employment or any preference in such employment, and EMPLOYER agrees that he will not accept or receive any such payments or contributions. Solicitations to CHORISTERS by EMPLOYER shall only be part of a general public mailing or public notice on a bulletin board.

ARTICLE 15
CHORISTER RESPONSIBILITIES

A. Attendance

1. CHORISTER shall attend all scheduled Services. It shall be the CHORISTER'S responsibility to arrive, sign in and be prepared to begin a Service promptly at the times called by the EMPLOYER. Once a CHORISTER has signed-in he/she shall remain on the premises and shall leave only with specific authorization from EMPLOYER.

2. A CHORISTER will be excused from a Service due to circumstances that could not reasonably have been foreseen when the CHORISTER was engaged for an Opera Production:

- (a) personal illness or injury;
- (b) illness of a child, parent or mate;
- (c) death of mate, child or parent;
- (d) conflict with obligations of CHORISTER'S principal occupation;
- (e) EMPLOYER schedule changes with less than two weeks notice; and,
- (f) factors beyond the reasonable control of CHORISTER, such as the factors listed in Article 23, Paragraph A.

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

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

4. Excused absences totaling three per production or 25% of the total number of rehearsals, whichever is less, will be considered grounds for review by the Director of Artistic Administration and possible release from a production.

5. Lateness to rehearsals of 10 minutes or more shall be calculated in quarter hour (1/4) increments and compensation will be adjusted accordingly. Three (3) or more instances of unexcused tardiness in a season may result in progressive discipline.

6. Unexcused tardiness and/or unexcused absences from a performance may be grounds for release from the production.

7. If a CHORISTER'S excused absences with respect to an Opera Production require that the EMPLOYER remove the CHORISTER from the production, the production shall nonetheless count as a Credited Opera Production for the CHORISTER.

8. An excused absence from a Service or excused withdrawal from an Opera Production, as provided for in this Article, shall be confirmed or approved in writing by EMPLOYER to the Chorus Secretary, CHORISTER, and the AGMA Delegate in a form and manner to be determined by the Advisory Committee.

9. The Opera Production Chorus Secretary will provide to the AGMA Delegate a summary of all CHORISTERS excused from rehearsals and performances during the course of an Opera Production. This summary will be provided after the Opera Production has been completed.

B. Change of Appearance Notification

EMPLOYER may request lengthening, shortening, or removal of CHORISTERS' hair for artistic or historical purposes. In such case, EMPLOYER will note specific requirements on the CHORISTER'S Individual Offer of Employment, noting the specific Opera Production or Opera Productions requiring the hair modification. A blanket notation on CHORISTERS' Individual Offers of Employment generally applied to a gender, voice classification, or to all CHORISTERS that such change of appearance *may* be required shall not be considered sufficient notification. EMPLOYER can require CHORISTERS to advise EMPLOYER of their willingness to alter their appearance at the time they accept or decline employment or indicate their ability for any or all of the season productions. A CHORISTER's refusal to accede to such request may preclude participation in that Opera Production in which case it shall be considered an excused withdrawal, with Opera Production credit and will not adversely affect Core Chorus status.

1. If EMPLOYER becomes aware of a requirement for CHORISTER change of appearance (such as hair modification) after Individual Offers of Employment have been made to CHORISTERS, EMPLOYER may request appropriate change of appearance if notification is given at least six (6) weeks prior to the first rehearsal.

2. In the event EMPLOYER fails to notify CHORISTERS of required changes in appearance at least six weeks prior to the first rehearsal, and subsequently requires a change in appearance by CHORISTER, EMPLOYER shall compensate each chorister affected by and accepting such appearance change requirement for the production, the sum of \$50.00 in addition to their regular compensation. CHORISTER has the right to refuse such request without penalty to his/her standing or compensation.

3. CHORISTER must advise EMPLOYER at least six (6) weeks in advance of the first staging rehearsal of any severe change (a clothing size of more/less) in CHORISTER's physical appearance, such as loss or gain of weight, since the signing of the Standard Artist's Contract.

