

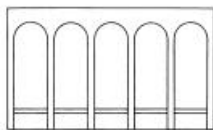
Agreement between

The Metropolitan Opera

and

American Guild of Musical Artists
(AGMA)

2001 - 2006



**AGREEMENT BETWEEN METROPOLITAN OPERA AND A.G.M.A.
2001-2006**

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THE METROPOLITAN OPERA - AGMA

BASIC AGREEMENT

AGREEMENT made as of the 1st day of August, 2001, by and between AMERICAN GUILD OF MUSICAL ARTISTS, INC. ("AGMA"), having its principal office at 1430 Broadway, 14th floor, New York, New York, and THE METROPOLITAN OPERA ("The Met"), having its principal place of business at The Metropolitan Opera House, Lincoln Center, New York, New York.

In consideration of the mutual covenants and obligations herein contained, the parties agree as follows:

SECTION ONE

FIRST: COVERAGE

A. INCLUSIONS

1. The Met hereby recognizes AGMA as the exclusive collective bargaining agent for, and this BASIC AGREEMENT (hereinafter "AGREEMENT") shall cover, all "ARTISTS" engaged by The Met solely in connection with the performance by ARTISTS of services rendered in the preparation of, or in connection with the giving of, live performances by ARTISTS for paying audiences in theaters in which such performances are given, and, in addition, any recording or reproduction by mechanical, electronic or other means of such performances. This AGREEMENT does not cover any group of ARTISTS engaged by The Met which performs independently of the regular Metropolitan Opera Company.

2. The term "ARTISTS" shall mean and shall include the following:

- (a) Solo Singers
- (b) Stage Directors, Staff Stage Directors and Assistant Stage Directors
- (c) Stage Managers and Assistant Stage Managers (any of the foregoing being sometimes herein referred to as PRINCIPALS)
- (d) Choristers (all members of The Met's Chorus, including extra Choristers)
- (e) Dancers (all members of The Met's Corps de Ballet, including extra Dancers)
- (f) Principal Dancers (dancers engaged exclusively for solo dancing roles)
- (g) Choreographers

3. AGMA warrants and The Met acknowledges that AGMA represents, for collective bargaining purposes, a majority of ARTISTS.

B. EXCLUSIONS

Notwithstanding anything contained in Paragraph A, AGMA acknowledges the right of The Met to engage child choristers for choral parts which the composer has indicated are to be sung by children. Such child choristers are excluded from the coverage of this AGREEMENT.

SECOND: UNION SECURITY AND UNION VISITATION

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

"The Met shall employ and maintain in its employment only such persons covered by this AGREEMENT as are members of AGMA in good standing or as shall make application for membership on the thirtieth (30th) day following the beginning of employment hereunder or the date of execution of this AGREEMENT, whichever is the later, and thereafter maintain such membership in good standing as a condition of employment."

In the event said Act is repealed or amended so as to permit a stricter union security clause, the above provision shall be deemed amended accordingly. The provisions of this paragraph are subject to said Act.

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

C. Any officer or other duly authorized representative of AGMA shall be admitted at all reasonable times to the premises of The Met or such other place where the Company is working, for the purpose of conducting official business of AGMA, and The Met will cooperate with such representative in connection therewith.

THIRD: QUALIFICATIONS OF EMPLOYMENT AND ANTI-DISCRIMINATION

A. Subject to the provisions of this AGREEMENT, The Met acknowledges that ARTISTS' obligations to it under any contract or otherwise are subject to ARTISTS' prior obligations under the Constitution, By-Laws, rules and regulations of AGMA now in force or as the same may be amended from time to time, and The Met agrees that its obligations hereunder and pursuant to individual contracts of employment with ARTISTS are subject to such prior obligations. AGMA agrees that nothing contained in said Constitution, By-Laws, rules and regulations now in force or as the same may be amended from time to time shall affect the rights of The Met as set forth in this AGREEMENT.

B. AGMA recognizes that The Met shall have the sole right, except as otherwise provided, to determine the artistic qualifications of ARTISTS, now or hereafter employed by it, and the right to employ or to continue to employ such ARTISTS, and that the number of ARTISTS deemed necessary by it for the production of operatic performances shall be determined by The Met.

C. The Met will not discriminate against any AGMA member because of such member's activities on behalf of AGMA, nor shall it discriminate against any ARTIST based on ARTIST's race, color, age, sex, sexual orientation, national origin, marital status, citizenship, religion, disability, military status, creed or any other trait or characteristic protected by law. No ARTIST will be required to appear in any theater or other place of performance which discriminates in any manner against an ARTIST or patron on the basis of the aforementioned criteria. Nothing herein, however, shall require The Met to employ any ARTIST who is not legally authorized to be in or work in the United States.

FOURTH: SUPERVISORY PERSONNEL

AGMA acknowledges that Stage Directors, Staff Stage Directors, Assistant Stage Directors, Stage Managers, Assistant Stage Managers and Choreographers are representatives of The Met in the carrying out of their supervisory and executive duties (as distinguished from their artistic services) for The Met

ARTICLE FOURTH (Cont'd)

with respect to other ARTISTS. Accordingly, AGMA agrees not to censure or take any disciplinary action against such ARTISTS, or subject them to any intra-union hearings, by reason of any statement or action made or taken in connection with the carrying out of such supervisory and executive duties for The Met. Any claim or dispute or alleged Grievance by any ARTIST or ARTISTS or AGMA against such ARTISTS by reason of any statement or action whatsoever made or taken by such ARTISTS in connection with the performance by such ARTISTS of their supervisory and executive work for The Met, shall be subject exclusively to the Grievance and Arbitration Procedures set forth in Articles ELEVENTH and TWELFTH of this SECTION ONE in the same manner as an "arbitrable grievance" asserted against The Met. Nothing contained herein shall prevent AGMA from its right of censure or other disciplinary action against such ARTISTS in the event that AGMA claims that the manner in which any such ARTIST carries out his/her supervisory and executive duties for The Met is improper, provided, that The Met in such case shall have the right (i) to demand that any proposed action by AGMA against such an ARTIST be subjected to Grievance and Arbitration Procedures and (ii) in such event, such action by AGMA shall be held in abeyance pending determination of the Grievance and/or Arbitration Procedures.

FIFTH: ARTISTS' CONTRACTS

A. All contracts or agreements by The Met with ARTISTS shall be in the respective forms annexed hereto as:

- Exhibit A1 - PRINCIPALS CONTRACT (Per Performance)
- Exhibit A2 - PRINCIPALS CONTRACT (Weekly)
- Exhibit A3 - PRINCIPALS CONTRACT (Plan)
- Exhibit A4 - PRINCIPALS CONTRACT (Standard Contractor's Agreement)
- Exhibit B - DANCERS CONTRACT
- Exhibit C - CHORISTERS CONTRACT

which forms (hereinafter referred to as "STANDARD FORM CONTRACT") have been agreed to between The Met and AGMA. Said form shall be executed in triplicate original: one copy for the ARTIST, one for The Met and one to be delivered to AGMA by The Met not later than seven (7) days after the signing of the contract. AGMA's original of the contract shall be kept confidential and shall be available only (1) to the Executive Director or other officer having an equivalent position, or (2) when a dispute arises under the contract.

B. The minimum terms and conditions governing employment of ARTISTS by The Met are contained herein and The Met shall not enter into any contract with or employ any ARTIST upon terms and conditions less favorable to the ARTIST than those contained herein. No STANDARD FORM CONTRACT containing any additions or modifications shall be binding upon ARTIST or The Met unless the same has been approved by AGMA. The Met shall not request any ARTIST to waive any provisions of this AGREEMENT or of a STANDARD FORM CONTRACT unless such request has first been submitted to AGMA in writing and has been approved by AGMA and in the event any such addition or modification constitutes a waiver of the provision of this AGREEMENT or STANDARD FORM CONTRACT, the same shall be deemed null and void at the option of AGMA or ARTIST unless The Met has complied with the provisions of this Paragraph B. Nothing contained in this Paragraph B shall require approval by AGMA of a written agreement entered into between The Met and any PRINCIPAL terminating such contract. A copy of any such termination agreement shall be sent to AGMA.

C. A copy of any executed STANDARD FORM CONTRACT (and any addition to or modification thereto) or any waiver request pursuant to Paragraph B shall be deemed approved by AGMA if delivered by The Met to AGMA and if within fourteen (14) days thereafter (excluding Saturdays and Sundays) AGMA shall not have returned said copy marked "Disapproved", with reason for the disapproval set forth.

D. Nothing contained herein shall prevent ARTISTS from negotiating terms and conditions better than those provided in this AGREEMENT or in the applicable STANDARD FORM CONTRACT and with respect to such terms and conditions, the provisions of Paragraphs A, B and C shall not be applicable.

ARTICLE FIFTH (Cont'd)

E. Any agreement (including options) relating to the employment of any ARTIST by The Met shall be null and void and of no effect unless it is executed by ARTIST and The Met on a STANDARD FORM CONTRACT, provided, however, that any written agreement between The Met and any PRINCIPAL shall be binding to the full extent provided by law, provided:

1. Nothing contained therein shall be in contradiction of any provision of the AGREEMENT or of the STANDARD PRINCIPALS CONTRACT in effect at the time of execution thereof;

2. Such agreement shall contain a provision that its terms shall be incorporated in the STANDARD PRINCIPALS CONTRACT and that it shall be subject to the provisions of the AGREEMENT in effect for the year to which such agreement pertains, and

3. Such agreement shall be filed with AGMA in accordance with Paragraph A.

4. The Met shall not be entitled to enforce such agreement unless it tenders to PRINCIPALS a STANDARD PRINCIPALS CONTRACT, in accordance with the terms of such agreement, prior to the date when PRINCIPALS' services are to begin. Any such agreement made during the term of this AGREEMENT shall be enforceable against either PRINCIPALS or The Met only to the extent as would an agreement made on the STANDARD PRINCIPALS CONTRACT form at the same time.

F. Any ARTIST presently under contract with The Met shall receive the benefits of this AGREEMENT commencing as of August 1, 2001, and all provisions of existing contracts with ARTISTS less favorable to ARTIST than the terms of this AGREEMENT are hereby modified to the extent required to conform with this AGREEMENT. To the extent that ARTIST enjoys better conditions than those provided for herein, The Met shall maintain such conditions.

G. No STANDARD FORM CONTRACT may be assigned or transferred except to a third party which, by reason of merger, consolidation, reorganization, sale, assignment, transfer or the like, shall succeed to the business of The Met.

SIXTH: TRANSPORTATION

A. Whenever performances are held by The Met outside the City of New York, The Met shall (in addition to ARTIST'S compensation) provide, at its own expense, all ARTIST'S transportation by railroad and/or air both to such point and return. Except in the case of Philadelphia, or any other city within one hundred (100) miles from the City of New York, if such transportation takes place between the hours of midnight and 8:00 a.m., The Met shall furnish an individual Pullman sleeping berth and/or air accommodation for ARTIST, or in lieu thereof, the difference between the railroad fare actually paid by The Met for ARTIST and the cost of such individual sleeping berth. The Met shall also provide at no cost to ARTIST flight insurance in the amount of one hundred thousand (\$100,000) dollars, when The Met requires ARTIST to use air transportation.

B. In all instances in which The Met furnishes transportation pursuant to Paragraph A, ARTIST shall use such transportation unless The Met shall give its written consent to an alternate mode of transportation. If ARTIST shall use transportation different from that furnished or consented to by The Met, then the failure of ARTIST to appear in a rehearsal or performance as scheduled by reason of any failure or delay caused by such unauthorized transportation shall not be considered a case of force majeure, and ARTIST shall be deemed in breach of his/her contract.

C. The Met shall not oblige any ARTIST to leave the City of New York for work outside said city unless The Met provides the transportation referred to in Paragraph A required in connection with ARTIST'S services outside the City of New York, including return transportation thereto.

SEVENTH: PAYMENTS

A. All ARTISTS shall be paid by The Met on or before Thursday of the week following the week in which such payment is earned, except that PRINCIPALS engaged on a "per performance" basis shall be paid within twenty-four (24) hours following each such performance.

B. All payments required to be made by The Met to ARTISTS shall be made in legal tender of the United States, irrespective of whether or not any performances are rendered outside of the United States. All ARTISTS may be paid in cash or check provided:

1. While on tour, Choristers and Dancers, and such PRINCIPALS who shall give written notice not less than one week prior to the tour to The Met of their election, shall receive their full per diem and not less than one hundred dollars (\$100) of their weekly road compensation in legal tender and the balance by check.

EIGHTH: DEDUCTIONS FROM COMPENSATION, FEES, COMMISSIONS, ETC.

A. The Met agrees that it will deduct (check-off) from the gross compensation earned and to be earned by each ARTIST covered under this AGREEMENT, for whom there shall be filed with The Met a written assignment in accordance with Section 302 of the Labor Management Relations Act, 1947, the applicable "Working Dues" as certified by AGMA to be then in effect. For purposes of such deduction, travel expenses, meal money, per diem (to the extent provided for in this AGREEMENT), and any compensation earned under the jurisdiction of any union other than AGMA shall not be considered a part of "gross compensation" and shall not be subject to such deduction. The Met shall commence making such deductions with the first wage payment to be made to such ARTIST following the date of the filing of his/her said written assignment, and such deductions shall continue thereafter with respect to each and every subsequent wage payment to be made to each such ARTIST during the effective term of said written assignment.

On or before the fifteenth (15th) of each month, The Met shall remit to AGMA, by check drawn to the order of American Guild of Musical Artists, the total amount of all deductions made during the said period for all such ARTISTS. At the time of such remittance, and together therewith, The Met shall also furnish to AGMA a record certifying the names, Social Security numbers and total wages and deduction for the pay period of the ARTISTS on whose account such deductions were made. The Met will not be liable for failure to make a deduction or deductions; however, The Met will use reasonable care in making deductions.

The Met agrees that a written assignment in the following form (which may be contained in the ARTIST's individual contract with The Met) will be acceptable for the purpose of this Paragraph:

"[Principal/Chorister/Dancer] hereby authorizes and directs The Met to deduct from his/her wages/pay any dues payable by him/her to AGMA as AGMA may instruct The Met. This authorization and direction is irrevocable for a period of one year from the date hereof or for the period of the current collective bargaining agreement in effect between AGMA and The Met, whichever is sooner. Thereafter, this authorization and direction shall be automatically renewed and irrevocable for each successive one-year period or until termination of the then current collective bargaining agreement, whichever is sooner, unless revoked by [Principal/Dancer/Chorister] by sending written notice that he/she wishes to revoke all or part of it to AGMA and The Met by registered mail. To be effective, such notice of revocation must be sent not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of the collective bargaining agreement or the then current one-year period, whichever is sooner. Any such revocation shall become effective the first day of the calendar month following its receipt by The Met."

In the event any ARTIST shall assert a claim against The Met arising out of any check-off of monies which have been remitted to AGMA, and provided The Met has promptly notified AGMA of such claim, AGMA shall defend such claim on behalf of The Met as if such claim were asserted against AGMA, at no expense to The Met (whether or not such claim is also asserted against AGMA), and shall indemnify and hold The Met harmless with respect to any judgment or award which may be rendered against The Met as a result of such claim.

ARTICLE EIGHTH (Cont'd)

B. Provided ARTIST shall have previously so authorized in writing pursuant to Paragraph A above, The Met agrees that, upon the written request of AGMA, delinquent dues and initiation fees payable to AGMA shall be deducted from the compensation of ARTIST and paid by The Met to AGMA.

C. No deduction other than as provided in Paragraph A or B shall be made from the compensation of ARTIST except taxes or withholdings as provided by law, or reimbursement to The Met for advances to ARTIST or for an agreed indebtedness (without interest) to The Met for materials or cost of services furnished to ARTIST by The Met at ARTIST'S written request.

D. The Met agrees that no contributions for its maintenance or its operating funds will be solicited as a condition of employment from any ARTIST unless the written consent of AGMA shall have first been obtained.

E. No person who either:

1. Occupies a paid supervisory or a paid executive position with The Met, or
2. Receives compensation from The Met and participates in the engaging, casting or discharging of ARTISTS, or

3. Occupies a paid supervisory or a paid executive position with AGMA shall

(a) be permitted to act as a manager, agent, or personal representative of any ARTIST in the employ of The Met, or

(b) receive any fee, commission or other consideration of any kind for services of such character from any ARTIST in the employ of The Met, or

(c) if such person occupies a paid supervisory or paid executive position with AGMA, be permitted to remain in the employ of The Met.

NINTH: SOCIAL SECURITY, UNEMPLOYMENT INSURANCE AND WORKER'S COMPENSATION

So long as and to the extent permitted by law, The Met shall make the payments required to be made by it to maintain New York State Unemployment Insurance benefits, Federal Social Security benefits and Workers' Compensation coverage for all ARTISTS in conjunction with the performance by them of services for The Met.

TENTH: AUDIO-VISUAL MEDIA

The Met shall have no right to record, film, or reproduce by mechanical, electronic, or other means, any ARTIST'S performance covered by this AGREEMENT, except as hereinafter provided:

A. **RADIO BROADCASTS:** The Met shall have the right to broadcast any performance covered by this AGREEMENT over any radio broadcasting station or network, provided that The Met shall pay the applicable rate to ARTISTS as set forth in the then-current AFTRA/The Metropolitan Opera Audio-Visual Agreement (hereinafter called the "A-V/Radio Agreement"), and that The Met shall comply with all other terms and conditions of the A-V/Radio Agreement in the production, broadcasting, and subsequent use of such radio broadcasts. The A-V/Radio Agreement is made a part hereof. A copy of the A-V/Radio Agreement shall be provided on an as needed basis to the Union and its members.

B. **HISTORIC BROADCAST RECORDINGS:** The Met shall have the right to issue Historic Broadcast Recordings of any prior Metropolitan Opera broadcast tapes, provided, however, that such recordings are issued in compliance with the A-V/Radio Agreement. The Met must obtain agreement and releases from the individual ARTISTS involved in any such recordings.

ARTICLE TENTH (Cont'd)

C. **AUDIO/VISUAL MATERIAL:** The Met shall have the right to create audio-visual programs from any performance covered by this AGREEMENT, provided that The Met shall pay the applicable rate to ARTISTS as set forth in the then-current A-V/Radio Agreement, and that The Met shall comply with all other terms and conditions of such agreement in the production, release, and subsequent use of such audio-visual programs.

D. **VIDEO-TAPING DRESS REHEARSALS:** For archival purposes only, The Met shall have the right to make video-tapes of final dress rehearsals and such tapes shall be marked in a manner satisfactory to AGMA, AFTRA and The Met so that such tapes shall be non-feasible for commercial use.

ELEVENTH: GRIEVANCE PROCEDURE

A. **DEFINITION:** A "Grievance" shall mean:

1. Any claim or dispute which may be the subject of an arbitration pursuant to the provisions of Article TWELFTH of this SECTION ONE (hereinafter sometimes referred to as an "Arbitrable Grievance"); or

2. Any claimed grievance of any ARTIST or ARTISTS or of AGMA against The Met or by The Met against AGMA, or any ARTIST or ARTISTS arising out of, or relating to, any condition of employment of such ARTIST or ARTISTS whether or not the same shall be included in subparagraph 1 above.

B. **PROCEDURE:** It is the intention of both parties that an orderly procedure for the handling of all Grievances be established. Unless AGMA and The Met shall agree to waive the Grievance Procedure, no Arbitrable Grievance shall be arbitrated without first having been made the subject of the Grievance Procedure provided in this Article. To this end, AGMA and The Met further agree:

1. Any grievance shall be promptly submitted to a Grievance Committee consisting of representatives designated by The Met and by AGMA. If the grievance cannot be resolved within thirty (30) days after submission to the Grievance Committee, either party shall have the right to submit the dispute to arbitration in accordance with the provisions of Article TWELFTH.

(a) No grievance shall be submitted to the Grievance Committee unless and until an appropriate delegate of AGMA has fully investigated the circumstances of the grievance, evaluated its merits and shall have attempted to resolve the grievance with appropriate representatives of The Met. The Grievance Committee shall have no power to amend or modify the provisions of this AGREEMENT or of any STANDARD FORM CONTRACT or to bind either The Met or AGMA.

2. Notwithstanding anything herein contained, it is agreed that the procedure herein outlined is not intended to prevent the prior utilization of other informal methods of settling any Grievance; nor shall the provisions of this article be deemed to prevent any ARTIST from discussing ARTIST's individual Grievance with The Met, nor from taking any matter to arbitration after consideration of the Grievance by the Grievance Committee.

C. This Article shall not apply to the discontinuance by The Met of a Chorister or the non-reengagement by The Met of a Dancer, in which instances the procedures set forth in SECTION THREE, Article NINTH, and SECTION FOUR, Article NINTH, shall govern exclusively.

TWELFTH: ARBITRATION

A. Every contract entered into between The Met and any ARTIST during the term of this AGREEMENT shall be deemed to contain the following provisions:

"Any dispute as to the interpretation, application, or alleged violation or breach of this contract shall be determined by arbitration before a single arbitrator, subject, however, to the prior requirements of Article ELEVENTH (Grievance Procedure) of this AGREEMENT, in accordance with the Voluntary Labor Arbitration rules, then obtaining, of the American Arbitration Association subject, however, to the following procedures:

"1. An arbitration may be instituted by either party (hereinafter referred to as the 'initiating party') by serving a written demand (herein referred to as the 'Demand') therefore upon the other party and upon the American Arbitration Association. Such Demand shall set forth, clearly and concisely:

- (a) The question or questions at issue.
- (b) The specific provisions of the contract which it is claimed govern the determination of the issues to be arbitrated.
- (c) The contentions of the party demanding arbitration with respect to the issues to be arbitrated.
- (d) The relief sought on the arbitration.

Such demand shall be delivered by the initiating party to the other party and, if delivered to The Met, to the attention of its General Counsel; if delivered to AGMA, to the attention of its Executive Director.

"2. Within twenty (20) days after receipt by the other party (hereinafter referred to as the 'responding party') of the Demand, the responding party shall serve its written Answer thereto upon the initiating party and upon the American Arbitration Association. Such Answer shall set forth the same matters as are required for the Demand. In the event that the responding party shall challenge the arbitrability of any issue or issues set forth in the Demand, the question of arbitrability shall be determined in the manner prescribed by Article 75 of the Civil Practice Law and Rules of the State of New York.

"3. The award of the arbitrator shall be binding upon all parties to the arbitration and judgment upon such award may be entered by any such party in the highest court of a forum, state or federal, having jurisdiction.

"4. AGMA may appear as amicus curiae in any such arbitration with all rights of a party thereto and agrees to aid the enforcement of any award or awards against its members by appropriate disciplinary action.

"5. Notwithstanding anything in this paragraph contained, either party to this contract shall be entitled to seek injunctive relief in any appropriate court for any breach of this contract for which such relief would be available absent the provisions of this paragraph."

B. Any dispute as to the interpretation, application or alleged violation or breach of this AGREEMENT shall be determined in the same manner as provided in Paragraph A above.

C. The members of AGMA collectively shall not refuse to carry out the terms of this AGREEMENT or the terms of their employment agreements with The Met, nor will they collectively participate in strikes, walkouts, picketing, stoppage of work, retarding of work or boycott, whether primary or secondary, or any other interference of whatsoever nature with the conduct or operation of The Met's business except in the event that The Met shall fail to comply with Article ELEVENTH, or with Paragraph A or B of this Article, or any confirmed award rendered in accordance therewith, or with Paragraph D of this Article.

D. The Met agrees during the term of this AGREEMENT that it will not discriminate against AGMA or its members nor shall it lock out members of AGMA except in the event that AGMA fails to comply with Article ELEVENTH, or with Paragraph A or B hereof or any confirmed award rendered in accordance therewith, or with Paragraph C of this Article.

ARTICLE TWELFTH (Cont'd)

E. Nothing contained in this AGREEMENT shall be deemed to derogate from The Met's right to terminate any ARTIST's employment by reason of the failure of ARTIST to fulfill ARTIST's obligations under ARTIST's contract or under this AGREEMENT, it being understood, however:

1. that The Met will notify AGMA immediately of any such termination of employment and the specific grounds therefore, and
2. that AGMA and/or the ARTIST shall have the right to arbitrate the propriety of said dismissal as provided in Paragraphs A and B hereof, provided that Demand therefore is filed not more than three (3) weeks after the date of said dismissal and shall be served upon The Met, and
3. that in the event that the arbitrator shall find such dismissal unjustified, he/she shall be entitled to make such award as he/she shall deem fit, including, without limitation, the reinstatement to his/her prior position of ARTIST with pay retroactive to the date of dismissal.

F. The provisions of this Article shall not apply to the discontinuance of any Chorister pursuant to SECTION THREE, Article NINTH, or to the non-reengagement of any Dancer pursuant to SECTION FOUR, Article NINTH, the provisions of which shall apply and are not subject to arbitration.

G. If with respect to any demand for arbitration made by AGMA under this AGREEMENT, The Met takes the position that AGMA has failed to fulfill any time limitation set forth in any provision of this AGREEMENT (SECTIONS ONE, TWO, THREE and/or FOUR) and that, therefore, AGMA has waived its rights and no arbitration can be allowed, and if The Met nevertheless must participate in such an arbitration, AGMA shall pay all costs and expenses, including attorney's fees, incurred by The Met in connection with such arbitration if The Met is the prevailing party.

THIRTEENTH: METROPOLITAN OPERA ASSOCIATION RETIREMENT PLAN

A. The provisions of the Metropolitan Opera Association Retirement Plan, as amended, and the Metropolitan Opera Corps de Ballet Savings Plan are incorporated herein with the same force and effect as though fully set forth. Copies of such Plans shall be provided by The Met upon request. Each such Plan shall be funded under a Trust agreement and a copy of each such Trust agreement shall be provided by The Met upon request. The provisions of such Trust agreements are also incorporated herein with the same force and effect as though fully set forth.

B. The parties agree to provide for the opportunity for them to discuss in 2003 the possibility of changing the pension year to the highest of the years 1996-97, 1997-98, or 1998-99. If such discussions in 2003 do not result in a change of the pension year to 1996-97, 1997-98, or 1998-99, one percent (1%) shall be added to the wage rates for the first and second years and retroactive payments of those amounts made, and the wage rate in the fourth year shall be four percent (4%) rather than three percent (3%). The rates affected by such adjustments shall be the same as those affected by the COLA provisions in SECTION TWO, Article FIFTH, F.; SECTION THREE, Article THIRD, B.; and SECTION FOUR, Article THIRD B. Such rates shall be recalculated to reflect a change in the percentage increase over the prior year from 3% to 4%.

C. The Met agrees that if, as a result of collective bargaining with Local 802 of the American Federation of Musicians, Associated Musicians of Greater New York, the members of Local 802 receive an increase in pension contributions to be made by The Met at any time prior to July 31, 2006, The Met will offer to Artists covered by pension under this AGREEMENT a proportionally and temporally equal increase. AGMA acknowledges that the foregoing commitments by The Met are not intended to and should not be construed as an intention or commitment to necessarily provide any pension increase at all to either Local 802 members or to Artists covered by this AGREEMENT.

ARTICLE THIRTEENTH (Cont'd)

D. PENSION FUND CONCERT

- (a) The Met shall have the right, each year, to schedule a Pension Fund Concert (which may take place on a Sunday and shall be in addition to Sunday Concerts as provided for in SECTION THREE, Article SEVENTH (A)(2). PRINCIPALS who are members of the Plan and CHORISTERS shall rehearse and perform without compensation. The concert performance shall be no more than two and one-half (2-1/2) hours in duration, with a rehearsal not to exceed two and one-half (2-1/2) hours. The foregoing shall be contingent upon a similar contribution of services by other groups in the House who are covered by the Metropolitan Opera Association Retirement Plan and an equitable allocation of funds to the cost of the Plan.
- (b) Performance overtime shall be paid to Stage Directors and Stage Managers who work during a Pension Fund Concert, for time worked in excess of two and one-half (2-1/2) hours. Such overtime shall be paid at a rate of one and one-half (1-1/2) times the applicable hourly performance rate, paid in half-hour segments.

E. At least one member of the Committee of the Retirement Plan shall be an officer or other duly authorized representative of AGMA to be designated by AGMA.

F. Any PRINCIPAL engaged on a per performance basis who renders services for ten (10) or more performances in any season, and who receives the per performance rate specified in SECTION TWO, Article SIXTEENTH (A)(2) or less, shall have the right to elect to be covered by the Retirement Plan in lieu of the severance provided for in SECTION TWO, Article SIXTEENTH, provided such PRINCIPAL gives notice to The Met in writing of election to be covered by the Retirement Plan in lieu of severance. Such coverage shall commence on the date such written notice is received by The Met, but in no event prior to July 1, 1962.

FOURTEENTH: EXPANDED NEW YORK SEASON

If a mid-season "dark" week is scheduled for the 2004-2005 and 2005-2006 seasons, plan artists, staff stage directors, staff stage managers, assistant staff stage managers, and members of the regular Chorus and Corps de Ballet shall have that week off with pay. However, if the presence of plan artists, stage directors, stage managers, and/or assistant stage managers is required for technical, new commission, or other rehearsals of a similar nature, they shall work but be afforded a different week off during the season.

FIFTEENTH: MATERNITY LEAVE

A plan artist, staff stage director, staff stage manager, assistant staff stage manager, or member of the regular Chorus or regular Corps de Ballet who gives birth shall be entitled to eight (8) weeks paid maternity leave in addition to any unused earned vacation that year. Sick leave may be taken upon expiration of such maternity leave if disability is present, subject to the provisions on Sick Leave in SECTIONS TWO, THREE or FOUR, as respectively applicable, of this AGREEMENT.

SIXTEENTH: FORCE MAJEURE

A. This AGREEMENT and every contract entered into between The Met and any ARTIST shall be deemed to contain the following provisions:

"It is agreed that if by reason of fire, accident, strike, lockout, or collective refusal to work by members of any union employed by The Met, riot, Act of God, epidemic, war, government regulations, revolution, rebellion, terrorist acts, the public enemy, or by reason of any other cause of the same general class, The Met is unable to conduct, or shall find itself compelled to cancel, its scheduled rehearsals or performances or any of them (the foregoing being referred to as a 'condition of force majeure'), The Met may notify ARTIST thereof, in writing, and

ARTICLE SIXTEENTH, A. (Cont'd)

thereafter ARTIST (whether engaged on a weekly or per performance basis) shall not be entitled to compensation during the period of said condition of force majeure. The parties hereto expressly acknowledge that a lockout shall be a condition of force majeure. Should such a condition of force majeure continue for a period of ten (10) days or more after such notice to the ARTIST, either party may, during said period of continuance, terminate this CONTRACT. The foregoing shall apply to any contract whether or not ARTIST's services thereunder have commenced at the time of the condition of force majeure. In the event of such termination, The Met will pay for all services rendered prior to the aforesaid condition of force majeure and transportation back to New York City in the event that the Company is out of town at the time."

