

OPERADELAWARE MASTER AGREEMENT 9/1/2024

Preamble		3
1. General		
1.1 Parties to Agreement		4
1.2 Term of Agreement		4
1.3 Union Representation		4
1.4 Union Membership		4
1.5 Work Dues		4
1.6 Union Access		4
1.7 Non-Prejudice		5
1.8 Union Steward		5
1.9 Personnel Manager		5
1.10 Hiring Order		5
1.11 Full Instrumentation		6
1.12 Continuo Performance		6
1.13 Nondiscrimination		6
1.14 Qualifying Procedure		6
1.15 Employee Relationship		7
1.16 Positions covered		7
2. Services		
2.1 Service Definition		8
2.2 Rest Period		8
2.3 Overtime		8
2.4 Absences		8
2.5 Cancellation of Services		8
3. Working Conditions and Security		
3.1 Protection from Elements		9
3.2 Alternate Sites		9
3.3 Rain-Out Dates		9
3.4 Conditions and Security		9
4. Travel, Runouts, and Tours		
4.1 Definitions		
4.2 Scheduling		10
4.3 Runout Length		10
4.4 Bus Trips		10
4.5 Departure		11
4.6 Equipment		11
4.7 Meals		11
4.8 Rest Stops		11
4.9 Tours		11
4.10 Traveling Co-productions		11

5. Department and Dress	
5.1 Best Effort	12
5.2 Preparation	12
5.3 Musical Matters	12
5.4 Responsibility for Music	12
5.5 Readiness for Service	12
5.6 Performance Dress	12
6. Electronic Media	
6.1 Permission	12
6.2 Agreement	13
6.3 Archival Audio Recording	13
6.4 Union Copies	13
6.5 Grant Applications	13
6.6 Publicity Recordings	13
6.7 Local Broadcasts	13
6.8 Sound Quality	14
6.9 Archival Video Recording	14
6.10 Integrated Media Agreement Precedence	14
7. Compensation	
7.1 Compensation	14
7.2 Doubling	14
7.3 Cartage	14
7.4 Travel	15
7.5 Per Diem	15
7.6 Pension	15
7.7 Local Broadcast	15
7.8 Payment of Fees	15
8. Changes and Modifications	
8.1 Entirety	15
8.2 Amendments	15
8.3 Questions Not Covered by this Agreement	16
Schedule A	17
Schedule B	19
Agreement	20
Schedule C	21

PREAMBLE

WHEREAS OperaDelaware, Inc. (“Opera”), a Delaware not-for-profit Organization, exists for the purpose of promoting among the citizens of Delaware an interest in opera, and to that end establishing, maintaining, operating and developing OperaDelaware to be of the highest artistic quality possible;

WHEREAS Local 21 American Federation of Musicians Incorporated of Delaware (“Local”) a local of the American Federation of Musicians, has as its object to unite the music profession of its jurisdiction and to establish a minimum scale of prices to be charged by members of the Local for services rendered and the enforcement of good faith and fair dealings between its members and those with whom they contract to play:

WHEREAS the Opera, the Local, and the musicians engaged by the Opera for its orchestra mutually recognize that a Master Agreement is in their respective interests and is intended to promote amicable and professional relations among the parties and enhance the quality of the Opera productions and should be interpreted so as to serve this objective:

Therefore, it is agreed as follows:

I. GENERAL

1.1 Parties to Agreement

This agreement executed as of September 1, 2024, is by and between OperaDelaware (Hereinafter the “Opera”) and the American Federation of Musicians Local 21 (Hereinafter the “Local”) on behalf of the Musicians who have contracted or hereafter contract with the Opera to perform as part of the OperaDelaware Orchestra (collectively “the Orchestra”) at any time while this agreement is in effect (hereinafter “Musicians”). OperaDelaware shall be considered the sole, exclusive employer for all Musicians covered by this agreement, in all respects regarding engagement, dismissal, direction, compensation, and discipline.

1.2 Term of Agreement

This agreement shall be effective upon execution and shall remain in full force and effect until twelve o’ clock Midnight on August 31, 2027.

1.3 Union Representation

The Opera recognizes the Local as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all Musicians employed by the Opera in regard to the Opera orchestra.

The Opera recognizes a committee of Musicians (the “Orchestra Committee”) to assist the Union in the enforcement and administration of this Agreement. The Opera also recognizes a Union Steward, as provided for in Section 1.8, from the Orchestra (should one be appointed by the Local) to assist the Union in the enforcement and administration of this Agreement. The Local shall provide the names of the Orchestra Committee and Steward to the Opera in writing, upon initial selection(s) and in the event of any changes.

