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IDnum 218 **Language** English **Country** United States **State** NY

Union AGMA (American Guild Musical Artists)

Local

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

Bargaining Agency Ballet Hispanico of New York

Agency industrial classification (NAICS):

71 (Arts, Entertainment, and Recreation)

BeginYear 2000 **EndYear**

Source http://www.agmanatl.com/ContractsDance/ballet_hispanico.htm

Original_format PDF (unitary)

Notes

Contact

Full text contract begins on following page.

AGREEMENT made, executed, and delivered in the city of New York, County of New York, and State of New York, this 1st day of August, 2000, by and between the AMERICAN GUILD OF MUSICAL ARTISTS, a membership corporation organized and existing under and by virtue of the laws of the State of New York and having its principal office at 1727 Broadway (at 55th Street), New York, New York 10019 (hereinafter "AGMA") and BALLET HISPANICO OF NEW YORK, a corporation organized under the laws of the State of New York, having its principal place of business at 167 West 89th Street, New York, NY 10024 (hereinafter called "EMPLOYER").

WITNESSETH:

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

1. EMPLOYEES COVERED

The EMPLOYER hereby recognizes AGMA as the exclusive collective bargaining agent for all full-time dancers, regular part-time dancers, weekly dancers and per performance dancers including corps de ballet and apprentices (all herein referred to collectively as "ARTIST") employed by the EMPLOYER, excluding the Guards, professional employees and supervisors as defined in the labor Management Relations Act. AGMA does not represent the ARTIST in reference to any optional employment by the EMPLOYER as a dance instructor in the Ballet Hispanico School of Dance or Primeros Pasos. AGMA represents that for all collective bargaining purposes it represents a majority of the ARTISTS.

2. APPLICATION OF BENEFITS

The EMPLOYER agrees that the provisions of this agreement shall apply to and inure to the benefit of all ARTISTS employed or otherwise engaged by the EMPLOYER. Whenever there shall be used in this agreement any phrase of a more restricted meaning, such as, for example, "ARTISTS employed by the EMPLOYER," such phrase shall be deemed to mean "ALL ARTISTS" employed or otherwise engaged by the EMPLOYER.

3. MEMBERSHIP IN AGMA

(a) Subject to the Labor Management Relations Act of 1947, as amended:

"The EMPLOYER 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. For the purpose of this Paragraph, an employee shall be considered a member of AGMA in good standing, if he or she tenders the periodic dues, assessments, and initiation fees uniformly required as a condition of membership, commencing thirty (30) days after employment under this performance."

(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 EMPLOYER and will not impose unreasonable entrance fees or dues upon its members; provided, however, 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 EMPLOYER to discharge or refuse to engage any ARTIST by reason of an action of AGMA which is in violation of the said Labor Management Relations Act.

(c) Nothing contained within this Agreement or the Standard Artist's Contract for Employment in any way shall abrogate the artistic prerogatives of the management, which shall be the sole judge and arbiter of any and all artistic matters.

(d) Management Rights

EMPLOYER retains all management rights except as those rights are limited by the express and specific language of the provisions of this Agreement. Nothing contained in this Agreement shall be construed to impair the rights of the EMPLOYER to conduct its business in all particulars, including, but not limited to, the determination of role assignments and rehearsal requirements, except as expressly and specifically required in this Agreement.

4. DEDUCTIONS

(a) The EMPLOYER shall make all deductions from the ARTISTS' salaries as required by law.

(b) The EMPLOYER agrees that it will deduct ("Check-Off") 2.0% of the gross compensation earned and to be earned by each ARTIST covered under this Agreement, for whom there shall be filed with the EMPLOYER a written assignment in accordance with Section 302 of the Labor Management Relations Act, 1947, the applicable "Working Dues". For purpose of such deduction, travel expenses, meal money, per diem (to the extent provided for in this Agreement) and any compensation earned under the jurisdiction of any union other than AGMA shall not be considered a part of the "gross compensation" and shall not be subject to such deduction. The EMPLOYER shall commence making such deductions with the first wage payment to be made to such ARTIST at least forty-eight (48) hours after the filing of 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.

(c) Within one (1) month after the end of each payroll period, the EMPLOYER shall remit to AGMA, by check drawn to the order of the American Guild of Musical Artists, the total amount of all deductions made during the said period for all such ARTISTS. The EMPLOYER further agrees that, upon written request of AGMA and authorization of the ARTISTS, dues delinquent not longer than six (6) months and initiation fees payable to AGMA shall be deducted from the compensation of ARTISTS and paid by the EMPLOYER to AGMA by separate check. It will be AGMA's responsibility to make any arrangement with the ARTIST for the collection of dues delinquent longer than six months.

(d) At the time of such remittance, and together therewith, the EMPLOYER shall also furnish to AGMA a record setting forth the names, Social Security numbers and total wage and deductions payable to AGMA for the pay period of the ARTISTS on whose account such deductions were made. The EMPLOYER will be liable for failure to make a deduction or deductions as set forth in Paragraph 4(b) above.

(e) The written assignment contained in the Standard Artist's Contract for Employment with the EMPLOYER annexed hereto as Exhibit "A," shall be acceptable for the purpose of this Paragraph.

(f) No other deductions shall be made from any ARTIST's compensation unless specified in writing from the ARTIST.

(g) AGMA shall indemnify and hold the EMPLOYER harmless against any and all claims, demands, suits or other forms of liability which may arise out of or by reason of any action taken or not taken by the EMPLOYER for the purpose of complying with any of the provisions of this Paragraph pertaining to the deduction of initiation fees, assessments, fines and dues or in reliance on any notice or assignment furnished regarding any such deductions.

5. CONDUCT OF UNION BUSINESS ON EMPLOYER'S PREMISES

(a) Upon reasonable advance notice to the EMPLOYER any officer or duly authorized representative of AGMA shall be admitted to the premises of the EMPLOYER provided that it does not unreasonably impede any class, rehearsal or performance or other operation of the EMPLOYER at any location. This shall also apply to locations where work is being performed outside of the EMPLOYER'S premises, provided that the EMPLOYER has sufficient control over the location to provide such access.

(b) ARTISTS may not engage in any union activity during working time. In the event that the EMPLOYER needs to request a waiver of a provision of

this Agreement, however, the EMPLOYER shall permit reasonable and appropriate time during working hours for the presentation, discussion and response to such request.

6. INDIVIDUAL ARTIST CONTRACT

(a) No ARTIST may take part in any performances or rehearsals or do any work in preparation for a production without first signing a Standard Artist's Contract for Employment which shall state the ARTIST's level or category. All contracts and agreements made by the EMPLOYER with the ARTISTS employed under this Agreement shall conform in every respect to all the provisions of this Agreement and shall be executed only on the AGMA standard form of agreement (hereinafter described) in quadruplicate, one copy for the ARTIST, one for the EMPLOYER, one copy for the AGMA Pension and Health Fund and one for AGMA. AGMA's copy shall be kept confidential by AGMA and available only (a) to the Executive Secretary or other officer having an equivalent position or (b) when a dispute arises under the contract, and then only to the extent required.

(b) Exhibit "A" for Dancers attached hereto is the Standard Artist's Contract for Employment, approved by AGMA and to be entered into by the EMPLOYER with each ARTIST, subject to such additions thereto and modifications thereof appropriately as may be agreeable to the ARTIST and to AGMA but in no event inconsistent with this Agreement and less favorable to such ARTIST.

(c) ARTISTS shall be employed on a Weekly Basis or on a Guaranteed Employment Basis on the terms and at not less than the minimum compensation hereinafter set forth. This provision shall become effective upon the commencement of a Standard Artist's Contract for Employment during the term of this Agreement.

(d) When ARTISTS are engaged on a Weekly or Guaranteed Employment Basis, the Standard Artist's Contract for Employment may contain an option whereby the EMPLOYER may engage the ARTIST to render his or her services for an additional specified period of employment. This option may be exercised by the EMPLOYER only by delivering a notice in writing to the ARTIST and to AGMA one (1) month prior to the completion of the initial employment set forth in the Standard Artist's Contract for Employment.

(e) All ARTISTS employed shall be notified of re-engagement (including years of service) or non-reengagement by written notification, by April 1. The contract offer will be considered to be withdrawn unless the ARTIST has accepted in writing the EMPLOYER's offer within four (4) weeks after date of offer. Employer will be available for individual Artist/Employer discussions during the first week after contracts have been offered to Artists or the next employment week in the event said week is a lay-off week.

(f) An annual ARTISTIC EVALUATION shall be conducted by the Artistic Director in the presence of a witness and scheduled for every ARTIST at least one time prior to March 1. Records of this evaluation shall be in writing or tape and accessible for review by the ARTIST. It is further agreed that this evaluation shall not be defined as a notice of reengagement or non-reengagement.

(g) ARTISTS shall not have the right to refuse to appear in any dancing role as assigned by the Artistic Director except when the role requires nudity and the ARTIST deems such role morally unacceptable.

(h) Outside employment

At anytime during an ARTIST's period of employment with EMPLOYER, ARTIST shall not perform any outside engagement without first entering into a release Agreement and a worker's compensation acknowledgement, which shall be substantially in the forms set forth in Exhibit B attached hereto.

During any period in which ARTIST is on lay-off, ARTIST shall not perform any outside engagement without first signing a worker's compensation acknowledgement.

If an ARTIST engages in any outside employment, the ARTIST cannot perform any material that is owned and/or controlled by Ballet Hispanico without the written permission of the Artistic Director and all Choreographers and Composers. ARTIST is responsible for obtaining all of these rights. If approval to perform said work is granted the ARTIST will be responsible for payment of any applicable royalties and licensing fees.

7. ASSIGNMENT OF ARTIST'S CONTRACT

The EMPLOYER agrees that the Standard Artist's Contract for Employment between the EMPLOYER and any ARTIST may not be assigned or transferred to any individual or corporation unless the written consent of AGMA and the ARTIST concerned shall have been endorsed on the face of the contract. The transfer of said individual contract without such written consent shall be deemed null and void.

8. REENGAGEMENT

The EMPLOYER will furnish AGMA with a list of those ARTISTS whose contracts expire at the end of the then current season and whom the EMPLOYER does not plan to re-engage for the following season or tour. Upon request the EMPLOYER will furnish AGMA with a record of the annual evaluation of any ARTIST.