B. In the event that any scheduled performance or rehearsal during off-season is required to be canceled by reason of rain, such scheduled performance or rehearsal may be canceled without any payment or credit therefor provided proper notice of cancellation is given by appropriate means to ARTIST no later than two (2) hours prior to the scheduled commencement time of such performance or rehearsal. Announcement over a local radio station or, when out of town, its equivalent is to be deemed timely notice. In the event of cancellation, the performance or rehearsal canceled may be re-scheduled on any of the three (3) subsequent days, Sunday included.

SEVENTEENTH: SUPPLEMENTARY BENEFITS

A. In addition to the guarantee of employment specified in SECTIONS TWO, THREE, and FOUR, each Plan Artist, steady extra Chorister, and regular Dancer (hereinafter collectively referred to as "ARTIST" or "ARTISTS") agrees to be available to The Met for an additional number of weeks of employment as also specified in SECTION TWO, Article THIRD (A) (2); SECTION THREE, Articles FOURTH (C) and SIXTH (C); and SECTION FOUR, Article FOURTH (B); respectively.

1. During such additional weeks such ARTIST shall perform for The Met if requested, whether on tour or otherwise, provided ARTIST receives reasonable notice (60 days) of such employment and provided that such employment is for a minimum of one (1) week. In no event shall an ARTIST be entitled to a supplementary benefit if The Met is able to provide additional employment.

B. If The Met shall not require the services of such ARTIST during all or a portion of such additional weeks, ARTIST shall not be deemed to be employed by The Met and shall have the right to obtain other employment, however, in such event, The Met shall pay each eligible ARTIST a supplementary benefit in an amount equal to fifty (50%) percent of such ARTIST's then-current weekly salary (i.e., the applicable basic weekly compensation plus overscale, if any, in effect during the period for which such benefit is claimed) subject to the provisions of Paragraphs C (1), (2), (3), and (4) below.

C. The purpose of this supplementary benefit program is to assist an ARTIST who has actually lost employment due to The Met's shortened season and it is expected that ARTISTS who have in the past regularly requested releases for outside employment shall continue such outside employment. The Met shall use its best efforts to obtain employment for ARTISTS during such additional weeks including additional pre-season rehearsal employment. An ARTIST shall be eligible for such supplementary benefit only upon the following conditions:

1. Subject to the provisions of subparagraph 2, The Met shall be credited with all outside earnings, if any, received by ARTIST during any period for which a supplementary benefit is claimed. In computing the benefit, all such earnings shall be deducted from the amount of such ARTIST's then-current weekly salary and The Met shall then pay fifty (50%) percent of the balance, i.e., if an ARTIST's weekly salary is \$1500 and ARTIST's outside earnings during the period for which such benefit is claimed are \$1300, then the supplementary benefit shall be fifty (50%) percent of \$200, or \$100. In no event shall any ARTIST be entitled to a benefit if said ARTIST's cumulative outside earnings during the week or weeks for which benefits are claimed are equal to or greater than the amount of ARTIST's total weekly salary during such week or weeks.

2. ARTIST shall report all outside earnings in the manner specified in subparagraph 4, but shall not be required to report compensation received for private teaching. In addition, The Met shall not be entitled to a credit for outside earnings received by such ARTIST during the week or weeks for which a benefit is claimed

ARTICLE SEVENTEENTH (Cont'd)

provided ARTIST can prove to the reasonable satisfaction of The Met that (i) ARTIST had regularly obtained such outside employment during comparable weeks in previous years and (ii) such outside employment does not consist of new employment which ARTIST had not taken, on a regular basis, in prior years. In the event of any dispute, ARTIST shall furnish to The Met such records as may be reasonably necessary to show a pattern of such prior employment and if ARTIST shall establish such pattern, then The Met shall be required to demonstrate that it is entitled to a credit for such outside employment.

3. An ARTIST who is not available for employment by The Met during such additional weeks shall not be entitled to a supplementary benefit during any week such ARTIST is not available.

4. Any ARTIST who claims entitlement to a supplementary benefit shall prepare and furnish The Met with a signed application on a form to be furnished by The Met. Such form shall include a representation and warranty by ARTIST that during any week or weeks for which such benefit is claimed ARTIST was unemployed or, if employed, the name of the employer or employers and total compensation received from outside employment, including the outside employment referred to in subparagraph 2, above. An ARTIST shall not be required to report compensation received for private teaching. A willful misstatement by an ARTIST regarding eligibility for a benefit, including failure to disclose outside employment or the amount of total compensation received therefrom shall constitute grounds for immediate discharge, subject to the Grievance and Arbitration Procedures specified in Articles ELEVENTH and TWELFTH of this SECTION ONE.

EIGHTEENTH: TERM OF AGREEMENT

A. The term of this AGREEMENT shall commence August 1, 2001, and shall terminate at midnight, July 31, 2006, provided that all contracts with ARTISTS which expire after July 31, 2006, shall, for the balance of the term thereof, be deemed subject to such new agreement as may be entered into by AGMA and The Met for the next and succeeding years.

B. If The Met and AGMA shall fail to enter into contractual relations on or before July 31, 2006, then all contracts made by The Met with ARTISTS, whether made before or after such date, may, not less than thirty (30) days after such date, be terminated by The Met, ARTIST, or AGMA; provided that at the time of the giving of notice of such termination there is no collective bargaining agreement between AGMA and The Met.

NINETEENTH: NOTICE

A. Any notice, consent, or approval to be given by either of the parties hereto to the other shall be in writing, and shall be deemed sufficiently given if the same is sent by mail in a postpaid wrapper addressed to the party for whom it is intended at its address hereinabove set forth.

B. Any notice, consent, or approval to be furnished by The Met to any ARTIST under the provisions of this AGREEMENT, or under the provisions of any STANDARD FORM CONTRACT, shall, unless other provision is specifically made with respect thereto, be deemed sufficiently given, if given in one of the following ways:

1. If sent in writing in a postpaid wrapper or by telegram or cable addressed (a) to ARTIST at the last address furnished in writing by ARTIST to The Met, or (b) to ARTIST's agent, provided written notice is also sent to ARTIST.

2. If delivered in writing personally to ARTIST or in the case of a Chorister or Dancer, if personally delivered in writing to the AGMA delegate of the Chorus or Corps de Ballet respectively.

TWENTIETH: MISCELLANEOUS

A. This AGREEMENT:

1. Shall be binding upon and shall insure to the benefit of AGMA and The Met and of any party who may succeed to the business of either of them by reason of merger, consolidation, reorganization, sale, assignment, transfer or the like;

2. Shall be interpreted in accordance with and governed by the procedural and substantive laws of the State of New York;

3. Shall not be modified except in a writing executed by the duly authorized representatives of both parties hereto.

B. The Met agrees that any subsidiary or wholly controlled affiliated company will negotiate in good faith with AGMA with a view to arriving at a Collective Bargaining Agreement with respect to the matters referred to in Article FIRST (A) (1) of this SECTION ONE: provided that it is engaged in giving live performances of opera in the United States; and that AGMA has jurisdiction over the kind of opera so to be produced.

C. The Met will post security in form acceptable to AGMA in the amount of Fifteen Thousand (\$15,000.00) dollars for the fulfillment of its obligations under this AGREEMENT.

D. AGMA agrees that it will submit to The Met its demands for the next proposed collective bargaining agreement not later than February 15, 2006. The Met agrees that it will submit counter-proposals not later than March 1, 2006. Both parties agree that negotiations with respect to such demands shall be conducted with a view to completion of said negotiations on or before June 30, 2006.

TWENTY-FIRST: INCORPORATION

The terms and conditions set forth in SECTIONS TWO, THREE AND FOUR respecting PRINCIPALS, CHORISTERS and DANCERS are incorporated herein and made part of this AGREEMENT. Execution of this AGREEMENT by both parties shall serve to validate the entirety of this AGREEMENT including this SECTION and all subsequent SECTIONS hereof, exhibits annexed thereto, and AGMA STANDARD FORMS OF EMPLOYMENT CONTRACT referred to in Article FIFTH (A) of this SECTION ONE. To the extent any of the provisions contained in SECTIONS TWO, THREE, and/or FOUR may be construed to conflict with any provisions contained in this SECTION ONE, the provisions of SECTIONS TWO, THREE and/or FOUR shall control.

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

THE METROPOLITAN OPERA

Joseph Volpe
General Manager

AMERICAN GUILD OF MUSICAL ARTISTS, INC.

Alan Gordon
Executive Director

Date of Execution:_____

SECTION TWO: PRINCIPALS

FIRST: INCORPORATION OF SECTION ONE

A. The provisions of SECTION ONE of this AGREEMENT are incorporated herein. To the extent any of the provisions herein may be interpreted to conflict with provisions in SECTION ONE, the provisions herein shall control.

B. The Met recognizes that The Metropolitan Opera is and shall remain a predominantly American organization. All non-major roles shall be assigned to American artists unless for extraordinary artistic reasons The Met finds it necessary to assign such a role to a foreign artist. The Met shall continue to have the right to engage foreign artists of proven distinguished merit and ability for major roles. The term 'foreign artists' as used herein shall mean only a non-resident alien. AGMA agrees that nationality shall not be a criterion for eligibility for membership in AGMA in the case of ARTISTS employed pursuant to the provisions of this Article FIRST.

SECOND: MISCELLANEOUS DEFINITIONS

Unless otherwise specifically provided in this SECTION TWO:

Year: The term 'year' and '2001-02', '2002-03', '2003-04', '2004-05' and '2005-06' shall mean the following periods:

- 2001-02 - August 1, 2001 through July 31, 2002
- 2002-03 - August 1, 2002 through July 31, 2003
- 2003-04 - August 1, 2003 through July 31, 2004
- 2004-05 - August 1, 2004 through July 31, 2005
- 2005-06 - August 1, 2005 through July 31, 2006

Week: The term 'week' shall mean seven (7) consecutive days beginning on Monday and ending the following Sunday.

Stage Rehearsal: The term 'stage rehearsal' shall mean a rehearsal held on the main stage only.

Performance: A 'performance' shall be considered, for purposes of this AGREEMENT, as only one (1) 'performance' even though it may consist of two (2) or more works.

Pre-Season: The term 'Pre-Season' shall mean rehearsal weeks immediately preceding the regular New York subscription season or any festival season or series of staged performances at the Metropolitan Opera House.

Regular Season: The term 'Regular Season' shall mean:

- (1) the regular New York subscription season; and
- (2) any festival season or series of staged performances at the Metropolitan Opera House.

Tour: The term 'Tour' shall mean:

- (1) Regular Tour: All performance weeks outside New York City but restricted to Continental U.S.A. and Canada.
- (2) Mid-Winter Tour: Special mid-winter performance weeks outside Continental U.S.A. and Canada (e.g., Caribbean area, Mexico, etc.). Special conditions attendant to mid-winter and international tours, i.e., per diem, passports, shots, etc. will be discussed and agreed to with AGMA prior to any such tour.

ARTICLE SECOND (Cont'd)

- (3) International Tour: Special performance weeks in South America and/or the Eastern Hemisphere (e.g., Europe, Asia, etc.).
- (4) Unit Tours: Any performance weeks outside New York City of any individual unit or combination of units of the Metropolitan Opera (i.e., Ballet, Chorus, Principals).

Principal: The term 'Principal' shall mean the following ARTISTS: Solo Singers, Stage and Assistant Stage Directors, Stage and Assistant Stage Managers.

Plan Artist: The term 'Plan Artist' shall mean any Principal engaged on a weekly basis who is offered employment as a Plan Artist and who accepts such employment and makes himself/herself available to The Met for the required number of weeks specified in Article THIRD (A) and who earns the following weekly amount or less, excluding any above-scale compensation negotiated under the provisions of Article FIFTH (E):

August 1, 2001 — July 31, 2002: \$2,369.00 per week
August 1, 2002 — July 31, 2003: \$2,440.07 per week
August 1, 2003 — July 31, 2004: \$2,537.67 per week
August 1, 2004 — July 31, 2005: \$2,613.80 per week
August 1, 2005 — July 31, 2006: \$2,718.35 per week

Minimum Number of Plan Artists: The Met shall engage no less than ten (10) Solo Singers as 'Plan Artists' in each year of this AGREEMENT.

Plan: The term 'Plan' shall mean those provisions of this AGREEMENT which are applicable only to a 'Plan Artist'.

Weekly Artist: The term 'Weekly Artist' shall mean any Principal engaged on a weekly basis who is not a Plan Artist. There shall be no limitation on the number of Principals to whom The Met may offer engagement as a Weekly Artist or on the length of such engagement.

THIRD: GUARANTEED EMPLOYMENT FOR PLAN ARTISTS. VACATION. AND LEAVES OF ABSENCE

A. MINIMUM PERIODS OF GUARANTEED EMPLOYMENT

1. The Met shall offer to all Principals whom it wishes to engage as Plan Artists the following number of weeks of guaranteed employment in a year, such weeks to include five (5) vacation weeks during which no services shall be required: Solo Singers — forty (40) weeks; all other Principals — forty-three (43) weeks.

2. Each Plan Artist agrees to be available to The Met for additional weeks of employment in each year, in accordance with Article SEVENTEENTH of SECTION ONE, as follows:

(a) Solo Singers: an additional twelve (12) weeks during each year of this AGREEMENT.

(b) All other Principals: an additional nine (9) weeks during each year of this AGREEMENT.

B. VACATION

- 1. Each Principal employed as a Plan Artist shall be entitled to five (5) weeks of vacation.

ARTICLE THIRD (Cont'd)

2. Except as provided in subparagraph 3, each Principal employed as a Weekly Artist shall be entitled to one (1) week's vacation for each ten (10) weeks of engagement by The Met, and forty (40) or more weeks of engagement shall entitle such Principal to a maximum of five (5) weeks of vacation. Vacation Weeks [in units of no less than one (1) week] shall be scheduled by The Met, provided that at least two (2) weeks shall be consecutive.

3. Each Stage Director and Assistant Stage Director employed as a Weekly Artist for a minimum of ten (10) weeks and a maximum of thirty-nine (39) weeks of engagement in a year shall receive vacation payment in accordance with the formula specified in subparagraph 2 on a pro-rata basis in such year. For example, an Assistant Stage Director employed as a Weekly Artist for 14 weeks shall receive 1.4 vacation weeks, and such Principal employed for 36 weeks shall receive 3.6 vacation weeks. Forty (40) or more weeks of engagement shall entitle such Principal to a maximum of five (5) weeks of vacation.

C. LEAVES OF ABSENCE

1. Solo Singer Plan Artists who have five (5) or more years of seniority (determined in accordance with regulations of Metropolitan Opera Association Retirement Plan) shall be entitled to leaves of absence for a period of up to one (1) year provided:

Any request must be made to The Met at least one (1) year in advance and no more than three (3) Plan Artists shall receive leaves of absence during a period of two (2) years and no more than one (1) male and one (1) female Plan Artist shall receive a leave of absence in any year during such period. If more than the maximum permitted number of leaves of absence are requested, priority during such two (2) year period shall be determined (a) for one (1) leave of absence, by seniority, and (b) for the remaining two (2) leaves of absence, by lot.

2. The Met shall consider a request for a leave of absence for a period of up to one (1) year from a member of Stage Management who has been a Plan Artist for a minimum of five (5) years. Any such request shall not be unreasonably denied; however, Union acknowledges (a) that the professional nature of the employment makes replacement of Stage Managers extremely difficult, (b) that The Met will take into account a number of considerations including but not limited to the length of the proposed leave, repertoire to be performed during the proposed period of leave, and the amount of time between the request and the proposed leave; and (c) that any agreement to such request shall be contingent upon assuring adequate coverage of departmental responsibilities.

FOURTH: RIGHT OF CERTAIN WEEKLY PRINCIPALS TO REFUSE INCREASES

No Principal whose 2000-01 salary was two thousand three hundred dollars \$2,300.00) per week or less, excluding any above-scale compensation negotiated under the provisions of Article FIFTH (E), shall be required to accept an increase from The Met, it being understood that all such Principals, if offered an increase that would result in a weekly amount greater than the applicable maximum specified in Article SECOND (definition of "Plan Artist"), shall have the right to determine whether to accept such increase and be ineligible for the Plan, or whether to refuse same and remain eligible for the Plan. The foregoing provisions shall apply to all weekly Principals subsequently engaged during the term hereof, provided any such Principal during the previous year of his/her engagement was eligible for the Plan. The provisions of this Article FOURTH shall apply only to Principals engaged by The Met on a weekly basis and shall apply only to offers of engagement on a weekly basis. The Met shall have the right to offer any Principal (whether or not heretofore engaged on a weekly basis) engagement on a per performance basis.

FIFTH: MINIMUM RATES OF COMPENSATION

A. SOLO SINGERS* AND ASSISTANT STAGE DIRECTORS

1. The minimum rates of compensation for Solo Singers and Assistant Stage Directors employed on a weekly basis shall be as follows:

<u>Seniority</u>	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05¹</u>	<u>2005-06¹</u>
1	\$1,492.36	\$1,537.13	\$1,598.62	\$1,646.58	\$1,712.44
2	1,598.96	1,646.93	1,712.81	1,764.19	1,834.76
3	1,705.56	1,756.73	1,827.00	1,881.81	1,957.08
4	1,812.12	1,866.48	1,941.14	1,999.37	2,079.34
5	1,918.75	1,976.31	2,055.36	2,117.02	2,201.70

2. Upon achieving the sixth (6th) year of seniority as a Plan Artist, an Assistant Stage Director shall be entitled 'Staff Stage Director', which title shall not in any way change the duties or working conditions of such Principal, except as specified in Paragraph B (2) below.

B. EMPLOYMENT ON A WEEKLY BASIS — STAFF STAGE DIRECTORS AND STAGE DIRECTORS

1. The minimum rates of compensation for Staff Stage Directors and Stage Directors employed on a weekly basis shall be as follows:

	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05¹</u>	<u>2005-06¹</u>
Staff Stage Director	\$2,071.58	\$2,133.73	\$2,219.08	\$2,285.65	\$2,377.08
Stage Director	1,979.67	2,039.06	2,120.62	2,184.24	2,271.61

2. The minimum rates of compensation specified in this Paragraph B for Staff Stage Directors include a premium in lieu of penalty payments for invasion of Free Days, work on Sundays (except as provided in Article SEVENTH (O) (1) (b) (ii), and work before 10:00 a.m. and after 6:00 p.m.

C. EMPLOYMENT ON A WEEKLY BASIS — STAGE MANAGERS AND ASSISTANT STAGE MANAGERS

The minimum rates of compensation for Stage Managers and Assistant Stage Managers employed on a weekly basis shall be as follows:

	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05¹</u>	<u>2005-06¹</u>
Stage Manager	\$1,979.67	\$2,039.06	\$2,120.62	\$2,184.24	\$2,271.61
Asst. Stage Manager	1,532.80	1,578.78	1,641.93	1,691.19	1,758.84

D. EMPLOYMENT ON A PER PERFORMANCE BASIS — ALL PRINCIPALS

	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05¹</u>	<u>2005-06¹</u>
Per Performance Principal	\$1,279.08	\$1,317.45	\$1,370.15	\$1,411.25	\$1,467.70

* AGMA and The Met agree that the annexed list of Solo Singers accurately sets forth seniority as of August 1, 2001 and that seniority of such Solo Singers shall be determined in accordance with the requirements of the Metropolitan Opera Association Retirement Plan.

¹ See Article FIFTH (F) for possible Cost of Living wage adjustments to take effect August 1, 2004 and/or August 1, 2005.

ARTICLE FIFTH (Cont'd)

E. PLAN ARTISTS – ABOVE-SCALE COMPENSATION

At the request of any Plan Artist, The Met shall engage in good faith negotiations with such Artist with regard to above-scale compensation when he/she believes that assigned responsibilities may be required to exceed traditional responsibilities.

F. COST OF LIVING WAGE ADJUSTMENT

1. If the average annual percentage increase in the BLS CPI for the NY – Northeastern NJ – LI (All Items, All Urban Consumers) (U) for the three-year period of August 1, 2001 through July 31, 2004 exceeds 4.0%, then all wage rates in this SECTION TWO, except (i) as specified in Article SECOND, 'Plan Artist', and (ii) per diem, for the period commencing August 1, 2004 through July 31, 2005 shall be increased by such excess percentage above 4.0% up to an additional 2%.

2. If the average annual percentage increase in the BLS CPI for the NY – Northeastern NJ – LI (All Items, All Urban Consumers) (U) for the four-year period of August 1, 2001 through July 31, 2005 exceeds the sum of 4.0% and the COLA, if any, resulting from subparagraph 1. above, then all wage rates in this SECTION TWO, except (i) as specified in Article SECOND, 'Plan Artist', and (ii) per diem, for the period commencing August 1, 2005 through July 31, 2006 shall be increased by such excess percentage above 4.0%, less the COLA received in the previous year, up to an additional 2.0%.

G. STAGE DIRECTORS

1. A Principal who is employed as a Stage Director shall receive a minimum of not less than two (2) weeks' Minimum Base Salary as provided in Paragraph B of this Article FIFTH for each opera to which he/she is assigned as Stage Director.

2. A Principal who is employed as an Assistant Stage Director and who is assigned to a production as the Stage Director shall receive weekly compensation at the Stage Director rate specified in Paragraph B (1) above, in lieu of the weekly rate otherwise applicable for such artist's engagement as Assistant Stage Director, for each week in which such Assistant Stage Director performs rehearsal and/or performance work as the Stage Director of such production.

3. A non-staff Stage Director shall receive a preparation fee of \$3,000.00 when directing an opera for his/her first time, except that the fee shall be \$2,000.00 if the opera is one on which he/she previously assisted.

4. At the request of any Stage Director, The Met shall engage in good faith negotiations with such Stage Director with regard to above-scale compensation.

H. REHEARSAL PAY

1. A Solo Singer employed on a weekly basis at the following amount per week or less:

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05¹</u>	<u>2005-06¹</u>
\$2,369.00	\$2,440.07	\$2,537.67	\$2,613.80	\$2,718.35

shall receive his/her weekly rate during each of his/her rehearsal weeks.

¹ See Article FIFTH (F) for possible Cost of Living wage adjustments to take effect August 1, 2004 and/or August 1, 2005.

ARTICLE FIFTH (Cont'd)

2. A Solo Singer employed on a per performance basis at the following per performance amount or less:

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05¹</u>	<u>2005-06¹</u>
\$2,369.00	\$2,440.07	\$2,537.67	\$2,613.80	\$2,718.35

shall receive his/her salary for a single performance during each of his/her rehearsal weeks.

3. All other Solo Singers shall receive the applicable minimum weekly salary specified for such Solo Singer's seniority category, as set forth in Paragraph A, during each of his/her rehearsal weeks.

I. MINIMUMS

The rates specified herein are minimum compensation only and nothing contained herein shall prevent a Principal and The Met from agreeing to a higher rate.

J. PER DIEM

Per Diem shall be paid as additional compensation and is not included in the compensation specified in Paragraphs A, B, C, or D but shall not be paid for performances within New York City limits.

1. If a Principal is required to be absent from New York City less than a full day, partial per diem as a percentage of the applicable food allowance specified in (2) (a) below, shall be paid in accordance with the hour of arrival in New York or departure from New York:

- (a) arrival in New York after 9:00 A.M. or departure prior to 8:00 A.M. — breakfast (15%) shall be paid;
- (b) arrival in New York after 1:00 P.M. or departure prior to 12:00 noon — lunch (35%) shall be paid;
- (c) arrival in New York after 7:00 P.M. or departure prior to 6:00 P.M. — dinner (50%) shall be paid.

2. The minimum compensation of any Principal who is engaged for The Met's Tour shall be equal to the total of such Principal's weekly or per performance compensation (as the case may be) for the immediately preceding Regular Season and a per diem allowance for each day during such period in which Principal is on tour with the Company, pursuant to Principal's engagement, which shall be comprised of a food allowance and a hotel allowance as follows:

- (a) The food allowance shall be:

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
\$ 74.00	\$ 77.00	\$ 80.00	\$ 83.00	\$ 86.00

¹ See Article FIFTH (F) for possible Cost of Living wage adjustments to take effect August 1, 2004 and/or August 1, 2005.

ARTICLE FIFTH (Cont'd)

(b) If The Met does not provide hotel rooms for Principals, the hotel allowance in each year of the AGREEMENT shall be determined by the following method and shall be added to the food allowance in order to arrive at the total per diem:

On March 1st of each year, an average (single room) hotel rate, including local hotel tax, if any, will be determined for each city on the Tour. These applicable city averages shall be weighted by the number of days spent in the respective cities in order to arrive at the average hotel rate.

3. The per diem for tours other than the regular continental Tour in the United States shall be negotiated prior to such tours.

K. LANGUAGE STUDY

Each Plan Artist Stage Director and Assistant Stage Director (including Staff Stage Directors) shall each year receive an allowance of nine hundred (\$900) dollars towards the study of languages, such sum to be paid at the beginning of the regular New York season.

L. PREPARATION ALLOWANCE

Each Plan Artist Stage Manager and Assistant Stage Manager, and each Plan Artist Solo Singer, shall each year receive an allowance of nine hundred (\$900) dollars towards preparation, such sum to be paid at the beginning of the regular New York season.

M. PRINCIPAL'S RIGHT TO CLAIM FULL PAYMENT

The acceptance by Principal of cash, checks or other forms of payment, or the deposit or retaining of cash, checks, or other forms of payment, with or without notations on such checks that the same are in full payment or the like, shall in no way affect the right of Principal or of AGMA to insist upon full payment under this contract.

N. PAY OR PLAY CONTRACT

Except as otherwise provided in this contract, the employment of Principal hereunder is not cancelable, and the compensation is "pay or play". The obligation of The Met to pay Principal does not include any obligation on the part of The Met to afford Principal the opportunity of performance services for the number of appearances herein specified. However, the compensation due Principal hereunder shall not be reduced by the failure of The Met to provide the number of appearances herein specified, except as provided in Articles SEVENTH (H) and (I) of SECTION TWO and Articles SIXTEENTH and EIGHTEENTH of SECTION ONE.

SIXTH: REHEARSAL WEEKS AND TOUR (NON-PLAN ARTISTS)

A. REHEARSAL WEEKS

The Met may require Solo Singers (weekly or per performance) engaged by it for all or part of the regular New York subscription season to be available for rehearsals only for a period not in excess of three (3) weeks, which period shall be the period immediately preceding the first week in which Singer may be required to perform pursuant to Singer's contract.

ARTICLE SIXTH (Cont'd)

B. TOUR

1. GUARANTEED NUMBER OF WEEKS

Any Tour option for a Solo Singer employed on a weekly basis shall be exercised for not less than three (3) weeks of consecutive employment except as follows:

- (a) Such weeks need not be consecutive if Principal shall agree thereto; and
- (b) Such Tour option may be exercised either for the first Tour week or for the first two Tour weeks if specified in the individual STANDARD PRINCIPAL'S CONTRACT.

2. GUARANTEED MINIMUM FOR PER PERFORMANCE PRINCIPAL

A Solo Singer or Principal Dancer engaged on a per performance basis shall be guaranteed the equivalent of one (1) performance fee as per such Principal's individual contract for each week of availability during the Tour required by The Met.

- C. The provisions of this Article SIXTH shall not apply to any Plan Artist.

SEVENTH: PRINCIPAL'S SERVICES AND VARIOUS WORKING CONDITIONS

A. MAXIMUM NUMBER OF PERFORMANCES PER WEEK

- 1. The weekly base salary of a Solo Singer shall be paid for any of the following combinations of performances or first covers, but no Solo Singer shall be required to cover more than 4 major roles in any week.

Performance	0	1	2	3
First Cover	5	4	3	1

For the purpose of this subparagraph 1 only, service as a first cover shall be counted as a performance in the following cases:

- (a) the Singer has performed in another performance on the same day; or
- (b) the Singer was designated as first cover, another Singer was substituted for the scheduled performer within 48 hours of the performance and the designated first cover does not actually perform because of such substitution. This subparagraph (b) shall not be applicable where the designated first cover does not actually perform upon his/her request or because of his/her unavailability due to illness or assignment to another role.

- 2. Stage Directors and Assistant Stage Directors.....4
- 3. All other Principals7

B. MAXIMUM NUMBER OF PERFORMANCES PER DAY

- 1. Stage Director, Assistant Stage Director,
Stage Manager, and Assistant Stage Manager2
- 2. All other Principals1

ARTICLE SEVENTH (Cont'd)

C. TOUR

1. The regular Spring Tour shall not exceed eight (8) weeks.
2. The Met shall have the right concerning the length of its regular Spring Tour to schedule, within a single week, a combination of (a) staged performances in a tour city, and (b) parks performances in the New York metropolitan area. During such combination week, ARTISTS' services shall be in accordance with Article SEVENTH (A) above and ARTISTS shall be engaged on a weekly basis.

D. ADDITIONAL PERFORMANCES — PLAN ARTISTS AND WEEKLY ARTISTS

1. If a Solo Singer engaged on a weekly basis is required to perform or be first cover in a greater number of performances than required in Paragraphs A or B hereof, or to perform during a free period as provided in Article SEVENTH (O), then such Solo Singer shall be paid forty (40%) percent of his/her weekly salary for each such performance or first cover.
2. If a Principal engaged on a weekly basis, other than a Solo Singer, is required to take part in a greater number of performances than required in Paragraphs A or B hereof, then such Principal shall be paid one and one-half times his/her pro rata performance rate for each additional performance.
3. If a Principal engaged on a weekly basis, other than a Solo Singer or Staff Stage Director, is required to perform (or rehearse) during a free period as provided in Article SEVENTH (O), then such Principal shall be paid one and one-half times his/her pro rata performance rate for each such performance (or rehearsal).

E. SEVENTH PERFORMANCE IN A WEEK — STAGE MANAGERS AND ASSISTANT STAGE MANAGERS

If a Stage Manager or an Assistant Stage Manager is required to and actually does work a seventh (7th) performance in a week, then such Principal shall be paid an additional twenty (20%) percent of his/her weekly salary for such performance.

