

Metadata header

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IDnum 219 **Language** English **Country** United States **State** NY

Union AGMA (American Guild Musical Artists)

Local

Occupations Represented
Dancers and choreographers

Bargaining Agency Ballet Tech Foundation, Inc.

Agency industrial classification (NAICS):

71 (Arts, Entertainment, and Recreation)

BeginYear 1999 **EndYear**

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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 July, 1999, 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 Tech Foundation, Inc., a corporation organized under the laws of the State of New York, having its principal place of business at 890 Broadway New York, NY 10003, (hereinafter called "EMPLOYER").

W I T N E S S E T H:

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 Dancers, and Apprentices (all herein referred to collectively as "ARTIST") employed by the EMPLOYER. The EMPLOYER agrees that AGMA represents, for all collective bargaining purposes, 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, or by an affiliate, subsidiary or the like of the EMPLOYER, directly or indirectly, or through agents/managers or independent contractors, notwithstanding anything herein to the contrary. Whenever there shall be used in this agreement any phrase of a more restricted meaning, such as, for example, "ARTISTS employed by the EMPLOYER" such phrase shall be deemed to mean "ALL ARTISTS employed or otherwise engaged by the EMPLOYER, or by an affiliate or subsidiary of the EMPLOYER, directly or indirectly, or through agents/managers or independent contractors".

EMPLOYER retains all rights except as those rights are limited by the express and specific language of the subsequent 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 the determination of role assignments and rehearsal requirements, except as expressly and specifically required in this Agreement.

3. MEMBERSHIP IN AGMA

(a) Until and unless the union security provisions of the Labor Management Relations Act, 1947, as amended, are repealed or amended so as to permit a stricter union security clause, the following provisions shall apply:

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 In the event said Act is repealed or amended as to permit a stricter union security clause the above provision shall be deemed amended accordingly.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

(b) AGMA agrees that it is and will continue to be an open union and will keep its membership rolls open and will admit to membership all ARTISTS engaged by the 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) EMPLOYER in its sole discretion may elect to bring formal written charges against AGMA member(s) for action by the AGMA Board of Governors or to arbitration, but not both. When requested by EMPLOYER, AGMA agrees to consider and act upon any such charges and shall conduct a hearing when warranted in accordance with the AGMA Constitution and By-Laws.

(e) AGMA acknowledges the right of the EMPLOYER to manage the Company.

4. DEDUCTIONS

(a) The EMPLOYER shall deduct all Social Security, Withholding Taxes, Disability Insurance and other Taxes, required by law, to be paid by the EMPLOYER for his Employees. (All ARTISTS engaged by the EMPLOYER covered by this Agreement are considered Employees within the meaning of the 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 following the date of the filing of his or her said written assignment, and such deductions shall continue thereafter with respect to each and every subsequent wage payment to be made to each such ARTIST during the effective term of said written assignment.

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, 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.

At the time of such remittance, and together therewith, the EMPLOYER shall also furnish to AGMA a record (form supplied by AGMA) certifying the names, Social Security numbers and total wage and deductions 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.

The EMPLOYER agrees that a special written assignment in the following form, which may be contained in the Standard Artist's Contract for Employment with the EMPLOYER, will be acceptable for the purpose of this Paragraph:

"The actual compensation of the ARTIST shall be set forth herein, and there shall be no remissions, rebates, discounts, booking fees, commissions or other payments or deductions whatsoever from the ARTIST's compensation except such taxes or withholdings as are required by statute, and except further that the ARTIST hereby assigns to AGMA from any compensation to be earned in connection with this Contract such amounts for dues, initiation fees, and assessments certified by AGMA as due and authorizes and directs the deduction of such amounts from the ARTIST's compensation and the remission of same to AGMA. This assignment, authorization, and direction covers all compensation earned as a result of employment under this Contract (regardless of how characterized or when paid). This assignment, authorization and direction shall remain in effect and be irrevocable, and shall be continued automatically, unless the ARTIST revokes it by giving written notice to the EMPLOYER and AGMA by registered mail not more than 30 days and not less than 15 days prior to the expiration of each successive one-year period or of each successive Collective Bargaining Agreement, whichever occurs sooner. Such revocation shall become effective the first day of the calendar month following its receipt."