9. LOWERING OF MINIMUMS AND WAIVERS PROHIBITED

The EMPLOYER agrees that the minimum terms and conditions governing the employment of ARTISTS by the EMPLOYER are those contained herein, and the EMPLOYER further agrees that it will not enter into any contract with or employ any ARTIST upon terms and conditions less favorable to the ARTIST than those set forth herein. The EMPLOYER agrees that no waiver by an ARTIST of any provision of this Agreement or any contract between any ARTIST and the EMPLOYER shall be requested by the EMPLOYER or be effective unless the written consent of AGMA to the making of such request or such waiver is first had and obtained. The EMPLOYER further agrees that nothing in this Agreement shall be deemed to prevent any ARTIST from negotiating for or obtaining better terms than the minimum terms provided for herein. In any case, however, no agreement or contract between the EMPLOYER and any ARTIST, whether or not such agreement or contract contains such better terms, shall be binding upon the ARTIST and EMPLOYER unless such agreement or contract is in writing and approved by AGMA in writing.

10. AGMA COMMITTEE

A Committee shall be established to endeavor to discuss and resolve issues which arise during the term of this Agreement. This Committee will operate as follows:

(a) The EMPLOYER agrees to the establishment of a Committee consisting of an equal number of representatives of the EMPLOYER and the ARTISTS and an officer or representative of AGMA, when requested.

(b) Committee meetings are to be scheduled either upon request of the EMPLOYER or upon request of ARTIST representative(s), and such meetings shall not be counted as rehearsal time. Issues brought to the Committee shall have been fully investigated by the appropriate Delegate(s) before being presented.

(c) The subject matter to be discussed by the Committee shall be limited to issues relating to terms and conditions of employment. No action or inaction by this committee shall be subject to grievance or arbitration, however it is agreed that any unresolved issue discussed by this committee may be subject to either grievance and/or arbitration to the extent that they pertain to the interpretation and enforcement of any of the terms of this Agreement.

(d) The EMPLOYER agrees, subject to the requirement of rehearsal and performance, to set aside a period of up to one (1) hour during which there may be no rehearsals, upon request of AGMA, for membership meetings, once within any season. The EMPLOYER will cooperate with AGMA in setting up shop meetings within the first week of the rehearsal period, in order that AGMA members can elect Delegate(s) and a Committee and acquaint the members with the provisions of this Agreement. These meetings are not to be included in compensated

rehearsal/performance time.

(e) The EMPLOYER recognizes the issues and concerns of the ARTISTS over Spill-Over rehearsals. The EMPLOYER has made efforts through the involvement of the company manager to reduce the occurrence of Spill-Over rehearsals. The EMPLOYER shall direct the company manager to extend best efforts, including the involvement of the Artistic Director, to reduce further the occurrence of Spill-Over Rehearsals. This issue shall be the first order of business of the Committee formed pursuant to this Paragraph 10. in recognition of its importance and relationship to the artistic mission shared by the EMPLOYER and ARTISTS to seek a resolution of this situation in a timely manner.

(f) At the beginning of each season artistic and management staff will meet with a committee of ARTISTS and their representatives, if so desired by the ARTISTS, to address rehearsal scheduling issues for the coming season.

11. CONTRIBUTIONS TO EMPLOYER PROHIBITED

(a) No officer, director, employee or agent/manager of the EMPLOYER and no person who occupies the relationship of independent contractor to the EMPLOYER shall act as manager, agent or personal representative of any member of AGMA or receive, directly or indirectly, any compensation or remuneration of any kind or nature whatsoever from any member of AGMA in relation to his or her employment with the EMPLOYER. The EMPLOYER shall be responsible for enforcing compliance with the preceding sentence.

In the event the EMPLOYER acts as an agent and secures employment for an ARTIST by a third party and the ARTIST voluntarily accepts such other employment, the EMPLOYER may deduct reasonable charges such as postage, phone calls and other such expenses from the ARTIST's outside employment compensation.

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

12. PAYMENT OF SALARIES

The EMPLOYER agrees that all ARTISTS shall with best efforts be paid by cash or check not later than 5:00 PM on Thursday of each week of employment. All overtime payments, penalty payments, or any other payments which arise separate and apart from the weekly minimum salaries shall be paid by the EMPLOYER to the

ARTIST no later than two (2) weeks following the submission of the overtime schedule to the EMPLOYER. While on tour, ARTISTS shall be paid by cash or check with suitable arrangements made for cashing of checks, or EMPLOYER will arrange for deposit when requested by ARTIST.

All overtime accrued shall be submitted by the ARTIST for payment within the week after it occurs, or the claim will not be applicable.

13. NON-PAYMENT OR PARTIAL PAYMENT OF SALARIES

(a) Non-payment, or partial payment of salaries, when due, shall be deemed a material breach of contract, giving any ARTIST the right to terminate forthwith his or her contract with the EMPLOYER if the EMPLOYER fails to make full payment twenty-four (24) hours after notice. However, upon application and sufficient proof by the EMPLOYER, AGMA in its discretion may grant the EMPLOYER a grace period not to exceed seven (7) days.

(b) If the EMPLOYER fails to pay the salary due the ARTIST, the ARTIST shall have an alternative right to receive his or her contracted salary out of the reserve fund referred to in Paragraph 14., and the EMPLOYER will pay the ARTIST from such fund. The EMPLOYER agrees to replenish the reserve fund upon receipt of a request from AGMA. Acceptance by the ARTIST of his or her salary out of the fund shall be a waiver on his or her part of his or her right to terminate his or her contract with the EMPLOYER.

14. SECURITY

The EMPLOYER shall maintain a working capital reserve fund which shall at all times maintain a balance of not less than one (1) week of gross payroll for the ARTISTS. EMPLOYER will provide to AGMA a monthly bank statement indicating the balance in said account. If the EMPLOYER fails to provide said statement or to maintain a proper balance, AGMA will so notify EMPLOYER in writing. If EMPLOYER fails to remedy the situation within seven (7) working days after receipt of notice, the EMPLOYER must provide AGMA with a bond equal to an amount not less than one (1) weeks of gross payroll for the ARTISTS.

15. DEFINITIONS

Whenever used in this Agreement, unless otherwise provided:

(a) Apprentices - Except as explicitly provided in this subparagraph, all terms and conditions of this contract shall apply to Apprentices:

(1) there may be no more than two (2) Apprentices;

(2) Apprenticeship shall be not more than two (2) years in length;

(3) An Apprentice may be employed on a Guaranteed Employment Basis or a weekly basis but not less than four (4) weeks per year. In the event an Apprentice is unavailable any day of the employment week, the EMPLOYER may deduct a pro rata of one-sixth (1/6th) the Apprentice weekly compensation in a performance or six day rehearsal week, or one-fifth (1/5th) in a five day rehearsal week, for each day the Apprentice is not available;

(4) In the event an Apprentice under the age of 18 is covered by a parent's or spouse's medical plan, the medical coverage provided for in Paragraph 37. shall not be paid by EMPLOYER.

(b) Artistic Emergency Rehearsal - The term "Artistic Emergency Rehearsal" shall mean a rehearsal due to an artistic emergency when the lack of further rehearsal would endanger the artistic standards of a work being presented.

(c) Back-to-Back Lecture/Demonstration - A Back-to-Back Lecture/Demonstration shall consist of two Lecture/Demonstrations, each not to exceed fifty-five (55) minutes in length, performed in the same location for two different audiences within a three (3) hour period with an interval of not less than twenty-five (25) consecutive minutes between. It is equivalent to one (1) full performance.

(d) The City of Origination - The term "City of Origination" shall mean the City of New York. An engagement will be considered outside the City of Origination if such engagement takes place more than a radius of seventy-five (75) miles from the company's point of in-city departure.

(e) Curtain Time - Curtain Time shall be defined as the beginning of the music of the first (1st) dance piece.

(f) Dress/Technical Rehearsal - The term "Dress/Technical Rehearsal" shall mean an appearance which includes the following elements:

1) All performing ARTISTS shall appear in full costume and make-up;

2) All scenery, lighting, props and costumes are utilized;

3) Full orchestra or performance music utilized.

(g) Emergency Rehearsal - The term "Emergency Rehearsal" shall mean a rehearsal necessitated by the inability of an ARTIST to perform due to sickness or injury.

(h) Extraordinary Risk - The term "Extraordinary Risk" shall be

applied to a performance or on-stage Technical Rehearsal or Dress Rehearsal which entails one or more of the following high risk feats for an ARTIST:

(1) suspension from trapeze, wire or like contrivance more than four (4) feet above stage floor;

(2) performing on stilts or like devices which place ARTIST's feet more than four (4) feet above stage floor;

(3) operating explosive or pyrotechnic devices;

(4) any other form of high risk feat endangering ARTISTS to injury, including handling fire or performing near or around fire, as mutually determined by a local AGMA Committee and the EMPLOYER prior to the first performance.

Notwithstanding the foregoing, performing on any construction or apparatus built above the stage floor or orchestra pit, regardless of height, shall not be considered "Extraordinary Risk" if it is of such stability, width and protective danceability and having such railings as may be necessary so as to assure the safety of the ARTISTS as mutually determined by a local AGMA Committee and the EMPLOYER.

It is acknowledged that no Extraordinary Risk exists in the existing repertory of the EMPLOYER as currently choreographed and staged as of November 29, 1995. However, in the event the cast of "Cada Noche.Tango" changes, the EMPLOYER will continue its current practice of engaging a Fight Director/Expert to provide appropriate instruction for the fight scene as provided for in "Exhibit 1."

If the agreed upon conditions of Exhibit #1 are met by the EMPLOYER, the use of sharp weapons, swords, and or other props used as weapons, shall not ordinarily be considered Extraordinary Risk.

(i) Free Day - The term "Free Day" shall be a period of twenty-four (24) consecutive hours during which the ARTIST may not be required to travel [except as permitted under Paragraph 27.(h)], rehearse, perform, or render any service or obligation whatsoever for the EMPLOYER, nor shall any ARTIST volunteer such service. During performance weeks the twenty-four (24) hour consecutive time period shall be counted from nine (9) hours after the close of the last preceding performance. In the event the last service was not an evening performance, the twenty-four (24) hours will begin at midnight following the last service on any day prior to a Free Day.

(j) Latin Social Dance Class - The term "Latin Social Dance Class" shall mean a teaching activity not to exceed one hour in duration for non-company members for the purpose of instruction in Latin social dance.

(k) Lecture/Demonstration - The term "Lecture/Demonstration" shall mean an activity not to exceed fifty-five (55) minutes in duration for the purpose of conveying the art form to an audience consisting of but not limited to students, teachers, and other interested persons.

(l) Master Class - The term "Master Class" shall mean a teaching activity, not to exceed two (2) hours in duration for non-company members for the purpose of giving instruction and criticism.