F. GUARANTEED MINIMUM FOR PER PERFORMANCE PRINCIPALS

A Solo Singer engaged on a per performance basis shall be guaranteed the equivalent of one (1) performance fee at Minimum Base Salary as provided in Article FIFTH (D) of this SECTION TWO for each week of availability during any New York subscription season which week is not released by The Met on or before October 15 immediately preceding said season.

G. LOCATION

Performances under the sole auspices of The Met shall take place at the Metropolitan Opera House, New York, New York, or at such other places as may be designated by The Met.

H. PREPARATION

Principal shall be prepared to perform in the roles and languages for which such Principal has been contracted, and in such other roles and languages mutually agreed upon by the parties, provided that The Met shall be responsible for all staging preparation. If Principal shall not be prepared as of the time of Principal's first scheduled staging rehearsal therein (the same to be determined if the issue of preparation is in dispute by the unanimous vote of all Principals and Metropolitan Opera members of the Grievance Committee participating in a meeting of the Grievance Committee considering the same) to perform any role in which Principal has been scheduled to appear or to cover, either in this contract or by written notice to Principal no less than six (6) weeks prior to Principal's first staging rehearsal, then:

ARTICLE SEVENTH, H. (Cont'd)

1. The Met may elect to prepare Principal in said role or roles, in which event Principal shall pay The Met ten dollars (\$10.00) for each coaching session of one hour or more as may be necessary to prepare Principal (such monies to be placed in Metropolitan Opera Employees Benevolent Fund); or
2. The Met may elect to withdraw Principal from the performance of such role or roles, and in such event:
 - (a) In the case of a per performance Principal, The Met may reduce the number of guaranteed performances by the number of performances of each such role which Principal was scheduled to perform. In the event that such Principal shall not have been scheduled to perform such role or roles, the number of guaranteed performances of such Principal may be reduced by one (1) performance for each such role or roles.
 - (b) In the case of a weekly Principal, The Met may reduce Principal's total compensation by an amount equal to one-fourth (1/4) of such Principal's weekly compensation multiplied by the number of performances of such role or roles which such Principal was scheduled to perform, according to the records of Artistic Administrator.

I. APPEARANCE AT REHEARSAL AND PERFORMANCE

1. Principal will appear regularly and punctually at all rehearsals and performances, and when required by The Met will appear at all rehearsals and performances in proper costume and make-up.
2. FAILURE TO APPEAR AT SCHEDULED REHEARSAL: If Principal shall willfully or negligently fail to appear for a full day for any scheduled rehearsal or after an off-period of one (1) week or more for which Principal is to be available pursuant to this contract, then:
 - (a) In the case of a weekly Principal (in addition to the right of The Met to deduct from Principal's weekly compensation the appropriate pro rata amount thereof for each such day of rehearsal in which Principal fails to appear), Principal shall be liable to The Met in an amount equal to ten (10%) percent of Principal's performance week salary.
 - (b) In the case of a per performance Principal, Principal shall be liable to The Met in an amount equal to twenty (20%) percent of Principal's per performance fee.
3. FAILURE TO APPEAR AT SCHEDULED PERFORMANCE: If Principal shall willfully or negligently fail to appear at any scheduled performance, Principal shall be liable to The Met in an amount equal to one-fourth (1/4) of Principal's weekly compensation (in the case of a weekly Principal) or in the amount equal to Principal's per performance fee (in the case of a per performance Principal).
4. TERMINATION OF EMPLOYMENT BY REASON OF FAILURE TO APPEAR AND DAMAGES: It is expressly understood that the services of Principal are unique and that the willful failure of such Principal to appear, except by reason of verified illness or disability or events beyond his/her control, will cause The Met irreparable damage. Accordingly, it is agreed that time is of the essence of this AGREEMENT and in the event that any Principal shall willfully fail to appear on the date specified for the commencement of services, except as hereinbefore specified, or shall fail to appear for a full day for any scheduled rehearsal or for any scheduled performance, said Principal shall be deemed in breach of this AGREEMENT and The Met shall have the right to terminate the employment of such Principal. Any Principal who shall fail to appear at any scheduled rehearsal or performance by reason of alleged illness or disability, and who shall perform for any third party, or on his/her own behalf, on the same

ARTICLE SEVENTH, I. (Cont'd)

day of said alleged illness or disability without The Met's consent given on the same day, shall be deemed in breach of his/her agreement and The Met shall have the right to terminate the employment of such Principal. Any termination hereunder shall be subject to arbitration in accordance with the provisions of SECTION ONE, Article TWELFTH (E), and in the event of any claim of damage by The Met against Principal, the Arbitrator shall be entitled in measuring such damage to grant liquidated damages to The Met in an amount equal to the applicable amount provided in subparagraphs 2 or 3 of this Paragraph I.

5. In all instances in which The Met furnishes transportation pursuant to Article SIXTH of SECTION ONE of this AGREEMENT, Principal shall use such transportation unless The Met shall give its written consent to an alternate mode of transportation. If Principal shall use transportation different from that furnished or consented to by The Met, then any failure by Principal to appear in a rehearsal or performance as scheduled by reason of any failure or delay of such unauthorized transportation shall not be considered a case of force majeure, and Principal shall be deemed in breach of his/her contract.

J. COSTUMES AND WIGS

The Met shall furnish all costumes, including gloves, feathers, jewelry, wigs, tights, boots and shoes, required for roles in which Principal shall appear. It is understood that The Met shall not be required to furnish any wig unless the costume design includes a wig as part of the costume, and all costumes and wigs furnished by it shall remain its property.

K. MAKE-UP

Each Principal shall provide at his/her expense all make-up required by The Met to be worn for performances and rehearsals, and shall wear make-up according to the standards and specific instructions of The Met.

L. HOUSE RULES

Principals shall strictly comply with all reasonable rules and regulations of The Met as posted from time to time in the Opera House.

M. PHOTO CALLS

Any Principal may be required to participate in a photo call at no additional compensation. The Met, however, agrees that it will use its best efforts to assure that Principal is identified in the caption of any resulting photo which may be published.

N. REHEARSALS

1. REHEARSAL LIMITATIONS

- (a) There shall be no rehearsal for a Solo Singer on the day he/she performs a major role or is first cover of a major role except with the consent of the Solo Singer and notice to AGMA, which shall be prior to the rehearsal whenever possible.
- (b) A Solo Singer scheduled to perform a non-major role shall not be required to rehearse after 5 P.M.
- (c) There shall be no rehearsals after 6 P.M. except at an ARTIST's request.
- (d) No Solo Singer shall be required to rehearse in excess of seven (7) hours in a day.

ARTICLE SEVENTH, N. (Cont'd)

- (e) The period of time between the commencement of a Solo Singer's first rehearsal, which commencement shall be defined as one-half (1/2) hour prior to the rehearsal start time on any day when the Singer is required to be in costume and/or make-up for such rehearsal, and the end of his/her last rehearsal in a day shall not exceed eight (8) hours.
- 2. A Solo Singer shall receive an additional ten (10%) percent of his/her weekly salary for any day in which:
 - (a) he/she is required to rehearse in excess of five (5) hours in the day; or
 - (b) the period of time between the commencement of his/her first rehearsal, which commencement shall be defined as one-half (1/2) hour prior to the rehearsal start time on any day when the Singer is required to be in costume and/or make-up for such rehearsal, and the end of his/her last rehearsal exceeds six (6) hours.
- 3. A Solo Singer who is required to rehearse after 3 P.M. on a day in which he/she is scheduled to perform a non-major role shall receive an additional ten (10%) percent of his/her weekly salary.
- 4. Each Solo Singer shall receive a one-half (1/2) hour lunch break between 11:30 A.M. and 2:30 P.M. on any day of rehearsal. A Solo Singer not receiving such lunch break shall receive an additional ten (10%) percent of his/her weekly salary.
- 5. Notwithstanding any other provision herein, it is understood that in no event shall there be any pyramiding of payments, i.e., pay upon pay. In the event that compensation in excess of weekly compensation shall be payable hereunder, only the higher rate shall apply and no additional compensation shall be payable.

O. FREE PERIODS

- 1. SUNDAY
 - (a) Sunday shall be a free day except in the following cases:
 - (i) a performance on New Year's Eve;
 - (ii) a performance replacing a canceled or postponed performance;
 - (iii) a pension fund or similar gala performance;
 - (iv) a safety rehearsal on the main stage which is held for the protection of ARTISTS and which involves equipment or activity which may create a physical hazard for the ARTISTS;
 - (v) a performance during parks weeks or similar summer activity in which event one (1) other day shall be designated as a free day for that week. The Met will give AGMA prior notice of its intention to schedule a performance or rehearsal in accordance with the above on a Sunday and prior approval of AGMA will be required in the case of a pension fund or similar gala performance on Sunday.

ARTICLE SEVENTH, O. (Cont'd)

(b) The provisions of subparagraph 1 (a) of this Paragraph O notwithstanding:

- (i) a Stage Manager or an Assistant Stage Manager who is required to participate in a rehearsal and/or performance(s) on Sunday shall receive an additional two-sixths (2/6ths) of his/her weekly salary.
- (ii) a Staff Stage Director who is required to participate in a rehearsal on Sunday shall receive an additional two-sixths (2/6ths) of his/her weekly salary for such work if: he/she has participated during the year in three (3) Sunday rehearsals for which he/she received no additional compensation; or, the rehearsal is the third consecutive Sunday rehearsal in which he/she participates.

2. ADDITIONAL FREE PERIOD

Each Solo Singer who is a Plan or Weekly Artist shall be entitled to one (1) day, other than Sunday, in every two (2) week period of the year, other than during Pre-Season, during which he/she shall not be assigned to perform and/or rehearse prior to 6:00 P.M. Such day shall be a Monday unless:

- (a) Thanksgiving, Christmas, New Year's or Good Friday falls within the two-week period and The Met elects to use such holiday as a substitute;
- (b) a dress rehearsal for a Wednesday or Thursday premiere is scheduled for Monday;
- (c) a full ensemble cannot be assembled for rehearsal on a day other than Monday.
- (d) For 6:00 P.M. performances of HANSEL AND GRETEL scheduled for Christmas and/or New Year's Day, a 5:30 P.M. call shall not be subject to penalty payments incurred for invasion of a free day.

Notice of such day shall be given to the Solo Singer by no later than Friday of the week preceding the week in which such day is scheduled. The above notwithstanding, a Solo Singer required to rehearse on such day or on Sunday shall be paid twenty (20%) percent of his/her weekly salary for the first five (5) hours of rehearsal and an additional ten (10%) percent of his/her weekly salary if he/she rehearses in excess of five (5) hours or if the period of time between the commencement of his/her first rehearsal, which commencement shall be defined as one-half (1/2) hour prior to the rehearsal start time on any day when the Singer is required to be in costume and/or make-up for such rehearsal, and the end of his/her last rehearsal on such day exceeds six (6) hours.

3. RELIGIOUS HOLIDAYS

Any Principal who is prevented by the rules of his/her religion from participating in a rehearsal and/or performance on the first day of each of the Jewish High Holy Days and Good Friday shall be excused without loss of any portion of his/her weekly compensation. It is further understood that any Principal wishing to be excused for professional as opposed to religious reasons to participate in another engagement during these Holy Days must apply for a release, and that if the release can be granted, any missed services will be deducted from the Principal's weekly compensation on a pro rata basis.

EIGHTH: PRINCIPAL'S PERFORMANCE FOR OTHERS THAN THE MET

Anything in this contract to the contrary notwithstanding:

A. RELEASES

1. Principal, whether engaged on a weekly or per performance basis, may perform services for third parties, provided such services shall neither interfere with Principal's ability or availability to render the services required by this contract including, without limitation, performances, rehearsals, or coverage for other Principals.
2. Principal agrees during any period or periods referred to in this contract under the heading "Period of Engagement", not to perform any services for third parties or absent himself/herself from New York City unless Principal shall have made application to The Met and shall have received from The Met a written release therefor. The Met agrees to grant any application for such release promptly, provided written application shall be made not less than seventy-two (72) hours prior to the date for which such release is requested, unless in its reasonable opinion said performance for third parties would conflict with Principal's obligations as set forth in subparagraph 1 of this Paragraph A or with the provisions of Paragraph B hereof, or unless Principal's travel outside of the City of New York might reasonably prevent his/her return thereto twenty-four (24) hours before Principal may be required to perform services hereunder.
3. The provisions of this Paragraph A shall not be applicable to any per performance Principal who has not received the two (2) weeks' notice required by Article NINTH. The Met shall grant to any Principal who has not received such two (2) weeks' notice the release referred to in subparagraph 2 of this Paragraph A provided Principal shall furnish The Met with the written application required by subparagraph 2 hereof. Nothing contained herein shall be deemed to affect any rights granted to The Met pursuant to Paragraphs B, C and D of this Article EIGHTH.

B. CONSENTS

Notwithstanding anything contained in Paragraph A of this Article or otherwise in this contract, Principal shall not sing or otherwise perform as described below, either for compensation or gratuitously, for the account of Principal or under the management of any corporation, association, or any other organization or individual, without the written consent of The Met:

1. LIVE OPERA:

Within any city and a radius of fifty (50) miles therefrom in which city The Met is scheduled to perform, during the entirety of the period commencing six (6) weeks prior to The Met's first performance in such city, and terminating two (2) weeks subsequent to The Met's last performance in such city, as follows:

- (a) In New York City: In any live performance before an audience of staged opera (whether complete, abridged, or condensed); or

In any live performance before an audience of a concert version of an opera (whether complete, abridged, or condensed), if the same be in The Met's then-current season's repertory.

- (b) In any city other than New York: In any live performance before an audience of any staged opera or of any concert version of an opera (whether complete, abridged, or condensed).

ARTICLE EIGHTH, B. (Cont'd)

2. RADIO BROADCASTS:

In any radio broadcast, live or by transcription, if the latter be especially prepared for the original broadcast, of any opera (whether complete, abridged, or condensed) which shall be broadcast in any city (said term to include the primary service area of any transmitter broadcasting the same) concurrently with the broadcast in said city of opera produced by The Met.

3. TELEVISION:

In any telecast (whether transmitted by wire or wireless) which shall take place within a period commencing six (6) weeks prior to The Met's Regular Season, Tour and Off-Season and terminating two (2) weeks after The Met's Regular Season, Tour and during any week in Off-Season when the Metropolitan Opera Company (as distinguished from a unit thereof) is performing:

- (a) Of any performance of opera (whether complete, abridged, or condensed) or of any excerpts therefrom during any televised program, if the total time of the operatic portion or portions of such program shall exceed fifteen (15) minutes during the entirety thereof; and,

If more than two (2) Principals on The Met's roster shall perform in opera on said program;
or

If more than one (1) opera or excerpts from more than one (1) opera shall be performed on said program; or

- (b) Of any performance of opera (whether complete, abridged, or condensed), regardless of duration or of the other participants therein, if such performance is sufficient in dramatic and/or musical continuity to convey the basic story of the opera. Operatic performances of thirty (30) minutes or less shall not be considered under the provisions of this subparagraph (b).

C. CONDITIONS OF CONSENT OR RELEASE

1. No release given pursuant to the provisions of Paragraph A hereof shall be deemed a consent if such consent is required under the provisions of Paragraph B hereof.
2. The Met shall have the right:
 - (a) In connection with the granting of any release to make inquiry of Principal or any third party for whom Principal proposes to render services solely for the purpose of ascertaining whether or not the services to be performed are subject to the provisions of Paragraph B of this Article EIGHTH.
 - (b) To insert as a specific condition of any release or consent the applicable provisions of Paragraph B of this Article or specific understandings solely to assure the protection of The Met's rights under the provisions of Paragraph B of this Article; provided, however:
3. The Met shall not request or exact any payment or other consideration from Principal or from any third party as a condition of granting Principal any release pursuant to Paragraph A or consent pursuant to Paragraph B of this Article EIGHTH; however, The Met shall have the right to request and/or receive any payment or other consideration from such third party for any services The Met may perform or rights it may grant to such third party other than the

ARTICLE EIGHTH, C. (Cont'd)

mere furnishing of a release or consent to Principal and no such payment or consideration or any part thereof requested or received by The Met from any such third party for such services or rights shall be deemed a payment or other consideration for any such release or consent.

D. EXCLUSIVITY

1. During the period commencing with the date of execution of this AGREEMENT and ending on the termination of this AGREEMENT or on July 31 following the end of the year to which this AGREEMENT or any renewal thereof is applicable (whichever is later), Principal shall not enter into any contract which would prohibit Principal's appearance in televised opera (including any condensed or abridged version thereof or excerpts therefrom) (herein referred to as an exclusive contract) produced by or for the account of The Met unless Principal shall have notified The Met in writing of the terms thereof ten (10) days before the execution of any such contract by or on behalf of Principal. Principal agrees to negotiate with The Met any counter-proposals of The Met during said ten (10) day period. In the event that Principal and The Met shall fail to reach any agreement, Principal shall be free to sign such an exclusive contract with a third party; provided, however, that the term of such exclusive contract together with any extended term pursuant to renewal options contained therein shall not extend beyond June 1 following the first December 1 occurring during the effective period of said exclusive contract.
2. Notwithstanding anything contained in subparagraph 1 hereof, Principal may renew such exclusive contract for an additional period ending on July 31 of the following year only if the renewal be for the same television program and only if Principal shall give The Met notice of Principal's intention to renew and shall negotiate thereon in the same manner as provided in subparagraph 1 of this Paragraph D.
3. Nothing contained in this Paragraph D shall be deemed to affect Principal's obligations or The Met's rights as set forth in Paragraphs A through C of this Article, and this Paragraph D shall not be applicable if The Met shall have previously notified Principal that it does not intend to offer him re-engagement for the following season or that negotiations for the following season are canceled.

NINTH: NOTICE TO PERFORMANCE PRINCIPALS

Any Principal engaged on a performance basis shall be notified at least two (2) weeks prior to any performance scheduled for that Principal. Such notification shall constitute an engagement for that performance. The failure to notify such Principal of a scheduled performance as aforesaid shall release Principal to accept any other engagement during the said two (2) week period next ensuing.

TENTH: PRINCIPAL'S INABILITY TO PERFORM BY REASON OF ILLNESS

A. Except as may otherwise be provided in Article ELEVENTH of this SECTION TWO of this AGREEMENT:

1. If a performance Principal shall fail to appear in any performance for which his/her services are engaged and for which Principal has been specifically cast and notified thereof, owing to illness or other disability, or if Principal shall present himself/herself in a condition vocally or physically unfit for performance in the judgment of The Met, Principal shall not be compensated for such performance.

ARTICLE TENTH (Cont'd)

2. If weekly Principal, because of illness or other disability is unable to render his/her services to The Met, The Met may deduct a pro rata amount of his/her salary for each performance for which he/she is unable to render such services. Such pro rata amount shall be based on the maximum number of performances per week which he/she may be required to perform under the provisions of Article SEVENTH (A) hereof.

B. An illness or other disability shall be deemed to commence on the day when Principal fails to present himself/herself at any rehearsal or performance at which he/she is required to appear, and to end on the day when he/she informs The Met of his/her ability to resume his/her duties and is in fact able to resume them.

C. In no event shall the illness or disability of any Principal covered by Article ELEVENTH of this SECTION TWO, for a period of less than four (4) weeks, be deemed sufficient cause for termination by The Met of said Principal's contract.

ELEVENTH: SICK LEAVE

A. Every Plan Artist engaged by The Met shall be entitled to sick leave for illness or disability during any year as specified in the following table, provided, however, that no such ARTIST shall be entitled to sick leave for illness or disability during the first two (2) days of such illness or disability. No such ARTIST shall be entitled to sick leave as a matter of right — i.e., sick leave can only be taken by a Plan Artist who is actually ill or disabled. In connection therewith, The Met may require such ARTIST to furnish a doctor's certificate verifying alleged illness or disability. In addition to such certificate, The Met may, from time to time, require such ARTIST to subject himself to examination by a doctor designated and paid by The Met to verify such illness or disability. Sick leave shall be based upon number of years of service. However, in no event shall any period of sick leave extend beyond fifty-two (52) consecutive weeks, and in no event shall any period of sick leave extend beyond the term of the Plan Artist's contract.

<u>Years of Service</u>	<u>Sick Leave</u>
0-1	2 weeks
2	4 weeks
3	8 weeks
4	12 weeks
5	20 weeks
6	28 weeks
8	36 weeks
10 and over	52 weeks

A week of sick leave shall be the equivalent of six (6) non-consecutive working days. If a Plan Artist has more than one call in any day and misses a portion of those calls, then one-half (1/2) day of sick leave shall be credited for the day and one-half (1/2) for the evening portion of the day.

B. Any Principal (other than a Plan Artist) engaged on a weekly basis for a minimum of ten (10) weeks during each year, shall be entitled to sick leave based upon the number of years of service specified in Paragraph A. The applicable period of sick leave to which any such Principal is entitled shall be either (a) one-half (1/2) the period specified for a Plan Artist, or (b) such ARTIST's contract term, whichever is less. Such Principal's compensation during any period of sick leave shall be the minimum rate of compensation applicable to such Principal as set forth in Article FIFTH (A), (B) or (C) for each week of disability. Except as provided in this Paragraph B, all the other provisions of this Article ELEVENTH shall be applicable to such Principals.

ARTICLE ELEVENTH (Cont'd)

C. TERMINATION OF EMPLOYMENT BY REASON OF ILLNESS

During his/her first season of employment, The Met shall have the right to terminate the employment of any Principal engaged on a weekly basis if by reason of illness or disability such Principal is unable to appear for more than one-half (1/2) of the scheduled professional services required during the first two (2) months of employment.

TWELFTH: HEALTH AND LIFE INSURANCE

A. PLAN ARTISTS

All Plan Artists engaged for thirty-four (34) or more weeks shall receive Comprehensive Medical, Vision, and Dental Insurance and a Life Insurance policy at no expense to such ARTISTS. Life Insurance shall be an amount equal to two (2) times such Plan Artist's annual salary for the prior year, as shown on his/her W-2 form for such year, or one hundred four (104) times such Plan Artist's regular weekly compensation of the prior year, whichever is greater, except that in no event shall the benefit exceed two hundred thousand dollars (\$200,000). In the event a Plan Artist is making contributions towards a deferred annuity, the amount of such contribution shall, nevertheless, be considered as compensation for the purpose of determining Life Insurance. Summary Plan Descriptions of each of the Plans shall be available upon request from The Met's Human Resources department. It is understood that The Met obligates itself to furnish coverage only and not monies in lieu of coverage.

B. ALL WEEKLY PRINCIPALS OTHER THAN PLAN ARTISTS

1. All Principals (other than Plan Artists) engaged on a weekly basis for a minimum of ten (10) weeks during any year shall be entitled to the benefits of any medical insurance provided by The Met to Plan Artists, provided (a) that any such Principal shall pay one-half (1/2) the cost of any such insurance, and (b) such Principal shall sign and return the application form furnished by The Met within thirty (30) days after the application is furnished to Principal. It is understood that no refunds will be made.

2. All Solo Singers (other than Plan Artists) engaged during any year on a weekly basis for a minimum number of weeks equal to the length of the regular New York season in such year and whose weekly compensation for such year does not exceed the applicable amount specified in Article SECOND for a Plan Artist, shall receive the benefits of any medical insurance provided by The Met to Plan Artists, at no cost, for such year.

3. AGMA HEALTH FUND:

- (a) The Met shall provide health insurance coverage under the AGMA Health Fund to a Stage Director or Assistant Stage Director who is not a Plan Artist and who is engaged for a minimum of twenty (20) weeks in any year and elects to receive such coverage. Such coverage shall be on an annual basis, September 1 through August 31, for which The Met shall make contributions on behalf of each such Principal up to a maximum annual amount of \$3,000.00.
- (b) A Stage Director or Assistant Stage Director who qualifies for coverage as specified in subparagraph (a) shall have the option of participating in The Met's medical insurance plan as specified in Article TWELFTH (B) (1) in lieu of such AGMA coverage.
- (c) In the event The Met's contribution to the AGMA Health Fund is insufficient to provide a full year's coverage thereunder, AGMA agrees to continue the individual Stage Director's or Assistant Stage Director's coverage for such year, subject to receiving the balance of the required contribution directly from such individual.

ARTICLE TWELFTH, B. (Cont'd)

4. A Stage Director who participates in The Met's medical insurance plan shall have the option of participating in The Met's Flexible Account program, subject to the provisions of that program.

THIRTEENTH: USE OF PRINCIPAL'S NAME AND BROADCAST, TELECAST, SIMULCAST RIGHTS

A. USE OF PRINCIPAL'S NAME

The Met shall have the right to use Principal's name or likeness in connection with Principal's performances for The Met and the broadcasts, telecasts, simulcasts of performances, or publicity relating thereto. The Met shall have the further right to grant permission for similar use to any other person, firm or corporation, sponsoring or having any connection with such broadcasts, but in no event shall the name or likeness of Principal be used to sponsor any product or service, without the written consent of Principal.

B. PRIOR CONTRACT EXCLUSIONS

The rights of The Met with respect to radio broadcasts under this Article THIRTEENTH are subject to any contracts made by Principal prior to the making of this contract and Principal simultaneously shall furnish The Met with copies of any provisions of any contracts which will in anyway restrict The Met's rights hereunder.

FOURTEENTH: USE OF METROPOLITAN OPERA'S NAME BY PRINCIPAL

A. Principal shall not consent to or permit the use of the name "Metropolitan", "The Met", or any variant thereof in connection with the endorsement by Principal of any product or service. A provision in any contract entered into by Principal for such endorsement specifically negating the right to any such use of the Metropolitan Opera's name shall be deemed full compliance with the provisions of this Paragraph A.

B. So long as Principal remains on the Metropolitan Opera roster, Principal shall not use, consent to, or within Principal's reasonable control permit the use of the name "Metropolitan", "The Met", or any variant thereof, except as descriptive of Principal's individual status as a Metropolitan Opera Principal in billings, advertising, announcements, three-sheets, press releases, and similar material issued by or on behalf of Principal solely in connection with Principal's recitals, concert performances, or operatic performances; it being understood that nothing herein contained shall derogate from the provision of Article EIGHTH of this contract.

C. Principal agrees that if at any time Principal shall cease to be on the Metropolitan Opera roster, Principal will not use the Metropolitan Opera name except as provided in Paragraph B of this Article; provided further, however, that Principal's use thereof shall not be of such a character (whether by affirmative statement or by omission) as to indicate to the public or to purchasers of talent that Principal is currently associated with The Met. To have fulfilled the requirements of this paragraph, in all literature furnished by or on behalf of Principal in which the Metropolitan Opera name shall appear in any way, language such as "formerly of" or "formerly associated with" or "former artist of" shall be used.

FIFTEENTH: REENGAGEMENT

A. Each Weekly Artist (except Principal Dancers) with whom The Met has not entered into negotiations for reengagement for the succeeding year prior to the last day of February shall be notified on or before that date whether or not The Met intends to offer such Principal reengagement provided, however, that:

1. In no event shall such notification be deemed a binding commitment on either party.
2. Any Weekly Artist whose first performance during the season shall take place later than February 15 shall be given the notification as to the succeeding year within fifteen (15) days after such first performance.

B. AGMA shall be furnished, within the time provided for in Paragraph A above, with the names of those Principals referred to in said Paragraph A.

C. Each Plan Artist with more than one year of service shall be notified no later than the end of the regular New York season if The Met does not intend to offer such Plan Artist reengagement. Such notice of non-reengagement, however, shall not become effective until the conclusion of the season immediately following such notice of non-reengagement, except in the case of a Solo Singer Plan Artist covered by subparagraph E 2 below. Such notice shall state the reason or reasons for non-reengagement.

D. Nothing contained herein shall limit The Met's right to give notice of non-reengagement to any Plan Artist who, as of the date of said notice has been in the employ of The Met for less than one regular season. Neither shall anything contained herein require The Met to offer reengagement to any Plan Artist who shall have been discharged for cause, by reason of the failure of such ARTIST to fulfill his/her obligations under ARTIST's STANDARD FORM CONTRACT or under this AGREEMENT or who shall have become mentally or physically incapacitated in such manner as to be incapable of properly performing his/her professional duties.

E. A Solo Singer Plan Artist with a minimum of five (5) years of consecutive service as of the date of notification of non-reengagement shall be entitled to the following:

1. Such Plan Artist shall be entitled to a written warning specifying the nature of such ARTIST's problem(s) and such warning shall be given to such ARTIST at least sixty (60) days prior to notice of non-reengagement. Upon receipt of such warning, such Artist shall have the right to meet with those members of the Artistic Direction who are involved in such decision to discuss the ARTIST's problems, but final decision as to whether to issue a notice of non-reengagement shall remain solely within the discretion of The Met. However, if a Plan Artist's problems are solely vocal in nature and if such Plan Artist requests, he/she shall be entitled to an audition by members of the Artistic Direction selected by The Met and such audition shall be held within sixty (60) days from the date of notification of non-reengagement. No later than sixty (60) days after the audition, following due consideration, The Met shall notify such ARTIST and AGMA in writing of its decision, which decision shall be final and binding upon such Plan Artist and shall not be subject to arbitration, provided, however that in the event The Met fails to give timely notice of non-reengagement, ARTIST shall have the right to arbitrate solely the question of whether or not such notice was timely. Nothing contained in this subparagraph 1 shall in any way limit The Met's right to notify such ARTIST of non-reengagement.

ARTICLE FIFTEENTH, E. (Cont'd)

2. In the event that The Met determines not to rescind such notice of non-reengagement, it shall become effective upon the conclusion of the second season immediately following such notice of non-reengagement. During such second season, The Met shall have the right to reduce the employment of such ARTIST based upon a formula which takes into account (i) the number of weeks such ARTIST was under contract during the preceding season which shall be (ii) equated to the number of such ARTIST's consecutive years of service as follows:

<u>Years of consecutive Service</u>	<u>Percentage of number of weeks ARTIST under contract during preceding season</u>
5 years	50%
8 years	60%
12 or more years	70%

SIXTEENTH: SEVERANCE

- A. The terms and provisions of this Article SIXTEENTH shall be applicable only to the following:

1. All Principals engaged on a per performance basis receiving more than the following amounts per performance:

August 1, 2001 - July 31, 2002: \$2,369.00
August 1, 2002 - July 31, 2003: \$2,440.07
August 1, 2003 - July 31, 2004: \$2,537.67
August 1, 2004 - July 31, 2005: \$2,613.80
August 1, 2005 - July 31, 2006: \$2,718.35

and

2. All Principals engaged on a per performance basis receiving the following per performance rate or less:

August 1, 2001 - July 31, 2002: \$2,369.00
August 1, 2002 - July 31, 2003: \$2,440.07
August 1, 2003 - July 31, 2004: \$2,537.67
August 1, 2004 - July 31, 2005: \$2,613.80
August 1, 2005 - July 31, 2006: \$2,718.35

who elect in writing to The Met to be covered by this Article SIXTEENTH in lieu of the Metropolitan Opera Association Retirement Plan, and

3. All Principals engaged on a weekly basis not eligible for coverage under the Metropolitan Opera Association Retirement Plan.