1.4 Union Membership

“Musician” (capitalized as such) shall refer to any instrumentalist employed by the Opera as a member of Schedule C, substitute instrumentalist employed by the Opera in the event of an absence of a Schedule C Musician, or any other extra instrumentalist covered by this agreement as defined in Article 1.16.

Except where prohibited by law, the Opera agrees it shall require of Musicians that during the term of their respective contracts with the Opera that they shall be and remain members of the Local in good standing. The term “member in good standing” as used herein, means that the Musician has tendered or paid the initiation or reinstatement fee and the periodic dues uniformly required by the Union for acquiring or retaining membership.

1.5 Work Dues

The Opera shall deduct the prevailing Local work dues percentage from the gross wages from all Musicians covered by this contract for work dues. The Local shall promptly notify the Opera in the event of any changes to the prevailing rate. Work Dues will not be deducted from payment for travel, cartage, or contracting. Signed work dues authorization forms for each Musician will be maintained at the Local 21 office, which shall monitor this requirement. These work dues shall be paid to the Local no later than five working days after the last service performed by the Musicians.

1.6 Union Access

The Local shall be permitted reasonable access to the Musicians whenever such access does not interfere with Opera activities, or cause the Opera to incur any expense.

1.7 Non-Prejudice

No Musician shall be subject to prejudice or penalized in any manner because of his or her Union activities.

1.8 Union Steward

A Union Steward may be appointed by the Local. The Steward shall not be subject to prejudice or penalized in any manner because of compliance with the provisions of this section. In the temporary absence of the appointed Steward, his/her designee may assume all the same rights and responsibilities. The Steward shall:

(a) Represent the Musicians in all on site disputes with the Opera.

(b) Act as the liaison between the Opera and the Local.

(c) See that all aspects of this Agreement are adhered to on site.

A member of the Orchestra Committee may assume the duties of the Steward in the event of the absence of the Steward.

1.9 Personnel Manager

The Opera shall appoint a Personnel Manager, who shall be responsible for hiring Musicians for any given production (the "Personnel Manager"). Compensation for contracting duties and other arrangements pertaining to the same shall be outside the scope of this Agreement. If the Personnel Manager is a playing Musician, he/she shall be paid all applicable compensation pursuant to this Agreement in addition to his/her Personnel Manager fee.

During services, the Personnel Manager shall inform the conductor when a service begins, when a break must be taken, or when continued work would cause overtime.

1.10 Order of Hiring

It shall be the responsibility of the Personnel Manager in hiring Musicians for Opera productions to offer work first to Musicians listed on Schedule C attached. In no case will work be offered to a substitute musician before it has been offered to all section members listed in Schedule C. This does not preclude the Opera from adding extra members to a section to augment Schedule C members. The General Director and Personnel Manager shall, in consultation with Principal of each section, assign a call order to each member of their section as it stands in Schedule C. The Personnel Manager shall follow this order in offering services to each section. This order shall be provided to the members of Schedule C and to AFM Local 21 upon every revision. The call order may be reviewed and modified at the conclusion of each production, and Schedule C will be reviewed for possible modifications at least once per term of each CBA.

No later than September 1 of each year, each Principal musician, in consultation with an authorized representative of the Opera, shall provide the Personnel Manager, the Opera, and the Local with a list of substitute musicians, in a call order, to be called in the event of the absence of a Schedule C Musician and/or for consideration for appointment.

Following consultation with the Principals of the affected section, a Musician may be added to Schedule C at the discretion of the General Director after the Musician has completed two Opera productions. Candidates

for appointment shall be selected from the call order in which they appear on each instrument's substitute list, as specified herein. Appointments shall not be unreasonably denied. The General Director shall have the final decision.

A Musician may be removed from Schedule C:

- if he/she resigns or asks to be removed;
- for just cause;
- at the request of General Director for artistic reasons, pursuant to the procedures provided in this section.

If the General Director feels that a Musician listed on Schedule C is not performing at an acceptable artistic standard for the Opera, the Musician shall receive written notification of concern(s) of the General Director. The Musician shall have at least one (1) production to remedy the concern(s). If the General Director feels that the concern(s) are not remedied, and still wishes Musician to be removed, the Musician may request a hearing by the Review Committee.

The Review Committee will consist of five individuals: the General Director or his/her designee, one Musician chosen from Schedule C by the opera, two Musicians chosen from Schedule C by the Musician in question, and one additional Musician from Schedule C agreed upon by both the Opera and the Musicians in question. This committee will meet to confidentially discuss the situation, and then vote by secret ballot as to whether or not to retain the Musician on Schedule C.

Listing a Musician on Schedule C does not in and of itself constitute any guarantee of any amount of minimum employment required of these Musicians by the Opera, and the number of Musicians engaged for any Opera service shall be determined by the Opera.