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

D. Memorization. All music and text shall be memorized by the last music rehearsal with the Chorus Master, prior to the staging rehearsals. Failure to do so may result in progressive discipline.

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

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

G. Reasonable Artistic Standards. CHORISTER'S artistic and professional competence shall be evaluated on the basis of his/her work in performances as well as in rehearsals and in his /her Chorus auditions.

ARTICLE 16
EMPLOYMENT COMPENSATION

A. Wages

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

2004-05	2005-06	2006-07	2007-08
\$117.69	\$121.22	\$127.28	\$136.19

Performance Overtime rates shall be paid beginning four and one-half (4-1/2) hours after Call Time, and shall be payable in 15 minute increments. The hourly Performance Overtime rates are:

2004-05	2005-06	2006-07	2007-08
\$45.27	\$46.63	\$48.96	\$52.39

In addition to the above, each CHORISTER performing any of the following during an Opera Performance shall be compensated at the per-performance rates shown:

Chorus Bit Role: \$50.00 per Performance
 Mute Bit Role: \$50.00 per Performance
 Ensemble Bit Role: \$50.00 per Performance
 Featured Supernumerary Bit Role \$50.00 per Performance

2. Opera Chorus Ensemble Compensation. Each CHORISTER shall be compensated at the following amounts for any single Opera Chorus Ensemble Performance:

2004-05	2005-06	2006-07	2007-08
\$50.00	\$50.00	\$50.00	\$50.00

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

2004-05	2005-06	2006-07	2007-08
\$12.24	\$12.61	\$13.24	\$14.17

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

2004-05	2005-06	2006-07	2007-08
\$18.36	\$18.92	\$19.86	\$21.26

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

5. Compensation for Costume/Wig Fittings. This service shall be compensated at the rate of one (1) hour Rehearsal pay rate as defined in this Agreement if CHORISTER is required to appear outside the time of scheduled rehearsals. Should a CHORISTER arrive more than 15 minutes late for a scheduled fitting, or at a time other than the time scheduled, compensation may not be paid that CHORISTER at the discretion of EMPLOYER and depending upon the circumstances. A CHORISTER who misses a scheduled costume fitting completely, and does not provide advance notice of the missed call, may be required to come early to, or remain later after, a scheduled rehearsal, without pay, to make up the missed call.

6. Payment to CHORISTERS

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

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

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

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

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

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

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

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

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

(c) Provided that the EMPLOYER has been presented with a current dues deduction agreement form, properly signed and dated by the CHORISTER, the EMPLOYER agrees to deduct from CHORISTERS' gross compensation of each wage payment, the applicable AGMA dues deductions in effect, and to make corrections when requested by AGMA due to excesses or shortages in such dues deductions. At the time of such remittance, and together therewith, the Arizona Opera shall also furnish to AGMA a record certifying the names, Social Security numbers and total wages and deductions for the pay period of the artists on whose account such deductions were made with Working Dues listed separately using the following form:

SSN	Name	Gross Pay	2% Working Dues
000-00-0000	CHORISTER	\$00.00	\$00.00

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

B. Transportation

1. EMPLOYER shall provide transportation to Tucson for those CHORISTERS whose city of origin is Phoenix, and to Phoenix for those CHORISTERS whose city of origin is Tucson. EMPLOYER shall provide transportation for CHORISTERS living outside these metropolitan areas provided they travel to the pick-up location. Where EMPLOYER fails to provide transportation from City of Origin, CHORISTER shall be paid for mileage at the prevailing IRS rate.

2. The City Chorus Secretary shall provide EMPLOYER with a list of CHORISTERS who wish to utilize EMPLOYER provided transportation no later than 30 days prior to the travel date. No alternative transportation compensation shall be provided by EMPLOYER in lieu of the transportation provided by EMPLOYER. Any CHORISTER who has selected EMPLOYER provided transportation and changes his/her plans about such selection, shall notify EMPLOYER as soon as possible, but no later than 2 weeks prior to the date of departure. If the CHORISTER'S change of plans results in a financial cost to EMPLOYER (because a van could have been hired rather than a bus), that CHORISTER shall incur a deduction of \$25.00 per round-trip missed, unless the CHORISTER'S failure to use the transportation is excused due to one of the reasons listed in Article 15, A 2.