It is understood that no Principal shall accrue benefits under the provisions of this Article SIXTEENTH and under the Metropolitan Opera Association Retirement Plan for the same period of said Principal's engagement.

ARTICLE SIXTEENTH (Cont'd)

B. If The Met shall fail to offer any Principal referred to in Paragraph A, a contract or contracts for each Regular Season following that in which such Principal has qualified for severance (such season being hereinafter referred to as the "qualifying season"), which contract or contracts shall guarantee to such Principal an aggregate amount for such following season equal to at least one-half (1/2) the aggregate amount guaranteed in such Principal's contract for the qualifying season or any of the two preceding seasons, whichever is greater, then, in such event, such Principal may elect to retire and shall thereupon be entitled to the severance allowance set forth in Paragraph D. It is understood that such election may not be exercised unless The Met shall have failed to offer the contract referred to in this paragraph prior to July 15 of the year in which Principal elects to retire. Notice of such election must be given to The Met, in writing, on or before August 15 of such year.

C. A Principal shall be deemed to have completed a qualifying season and to qualify for a severance allowance if Principal shall have furnished his/her services to The Met as a Principal for not less than thirteen (13) "service seasons" (as hereinafter defined) within not more than sixteen (16) consecutive performance seasons of The Met, the thirteenth such "service season" being the qualifying season. A Principal shall be deemed to have furnished services for one (1) "service season" if he or she shall during any performance season render services for ten (10) or more weeks if engaged on a weekly basis, or for ten (10) or more performances if engaged on a single performance basis. A Principal shall be deemed to have furnished services for one-half (1/2) of a "service season" if he or she shall during any performance season render services for less than ten (10) weeks if engaged on a weekly basis, or for less than ten (10) performances if engaged on a single performance basis.

D. In the event that a Principal qualified for severance, as provided in Paragraph C, shall elect to retire in accordance with the provisions of Paragraph B, and in the event that The Met shall give a season commencing in the year of the effective date of retirement, The Met shall pay to such Principal a severance allowance in an amount equal to the sum of two hundred (\$200) dollars multiplied by each "service season" as computed in accordance with the provisions of Paragraph C up to twenty (20) such seasons, plus the sum of one hundred (\$100) dollars multiplied by each such "service season" in excess of twenty (20) but in no event in excess of five thousand (\$5,000) dollars.

E. Subject to the provisions of this Paragraph E, a Principal who has prior to the July 15 following any season in which he or she has rendered services to The Met (the effective date of retirement):

1. qualified for severance under the provisions of Paragraph C hereof; and
2. shall have furnished his/her services to The Met as a Principal for a minimum of twenty (20) "service seasons" as computed in accordance with the provisions of said Paragraph C; and
3. has attained the age of forty-five (45) years

may file notice of retirement, as provided in Paragraph B hereof provided that such notice shall be given in the manner required in Article NINETEENTH of SECTION ONE of the AGREEMENT and not less than two (2) weeks prior to such effective date of retirement.

F. In the event of filing of the notice referred to in Paragraph E, and in the further event that The Met shall give a season commencing in the year of the effective date of retirement, then The Met shall be obligated to pay such retiring Principal a severance allowance computed in the same manner as referred to in Paragraph D, such allowance to be payable in the full amount or in equal installments within a twelve (12) month period at Principal's option.

ARTICLE SIXTEENTH (Cont'd)

G. Notwithstanding anything contained in Paragraphs E and F, no more than three (3) Principals shall be permitted to retire as of the same effective date. In the event that more than three (3) such Principals shall apply for retirement as of the same effective date of retirement, then AGMA and The Met shall agree as to which three (3) applicants shall be so retired.

H. Should a retired Principal die during the period of installment payments referred to in Paragraph F, then the balance of the payments due shall be paid in the same manner as provided in Paragraphs I and J.

- I. 1. If as of the time of a Principal's death, Principal shall have qualified for severance, as provided in Paragraph C hereof, and if such Principal shall leave surviving a wife, husband, minor children or other legal dependents for or to whom such Principal has been providing regular support and concerning whom such Principal has claimed dependency exemption in his/her last Federal income tax return, then, in such event, The Met shall pay the severance allowance as computed in accordance with the provisions of Paragraph D to or for the benefit of said wife, husband, minor children or other dependents, or any or all of them, said allowance to be paid in the full amount or in equal installments within a twelve (12) month period, as provided in Paragraph J.
2. In the event that there shall be no recipients of the class referred to above, The Met shall make such payments to any person who had paid on behalf of such deceased Principal reasonable medical expenses in connection with any final illness and/or burial expenses and who shall submit satisfactory proof thereof to The Met. The Met shall make such payments only to the extent of its obligation hereunder or to the extent of the amount of such expenses, whichever is less.

J. Notwithstanding anything herein contained, in the event that any payments are to be made pursuant to the provisions of Paragraphs H and I (1), The Met shall be entitled to make such payments to the personal representatives, administrators, executors, trustees, widow, widower, minor children, or other legal dependents of such Principal, or to some or any or all of them, in such proportions as it shall in its sole discretion, after consultation with the representatives of AGMA, determine.

K. The various severance allowances provided in Paragraphs C-D, E-H, and I, respectively, are mutually exclusive. No person shall be entitled to make claim for any severance allowance herein provided unless:

1. such person is a Principal claiming such severance, or his/her executor, administrator or personal representative, or any person referred to in Paragraph I (2), hereof, and
2. such claim has been submitted to AGMA in writing at least ninety (90) days before presenting it to The Met, and shall have set forth the facts upon which said claim is based, and
3. AGMA shall have made a determination concerning the validity of said claim prior to the presenting of any such claim to The Met, a copy of said determination shall be furnished together with said claim to The Met. Failure or refusal by AGMA to pass upon such claim to The Met and any determination by AGMA shall not in itself be final or binding upon The Met or claimant if in fact in derogation of any of the provisions of this Article,
4. AGMA undertakes to use its best efforts to make a determination concerning the validity of claims presented hereunder with a view to obtaining the orderly presentation of claims and to avoid a presentation of claims based upon a misconception either of fact or of contractual obligation on the part of claimant.

ARTICLE SIXTEENTH (Cont'd)

L. It is understood that when a severance allowance has actually become payable and such allowance is payable in installments, the continued payment of such installments shall remain a permanent obligation of The Met.

M. Notwithstanding anything herein contained:

No Principal may elect to retire and receive severance under the foregoing provisions of this Article if at the time of any attempted exercise of such election, he/she shall have been in substantial breach of such Principal's last contract with The Met. If any dispute shall arise as to whether or not the conduct of any Principal constituted a substantial breach of contract for the purposes of barring the aforesaid attempted exercise of such election, it shall be subject to arbitration in accordance with the provisions of this AGREEMENT.

N. In the event that any Principal entitled to severance shall elect to retire and shall in fact accept payment of such Principal's severance allowance, and if subsequently such Principal shall accept any engagement with The Met, this fact shall not entitle such Principal to any increase in the aforesaid severance allowance as theretofore computed.

O. In the event that The Met is entitled to make payment of severance in installments, with the consent of Principal, such installments may be made quarterly or semi-annually. Such arrangement shall be confirmed in writing, and no change shall be made therein except with the written consent of both parties.

SEVENTEENTH: MAXIMUM TERM OF PRINCIPAL'S CONTRACT

A. The term of any Principal's contract, including options, shall not exceed three (3) years.

B. The Met will set forth in Schedule A of each Solo Singer's STANDARD PRINCIPAL'S CONTRACT, which contains option(s) for subsequent season(s), the consideration of whatsoever nature given Principal in return for the option(s).

EIGHTEENTH: UNION MEMBERSHIP AND AUTHORIZATION FOR DEDUCTIONS

Each Principal's contract shall include the following language: "Principal hereby warrants that he/she is a member of AGMA in good standing, or will become a member in good standing prior to performing in any rehearsals or performances, and that he/she will remain in good standing with AGMA for the duration of this contract."

NINETEENTH: ARBITRATION

Any dispute as to the interpretation, application, or alleged violation or breach of this AGREEMENT shall be determined in the manner set forth in Articles ELEVENTH and TWELFTH of SECTION ONE, except as expressly provided otherwise in the AGREEMENT.

TWENTIETH: COMMITTEES

A. The Met agrees to meet regularly during the New York season and otherwise as necessary with a small committee of Principals to discuss anticipated problems affecting the Principals, such as classification of roles as major and non-major, rehearsal schedule, etc. Such committee of Principals shall also attend the weekly meeting of the Artistic Administration and the Maestri and will be invited to attend all stage plan meetings.

ARTICLE TWENTIETH (Cont'd)

B. Members of the negotiating and grievance committees who are requested to participate in meetings with The Met at a time when they would otherwise be participating in a rehearsal or performance shall suffer no loss in compensation as a result of participation in such meetings.

TWENTY-FIRST: MISCELLANEOUS

A. NOTICE

Any notice, consent, or approval to be furnished by The Met to any Principal under the provisions of this AGREEMENT, or under the provisions of the AGREEMENT between AGMA and The Met shall be deemed properly given, if sent in writing in a postpaid wrapper or by telegram or cable addressed (a) to Principal at the last address furnished in writing by Principal to The Met, or (b) to Principal's agent, provided written notice is also sent to Principal; or (c) if delivered in writing personally to Principal unless other provision is specifically made with respect thereto.

B. ADDITIONAL PROVISIONS

Additional provisions not set forth in the printed portion of this contract may be set forth under Schedule A and any terms so set forth are hereby made a part of this contract, the foregoing being subject however to the provisions of Article FIFTH (A) and (B) of SECTION ONE of the AGREEMENT; terms may not be set forth therein which are less favorable to Principal than (1) the printed provisions of this contract; or (2) the provision of the AGREEMENT.

C. Any question as to the validity, construction, or performance of this AGREEMENT shall be construed in accordance with and governed by the procedural and substantive laws of the State of New York.

TWENTY-SECOND: CAPTIONS

Headings and captions inserted in this SECTION TWO are for convenience only and shall not be considered for any purpose as a part of this AGREEMENT.

SECTION THREE: CHORISTERS

FIRST: INCORPORATION OF SECTION ONE

The provisions of SECTION ONE of this AGREEMENT are incorporated herein. To the extent any of the provisions herein may be interpreted to conflict with provisions in SECTION ONE, the provisions herein shall control.

SECOND: MISCELLANEOUS DEFINITIONS

Unless otherwise specifically provided in this SECTION THREE:

Year: The term 'year' and '2001-02', '2002-03', '2003-04', '2004-05' and '2005-06' shall mean the following periods:

2001-02 - August 1, 2001 through July 31, 2002
2002-03 - August 1, 2002 through July 31, 2003
2003-04 - August 1, 2003 through July 31, 2004
2004-05 - August 1, 2004 through July 31, 2005
2005-06 - August 1, 2005 through July 31, 2006

Week: The term 'week' shall mean seven (7) consecutive days beginning on Monday and ending the following Sunday.

Stage Rehearsal: The term 'stage rehearsal' shall mean a rehearsal held on the main stage only.

Combined Staging Rehearsal: The term 'combined staging rehearsal' shall mean a rehearsal held on other than the main stage in which more than three (3) members of other Performing Groups participate.

Studio Rehearsal: The term 'studio rehearsal' shall mean any musical rehearsal other than a sitzprobe or any rehearsal held on other than the main stage in which not more than three (3) members of other Performing Groups participate.

Solo Rehearsal: The term 'solo rehearsal' shall mean any rehearsal for a non-chorus part and/or one (1) voice to a line, either on stage or in a studio.

Solo Part: The term 'solo part' shall mean any solo part performed: Solo Singer; Principal, Intermediate, or Minor Part; or one voice to a line.

Sitzprobe: The term 'sitzprobe' shall mean a seated musical rehearsal in which the orchestra participates.

Room Rehearsal: The term 'room rehearsal' shall mean a studio rehearsal, sitzprobe, or solo rehearsal.

Performance: A 'performance' shall be considered, for purposes of this AGREEMENT, as only one (1) 'performance' even though it may consist of two (2) or more works.

Pre-Season: The term 'Pre-Season' shall mean rehearsal weeks immediately preceding the regular New York subscription season or any festival season or series of staged performances at the Metropolitan Opera House.

Regular Season: The term 'Regular Season' shall mean:

- (1) the regular New York subscription season; and
- (2) any festival season or series of staged performances at the Metropolitan Opera House.

ARTICLE SECOND (Cont'd)

Tour: The term 'Tour' shall mean:

- (1) Regular Tour: All performance weeks outside New York City but restricted to Continental U.S.A. and Canada.
- (2) Mid-Winter Tour: Special mid-winter performance weeks outside Continental U.S.A. and Canada (e.g., Caribbean area, Mexico, etc.). Special conditions attendant to mid-winter and international tours, i.e., per diem, passports, shots, etc., will be discussed and agreed to with AGMA prior to any such tour.
- (3) International Tour: Special performance weeks in South America and/or the Eastern Hemisphere (e.g., Europe, Asia, etc.).
- (4) Unit Tours: Any performance weeks outside New York City of any individual unit or combination of units of the Metropolitan Opera (i.e., Ballet, Chorus, Principals).

Off Season: The term 'Off-Season' shall mean any weeks during June - September in which performances of operetta, opera, ballet, concerts, recitals, etc. are given in New York City and environs and preparation therefor (e.g., parks, Long Island, Metropolitan Opera House, etc.) other than a festival season or series of staged performances at the Metropolitan Opera House. This shall not include, however, any summer or fall tour such as Garden State, Wolf Trap Farm, etc.

THIRD: RATES OF COMPENSATION – EMPLOYMENT ON A WEEKLY BASIS

A. WEEKLY COMPENSATION

All Choristers employed on a weekly basis shall receive as weekly compensation, based on seniority, the following:

<u>Seniority*</u>	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05¹</u>	<u>2005-06¹</u>
1	\$1,128.55	\$1,162.41	\$1,208.91	\$1,245.18	\$1,294.99
2	1,222.56	1,259.24	1,309.61	1,348.90	1,402.86
3	1,316.59	1,356.09	1,410.33	1,452.64	1,510.75
4	1,410.66	1,452.98	1,511.10	1,556.43	1,618.69

B. COST OF LIVING ADJUSTMENT

1. If the average annual percentage increase in the BLS CPI for the NY – Northeastern NJ – LI (All Items, All Urban Consumers) (U) for the three-year period of August 1, 2001 through July 31, 2004 exceeds 4.0%, then all wage rates in this SECTION THREE, with the exception of (i) rehearsal rates, (ii) fees for body make-up and heavy carries, and (iii) per diem, for the period commencing August 1, 2004 through July 31, 2005 shall be increased by such excess percentage above 4.0% up to an additional 2%.

* Based upon the number of years of full-time employment with The Met computed in accordance with the provisions of the Metropolitan Opera Association Retirement Plan.

¹ See Article THIRD (B) for possible Cost of Living wage adjustments to take effect August 1, 2004 and/or August 1, 2005.

ARTICLE THIRD, B. (Cont'd)

2. If the average annual percentage increase in the BLS CPI for the NY – Northeastern NJ – LI (All Items, All Urban Consumers) (U) for the four-year period of August 1, 2001 through July 31, 2005 exceeds the sum of 4.0% and the COLA, if any, resulting from subparagraph 1. above, then all wage rates in this SECTION THREE, with the exception of (i) rehearsal rates, (ii) fees for body make-up and heavy carries, and (iii) per diem, for the period commencing August 1, 2005 through July 31, 2006 shall be increased by such excess percentage above 4.0%, less any COLA received in the previous year, up to an additional 2.0%.

C. PROFESSIONAL SERVICES COVERED BY WEEKLY COMPENSATION

The weekly compensation is based on the following professional services (excluding all 'overtime services', body make-up, carries of a human being and heavy objects, rehearsal for solo parts, broadcasts, and telecasts for which additional compensation is paid) rendered by Choristers:

1. PREF-SEASON

During Pre-Season, up to twenty-seven and one-half (27-1/2) hours of rehearsals, fittings, and photo calls per week, no more than fifteen (15) hours of which shall be studio rehearsals.

2. REGULAR SEASON

During the Regular Season, up to four (4) performances per week. Dressing and undressing before and after a performance shall be included in the services for which the weekly compensation is paid, subject to the provisions of Article THIRD (D) (5).

3. TOUR

(a) During the Tour up to five (5) performances per week. Dressing and undressing before and after a performance shall be included in the services for which the weekly compensation is paid, subject to the provisions of Article THIRD (D) (5).

(b) The regular Spring Tour shall not exceed eight (8) weeks.

(c) The Met shall have the right concerning the length of its regular Spring Tour to schedule, within a single week, a combination of (a) staged performances in a tour city, and (b) parks performances in the New York metropolitan area. During such combination week, Choristers shall perform up to five (5) performances plus a rain date and shall be engaged on a weekly basis.

4. OFF-SEASON

During the Off-Season, up to four (4) performances per week, each of no more than two and one-half (2-1/2) hours' duration, and up to four (4) rehearsals, fittings and photo calls per week, each of no more than two and one-half (2-1/2) hours' duration.

D. CONDITIONS APPLICABLE TO PERFORMANCES DURING REGULAR SEASON AND TOUR

1. STANDARD PERFORMANCE WEEK

(a) Regular Season

The standard performance week during the Regular Season shall be up to four (4) performances per week.

ARTICLE THIRD, D. (Cont'd)

(b) Tour

The standard performance week during the Tour shall be up to five (5) performances per week.

2. PERFORMANCE RATE OF PAY

Chorister's regular performance rate of pay (hereinafter referred to as 'performance rate') shall be one-seventh (1/7) of his/her weekly compensation. A Chorister's regular hourly rate of pay for performance time (hereinafter referred to as 'hourly performance rate') shall be one-fourth (1/4) of his/her performance rate.

3. ADDITIONAL PERFORMANCES

(a) Any Chorister who performs in more than four (4) performances in a week shall, in addition to his/her weekly compensation, receive compensation as follows:

- (i) Any Chorister who performs in a fifth (5th) performance in a week shall receive for such performance:

<u>Seniority*</u>	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05¹</u>	<u>2005-06¹</u>
1	\$242.43	\$250.53	\$261.66	\$270.34	\$283.43
2	262.64	271.41	283.46	292.86	307.05
3	282.84	292.29	305.27	315.39	330.67
4	303.04	313.17	327.07	337.92	354.29

- (ii) Any Chorister who performs in a sixth (6th) performance in a week shall receive one and one-half (1-1/2) times his/her performance rate for such performance, and any Chorister who performs in a seventh (7th) performance in a week shall receive double (2) times his/her performance rate for such performance.

(b) The maximum number of consecutive weeks in which a Chorister may be required to work seven (7) performances shall be three (3), with the understanding that The Met may request from a Chorister a waiver of this limitation, such waiver not to be unreasonably withheld.

(c) Fifth (5th) performances in a vocal category shall be distributed as equitably as possible among the Choristers in such category during the course of any year.

4. PERFORMANCE ON SUNDAY OR A FREE PERIOD

Any Chorister who performs on a Sunday or during a free period as specified in Article SEVENTH hereof shall, in addition to his/her weekly compensation, receive double (2 times) his/her performance rate for each such performance.

* Based upon the number of years of full-time employment with The Met computed in accordance with the provisions of the Metropolitan Opera Association Retirement Plan.

¹ See Article THIRD (B) for possible Cost of Living wage adjustments to take effect August 1, 2004 and/or August 1, 2005.

ARTICLE THIRD, D. (Cont'd)

5. PERFORMANCE OVERTIME

(a) Performance in Excess of Four Hours

Any Chorister who performs in excess of four (4) hours [inclusive of thirty (30) minutes for dressing, but exclusive of undressing] shall, in addition to his/her weekly compensation, be paid at the rate of one and one-half (1-1/2) times his/her hourly performance rate for such excess time.

(b) Performance Extending Beyond Midnight

Any Chorister who performs beyond midnight (exclusive of dressing and undressing) shall, in addition to his/her weekly performance, be paid at the rate of double (2 times) his/her hourly performance rate for such excess time.

(c) In Excess of Seven and One-Half Hours in Any Day

Any Chorister whose service [whether rehearsal or performance or a combination thereof, including thirty (30) minutes for dressing before a performance but excluding undressing after a performance] is in excess of a total of seven and one-half (7-1/2) hours of work between 10:30 A.M. and midnight in any day shall, in addition to his/her weekly compensation, be paid at the rate of one and one-half (1-1/2) times his/her hourly performance rate for such excess time. For this purpose, the term 'hours of work' shall include the full period of any minimum call, whether worked or not. However, only actual time worked shall be counted for any hour, or segment thereof, which is paid at a premium rate.

(d) On any day when the premium to which a Chorister who works two services and is entitled according to (c) above (for services in excess of the maximum number of hours per day) equals or exceeds the premium to which a Chorister who works only the evening performance is entitled, the Chorister who is entitled to premium pay according to (c) shall receive an additional one-half (1/2) times his/her then-applicable regular hourly rate for that portion of his/her premium time that is the same as for the Chorister who works only the evening performance. Article THIRD (I) shall not apply to the application of this subparagraph.

(e) Compensation for performance overtime shall be paid in segments of thirty (30) minutes for each thirty (30) minutes or less of work.

6. PERFORMANCE EXTRAS

(a) A Chorister shall, in addition to his/her weekly compensation, be paid a fee for the following performance services:

	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
Principal Solo*	\$300.14	\$309.14	\$321.51	\$331.16 ¹	\$344.41 ¹
Intermediate Part*	200.08	206.08	214.32	220.75 ¹	229.58 ¹
Minor Part*	100.00	103.00	107.12	110.33 ¹	114.74 ¹
Body Make-up	50.50	54.50	58.50	62.50	66.50
Carries of Human Being	50.50	54.50	58.50	62.50	66.50
Carries of Heavy Objects	50.50	54.50	58.50	62.50	66.50

* As specified in the Appendix annexed to this SECTION THREE of the AGREEMENT.

¹ See Article THIRD (B) for possible Cost of Living wage adjustments to take effect August 1, 2004 and/or August 1, 2005.

ARTICLE THIRD, D. (Cont'd)

(b) A Chorister shall, in addition to his/her weekly compensation, be paid the following fee for the carry of a few exceptionally heavy objects. A list of such objects will be prepared in consultation with the Chorus Delegates:

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
\$ 50.50	\$ 54.50	\$ 58.50	\$ 62.50	\$ 66.50

(c) A Chorister required to use body make-up (i.e., make-up required on any part of the body below the neck, above the elbow, or above the knee) shall be paid a fee of:

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
\$ 50.50	\$ 54.50	\$ 58.50	\$ 62.50	\$ 66.50

(d) A Chorister who replaces a Solo Singer in a performance of a role not listed in the Appendix shall, in addition to his/her weekly compensation, be paid a fee of:

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u> ¹	<u>2005-06</u> ¹
\$458.40	\$472.15	\$491.04	\$505.77	\$526.00

(e) A Chorister who is designated as a first cover for a Solo Singer in a performance of a role not listed in the Appendix and who performs as a member of the Chorus and covers such role in the same performance shall, in addition to his/her weekly compensation, be paid a fee of:

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u> ¹	<u>2005-06</u> ¹
\$ 91.68	\$ 94.43	\$ 98.21	\$101.16	\$105.21

(f) Acting Roles, either created by the Stage Director or indicated in the score, shall be classified according to Principal Solo, Intermediate, or Minor Parts and shall be compensated in accordance with this Paragraph D (6) (a).

(g) Choristers asked to super on tour shall be compensated at the same rate as the New York super or at the following rate, whichever is higher:

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u> ¹	<u>2005-06</u> ¹
\$ 41.67	\$ 42.92	\$ 44.64	\$ 45.98	\$ 47.82

7. CREDIT FOR PERFORMANCES OR COVERS

(a) If a Chorister is required to participate in or attend a performance in any capacity, it shall be counted as one (1) performance in that week.

(b) A Chorister who is designated a first cover but is not required to attend the performance for which he/she is covering shall receive credit for one-half (1/2) a performance.

¹ See Article THIRD (B) for possible Cost of Living wage adjustments to take effect August 1, 2004 and/or August 1, 2005.

ARTICLE THIRD, D. (Cont'd)

(c) A Chorister who is designated as a first cover for a Valkyrie or a Meister or a role in any opera in which the Chorister is not involved and who is required to attend the performance for which such Chorister is first cover shall, in addition to his/her weekly compensation and the appropriate performance credit receive the following:

- (i) if the Chorister has actually performed during the week in fewer than the applicable number of performances covered by the weekly compensation, as specified in Article THIRD (C):

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05¹</u>	<u>2005-06¹</u>
\$ 62.50	\$ 64.38	\$ 66.96	\$ 68.97	\$ 71.73

- (ii) if the Chorister has actually performed during the week in the number of performances covered by the weekly compensation as specified in Article THIRD (C):

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05¹</u>	<u>2005-06¹</u>
\$125.04	\$128.79	\$133.94	\$137.96	\$143.48

E. CONDITIONS APPLICABLE TO REHEARSALS DURING THE PRE-SEASON, REGULAR SEASON AND TOUR

1. MINIMUM CALLS

(a) The minimum call for a rehearsal, fitting, photo call or any combination thereof, shall be two and one-half (2-1/2) hours, except that the minimum call shall be one (1) hour for a separate rehearsal call scheduled within one (1) hour prior to a Chorister's performance call, which separate call shall pertain to the immediately following performance.

(b) A fitting preceding or following a rehearsal and the rehearsal shall be treated as a single call. If a fitting outside the Metropolitan Opera House precedes or follows a rehearsal, time from or to the costumer, as the case may be, shall be counted as time worked.

(c) The minimum call for a photo call following an evening performance shall be two (2) hours.

2. REHEARSAL PERIOD

(a) Except as provided herein, a Chorister's rehearsal shall consist of the time intervening between his/her rehearsal call and the time of his/her dismissal from the rehearsal. For a room rehearsal, a Chorister shall receive the applicable compensation for all time between the Chorister's call for such rehearsal and the approximate stop time posted in the daily schedule for such rehearsal.

(b) If the period between dismissal from one rehearsal and the call for a subsequent rehearsal shall be less than one (1) hour, or if Chorister is required to remain in costume between such calls, then there shall be deemed to be only one (1) call therefor and the rehearsal period shall be deemed continuous from the beginning of the first rehearsal to the end of the subsequent rehearsal. If the interval between dismissal from one rehearsal and the call for a subsequent rehearsal shall be more than two (2) hours, the call for the subsequent rehearsal shall be deemed to begin at the end of said two (2) hour interval or, at the option of The Met, the rehearsal period shall be deemed continuous from the beginning of the first rehearsal to the end of the subsequent rehearsal. The interval between the end of the first rehearsal call and the beginning of the second rehearsal call which are deemed to be a single rehearsal call shall be paid at the hourly rehearsal rate unless such interval occurs at a time of the day for which a premium rate is payable or on a day requiring the payment of premium rates.

¹ See Article THIRD (B) for possible Cost of Living wage adjustments to take effect August 1, 2004 and/or August 1, 2005.

ARTICLE THIRD, E. (Cont'd)

(c) If more than two (2) rehearsal calls are made in any one (1) day, the second rehearsal period shall consist of all time from Chorister's second rehearsal call to the time of his/her dismissal from the final rehearsal of the day except for a rehearsal call within one (1) hour before Chorister's performance call.

3. REHEARSAL LIMITATIONS

(a) Starting time

- (i) No rehearsal (including dressing) shall commence prior to 10:30 A.M., except for a rehearsal for a Principal Solo, Intermediate or Minor Part which rehearsal shall not commence prior to 10:00 A.M.;
- (ii) No sitzprobe shall commence prior to 11:00 A.M.;
- (iii) No combined staging rehearsal limited to the Chorus and/or Ballet will commence prior to 11:00 A.M.;
- (iv) No studio rehearsal, other than a rehearsal in which a Chorister sings a Principal Solo, Intermediate or Minor Part, will commence prior to 12:00 Noon, unless such studio rehearsal is preceded by a stage rehearsal, except that a studio rehearsal that involves staging may commence at 11:00 A.M.;
- (v) No rehearsal shall commence prior to 12:00 noon on the day of or the day after a performance in which Chorister appears given in a city other than New York during the Regular Season;
- (vi) No rehearsal shall commence at or after 6:00 P.M. except a dress rehearsal on the main stage in lieu of a performance in the first week of the Regular Season.

(b) There will be no studio rehearsal, combined staging rehearsal or sitzprobe after 6:00 P.M. or within two (2) hours prior to the scheduled commencement time of any performance in which Chorister is scheduled to appear except for essential run-throughs as provided in Article THIRD (E) (6).

(c) During the Regular Season, no Chorister will be required to participate in studio rehearsals exceeding a total of twelve (12) hours in a week or on more than four (4) days in a week.

(d) There will be no rehearsal during the Regular Season on Saturday or on any day in which a Chorister is scheduled to perform in a matinee except in the case of an emergency and then only if such rehearsal is for an opera being performed on that day or night.

(e) There will be no rehearsal on Labor Day, Thanksgiving Day, Christmas Day, New Year's Day or the Fourth of July.

(f) A Chorister participating in a dress rehearsal or performance shall not be required to rehearse for any other opera during the dress rehearsal or performance.

(g) No rehearsal will be held during the regular Spring Tour except in the case of an emergency relating to an opera being performed on the Tour.

ARTICLE THIRD, E. (Cont'd)

4. REHEARSAL COMPENSATION

(a) Regular Rehearsal Rate

The regular hourly rate for all rehearsals, fittings, and photo calls (herein referred to as 'hourly rehearsal rate'), other than as specifically provided in (b), (c), (d) and (e) below, shall be as follows:

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
\$ 50.50	\$ 54.50	\$ 58.50	\$ 62.50	\$ 66.50

Compensation for rehearsals, fittings and photo calls shall be in segments of fifteen (15) minutes or less.