If a Principal Musician is not available for a given opera, and the General Director deems that the available section Musicians are not suited for the Principal position, a Musician who is not on Schedule C may be hired.

1.11 Full Instrumentation

All musicians contracted for a production shall only be required to be called for services (including rehearsals) which will be held at the performance venue, including wandelprobe, sitzprobe, and/or dress rehearsal, to the extent that any of these service types are called.

1.12 Continuo Performance

In instances where the Opera determines that a principal conductor, an assistant conductor, or rehearsal pianist for a production should play continuo, those arrangements shall be exclusively between the Opera and that individual. That individual shall be allowed to perform any continuo part required for performances of the production.

1.13 Nondiscrimination

The Opera shall not discriminate in the hiring of Musicians on the basis of race, color, sex, gender identity, sexual orientation, age, religion, or national origin.

1.14 Qualifying Procedure

The Opera may request to hold auditions for vacancies in Schedule C at times mutually convenient to the Local and the Opera. The Opera may choose to hold a preliminary round of auditions for internal candidates.

There shall be two audition committees, one for winds/percussion and one for strings (the "Audition Committees"). The Audition Committees shall consist of five persons:

- (a) Two qualified Principal Musicians or their designees who have performed at least two seasons with the OperaDelaware Orchestra and represent the instruments being heard.
- (b) The Personnel Manager and one other musically qualified representative of the Opera.
- (c) One other person acceptable to both the Opera and the Local.

The results of the audition shall be:

- (a) Qualified to play Principal or Section position in the Orchestra.
- (b) Qualified to play section position in the Orchestra.
- (c) Not qualified to play in the Orchestra.

Results will be determined by simple majority of the vote of the appropriate Audition Committee.

Failure to audition, or not to be qualified by the Audition Committee, shall disqualify a musician for a position in the Orchestra during the period of this contract unless the Opera should chose to use the party notwithstanding and the party is found to be qualified under the procedures set forth in section of 1.10 of this document.

The Local and the Opera shall each have a representative present to guarantee that the auditions are conducted in a manner consistent with the standard practice in the field and to ensure musician anonymity.

1.15 Employee Relationship

The relationship between the Opera and the Musicians shall be that of employer-employees. The Opera shall pay appropriate wage taxes on behalf of the Musicians, and shall withhold appropriate taxes from employee paychecks. An authorization for these deductions shall be signed by all musicians at the time of their engagement. All Musicians shall comply with all reasonable requests from the Opera to provide documentation required for proof of eligibility of employment, including but not limited to W4s, I-9's, and any other necessary documents or identification.

1.16 Positions covered

In general, all instruments called for in the edition of the score selected by the Opera for a particular production shall be considered instruments of the Orchestra for the purposes of this agreement. In the event of a question not anticipated by this agreement as to whether an instrument or passage should be considered part of the Orchestra, the Opera, ~~Contractor~~ Personnel Manager, and Local shall consult.

Notwithstanding the above, the following positions are understood not to be covered by the scope of this agreement:

1. Principal or assistant conductors
2. Rehearsal keyboardists
3. Offstage conductors/accompanists or chorus masters

2. SERVICES

2.1 Service Definition

The term “service” in this agreement shall mean any rehearsal, concert or opera performance. An opera performance shall not exceed three and one-half (3 1/2) hours. A concert or a rehearsal for a concert shall not exceed two and one-half (2 1/2) hours. Opera rehearsals shall be scheduled to last for three (3) hours, with the following exceptions:

- Opera rehearsals lasting three and one-half (3 ½) hours may be scheduled, and paid at the Opera Performance rate, provided that the longer duration is specified in the contracts issued to Musicians for that production.
- Opera rehearsals lasting one and one-half (1 1/2), two (2), or two and one-half (2 1/2) hours may be scheduled if they take place on the same day as a contracted three (3) or three and one-half (3 1/2) hour Opera rehearsal, and provided that there is a break of at least one (1) hour and not longer than one and one-half (1 1/2) hour between the rehearsals.

2.2 Rest Period

A ten (10) minute break must be taken during all two (2) hour rehearsal services. A fifteen (15) minute rest period must be taken during all two and one-half (2 1/2) hour rehearsal services. No more than one and one-half (1 1/2) hours shall elapse before the rest period takes place. An intermission of at least fifteen (15) minutes must be included during all concert performances. Two (2) ten (10) minute or one (1) twenty (20) minute rest periods must be taken during all three (3) hour rehearsal services. No more than one and one-half (1 1/2) hours shall elapse before the rest period takes place. An intermission of at least ten (10) minutes must be taken between each act of an opera performance. Breaks for a 3 1/2 hour dress rehearsal will follow the intermission of the acts as if it were a performance, with the total break time being no less than 25 minutes.