C. Housing. EMPLOYER shall provide hotel accommodations in Tucson for those CHORISTERS whose city of origin is Phoenix, and in Phoenix for those CHORISTERS whose city of origin is Tucson. Each CHORISTER shall indicate on his or her transportation and accommodation form whether hotel accommodation will be needed, for which days, and whether a single/double or smoking/nonsmoking room is desired. Single housing shall be at one-half (1/2) the double room rate, and EMPLOYER shall publish the rates before the CHORISTER is required to make a room selection. A CHORISTER'S failure to provide such information shall release EMPLOYER from any duty to make hotel arrangements for the CHORISTER. Those requiring single rooms will be assessed the difference between the single room rate and the double occupancy room rate paid by EMPLOYER, and will have the amount deducted from their performance pay. It shall not be the responsibility of EMPLOYER to make any subsequent changes in hotel accommodations. At least 30 days prior to the first staging rehearsal of each production, the City Chorus Secretary shall provide to EMPLOYER'S representative a full rooming list. Any CHORISTER who fails to use the hotel accommodations he or she requested on the aforesaid list shall be responsible for the actual cost incurred for the room reserved, unless excused due to one of the reasons listed in Article 15, A 2.

D. Meal Allowance: EMPLOYER will supply food or a meal allowance to CHORISTERS traveling outside their city of origin. Such meal allowance shall be \$37.00 per day, broken down as follows:

Breakfast:	\$7.50
Lunch:	\$10.50
Dinner:	\$19.00

Should these rates be increased in the IATSE and AFofM contracts during the term of this Agreement, CHORISTER rates for that Season shall be adjusted accordingly.

E. Parking. EMPLOYER will provide parking for CHORISTERS in their city of origin only. In all cases, parking will be provided as close as possible to the performance venue. In Tucson, parking will be provided as close as possible to TCC (e.g. La Placida if available) or other performing venue. In Phoenix, parking will be provided as close as possible to Symphony Hall (e.g., Civic Plaza) or other performing venue. EMPLOYER will arrange for additional security in designated parking lots and between parking lots and the theater.

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

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

H. Complimentary and Discounted Tickets.

1. CHORISTERS may buy an unlimited number of tickets for any performance of a production in which they are directly involved at a 25% discount. In addition, Chorus members may purchase tickets for any performance of any production in which they are not directly involved at a 25% discount, provided that the total number of discounted tickets purchased for the run of the production does not exceed a number equal to two times the number of performances in that production. Further, if EMPLOYER has tickets available for discount at 50% or complimentary tickets, the EMPLOYER agrees to notify all CHORISTERS of this opportunity via e-mail. EMPLOYER will make these special discounted or complimentary tickets available to CHORISTERS regardless of their direct involvement in the production.

2, Discounted tickets for Phoenix or Tucson shows must be purchased at the appropriate City Arizona Opera Box Office no later than noon on the second day before opening night (Example: If opening night is Friday, tickets must be purchased by noon on the preceding Wednesday). Box office regular hours are 10:00 AM – 3:30 PM, Monday through Friday and are subject to change at employer's discretion. There shall be no refunds or exchanges of purchased tickets.

ARTICLE 17

CONDITIONS OF EMPLOYMENT

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

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

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

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

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

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

6. There shall be no less than a 90 minute gap between rehearsals occurring on the same day. There shall be no less than 12 hours between the end of a rehearsal on one day, and the call time for a rehearsal on the next day.

7. No CHORISTER will be called for an Opera Production Rehearsal before 6:00 p.m. on a weekday or 10:00 a.m. on a weekend. Effective with the 2005-2006 season and continuing through the term of this Agreement, no Opera Production Rehearsal shall end later than 6:00 p.m. on a Sunday with the exception of the Sitzprobe.