(b) Room Rehearsal Rate

The regular hourly rate for all room rehearsals during the Regular Season, other than as specifically provided in (e) below, shall be as follows:

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
\$ 54.00	\$ 58.00	\$ 62.00	\$ 66.00	\$ 70.00

and such compensation shall be in segments of fifteen (15) minutes or less.

(c) Time and one-half

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
\$ 75.75	\$ 81.75	\$ 87.75	\$ 93.75	\$ 99.75

Compensation at one and one-half (1-1/2) times the hourly rehearsal rate shall be paid for each segment of fifteen (15) minutes or less of the following:

- (i) any rehearsal after 11:00 A.M. for a solo part;
- (ii) any combined staging or stage rehearsal between 10:30 A.M. and 11:00 A.M., provided that dressing during such period for a stage rehearsal shall be paid at the hourly rehearsal rate;
- (iii) the first half-hour of any combined staging, sitzprobe or studio rehearsal within four and one-half (4-1/2) hours prior to the scheduled commencement time of any performance in which Chorister appears [except for essential run-throughs as provided in Article THIRD (E) (6), or on a day when the Chorister has not worked a minimum call of two and one-half (2-1/2) hours], unless such period is otherwise payable according to (d) (iii) below;
- (iv) the first half-hour of any stage rehearsal within four and one-half (4-1/2) hours prior to an 8:00 P.M. performance curtain if Chorister's sign-in time for that performance is 8:00 P.M. or earlier [except for essential run-throughs as provided in Article THIRD (E) (6), or on a day when the Chorister has not worked a minimum call of two and one-half (2-1/2) hours], unless such period is otherwise payable according to (d) (iii) below;
- (v) any sitzprobe between 11:00 A.M. and 12:00 noon;
- (vi) any rehearsal hours in excess of twenty-seven and one-half (27-1/2) hours in a week during Pre-Season;

ARTICLE THIRD, E. (Cont'd)

- (vii) any studio rehearsal hours in excess of fifteen (15) hours in a week during Pre-Season.

(d) Double Time

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
\$101.00	\$109.00	\$117.00	\$125.00	\$133.00

Compensation at double (2 times) the hourly rehearsal rate shall be paid for each segment of fifteen (15) minutes or less of the following:

- (i) any studio rehearsal in excess of three (3) hours in a day;
- (ii) any stage rehearsal within three (3) hours prior to the scheduled commencement time of any performance in which Chorister appears [except for essential run-throughs as provided in Article THIRD (E) (6)];
- (iii) any combined staging, sitzprobe or studio rehearsal within four (4) hours prior to the scheduled commencement time of any performance in which Chorister appears [except for essential run-throughs as provided in Article THIRD (E) (6)];
- (iv) any stage rehearsal within four (4) hours prior to an 8:00 P.M. performance curtain if Chorister's sign-in time for that performance is 8:00 P.M. or earlier [except for essential run-throughs as provided in Article THIRD (E) (6)];
- (v) any rehearsal on a Saturday during the Regular Season;
- (vi) any rehearsal on a day in which Chorister is scheduled in a matinee;
- (vii) any rehearsal on a Sunday, as specified in Article SEVENTH (A);
- (viii) any rehearsal during a free period as specified in Article SEVENTH;
- (ix) any photo call following an evening performance;
- (x) any rehearsal during the regular Spring Tour;
- (xi) any rehearsal for a solo part between 10:00 A.M. and 11:00 A.M.;
- (xii) any rehearsal after 6:00 P.M. during Pre-Season;
- (xiii) a dress rehearsal in lieu of a performance during the first week of the Regular Season which commences after 6:00 P.M.
- (xiv) any rehearsal after 4:00 P.M. on a day (Monday - Friday) when the Chorus does not participate in the evening performance.

(e) A room rehearsal during the Regular Season that would otherwise be paid according to (c) or (d) above shall be compensated at the appropriate penalty rate, as follows:

- (i) Time and one-half

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
\$ 81.00	\$ 87.00	\$ 93.00	\$ 99.00	\$105.00

ARTICLE THIRD, E. (Cont'd)

(ii) Double Time

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
\$108.00	\$116.00	\$124.00	\$132.00	\$140.00

(f) A Chorister who carries a human being or a few exceptionally heavy objects during a rehearsal shall, in addition to his/her rehearsal compensation, be paid a fee of:

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
\$ 50.50	\$ 54.50	\$ 58.50	\$ 62.50	\$ 66.50

(g) A Chorister required to use body make-up during a rehearsal shall, in addition to his/her rehearsal compensation, be paid a fee of:

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
\$ 50.50	\$ 54.50	\$ 58.50	\$ 62.50	\$ 66.50

(h) Saturday Rehearsals in Pre-Season

If a Chorister is called to rehearse on a Saturday during Pre-Season, he/she shall be paid at a premium rate for such rehearsal. The applicable hourly premium rate shall be one and one-half (1.5) times the Chorister's individual weekly base compensation divided by twenty-seven and one-half (27.5). Time paid pursuant to this subparagraph shall not be counted towards the twenty-seven and one-half (27.5) hours in a week of Pre-Season (after which overtime is paid).

5. REHEARSALS FOR PRINCIPAL SOLO, INTERMEDIATE OR MINOR PARTS

(a) If a Chorister is called to rehearse a solo part in any capacity on a day when such Chorister is not scheduled to rehearse with the Chorus, he/she shall be paid at the applicable solo rehearsal rate for a minimum of two and one-half (2-1/2) hours.

(b) If a Chorister is called to rehearse a solo part in any capacity on a day when such Chorister is scheduled to rehearse with the Chorus, then he/she shall be paid at one and one-half (1-1/2) times the applicable rehearsal rate for the time actually worked only, but in no event less than one (1) hour, and the balance, if any, of the minimum call shall be paid at the hourly rehearsal rate.

(c) A first cover is to be designated for Chorus solo parts.

(d) A minimum of one (1) hour's rehearsal time is to be given a Chorister assigned to perform or cover a solo part.

6. ESSENTIAL RUN-THROUGHS

(a) If any Chorister substitutes for another Chorister in any scene, he/she and up to four (4) other Choristers with whom he/she directly participates in any particular stage business may, without rehearsal compensation, be called in costume and make-up within the twenty (20) minute period prior to the performance or to any act or scene in which they are to appear in order to run through such stage business.

(b) If the set-up of scenery in any city is different from the set-up on the New York stage, then any Chorister participating in that scene may, without rehearsal compensation, be required to be available on stage in costume and make-up ten (10) minutes prior to any act or scene in which the different scenery set-up is being used, both for artistic reasons and to assure safety of Choristers.

ARTICLE THIRD, E. (Cont'd)

(c) Notwithstanding anything to the contrary contained in this Article THIRD (E), Chorister may be required, during a performance in which he/she appears, to run through any routine in the main stage or dressing room area for safety or artistic reasons (i.e., a duel or a carry with a new artist) without payment of rehearsal compensation therefor.

7. REST PERIODS

(a) Stage Rehearsals, Combined Staging Rehearsals and Sitzproben

Except as provided in (b) below, each Chorister will be allowed a twenty-five (25) minute rest period within the first two (2) hours of a two and one-half (2-1/2) hour call for a stage rehearsal, combined staging rehearsal or sitzprobe and a thirty (30) minute rest period within the first two hours of a three (3) hour call. There will be an additional ten (10) minute rest period approximately at the beginning of each subsequent hour or five (5) minutes at the beginning of each subsequent half-hour.

(b) New York Season Stage Rehearsals and Combined Staging Rehearsals

- (i) A three and one-half (3-1/2) hour Stage Rehearsal or Combined Staging Rehearsal during the Regular Season may consist of two segments, one of a maximum of ninety (90) minutes and the other of a maximum of eighty (80) minutes with a rest period of forty (40) minutes between the two segments which may occur in either order. When the first segment of such rehearsal extends longer than eighty (80) minutes, such segment shall be considered the ninety (90) minute segment and the second segment shall be a maximum of eighty (80) minutes in duration. In the case of a Stage Rehearsal with Orchestra of longer than three and one-half (3-1/2) hours, upon advance notice to the Chorus prior to or during the rehearsal, following the first break of thirty (30) minutes which may take place no later than ninety (90) minutes after the start of the rehearsal (except as otherwise provided in subparagraph (b)(ii) below), the breaks may be scheduled to coincide with the breaks required by the Orchestra under the collective bargaining agreement between The Met and Local 802 of the A.F. of M. in effect at the time, provided that the total amount of rest period required in the rehearsal by this AGREEMENT, i.e., no less than five (5) minutes for each half-hour of rehearsal call, is not reduced and that no break is less than fifteen (15) minutes in duration.
- (ii) In a stage rehearsal with Orchestra during the Regular Season, other than as provided for in (b) (i) above, each Chorister will be allowed a thirty (30) minute rest period within the first two (2) hours of a three (3) hour call, except as specified herein. When the first act being rehearsed in a day is "long" [a minimum of sixty (60) minutes], each Chorister will be allowed a break of no less than fifteen (15) minutes within the first hour and one-half of the rehearsal, scheduled to permit the first act to be completed before the "long break." Such "long break" shall be no less than twenty-five minutes in length, given upon completion of the first act, and shall begin approximately two (2) hours after the start of the rehearsal call. Nothing in this provision shall reduce the required amount of rest period in the complete stage rehearsal, i.e., no less than five (5) minutes for each half-hour of rehearsal call.

(c) Studio Rehearsals

Each Chorister will be allowed a rest period of ten (10) minutes within each hour of a studio rehearsal and a rest period of five (5) minutes in the final rehearsal half-hour, if any. Any two (2) rest periods may be combined so long as no studio rehearsal continues longer than fifty (50) minutes without a rest period.

ARTICLE THIRD, E. (Cont'd)

(d) Transit

If, during a rehearsal, any Chorister shall be required to go from room or stage on one level to room or stage on another level, he/she shall be given a ten (10) minute interval for transit which shall not be charged to earned rest periods.

8. REHEARSAL SCHEDULE AND NOTICE OF CHANGE

Rehearsal schedules, containing approximate stop times, shall be posted by Friday of each week for rehearsals in the succeeding week subject to change no later than 6:00 P.M. on the day before the scheduled rehearsal. If such schedule shall be subsequently altered, then, if such alteration represents a postponement or cancellation of a rehearsal call, any Chorister who is not performing in the house at the time of notice of such alteration, or who is not notified by telephone or telegram prior to 10:00 P.M. on the day immediately preceding the changed rehearsal, and who appears for rehearsal in accordance with the original notice, shall be credited with the minimum rehearsal call, or with the interval between the call specified in the original notice and the time of the postponed call, whichever is shorter. The Met shall continue to make every effort to give as early notice as possible to extra Choristers of the upcoming rehearsal schedule.

F. CONDITIONS APPLICABLE TO PERFORMANCE AND REHEARSAL DURING OFF-SEASON

1. ADDITIONAL PERFORMANCES

A Chorister who appears in a fifth (5) performance in a week shall, in addition to his/her weekly compensation, receive a sum equal to one-fifth (1/5) of his/her weekly compensation. In no event shall there be more than five (5) performances in a week.

2. PERFORMANCE OVERTIME

A Chorister who performs in excess of two and one-half (2-1/2) hours shall, in addition to his/her weekly compensation, receive a sum equal to one-twenty-fifth (1/25) of his/her weekly compensation for each segment of thirty (30) minutes of such excess.

3. REHEARSAL RESTRICTION

During Parks weeks, rehearsals shall be held only on days that performances are scheduled. Rehearsals shall be limited to operas being performed during the then-current summer season (i.e., Parks, Garden State, Wolf Trap Farm, etc.).

4. ADDITIONAL REHEARSALS

A Chorister who participates in more than four (4) rehearsals in a week shall, in addition to his/her weekly compensation, receive a sum equal to one eighth (1/8) of his/her weekly compensation for each such rehearsal in excess of four (4).

5. REHEARSAL OVERTIME

A Chorister who rehearses in excess of two and one-half (2-1/2) hours at any rehearsal shall, in addition to his/her weekly compensation, receive a sum equal to one-eightieth (1/80) of his/her weekly compensation for each segment of fifteen (15) minutes of such excess.

ARTICLE THIRD, F. (Cont'd)

6. REST PERIODS

There shall be a rest period of twenty-five (25) minutes during each two and one-half (2-1/2) hour rehearsal and a further rest period of five (5) minutes for each additional one-half (1/2) hour of rehearsal.

7. CANCELLATION BECAUSE OF RAIN

The Met may cancel a scheduled performance in the event of rain, provided notice of cancellation is given to Choristers not later than two (2) hours prior to the scheduled commencement time of the performance. Announcement over a local radio station or, when out of town, its equivalent is to be deemed timely notice. If the aforesaid notice of cancellation is not given, the canceled performance shall be considered to have been played and if re-scheduled for another day shall be compensated for as an extra performance.

G. PER DIEM

Per Diem shall be paid as additional compensation and is not included in the weekly compensation specified in Paragraph A, but shall not be paid for performances within New York City limits.

1. If a member of the Chorus is required to be absent from New York City less than a full day, partial per diem as a percentage of the applicable food allowance specified in (2) (a) below, shall be paid in accordance with the hour of arrival in New York or departure from New York:

- (a) arrival in New York after 9:00 A.M. or departure prior to 8:00 A.M. — breakfast (15%) shall be paid;
- (b) arrival in New York after 1:00 P.M. or departure prior to 12:00 noon — lunch (35%) shall be paid;
- (c) arrival in New York after 7:00 P.M. or departure prior to 6:00 P.M. — dinner (50%) shall be paid.

2. If a Chorister is required to remain outside the New York City limits overnight following the last performance of the day, the per diem shall be comprised of a food allowance and a hotel allowance as follows:

- (a) The food allowance shall be:

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
\$ 74.00	\$ 77.00	\$ 80.00	\$ 83.00	\$ 86.00

(b) If The Met does not provide hotel rooms for Choristers, the hotel allowance in each year of the AGREEMENT shall be determined by the following method and shall be added to the food allowance in order to arrive at the total per diem:

On March 1st of each year, an average (single room) hotel rate, including local hotel tax, if any, shall be determined for each city on the Tour. These applicable city averages shall be weighted by the number of days spent in the respective cities in order to arrive at the average hotel rate.

3. Per Diem for Mid-Winter or International Tour or festival outside New York City shall be negotiated with AGMA prior to each such engagement.

ARTICLE THIRD (Cont'd)

H. VOCAL ALLOWANCE

Each regular and steady extra Chorister shall receive each year a \$900 vocal allowance, such sum to be paid at the beginning of the Regular Season.

I. PYRAMIDING OF PAYMENTS

It is understood that in no event shall there be any pyramiding of payments, i.e., pay upon pay. In the event that compensation in excess of weekly compensation shall be payable hereunder, only the higher rate shall apply and no additional compensation shall be payable.

FOURTH: GUARANTEED EMPLOYMENT

A. EMPLOYMENT OF EIGHTY CHORISTERS

During the term of this AGREEMENT, the regular Chorus shall consist of a minimum of eighty (80) Choristers, incorporating the current two steady extra Chorister positions. The foregoing notwithstanding, if any regular Chorister is released at his/her request for any period less than a full year, The Met shall not be required to replace such Chorister with a regular Chorister for the period of the release. The Met is under no obligation to replace the two steady extra Choristers. Nor shall incorporation of the two steady extra Choristers into the regular Chorus limit The Met's right to employ persons as steady extra Choristers in any way.

B. MINIMUM PERIOD OF GUARANTEED EMPLOYMENT

The Met shall offer to all regular Choristers, and each Chorister shall accept, fifty-two (52) weeks of guaranteed employment in a year (such weeks to include a maximum of five (5) vacation weeks during which no services shall be required). The Met shall designate vacation weeks no later than November 1st of each year during the term of this AGREEMENT.

C. RELEASES

Any Chorister who wishes to be released from one or more weeks of his/her engagement period (e.g., Parks weeks) may request such a release in writing, as in the past. The Met agrees to consider any application for such release promptly, taking into account artistic and other considerations, and The Met may, in its sole discretion, refuse to grant certain individual requests.

D. PERSONS ENGAGED AFTER AUGUST 1

It is understood that, notwithstanding anything contained in Paragraph A of this Article FOURTH, the minimum guaranteed number of weeks shall not be applicable to Choristers engaged after the beginning of any year for employment during that year.

E. VACATION

1. REGULAR CHORISTERS

A Chorister who is employed as a regular member of the Chorus and receives pay for no fewer than the minimum number of work weeks in any year shall receive five (5) weeks of vacation in such year. The minimum number of work weeks shall be six (6) weeks less than the total number of weeks of employment in any year. All other regular Choristers shall receive vacation on a pro rata basis. Vacation weeks shall be selected by The Met and shall be consecutive except when additional weeks of employment require otherwise, in which case no less than three (3) weeks shall be consecutive.

2. STEADY EXTRA CHORISTERS

A steady extra Chorister whose actual employment includes the entire period of pre-season and regular New York Season in any year shall receive four (4) weeks of vacation in such year. All other steady extra Choristers shall receive one (1) week of vacation for each ten (10) weeks of actual employment by The Met. Notwithstanding anything contained herein, a steady extra Chorister whose actual employment is at least forty (40) weeks in any year shall receive five (5) weeks of vacation.

ARTICLE FOURTH (Cont'd)

F. COMPENSATORY TIME

1. Except as specified in F. 2. below, each regular Chorister who is eligible for the full vacation benefit specified in E. 1. above shall receive two (2) weeks of compensatory time off ("CTO") in each year, in lieu of paid holidays and additional personal days off, such weeks to occur as designated by The Met. A Chorister shall receive his/her regular weekly salary for each such week. All other regular Choristers shall receive CTO on a pro rata basis, according to their vacation eligibility.

2. In addition to the weeks of CTO specified in F. 1. above, The Met shall guarantee ten (10) additional weeks of CTO during the period August 1, 2001 through July 31, 2006. Any such additional weeks may be combined in one or more years, and all weeks of additional CTO shall be compensated at the Chorister's then-applicable regular weekly salary. Chorus agrees to perform work on audio recordings during any such weeks of additional CTO. Any such recording work shall be additionally compensated in accordance with the AFTRA agreement then in effect.

G. LEAVES OF ABSENCE

Choristers who have five (5) or more years of seniority* (based upon full-time employment with The Met) shall be entitled to leaves of absence for a period of up to one (1) year provided:

1. No more than one (1) Chorister shall receive a leave of absence in any one year, and
2. No Chorister shall receive more than one leave of absence during the term of this AGREEMENT.

H. CONSIDERATION OF REGULAR CHORISTER AS STEADY EXTRA CHORISTER

The Met agrees that in the event of an opening in the Steady Extra Chorus, first consideration shall be given to regular Choristers in order of seniority in the vocal category concerned.

FIFTH: CONDITIONS APPLICABLE TO EMPLOYMENT ON A PER PERFORMANCE BASIS

A. PERFORMANCES

1. RATES PER PERFORMANCE

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05¹</u>	<u>2005-06¹</u>
\$246.97	\$256.85	\$267.12	\$277.80	\$288.91

The foregoing per performance compensation includes the following amount paid in lieu of any fringe benefits:

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
\$ 21.22	\$ 21.86	\$ 22.73	\$ 23.41	\$ 24.35

2. CONDITIONS APPLICABLE TO PERFORMANCES

The provisions of Article THIRD (D) (5), (D) (6) and (F) shall be applicable to performances by Choristers engaged on a per performance basis.

* *Based upon the number of years of full-time employment with The Met computed in accordance with the provisions of the Metropolitan Opera Association Retirement Plan.*

¹ *See Article THIRD (B) for possible Cost of Living wage adjustments to take effect August 1, 2004 and/or August 1, 2005.*

ARTICLE FIFTH (Cont'd)

B. REHEARSALS

The provisions of Article THIRD (E) and (F) shall be applicable to rehearsals of Choristers engaged on a per performance basis except that:

1. Notwithstanding Article THIRD (E) (3) (a) (iv), a studio rehearsal may commence at 10:00 A.M. and will be paid at the applicable hourly rehearsal rate specified in Article THIRD (E) (4) (a) and (b), unless the Chorister has performed the previous evening, in which event compensation will be at one and one-half (1-1/2) times the hourly rehearsal rate specified in Article THIRD (E) (4) (b) for time between 10:00 A.M. and 12:00 noon.

2. Notwithstanding Article THIRD (E) (4) (c) (iii), a sitzprobe between 11:00 A.M. and 12:00 noon shall be compensated at the applicable hourly rehearsal rate specified in Article THIRD (E) (4) (a) and (b) unless the Chorister has performed the previous evening, in which event compensation will be at one and one-half (1-1/2) times the hourly rehearsal rate specified in Article THIRD (E) (4) (b).

3. Notwithstanding Article THIRD (F) (4) and (5), rehearsals during the Off-Season shall be compensated at the applicable hourly rehearsal rate.

4. Notwithstanding Article THIRD (E) (8), notice of rehearsals (including rehearsal changes) shall be posted no later than seventy-two (72) hours in advance. Once such notice is given, the rehearsal call may not be canceled. A Chorister shall be given individual notice of a rehearsal call in the event that such Chorister is not scheduled for a rehearsal or performance during the seventy-two (72) hour period immediately preceding such call.

5. The Met shall make best efforts to provide Choristers engaged on a per performance basis a tentative weekly rehearsal schedule two (2) weeks in advance.

6. Chorister shall receive payment for the entire rehearsal as called in the event Chorister is dismissed early.

C. PER DIEM

As in Article THIRD (G).

D. STUDENT PERFORMANCE

In the event that The Met engages Choristers on a per performance basis for a production of an opera, and that a student performance of such production is given, then and in such case all Choristers engaged on a per performance basis for the production shall be guaranteed a performance call for such student performance.

E. SICK LEAVE

An extra Chorister who has been engaged for a minimum of one (1) prior year and who is actually ill or disabled shall be eligible for one (1) performance of paid sick leave for every thirteen (13) performances for which such Chorister is contracted in the year.

F. REENGAGEMENT AS AN EXTRA CHORISTER

1. The Met agrees to continue its current practice regarding reengagement of an extra Chorister. The Met shall audition all extra Choristers on an annual basis and shall give first consideration for reengagement for the revival of an opera in which extra Choristers were used in the most recent run of performances to an extra Chorister who appeared in such performances.

ARTICLE FIFTH, F. (Cont'd)

An extra Chorister who is not offered reengagement for the revival of an opera in which such Chorister appeared in the most recent run of performances is entitled to know, upon request, the reason(s) that an offer of reengagement was not made. It is understood that The Met's reengagement of an extra Chorister in any year for one or more operas in which such Chorister performed in the past does not require The Met to reengage the Chorister for all operas produced in such year for which extra Choristers are engaged and for which the Chorister has been engaged in previous years.

2. An extra Chorister who is engaged for any year and who has performed during four (4) of the preceding seven (7) years shall be entitled to request and receive a one-half (1/2) hour coaching session with the Chorus Master for the purpose of obtaining the Chorus Master's evaluation of such Chorister's singing prior to the auditions for the subsequent year's engagement. Such evaluation shall not be limited, however, to the various aspects of the vocal performance and may include the Chorus Master's comments on all dimensions of job performance. In consideration of the foregoing, the Chorus Master may require any such Chorister to attend one such coaching session in any year, which may be in addition to that requested by the Chorister.

G. CONSIDERATION OF EXTRA CHORISTER AS REGULAR OR STEADY EXTRA CHORISTER

1. The Met agrees that in the event of an opening in the Regular Chorus, extra Choristers shall receive first consideration after steady extra Choristers. In the event of an opening in the Steady Extra Chorus, extra Choristers shall receive first consideration after regular Choristers. An extra Chorister who is not engaged to fill an opening as a Regular or steady extra Chorister is entitled to know, upon request, the reason(s) that an offer of engagement was not made.

2. The Met agrees that (a) auditions for openings in the Regular Chorus shall be scheduled on more than one day, or (b) if such auditions are scheduled for a single day and an extra Chorister is unable to audition on such day because of illness, such extra Chorister shall be given an opportunity to audition at a later date (to be re-scheduled as soon as possible at the mutual convenience of the Chorus Master and the extra Chorister.)

H. ENGAGEMENT IN REGULAR CHORUS

In the event that an extra Chorister is engaged for the Regular Chorus and Steady Extra Chorus, he/she will be considered as having one (1) year of Seniority by virtue of his/her experience with the Company, provided that the Chorister has performed at least one-third (1/3) of the extra Chorus operas which have been presented within the preceding two (2) years.

I. PENSION

The Met shall make an annual contribution to the AGMA Pension Fund in an amount equal to seven (7%) percent of the gross earnings of each extra Chorister. For purposes of this pension contribution, "gross earnings" shall be defined as actual gross earnings less gross earnings from AFTRA employment (e.g., radio, television).

J. VOCAL ALLOWANCE

In each year, an extra Chorister shall receive a vocal allowance of \$50 for each opera for which such Chorister is engaged and in which such Chorister actually performs, up to a maximum of \$200. Such allowance shall be payable at the conclusion of the regular New York Season, to help defray the cost of private lessons, vocal coachings, etc.

ARTICLE FIFTH (Cont'd)

K. TOURS

In any year in which an opera produced during the regular New York Season is taken on tour, The Met agrees that if extra Choristers are engaged to be taken from New York for such tour, such Choristers shall be engaged from among the extra Choristers who performed in such opera during the immediately preceding season. Nothing contained herein shall require The Met to take extra Choristers on tour in any production, or to use in a tour production of an opera the same number of extra Choristers as were used in such opera in the Metropolitan Opera House.

L. PROGRAM CREDIT

The Met agrees to include the names of extra Choristers in the Metropolitan Opera House performance program. The list of such Choristers shall be prepared once each season for inclusion beginning with the Opening Night program (according to the timetables normally established for closing this program), and shall include all extra Choristers whose contracts for such season have been executed by that time.

SIXTH: CONDITIONS APPLICABLE TO STEADY EXTRA CHORISTERS

A. DEFINITION

An extra Chorister engaged for one hundred twenty-five (125) or more performances in any year shall be considered a steady extra Chorister.

B. GUARANTEED EMPLOYMENT

A steady extra Chorister shall be offered engagement for the entire regular New York subscription season. The Met may offer engagement for such Pre-Season weeks as The Met may deem necessary.

C. SUPPLEMENTARY BENEFITS

In accordance with Article SEVENTEENTH of SECTION ONE, each steady extra Chorister shall receive one (1) week of supplementary benefits in each year of this AGREEMENT, for the week of employment lost by reduction of the New York season. However, this benefit shall not be applicable in the event that a steady extra Chorister is called in for an additional week of pre-season rehearsals. The provisions of Article SEVENTEENTH of SECTION ONE shall apply to any claim by a steady extra Chorister for supplementary benefits.

D. COMPENSATION AND WORKING CONDITIONS

All provisions of Article THIRD shall be applicable to a steady extra Chorister for all weeks for which he/she is engaged and steady extra Choristers shall receive the same sick leave as regular Choristers.

E. VACATION

Steady extra Choristers shall be entitled to vacation with pay as provided in Article FOURTH (E) (2).

F. HEALTH, LIFE, AND DISABILITY INSURANCE

Anything to the contrary contained in Article FOURTEENTH notwithstanding, The Met will furnish at its own expense Comprehensive Medical, Vision, Dental, Life and Long-term Disability Insurance as provided in Article FOURTEENTH to any steady extra Chorister who is engaged for the entire regular New York subscription season.

ARTICLE SIXTH (Cont'd)

G. CONSIDERATION OF STEADY EXTRA CHORISTER AS REGULAR CHORISTER

The Met agrees that in the event of an opening in the regular Chorus, first consideration shall be given to steady extra Choristers in order of seniority in the vocal category concerned.

SEVENTH: FREE PERIODS

A. SUNDAY

1. Sunday shall be a free day except for:
 - (a) a performance on New Year's Eve;
 - (b) a performance replacing a canceled or postponed performance;
 - (c) a pension fund or similar gala performance;
 - (d) a safety rehearsal on the main stage which is held for the protection of ARTISTS and which involves equipment or activity which may create a physical hazard for the ARTISTS;
 - (e) a performance scheduled on a Sunday during Off-Season in which event one other day shall be designated as the free day for that week;
 - (f) a concert performance as specified in subparagraph 2.

Any Chorister who performs on Sunday under (a), (b), (c) or (d) above shall, in addition to his/her weekly compensation, receive double (2 times) his/her performance rate for each such performance. A performance on Sunday under (e) above shall be treated as if it is not a performance on Sunday or a free day. The Met will give AGMA prior notice of its intention to schedule a performance or rehearsal in accordance with the above on a Sunday and prior approval of AGMA will be required in the event of a pension fund or similar gala performance on Sunday.

2. The Chorus may be required to perform up to three (3) Sunday concert performances per year, The Met to determine when these performances shall take place. Concert performances shall be no more than two and one-half (2-1/2) hours in duration. If Choristers are required to perform in a Sunday concert performance, such Choristers who perform shall be paid at double (2 times) their performance rate, and performance overtime shall be paid, to Choristers who perform only, for time in excess of two and one-half (2-1/2) hours. Choristers shall be compensated for any such overtime, in addition to their concert performance pay, for each segment of thirty (30) minutes or less of such excess time, at their hourly concert performance rate of pay, which rate shall be their concert performance rate divided by two and one-half (2-1/2). Choristers not required to perform or attend such concert performance shall, in addition to their weekly compensation, receive their regular performance rate for such performance. The Met shall have the right to schedule rehearsals for such concert performances as required, on Sunday or during the week, payment to be made at the appropriate rehearsal rate.

B. PRE-SEASON

During Pre-Season weeks in which there are no stage rehearsals, Saturday shall also be a free day except in those weeks containing the Jewish High Holy Days. In such weeks, the first day of each of the Jewish High Holy Days (other than when they fall on Saturday or Sunday) shall be a free day instead of Saturday.

ARTICLE SEVENTH (Cont'd)

C. ADDITIONAL FREE PERIOD

1. Each Chorister shall be entitled to one (1) day other than Sunday, in every two (2) week segment of the Regular Season during which he/she shall not be assigned to perform and/or rehearse prior to 6:00 P.M. Such day shall be a Monday unless:

- (a) Thanksgiving, Christmas, New Year's or Good Friday falls within the two (2) week period and The Met elects to use such holiday as a substitute for Monday;
- (b) a dress rehearsal for a Wednesday or Thursday premiere is scheduled for Monday;
- (c) a full ensemble cannot be assembled for rehearsal on a day other than Monday.
- (d) No such Monday substitution shall be permitted for Labor Day.