In addition to the above the EMPLOYER may deduct hotel charges and dependent medical coverage from ARTIST's compensation.

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

5. ADMITTANCE OF AGMA REPRESENTATIVE ON EMPLOYER'S PREMISES

Any officer or other duly authorized representative of AGMA shall be admitted to the premises of the EMPLOYER, or such other place where the Company is working. AGMA will endeavor to give prior notice as much as possible, and the EMPLOYER agrees to cooperate with such representative in dealing with all matters pertaining to the official business of AGMA.

6. INDIVIDUAL EMPLOYMENT 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 initial employment year. 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 Retirement 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 are 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. A schedule of rules and regulations, as approved by AGMA, may be attached to the Standard Artist's Contract for Employment.

(c) ARTISTS shall be employed on a Weekly Basis, on a Performance Basis or on a Guaranteed Employment Basis on the terms and at not less than the minimum compensation hereinafter set forth. As to those ARTISTS who accept such a Guaranteed Employment contract, the EMPLOYER may not substitute payment for rehearsal weeks for payment of guaranteed performance weeks, if the weekly compensation of the ARTIST is not the same in all employment weeks. This provision shall become effective upon the commencement of a Standard Artist's Contract for Employment during the term of this Agreement.

(d) As long as annual guaranteed employment weeks are met on an individual basis, the EMPLOYER may, in its best judgment, determine the total

number of ARTISTS it employs at any point during such contract year.

(e) 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 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. There will be a 3-month notice to the ARTIST of the possibility of the option.

(f) All ARTISTS employed shall be notified of re-engagement, by written notification by May 15th each year, with a two (2) week period from the date of notification granted to respond to the EMPLOYER to discuss terms of the contract. The contract offer will be considered to be withdrawn unless the ARTIST has accepted the EMPLOYER's offer by the end of the two (2) week period.

(g) ARTISTS shall not have the right to refuse to appear in any dancing role as assigned by the Artistic Director.

(h) AGMA agrees that all ARTISTS have the obligation to fulfill his/her Standard Artist's Contract for Employment. AGMA acknowledges that EMPLOYER has the right to pursue all disciplinary avenues available to the EMPLOYER in instances in which an ARTIST willfully chooses to default on the Standard Artist's Contract for Employment. These avenues include but are not limited to recourse to AGMA for institution of disciplinary proceedings in accordance with its Constitution and By-laws.

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. LOWERING OF MINIMUMS AND WAIVERS PROHIBITED

Except as otherwise specifically provided in Paragraphs 14(t) and 15(c)(2) hereof, 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 unless such agreement or contract is in writing and approved by AGMA in writing.

9. AGMA COMMITTEE

A Committee shall be established 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 representatives of the ARTISTS, representatives of the EMPLOYER, and an officer or representative of AGMA, when requested.

(b) Committee meetings are to be scheduled either upon request of the EMPLOYER, ARTISTS or AGMA, and such meetings shall not be counted as rehearsal time. Issues brought to the Committee shall have been fully investigated by the appropriate Delegates 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.

(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 on the first day of the rehearsal period, in order that AGMA members can elect a Delegate and a Committee and acquaint the members with the provisions of this Agreement. This one (1) hour is not to be included in compensated rehearsal/performance time.

10. 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. The EMPLOYER shall be responsible for enforcing compliance with the preceding sentence. Within ten-(10)-days after notice is given by AGMA to the EMPLOYER of any violation of this paragraph, the EMPLOYER shall correct such violation. If the EMPLOYER shall fail to correct such violation within such time, then the EMPLOYER shall be deemed to have committed a material and substantial breach of this contract.

(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.

11. PAYMENT OF SALARIES

The EMPLOYER agrees that all ARTISTS, except ARTISTS engaged for single performance, shall with best efforts be paid by cash or check not later than 12:00 noon on Thursday of each week of employment. ARTISTS who are engaged on a single performance basis shall be paid by cash or check immediately preceding the commencement of each individual performance for which they have been engaged. 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.

AGMA agrees to a bi-weekly payroll if the ARTISTS are to be paid one (1) week in advance of the beginning of the employment period.