B. Safety, Health and Hygiene

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

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

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

4. Tights, stockings, leotards and undershirts provided by EMPLOYER shall be washed prior to each dress rehearsal and performance. If washing is not possible, clean substitutes for these garments will be supplied.

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

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

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

C. Costumes

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

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

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

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

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

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

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

D. Make-up and Hair

1. Wigs, hairpieces and make-up will be supplied by EMPLOYER. Personal wigs or personal hairpieces may only be worn if approved by EMPLOYER in advance.

2. At the start of every season, EMPLOYER will provide each CHORISTER who will perform that season with a make-up kit for his/her separate use. These make-up kits are not kept by the CHORISTER. A make-up plot will be provided by the first dress rehearsal by EMPLOYER. Any problems a CHORISTER has related to wearing or applying make-up, wigs, facial hair or hairpieces, must be brought up, and alternative arrangements made with EMPLOYER, at the costume fitting. Should EMPLOYER make any changes to the brand of make-up or adhesives used in application of facial hair, EMPLOYER will arrange to have such new brand available at the costume fitting for CHORISTERS to try.

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

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

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

E. Rehearsal Rooms, Dressing Rooms, Performance Facilities

1. In each theater where the CHORISTERS perform there shall be a sufficient number of chairs and mirrors (space allowing) in each dressing room, as well as reasonably accessible (and separate) toilet and washing facilities for both men and women. Supernumeraries shall not be assigned to CHORISTER's dressing rooms when space is limited.

2. All dressing rooms shall be thoroughly cleaned.

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

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

ARTICLE 18
AUDITIONS

A. General Auditions

1. There will be Chorus auditions annually for the engagement of new CHORISTERS. As indicated in Article 13, A 4, Prelude Chorus auditions will also be held on an annual basis. The EMPLOYER may require incumbent CHORISTERS to re-audition for the purpose of evaluating a CHORISTER's individual performance prior to being offered re-engagement. These re-auditions for the incumbent CHORISTERS will be held no more frequently than every two years except as provided in paragraph B of this Article. 2005 auditions for CHORISTERS will be held between September 1, 2004 – February 1, 2005.

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

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

4. EMPLOYER reserves the right to consider qualities such as, but not limited to, vocal quality, musicianship, stage deportment, language proficiency, and level of professional conduct, including Reasonable Artistic Standards as defined in Article 15 G, when evaluating a CHORISTER and making a determination about his/her engagement.

B. Remedial Auditions

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

2. The notification of a need for a remedial audition shall include a statement of EMPLOYER'S determination of the CHORISTER'S material deficiency in musical performance or material failure to perform at the vocal and artistic level of the Chorus.

3. Should problems be uncorrected by the time of the remedial audition, EMPLOYER will notify the CHORISTER and the AGMA Delegate in writing that a subsequent remedial audition may be necessary, or that future offers will not be forthcoming. Notice that a CHORISTER will not be re-engaged shall be subject to the Artistic Arbitration process set out in Article 22 , paragraph B.

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

C. Auditions for Small Roles.

1. For the purposes of notification to CHORISTERS who may wish to audition for Small Roles, EMPLOYER will give AGMA and CHORISTERS notification of dates and information as to where appointments may be made at the time an audition schedule is set. For Small Roles, the notification will include the name of the available role as specified in the AGMA "Classification of Roles," and the voice type. These auditions will be conducted by the Artistic Director and at least one other member of the Artistic Staff.

2. AGMA and EMPLOYER agree to the classifications described in the AGMA document entitled "Classification of Roles" and to the definitions stated in Article 4 of this Agreement.

3. EMPLOYER shall notify all CHORISTERS of the results of the auditions no later than June 1st by publishing a list of individuals cast and in what roles. In the event that no suitable individual is found for a given role, EMPLOYER shall notify AGMA and CHORISTERS of dates and information as to where appointments may be made at the time a subsequent audition is set. Results of all subsequent auditions shall be published immediately after a casting determination is made.