2.3 Overtime

If the Musicians are required in any service to continue working past the time periods listed in 2.2 above, including rest period(s), they shall be entitled to overtime pay in accordance with this Agreement. Overtime payment shall be made for both work periods and intermission periods extending beyond the above time limits. Each Musician shall receive overtime pay in one-quarter (1/4) hour increments. There shall be no pyramiding of overtime. Musicians are required to stay for overtime portions of all performances. The first thirty (30) minutes of any interruption or delay caused by factors over which the Opera has no control, such as power or equipment failure, injury or illness to Musician, audience member, or other person present, or weather-related delays of less than one (1) hour shall not be counted in determining whether an overtime pay period has been reached.

2.4 Absences:

The Opera shall decide, based on repertoire, whether planned absences, and the number of such, at any services will be allowed when hiring Musicians for a given production, provided that the service in question is not the wandelprobe, sitzprobe, or dress rehearsal, applicable to all musicians. Such decision(s) will be made in advance of the hiring process and communicated to all Musicians as part of the contract offer.

2.5 Cancellation of Services

Should the Opera cancel a service or services due to an Act of God, riots, any act of any public authority or any other cause beyond the control of the Opera, Musicians shall be compensated for any services that they

fulfill, but shall not be compensated for any services that they do not fulfill. In the event of a cancellation of a service(s) not caused by the actions above, and with less than four weeks' notice, Musicians shall be fully compensated for any affected services.

3. WORKING CONDITIONS AND SECURITY

3.1 Protection From Elements

The Musicians shall not be required to perform outdoors without adequate protection from the elements including direct sunlight, gusting or heavy winds, any form of precipitation, or when conditions might damage instruments or be dangerous or unhealthful to Musicians, or where temperatures fall below sixty-five (65) degrees F, or exceed ninety (90) degrees F. At temperatures above eighty-five (85) degrees F, men shall be allowed to remove their jackets. To ensure said conditions, the Steward or Personnel Manager shall have a thermometer at all services. To the extent applicable, the same conditions shall prevail indoors, except that the temperature shall not exceed eighty-five (85) degrees F.

3.2 Alternate Sites

When possible, outdoor services shall have an alternate indoor site if the weather is deemed inclement. Where possible, the Opera shall provide notification or cancellation or alternate site no later than two (2) hours prior to the start of the service.

3.3 Rain-Out Dates

For every outdoor concert, there shall be one scheduled rain-out date allowed. The rain-out date is not considered a service until performed, and must be scheduled to be performed within ten (10) days of the cancelled service. If the rain-out date is cancelled due to weather or other factors the Musicians shall be paid for the cancelled service.

3.4 Conditions and Security

The Opera shall make every reasonable effort that the following conditions prevail for indoor and outdoor services where applicable:

- (a) Adequate Lighting.
- (b) Music stands (upon advance request effective immediately; uniformly effective September 1, 2026), chairs and stools, clips provided.
- (c) Adequate space.
- (d) Adequate security for Musicians, instruments, and personal belongings. The Opera shall not require Musicians to perform under conditions where a hazard to life, limb, or property exists.
- (e) Safe access to and from rehearsal and concert sites, parking areas, and places of embarkment or disembarkation.
- (f) Clean and secure storage space for Musicians' cases and coats.
- (g) at all services: hearing protection such as earplugs and shields, as determined by the instrumentation of a series, shall be provided, allowing for shields to be placed in front of each

forward-playing brass and percussion player, and to the sides of any percussion or side-performing wind player. If shields or earplugs are impractical for the location or situation at hand, the Opera shall reseat or reposition the performers, in consultation with the Orchestra Committee.

In instances in which activities on the stage might impinge upon the orchestra in the pit, e.g. props on raked stages, thrown objects, artificial smoke or fog, etc., or in which singers, actors, or production crew are directed to enter the pit during the performance, a representative of the Opera shall discuss such activities with the Personnel Manager and representatives of the Local in advance of the production period to ensure that such staging will not interfere with the performance of the Musicians.

No objects, furniture, or musical instruments shall be stored in the orchestra pit during rehearsals or performances unless they are necessary for the use of Musicians of the orchestra in that production.

4. TRAVEL, RUNOUTS, AND TOURS

4.1 Definitions

A “runout” shall be defined as one (1) or more services performed more than twenty-five (25) miles from the Grand Opera House in Wilmington, Delaware, and not more than two hundred and fifty (250) miles round trip from the same. A “tour” shall be defined as one (1) or more services performed outside the runout distance or requiring overnight accommodation. Tours shall be classified as Domestic (within the forty-eight contiguous states of the United States of America) and foreign (outside the forty-eight contiguous states of the United States of America).