Notice of such day shall be given to the Chorister by no later than Friday of the week preceding the week in which such day is scheduled. During the term of this AGREEMENT, The Met agrees to schedule a minimum of fifteen (15) free days in a 30-week season and sixteen (16) free days in a 32-week season.

2. In an effort to increase the free period available to Choristers, a subcommittee (to include Chorus Delegates, the Chorus Master, and the Company Manager) will meet prior to the beginning of each season to consider ways in which this may be done within that season's schedule.

D. RELIGIOUS HOLIDAYS

Any Chorister who is prevented by the rules of his/her religion from participating in a rehearsal and/or performance on the first day of each of the Jewish High Holy Days and Good Friday shall be excused without loss of any portion of his/her weekly compensation. It is further understood that any Chorister wishing to be excused for professional as opposed to religious reasons to participate in another engagement during these Holy Days must apply for a release, and that if the release can be granted, any missed services will be deducted from the Chorister's weekly compensation on a pro-rata basis.

E. PERSONAL TIME OFF

1. Each regular and steady extra Chorister shall be entitled to three (3) personal performances off (with pay) and to be released (without pay) from three (3) rehearsals during the regular New York season. Any such performance off shall not be considered a performance "worked" (for purposes of compensation for additional performances during a week, etc.).

2. Such personal performances and rehearsals off shall be taken upon reasonable notice to, and the approval of, the Chorus Master, such approval of preferred dates to be based upon scheduling requirements and not to be unreasonably withheld.

3. The Met agrees that upon request and approval, a Chorister may take personal performance(s) off outside of the regular New York season, e.g., during weeks of Parks concerts.

4. In cases of unusual or emergency circumstances only, the Chorus Manager, in consultation with the Chorus Master, will consider requests for personal time off to be taken during Pre-Season, in which case each such performance(s) off shall be the equivalent of one (1) Pre-Season rehearsal day on which the Chorister is scheduled to rehearse. Such requests shall not be unreasonably denied.

a. It is understood that The Met considers the pre-season rehearsal period to be a critical period of preparation for every Chorister, and that personal time off by a Chorister in Pre-Season, whether paid or unpaid, is not a matter of right.

ARTICLE SEVENTH, E. (Cont'd)

b. If a Chorister makes a request for personal time off during Pre-Season and such request is approved, such Chorister shall receive payment under the provisions of this Paragraph E for a maximum of three (3) days on which he/she is absent. Each such paid day off shall constitute one (1) of the Chorister's "personal performances off" for that season, without regard for the length or nature of the rehearsal(s) missed on such day.

5. A Chorister's request for such personal time off or any other absence for reasons of personal nature shall be made directly to the Chorus Manager. The Chorus Manager, after consultation with the Chorus Master regarding any and all artistic considerations to be made in conjunction with a Chorister's request for time off for personal reasons, shall communicate to the Chorister whether such request is approved.

6. The benefit of "personal performances off" of this Paragraph E is unrelated to other benefits resulting in paid or unpaid time off (e.g., bereavement leave, leave of absence, sick leave, and short-term release from contract).

F. BEREAVEMENT LEAVE

In the event of a death in the immediate family (parent, grandparent, brother, sister, spouse, domestic partner, child or grandchild) of a regular or steady extra Chorister, such Chorister shall be granted leave with pay for a maximum of three (3) days, beginning with the day after death through the day of burial.

EIGHTH: COSTUMES, WIGS AND MAKE-UP

A. COSTUMES AND WIGS

All costumes and wigs, including any incidentals which any Chorister is required by The Met to wear at any rehearsal or performance, shall be furnished at the expense of The Met, and shall be worn by said Chorister. The Met shall maintain all costumes, shoes, and wigs in proper and wearable manner and shall replace them as required. All costumes shall have linings or be otherwise finished so as to prevent discomfort, skin irritation, or other abnormal reaction of the Chorister wearing the same. All costumes and wigs shall be cleaned before being used for the first time in any season. Costumes, including shoes and wigs, assigned to be worn by more than one Chorister shall be thoroughly sanitized before each change of Chorister unless the change in Chorister results from an emergency too late for cleaning to be accomplished and the role is essential to the production. No Chorister will be required to wear the shoes of another Chorister and every new Chorister will be provided with new 'stock' shoes, as follows:

1. Male Chorister: one pair each of boleros, Wellingtons, and sandals;
2. Female Chorister: one pair each of character shoes, ballet flats, and sandals.

B. FITTINGS

Any Chorister may be required to attend fittings inside or outside of the Opera House for shoes, costumes and/or wigs, as may be deemed necessary by The Met.

C. CHANGING INTO AND OUT OF COSTUME

1. Any Chorister required to be in 'full' costume for any rehearsal shall be allocated one-half (1/2) hour for dressing and one-half (1/2) hour for undressing and shall receive compensation at the applicable rehearsal rate specified in Article THIRD (E), except as follows:

- (a) Compensation for undressing after a rehearsal in costume finishing at or before 6:00 P.M. shall be at the hourly rehearsal rate.

ARTICLE EIGHTH, C. (Cont'd)

2. The time for dressing and undressing referred to in subparagraph 1 hereof shall not be included in computing rehearsal time for which rest periods must be given.

3. Any Chorister required to be in less than 'full' costume for any rehearsal shall be given the necessary period for dressing and undressing during his/her regular rehearsal period.

4. If the Chorister shall be given time to dress subsequent to his/her first service in a rehearsal or to undress prior to his/her last service in a rehearsal, no additional compensation shall be due such Chorister.

5. A Chorister who changes costume in rehearsal and receives less than one-half hour in which to make such change shall receive an additional half-hour of rehearsal pay, at the applicable rate, for each such change, and the total additional time for which such Chorister receives such pay in any rehearsal shall be included in the length of the rehearsal for purposes of computing length-of-day penalties only. Rest periods as specified in Article THIRD (E) (7) shall not constitute time in which a Chorister may change costume without such additional payment. With respect to this provision only, and in deviation from past practice, a change or addition of hat and/or gloves shall not be considered a "costume change."

D. MAKE-UP

1. Each Chorister shall provide, at his/her own expense, all make-up required by The Met to be worn for performances and rehearsals and shall wear make-up according to the standards and specific instructions of The Met. The Met shall furnish, however, at its expense, any individual 'special effect' make-up, such as all-over body paint and clown make-up.

2. Any Chorister required to appear in body make-up in any rehearsal or performance shall receive compensation according to Article THIRD (D) (6) (c) and (E) (4) (g), as applicable.

3. If there are no hot and cold water showers immediately accessible to the dressing rooms for a performance on tour, then no Chorister shall be required to use body make-up for such performance.

E. QUICK CHANGE ON STAGE

A sheltered area shall be provided for any costume change which must take place on stage.

NINTH: AUDITIONS, ENGAGEMENT, DISCONTINUANCE AND REENGAGEMENT

A. AUDITIONS AND ENGAGEMENT

1. Upon at least twenty-one (21) days' notice to AGMA, The Met will hold auditions of Choristers to fill vacancies (weekly or per performance) prior to the commencement of each season. Any Chorister designated by AGMA or The Met may participate. A representative of AGMA may be present and may express opinions to The Met; however, The Met shall have the right to fill each position with any available Chorister who, in its sole discretion, is qualified. In the event the qualifications as above established of available Choristers are in the opinion of The Met equal, preference shall be given first to members of AGMA. In the event, however, that no available AGMA members properly qualified in the opinion of The Met shall be available, it is understood that in such event The Met shall have the right to fill the position with any Chorister who in its sole discretion is properly qualified.

ARTICLE NINTH, A. (Cont'd)

2. If auditions are held for solo parts, all regular and steady extra Choristers shall be given two weeks' notice of such auditions and be permitted to audition. Such auditions shall be held in a proper acoustical hall (such as List Hall) and an appropriate number of the judges shall consist of members of The Met's musical staff. Covers will also be assigned on the basis of these auditions. Only regular and steady extra Choristers who have been engaged as such for a minimum of one (1) year may be assigned solo parts and covers on the basis of auditions.

B. DISCONTINUANCE

1. Except for cause, The Met agrees that it shall not give notice of discontinuance to more than four (4) Choristers during the term of this AGREEMENT. In computing such number of Choristers to whom notice of discontinuance may be given, such number shall not in any way be reduced by reason of death, resignation or discharge for cause of any Chorister.

Nothing herein contained shall require The Met to offer reemployment to any Chorister who shall have been discharged by reason of the failure of such Chorister to fulfill his/her obligations under STANDARD CHORISTERS CONTRACT or under this AGREEMENT or who shall have become mentally or physically incapacitated in such manner as to be incapable of properly performing his/her professional duties.

2. Nothing contained in Paragraph 1 shall limit The Met's right to give notice of discontinuance to any Chorister who, as of the date of said notice, has been in the employ of The Met for less than two (2) years (considered the "probationary" period). If The Met wishes to discontinue the services of any such Chorister, it shall notify the Chorister in writing of the specific vocal or other deficiencies no later than the conclusion of the first year of the Chorister's employment (July 31). If the Chorister is unable to remedy the problems satisfactorily and The Met decides to discontinue the Chorister's services, it shall give notice in writing no later than fifteen (15) weeks from the commencement of the regular New York season and such notice shall include the reason for discontinuance. Such notice of discontinuance shall become effective upon the conclusion of the season in which notice is given. Any such discontinuance shall not be subject to arbitration, and the notice procedures specified in this paragraph shall be final and binding. The Met agrees that prior to giving any such notice of discontinuance, there shall be no less than one (1) conference between the Chorus Master and the Chorister who has received a letter of warning.

(a) The Chorus Committee shall have the right to meet with representatives of The Met to discuss the probationary status of any Chorister.

3. The discontinuance of employment of a Chorister with more than two (2) years of service for vocal deterioration shall not be considered for "cause" and shall be subject to the following procedures:

(a) If The Met wishes to discontinue the services of a Chorister for vocal deterioration, it shall give a letter of warning specifying the vocal deficiencies six (6) months prior to any notice of discontinuance and the Chorister shall have an opportunity to correct such deficiencies to the satisfaction of The Met.

(b) If The Met wishes to proceed with the discontinuance, it shall give notice in writing no later than the end of the regular New York season and such notice shall include the reason for discontinuance. Such notice of discontinuance shall not become effective until the conclusion of the season immediately following such notice of discontinuance. Such written notice shall be sent to Chorister with a copy to AGMA. Upon receipt of such notice, AGMA shall have the right to challenge the discontinuance by sending written notice to The Met within 20 days of receipt. The right to any challenge is limited to the procedure specified in subparagraph (c) below and pursuant to the time restrictions therein, and no other means may be used.

ARTICLE NINTH, B. (Cont'd)

(c) No later than the beginning of the season the matter shall be submitted to a review committee established by AGMA and The Met. The committee shall consist of three (3) voice teachers or other qualified experts, one of whom shall be chosen by AGMA, and one by The Met. The third expert shall be selected mutually by AGMA and The Met from the agreed-upon list (Exhibit D to this AGREEMENT). The three experts shall hear the Chorister audition at the same time, and each shall submit to both AGMA and The Met his/her determination as to whether the Chorister has the range of vocal abilities, technical skills, and quality of vocal production required to perform the responsibilities of a regular member of The Met's Chorus. This determination shall be submitted by checking the appropriate box on the Ballot shown below, a copy of which will be submitted to each expert prior to the audition, and no elaboration of the determination thereon by any expert shall be permitted. The committee shall meet and audition the Chorister within 60 days of the beginning of the New York season and shall submit the executed Ballots within 24 hours of the time the Chorister is auditioned. The majority opinion of the committee shall be final and binding and not subject to arbitration for any reason whatsoever or to any further review of any kind.

(d) The review procedure specified above shall be the sole method by which AGMA or a Chorister may challenge discontinuance for vocal deterioration, notwithstanding any other provisions of this AGREEMENT. A determination by the majority of the review committee that a Chorister can perform as required shall require The Met to reengage that Chorister for an additional season. If a Chorister does not participate in the audition specified in subparagraph (c) above and within the specified time limits, such Chorister shall be deemed to have accepted his/her discontinuance. Nothing herein shall prevent The Met from giving notice of discontinuance to the same Chorister by the end of the season following that in which a prior notice of discontinuance was given, in which case the procedures specified in subparagraphs (b) and (c) above shall again be followed.

CHORISTER BALLOT

Does [Chorister] have the range of vocal abilities, technical skills, and quality of vocal production required to perform the responsibilities of a regular member of The Metropolitan Opera's Chorus?

_____ **Yes**

_____ **No**

Signature of Expert

Date

4. No public announcement of the discontinuance of a Chorister shall be made, it being understood for such purposes that the Chorister shall be considered to have resigned.

ARTICLE NINTH, B. (Cont'd)

5. No Chorister, including a Chorister returning from a year's leave of absence, shall be changed from one voice category to another voice category without prior consultation with Chorister. Final decision, however, is solely at the discretion of The Met.

C. TENDER OF REENGAGEMENT

The Met shall tender to any Chorister who has been reengaged for a subsequent season the applicable STANDARD FORM CONTRACT, such tender to be made prior to the commencement of that season. A Chorister may accept reengagement by executing such STANDARD FORM CONTRACT within two weeks after the tender or by March 31 of the same year in which it was tendered, whichever is later. If no acceptance is received within the two-week period or by March 31, whichever is applicable, the tender shall be considered declined. Notwithstanding anything herein contained, the tender is subject to the existence of a collective bargaining agreement between The Met and AGMA for the next succeeding Regular Season and the presentation of its regular New York subscription season by The Met.

TENTH: ENGAGEMENT AND REENGAGEMENT (PER PERFORMANCE BASIS)

A. ENGAGEMENT

A Chorister engaged on a per performance basis shall be engaged for the maximum number of scheduled performances of each opera per New York season for which he/she is engaged, provided that if up to two (2) of the performances of an opera for which a per performance Chorister is engaged are canceled, The Met shall not be liable for payment to such Chorister for such canceled performances. The Met shall notify such Choristers of their performance dates at the beginning of each eight-week period of the Regular Season and Choristers shall be bound to perform on these dates.

The Met shall have the right to change performance dates at any time. However, if after receipt of the eight-week schedule and prior to notice of such change any Chorister shall have accepted other employment for a date to which a performance is so changed, such Chorister shall not be required to perform on such changed date.

B. REENGAGEMENT

The Met shall give each per performance Chorister written notice of its intention to reengage such Chorister by June 30 of the year preceding the year for which such Chorister is to be reengaged, provided that such notice shall not be binding on The Met if there is any subsequent change in repertoire which affects operas for which the per performance Chorister is reengaged. The Met shall give written notice by June 30 to each per performance Chorister to whom reengagement for the following year is not being offered.

ELEVENTH: EXCLUSIVITY

A. No Chorister shall accept engagements to render any service to a third party during the period of his/her contract with The Met which shall interfere with his/her ability to render the services called for under his/her contract with The Met. The Met shall provide as much scheduling information pertaining to any year as possible when offering a contract to an extra Chorister for such year.

B. No regular or steady extra Chorister without the written consent of The Met shall perform in any company or ensemble using the name 'Metropolitan', 'The Met', or any variant thereof either in the name or in the description of such company, ensemble, or the over-all cast thereof, or any of the choral members thereof during or following the period of this contract.

ARTICLE ELEVENTH (Cont'd)

C. No regular or steady extra Chorister shall during the period of his/her contract with The Met (unless he/she shall have resigned or been given notice of discontinuance), without the written consent of The Met, perform in any chorus participating in performance of opera or excerpts therefrom if fifty percent (50%) or more of the personnel of any such chorus consists of members of The Met's Chorus.

TWELFTH: SICK LEAVE

A. Every regular Chorister engaged by The Met on a weekly basis and every steady extra Chorister shall be entitled to sick leave for illness or disability during any year as specified in Paragraph B, provided, however, that no such Chorister shall be entitled to sick leave for illness or disability during the first two (2) days of such illness or disability. No person shall be entitled to sick leave as a matter of right — i.e., sick leave can only be taken by a person who is actually ill or disabled. In connection therewith The Met may require such Chorister to furnish a doctor's certificate verifying illness or disability. In addition to such certificate, The Met may, from time to time, require Chorister to submit to examination by a doctor designated and paid by The Met to verify such illness or disability. Sick leave shall be based upon number of years of service. However, in no event shall any period of sick leave extend beyond fifty-two (52) weeks and in no event shall any period of sick leave extend beyond the time of the Chorister's contract:

B.	<u>Years of Service</u> <u>(completed)</u>	<u>Sick Leave</u>
	less than 2	2 weeks
	2	4 weeks
	3	8 weeks
	4	12 weeks
	5	20 weeks
	6	28 weeks
	8	36 weeks
	10 and over	52 weeks

Sick leave shall be charged against only those services covered by the weekly compensation. A week of sick leave shall be the equivalent of six (6) non-consecutive working days. If a Chorister has more than one call in any day and misses a portion of those calls, then one-half (1/2) day of sick leave shall be charged for the day and one-half (1/2) for the evening portion of that day.

C. The Met shall have the right to terminate the employment of any Chorister engaged on a weekly basis during his/her first season of employment if by reason of illness or disability such Chorister is unable to appear for more than one-half (1/2) of the scheduled professional services required during the first two (2) months of employment.

THIRTEENTH: TERMINATION OF EMPLOYMENT FOR WILLFUL FAILURE TO APPEAR

It is expressly understood that the services of any Chorister are unique and that the willful failure of such Chorister to appear, except by reason of verified illness or disability or events beyond his/her control, will cause The Met damage. Accordingly, it is agreed that time is of the essence of this AGREEMENT and in the event that any Chorister shall willfully fail to appear (except for the reasons herein specified, i.e., verified illness, etc.) on the date specified for the commencement of services or shall willfully fail to appear for a full day for any scheduled rehearsal or performance, said Chorister shall be deemed in breach of his/her agreement and The Met shall have the right to terminate the employment of such Chorister. Any Chorister who shall fail to appear at any scheduled rehearsal or performance by reason of alleged illness or disability, and who shall perform for any third party or on his/her own behalf on the same day of said alleged illness or disability without The Met's consent given on the same day, shall be deemed in breach of his/her agreement and The Met shall have the right to terminate employment of such Chorister. Any termination hereunder shall be subject to arbitration in accordance with Article TWELFTH (E) of SECTION ONE of this AGREEMENT.

FOURTEENTH: HEALTH, LIFE AND DISABILITY INSURANCE

A. The Met shall furnish at its own expense in accordance with the provisions of this Article FOURTEENTH: Comprehensive Medical, Vision, and Dental Insurance, a Life Insurance policy, and a Long-term Disability Insurance policy to 'full time' Choristers and all such Choristers must participate. As used herein the term 'full time' means a Chorister engaged on a weekly basis and who actually works thirty-four (34) or more weeks. Vacations are not included in such minimum period of thirty-four (34) weeks.

1. Life Insurance shall be an amount equal to two (2) times such Chorister's annual salary for the prior year, as shown on his/her W-2 form for such year, or one hundred four (104) times such Chorister's regular weekly compensation of the prior year, whichever is greater, except that in no event shall such benefit exceed two hundred thousand dollars (\$200,000). In the event a Chorister is making contributions towards a deferred annuity, the amount of such contribution shall, nevertheless, be considered as compensation for the purpose of determining Life Insurance.

2. Long-term Disability Insurance shall provide benefits after utilization of applicable sick leave, as provided in Article TWELFTH, for such Chorister who, during a period of verified illness or other total disability, is unable to sing and otherwise perform his/her functions as a member of the Chorus. Such benefit shall be based on actual gross earnings, including rehearsal pay, performance overtime, SUB, etc. Such benefit shall be based on an amount equal to fifty-two (52) times the individual Chorister's regular weekly salary at the time of total disability, or his/her total annual salary for the last full year preceding total disability, whichever is greater.

3. Summary Plan Descriptions for Comprehensive Medical, Vision, Dental, Life Insurance, and Long-term Disability Insurance shall be furnished upon request by The Met's Human Resources Department.

B. It is understood that The Met obligates itself to furnish coverage only and not monies in lieu of coverage.

FIFTEENTH: COMMITTEES

A. The Met agrees to meet regularly during the New York season and otherwise as necessary with a small committee of the Chorus to discuss anticipated problems affecting the Chorus. Such committee shall also be invited to attend all stage plan meetings and shall meet from time to time with representatives of The Met to try to work out a nights-off schedule for each year of this contract.

ARTICLE FIFTEENTH (Cont'd)

B. Representatives of the Chorus shall be invited to see designs and staging plans (including preliminary sketches, ground plans, models and fabric selections) of new productions in order to anticipate and avoid, where possible, conditions which might result in 'hardship' -- including such considerations as fabric weight, built-up body heat, constriction of throat and hearing. Representatives shall submit their comments in writing to The Met. The Met shall further arrange for such representatives to try on sample costumes to insure that design, fabric selection or any other problems previously discussed were remedied in the actual construction of the costumes. Should problems still exist, the Chorus representatives shall submit their further comments in writing to The Met. In recognition of the fact that the costumes worn by the Choristers affect their well-being as well as the quality of their performances, The Met shall use its best efforts to alleviate these problems within the context of the artistic requirements of each production. Existing productions shall also be reviewed for revision of 'hardship' conditions where practicable.

C. Members of the negotiating and grievance committees who are requested to participate in meetings with The Met at a time when they would otherwise be participating in a rehearsal or performance shall suffer no loss in compensation as a result of participation in such meetings.

SIXTEENTH: MISCELLANEOUS

This AGREEMENT shall be construed in accordance with and governed by the procedural and substantive laws of the State of New York and shall not be modified or discharged except by a writing signed by the parties. Captions and headings are inserted for convenience only and shall in no event be deemed a part of this AGREEMENT.

APPENDIX
2001-2006 Contract

OPERA	SOLO PARTS	INTERMEDIATE PARTS	MINOR PARTS
ADRIANA LECOUVREUR	-	Major Domo	Duclos' maid
AIDA	Messenger Priestess	- -	- -
ALCESTIS	4 Leaders of People	-	-
ANDREA CHENIER	Schmidt	Major	Gerard's Father
ANTHONY & CLEOPATRA	Sentinel Second Guard Demetrius Canidius	Soldier of Anthony - - -	Anthony's Guard (3) First Watchman Second Watchman -
ARABELLA	Waiter Welco -	Three Card Players Djura Jankel	- - -
ATLANTIDE	Mezzo Solo -	- -	Tenor Solo Solo Quartet
BALLO IN MASCHERA	Giudice	Servant	-
BARBIERE DI SIVIGLIA	Ambrogio	-	-
BILLY BUDD	- - - - - -	- - - - - -	Gunnersmate Sailor Solo Baritone Solo Bass Solo Tenor Offstage Voice
BOHÈME	Officer Parpignol -	Sergeant Officer -	1 Hawker ("Prugne di Tours") Boy
BORIS GODUNOV	Lavitski Chernikovski - - - -	Woman Boyar Khrushov Mityiukh - - -	Ruzya Afimya Magnat Epikan Fomka St. Basil Female Fall
CARMEN	- -	- -	2 Cigarette Girls Off-Stage Scream
CAVALLERIA RUSTICANA	-	-	Woman Screaming

APPENDIX
continued

OPERA	SOLO PARTS	INTERMEDIATE PARTS	MINOR PARTS
CONTES D'HOFFMANN	Hermann Nathanael	Andreas -	2 Bacchi "La Harpe"
DIALOGUES OF THE CARMELITES	-	11 Carmelite Nuns	Off-Stage Spoken Line
DON CARLO	Lerma Herald Forester	- - -	Deputati (6) - -
DON GIOVANNI	-	-	Scream
DON PASQUALE	-	3 Servants	Chorus Soli Servants
ELEKTRA	Confidant 5 Servants Trainbearer	Old Servant - -	Scream - -
ELISIR D'AMORE	- -	- -	Old Man Inquisitive Girl
ENTFÜHRUNG AUS DEM SERAIL	-	4 Chorus Soli	-
EUGENE ONEGIN	Captain	Peasant Man	-
FALSTAFF	- -	Hostess Innkeeper	- -
FANCIULLA DEL WEST	Postrider	-	-
FAUST	-	-	Band Master
FAVORITA	-	-	Spanish Nobleman
FEDORA	-	-	Michele
FIDELIO	2 Prisoners	-	Captain
FILLE DU REGIMENT	-	Townsmen	Marie's Dancing Partner
FLEDERMAUS	- - - -	Chief Prisoner Major Domo 3 Streetwalkers 2 Drunks	- - - -
FORZA DEL DESTINO	Surgeon 3 Vendors	Beggar Woman -	- -
FRANCESCA DA RIMINI	Prisoner	-	-

APPENDIX
continued

OPERA	SOLO PARTS	INTERMEDIATE PARTS	MINOR PARTS
FRAU OHNE SCHATTEN	-	-	4 Spirits
FREISCHÜTZ	Solo Bridesmaids	-	-
GHOSTS OF VERSAILLES	-	-	6 Soldiers
GIANNI SCHICCHI	Pinellino Guccio	- -	- -
GIOCONDA	Monk Second Singer	First Singer Pilota	- -
GÖTTERDÄMMERUNG	-	2 Vassals	-
GYPSY BARON	Pali Sergeant	Chamberlain 2 Peasant Girls	- -
JENUFA	Aunt	Voice - Woman	Offstage Voice - Man
KATYA KABANOVA	Townswoman	Passerby	-
KHOVANSCHINA	Klevret	-	-
LADY MACBETH OF MTSENSK	- - - - -	2nd Foreman Policeman - - -	Drunken Guest 1st Foreman 3rd Foreman Coachman Screamer
LAST SAVAGE	Mezzo Soprano Scientist First Learned Man Second Learned Man Painter Poet Composer Doctor English Tailor First American Tailor Second American Tailor	Protestant Minister* Protestant Catholic Priest* Rabbi* Orthodox Priest* - - - - - - -	A Woman - - - - - - - - - - -
LOHENGRIN	4 Nobles (Acts II & III) 4 Pages	4 Nobles (Act III only) -	- -
I LOMBARDI	-	-	Slave Dancer

* If any one of these four roles should be sung in a given performance by a PRINCIPAL, then all four parts shall be considered Solo Parts for that performance.

APPENDIX
continued

OPERA	SOLO PARTS	INTERMEDIATE PARTS	MINOR PARTS
LUCIA DI LAMMERMOOR	Normanno	-	-
LUISA MILLER	Contadino	-	-
LULU	Physician/Professor	-	Woman - Scream
MACBETH	Bloody Child Crowned Child	Murderer Servant	Herald -
MADAMA BUTTERFLY	- -	- -	Registrar Mother
MAGIC FLUTE	3 Slaves	-	3 Priests
MAHAGONNY	- -	- -	1st Man 2nd Man
MANON	2 Guards - -	Maid Porter 2 Croupiers	4 Spoken Lines Tobacco Vendor -
MANON LESCAUT	- -	4 Madrigal Singers -	Mother of Deportee 2 Maids
MARTHA	3 Maids -	2 Farmers 3 Lackeys	- -
MEISTERSINGER	Any Meistersinger	Solo Lehrbub	All Lehrbuben Woman - Scream
MERRY WIDOW	-	-	Woman
MOSES UND ARON	-	3 Elders	Man
NORMA	-	-	4 Priestesses
NOZZE DI FIGARO	2 Bridesmaids	-	-
ORFEO	2 Happy Shades	Solo Choristers	-
OTELLO	Herald	-	2 Chorus Soli
PAGLIACCI	-	2 Peasants	-
PARSIFAL	Voice Flower Maiden	- -	- -
PÉRICHOLE	Tarapote -	Jailer 4 Ladies	3 Speaking Parts -

APPENDIX
continued

OPERA	SOLO PARTS	INTERMEDIATE PARTS	MINOR PARTS
PETER GRIMES	A Fisherman - - - - - - -	A Fisherwoman A Lawyer Burgher #1 Off-Stage Fisherwoman - - - - -	Scream "Auntie" "Storm" Dr. Crabbe Burgher #2 Burgher #3 Burgher #4 Burgher #5 Burgher #6
RAKE'S PROGRESS	- -	- -	Man at Auction 4 Bidders
RIGOLETTO	Page Countess Ceprano	Guard -	- -
ROSENKAVALIER	Leopold 3 Orphans Animal Vendor Milliner 4 Lackeys	- - - - -	Noble Widow Doctor A Whistle - -
SALOME	5 Jews Cappadocian -	Slave Executioner Manassah	- - -
SIMON BOCCANEGRA	-	Amelia's Maid	-
SLY	- - - - - -	- Drunkard #1 Un Beone Solo - - - - -	Coachman Cook Student Beone #2 Beone #3 Beone #4 Offstage Voices (5)
SUOR ANGELICA	Sister Dolcina 2 Lay Sisters -	2 Novices Second Touriere Sister Osmina	- - -
SUSANNAH	-	-	2 Men
TANNHÄUSER	-	-	4 Pages
TOSCA	Jailer Shepherd	- -	Screams - Act II (Cavaradossi)
TRAVIATA	Giuseppe	Messenger (Gardener)	Servant (La Cena)
TRISTAN	-	Steersman	-

APPENDIX
continued

OPERA	SOLO PARTS	INTERMEDIATE PARTS	MINOR PARTS
<hr/>	<hr/>	<hr/>	<hr/>
TROVATORE	-	Gypsy	-
	-	Messenger	-
TROYENS	-	Ghost of Cassandra	-
TURANDOT	Act I Handmaidens	-	4 Heralds
	(if solo)	-	3 Wise Men
VANESSA	-	Footman	-
WALKÜRE	Any Walkuere	-	-
WERTHER	-	Bruhlmann	Katchen
WOZZECK	-	Townsmen	Soldier

The Solo, Intermediate, and Minor Parts for operas not listed herein will be established on a comparable basis by mutual agreement between AGMA and The Met prior to the first performance.

SECTION FOUR: DANCERS

FIRST: INCORPORATION OF SECTION ONE

The provisions of SECTION ONE of this AGREEMENT are incorporated herein. To the extent any of the provisions herein may be interpreted to conflict with provisions in SECTION ONE, the provisions herein shall control.