(m) Mini-Performance - The term "Mini-Performance" shall mean a performance not to exceed seventy-five (75) minutes in duration and includes no more than sixty (60) minutes of dancing, which normally will not be scheduled before 11:00 AM.

(n) Performance - The term "Performance" shall mean an appearance which includes all of the following elements:

- 1) All performing ARTISTS shall appear in full costume and make-up; lighting, props and costumes are utilized;
- 3) Full orchestra or performance music is utilized;
- 4) An audience is present; and
- 5) A complete work of the EMPLOYER is presented.

(o) Performance Week - The term "Performance Week" shall mean seven (7) consecutive days during which at least one (1) performance is given and has one (1) Free Day. On tour only, four (4) Lecture/Demonstrations convert a Rehearsal Week to a Performance Week.

(p) Rehearsal Week - The term "Rehearsal Week" shall mean seven (7) consecutive days and will consist of five (5) days of rehearsal plus two (2) Free Days which shall be consecutive unless extraordinary circumstances do not permit such scheduling. The EMPLOYER shall schedule Rehearsal Weeks on a five (5) day basis except as provided in Paragraph 22.(d). Rehearsal Weeks need not be consecutive. It is agreed that during Rehearsal Weeks rehearsals will begin at 11:15 AM and end not later than 5:45 PM. It is understood that these rehearsal hours will be flexible during the Summer Program and up to four (4) times per contract year for development/fund raising activities.

(q) Rest Time - Rest Time shall be defined as a span of time in which no ARTIST's activity such as class, warm-up, photo calls, costume fittings without compensation, or travel may be scheduled. Rest Time is understood to mean: Off-span (11 or 12) hours; 4th consecutive work hour except as provided for in

Paragraph 23.(o); break period after travel; time between matinee and evening performances; Free Day; half-hour call prior to performance; 5-minute breaks; intermissions and pauses; and, except for class and warm-up, the time between the end of rehearsal and beginning of performance.

(r) Run-outs - When an ARTIST is required to perform more than thirty (30) miles beyond the central point of departure, but is not required to stay overnight.

(s) Service - The term "Service" shall mean any EMPLOYER scheduled or required work requested of the ARTIST, by way of example but not limited to costume fitting, travel, rehearsal, performance, photo call, Lecture/Demonstration, Mini-Performance, Master Class, etc.

(t) Spill-Over Rehearsals - The term "Spill-Over Rehearsal" shall mean an unscheduled rehearsal of the same ballet or rehearsal call which immediately follows a scheduled rehearsal and announced as such. [See Paragraph 10.(e).]

(u) Workshop - The term "Workshop" shall mean an educational activity not to exceed one (1) hour in duration for non-company members for the purpose of educating the participants in some aspect of dance. A Workshop shall count as a one and one-half (1-1/2) hour service credit.

16. COMPENSATION

(a)(1)	Minimum Weekly Compensation			
	2000/01	2001/02	2002/03	2003/04
Apprentice	265.00	265.00	266.00	266.00
1st Year ARTIST	487.00	487.00	488.00	490.00
2nd Year ARTIST	535.00	535.00	536.00	538.00
3rd Year ARTIST	552.00	552.00	553.00	555.00
4th Year ARTIST	569.00	570.00	570.00	572.00
5th Year ARTIST	587.00	587.00	588.00	590.00
6th Year ARTIST	605.00	606.00	607.00	609.00

6th Year ARTIST	605.00	606.00	607.00	609.00
7th Year ARTIST	624.00	625.00	626.00	628.00
8th Year ARTIST	644.00	645.00	645.00	648.00
9th Year ARTIST	664.00	665.00	666.00	668.00
10th Year ARTIST	685.00	686.00	687.00	689.00
11th Year ARTIST	707.00	708.00	708.00	711.00
12th Year ARTIST	729.00	730.00	731.00	733.00
13th Year ARTIST	752.00	753.00	754.00	756.00
14th Year ARTIST	776.00	777.00	777.00	780.00
15th Year ARTIST	800.00	801.00	802.00	805.00
16th Year ARTIST	825.00	826.00	827.00	830.00
17th Year ARTIST	851.00	852.00	853.00	856.00
18th Year ARTIST	878.00	879.00	880.00	883.00
19th Year ARTIST	906.00	907.00	908.00	911.00
20th Year ARTIST	935.00	935.00	936.00	940.00
One Delegate Fee divided among delegates	20.00	20.00	21.00	21.00

(2) Other Payments:

Extraordinary Risk for each on-stage technical rehearsal, dress rehearsal and each performance:

2000/01 2001/02 2002/03 2003/04

Hourly Rates:	30.00	30.00	31.00	31.00
Artistic Emergency Rehearsal	20.00	20.00	21.00	21.00
Emergency Rehearsal	20.00	20.00	21.00	21.00
Free Day Rate - minimum 2-hour:	30.00	30.00	31.00	31.00
Overtime Rate	20.00	20.00	21.00	21.00
Penalty Rate	30.00	30.00	31.00	31.00
Retirement contribution. See Paragraph 37(a)(2).	0.25%	0.25%	0.25%	0.25%
Payment to ARTIST electing not to be covered by AGMA Health Fund A. See Paragraph 37(b)(4).	425.00	425.00	475.00	475.00

(3) Any ARTIST scheduled by the EMPLOYER to take charge of an officially scheduled rehearsal and provide instruction in a role or roles which he or she does not perform shall be paid an additional \$14.00 per hour in quarter hour increments for each such quarter-hour or fraction thereof.

(4) Hotels - The EMPLOYER agrees to provide and pay for hotel rooms, including taxes for all ARTISTS, on double occupancy basis, except that each ARTIST who has been with the company for fifteen (15) or more years will be provided with a single room. It is understood that double occupancy means that if two (2) unmarried persons are sharing the room two (2) separate beds must be provided. If appropriate pairing cannot be achieved, EMPLOYER will recognize up to two (2) singles, to include at least one (1) man and one (1) woman. ARTISTS will be responsible for the payment of all hotel costs beyond the basic room rate and taxes. EMPLOYER will post on the call board available hotel information two (2) weeks prior to tour.

(5) On any day in which the ARTIST is required to be more than thirty (30) miles from the in-city departure point, EMPLOYER will pay each ARTIST the following meal money:

	2000/01	2001/02	2002/03	2003/04
Breakfast:				
prior to 9:00 AM	\$ 8.00	\$ 8.00	\$ 9.00	\$ 9.00
Lunch:				
Noon to 1:00 PM	10.00	10.00	10.00	11.00
Dinner:				
after 6:00 PM	19.00	20.00	20.00	20.00

Total Day: \$37.00 \$38.00 \$39.00 \$40.00

All Artists, either weekly and/or per performance, shall receive per diem and/or meal money either by check two (2) working days prior to departure or by cash at time of departure.

The EMPLOYER shall pay all ARTISTS the appropriate meal money allowance whether or not the airline provides meal service or snacks.

(6) Any ARTIST teaching a Master Class will be compensated at a minimum fee of \$70.00 or the overtime rate whichever is greater if that Master Class extends beyond the service hours rendered by the other ARTISTS. However if the Master Class is on the Artist's Free Day, the ARTIST shall be paid at the penalty rate.

(6) The EMPLOYER will make best efforts to provide one hour of training to each ARTIST in Latin Social Dance instruction as part of the normal rehearsal schedule. The EMPLOYER will provide the necessary music for Latin Social Dance instruction.

(b) Maximum Number of Performances

(1) The ARTIST may be required to take part in not more than eight (8) performances per week in the City of Origination and not more than seven (7) performances per week on tour except when the ARTIST is performing in the same theater in a tour city in which case the maximum number of performance in that week may be eight (8). If the ARTIST shall be required to take part in more than seven (7) or eight (8) performances as specified above, he or she shall be paid not less than one-sixth (1/6th) of his or her agreed-upon weekly compensation for each such additional performance. It is agreed that one (1) New York City season mini-performance for public school students beginning at 12:00 noon shall be performed without additional compensation as specified above.

(c) Pro Rata Days

(1) The EMPLOYER shall have the right, on three (3) weeks prior notice, except in the case of emergency, to engage an ARTIST at a pro rata amount per day of one-sixth (1/6th) the ARTIST's agreed upon weekly compensation for not more than three (3) days in: (i) the week immediately preceding or succeeding any guaranteed week, or (ii) any lay-off week when the presence of all ARTISTS is not needed. The ARTIST shall be paid on a pro rata basis of one-sixth (1/6th) of his or her agreed-upon weekly salary for all days preceding or succeeding the beginning of the week.

(2) It is further agreed that the fourth day or fifth performance "triggers" a full week. The EMPLOYER shall have the right to engage ARTIST for

rehearsals or other services for the balance of the above mentioned pro rata week and pay the ARTIST the full agreed-upon weekly salary.

17. INTERMISSIONS

(a) The EMPLOYER agrees that intermissions, excluding pauses, shall be not less than fifteen (15) minutes in length.

(b) ARTISTS shall receive a call ten (10) minutes, five (5) minutes and places before the opening of the curtain and during each intermission.

(c) No rehearsals, walk-throughs, stagings or spacing will occur during any intermission unless requested by an ARTIST or in an emergency situation.

18. MATINEE PERFORMANCES

The EMPLOYER agrees that there shall be a minimum period of two and one-half (2-1/2) hours intervening between the conclusion of any matinee performance and the commencement of the evening performance during which period the ARTIST may not be required to rehearse, travel and/or perform.

However, the interval of time between matinee and evening performances may be less than two and one-half (2-1/2) hours in tour cities as determined by local custom of starting times of matinees and evening performance in each tour city.

19. LAY-OFFS AND MINIMUM REHEARSAL GUARANTEE

(a) At the beginning of any contract year, the EMPLOYER will guarantee to the ARTIST not less than two (2) Rehearsal Weeks prior to the beginning of performance.

(b) If an ARTIST is called upon to perform one (1) or more performances or Lecture/Demonstrations during a lay-off week immediately following or preceding an employment week, the EMPLOYER will pay the ARTIST one-sixth (1/6th) his or her weekly compensation for each such day.

(c) The EMPLOYER may lay-off ARTISTS in the City of Origination without any compensation. The EMPLOYER agrees that all employment outside the City of Origination shall be continuous, and each ARTIST shall be compensated at his or her weekly salary, and that it shall not lay-off an ARTIST in any place other than the City of Origination.

(d) No lay-offs or return to employment shall occur without three (3) weeks prior written notification to each ARTIST, except in the case of emergency.

(e) When the ARTIST returns to employment following a lay-off

period, the EMPLOYER agrees that the rehearsal schedule will be made available the last working day before the beginning of rehearsal.