4.2 Scheduling

No travel shall be scheduled before eight o'clock (8:00) AM, or after twelve-thirty (12:30) AM without the consent of a majority of the Musicians involved; otherwise, travel scheduled before or after these times shall be compensated at the overtime rate as set forth in Schedule A. Upon returning from a runout or tour, a minimum of twenty-four (24) hours shall elapse before the next scheduled travel unless consent is given by a majority of the Musicians involved. The Opera shall make every effort to assure that the arrival time at the service location shall be at least thirty (30) minutes before the commencement of that service, and not more than sixty (60) minutes before the same.

4.3 Runout Length

If the total time elapsed on any length of day of service exceeds eight (8) hours for one service, or eleven (11) hours for two services, all Musicians shall be paid at the rate set forth in Schedule A per thirty (30) minute period of travel time or fraction thereof. This premium shall not be paid when excess travel is due to an “act of God” or other circumstances beyond the Opera's control.

4.4 Bus Trips

Any run-out, as defined in Article 4.1, for which a trip which exceeds forty (40) miles one-way, shall necessitate the hiring of a bus or comparable transportation by the Opera for the Musicians. All Musicians will be paid mileage specifically to the bus pick-up location, according to terms in Article 7.4, and Travel Pay as provided for in Schedule A Section 7. Mileage shall be paid to either the bus pick-up location or the venue, whichever is closer to a Musician's home address. The Opera shall make every reasonable effort to provide transportation which is safe and comfortable, with an individual reclining seat for each passenger and for each cello, bass, and tuba, adequate climate control, and adequate storage for all instruments. In no event will school buses be used.

4.5 Departure

Musicians shall be present at the designated point of departure and ready to travel ten (10) minutes prior to the scheduled bus departure time. If a Musician is not present at the scheduled departure time and the transportation has left, that Musician shall be required to be present at the scheduled service, and shall defray all personal travel expenses. Musicians shall be given adequate time and consideration to unload, set up, and prepare for any service for which the transportation was late or delayed. Musicians shall mutually decide the amount of time needed and communicate that decision to the Opera via the Orchestra Committee or Union Steward.

4.6 Equipment

The Opera shall provide at its own expense all transportation for instruments and equipment subject to cartage provisions on all runouts and tours. The Opera shall carry insurance to cover all instruments while they are being transported by and in the care of the Opera.

4.7 Meals

If the total time of a runout or Traveling Co-Production (as defined in 4.10), from and back to the bus departure point, is expected to be six (6) hours or more, the Opera shall provide the Musicians with per diem. The Opera shall ensure that a minimum of 30 minutes is allowed for Musicians to eat either during travel or upon arrival at the venue.

4.8 Rest Stops

On bus trips, there shall be a minimum fifteen (15) minute rest stop after each two (2) hours of travel. This rest stop shall be optional by a majority vote of Musicians on the bus.

4.9 Tours

All terms and conditions of any tour, domestic or foreign, shall be negotiated in good faith by the Opera and the Local.

4.10 Traveling Co-productions

A Traveling Co-production shall be defined as a series in which: rehearsals and performances of a work are both held outside Wilmington city limits; the series is co-produced by OperaDelaware and another opera company, producer, or venue; and OperaDelaware is the sole employer of the Orchestra.

For all Traveling Co-Productions, all terms and conditions of the Agreement shall apply, with the addition of:

4.10.1: All Orchestra members offered the series shall have the option to opt out of the traveling/non-Wilmington services without penalty. Musicians choosing to do so must opt out of all traveling/non-Wilmington services, unless special arrangements are made. All Musicians must attend the dress rehearsal at the location of their performance, as well as a minimum of one other rehearsal with cast. This policy shall be in effect on an evaluation basis for the period covering September 1, 2024 to December 1, 2025. The parties shall confer as to continuing or altering the policy after its first implementation, or December 1, 2025, whichever is later. This policy will not go into effect permanently until after such consultation has occurred.

5. DEPARTMENT AND DRESS

5.1 Best Effort

Each Musician shall render their best effort as a member of the Opera Orchestra in all rehearsals, concerts and other performances under the auspices of the Opera.

5.2 Preparation

Except for extenuating circumstances, all Musicians shall have their music prepared before the first rehearsal of that work.

5.3 Musical matters

Musicians shall comply with the directions and instructions of the Conductor in regard to all musical matters.

5.4 Responsibility for Music

Music being performed must be brought to each rehearsal or performance, and must be left on the music stand following the last performance of that work, unless otherwise directed by Opera personnel. Musicians shall be responsible for the replacement cost of music which is damaged, lost, or otherwise rendered unusable. The Opera shall make a best effort to provide Musicians with parts two weeks days in advance of the first service, and to ensure that parts are professionally sized, legible, and markable, to a standard of 10" x 13". Musicians shall inform the General Manager via the Personnel Manager of any issues with parts, within one week of receipt of parts.