SECOND: MISCELLANEOUS DEFINITIONS

Unless otherwise specifically provided in this SECTION FOUR:

Year: The term 'year' and '2001-02', '2002-03', '2003-04', '2004-05' and '2005-06' shall mean the following periods:

- 2001-02 - August 1, 2001 through July 31, 2002
- 2002-03 - August 1, 2002 through July 31, 2003
- 2003-04 - August 1, 2003 through July 31, 2004
- 2004-05 - August 1, 2004 through July 31, 2005
- 2005-06 - August 1, 2005 through July 31, 2006

Week: The term 'week' shall mean seven (7) consecutive days beginning on Monday and ending the following Sunday.

Stage Rehearsal: The term 'stage rehearsal' shall mean a rehearsal held on the main stage only.

Combined Staging Rehearsal: The term 'combined staging rehearsal' shall mean a rehearsal held on other than the main stage in which more than three (3) members of other performing groups participate.

Studio Rehearsal: The term 'studio rehearsal' shall mean any rehearsal held on other than the main stage in which not more than three (3) members of other performing groups participate.

Performance: A 'performance' shall be considered, for purposes of this AGREEMENT, as only one (1) 'performance' even though it may consist of two (2) or more works.

Pre-Season: The term 'Pre-Season' shall mean rehearsal weeks immediately preceding the regular New York subscription season or any festival season or series of staged performances at the Metropolitan Opera House.

Regular Season: The term 'Regular Season' shall mean:

- (1) The regular New York subscription season; and
- (2) any festival season or series of staged performances at the Metropolitan Opera House.

Tour: The term 'Tour' shall mean:

- (1) Regular Tour: All performance weeks outside New York City but restricted to Continental U.S.A. and Canada.
- (2) Mid-Winter Tour: Special mid-winter performance weeks outside Continental U.S.A. and Canada (e.g., Caribbean area, Mexico, etc.). Special conditions attendant to mid-winter and international tours, i.e., per diem, passports, shots, etc. will be discussed and agreed to with AGMA prior to any such tour.

ARTICLE SECOND (Cont'd)

- (3) International Tour: Special performance weeks in South America and/or the Eastern Hemisphere (e.g., Europe, Asia, etc.).
- (4) Unit Tours: Any performance weeks outside New York City of any individual unit or combination of units of the Metropolitan Opera (i.e., Ballet, Chorus, Principals).

Off Season: The term 'Off-Season' shall mean any weeks during June - September in which performances of operetta, opera, ballet, concerts, recitals, etc. are given in New York City and environs and preparation therefor (e.g., parks, Long Island, Metropolitan Opera House, etc.) other than a festival season or series of staged performances at the Metropolitan Opera House. The Met agrees that the prior practice of not requiring Dancers to rehearse or to perform any service during Parks weeks shall be continued.

THIRD: RATES OF COMPENSATION - EMPLOYMENT ON A WEEKLY BASIS

A. WEEKLY COMPENSATION

All Dancers employed on a weekly basis shall receive as weekly compensation (hereinafter called 'weekly compensation'), based on seniority, the following:

WEEKLY COMPENSATION

<u>Seniority*</u>	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05¹</u>	<u>2005-06¹</u>
1	\$868.11	\$902.83	\$938.94	\$976.50	\$1,015.56
2	1,009.41	1,049.79	1,091.78	1,135.45	1,180.87
3	1,034.79	1,076.18	1,119.23	1,164.00	1,210.56

B. COST OF LIVING WAGE ADJUSTMENT

1. If the average annual percentage increase in the BLS CPI for the NY – Northeastern NJ – LI (All Items, All Urban Consumers) (U) for the three-year period of August 1, 2001 through July 31, 2004 exceeds 4%, then all wage rates in the contract, with the exception of (i) rehearsal rates, (ii) body make-up and heavy carries rates, and (iii) per diem, for the period commencing August 1, 2004 through July 31, 2005 shall be increased by such excess percentage above 4% up to an additional 2%.

2. If the average annual percentage increase in the BLS CPI for the NY – Northeastern NJ – LI (All Items, All Urban Consumers) (U) for the our-year period of August 1, 2001 through July 31, 2005 exceeds the sum of 4% and the COLA, if any, resulting from subparagraph 1. above, then all wage rates in the contract, with the exception of (i) rehearsal rates, (ii) body make-up and heavy carries rates, and (iii) per diem, for the period commencing August 1, 2005 through July 31, 2006 shall be increased by such excess percentage above 4%, less any COLA received in the previous year, up to an additional 2%.

* Based upon the number of years of full time employment with The Met computed in accordance with the provisions of Metropolitan Opera Association Corps de Ballet Retirement Plan.

¹ See Article THIRD (B) for possible Cost of Living wage adjustments to take effect August 1, 2004 and/or August 1, 2005.

ARTICLE THIRD (Cont'd)

C. PROFESSIONAL SERVICES COVERED BY WEEKLY COMPENSATION

1. The weekly compensation is based on professional services of any kind rendered by Dancers for a maximum of twenty-five (25) hours per week. The hours of professional services rendered by Dancers which are counted toward the maximum hours covered by weekly compensation shall not include any hours of service for which additional compensation is paid pursuant to this Article THIRD other than fees paid pursuant to Article THIRD (D) (7) nor shall it include 'essential run-throughs' referred to in Article THIRD (E) (6).

2. The regular Spring Tour shall not exceed eight (8) weeks. The Met shall have the right concerning the length of its regular Spring Tour to schedule, within a single week, a combination of (a) staged performances in a tour city, and (b) parks performances in the New York metropolitan area. During such combination week, Dancers shall perform up to 5 performances plus a rain date and shall be engaged on a weekly basis.

D. CONDITIONS APPLICABLE TO PERFORMANCES DURING REGULAR SEASON AND TOUR

1. STANDARD PERFORMANCE WEEK

The standard performance week shall be up to five (5) performances per week.

2. PERFORMANCE RATE OF PAY

A Dancer's regular performance rate of pay (hereinafter referred to as 'performance rate') shall be one-seventh (1/7th) of his/her weekly compensation. A Dancer's regular hourly rate of pay for performance time (hereinafter referred to as 'hourly performance rate') shall be one-fourth (1/4th) of his/her performance rate.

3. HOURLY CREDIT AND MINIMUM CALL FOR PERFORMANCES

(a) A Dancer shall be credited with actual time worked in performances provided that the minimum call (including hourly credit for dressing and undressing) for the first five (5) performances in a week shall be three (3) hours.

(b) Dressing and Undressing

- (i) A Dancer shall be credited or compensated for one-half (1/2) hour for dressing and one-half (1/2) hour for undressing before and after the first five (5) performances in a week.
- (ii) There shall be no credit or compensation for dressing and undressing before or after any performance in excess of five (5) in a week or any performance on Sunday or during a free period (as specified in Article SEVENTH).

4. ADDITIONAL PERFORMANCES

Any Dancer who performs in more than five (5) performances in a week shall receive, in addition to his/her weekly compensation, one and one-half (1-1/2) times his/her performance rate for the sixth (6th) performance in a week and double (2 times) his/her performance rate for the seventh (7th) and any subsequent performance in a week.

ARTICLE THIRD, D. (Cont'd)

5. PERFORMANCE ON SUNDAY OR A FREE PERIOD

Any Dancer who performs on a Sunday or during a free period (as specified in Article SEVENTH) shall, in addition to his/her weekly compensation, receive double (2 times) his/her performance rate for each such performance.

6. PERFORMANCE OVERTIME

(a) Performance in Excess of Four Hours

Any Dancer who performs in excess of four (4) hours shall, in addition to his/her weekly compensation, be paid at the rate of one and one-half (1-1/2) times his/her hourly performance rate for such excess time. For the purpose of this subparagraph (a), the word 'perform' shall include undressing after any of the first five (5) performances in a week but shall not include dressing before any performance.

(b) Performance Extending Beyond Midnight

Any Dancer who performs beyond midnight shall, in addition to his/her weekly compensation, be paid at the rate of double (2 times) his/her hourly performance rate for such excess time. For the purpose of this subparagraph (b), the word 'perform' shall include undressing after any of the first five (5) performances in a week.

(c) In Excess of Eight Hours in Any Day

Any Dancer whose service (whether rehearsal or performance or a combination thereof) is in excess of a total of eight (8) hours of work between 10:30 A.M. and midnight in any day shall, in addition to his/her weekly compensation, be paid at the rate of double (2 times) his/her hourly performance rate for such excess time. For the purpose of this subparagraph (c), the term 'hours of work' shall include the full period of any minimum call, whether worked or not. However, only actual time worked shall be counted for any hour, or segment thereof, which is credited or paid at a premium rate.

(d) Compensation for performance overtime shall be paid in segments of thirty (30) minutes for each thirty (30) minutes or less of work.

7. PERFORMANCE EXTRAS

(a) A Dancer shall, in addition to his/her weekly compensation, be paid a minimum fee for the following performance services:

	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
Principal Solo Part*	\$276.12	\$287.16	\$298.65	\$310.61 ¹	\$323.02 ¹
Intermediate Part*	184.09	191.45	199.11	207.07 ¹	215.35 ¹
Minor Part*	92.02	95.70	99.53	103.51 ¹	107.65 ¹
Chorus Singing	92.02	95.70	99.53	103.51 ¹	107.65 ¹
Spoken Solo Lines	92.02	95.70	99.53	103.51 ¹	107.65 ¹
Body Make-up	50.50	54.50	58.50	62.50	66.50
Hazard Pay (Flying, etc.)	184.09	191.45	199.11	207.07 ¹	215.35 ¹
Hazard Pay (1st cover)	92.02	95.70	99.53	103.51 ¹	107.65 ¹
Heavy Carries	50.50	54.50	58.50	62.50	66.50

* The classification of parts as Principal Solo, Intermediate, Minor and Mute shall be determined by The Met in consultation with the Ballet Delegates prior to the first performance.

¹ See Article THIRD (B) for possible Cost of Living wage adjustments to take effect August 1, 2004 and/or August 1, 2005.

ARTICLE THIRD, D. (Cont'd)

(b) Mute Parts

- (i) Mute Parts shall be defined as parts which require special characterization or acting ability, ability to react to musical cues, and/or a type of stylized or physically demanding movement requiring special training or experience.
- (ii) The performance of a Mute Part by a Dancer shall be included in the professional services covered by weekly compensation.

(c) Supering

- (i) Supering by a Dancer shall be defined as the Dancer's participation in an opera performance in any capacity other than dancing or performing a Mute Part.
- (ii) Supering by a Dancer shall be included in the professional services covered by weekly compensation.

(d) Body Make-up

Body make-up shall be defined as make-up required on any part of the body below the neck or above the elbow.

(e) Heavy Carries

Heavy carries shall be defined to exclude carries and/or lifts of a Dancer.

(f) Principal Solo Parts

- (i) A Dancer performing a Principal Solo Part shall not be required to perform in the Corps de Ballet during the same performance.
- (ii) Any regular Dancer who wishes to be considered for a Solo Part shall be auditioned. A schedule for auditions will be announced at least one (1) week prior to time of audition.
- (iii) Non-operatic Ballet: In a non-operatic ballet work, The Met has the right to engage, for Principal Solo Parts, outside soloists whose stature as principal dancers in their specialized form(s) of dance is well established. In a revival of a non-operatic ballet work, members of the Corps de Ballet shall have the right to audition for Principal Solo Parts prior to the engagement of outside soloists.
- (iv) Operatic Ballet: In an operatic ballet, members of the Corps de Ballet or extra Dancers engaged for the production shall perform all Solo Parts, with the understanding that The Met may request a waiver in an appropriate case, which waiver shall not be unreasonably withheld.
- (v) Performance in Replacement of Outside Soloist: In the event a Dancer performs a Solo Part in replacement of an outside soloist who was contracted and scheduled to perform such part, such Dancer shall receive, in addition to his/her weekly compensation, a fee of:

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05¹</u>	<u>2005-06¹</u>
\$414.18	\$430.74	\$447.98	\$465.90	\$484.53

¹ See Article THIRD (B) for possible Cost of Living wage adjustments to take effect August 1, 2004 and/or August 1, 2005.

ARTICLE THIRD, D. (Cont'd)

Such fee equals one and one-half (1-1/2) times the fee specified in Article THIRD (D) (7) (a) for a Principal Solo Part.

- (vi) Covers: All covers shall be members of the Corps de Ballet, with the understanding that The Met may request a waiver in an appropriate case, which waiver shall not be unreasonably withheld.
- (vii) Covering an Outside Soloist: A Dancer who is designated the First Cover for an outside soloist for a performance shall receive, in addition to his/her weekly compensation, a fee of:

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>¹	<u>2005-06</u>¹
\$ 92.02	\$ 95.70	\$ 99.53	\$103.51	\$107.65

- (viii) Covering a Member of the Corps de Ballet: A Dancer who is designated the First Cover for a Principal Solo Part not performed by an outside soloist shall receive, in addition to his/her weekly compensation, a fee of:

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>¹	<u>2005-06</u>¹
\$ 61.32	\$ 63.77	\$ 66.32	\$ 68.97	\$ 71.73

- (ix) A committee of Dancers shall meet with representatives of The Met during Pre-Season to schedule rehearsal times for Dancers assigned to perform or cover Principal or Intermediate Solo Parts. The Met will make best efforts to provide stage rehearsal time for such parts.

8. CREDIT FOR PERFORMANCE OR COVERS

(a) If a Dancer participates in a performance or attends a performance as a first cover, it shall be counted as one (1) performance in that week.

(b) If a Dancer is designated a first cover for a Principal Solo Part but does not attend the performance for which he/she is covering, his/her service shall be counted as one-half (1/2) a performance.

E. CONDITIONS APPLICABLE TO REHEARSALS

1. MINIMUM CALLS

(a) The minimum call for a rehearsal, fitting, photo call or any combination thereof, shall be two (2) hours, except that the minimum call shall be one (1) hour for a separate rehearsal call scheduled within one (1) hour prior to a Dancer's performance call.

(b) A fitting preceding or following a rehearsal and the rehearsal shall be treated as a single call. If a fitting outside the Metropolitan Opera House precedes or follows a rehearsal, time from or to the costumer, as the case may be, shall be counted as time worked, and The Met shall reimburse the Dancer for any expenses in connection with travel between the Opera House and the costumer.

(c) Credit for rehearsals, fittings or photo calls in excess of the minimum call shall be in segments of fifteen (15) minutes.

¹ See Article THIRD (B) for possible Cost of Living wage adjustments to take effect August 1, 2004 and/or August 1, 2005.

ARTICLE THIRD, E. (Cont'd)

2. REHEARSAL PERIOD

(a) A Dancer's rehearsal shall consist of the time intervening between his/her rehearsal call and the time of his/her dismissal from the rehearsal.

(b) If the period between dismissal from one rehearsal and the call for a subsequent rehearsal shall be less than one (1) hour, or if Dancer is required to remain in costume between such calls, then there shall be deemed to be only one (1) call therefor and the rehearsal period shall be deemed continuous from the beginning of the first rehearsal to the end of the subsequent rehearsal. If the interval between dismissal from one rehearsal and the call for a subsequent rehearsal shall be more than two (2) hours, the call for the subsequent rehearsal shall be deemed to begin at the end of the said two (2) hour interval, or at the option of The Met, the rehearsal period shall be deemed continuous from the beginning of the first rehearsal to the end of the subsequent rehearsal. The interval between the end of the first rehearsal call and the beginning of the second rehearsal call which are deemed to be a single rehearsal call shall be paid at the hourly rehearsal rate unless such interval occurs at a time of the day for which a premium rate is payable or on a day requiring the payment of premium rates.

(c) If more than two (2) rehearsal calls are made in any one (1) day, the second rehearsal period shall consist of all time from Dancer's second rehearsal call to the time of his/her dismissal from the final rehearsal of the day except for a rehearsal call within one (1) hour before Dancer's performance call.

3. REHEARSAL LIMITATIONS

(a) Starting Time

- (i) No rehearsal (including dressing) shall commence prior to 10:30 A.M., except for a rehearsal prior to an independent ballet performance on the same morning and on the same stage which rehearsal shall not commence prior to 9:00 A.M.;
- (ii) No combined staging rehearsal limited to the Chorus and/or Ballet will commence prior to 11:00 A.M.;
- (iii) No studio rehearsal, other than a rehearsal in which a Dancer performs a Principal Solo, Intermediate or Minor Part, will commence prior to 12:00 Noon, unless such studio rehearsal is preceded by a stage rehearsal, except that a studio rehearsal that involves only staging may commence at 11:00 A.M. in which event it is understood by all parties that sufficient time for warm-up will be available to the Dancers prior to any subsequent rehearsals.
- (iv) No rehearsal shall commence at or after 6:00 P.M. except a dress rehearsal in lieu of a performance in the first week of the Regular Season.

(b) There will be no studio or combined staging rehearsal after 6:00 P.M., except for a studio rehearsal for an independent ballet performance and then only with the consent of all the participants.

(c) There will be no rehearsal after 3:00 P.M. on any day in which a Dancer performs a Principal Solo Part in the evening performance except in case of emergency.

(d) There shall be no studio rehearsals of more than five (5) hours in any day.

(e) There shall be no studio rehearsal within three (3) hours prior to scheduled commencement time of performance in which a Dancer appears except for essential run-throughs as provided in Article THIRD (E) (6).

ARTICLE THIRD, E. (Cont'd)

(f) There will be no rehearsal on Saturday during non-performance weeks except that there may be a rehearsal on Saturday during stage rehearsal weeks if another day is substituted as a free day for Saturday and notice is given by Friday preceding the week in which the substitution takes place.

(g) There will be no rehearsal on Labor Day, Thanksgiving Day, Christmas Day, New Year's Day or the Fourth of July.

(h) No rehearsal will be held on the Spring Tour unless:

- (i) it is required because of a change from normal setting or a prior unsatisfactory performance that cannot be satisfactorily corrected by notes or by review on set immediately before the act; and
- (ii) it is on stage in proper set (even if this must be immediately before the performance or act), provided that, if the stage cannot be made available, then a studio may be used except if working conditions in the studio would prevent the rehearsal from serving a useful purpose (i.e., polished ballroom floor, studio too small, etc.).

4. REHEARSAL COMPENSATION

(a) Regular Rehearsal Rate

The regular hourly rate (herein referred to as 'hourly rehearsal rate') for the first five (5) hours of rehearsals, fittings and photo calls which are in excess of the maximum hours per week compensated by weekly compensation as provided in Article THIRD (C) shall be:

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
\$ 36.70	\$ 39.65	\$ 42.80	\$ 46.20	\$ 49.90

Compensation for rehearsals, fittings and photo calls shall be in segments of fifteen (15) minutes or less.

(b) Time and One-half

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
\$ 55.05	\$ 59.48	\$ 64.20	\$ 69.30	\$ 74.85

Compensation at one and one-half (1-1/2) times the hourly rehearsal rate shall be paid for each segment of fifteen (15) minutes or less of the following:

- (i) any combined staging or stage rehearsal between 10:30 A.M. and 11:00 A.M., provided that dressing during such period for a stage rehearsal shall be paid at the hourly rehearsal rate;
- (ii) any rehearsal between 9:00 A.M. and 10:30 A.M. prior to an independent ballet performance on the same morning and on the same stage;
- (iii) any rehearsal after 6:00 P.M. during Pre-Season;
- (iv) any emergency rehearsal after 3:00 P.M. on the day in which a Dancer performs a Principal Solo Part in the evening performance;
- (v) any rehearsal hours in excess of five (5) hours in a day;

ARTICLE THIRD, E. (Cont'd)

- (vi) any sixth (or segment thereof) or subsequent rehearsal hour in excess of the maximum hours per week compensated by weekly compensation as provided in Article THIRD (C);
- (vii) any studio rehearsal hours in excess of fifteen (15) hours in a week during the Regular Season;
- (viii) any studio rehearsal hours in excess of twenty (20) hours in a week during Pre-Season;
- (ix) any studio rehearsal hours in excess of three (3) hours on any day in which the Dancer performs;
- (x) any studio rehearsal hours within twelve (12) hours following the final curtain of a performance the previous evening in which the Dancer participated.

(c) Double Time Per Hour

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
\$ 73.40	\$ 79.30	\$ 85.60	\$ 92.40	\$ 99.80

Compensation at double (2 times) the hourly rehearsal rate shall be paid for each segment of fifteen (15) minutes or less of the following:

- (i) any stage rehearsal within three (3) hours or any combined staging or studio rehearsal within four (4) hours prior to the scheduled commencement time of any performance in which Dancer appears except for essential run-throughs as provided in Article THIRD (E) (6);
- (ii) any rehearsal after midnight;
- (iii) any rehearsal on a day during the Regular Season in which Dancer is scheduled in a matinee;
- (iv) any rehearsal on a Sunday;
- (v) any rehearsal during a free period as specified in Article SEVENTH;
- (vi) any photo call following an evening performance.

(d) Time and One-half of Double Time

Compensation at one and one-half (1-1/2) times the applicable double time rate shall be paid for each segment of fifteen (15) minutes or less of any rehearsal hours during a free period (as specified in Article SEVENTH) which would be compensated at one and one-half (1-1/2) times or double (2 times) the hourly rehearsal rate if such rehearsal were held other than during a free period.

(e) Hazard Pay

A Dancer who is required to and actually performs hazardous work during a rehearsal shall receive, in addition to his/her weekly compensation, the applicable Hazard Pay fee specified in Article THIRD (D) (7) (a). Such fee shall be paid to a Dancer once for any rehearsal in which he/she participates, in compensation for one or more run-throughs of hazardous work.

ARTICLE THIRD, E. (Cont'd)

(f) Heavy Carries

A Dancer who is required to and actually performs a heavy carry, as defined in Article THIRD (D) (7) (e), during a stage rehearsal shall receive, in addition to his/her weekly compensation, the applicable Heavy Carries fee specified in Article THIRD (D) (7) (a). Such fee shall be paid to a Dancer once for any stage rehearsal in which he/she participates, in compensation for one or more run-throughs involving heavy carries.

5. SPECIAL REHEARSALS

(a) If a Dancer is called to rehearse a Principal Solo, Intermediate or Hazardous Part or Chorus Singing at a time when the Ballet is not rehearsing, he/she shall receive time and one-half (1-1/2) credit for all time worked but no less than the minimum call.

(b) If a Dancer is called to rehearse a Principal Solo, Intermediate or Hazardous Part or Chorus Singing when the Ballet is rehearsing, then he/she shall receive time and one-half (1-1/2) credit for the time actually worked only, but in no event less than one (1) hour, and the balance, if any, of the minimum call shall be credited at regular time.

(c) Subparagraphs (a) and (b) above shall also be applicable to any Dancer who is required to attend a rehearsal as an alternate or cover for a Principal Solo Part except that if a Dancer is required to attend a rehearsal as an alternate or cover for a Principal Solo Part at a time when the Ballet is rehearsing and does not actively participate in the rehearsal but attends as an observer only, he/she shall be credited for the rehearsal at straight time.

(d) Any credit given a Dancer under (a), (b) and (c) above in excess of straight time shall be used only for the purpose of computation and payment for services in excess of the maximum hours per week compensated by weekly compensation.

6. ESSENTIAL RUN-THROUGHS

(a) If any Dancer substitutes for another Dancer in any scene, he/she and up to four (4) other Dancers with whom he/she directly participates in any particular stage business may, without rehearsal compensation, be called in costume and make-up within the twenty (20) minute period prior to the performance or to any act or scene in which they are to appear in order to run through such stage business.

(b) If the stage set-up of scenery in any city is different from the set-up on the New York stage, then any Dancer participating in that scene may, without rehearsal compensation, be required to be available on stage in costume and make-up ten (10) minutes prior to any act or scene in which the different scenery set-up is being used, both for artistic reasons and to assure safety of Dancers.

(c) Notwithstanding anything to the contrary contained in this Article THIRD (E), any Dancer may be required, during a performance in which he/she appears, to run through any routine in the main stage or dressing room area for safety or artistic reasons (i.e., a duel or a carry with a new ARTIST) without payment of rehearsal compensation therefor.

ARTICLE THIRD, E. (Cont'd)

7. REST PERIODS

(a) Stage Rehearsals, Combined Staging Rehearsals, and Studio Rehearsals Involving Staging That Commence Prior to 12:00 Noon

Except as provided in subparagraph (b)(i) below, each Dancer will be allowed a twenty-five (25) minute rest period within the first two (2) hours of a two and one-half (2-1/2) hour call for a stage, combined staging rehearsal, or studio rehearsal involving staging that commences prior to 12:00 Noon, and a thirty (30) minute rest period within the first two hours of a three (3) hour call for such a rehearsal. There will be an additional ten (10) minute rest period approximately at the beginning of each subsequent hour or five (5) minutes at the beginning of a subsequent half-hour.

(b) New York Season Stage Rehearsals and Combined Staging Rehearsals

(i) A three and one-half (3-1/2) hour Stage Rehearsal or Combined Staging Rehearsal during the Regular Season may consist of two segments, one of a maximum of ninety (90) minutes and the other of a maximum of eighty (80) minutes with a rest period of forty (40) minutes between the two segments which may occur in either order. When the first segment of such rehearsal extends longer than eighty (80) minutes, such segment shall be considered the ninety (90) minute segment and the second segment shall be a maximum of eighty (80) minutes in duration. In the case of a Stage Rehearsal with Orchestra of longer than three and one-half (3-1/2) hours, upon advance notice to the Dancers prior to or during the rehearsal, following the first break of thirty (30) minutes which may take place no later than ninety (90) minutes after the start of the rehearsal (except as otherwise provided in subparagraph (b)(ii) below), the breaks may be scheduled to coincide with the breaks required by the Orchestra under the collective bargaining agreement between The Met and Local 802 of the A.F. of M. in effect at the time, provided that the total amount of rest period required in the rehearsal by this Agreement, i.e., no less than five (5) minutes for each half-hour of rehearsal call, is not reduced and that no break is less than fifteen (15) minutes in duration.

(ii) In a Stage Rehearsal with Orchestra during the Regular Season other than as provided for in (b) (i) above, each Dancer will be allowed a thirty (30) minute rest period within the first two (2) hours of a three (3) hour call, except as specified herein. When the first act being rehearsed in a day is "long" (a minimum of sixty (60) minutes), each Dancer will be allowed a break of no less than fifteen (15) minutes within the first hour and one-half of the rehearsal, scheduled to permit the first act to be completed before the "long break." Such "long break" shall be no less than twenty-five (25) minutes in length, given upon completion of the first act, and shall begin approximately two (2) hours after the start of the rehearsal call. Nothing in this provision shall reduce the required amount of rest period in the complete Stage Rehearsal, i.e. no less than five (5) minutes for each half-hour of rehearsal call.

(c) Studio Rehearsals

Each Dancer will be allowed a rest period of ten (10) minutes within each hour of a studio rehearsal and a rest period of five (5) minutes in the final rehearsal half-hour, if any. Any two (2) rest periods may be combined so long as no studio rehearsal continues longer than fifty (50) minutes without a rest period.

(d) Transit

If during a rehearsal, any Dancer shall be required to go from one rehearsal location to another, he/she shall be given a ten (10) minute interval for transit if the locations are on separate stage levels or a five (5) minute interval for transit if the locations are on the same level. Such interval shall not be charged to earned rest periods. For the purpose of this paragraph, the main stage and any or all of the three (3) adjacent stages used for a single rehearsal shall be considered one (1) location.

ARTICLE THIRD, E. (Cont'd)

(e) In Conjunction with Costume Change

In the event that a period shall be allocated during a rehearsal in costume for the purpose of change of costume, any time after the first twenty (20) minutes of such period may, in the discretion of the Management, be allocated to an earned rest period.

8. REHEARSAL SCHEDULE AND NOTICE OF CHANGE

Rehearsal schedules, containing approximate stop times, shall be posted by Friday of each week for rehearsals in the succeeding week subject to change no later than 6:00 P.M. on the day before the scheduled rehearsal. If such schedule shall be subsequently altered, then, if such alteration represents a postponement or cancellation of a rehearsal call, any Dancer who is not performing in the house at the time of notice of such alteration, or who is not notified by telephone or telegram prior to 10:00 P.M. on the day immediately preceding the changed rehearsal, and who appears for rehearsal in accordance with the original notice, shall be credited with the minimum rehearsal call, or with the interval between the call specified in the original notice and the time of the postponed call, whichever is shorter. If a change in rehearsal schedule establishes a starting time for the rehearsal earlier than posted, any Dancer who is not performing in the house at the time of notice of such an alteration or who is not notified by telephone or telegram prior to 10:00 P.M. on the day immediately preceding the changed rehearsal shall not be obliged to attend such rehearsal.

9. SATURDAY REHEARSALS

Dancers who are not performing in the matinee that day may be called for a Saturday when needed to work with (a) the choreographer of a new work or (b) a solo singer in any work. The Met recognizes that such Saturday rehearsals should not be called except when necessary, and The Met will give notice of such rehearsal to regular Dancers at least eight (8) days prior to the rehearsal and to extra Dancers at least ten (10) days prior to the rehearsal when possible, or as soon as practicable. In the case of (a), the call shall be a minimum of four hours at the hourly rehearsal rate. In the case of (b), the call shall be a minimum of three hours at the hourly rehearsal rate.

F. RELEASES

A Dancer who misses a portion of his/her contractual employment period in connection with an approved release from contract shall receive a reduction in pay as follows:

1. If the release is for one or more weeks, the Dancer shall not receive weekly base pay for such week(s).
2. If the release is for a partial week, the Dancer shall receive a reduction in weekly base pay as follows:

(a) during Pre-Season:

- (i) Monday-Friday: 20% reduction (1/5th) for each day of release, except that there is no reduction for a Free Day.
- (ii) Saturday: 20% reduction if the Ballet rehearses, whether or not the Dancer is scheduled to rehearse; no reduction if Saturday is a Free Day.
- (iii) Sunday: no reduction

ARTICLE THIRD, F. (Cont'd)

(b) during the Regular New York Season:

- (i) Monday-Saturday: A Dancer may be released for a portion of a day; reduction by the fraction of the number of hours of scheduled work actually missed divided by twenty-five (25) hours, e.g., a 20% reduction if the Dancer misses five (5) hours for which he/she is scheduled.
- (ii) Sunday: no reduction

3. If a radio broadcast or telecast occurs during the period of release, the Dancer shall not receive the fee otherwise payable.

G. PER DIEM

Per Diem shall be paid as additional compensation and is not included in the weekly compensation specified in Paragraph A, but shall not be paid for performances within New York City limits.