ARTICLE 19
LEAVES OF ABSENCE

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

B. Sick and Disability Leave. CHORISTERS shall be granted sick leave or disability leave in accordance with the attendance policy set out in Article 15, paragraph A of this Agreement.

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

ARTICLE 20
RECORDING, BROADCASTING, DISTRIBUTION, LICENSING, SALE
AND USE OF PRODUCTION MATERIAL

A. EMPLOYER may make audio and video recordings, by any methods currently known or later developed, which are marked and restricted to archival and study purposes for the exclusive use of EMPLOYER for the purpose of restaging and remounting Opera Productions. CHORISTERS may have access to these archival recordings for the purpose of personal professional development. These archival tapes shall not be released for any purpose whatsoever

B. EMPLOYER may allow radio and video news or magazine programs to air a maximum of three (3) minutes of video or audio tape of CHORISTERS for publicity purposes

C. If called for a specific publicity Service, CHORISTERS shall be paid for television, radio and other appearances in publicity spots of no more than 3 minutes in length at the Chorus Ensemble pay rate specified in Article 16. For publicity spots in excess of 3 minutes, CHORISTERS shall be paid in 15 minute increments, the computation being based on the Chorus Ensemble rate per service, where a 15 minute increment is at one quarter of the Chorus Ensemble rate.

D. EMPLOYER may produce or allow to be produced for broadcast one (1) live local or one (1) tape delay local radio broadcast (in each city of origin) of each opera, provided no one else normally involved in the performance receives extra remuneration other than out-of-pocket expenses. In no event may said program be broadcast more than one time or on more than one station in Tucson, Arizona, and one time and one station in Phoenix, Arizona.

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

ARTICLE 21
PROGRESSIVE DISCIPLINE

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

B. EMPLOYER shall issue to a CHORISTER at least one verbal warning and one written warning about the alleged misconduct prior to discharging that CHORISTER, and shall notify the AGMA Delegate or, in his/her absence, the AGMA EXECUTIVE DIRECTOR, within 24 hours from the time all warnings are so issued.

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

ARTICLE 22
ARTISTIC AND GRIEVANCE ARBITRATION

A. Limitation of Action. Any grievance by a CHORISTER, the EMPLOYER or AGMA not brought to the attention of EMPLOYER or AGMA within ten (10) working days (15 days in cases of a pay dispute) after the party bringing the grievance knew or should have known of its occurrence, shall be deemed abandoned and waived.

B. Artistic Arbitration

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

2. Audition Conditions

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

(b) Prior to the arbitration audition, EMPLOYER shall state in writing the basis upon which the CHORISTER has been rejected. The arbitration audition shall be based on the reasons for rejection stated by EMPLOYER, which must be the same concerns previously expressed to the CHORISTER in the notification of a need for remedial audition required in Article 18, paragraph B 2, which notification will be provided to the Arbitration Committee.

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

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

(e) At the audition, the CHORISTER shall audition individually if EMPLOYER so requests. The CHORISTER may also audition sectionally if AGMA so requests, provided that AGMA arranges to make all or a portion of the section available without additional expense to EMPLOYER. If the CHORISTER desires to present an aria as a part of the audition, or any other musical material the CHORISTER believes to be relevant, that opportunity shall be made available.

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

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

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

1. Preliminary Steps

(a) Step One. Within ten (10) calendar days of notice by the grieving party, the grievance shall first be taken up at a meeting between the CHORISTER involved and his/her immediate supervisor or, in the case of a grievance brought by EMPLOYER, between EMPLOYER and the AGMA Delegate or Representative. The CHORISTER may have AGMA assistance. If no satisfactory settlement is reached under this step, the grievance shall progress to Step Two.

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

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

2. Arbitration

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

(b) The arbitrator selected in accordance with the above procedure shall decide the dispute and his decision shall be final and binding on EMPLOYER, AGMA, and the CHORISTER. The arbitrator shall render a decision within 30 days from the date of commencement of the hearing. The arbitrator's decision or award shall be based solely on the evidence presented to the arbitrator by the respective parties or their counsel in the presence of each other, and the arguments presented in the written briefs or oral arguments of the parties. In cases involving disciplinary action, the documentary evidence submitted by EMPLOYER should not be older than 1-1/2 years prior to the disciplinary action in question. The burden of proof in any case shall be determined by the arbitrator.