5.5 Readiness for Service

OperaDelaware shall make its best effort that the stage or performance area shall be available to Musicians for the purpose of warming up one-half (1/2) hour before the service. Musicians shall be seated, warmed up, and prepared for the downbeat at the start of the announced service time, after which tuning may commence. The warm up period may be reduced to thirty minutes when the musicians are on a runout or tour.

5.6 Performance Dress

Dress shall be professional pit black for men and women, with the exception for performances out of the pit (i.e. concert presentations), where other professional attire may be requested, with a minimum of three weeks' notice. Attire shall be professional and shall not include tank tops or tube tops.

6. ELECTRONIC MEDIA

6.1 Permission

Except as provided herein, the Opera agrees that it shall not permit, for any purpose, the audio or video recording of any service(s) performed under the terms of this Agreement without first obtaining the approval of the Local.

6.2 Agreement

Should any recordings made under the provisions of this Agreement ever be used for any purpose not explicitly set forth herein, e.g., phonograph records, commercial announcements, or background music for any type of sound or film program, the Opera shall fulfill all conditions required by the appropriate agreement of the American Federation of Musicians, including, but not limited to, the payment of prevailing wages and benefits.

6.3 Archival Audio Recordings

The Opera may designate a qualified person to record any concert or performance for the purpose of making an archival audio recording. The archival master recordings at all times will remain in the custody of the Opera. The Opera will not permit duplication of any archival audio recording under any circumstances except as provided herein. Archival recordings shall be used for study purposes. The Opera will not allow any hearing of an archival recording for any purpose other than study by the conductor, director, chorus master/accompanist, members of the Orchestra, or by members of the Opera cast, unless otherwise agreed upon by the Local. Archival recordings shall never be used as evidence in dismissal proceedings.

6.4 Union Copies

The Local shall have possession of and shall be responsible for the secure, safe storage of one copy of each archival audio master recording, which shall remain the property of the Opera. The Local shall permit Musicians to listen to such recordings during regularly scheduled hours, shall maintain an accurate record of those listening to the recordings, and shall use the recordings for no other purpose without the permission of the Opera.

6.5 Grant Applications

Archival recordings may be used for the purpose of providing recordings to the National Endowment for the Arts, Delaware Division of the Arts, or any other government or private foundation, individual or business from whom the Opera intends to apply for funding requiring a recording of a performance. A list of the uses of the Archival recording shall be kept by the Opera and the Local shall be notified of such usages no later than ten (10) working days prior to any such usage.

6.6 Publicity Recordings

For publicity or news segments, the Opera shall have the right to have broadcast by radio or television, live or delayed, without payment to the Musicians, a portion of up to five (5) minutes of any rehearsal or performance. A minimum of twenty-four (24) hours advance notice shall be given to the Union and the Musicians involved.

6.7 Local Broadcasts

The Opera shall have the right to have broadcast locally a performance of an opera or concert. The Opera shall give as much notice as possible, but not less than 48 hours, of its intent to make a recording for publicity or broadcast, and shall announce the airing dates for such broadcasts to the Musicians and the Local.

6.8 Sound Quality

It shall be the responsibility of the Opera to ascertain the quality of sound reproduction and to disallow the use of inferior recordings. Stations shall be advised that poor quality reproduction, for any reason, shall constitute cause for withdrawing permission to record and broadcast the recording.

6.9 Archival Video Recording

The Opera may designate a qualified person to record any dress rehearsal of an opera production for the purpose of making an archival video recording. This video recording shall be subject to all the provisions set forth in Sections 6.3 and 6.5 of this Agreement.

6.10 Integrated Media Agreement Precedence

So long as OperaDelaware is a signatory to the AFM Integrated Media Agreement (IMA), those policies shall prevail in the event of any discrepancy between CBA policy and IMA policy.

7. COMPENSATION

7.1 Compensation

Each Musician shall be paid at no less than the appropriate rates as set forth in Schedule A of the Master Agreement.

7.2 Doubling

Musicians required to double shall receive, in addition to the applicable wage scale, a minimum of thirty (30) percent of the basic rate for each double. The following instruments are not construed as doubles:

- (a) B-flat and A clarinet.
- (b) Piano and Celesta.
- (c) Organ and Celesta, when Celesta is furnished.
- (d) Drummer's regulation outfit consisting of Bass Drum, Snare Drum, Pedal Cymbals, Suspended Cymbals, Gongs, Cow Bells, Wood Blocks and small Traps.
- (e) Vibraphone, Marimba, Chimes, and Bells when played by one Musician without any other double.
- (f) B-flat and C Trumpet.