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

12. 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 contract with the EMPLOYER. 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 contracted salary out of the security deposit put up with AGMA by the EMPLOYER. AGMA shall notify the EMPLOYER of its intention to so pay the ARTIST; and if the EMPLOYER fails to institute an arbitration proceeding within two (2) weeks, AGMA will proceed to commence payment to the ARTIST. The EMPLOYER agrees to replenish the security deposit upon receipt of a request from AGMA to replenish the security deposit. Acceptance by the ARTIST of his salary out of the security deposit shall be a waiver on his part of his right to terminate his contract with the EMPLOYER.

13. SECURITY DEPOSIT/BOND

(a) At least one (1) week before the commencement of any rehearsal, engagement, series of engagements or tour within or without the United States of America, or at least one (1) week before the ARTIST commences to travel in

pursuance of any engagements, series of engagements or tour within or without the United States of America, whichever is earlier, the EMPLOYER shall deposit with AGMA, at 1727 Broadway (at 55th Street), New York, New York 10019-5284, cash, certified check, savings account passbook, assigned CD, irrevocable assigned letter of credit, or other acceptable liquid financial instruments assigned to American Guild of Musical Artists, Inc. for the benefit of the ARTISTS which shall be satisfactory to AGMA. AGMA shall be the sole judge as to whether the form, financial responsibility and amount of such cash, certified check, savings account passbook, assigned CD, irrevocable letter of credit, or other acceptable liquid financial instruments assigned to the American Guild of Musical Artists, Inc., is satisfactory, and the EMPLOYER shall not be deemed to have performed its obligation under this Agreement until the same has been approved by AGMA. AGMA agrees that the security bond for EMPLOYER will be limited to one (1) week's salary for the members of the company.

(b) Proof of the placing of the security bond with AGMA will be posted on the company bulletin board not later than the first (1st) day of each employment period.

(c) No ARTIST shall leave the city of origination for work outside said city unless the EMPLOYER, prior to the ARTIST'S departure therefrom, has provided and paid for his transportation and his baggage in accordance with the foregoing provisions, including return transportation back to the city of origination. AGMA shall have the right to require the EMPLOYER to post such bond or bonds or such other security, including money, and in such amount as in its sole discretion AGMA deems necessary to insure the safe transportation and return of the ARTIST. AGMA reserves the right to set up other terms and conditions for granting permission to the EMPLOYER to take any ARTISTS for an engagement, series of engagements or tours outside of the United States of America, as provided in the standard Overseas Rider attached hereto. All other foreign travel per diem shall be separately negotiated in the standard Overseas Rider.

14. DEFINITIONS

Whenever used in this Agreement, unless otherwise provided:

(a) Apprentice - Any student of the Ballet Tech School appearing, in any individual season in the City of Origination in five (5) or more ballets or, on any individual tour in two (2) or more ballets shall be offered a Standard Artist's Contract for Employment as Apprentice for the performance weeks during the applicable season,, except that no student shall be an Apprentice solely because of appearances in Kids Dance, or Kids Dance repertory, or similar student performances. Except as otherwise provided in this Paragraph 14(a), all terms and conditions of this Agreement shall apply to Apprentices:

(1) EMPLOYER is not required to guarantee to any Apprentice any minimum number of weeks of work;

(2) Until such time as a student has completed the twelfth grade and, therefore, is available for full time work, EMPLOYER shall not be obligated to offer the student a union contract except as outlined above for performance seasons. On completion of the twelfth grade, subject to the ARTIST's availability for full-time employment, the ARTIST shall either be offered no less than a contract as a first year corps member or released from Ballet Tech.

(3) 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 42.(b) shall not be paid by EMPLOYER;

(4) In any particular season or tour, there may be no more than one AGMA Apprentice for every one AGMA ARTIST (at the rank of Corps or Principal) employed by the EMPLOYER.

(b) Artistic Emergency Rehearsal - In addition to any emergency rehearsal due to the sickness or injury of any ARTIST, the ARTIST may be retained for emergency rehearsal due to an artistic emergency if the lack of such rehearsal would endanger the artistic standards of a work being presented. Any ARTIST called for such a rehearsal shall be compensated at the prevailing rehearsal rate plus Five (\$5.00) Dollars per hour or fraction hereof.