(f) If there is a lay-off period of four (4) weeks or more, there shall be a two (2) week rehearsal period guaranteed when employment resumes, if a premiere is being set on the company otherwise a minimum one (1) week rehearsal period which may be followed by a performance in the same week.

20. PERFORMANCE WEEKS

(a) The ARTIST may be called upon to rehearse during each Performance Week without the payment of additional compensation provided that:

(1) The ARTIST shall not be required to render any service in excess of two (2) hours on a one (1) performance day unless there is a Technical and/or Dress/Technical Rehearsal, when the ARTIST shall not be required to rehearse in excess of three (3) hours. The EMPLOYER shall schedule Technical or Dress Rehearsals on non-performance days whenever possible.

(2) On non-performance days during Performance Weeks, the ARTIST may be required to rehearse not more than five (5) hours per day.

(3) The ARTIST shall not be required to rehearse within the two (2) hour period prior to the commencement of any performance, unless such rehearsal is scheduled under emergency conditions as herein defined and further provided that such Emergency Rehearsal is compensated at the Overtime Rate.

(b) The first required service of an ARTIST shall not be sooner than twelve (12) hours following the end of the last preceding performance or rehearsal period in the City of Origination. On tour, there shall be an eleven (11) hour "off-span" following the end of the last preceding performance and the next required service, with the exception of any travel call which may be not earlier than 8:00 AM except as provided in Paragraph 27(h).

(c) Rehearsal will be permitted on a day in which two (2) performances are given only in case of emergency, as defined herein, in which event the ARTISTS shall receive compensation at the Overtime Rate.

(d) There shall be a minimum of one (1) hour between calls on a performance day during which the ARTIST may not be required to travel, perform and/or rehearse, except for work-light spacings and back-to-back Lecture/Demonstrations.

(e) If the ARTIST is required to rehearse during the eleven (11) or twelve (12) hour off-span or after an evening performance, he or she shall be paid at the Overtime Rate.

(f) Rehearsal will be permitted following matinees and Lecture/Demonstrations only if there has been a one and one-half (1-1/2) hour rest period from curtain down time prior to the commencement of such rehearsal unless it is mutually agreed by ARTISTS and EMPLOYER to have a shorter rest period.

(g) Any rehearsal shall be called and compensated for at least one-half (1/2) hour, after which rehearsal time shall be called, counted and compensated in one-quarter (1/4) hour increments.

(h) Compensation for rehearsals shall commence from the time of the scheduled call for such rehearsals and conclude at the time of the actual dismissal.

21. REHEARSALS DURING REHEARSAL WEEKS
(for ARTISTS on Weekly or Guaranteed Employment Basis)

(a) During Rehearsal Weeks the ARTIST may be called upon to rehearse not more than thirty (30) hours per week and not more than six (6) hours in any one (1) day.

(b) If the ARTIST shall be required to rehearse more than thirty (30) hours per week or more than six (6) hours per day during a five-day week, he or she shall be paid additional compensation of not less than one-quarter (1/4) the hourly Overtime Rate for each such additional rehearsal quarter-hour or fraction thereof.

(c) The ARTIST may not be required to rehearse sooner than twelve (12) hours following the end of the last preceding rehearsal period. If the ARTIST is required to rehearse within the twelve (12) hour period, he shall be compensated for such rehearsal at the hourly Overtime Rate.

(d) For each seven (7) weeks of employment, the EMPLOYER may schedule one (1) six-(6-) day Rehearsal Week. The EMPLOYER shall notify ARTIST of such six (6) day Rehearsal Week at least three (3) weeks in advance, except in case of emergency.

(e) Except in cases of emergency, ARTIST shall inform EMPLOYER as soon as possible, but in any event not later than 10:00 am, on any day that ARTIST, due to illness, injury or other unforeseen circumstance, will be unable to attend any rehearsal for which he or she is called that day.

(f) Ballet master or rehearsal director or representative of the EMPLOYER or designated ARTIST must be present during any and all rehearsals and must be responsible for calling breaks and keeping time records.

22. FREE DAYS AND HOLIDAYS

(a) During each five (5) day Rehearsal Week, each ARTIST will receive two (2) Free Days as defined herein.

(b) Each Performance Week or six (6) day Rehearsal Week shall have one (1) Free Day in each week, with the Free Day occurring by not later than the tenth (10th) day following the immediately preceding Free Day.

(c) If the ARTIST is required to perform any service at any time during a Free Day, the ARTIST shall be compensated at the hourly Penalty Rate of \$28.00 with a two-(2)-hour minimum call payable thereafter in one-quarter (1/4) hour increments.

(d) Holidays

ARTISTS may not be required to rehearse and/or perform on the following legal holidays: Labor Day, Memorial Day, Thanksgiving, Christmas, New Year's Day and Easter Sunday. All such legal holidays shall be in addition to the regularly scheduled Free Days. ARTISTS will be compensated for said legal holidays that occur during a Rehearsal or Performance Week. If the ARTIST is required to perform or rehearse on a legal holiday or if the holiday is scheduled to be the regular Free Day, the ARTISTS shall receive an extra Free Day within the succeeding or preceding two (2) week period of employment except Thanksgiving, Christmas and New Year's Day which shall have the extra Free Day scheduled within the succeeding or preceding four (4) week period of employment. If an alternate Free Day cannot be scheduled ARTISTS will be compensated at one-sixth (1/6) of the weekly salary.

(e) For tours which are in excess of twenty-one (21) days, the EMPLOYER shall make best efforts to designate the Free Day on the first business day or a mutually agreeable day immediately following the Company's return to the City of Origination.

23. REHEARSAL AND PERFORMANCE CONDITIONS - GENERAL PROVISIONS

(a) The EMPLOYER agrees to take all responsible steps in an effort to provide safe, clean and adequate rehearsal, dressing room and performance facilities.

(b) No ARTIST will be required to render services where the temperature is below 65 degrees Fahrenheit or above 90 degrees Fahrenheit. The EMPLOYER shall make best efforts to maintain the temperature at or about 68 degrees Fahrenheit where the ARTIST renders service.

(c) The EMPLOYER will maintain a list of doctors in each city and town in which the company is scheduled to perform.

(d) If hot water and shower facilities are not available, substantial body make-up will not be required.

(e) The EMPLOYER agrees to provide on tour sufficient barrels for performance warm-up.

(f) During half (1/2) hour prior to curtain going up, the stage or adjacent space will be free for use by the ARTISTS whenever the stage or adjacent space is available for use.

(g) Outside of the City of Origination, properly equipped dressing rooms closest to the stage will normally be reserved for first the Artistic Director and then the ARTISTS.

(h) Crossovers must be sufficiently lighted and uncluttered so as to prevent accidents and facilitate quick crossovers.

(i) Smoking, eating and drinking beverages other than water by either ARTIST, Stage Crew and/or all management personnel shall be prohibited in any space where a class, rehearsal and/or performance is being held. The EMPLOYER shall provide bottled water at each performance.

(j) A Stage Manager or employer representative will be present at all times when the company is rehearsing in the theater and at all Lecture/Demonstrations. This representative will be responsible for performance conditions and for calling breaks and keeping exact time records.

(k) Service Credits - For the purposes of counting hours:

1. a performance shall count as three (3) hours;
2. a Lecture/Demonstration shall count as one and one-half (1-1/2) hours;
3. Back-to-Back Lecture/Demonstrations shall count as three (3) hours;
4. a Mini-Performance shall count as two (2) hours;
5. a Master Class shall count as two and one-half (2-1/2) hours;
6. a Workshop shall count as one and one-half (1-1/2) hour;
7. Latin social dance shall count as two (2) hours for the instructor(s) and one (1) hour for the participating ARTISTS.

(l) Any rehearsal shall be called and compensated for not less than one-half (1/2) hour, after which rehearsal time shall be called, counted and compensated in one-quarter (1/4) hour increments.

(m) ARTISTS must have one and one-half (1-1/2) hours off between rehearsals called at two (2) different studio or theatre locations if such locations are

more than one-half (1/2) mile apart.

(n) The EMPLOYER agrees not to schedule rehearsals which require an ARTIST to be available for any two (2) rehearsals occurring at the same time.

(o) If the ARTIST shall be required to rehearse in excess of the maximum number of hours per day or per week, as above provided, he shall be paid not less than the rate of one-quarter (1/4) the hourly Overtime Rate for each such additional rehearsal quarter hour or fraction thereof. In the event an ARTIST is required to rehearse a fourth (4th) or more consecutive hour, said 4th consecutive hour shall be paid at the Overtime Rate quarter hour (1/4) hour segments. It is further agreed that the thirty (30) consecutive minute lunch break shall conclude not later than four (4) hours after the commencement of rehearsals, and that the one-half (1/2) hour immediately preceding or following the lunch break shall not be subject to Overtime compensation as called for above if specifically limited to rehearsal.

(p) The EMPLOYER agrees to provide piano accompaniment or quality tapes with appropriate performance tempo for all classes and scheduled rehearsals.

(q) Employer will use best efforts to provide warm-up space including proper floor and barres during all performances if no additional costs are incurred.

(r) The ARTIST shall be given a 5-minute break during each hour of rehearsal following an approximate 55-minute rehearsal period.

(s) No ARTIST may appear in more than one (1) Lecture/Demonstration or one (1) Mini-Performance on a performance day.

(t) There shall not be more than three (3) Lecture/Demonstrations in any day, each being separated by not less than one and one-half (1-1/2) hours if travel is involved and by no less than twenty-five (25) minutes if no travel is involved.

(u) In the event that a Lecture/Demonstration or Mini-Performance is scheduled on the same day as a regular performance, the provisions of this Agreement relative to a two-performance day will apply. No ARTIST may appear in more than one Lecture/Demonstration on a performance day.

(v) Rehearsal will be permitted following matinees and Lecture/Demonstrations only if there has been a one and one-half (1-1/2) hour rest period from curtain down time prior to the commencement of such rehearsal unless it is mutually agreed by ARTISTS and EMPLOYER to have a shorter rest period.

(w) The EMPLOYER will make best efforts to schedule no more than three (3) workshops in one day.

24. POSTING OF REHEARSAL AND PERFORMANCE SCHEDULES

(a) A call board shall be provided in each place where rehearsals are regularly scheduled, and all notices concerning rehearsals shall be posted thereon.

(b) The EMPLOYER shall make best efforts to post a detailed rehearsal schedule indicating each ARTIST's schedule by 12 noon two (2) working days in advance of the rehearsal, but in any event not later than 12 noon one (1) working day in advance of the rehearsal.