Any other two (2) instruments are considered a double.

7.3 Cartage

Cartage shall be paid to musicians transporting Harp, Timpani, Chimes, Xylophone, Vibraphone, Marimba, Trap Set, or other large instruments when owned by the musician, to and from all services at the rates set forth in Schedule A. Cartage may also be charged if a musician is required to furnish electronic amplification or electronic instruments.

7.4 Travel

Mileage shall be paid to all musicians for each service, based on round trip from their home to the service venue, at a rate per mile accordingly:

2024-2025: 55 cents/mile

2025-2026: 60 cents/mile

2026-2027: 67 cents/mile

Mileage shall be limited to 75 miles one-way (150 miles round trip).

7.5 Per Diem

Per diem shall be provided by the Opera when two or more services are performed on one day. When the Opera offers per diem in lieu of a meal, it shall be paid at the rate set forth in Schedule A. If four (4) or more hours separate the end of a service and the beginning of the next service on the same day, the Opera shall pay two (2) transportation allowances according to the mileage schedule in Section 7.4 in lieu of a meal. Per Diem shall also be paid according to Article 4.7.

7.6 Pension

The Opera will contribute 8.393% of scale wages, inclusive of all amounts required by the Fund's Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when calculating future benefits. These funds shall be forwarded to the Employers Pension Fund for placement in the pension funds of individual musicians at the American Federation of Musicians and Canada.

7.7 Local Broadcasts

Local Radio Broadcasts: \$10.00 per performance for two (2) airings within twelve (12) months of the concert, to be paid within 2 weeks of the first airdate

7.8 Payment of Fees

Checks for payment to Musicians, as well as either check stubs or a logon to retrieve pay detail, and work dues to the Local, shall be mailed or distributed no later than five (5) working days after the final service of the Production or Concert(s).

8. CHANGES AND MODIFICATIONS

8.1 Entirety

This agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. The failure of either party to enforce any of the provisions hereof shall not be construed to be a waiver of such provision, or the right of such parties thereafter to enforce any such provision.

8.2 Amendments

No additions, waivers, deletions, or amendments to this Master Agreement shall be made except by mutual consent in writing of both parties. Any additions, waivers, or amendments made by such consent in writing shall supersede any such previous agreement, and shall become an integral part of this Master Agreement.

8.3 Questions Not Covered by this Agreement

In the event a question arises which is not covered by the provisions of this Master Agreement, the parties involved resolve to undertake earnest negotiation for a reasonable and mutually agreeable settlement.

SCHEDULE A

Section 1. Per Service Rates

NOTE: Opera Dress Rehearsal pay is same as 3.5 Hr Performance rate.

BASE SCALE / SECTION

	<u>2.5 hour</u> <u>Rehearsal</u>	<u>3 hour</u> <u>Rehearsal</u>	<u>2-1/2 hour</u> <u>Concert</u>	<u>3 hour</u> <u>Concert</u>	<u>3.5 hour</u> <u>Opera Per.</u>
2024-2025	\$112.90	\$135.48	\$125.78	\$150.94	\$176.10
2025-2026	\$119.67	\$143.61	\$133.33	\$159.99	\$186.66
2026-2027	\$126.85	\$152.23	\$141.33	\$169.59	\$197.86

Single Stand/associate CM/Non-Rotating Performance and Rehearsal Scale (add 5% to Base Scale)

	<u>2.5 hour</u> <u>Rehearsal</u>	<u>3 hour</u> <u>Rehearsal</u>	<u>2-1/2 hour</u> <u>Concert</u>	<u>3 hour</u> <u>Concert</u>	<u>3.5 hour</u> <u>Opera Per.</u>
2024-2025	\$118.55	\$142.25	\$132.06	\$158.48	\$184.89
2025-2026	\$125.66	\$150.79	\$139.98	\$167.99	\$195.99
2026-2027	\$133.20	\$159.84	\$148.38	\$178.06	\$207.75

Principal Player Performance and Rehearsal Scale (add 25% to Base Scale)

	<u>2.5 hour</u> <u>Rehearsal</u>	<u>3 hour</u> <u>Rehearsal</u>	<u>2-1/2 hour</u> <u>Concert</u>	<u>3 hour</u> <u>Concert</u>	<u>3.5 hour</u> <u>Opera Per.</u>
2024-2025	\$141.11	\$169.35	\$157.23	\$188.69	\$220.12
2025-2026	\$149.58	\$179.52	\$166.66	\$200.01	\$233.33
2026-2027	\$158.55	\$190.29	\$176.66	\$212.01	\$247.33

CONCERTMASTER: Add 50% to the base scale.