(c) Back-to-Back Lecture/Demonstration - A Back-to-Back Lecture/Demonstration shall consist of two Lecture/Demonstrations, each not to exceed fifty (50) minutes in length, performed in the same location for two different audiences within a two (2) hours and forty-five (45) minutes 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, 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 seven (7) minutes past advertised Curtain Time or the beginning of the music of the first (1st) dance piece whichever occurs first.

(f) Dress Rehearsal - The term "Dress 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 utilized;
- 4) May include an invited, non-paying audience;
- 5) No printed program or announcement stating cast or program credits.

(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 when such emergency rehearsal is posted by the EMPLOYER not more than twenty-four (24) hours after the EMPLOYER learns of the emergency or when the EMPLOYER can submit proof to the AGMA delegates that the rehearsal could not have been scheduled at any other time. In any case, the ARTIST called for Emergency Rehearsals will receive the prevailing rate.

(h) Extraordinary Risk - If no proper precautions are taken the following could constitute "Extraordinary Risk":

- (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) handling fire or performing near or around fire;
- (5) any other form of high risk feat endangering ARTIST(S) to injury as mutually determined by a local AGMA Committee and the EMPLOYER prior to the first performance.
- (6) the use of sharp weapons, swords and or other props used as weapons.

Therefore, no apparatus will be utilized in the studio or on stage unless performance secure and thoroughly pretested in a manner which accurately simulates full weight load and distribution of the ARTIST(s) on or use by the ARTIST(s) of the apparatus.

(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, rehearse, perform, or execute any service or obligation whatsoever for the EMPLOYER. The

Free Day shall not be interrupted by photo calls, costume fittings, or any other service, nor shall any individual volunteer such service without prior written consent from AGMA. During performance weeks the Free Day shall commence no later than midnight and end no earlier than 8:00 AM the second following day, except that away from the City of Origination no more than every third Free Day in a tour of three (3) weeks or more may be a "24-hour Free Day" if scheduling such a "24-hour Free Day" is, in EMPLOYER's sole and good faith judgment, necessary to make the particular tour booking feasible. On the day following any "24-hour Free Day, there will be no rehearsal of work not in the repertory of the tour. A "24-hour Free Day" may not be scheduled at either the beginning or end of a fourteen day span between Free Days.

(j) Free Day Rate – The “Free Day Rate” is two (2) times the ARTIST’s Hourly Rate. ARTISTS scheduled on a Free Day will receive a minimum of one (1) hour of compensation and compensation will be in one-half (1/2) hour increments beyond the first hour.

(k) Hourly Rate – The Hourly Rate is the ARTIST’s minimum weekly compensation divided by thirty (30).

(l) Lecture/Demonstration - An activity not to exceed fifty (50) minutes in duration for the purpose of conveying the art form to a new audience consisting of but not limited to students, teachers, and other interested persons.

(m) Master Class - A teaching activity for non-company members within the profession for the purpose of giving instruction and criticism. [See 15.(b)(12) for compensation of Master Classes.]

(n) Nutcracker Pro Rata - For additional performances of Nutcracker on tour and in the City of Origination it is agreed that the ARTISTS will receive a per performance pro rata of one-seventh (1/7) of weekly compensation.

(o) Overtime Rate - The "Overtime Rate" is the ARTIST’s minimum weekly compensation divided by thirty (30) times one and one-half. Tabulation of overtime must be submitted by the ARTIST to the EMPLOYER within one (1) week.

(p) Penalty Rate - The "Penalty Rate" is the ARTIST’s minimum weekly compensation divided by thirty (30) times one and three quarters (1-3/4).

(q) Performance - The term "Performance" shall mean an appearance which counts as three (3) hours and includes all of 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) There is a paying audience;
- 4) The program presented is a full performance.

(r) Performance Week - The term "Performance Week" shall mean a week commencing on Monday and ending on Sunday, during which at least one (1) performance is given. If a contract begins on any day other than Monday, the ARTIST shall be paid on a pro rata basis of one-sixth (1/6th) of his agreed-upon weekly salary for all days preceding the beginning of the week. Two (2) Lecture/Demonstrations do not convert a Rehearsal Week to a Performance Week.