(c) If the EMPLOYER does not abide by the foregoing (a) and (b) above, or any part thereof, the ARTIST shall be exonerated for any lateness or missing of rehearsals occasioned thereby

(d) The program of dance pieces, including casts, to be performed in the following week shall be posted on the bulletin board one (1) week in advance. Any change in casts following such posting shall be made by the EMPLOYER upon personal notification to each ARTIST involved twenty-four (24) hours in advance of performance, except in the case of emergency.

(e) The EMPLOYER shall have listed in the program distributed to the audience, or on a reader board in the main lobby, or have announced to the audience, the names of all ARTISTS who perform leading roles, as designated by the Artistic Director.

(f) In the event changes (other than corps dance roles) occur in the cast, a program insert or readerboard, or announcement (unless specifically not requested by the ARTIST) shall be made to the audience.

(g) The EMPLOYER shall use best efforts to notify the ARTISTS by telephone or in person within one-half (1/2) hour after curtain down on a performance day, Technical or Dress Rehearsal day and prior to 9:00 PM on a rehearsal day of any changes in the rehearsal schedule for the following day affecting the arrival time of the ARTIST. ARTISTS shall be exonerated for any lateness or missing rehearsals unless such notification shall occur.

(h) The EMPLOYER shall use best efforts to ensure that anyone designated as a performer or cover is notified of his or her part or cover designation during the first week of rehearsal of that dance piece.

25. GUARANTEED EMPLOYMENT

(a) Definition - The term "Guaranteed Employment", (and engagement on Guaranteed Employment Basis as used in Exhibit A hereto) shall mean

employment of the ARTIST by the EMPLOYER whereby the EMPLOYER guarantees not less than twenty-four (24) weeks of employment in any period of twelve (12) consecutive months in each year of this Agreement. It is further agreed that any ARTIST who was employed the previous year and has been re-engaged will be employed for at least the full guaranteed employment as stated herein, unless ARTIST agrees otherwise.

(b) Rehearsals in City of Origination - When all ARTISTS under Guaranteed Employment contracts have commenced rehearsals prior to the Fall season, any Rehearsal Weeks in the City of Origination at any time subsequent thereto shall include all ARTISTS engaged on a Guaranteed Employment Basis by the EMPLOYER who have already commenced rehearsals.

26. TRANSPORTATION - GENERAL PROVISIONS

(a) The EMPLOYER shall provide to the AGMA Delegate(s) in not less than thirty (30) days prior to departure a proposed itinerary, subject to change, of upcoming touring, which includes information concerning the proposed method of transportation to be used during the tour. Said itinerary will be provided promptly to all ARTISTS after it is finalized, but not later than seven (7) days preceding the first (1st) day of any tour. Itinerary changes, if any, will be given to the ARTISTS promptly upon their finalization.

(b) Whenever any ARTIST shall work for the EMPLOYER outside New York City, the EMPLOYER shall provide and pay for the transportation of such ARTIST from Ballet Hispanico's studios to such point or points.

(c) All travel time to and from required service locations beginning from and/or returning to Ballet Hispanico of New York studios will be included in counting the service hours in any day. In the event the first call of the day and/or dismissal at then end of the day is at a location other than Ballet Hispanico of New York studios but in the City of Origination, that travel time will not count toward the service hours.

(d) The EMPLOYER shall provide and pay for the transportation of one (1) piece of the ARTIST's personal baggage to such outside point or points and return to the City of Origination. Except in the case of negligence by the EMPLOYER, the carrier shall be liable for any loss to the ARTIST on account of loss or damage to such baggage (ordinary wear and tear excepted) while in transit if the ARTIST shall have provided a suitable container therefore and shall have kept the same locked when not in use, but not in excess of One Thousand Dollars (\$1,000.00) for each ARTIST, or the maximum provided for by the carrier at no additional cost to the EMPLOYER, whichever is greater. While on tour, whether inside or outside the United States, personal baggage must be available to the ARTIST on a reasonable basis.

(e) While on tour where the ARTISTS are required to perform or rehearse at a place further than one-half (1/2) mile from the site where the ARTISTS are quartered, transportation, excluding public transportation, to and from such place shall be provided for the ARTISTS and paid for by the EMPLOYER. If there are no eating accommodations available following a performance, the EMPLOYER shall transport ARTISTS to and from a restaurant or provide an alternate source of food.

(f) The EMPLOYER shall, upon presentation of a valid original receipt within ten (10) days of the date on which the expense was incurred, reimburse ARTISTS for taxi fare from Ballet Hispanico's studios or point of arrival to their homes on those dates when the ARTISTS return from tour and arrive at the studios after 11:00 PM. For tours of seven (7) or more days, the EMPLOYER will reimburse taxi fare from their homes to point of departure and return to their homes. The EMPLOYER may, at its discretion, require that up to four (4) ARTISTS share the same taxi. EMPLOYER will reimburse expenses for travel incurred for medical emergency trips due to illness or injury.

(g) If the ARTIST is scheduled for rehearsal outside the theater of performance, the EMPLOYER will schedule the ARTIST sufficient time to allow the ARTIST travel time to reach the theater of performance in addition to the time requirements of subparagraphs herein. In the event of inclement weather, or if the route between the hotel and the theater is mutually deemed by the AGMA Delegate(s) and the EMPLOYER to be unsafe, the EMPLOYER shall supply transportation to the hotel one-half (1/2) hour after Curtain Time. The ARTIST shall be available to depart on transportation provided by the EMPLOYER within one-half (1/2) hour after the curtain down time or the termination of other services.

(h) Travel between Midnight and 8:00 A.M.

Whenever transportation from city to city is scheduled to commence or to conclude between the hours of midnight and 8:00 A.M. the ARTIST shall receive additional compensation of the hourly Overtime Rate for each quarter hour or fraction thereof traveled. In addition to any overtime incurred while traveling after midnight, there must be an eight (8) hour rest period for sleeping, after arrival at destination, prior to any next call. EMPLOYER shall make best efforts not to schedule transportation between the hours of midnight and 9:00 A.M. on the morning following an evening performance.

AGMA agrees that it shall waive the provisions of this sub-paragraph (h) provided that the EMPLOYER submits to AGMA, two (2) weeks prior to any contemplated travel between midnight and 8:00 AM, appropriate evidence which proves that there is no available transport which complies with the travel provisions provided herein.

(i) It is agreed that on any and all modes of transportation, travel time will be considered ARTISTS' Rest Time as stated in Paragraph 15.(r). It is

understood that reasonable company business excluding artistic notes may be conducted for a period not to exceed one (1) hour.

(j) If an ARTIST under any type of employment contract is required to travel or be outside the City of Origination at any time during the week which is neither a Rehearsal Week nor a Performance Week, he shall be paid not less than the applicable per diem for each day (beginning at midnight and ending the following midnight) or part thereof, and EMPLOYER will provide and pay for hotel accommodations. Overseas and/or foreign per diem shall be negotiated and contracted on a separate Overseas Rider.

(k) The EMPLOYER will not be responsible for payment of overtime if the excess travel time was due to inclement weather, mechanical failure, or delay in departure or landing of the aircraft or other transportation over which the EMPLOYER has no control.

(l) A travel call may take place not earlier than 8:00 AM following any Free Day.

27. RAILROAD TRAVEL, CONDITIONS OF

(a) Individual Sleeping Berth to be provided - In the event that railroad transportation or any part thereof shall be scheduled between the hours of midnight and 8:00 A.M. and include at least two (2) hours within such period, the EMPLOYER shall provide an individual sleeping berth for the ARTISTS. Where the circumstances set forth in the preceding sentence do not occur, then the ARTIST shall receive the difference in money between the fare actually paid by the EMPLOYER for the ARTIST and the cost of such individual sleeping berth.

(b) Coach Seats - The EMPLOYER shall make every effort to assure each ARTIST regular seating facilities in any train where such transportation is by coach service.

28. BOAT TRAVEL, CONDITIONS OF

Where transportation can only be provided for by boat, the accommodations for the ARTIST shall be what is commonly termed "Tourist" passage or better. In the event that any boat does not have "Tourist" passage, the accommodations shall be such passage as is comparable to what is commonly termed "Tourist" passage or better.

29. BUS TRAVEL, CONDITIONS OF

(a) ARTISTS required to travel more than ten (10) hours in one (1) day shall be compensated at the Overtime Rate in one-quarter (1/4) hour segments. ARTISTS required to rehearse or perform any other service after the 8th hour on a

travel day shall be compensated at the Overtime Rate. Travel will be counted from baggage call to arrival location, such time to include lunch stops and rest stops. Baggage call may be prior to 8:00 AM without penalty. EMPLOYER will not be responsible for payment of overtime contained in this Paragraph if the excess travel time was due to inclement weather, mechanical failure or traffic accidents.

Notwithstanding any other provisions of this subsection, when an ARTIST is required to render service other than travel after the seventh (7th) hour on a travel day, when such service follows arrival at destination, the ARTIST shall be compensated at the Overtime Rate for any such service.

(b) Between arrival and the next scheduled required service, except when by mutual agreement between the EMPLOYER and the ARTIST this rest time is waived, there shall be a full three (3) hour rest period, however, in the last ninety (90) minutes class may take place. The first ninety (90) minutes shall not apply when the distance traveled is seventy-five (75) miles or less, or if the time traveled is one and one-half (1-1/2) hours or less. If the EMPLOYER shall violate the provisions in this paragraph, the EMPLOYER agrees to compensate each ARTIST at the hourly Overtime Rate for each hour or fraction thereof for each such violation.

(c) Proof of Insurance - The EMPLOYER shall contract with carrier companies that carry liability insurance on behalf of the passengers of a minimum of One Million (\$1,000,000.00) Dollars in the aggregate.

(d) Bus Standard - The EMPLOYER agrees that transportation by bus shall be by first-class bus, with heating and ventilating facilities in working order and with toilet facility when trip is scheduled to exceed one (1) hour. In the event that the bus used to commence a tour requires replacement because of an emergency, such replacement bus shall meet the same standards as to seating capacity, luggage facilities, ventilation and heating facilities as in the initial bus. Such replacement shall take place within no more than three (3) days from the date of the occurrence of the emergency. Where such replacement does not take place within the time specified above, the ARTISTS shall have the right to refuse to travel by bus. Where such replacement bus arrives within the time specified above, but is not up to the standards of the initial bus, the EMPLOYER shall have no more than three (3) days from the date of arrival to obtain another replacement. Where such second (2nd) replacement does not arrive within the time specified above, or it is not up to the standards of the initial bus, the ARTISTS shall have the right to refuse to travel by bus. The EMPLOYER will not be responsible for payment of the overtime travel penalty contained in this paragraph if the excess travel time is due to mechanical failure over which the EMPLOYER has no control.