Section 2. Cartage Rates (per round trip)

Organ plus amp and speaker	\$50.00
Marimba, Xylophone or Vibraharp	\$35.00

Amp and speaker	\$15.00
Harpsichord	\$70.00
Portable Keyboard over 40 lbs .	\$50.00
*Timpani (each)	\$15.00
Harp	\$40.00
Drum Set (4 pieces or larger)	\$35.00
Concert bass drum	\$10.00
Tam tam	\$10.00
Glockenspiel	\$15.00
String Bass	\$10.00
Tuba	\$10.00

*If OperaDelaware rents tympani from an orchestra member, the rate will be \$150.00 per drum, which will include initial delivery, all moves within the series, and removal at the end. If OperaDelaware rents tympani from any other provider, OperaDelaware will handle delivery, all moves, and removal, in which case the member will not be required to physically move the instruments and will not be paid cartage

¹A three and one-half hour Opera Rehearsal must be scheduled in advance of the service. Extending a scheduled three hour Opera Rehearsal shall result in overtime payment rate.

Section 3. Overtime Time and one-half rate, based on each fifteen (15) minute period or fraction thereof.

Section 4. Lateness Wage penalty subtracted per fifteen (15) minutes or fraction thereof, based on each Musician's hourly rate per service.

Section 5. Warm-up Rehearsal or Sound Check
\$30.00 per Musician (basic scale), up to one hour.

Section 6. Overtime on Runouts
\$9.00 per thirty (30) minute period of travel time or fraction thereof.

Section. 7. Travel pay for Runouts (in round trip miles)

60-79 miles (Example: Dover)	\$55.00
80-119 miles (Example: Harford)	\$70.00
120-159 miles (Example: Milford)	\$85.00
160-179 miles (Example: Easton)	\$100.00
180-200 miles (Example: Washington, D.C.)	\$115.00

Section 8. Per Diems (when two (2) or more services are performed on the same day) shall be paid if a meal is not provided.

<u>Lunch</u>	<u>Dinner</u>
\$20.00	\$30.00

Section 9. Doubling In addition to wages, 30% of basic performance and rehearsal scale for the first double, 20% for the second, and 10% for the third and all subsequent doubles.

Section 10. Onstage Banda In addition to wages, 15% of basic performance and rehearsal scale.

SCHEDULE B

The parties agree that the check-off authorization provided for herein shall be in the following form:

“I hereby authorize and direct OperaDelaware to deduct the regular work dues uniformly required by the Union as a condition of acquiring or retaining membership in it from wages earned by me from each pay check following the date which this authorization is received by OperaDelaware and for each check thereafter.

I submit this authorization and assignment with the understanding that it will be effective and irrevocable up to the termination date of the collective bargaining agreement between OperaDelaware and Local 21 American Federation of Musicians, AFL-CIO.”

Signature of Musician

Date

AGREEMENT

The Undersigned accept this agreement in its entirety for the period specified in 1.2 of this agreement.

Signed by:

Brendan Cooke

8EEBBA64B7B4442...

Brendan Cooke
General Director
OperaDelaware, Inc.

Signed by:

Glenn P B Finnan

FA05550DB9FE49C...

Glenn P B Finnan
Secretary/Treasurer
American Federation of Musicians, Local 21

Schedule C

Violin

Eliezer Gutman, Concertmaster
Lisa Vaupel, Associate Concertmaster
Elissa Wagman
Donna Rudolph
James Finegan
Irina Schuck
Emily Nicholl
Stefan Xhori
Walter Choi
Audrey Kress
Martin Stanell
Martin Beech
Alexandra VandeGeijn
Barbara Jaffe

Viola

Nina Cottman, Principal
Alexandra Van de Geijn
Ruth Frazier
Catherine Frey
Petula Perdikis
Julia DiGaetani

Cello

Naomi Gray, Principal
Todd Thiel
Mark Ward

Bass

Douglas Mapp, Principal
Daniel McDougall
Arthur Marks

Flute/Piccolo

Kimberly Reighley, Principal
Frances Tate

Oboe

Stephanie Wilson
Lloyd Shorter
Terrence Belzer

Clarinet

Agnes Marchione, Principal

Bassoon

Jon Gaarder, Principal
Darryl Hartshorne

Horn

Karen Schubert, Principal
Lisa Dunham
Kathryn Mehrtens

Trumpet

Robert Skoniczin, Principal
Steven Heitzer

Trombone

Richard Linn, Principal Tenor
Jon Schubert, bass trombone

Percussion

William Kerrigan, Principal
Thomas Blanchard
Harvey Price
Robert Jenkins

Timpani

Harvey Price, Principal
Tom Blanchard
William Kerrigan

Piano

Aurelien Eulert, Principal

Harp

Rong Tan, Principal