(s) Principal Artist shall be defined as an ARTIST who has been so designated by the EMPLOYER in the Standard Artist's Contract for Employment

(t) Rehearsal Week - each rehearsal week shall have five and one-half (5-1/2) days, with the half day scheduled on Saturday ending at 3:00 pm. Rehearsals on Monday, Tuesday, Wednesday, and Thursday shall be five and one-half (5-1/2) hours in length and Friday rehearsals shall not exceed five (5) hours in length. AGMA will permit a three and one-half (3-1/2) hour call on five and one-half (5-1/2) hour rehearsal days, if necessary. ARTIST will receive a minimum of three (3) Saturdays off, individually computed, per contract year. Unless otherwise agreed by ARTISTS, notification of a Saturday off shall be given not later than ten (10) days prior to the Saturday off, or, when a new ballet is being choreographed, not later than the Wednesday before the Saturday off. In addition to the regular minimum three (3) Saturdays off, ARTISTS shall receive an additional two (2) Saturdays off, provided that EMPLOYER shall be entitled to up to six (6) hours of uncompensated dress or tech rehearsal time during technical rehearsals in Performance Weeks in the City of Origination, to be scheduled no more than two hours in any single week and/or uncompensated costume fitting time in addition to rehearsal or costume fitting time provided for elsewhere in this Agreement.

(u) Residency - A residency engagement shall be defined as an engagement that includes at least one presentation of two (2) or more of the following types of events, to be presented within a salaried week: (1) Performance; (2) Master Class; (3) Lecture/Demonstration.

(v) Rest Time - Rest Time shall be defined as a span of time in which no ARTISTS activity such as class, warm up, photo calls or travel may be scheduled. Rest Time is understood to mean: Off-span (12 or 13) hours, the fourth-and-a-half consecutive work hour, break period after travel, time between matinee and evening performances, Free Day, half-hour call prior to Performance and the time between the end of rehearsal and the beginning of Performance.

(w) 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, the EMPLOYER shall compensate the ARTIST with the appropriate meal allowance. EMPLOYER will provide transportation to and from such performance

or an equivalent allowance for transportation.

(x) Spill-Over Rehearsals - The term Spill-Over Rehearsal shall mean the extension of a rehearsal which may not go beyond 1 hour in length and must be a continuation of the prior rehearsal scheduled.

(y) Travel Overtime - The "Travel Overtime Rate" is the ARTIST's Hourly Rate payable in one-half (1/2) hour increments. If a company member does not travel with the company on a "run-out", but uses another form of transportation, ARTIST shall receive any travel overtime received by the other company members.

15. COMPENSATION

(a) (1) Minimum Compensation - Rehearsal/Performance Weeks

	<u>7/1/99-6/30/00</u>	<u>7/1/00-6/30/01</u>	<u>7/1/01-6/30/02</u>
Apprentice	\$282.50	\$292.50	\$302.50
Corps Year 1	540.00	545.00	550.00
Corps Year 2	562.50	570.00	577.50
Corps Year 3	587.50	597.50	615.00
Principal Year 1	850.00	855.00	860.00
Principal Year 2	870.00	875.00	880.00
Principal Year 3	890.00	895.00	900.00
Delegate Fee	23.00	23.00	23.00

(2) Any ARTIST acting as a Ballet Master shall receive an additional \$12.00 per hour if they are required to teach anything other than their own roles. No ARTIST shall receive more than a maximum of an additional \$60.00 a week for such duties. If an ARTIST is assigned to be a Ballet Master for the entire work week, the ARTIST will receive his/her regular contracted weekly salary.

(3) Hotels - The ARTIST shall receive hotel and Meal Money for all days spent overnight outside the City of Origination as follows: from 7/1/99 to 6/30/00 \$80.00 per night. Beginning 7/1/00, the EMPLOYER will be responsible for hotel expenses. When local sponsor pays for hotel the EMPLOYER will not give ARTIST the monetary values of such hotel if they do not use the hotel provided. Furthermore, if the local sponsor pays for hotel, the EMPLOYER shall furnish to ARTIST only meal money, the amount of such meal money to be that set forth in subparagraph 15(a)(4). If the local sponsor provides a meal, the EMPLOYER shall

nonetheless pay ARTIST meal money on account of such meal, except during a long-term residency as provided in Paragraph 73 of this Agreement. EMPLOYER will provide ARTISTS with double occupancy hotel information four (4) weeks prior to tour. 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 due to an uneven number of ARTISTS of the same gender, EMPLOYER will pay for a single room for a maximum of one (1) ARTIST of each gender. EMPLOYER intends and will use best efforts to provide non-smoking hotel rooms that are safe and clean. Any ARTIST who notifies the EMPLOYER within one (1) week after the schedules are announced that he or she does not wish to stay in the designated hotel or hotels, shall receive the cash equivalency in an amount equal to one-half (1/2) the double-room rate plus taxes in the designated hotel, in addition to the meal allowance as follows:

(4) On any day in which the ARTIST is required to be more than thirty (30) miles from the in-city departure point:

	<u>7/1/99-6/30/00</u>	<u>7/1/00-6/30/01</u>	<u>7/1/01-6/30/02</u>
Breakfast: prior to 9:00 AM	\$10.00	\$ 8.00	\$ 9.00
Lunch: Noon to 1:00 PM	12.00	10.00	11.00
Dinner: after 6:00 PM	25.00	21.00	22.00
Total Day	\$47.00	\$39.00	\$42.00

All Artists, either weekly and/or per performance, shall receive per diem and/or meal money two (2) working days prior to departure from City of Origination to first stop on tour

On domestic flights the EMPLOYER shall be required to pay one-half (1/2) the appropriate meal money allowance when the airline provides complete meal service, and the EMPLOYER shall pay full meal money allowance for the appropriate meal when in flight "snacks" are provided.

(b) Maximum Number of Performances

(1) The ARTIST may be required to take part in not more than seven (7) performances per week on tour and not more than eight (8) performances per week in the City of Origination. If the ARTIST shall be required to take part in more than seven (7) performances in any week while on tour or more than eight (8) performances in any week in the City of Origination, he shall be paid not less than one-sixth (1/6th) of his agreed-upon weekly compensation for each such additional performance, except for Nutcracker performances which shall be paid at the rate defined in Paragraph 14.(n).

(2) A Lecture/Demonstration shall count as one-half (1/2) performance service providing that the total elapsed time including travel but excluding Rest Time between demonstrations does not exceed four (4) hours, and providing that each Lecture/Demonstration does not exceed fifty (50) minutes in length. If Lecture/Demonstration exceeds fifty (50) minutes in length, overtime shall apply in one-half (1/2) hour increments. There shall be not more than two (2) Lecture/Demonstrations in any one 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 one-half (1/2) hour if no travel is involved.

A Back-to-Back Lecture/Demonstration shall consist of two (2) Lecture/Demonstrations, each not to exceed fifty (50) minutes in length, performed in the same location for two different audiences within a two hour and forty-five minute period with an interval of not less than twenty-five (25) consecutive minutes between. It is equivalent to one (1) full performance. There may be in any week (Monday through Sunday) no more than one (1) Back-to-Back Lecture/Demonstration plus an evening performance in the same day. EMPLOYER will use best efforts not to schedule a Lecture/Demonstration or Open Rehearsal prior to 11:30 am or, on a day following an evening performance, prior to 12 noon. Unless otherwise agreed by the ARTISTS, no Lecture/Demonstration will be scheduled prior to 11:00 am, and no Lecture/Demonstration will be scheduled prior to 11:30 am on a day following an evening performance."

(3) All provisions of this Agreement with respect to rehearsal and travel will apply to Lecture/Demonstration.

(4) In the event that a Lecture/Demonstration is scheduled on the same day as a regular performance, the provisions of this Agreement relative to a two-performance day will apply.

(5) Preview performances will be considered full performances. See Paragraph 14.(q).

(6) 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.

(7) On Lecture/Demonstration days when no other performance is scheduled, rehearsals may be scheduled as follows:

Three (3) hours of rehearsal in the event of one (1) Lecture/Demonstration per day, two (2) hours of rehearsal in the event of two (2) Lecture/Demonstrations per day and no rehearsal on days when three (3) Lecture/Demonstrations are scheduled.

(8) Light makeup may be required for Lecture/Demonstrations, excepting special ethnic or character stage makeup integral to the dance piece when full

makeup may be required for certain ARTISTS.