(e) Where an ARTIST is required to travel by means of bus, the ARTIST will have a lunch stop of not less than thirty (30) minutes after approximately four (4) hours of travel and a rest stop after each period of approximately two (2) hours of travel of not less than fifteen (15) minutes unless it is

mutually agreed between ARTISTS and EMPLOYER to waive these times.

(f) Should the ARTISTS not receive a full one-half (1/2) hour lunch stop, ARTISTS shall be compensated at the Overtime Rate in 1/4 hour increments.

30. AIRPLANE TRAVEL, CONDITIONS OF

(a) In the event the EMPLOYER chooses to transport the ARTISTS by airplane, EMPLOYER will use charter flights and flights upon regularly scheduled airlines which are FAA and IATA approved.

(b) The EMPLOYER agrees that the written consent of each ARTIST shall be obtained for the use of airplane travel within the Standard Artist's Contract for Employment between the EMPLOYER and the ARTIST.

(c) The EMPLOYER agrees to obtain insurance on the life of each ARTIST in the amount of at least Fifty thousand (\$50,000.00) Dollars provided that such insurance is available at no cost to the EMPLOYER through American Express or other credit card used by the EMPLOYER. In such event the EMPLOYER will provide beneficiary cards at the beginning of each season.

(d) The EMPLOYER will provide and pay for transportation for the ARTISTS between airport terminals and the city destination. Should departure by airplane after 12:01 AM be delayed or canceled and no other departure is available before 7:00 AM, EMPLOYER will provide adequate accommodations for all ARTISTS in nearby hotels subject to availability.

(e) Air travel shall be timed from one (1) hour before scheduled time of flight departure until arrival at destination hotel or return to City of Origination. Baggage call may be prior to 8:00 AM without penalty.

(f) Between arrival and the next scheduled required service rehearsal, except when by mutual agreement between the EMPLOYER and the ARTISTS this rest time is waived, there shall be a full three (3) hour rest period, however, in the last ninety (90) minutes class may take place. The time off will be counted from the time of arrival at hotel. If the ARTIST is called upon to perform any services for the EMPLOYER during the established rest period following flight, the ARTIST shall be paid at one-quarter (1/4) the hourly Overtime Rate for each quarter-hour (1/4) or part thereof that the rest period is violated.

(g) ARTISTS required to travel more than eleven (11) hours in one (1) day shall be compensated at the Overtime Rate in one-quarter (1/4) hour segments. ARTISTS required to rehearse or perform any other service after the 8th hour on a travel day shall be compensated at the Overtime Rate.

Notwithstanding any other provisions of this subsection, when an

ARTIST is required to render service other than travel after the seventh (7th) hour on a travel day, when such service follows arrival at destination, the ARTIST shall be compensated at the Overtime Rate for any such service.

31. NON-CITIZENS

The following provisions shall apply only to non-citizens of the United States who have been in this country less than five (5) years or who have made application for United States citizenship. The EMPLOYER agrees that where the EMPLOYER enters into a contract with an ARTIST who is not a citizen of the United States and who has so warranted in his or her individual contract, then the EMPLOYER may exercise his or her right to suspend payment to the ARTIST of the ARTIST's compensation of a pro rata basis for each performance which the ARTIST is unable to fulfill due to the sole fact that the ARTIST is unable to leave the United States and perform in a foreign country because of his or her lack of citizenship. Where the EMPLOYER so exercises his or her right to suspend payment, then the EMPLOYER shall pay per diem to the ARTIST for each day payment is suspended.

32. COSTUMES, WIGS, SHOES AND MAKE-UP

(a) The EMPLOYER agrees to supply the ARTIST with all costumes, wigs, haircoloring, shoes, body make-up, and any special make-up and accessories for character roles, and all costume accessories (i.e., jewelry, fans, and so forth) prior to performances and rehearsals where required.

(b) Prior to the first scheduled performance of the contract year, all female ARTISTS shall be provided with the appropriate performance undergarments and all male ARTISTS with performance dance belts. ARTISTS (male and female) shall receive new performance tights as needed.

(c) All character shoes and boots provided to the ARTISTS by the EMPLOYER shall be comfortable and shall be properly repaired and fitted before any use, and ARTIST shall be expected to go to fittings for that purpose. All character shoes and boots shall be available to the ARTISTS not later than forty-eight (48) hours in advance of the final rehearsal, or forty-eight (48) hours in advance of the performance if they are a replacement pair of shoes.

(d) All ARTISTS' costumes will be distributed in dressing rooms both on tour or in City of Origination no later than by half-hour call, and a wardrobe person will collect each ARTIST'S costumes after the performance and return the costumes to be packed and stored. ARTISTS shall not be required to distribute or pack their own costumes at any time.

(e) The EMPLOYER agrees ARTIST'S costumes will be cleaned at the beginning of each season and after fifteen (15) wearings of each costume thereafter. The EMPLOYER agrees to launder all washable performance items (e.g.

tights, trunks, dance belts, unitards, etc.) after each performance whenever possible. ARTISTS will never be required to wear unlaundered tights and washable performance items of another ARTIST under any circumstances. Washable attached trunks of costume shall be laundered/hand-washed after each wearing when costume is shared. Dry-cleanable costumes shall be spot-cleaned in the groin/crotch and armpit areas after each wearing when costume is shared.

(f) The EMPLOYER shall supply each ARTIST with wigs, beards, hair pieces and/or costume jewelry that is required by the EMPLOYER to be worn by the ARTIST in any dance piece as well as socks necessitated by the costumes, which are to be distributed no later than one-quarter (1/4) hour prior to the performance.

(g) ARTIST, upon signing a Standard Artist's Contract for Employment, agrees to submit to EMPLOYER in writing their requirement for performance shoes, including size, and when necessary, brand and special order, and EMPLOYER agrees to place a requested order when necessary. ARTIST may change shoe order by resubmitting a written request to the EMPLOYER.

(h) Character skirts and props will be provided by the EMPLOYER for rehearsals as needed.

33. COSTUME FITTINGS

(a) EMPLOYER is hereby granted uncompensated time for costume fittings as follows:

2 hours of costume fittings for a new dance piece.

1 hour for any other dance piece.

per ARTIST which may be counted in fifteen (15) minute increments. Fittings, including any travel time, may only occur during work span or within the two (2) hour period immediately following the last rehearsal call of the day.

(b) The EMPLOYER agrees that any additional hours or fraction thereof spent by the ARTIST for costume fittings above those provided for in the preceding subparagraph shall be considered rehearsal time and compensated as provided in Paragraph 21.(b) or Paragraph 23.(o) of this Agreement. Costume fittings may be called, counted and compensated for in fifteen (15) minute increments.

(c) No costume fitting shall be permitted on a two (2) performance day, unless the ARTIST is compensated at the Overtime Rate with a one (1) hour minimum call guaranteed.

34. PUBLICITY

While ARTISTS are under contract all publicity is controlled by the EMPLOYER. ARTISTS shall cooperate by providing publicity information to the EMPLOYER. ARTISTS shall not communicate with the media about work related subject matter without coordinating with the EMPLOYER.

35. PHOTOGRAPHY

(a) No photo calls shall be permitted on a two (2) performance day, unless the ARTIST is compensated at the Overtime Rate with a one (1) hour minimum call guaranteed.

(b) One (1) day per contract year, during a five-(5-)day rehearsal week when the EMPLOYER requires the ARTIST to pose for photographs for the purpose of publicity, that day shall have a work span of no greater than eight (8) hours, including a one-(1-)hour Rest Time, make-up and waiting time, and shall be counted as a six (6) hour work day. In the event the EMPLOYER schedules a second "photography day" during either a rehearsal or performance week, the actual service time will be counted and paid for at the applicable rate.

(c) The ARTISTS acknowledge that the EMPLOYER will make a selection of ARTISTS' solo and duo photographs to be used for publicity purposes. The EMPLOYER acknowledges that in certain instances the ARTIST may deem certain photos inappropriate, and such photographs will not be used by the EMPLOYER. However, in the event that the ARTISTS' approval of photographs does not yield sufficient photographs to depict a dance or aspect of the EMPLOYER's offerings, after consideration of the ARTIST's selections, the EMPLOYER shall have final approval. In the event that ARTIST fails to make a selection of photographs, EMPLOYER shall consider all photographs approved without consent of the ARTIST.

(d) Photographs or other reproducible likenesses of ARTISTS paid for by the EMPLOYER may be used on promotional items offered for sale by the EMPLOYER to the public which promote the name of the EMPLOYER, the name of the ARTIST or the art form of dance. Such items or likenesses may not be licensed to third parties without written consent of ARTISTS.

(e) All ARTISTS shall have the right of approval of their biographical sketch used by the EMPLOYER in the EMPLOYER'S program.

(f) Unless ARTISTS are notified by the EMPLOYER, photographers will not be permitted on stage, in the wings or any corridors leading to the stage. This prohibition shall apply in all theaters where the ARTISTS perform and rehearse.

(g) The EMPLOYER agrees insofar as practicable to enter into an agreement with photographers regarding the taking of photographs of ARTISTS with the intent of protecting the rights of the EMPLOYER and the ARTISTS.

36. SOCIAL SECURITY, WORKER'S COMPENSATION INSURANCE
AND
UNEMPLOYMENT INSURANCE

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

(b) The EMPLOYER agrees to obtain coverage for all ARTISTS employed hereunder as required under the New York State Unemployment Insurance Law.

(c) The EMPLOYER agrees to cover all ARTISTS herein under the Social Security laws of the United States and to execute and file the necessary forms required to obtain such coverage and, thereafter, as required by the laws, to make the proper contributions under the terms of the laws.

(d) The contribution made by the EMPLOYER for Unemployment Insurance or Social Security tax purposes shall be based upon the compensation provided for in the Standard Artist's Contract for Employment or the actual gross compensation paid to the ARTIST, whichever shall be greater. No reference shall be made to amounts declared as exempt for Federal Income Tax Withholding purpose in determining what constitutes gross compensation for purposes of Unemployment Insurance and Social Security.

(e) The EMPLOYER shall disclose to AGMA evidence of the EMPLOYER'S compliance with the provisions of this paragraph.

37. AGMA RETIREMENT PLAN AND HEALTH FUND

The EMPLOYER agrees to be bound by the Agreement and Declaration of Trust establishing the AGMA Retirement Plan and Health Fund, including all the rules and regulations and any amendments and modifications thereto that may be adopted by their Trustees during the term of this Agreement as long as they [changes in rules and regulations and amendments] do not increase or modify the employers

obligation to the Fund.