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

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

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

4. Limitations on Arbitrator Authority

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

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

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

(d) The arbitrator shall have no authority to hear more than one (1) grievance at any time unless it involves identical facts or unless the parties have otherwise agreed in writing prior to the proceeding.

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

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

ARTICLE 23
MISCELLANEOUS PROVISIONS

A. Force Majeure. It is agreed that if EMPLOYER cannot perform or rehearse because of fire, accident, strikes, riot, acts of God, war, acts of terrorism, the public enemy, or if the local police or fire authorities evacuate the premises, or for any other cause of the same general class which could not be reasonably anticipated or prevented, EMPLOYER shall notify the appropriate CHORISTERS, in writing whenever possible, and thereafter those CHORISTERS shall not be entitled to any compensation for the time during which for such reason or reasons his/her services are not rendered.

B. Term of Agreement. The term of this Agreement shall be from July 1, 2004, through June 30, 2008. If either party wishes to terminate or modify the Agreement, it shall give notice to that effect to the other not later than 60 days prior to the expiration date of the Agreement.

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

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

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

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

ARTICLE 24

PROFESSIONAL DEVELOPMENT WORKSHOPS

In order to foster a higher artistic quality through the continuing professional and artistic development of CHORISTERS, CHORISTERS and EMPLOYER shall collaborate to provide Professional Development Workshops.

A. The Advisory Committee shall plan and schedule a minimum of one (1) Workshop per Season.

B. Workshop content shall be at the sole discretion of the Advisory Committee.

C. All CHORISTERS shall be notified of and invited to all Workshops.

D. Workshop attendance by CHORISTERS shall be voluntary, and EMPLOYER shall not be obligated to compensate CHORISTERS for such attendance.

E. EMPLOYER shall provide all necessary Workshop resources including, but not limited to: rehearsal facilities, artistic directors, choreographers, guest artists, sets, costumes, props, accompanists, and language coaches.

ARTICLE 25 **SMOKE AND FOG**

The EMPLOYER shall adopt and comply with the following national policy of the American Guild of Musical Artists with regard to the use of smoke and fog effects at any facility utilized by the EMPLOYER:

A. No smoke and fog devices or effects shall be permitted to be used in any production unless each AGMA member scheduled to perform in that production shall be given two (2) weeks advance notification of the company's intention to use same,

B. No smoke or fog effects may be used in any production except for those generated by water vapor or dry ice,

C. It is understood and agreed that the foregoing language does not permit the use of steam from a boiler.

ARTICLE 26 **ADVISORY COMMITTEE**

The Advisory Committee shall consist of the AGMA Delegate or Representative, the Phoenix Vice-Steward, the Tucson Vice-Steward, and the Chorus Master, the Director of Artistic Administration and Production Manager representing the EMPLOYER.

A. The primary function of the Advisory Committee shall be to maintain open communications about problems and find mutually satisfactory solutions. The Advisory Committee shall meet at least once in conjunction with each production. In addition the Advisory Committee shall meet at the end of the Opera Season to review and audit the Core Chorus list before offers are made to CHORISTERS for the following season. The EMPLOYER will furnish all CHORISTER records to include performance history and CHORISTER availability history to assist in this audit. The rehearsal/performance schedule for the following season shall also be reviewed at that meeting prior to release to the CHORISTERS during the offering period.

B. Any three members of the Advisory Committee may call additional meetings as necessary to discuss specific problems, which meeting shall be attended by all available members of the Advisory Committee.

DATED this _____ day of _____ 2004.

AMERICAN GUILD OF
MUSICAL ARTISTS, INC.

Linda Mays, President

DATED this _____ day of _____ 2004.

THE ARIZONA OPERA COMPANY

Joel Revzen, General Director