(9) The ARTIST shall have access to the performing space at least one (1) hour prior to the starting time of a Lecture/Demonstration. The EMPLOYER shall arrange for a suitable warm-up space with barres for the ARTISTS. The EMPLOYER agrees to provide a professional floor surface for all Lecture/Demonstrations. Stage Manager is to examine the floor and assist in preparing the floor surface for the safety of the ARTIST.

(10) The EMPLOYER will arrange for adequate dressing rooms to include dressing and seating space and bathroom facilities for all occupants.

(11) No ARTIST shall be required to perform in more than two (2) full performances per day.

(12) Any ARTIST teaching a Master Class will be compensated at a minimum fee of \$50.00. Master Class time will be excluded when computing hours of service.

(13) The dance pieces to be performed shall be modified to adapt to the existing physical limitation for all Lecture/Demonstrations, fund raising or similar events which could endanger the ARTIST. The EMPLOYER must provide a resilient linoleum dance surface for all aforementioned events when available.

(c) Pro Rata Days

(1) If the ARTIST shall be guaranteed not less than one (1) full Performance Week, then the EMPLOYER shall have the right, on two (2) weeks prior notice, to engage the ARTIST for not more than three (3) consecutive days in the week immediately preceding or succeeding any such guaranteed full Performance Week at a pro rata amount of the ARTIST's agreed upon weekly compensation for Performance Weeks calculated on the basis of one-sixth (1/6th) thereof for each such day in such week. It is further agreed that the fourth (4th) day or a fifth (5th) performance "triggers" a full Performance Week.

(2) EMPLOYER shall have the right to engage ARTIST for rehearsals for the balance of the above mentioned pro rata week at the same one-sixth (1/6th) of the weekly rehearsal compensation.

(d) Each ARTIST shall receive in each Performance Week one (1) Free Day as defined herein.

16. CLOSING TIME OF PERFORMANCE

The EMPLOYER agrees that in the event a performance shall be concluded after 11:30 P.M. or if the performance exceeds three (3) hours in length from Curtain Time, each ARTIST shall be compensated at the rate of one-half the hourly

Overtime Rate for each half-hour or fraction thereof during which the ARTIST is required to perform after 11:30 P.M. or in excess of three (3) hours from seven (7) minutes past advertised Curtain Time or the beginning of the music of the first (1st) dance piece whichever occurs first. However, if the conclusion of the performance was delayed by circumstances as outlined in Paragraph 44. (Force Majeure or similar circumstances), the EMPLOYER shall not be liable for the compensation outlined above. If there is an unusual curtain time (i.e., curtain time which occurs after 8:30 PM) the 11:30 PM limitations shall not apply.

17. INTERMISSIONS

(a) The EMPLOYER agrees that there shall be no less than a fifteen (15) minute intermission between dance pieces and/or acts of dance pieces which require a change of costume and/or make-up by ARTISTS appearing in both dance pieces or both acts of the same dance piece. Intermission time shall begin from the time of final curtain following the end of curtain calls; any violation shall be paid at the dollar equivalent of one-half (1/2) hour overtime.

(b) There shall be a call ten (10) minutes prior to the appearance of the ARTIST in such second (2nd) and third (3rd) dance piece advising the ARTISTS that they shall be required on stage five (5) minutes after such call.

18. MATINEE PERFORMANCES

The EMPLOYER agrees that there shall be a minimum period of three (3) 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, there may be a two and one-half (2-1/2) hour time span between performances during NUTCRACKER seasons.

19. LAY-OFFS

(a) If an ARTIST is called upon to perform one (1) or more performances during a lay-off week, the EMPLOYER must pay the ARTIST his full regular weekly performance salary, except as provided in Paragraph 15(c).

(b) 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 therefore at his Performance Week salary, and that it shall not lay off an ARTIST in any place other than the City of Origination.

(c) The EMPLOYER will post a best guess notification of layoff 14 days prior to the start of each lay-off week, and definite notification will be posted five (5) days prior to the layoff, except that:

*opening night on tour is defined as the first performance of any tour. After five (5) consecutive nights spent in New York City a new tour begins.

(2) The ARTISTS may be called upon to rehearse and/or perform not more than thirty (30) hours per week without incurring overtime and/or penalty payments as provided for in this Agreement, except in a dress rehearsal week where it can be thirty-two (32) hours without incurring overtime and/or penalty payments as provided for in this Agreement..