(a) Retirement Plan

(1) The EMPLOYER acknowledges that this Agreement provides for a jointly administered labor-management Retirement Fund meeting the requirements of Section 302-C of the Labor Management Relations Act, as amended. The EMPLOYER agrees to execute the Agreement and Declaration of Trust establishing the Retirement Fund and to be bound by the Rules and Regulations established by the Trustees of said Retirement Fund now or hereafter adopted. It is expressly understood that the Retirement Fund will at all times be maintained as a tax exempt trust fund enabling the EMPLOYER to deduct his contributions to the Fund in accordance with the applicable provisions of the Internal Revenue Code.

(2) The EMPLOYER hereby agrees to contribute to the Retirement Fund 0.25% of actual weekly gross compensation as provided in the Basic Agreement for each ARTIST working under this Agreement effective August 1, 2000.

(b) Health (Medical Coverage)

The EMPLOYER acknowledges the existence of the AGMA Health Fund A and agrees to execute all documents relating to the EMPLOYER'S obligation under this Fund.

(c) EMPLOYER Contribution

(1) The EMPLOYER hereby agrees to contribute to the AGMA Health Fund A in monthly installments the full actual yearly cost of medical insurance coverage for each ARTIST employed on a yearly guaranteed contract. The EMPLOYER will not contribute to the AGMA Health Fund A for ARTISTS whose actual yearly employment by the EMPLOYER, starting with August 1st of any year is less than four (4) weeks.

(2) The EMPLOYER hereby agrees to contribute to the AGMA Health Fund A the full monthly cost of medical insurance coverage for each ARTIST engaged upon a weekly employment contract. If an ARTIST has been employed for not less than four (4) weeks beginning August 1 in any year and if an ARTIST is employed for not less than one (1) week in any calendar month, he shall be guaranteed full medical insurance coverage for the entire month.

(3) The EMPLOYER shall contribute twelve (12) months of medical insurance premiums for each ARTIST who elects coverage commencing with the first month of weekly or annually Guaranteed Employment. HOWEVER, if an ARTIST is released by his or her own written request; or if the ARTIST'S

contract is terminated for just cause, medical insurance premiums will terminate thereupon. In the event an ARTIST receives notice of non-reengagement, the EMPLOYER will continue coverage for said ARTIST for the balance of the current contract year.

(4) EMPLOYER will pay a sum of not less than:

2000/01	2001/02	2002/03	2003/04
\$425.00	\$450.00	\$475.00	\$475.00

to each ARTIST who has other coverage and elects not to be covered by the AGMA Plan A. Payment to be made in four quarter-annual installments, commencing at the conclusion of the ARTIST's first quarter of employment.

(c) Family Coverage

The EMPLOYER agrees to deduct the cost of Family Coverage from the compensation of any ARTIST described in subparagraph (c) above, who chooses to elect such additional dependent coverage. The EMPLOYER agrees to remit this payment to the AGMA Health Fund A along with the required EMPLOYER contributions on a monthly basis.

38. SICK LEAVE

(a) The EMPLOYER agrees that each ARTIST shall be entitled to sick leave (whether separate or partly or wholly continuous) with full pay for at least five (5) days during his/her first contract year of employment, and at least six (6) days during any subsequent contract year of employment. Commencing with the ARTIST's second year of employment, the ARTIST may use one (1) sick day as a personal leave day. ARTIST shall provide EMPLOYER with three (3) business days' prior written notice of any medical appointment or other personal leave excusal, except in the case of emergency. Unused sick days may be carried over into following contract years, up to a maximum accrual of twelve (12) days.

(b) In the event that the said ARTIST shall fail to appear for rehearsals or performances for a continuous period of five (5) working days owing to illness or injury, the EMPLOYER may have an examination by a doctor designated and paid by the EMPLOYER.

(c) Where the inability to perform is a result of pregnancy or child birth, the ARTIST shall be entitled to an unpaid leave of absence. ARTIST shall resume work without loss of seniority with Company not later than twelve (12) weeks after child birth. In addition, the EMPLOYER will continue Health Fund contributions for such ARTIST during the leave of absence. The ARTIST shall also receive the paid sick time in accordance with subparagraph 47(a).

39. FORCE MAJEURE

This Agreement and every contract entered into between the EMPLOYER and any ARTIST shall be deemed to contain the following provisions:

"It is agreed that if by reason of fire, accident, strike or collective refusal to work by members of any union employed by the Dance Company, riot, Act of God, epidemic, war, the public enemy, or for any other cause of the same general class, the EMPLOYER is unable to conduct, or shall find itself compelled to cancel its scheduled rehearsals or performances of any of them (the foregoing being referred to as a "condition of force majeure"), the EMPLOYER may notify the ARTIST thereof, in writing, and thereafter the 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. 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 EMPLOYER will pay for all services rendered prior to the aforesaid condition of force majeure and transportation back to the City of Origination. Whether or not the Standard Artist's Contract for Employment is terminated by either party, the EMPLOYER shall pay hotel and appropriate meal money for any day for which the ARTIST is employed outside the City of Origin and did not receive his or her individual contractual compensation, but for not more than the period of ten (10) days as set forth above."

40. FILMING, BROADCASTING, TELEVISION, ETC.

Except as provided herein the EMPLOYER shall not videotape, film, broadcast, record or televise, including marketing of video cassettes and/or in-theater closed circuit television, any performances, rehearsals, concerts or engagements in which the ARTIST appears by wire, wireless, radio, telephone wireless process or any motion picture, recording, mechanical, electrical or telephone device now in use or hereafter developed or any combination of such devices; AGMA, however shall consider the request of the EMPLOYER for a waiver of the foregoing provision, and the granting of such waiver shall not be unreasonably withheld. EMPLOYER agrees to notify ARTIST as soon as such waiver is granted by AGMA. Any and all films/videotapes made under this paragraph may not be used for commercial purposes, theatrical exhibition or any purpose other than specifically provided for herein, unless a waiver allowing such use is granted by AGMA, and in the event EMPLOYER violates this provision the ARTISTS shall be compensated at no less than the applicable SAG/AFTRA rates and conditions. Nothing herein shall operate to relieve the EMPLOYER of ultimate responsibility for the safe keeping of the tapes or films and for the proper use thereof as provided in this Agreement except as provided for in (a)(iv) below.

The foregoing notwithstanding, AGMA agrees that the EMPLOYER may.

(a) Make archival/study films under the following conditions:

(i) At least twenty-four (24) hours' advance written notice must be given to the ARTISTS prior to actual filming/taping of in-studio rehearsals.

(ii) When recording is done during a rehearsal or performance, no additional compensation will be paid to the ARTIST(S) except when overtime or other penalties are payable under provisions of this Agreement.

(iii) Study films may be used exclusively for the purpose of recreating, restaging, restudying and recording choreography, and are to be used strictly as a record by the EMPLOYER and the choreographer or his or her authorized stager only. ARTISTS' requests to review archival tapes shall not be unreasonably denied.

(iv) EMPLOYER shall make available to ARTIST through a check-in/out library system copies of performance and rehearsal videotapes. ARTIST shall use these videotapes for private study and rehearsal purposes only. ARTIST shall not make any copies of said tapes nor cause nor allow copies of said tapes to be made. ARTIST shall indemnify and hold EMPLOYER harmless for all damages caused by the ARTIST which EMPLOYER may incur from any unauthorized use by the ARTIST of said videotape while, or as a result of, said tape is or has been in the possession of ARTIST.

(b) Cause or allow a television news crew to film or tape a portion of a rehearsal or a performance for television news release under the following conditions:

(i) With the exception of "hard news" which cannot be scheduled, the ARTIST's prior written consent must be filed at the AGMA office prior to any filming or taping and such consent shall not be unreasonably withheld.

(ii) At least twenty-four (24) hours' advance written notice must be given to the ARTISTS prior to actual filming/taping.

(iii) News media video tapes may be created and broadcast on news programs, including magazine-type and entertainment programs, news documentaries and the like, provided that the total air time does not exceed thirty (30) minutes and no ballet is broadcast in its entirety. The EMPLOYER may request and AGMA will not unreasonably withhold or deny, a waiver of the foregoing provisions for specific projects. EMPLOYER may use copies of such videotapes for promotional purposes.

(iv) Except as provided for in Paragraph 16. of this Agreement (for overtime/premium situations defined elsewhere in this Agreement) no premium payments for the ARTISTS shall be required provided no premium payments are made to any other personnel employed by the EMPLOYER during the production of this videotape.

(c) Create, distribute, play and broadcast or allow the creation, distribution, playing and/or broadcast of videotapes promoting the EMPLOYER and the EMPLOYER'S performances under the following conditions:

(i) The ARTIST's prior written consent must be filed at the AGMA office one (1) week prior to any filming or taping and such consent shall not be unreasonably withheld.

(ii) At least twenty-four (24) hours' advance written notice must be given to the ARTISTS prior to actual filming/taping.

(iii) Videotaping for promotional tapes may take place during a regular rehearsal, performance or a call specifically for the purposes of such taping. All time involved in such taping shall be considered "called time" and the provisions of this Agreement relative to rehearsal/performance conditions, hours available and rest breaks shall apply.

(iv) Promotional videotapes of not more than fifteen (15) minutes may be distributed, played and broadcast without restriction providing no ballet is shown in its entirety. The EMPLOYER may request and AGMA will not unreasonably withhold or deny a waiver of the foregoing provision for specific projects.

(v) Except as provided for in Paragraph 16. of this Agreement (for overtime/premium situations defined elsewhere in this Agreement) no premium payments for the ARTISTS shall be required provided no premium payments are made to any other personnel employed by the EMPLOYER during the production of this videotape.

(d) Transmit, or allow to be transmitted, the performance in real time via closed circuit television only to various locations in the theater where the performance is occurring for purposes such as allowing "latecomers" to view the performance until they can be seated and for cueing. [See first unlettered paragraph in this Paragraph 40.]

41. PARTIES BOUND BY THE AGREEMENT

This Agreement shall be known as the Basic Agreement and shall, subject to the approval of AGMA which approval shall not be unreasonably withheld, be

binding upon and shall inure to the benefit of the signatories hereto and all parties who by reason of merger, consolidation, reorganization, sales, assignments, transfer or the like shall succeed to or be entitled to a substantial part of the business of any signatory, and the EMPLOYER agrees that its signature to this Agreement shall likewise bind any and all subsidiary or affiliated professional dance companies.