1. If a member of the Ballet is required to be absent from New York City less than a full day, partial per diem as a percentage of the applicable food allowance specified in this Paragraph G, as set forth below, shall be paid in accordance with the hour of arrival in New York or departure from New York:

- (a) arrival in New York after 9:00 A.M. or departure prior to 8:00 A.M. – breakfast (15%) shall be paid;
- (b) arrival in New York after 1:00 P.M. or departure prior to 12:00 noon – lunch (35%) shall be paid;
- (c) arrival in New York after 7:00 P.M. or departure prior to 6:00 P.M. – dinner (50%) shall be paid.

2. If a Dancer is required to remain outside the New York City limits overnight following the last performance of the day, the per diem shall be comprised of a food allowance and a hotel allowance as follows:

- (a) The food allowance shall be:

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
\$ 74.00	\$ 77.00	\$ 80.00	\$ 83.00	\$ 86.00

(b) If The Met does not provide hotel rooms for Dancers, the hotel allowance in each year of the AGREEMENT shall be determined by the following method and shall be added to the food allowance in order to arrive at the total per diem:

On March 1st of each year, an average (single room) hotel rate, including local hotel tax, if any, shall be determined for each city on the Tour. These applicable city averages shall be weighted by the number of days spent in the respective cities in order to arrive at the average hotel rate.

3. Per diem for Mid-Winter or International Tour or festival outside New York City shall be negotiated with AGMA prior to each such engagement.

ARTICLE THIRD (Cont'd)

H. MAINTENANCE ALLOWANCE

Each regular Dancer shall each year receive an allowance of nine hundred (\$900) dollars towards the Dancer's expenses of physical maintenance, outside classes, chiropractic treatments, etc., such sum to be paid at the beginning of the regular New York Season.

I. PYRAMIDING OF PAYMENTS

It is understood that in no event shall there be any pyramiding of payments, i.e., pay upon pay. In the event that compensation in excess of weekly compensation shall be payable hereunder, only the higher rate shall apply and no additional compensation shall be payable.

FOURTH: GUARANTEED EMPLOYMENT

A. MINIMUM NUMBER OF DANCERS

During the term of this AGREEMENT, the Corps de Ballet shall consist of sixteen (16) regular Dancers (minus those who have exercised the option set forth in Article NINTH B.5. for the period of time they are being carried as employees).

B. MINIMUM PERIOD OF GUARANTEED EMPLOYMENT

The Met shall offer to all regular Dancers forty (40) weeks of guaranteed employment in a year, such weeks to include a maximum of five (5) vacation weeks during which no services shall be required.

C. SUPPLEMENTARY BENEFITS

Each regular Dancer agrees to be available to The Met for an additional twelve (12) weeks of employment during each year of this AGREEMENT in accordance with Article SEVENTEENTH of SECTION ONE.

D. PERSONS ENGAGED AFTER AUGUST 1

It is understood that, notwithstanding anything contained in Paragraph A of this Article FOURTH, the minimum guaranteed number of weeks shall not be applicable to Dancers engaged after the beginning of any year of employment during that year.

E. VACATION

Each Dancer shall be entitled to one (1) week of vacation for each ten (10) weeks of actual availability to The Met, up to a maximum of four (4) weeks of vacation, provided, however, that thirty-three (33) weeks of availability to The Met shall entitle a Dancer to five (5) weeks of vacation. Vacation Weeks [in units of no less than one (1) week] shall be selected by The Met, provided, that at least two (2) weeks will be consecutive.

F. NOTIFICATION OF SCHEDULE

The Met agrees to make best efforts to notify the Ballet of its summer schedule by March 1st of each year. Notwithstanding this agreement and any such notification that shall have been made, The Met shall have the right to seek and provide employment for the Dancers during the summer period and to alter an announced schedule upon reasonable notification.

ARTICLE FOURTH (Cont'd)

G. LEAVES OF ABSENCE

1. Dancers who have five (5) or more years of seniority (based upon full-time employment with The Met)* shall be entitled to leaves of absence for a period of up to one (1) year provided:

(a) No more than three (3) Dancers shall receive leaves of absence during a period of two (2) years and no more than one (1) male and one (1) female Dancer shall receive a leave of absence in any year during such period; and

(b) No Dancer shall receive more than one (1) leave of absence during the period August 1, 2001 - July 31, 2006.

2. A female Dancer who has completed at least one (1) year of employment shall be entitled to a leave of absence of up to one year for maternity, inclusive of any leave taken under the provisions of SECTION ONE, Article FIFTEENTH.

FIFTH: CONDITIONS APPLICABLE TO EMPLOYMENT ON A PER PERFORMANCE BASIS

A. PERFORMANCE

1. RATES PER PERFORMANCE

	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05¹</u>	<u>2005-06¹</u>
Principal Dancer	\$1,150.33	\$1,196.34	\$1,244.19	\$1,293.96	\$1,345.72
Extra Dancer	157.46	163.76	170.31	177.12	184.20

The foregoing per performance compensation includes a sum paid in lieu of any fringe benefits. In addition to such sum included in the per performance rates, an extra Dancer shall also receive in each year an amount equal to five (5%) percent of the Dancer's gross earnings for such year in lieu of any fringe benefits.

2. PERFORMANCE COVERS

(a) An extra Dancer who covers a performance and is required to and does attend such performance shall receive the following compensation for a maximum of three (3) parts covered:

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05¹</u>	<u>2005-06¹</u>
\$ 78.74	\$ 81.89	\$ 85.17	\$ 88.58	\$ 92.12

(b) For the fourth and each additional part such extra Dancer covers in a performance, such Dancer shall receive an additional cover fee as follows:

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05¹</u>	<u>2005-06¹</u>
\$ 29.83	\$ 31.02	\$ 32.26	\$ 33.55	\$ 34.89

(c) On each occasion that an extra Dancer who has been contracted as a cover is required to stay more than two (2) hours as a cover, he/she shall receive a flat fee of \$35.00 in addition to the rates in subparagraphs (a) and (b) above.

* *Compiled in accordance with the requirements of the Metropolitan Opera Association Corps de Ballet Retirement Plan.*

¹ *See Article THIRD (B) for possible Cost of Living wage adjustments to take effect August 1, 2004 and/or August 1, 2005.*

ARTICLE FIFTH (Cont'd)

3. CONDITIONS APPLICABLE TO PERFORMANCES

The provisions of Article THIRD (D) shall be applicable to performances by extra Dancers engaged on a per performance basis.

B. REHEARSALS OF EXTRA DANCERS

The following provisions are applicable only to extra Dancers employed on a per performance basis.

1. REHEARSAL RATE

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
\$ 36.70	\$ 39.65	\$ 42.80	\$ 46.20	\$ 49.90

2. CONDITIONS APPLICABLE TO REHEARSALS

The provisions of Article THIRD (E) shall be applicable to rehearsals of extra Dancers except:

(a) Article THIRD (E) (2) (b) notwithstanding, if the interval between dismissal from one rehearsal and the call for a subsequent rehearsal shall be more than two (2) hours, the rehearsal period shall be deemed continuous from the beginning of the first rehearsal to the end of the subsequent rehearsal.

(b) Article THIRD (E) (3) (a) (iii) notwithstanding, a studio rehearsal may commence at 10:00 A.M. and will be paid at the hourly rehearsal rate unless the Dancer has performed the previous evening, in which event compensation will be at one and one-half (1-1/2) times the hourly rehearsal rate for time between 10:00 A.M. and 12:00 noon.

3. An extra Dancer who is engaged for a new production and is not called for rehearsals for such production before the fourth (4th) day of the applicable rehearsal period specified in such Dancer's individual contract shall receive rehearsal compensation as specified herein for each day (Monday through Friday) on which such Dancer is not called to rehearse, except that such payment shall be made only for a period of one or more consecutive days prior to the first day of rehearsal for such production. Such daily compensation shall be equal to two (2) hours at the applicable rate specified in this Paragraph (B) (1).

C. PER DIEM - As in Article THIRD (G).

D. SICK BENEFITS

An extra Dancer who has performed during each of the preceding two (2) years and who is actually ill or disabled shall be eligible for one (1) day of sick leave in each year for every twelve (12) performances worked in such year. Such day shall consist of a rehearsal and/or performance call.

E. PROGRAM CREDIT

The Met agrees to include the names of extra Dancers in the Metropolitan Opera House performance program. The list of such Dancers shall be prepared once each season for inclusion beginning with the Opening Night program (according to the timetables normally established for closing this program), and shall include all extra Dancers whose contracts for such season have been executed by that time.

SIXTH: CONDITIONS APPLICABLE TO PRINCIPAL DANCERS AND CHOREOGRAPHERS ENGAGED ON A WEEKLY BASIS

A. WEEKLY COMPENSATION

	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05¹</u>	<u>2005-06¹</u>
Principal Dancer	\$1,227.04	\$1,276.12	\$1,327.16	\$1,380.25	\$1,435.46
Choreographer	1,533.81	1,595.16	1,658.97	1,725.33	1,794.34

B. ADDITIONAL PERFORMANCES

Any Principal Dancer engaged on a weekly basis shall receive, in addition to his/her regular weekly compensation, an amount equal to forty per cent (40%) of his/her weekly compensation for each performance in excess of four (4) in a week.

C. VACATION

Principal Dancers and Choreographers engaged on a weekly basis shall be entitled to vacation with pay as provided in Article FOURTH (D).

D. HEALTH AND LIFE INSURANCE

1. Anything to the contrary contained in Article FIFTEENTH notwithstanding, The Met will furnish at its own expense Comprehensive Medical, Vision, Dental and Life Insurance as provided in Article FIFTEENTH to Principal Dancers and Choreographers.

2. Any Principal Dancer or Choreographer engaged on a weekly basis for ten (10) or more weeks in a year may participate, at his/her expense, in the Comprehensive Medical, Vision, and Dental program, provided that if his/her engagement is extended to no less than thirty-four (34) weeks in a year, The Met shall reimburse him for any insurance premiums paid by him in such year.

SEVENTH: FREE PERIODS

A. SUNDAY

Sunday shall be a free day except for:

1. a performance on New Year's Eve;
2. a performance replacing a canceled or postponed performance;
3. a pension fund or similar gala performance;
4. a safety rehearsal on the main stage which is held for the protection of ARTISTS and which involves equipment or activity which may create a physical hazard for the ARTISTS;
5. an independent ballet performance on a Sunday in which event one (1) other day shall be designated as a free day for that week.

The Met will give AGMA prior notice of its intention to schedule a performance or rehearsal in accordance with the above on a Sunday and prior approval of AGMA will be required in the event of a pension fund or similar gala performance on Sunday.

¹ See Article THIRD (B) for possible Cost of Living wage adjustments to take effect August 1, 2004 and/or August 1, 2005.

ARTICLE SEVENTH (Cont'd)

B. PRE-SEASON

During Pre-Season, Saturday shall be a free day for Dancers, except that if a stage rehearsal falls on a Saturday, The Met may, at its option, either designate another free day during that week or compensate the Dancer on the Saturday at the rates applicable to rehearsals during a free period.

C. ADDITIONAL FREE PERIOD

Each Dancer shall be entitled to one (1) day other than Sunday, in every two (2) week segment of the Regular Season during which he/she shall not be assigned to perform and/or rehearse prior to 6:00 P.M. Such day shall be a Monday unless:

1. Thanksgiving, Christmas, New Year's or Good Friday falls within the two (2) week period and The Met elects to use such holiday as a substitute for Monday;
2. a dress rehearsal for a Wednesday or Thursday premiere is scheduled for Monday;
3. a full ensemble cannot be assembled for rehearsal on a day other than Monday.
4. No such Monday substitution shall be permitted for Labor Day.
5. For 6:00 P.M. performances of *HANSEL AND GRETEL* scheduled for Christmas Day and/or New Year's Day, a 5:30 P.M. call shall not be subject to penalty payments incurred for invasion of a free day. Notice of such day shall be given to the Dancer by no later than Friday of the week preceding the week in which such day is scheduled.

D. TOUR

On Tour, the weekly ballet schedule distributed by Friday of the preceding week shall designate the days of the week on which it is contemplated that rehearsals might be scheduled. All days not so designated shall be considered free days until 6:00 P.M. and any rehearsals held on those days shall be compensated at the rate applicable to rehearsals during a free period.

E. OFF-SEASON

The two (2) free days for Dancers during Off-Season non-performance weeks shall be any two (2) consecutive days during the week designated by The Met.

F. RELIGIOUS HOLIDAYS

Any Dancer who is prevented by the rules of his/her religion from participating in a rehearsal and/or performance on the first day of each of the Jewish High Holy Days and Good Friday shall be excused without loss of any portion of his/her weekly compensation. It is further understood that any Dancer wishing to be excused for professional as opposed to religious reasons to participate in another engagement during these Holy Days must apply for a release, and that if the release can be granted, any missed services will be deducted from the Dancer's weekly compensation on a pro-rata basis.

G. DESIGNATION OF A FREE PERIOD

A free period to be designated under Paragraphs A through D hereof shall be deemed to have been so designated if Dancer is notified personally or in writing or if the free period is specifically indicated as such on the weekly rehearsal schedule. Any such notification must be made on or before Friday immediately preceding the week in which the free period falls.

EIGHTH: COSTUMES, WIGS AND MAKE-UP

A. COSTUMES, WIGS, SHOES AND ATTIRE

1. All costumes and wigs, including any incidentals, which any Dancer is required by The Met to wear at any rehearsal or performance, shall be furnished at the expense of The Met, and shall be worn by said Dancer. Dance belts shall be considered part of the costume. All costumes and wigs shall be cleaned before being used for the first time in any season.

2. In each season, regular Dancers shall receive clothing and shoes as follows:

Female Dancers: Ballet shoes – one (1) pair in first rehearsal week; five (5) additional pairs, as needed, during remainder of season.

Jazz shoes – one (1) pair in first rehearsal week.

Toe shoes – four (4) pairs per month, if requested, except in any season with one or more pointe ballets in the repertory when, during rehearsal periods for pointe ballets, there shall be two (2) pairs per week.

In addition, toe shoes shall be provided as needed for stage rehearsals and performances. A Dancer's shoes shall be provided in sufficient time to allow for break-in.

Tights – one (1) pair in first rehearsal week; one (1) additional pair during remainder of season.

Male Dancers: Ballet shoes – two (2) pairs in first rehearsal week; nine (9) additional pairs, as needed, for rehearsals during remainder of season.

Jazz shoes – one (1) pair in first rehearsal week.

Tights – one (1) pair in first rehearsal week; one (1) additional pair during remainder of season.

Dance belts – one (1) in first rehearsal week; three (3) additional belts, as needed, for rehearsals during remainder of season.

3. An extra Dancer who is engaged for one (1) or more operas during any season shall receive one (1) pair of ballet shoes for such season.

B. FITTINGS

Any Dancer may be required to attend fittings inside or outside of the Opera House for shoes, costumes and/or wigs, as may be deemed necessary by The Met.

C. CHANGING INTO AND OUT OF COSTUME

1. Any Dancer required to be in 'full' costume for any rehearsal shall be allocated one-half (1/2) hour for dressing and one-half (1/2) hour for undressing and shall receive the applicable credit or compensation except that compensation for undressing after a rehearsal in costume finishing at or before 6:00 P.M. shall be at the hourly rehearsal rate.

2. The time for dressing and undressing referred to in subparagraph 1 and the dressing time referred to in subparagraph 4 hereof shall not be included in computing rehearsal time for which rest period must be given.

3. Any Dancer required to be in less than 'full' costume for any rehearsal shall be given the necessary period for dressing and undressing during his/her regular rehearsal period.

ARTICLE EIGHTH (Cont'd)

4. Any Dancer whose rehearsal call is fifteen (15) minutes early because the Dancer is required for safety or other technical reasons to wear an unusual part of a costume (e.g., the bird-heads or gas masks in *VOYAGE*) for a non-costume rehearsal on the main stage shall receive the applicable credit for such fifteen-minute dressing time.

5. If the Dancer shall be given time to dress subsequent to his/her first service in a rehearsal or to undress prior to his/her last service in a rehearsal, no additional time credit or compensation shall be due such Dancer.

D. MAKE-UP

1. Each Dancer shall provide, at his/her own expense, all make-up required by The Met to be worn for performances and rehearsals and shall wear make-up according to the standards and specific instructions of The Met. The Met shall furnish, however, at its expense, any individual 'special effect' make-up, such as body and clown make-up.

2. Any Dancer required to appear in body make-up in any rehearsal shall, in addition to his/her weekly compensation, receive:

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05¹</u>	<u>2005-06¹</u>
\$ 50.50	\$ 54.50	\$ 58.50	\$ 62.50	\$ 66.50

3. If there are no hot and cold water showers available for a performance on tour, then no Dancer shall be required to use body make-up for such performance.

E. QUICK CHANGE ON STAGE

A sheltered area shall be provided for any costume change which must take place on stage.

NINTH: ENGAGEMENT AND REENGAGEMENT

A. ENGAGEMENT

Upon at least twenty-one (21) days' notice to AGMA, The Met will hold auditions of Dancers to fill vacancies (weekly or per performance) prior to the commencement of each season. Any Dancer designated by AGMA or The Met may participate. A representative of AGMA may be present and may express opinions to The Met, however, The Met shall have the right to fill each position with any available Dancer who, in its sole discretion, is qualified.

B. NON-REENGAGEMENT

The non-reengagement of a Dancer for reason other than for cause, failure to fulfill contract, or incapacitation in manner as to be incapable of performing professional duties shall be subject to the following procedures:

1. If The Met wishes to discontinue the services of a Dancer with more than two years of service (considered the "probationary period"), it shall give the Dancer a written warning, specifying the Dancer's deficiencies and shall give the Dancer three (3) months in which to correct the deficiencies to the satisfaction of The Met.

¹ See Article THIRD (B) for possible Cost of Living wage adjustments to take effect August 1, 2004 and/or August 1, 2005.

ARTICLE NINTH, B. (Cont'd)

2. If The Met wishes to proceed with the discontinuance of such a Dancer's services it shall give a Notice of Non-Reengagement to the Dancer and to AGMA no later than the end of the regular New York season and such notice shall specify the Dancer's continued deficiencies. Such Notice of Non-Reengagement shall not become effective until the conclusion of the season immediately following such Notice. With respect to Dancers who were hired by The Met before January 1, 2001, upon receipt of such Notice, AGMA shall have the right to challenge the discontinuance by sending written notice to The Met within 20 days of receipt. The right to any challenge is limited to the procedure specified in paragraph 3. below and pursuant to the time restrictions therein, and no other means may be used. No Dancer hired after January 1, 2001 shall have the right to challenge a notice of discontinuance by this procedure or any other means, and the discontinuance of such Dancer shall become effective automatically at the end of the subsequent season.

3. No later than the beginning of the season the matter shall be submitted to a review committee established by AGMA and The Met. The committee shall consist of three (3) dance experts, one of whom shall be chosen by AGMA, and one by The Met. The third expert shall be selected mutually by AGMA and The Met from the agreed-upon list (Exhibit E to this AGREEMENT). The three experts shall audition the Dancer at the same time pursuant to the Ballet Audition Procedure set forth on Exhibit F to this AGREEMENT, and each shall submit to both AGMA and The Met his/her determination as to whether the Dancer has the first-class ballet technique, appropriate physicality for ballet dancing, strong partnering skills, and dramatic ability required to perform the responsibilities of a regular member of The Met's Corps de Ballet. This determination shall be submitted by checking the appropriate box on the Ballot shown below, a copy of which will be submitted to each expert prior to the audition, and no elaboration of the determination thereon by any expert shall be permitted. The committee shall meet and audition the Dancer within 60 days of the beginning of the New York season and shall submit the executed Ballots within 24 hours of the time the Dancer is auditioned. The majority opinion of the committee shall be final and binding and not subject to arbitration for any reason whatsoever or to any further review of any kind.

4. The review procedure specified above shall be the sole method by which AGMA or a Dancer with two (2) years of service may challenge the discontinuance or non-reengagement of a Dancer, notwithstanding any other provisions of this AGREEMENT. A determination by the majority of the review committee that a Dancer can perform as required shall require The Met to reengage that Dancer for an additional season. If a Dancer does not participate in the audition specified in paragraph 3 above and within the specified time limits, such Dancer shall be deemed to have accepted his/her discontinuance. Nothing herein shall prevent The Met from giving Notice of Non-Reengagement to the same Dancer by the end of the season following that in which a prior Notice of Non-Reengagement was given, in which case the procedures specified in paragraphs 2 and 3 above shall again be followed.

5. Notwithstanding the provisions of paragraphs 2 through 4 above, any Dancer hired before January 1, 2001 who has more than two years of service who receives a Notice of Non-Reengagement shall have the option, instead of challenging the discontinuance, to invoke the following package by sending written notice to The Met within 20 days of receipt of the Notice of Non-Reengagement that he/she opts for the package:

(a) Such Dancer will be carried as a regular employee during the season following that in which the Notice was received but will not be required to perform during that season.

(b) For any such Dancer who is qualified for Met-provided health coverage under this AGREEMENT, The Met will provide coverage for the two seasons following that in which the Notice was received under the Preferred Provider Organization plan currently in effect for administrative staff as described in "Summary of Administrative Staff Benefits Program" dated August 1, 1999, and provide the prescription drug plan, vision care and dental care benefits also as described in such "Summary."

ARTICLE NINTH, B. (Cont'd)

(c) Should any Dancer who chooses the foregoing option become disabled and thereby entitled to sick leave and disability insurance benefits within the meaning of The Met's sick leave and disability insurance policies, the Dancer's benefits will then become limited to those provided by such policies.

(d) Notwithstanding the foregoing, all benefits above to be provided by The Met will cease if such Dancer becomes covered by any other health plan.

6. Any Dancer hired before January 1, 2001 who has more than two years of service may voluntarily terminate his/her employment and receive the package described in subparagraph 5(a) through 5(d) by asking The Met in writing for a Notice of Non-Reengagement at any time during a season. Such Dancer thereby waives entitlement to a letter of warning under paragraph 1, will be discontinued at the end of that season, and becomes entitled to said package.

7. No public announcement shall be made of the names of the Dancers who have not been reengaged, it being understood that except for purposes of their legal rights under this BASIC AGREEMENT or otherwise, they shall be considered to have resigned.

DANCER BALLOT

Does [Dancer] have the first-class ballet technique, appropriate physicality for ballet dancing, strong partnering skills, and dramatic ability required to perform the responsibilities of a regular member of The Metropolitan Opera's Corps de Ballet?

_____ **Yes**

_____ **No**

Signature of Expert

Date

C. TENDER OF REENGAGEMENT

The Met shall tender to any Dancer whom it desires to reengage for a subsequent season the applicable STANDARD FORM CONTRACT, such tender prior to the commencement of that season. A Dancer may accept reengagement by executing such STANDARD FORM CONTRACT within two weeks after the tender or by March 31 of the same year in which it was tendered, whichever is later. If no acceptance is received within the two-week period or by March 31, whichever is applicable, the tender shall be considered declined. Notwithstanding anything herein contained, the tender is subject to the existence of a collective bargaining agreement between The Met and AGMA for the next succeeding Regular Season and the presentation of its regular New York subscription season by The Met.

TENTH: ENGAGEMENT AND REENGAGEMENT (PER PERFORMANCE BASIS)

Dancers engaged on a per performance basis shall be engaged at the time of their employment for a specific number of performances provided, however, that The Met shall have the right to assign additional performances of the same works on the same terms. The Met shall notify such Dancers of their performance dates at the beginning of each eight-week period of the Regular Season and Dancers shall be bound to perform on these dates. The Met shall, however, have the right to change performance dates at any time. However, if after receipt of the eight-week schedule and prior to notice of such change any Dancer shall have accepted other employment for a date to which a performance is so changed, such Dancer shall not be required to perform on such changed date. The Met shall have the further right to cancel any announced performance and shall not be liable for payment to such Dancers unless the actual number of paid performances is less than the minimum guaranteed in the individual Dancer's contract.

ELEVENTH: CASTING OF NON-DANCE ROLES

Any director or choreographer staging a new production or restaging an existing production shall review head shots of Dancers prior to casting mute, cameo, character, acrobatic or specialty roles. Such review shall be for purposes of consideration only and shall not require any director or choreographer to cast a Dancer for any such role. Such head shots shall be taken by Met photographers at The Met's expense, except that any Dancer shall have the right to provide his/her own head shot if he/she prefers.

TWELFTH: EXCLUSIVITY

A. No Dancer shall accept engagements to render any service to a third party during the period of his/her contract with The Met which shall interfere with his/her ability to render the services called for under his/her contract with The Met.

B. No Dancer without the written consent of The Met shall perform in any company or ensemble using the name 'Metropolitan', 'The Met', or any variant thereof either in the name or in the description of such company, ensemble, or the over-all cast thereof, or any of the choral members thereof during or following the period of this contract.

C. No Dancer shall in the aforesaid periods (unless he/she shall have resigned or been given notice of non-reengagement), without the written consent of The Met, perform in any corps de ballet participating in performance of opera or excerpts therefrom if fifty percent (50%) or more of the personnel of any such corps de ballet consists of members of The Met's Corps de Ballet.

THIRTEENTH: SICK BENEFITS

A. Every Dancer engaged by The Met on a weekly basis shall be entitled to sick leave for illness or disability during any year as specified in Paragraph B, provided, however, that no such Dancer shall be entitled to sick leave for illness or disability during the first two (2) days of such illness or disability. No person shall be entitled to sick leave as a matter of right – i.e., sick leave can only be taken by a person who is actually ill or disabled. In connection therewith The Met may require such Dancer to furnish a doctor's certificate verifying illness or disability. In addition to such certificate, The Met may, from time to time, require Dancer to submit to examination by a doctor designated and paid by The Met to verify such illness or disability. Sick leave shall be based upon number of years of service. However, in no event shall any period of sick leave extend beyond fifty-two (52) weeks and in no event shall any period of sick leave extend beyond the term of the Dancer's contract.

ARTICLE THIRTEENTH (Cont'd)

<u>B. Years of Service</u>	<u>Sick Leave</u>
0-1	2 weeks
2	4 weeks
3	8 weeks
4	12 weeks
5	20 weeks
6	28 weeks
8	36 weeks
10 and over	52 weeks

A week of sick leave shall be the equivalent of six (6) non-consecutive working days, however, no absence shall be counted against sick leave in any week in which Dancer performs the maximum hours per week to which weekly compensation but no additional compensation is paid. If a Dancer has more than one call in any day and misses a portion of those calls, then one-half (1/2) day of sick leave shall be credited for the day and one-half (1/2) for the evening portion of that day.

C. The Met shall have the right to terminate the employment of any Dancer engaged on a weekly basis during his/her first season of employment if by reason of illness or disability such Dancer is unable to appear for more than one-half (1/2) of the scheduled professional services required during the first two (2) months of employment.

FOURTEENTH: TERMINATION OF EMPLOYMENT FOR WILLFUL FAILURE TO APPEAR

It is expressly understood that the services of any Dancer are unique and that the willful failure of such Dancer to appear, except by reason of verified illness or disability or events beyond his/her control, will cause The Met damage. Accordingly, it is agreed that time is of the essence of this AGREEMENT and in the event that any Dancer shall willfully fail to appear for the commencement of services or shall willfully fail to appear for a full day for any scheduled rehearsal or performance, said Dancer shall be deemed in breach of his/her agreement and The Met shall have the right to terminate the employment of such Dancer.

Any Dancer who shall fail to appear at any scheduled rehearsal or performance by reason of alleged illness or disability, and who shall perform for any third party or on his/her own behalf on the same day of said alleged illness or disability without The Met's consent given on the same day, shall be deemed in breach of his/her agreement and The Met shall have the right to terminate the employment of such Dancer.

Any termination hereunder shall be subject to arbitration in accordance with Article TWELFTH (E) of SECTION ONE of this AGREEMENT.

FIFTEENTH: HEALTH, LIFE AND DISABILITY INSURANCE

A. The Met shall furnish at its own expense in accordance with the provisions of this Article FIFTEENTH: Comprehensive Medical, Vision, and Dental Insurance, a Life Insurance policy, and, a Long-term Disability Insurance policy to 'full time' members of the Corps de Ballet and all such Dancers must participate. As used herein the term 'full time' means a Dancer engaged on a weekly basis and who actually works twenty-nine (29) or more weeks. Vacations are not included in such minimum period of twenty-nine (29) weeks.

1. Life Insurance shall be an amount equal to two (2) times such Dancer's annual compensation for the prior year, as shown on his/her W-2 form for such year, or one hundred four (104) times such Dancer's regular weekly compensation of the prior year, whichever is greater, except that in no event shall such benefit exceed two hundred thousand dollars (\$200,000). In the event a Dancer is making contributions towards a deferred annuity, the amount of such contribution shall, nevertheless, be considered as compensation for the purpose of determining Life Insurance.

ARTICLE FIFTEENTH (Cont'd)

2. Long-term Disability insurance shall provide benefits after utilization of applicable sick leave, as provided in Article THIRTEENTH, for such Dancer who, during a period of verified illness or other total disability, is unable to dance and otherwise perform his/her functions as a member of the Corps de Ballet. Such benefit shall be based on actual gross earnings, including rehearsal pay, performance overtime, SUB, etc. Such benefit shall be based on an amount equal to fifty-two (52) times the individual Dancer's regular weekly salary at the time of total disability, or his/her total annual salary for the last full year preceding total disability, whichever is greater.

3. Summary Plan Descriptions of the Comprehensive Medical, Vision, Dental, Life Insurance, and Long-term Disability contracts are available for review upon request from The Met's Human Resources department.

- B. It is understood that The Met obligates itself to furnish coverage only and not monies in lieu of coverage.

SIXTEENTH: COMMITTEES

A. The Met agrees to meet regularly during the New York season and otherwise as necessary with a small committee of the Corps de Ballet to discuss anticipated problems affecting the Ballet. Such committee shall also be invited to attend all stage plan meetings.

B. Representatives of the Corps de Ballet shall be invited to see designs and staging plans (including preliminary sketches, ground plans, models and fabric selections) of new productions in order to anticipate and avoid, where possible, conditions which might result in 'hardship'. Existing productions shall also be reviewed for revision of 'hardship' conditions where practicable.

C. Members of the negotiating and grievance committees who are requested to participate in meetings with The Met at a time when they would otherwise be participating in a rehearsal or performance shall suffer no loss in compensation as a result of participation in such meetings.

SEVENTEENTH: MISCELLANEOUS

This AGREEMENT shall be construed in accordance with and governed by the procedural and substantive laws of the State of New York and shall not be modified or discharged except by a writing signed by the parties. Captions and headings are inserted for convenience only and shall in no event be deemed a part of this AGREEMENT.