42. ARBITRATION OF STANDARD ARTISTS' AGREEMENT

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

"In the event that a dispute arises during the term of this Agreement regarding the interpretation or enforcement of any sections of this Agreement, either party may file a written grievance within fourteen (14) calendar days after the date on which the aggrieved party may be reasonably presumed to have knowledge or notice of the event or occurrence giving rise to the dispute. A grievance by the Union or a member of the Union must be addressed in writing to the EMPLOYER'S Company Manager or appropriate management representative(s). Within fourteen (14) calendar days of the filing of the grievance, the Company Manager and/or appropriate management representative(s) shall meet with the designated union representative(s) or local ARTISTS' committee, in an attempt to resolve the grievance. Within fourteen (14) calendar days after the grievance meeting, the responding party will deliver to the grieving party its written response to the meeting. If the dispute is not resolved by said written response, either party may give written notification no later than thirty (30) calendar days thereafter of its intent to arbitrate before an impartial arbitrator selected under the rules and procedures of the American Arbitration Association ("AAA"). An arbitration shall be held under the Voluntary Rules of Labor Arbitration of the AAA on a date agreed to by the parties at a mutually acceptable location. The sole function of the arbitrator shall be to interpret the express provisions of this Agreement and apply them to the facts of the dispute or grievance. The arbitrator shall have no power to change, amend, modify add to or otherwise alter this Agreement. The time limitations expressed in this procedure shall be strictly enforced. The fees of the arbitrator shall be shared equally by the parties. Notwithstanding the previous sentence, if the arbitrator finds, after notice to the parties, that the demand for arbitration or a party's position in the arbitration is either not well grounded in fact, or not warranted by existing law or by a good faith argument for the extension, modification or reversal of existing law, or interposed for any improper purpose such as to harass or to cause unnecessary delay or expense, then the arbitrator may, as a sanction, require that party to pay all or part of the other party's cost of the arbitration, including a reasonable attorney's fee."

43. ARBITRATION OF THE BASIC AGREEMENT

Any controversy or claim arising out of or relating to this contract or breach

or interpretation thereof shall be settled exclusively by the grievance and arbitration procedure set forth in the quoted portions of Paragraph 42. All arbitrations between the EMPLOYER and any ARTIST and/or between the EMPLOYER and AGMA shall take place in the EMPLOYER'S City of Origination.

44. NOTICES

All notices provided herein are to be given to the ARTIST personally in writing or, if not feasible or practical, by mail or overnight carrier, at last known address or in care of AGMA.

45. EXPIRATION

The term of this Agreement shall commence on August 1, 2000, and shall terminate on July 31, 2004, provided that all contracts with ARTISTS which expire after that date shall be deemed subject to such new Agreement as may be entered into between AGMA and the EMPLOYER for the next or succeeding season.

46. AUTHORITY OF SIGNATORIES

The signatories to this Agreement hereby warrant and represent that he or she has the requisite authority as an agent and representative of the EMPLOYER, and AGMA, respectively, to sign this Agreement on behalf of, and to bind, the EMPLOYER and AGMA.

47. SEPARABILITY

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

48. NO WAIVER OF RIGHTS

Failure of AGMA, the ARTIST, or the EMPLOYER to insist upon the strict enforcement of any of the provisions of this Agreement shall not be deemed a waiver of any rights or remedies that AGMA may have and shall not be deemed a waiver of any subsequent breach or default on the part of the EMPLOYER, the ARTIST, or AGMA.

49. GOVERNING LAW

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

State of New York.

50. DISCRIMINATION FORBIDDEN

All terms and conditions of employment included in this Agreement and membership and participation in AGMA shall be administered and applied without regard to race, sex, sexual preference, creed, religion, disability and/or national origin except where bona fide occupational qualifications may, as recognized by the law of the jurisdiction, be shown to exist. The EMPLOYER shall not unlawfully discriminate against any ARTIST because of his or her activities on behalf of AGMA.

51. SEGREGATION

No ARTIST will be required to appear in any theatre or place of performance where discrimination is practiced because of race, color, creed, sexual preference or national origin against any: (i) ARTIST or (ii) patron, as to admission or seating arrangement.

52. ABSENCE OF MANAGER

In the absence of the General Manager and/or Company Manager on tour, the EMPLOYER will designate an individual who will be responsible for carrying out the duties to be performed by management.

53. SAFEKEEPING OF VALUABLES

The EMPLOYER shall provide a valuables bag to be kept by a responsible staff member of the company for storing of ARTISTS' money and other valuables during all performances and Technical and/or Dress Rehearsals. The EMPLOYER will not, however, assume liability for items placed in the strong box for safekeeping, and ARTISTS shall be responsible for retrieving money and other valuables.

54. UNSAFE THEATERS AND DANCE FLOORS

(a) ARTIST will not be requested or required to rehearse or perform in any theater or other facility which is unsafe or unsanitary.

(b) ARTISTS shall not be required to rehearse or to perform on any concrete or marble floors or upon any other inflexible, irregular or substandard floor surface which is considered unsafe or injurious to the ARTISTS, as determined by a representative of the ARTISTS and a member of the artistic staff.

(c) In the event any ARTIST(S) is required to perform on a substandard floor, an alternate version of the choreography which is less physically

demanding will be performed to ensure the safety of the ARTIST(S).

55. LOCKOUTS AND STRIKES

During the term of this Agreement there shall be no lockouts and no strikes.

56. COMPLIMENTARY TICKETS

EMPLOYER will make best efforts to supply each ARTIST with one (1) pair of complimentary tickets for each local series of performances when tickets are available.

57. INDEMNIFICATION

The EMPLOYER retains the responsibility to provide a safe and healthful workplace, and is exclusively liable under its Workers' Compensation Insurance Policy and indemnifies and holds AGMA harmless in the event of job-related injuries, illnesses or deaths which come thereunder.

58. STUDENT POLICY

The following performers are excluded from this Agreement to the extent that they are used in the existing repertory of the EMPLOYER or may be used in a comparable manner in the future repertory of the EMPLOYER:

(1) Any student under the age of 18 who is enrolled in the Ballet Hispanico School of Dance.

(2) Any student enrolled in an institution of higher education, who is prevented by his or her class schedule from full participation in the work of company.

(3) Any performer outside of the City of Origination who is performing a role created for a student or non-company member.

(4) Students will be used only to augment the Company and will not reduce the strength of the Company.

(5) In the event a Student tours with the Company all touring terms and conditions will apply.

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

AMERICAN GUILD OF MUSICAL ARTISTS
NEW YORK
MUSICAL ARTISTS

BALLET HISPANICO OF

By: _____

By:

Linda Mays, President
Executive Director

Verdery Roosevelt,

IN THE PRESENCE OF:

IN THE PRESENCE OF:

EXHIBIT "1"

AGMA REGULATIONS FOR SAFETY WITH SWORDS AND/OR PROPS AS WEAPONS

For the purposes of this Agreement all props used as weapons, including but not limited to swords, sharp implements, knives, poles or any other like instrument, shall be referred to as weapons.

The EMPLOYER agrees that whenever a production requires the use of weapons, the following regulations shall apply.

1. The EMPLOYER shall engage an Fight Director/Expert who shall be thoroughly familiar with the proper use and maintenance of the weapons required in the production. The Fight Director/Expert will be engaged during the rehearsal process to work with the ARTIST(S) and Covers in collaboration with the Choreographer or Stager. Instruction in the proper and safe use of the weapons shall be a prerequisite prior to the issuance of any weapon to any ARTIST for any rehearsal or performance. Where a question of safety exists in the opinion of the Fight Director/Expert, the Choreographer or Stager may not overrule the Fight Director/Expert's expert judgment.

2. No ARTIST shall be required or permitted to handle any weapon in either rehearsal or performance until the ARTIST feels confident that he or she has received adequate instructions.

3. All weapons shall be in the possession of the Stage Manager/Property Master when not actually in use during rehearsal or performance.

4. It is agreed that at the commencement of each rehearsal involving weapons, performance tempos shall be modified to facilitate a proper

warm-up and orientation prior to rehearsing at a performance-level tempo.

5. All weapons will be thoroughly inspected, cleaned and inventoried by the Stage Manager/Property Master at the end of each rehearsal and performance.

6. At the conclusion of the weapon scene all weapons shall be returned to the Stage Manager/Property Master and stored for safe-keeping.

7. The Fight Director/Expert must hold current certification from the Society of American Fight Directors or have other professional experience or training which qualifies him or her to provide appropriate instruction.

EXHIBIT B RELEASE AGREEMENT

AGREEMENT between {Artist Name} and {Company} dated this ____ day of _____, 200__.

It is mutually agreed that Artistic Director, {Name} has given {Artist} permission to perform the following engagement outside his/her Standard Artist's Contract for Employment with the Company: {date, time, place and brief description of engagement}.

{Artist} is hereby released from the exclusivity provisions of his/her Standard Artist's Contract for Employment solely to the extent necessary to permit ARTIST to perform the above engagement. {ARTIST} acknowledges that while performing the above engagement, he/she will not be covered by Company's Worker's Compensation Plan.

{ARTIST} is also hereby excused from any services that may be required of him/her between {date, time} to {date, time} under his/her Standard Artist's Contract for Employment with Ballet Hispanico. {ARTIST} understands and agrees, however, that he/she will not be compensated for the period of services missed, and that he/she shall return to work for the next scheduled service after such period.

{ Company } will be given appropriate credit in all publicity and program copy as follows:

"{Artist} appears through the courtesy of Ballet Hispanico of New York."

{Signature Company official}

{Signature of ARTIST}

{Name and Title}

WORKER'S COMPENSATION ACKNOWLEDGMENT:

"I {the ARTIST} have accepted the following engagement outside my Standard Artist's Contract for Employment with {Name of EMPLOYER}: {date, time, place, and brief description of engagement}. I understand that I will not be covered by EMPLOYER'S Worker's Compensation Plan during that time. I agree to make every reasonable effort to assure that the place of employment is safe and usable for performing. I agree to make every reasonable effort to assure that I will be covered by the presenter's Worker's Compensation Insurance or insurance of similar coverage."

{Signature of Artist}

Date: _____

S U P P L E M E N T

STANDARD ARTIST'S CONTRACT FOR EMPLOYMENT (DANCERS)

EXHIBIT "A"

In sections 5. and 6. it is understood that the reference to "Rules and Regulations" and "AGMA rules" shall mean AGMA'S AGREEMENT, CONSTITUTION AND BY-LAWS.

In the event there is a conflict between Section 7. and the Basic Agreement, the Basic Agreement will supersede the Standard Artist's Contract for Employment.

Section 8. may be crossed out by both the EMPLOYER and the ARTIST and initialed by both parties.

"Schedule A" of the Standard Artist's Contract for Employment will carry the statement: "At the EMPLOYER's request the ARTIST agrees to air travel."