(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 for as provided in Paragraph 14(b) of this Agreement. Emergency Rehearsal shall be compensated at the prevailing rate.

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

(5) The EMPLOYER shall not infringe upon the allotted free time after a travel call. Prior to the first scheduled rehearsal, ARTIST'S use of free time for class or personal warm-up may not be infringed upon (i.e. for costume fittings).

(b) 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-half (1/2) the hourly Overtime Rate for each such additional rehearsal half hour or fraction thereof. It is further agreed that spill-over overtime rehearsal as defined herein will be paid for at the rate of one-half (1/2) the hourly Overtime Rate for each additional half-hour of rehearsal or fraction thereof. In the event an ARTIST is required to rehearse a fourth (4th) consecutive hour, the first thirty (30) minutes of said 4th consecutive hour shall be paid at the Overtime Rate and any additional consecutive rehearsal time thereafter shall be paid for at the Penalty Rate in one-half (1/2) hour segments.

(c) The first required service of an ARTIST shall not be sooner than thirteen (13) hours following the end of the last preceding performance or rehearsal period in the City of Origination. On tour, there shall be a twelve (12) hours interval following the end of the last preceding performance and the next required service. However, if to arrive at hotel, Company has to travel over thirty (30) miles or over sixty (60) minutes (whichever is longer) span is counted from time of arrival at hotel.

(d) 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 as provided in Paragraph 21.(b) above.

(e) If the ARTIST shall be required to rehearse at any time during a Free Day, the ARTIST shall be compensated at the ARTIST's Free Day Rate as provided in Paragraph 14(j)

(f) If the ARTIST is at any time required to rehearse during any one of the following times, his compensation for such period shall be as noted hereunder:

- (1) Rehearsals within the elapsed thirteen (13) or twelve (12) hour period
See Paragraph 21.(c) hourly
Penalty Rate
- (2) Rehearsals after evening performance hourly Penalty Rate

(g) Any rehearsal may be called, counted, and compensated for in one-half (1/2) 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.

(i) AGMA agrees, upon application by the EMPLOYER, to grant the EMPLOYER a waiver of the rehearsal provisions as set forth in Paragraph 21.(f) of this Agreement, provided the EMPLOYER submits adequate proof to AGMA that a rehearsal was solely called due to an emergency and provided the ARTISTS rehearsed are those who are required to be rehearsed because of the emergency. If such waiver is granted, the EMPLOYER agrees to pay the ARTISTS Overtime Rate compensation as provided in Paragraph 14.(o) of this Agreement.

(j) The ARTIST shall not be penalized for refusal to rehearse and/or perform on a concrete or carpeted floor even though it may be covered with linoleum.

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

(a) Any rehearsal may be called, counted, and compensated for in one-half (1/2) hour increments. If the ARTIST is dismissed from rehearsal and is called for further rehearsal within one (1) hour of the time of such dismissal, then such intervening time between dismissal and recall shall be counted as if the ARTIST had rehearsed.

(b) It is agreed that spill-over overtime rehearsal as defined herein, will be paid for at the rate of one-half (1/2) the hourly Overtime Rate for each additional

half (1/2) hour or fraction thereof.

(c) In the event that the ARTIST is called to rehearse at any time during a Free Day as defined in Paragraph 14.(i) of this agreement, the ARTIST shall be compensated at the ARTIST's Free Day Rate as provided in Paragraph 14(j).

(d) The ARTIST may not be required to rehearse sooner than thirteen (13) hours following the end of the last preceding rehearsal period. If the ARTIST is required to rehearse within the thirteen (13) hour period, he shall be compensated for such rehearsal at the appropriate hourly Penalty Rate. The span for regular rehearsal weeks shall be computed on an individual basis for each ARTIST. During technical weeks in the theater in New York City there will be a twelve (12) hour span for rehearsals on three days of each such week and an eleven (11) hour span for rehearsals on the remaining days of each such week. During all other rehearsal weeks, there will be an eight (8) hour span for rehearsals. Costume fitting hours shall not be computed within the 8-hour span, but shall be scheduled within the eleven (11) or twelve (12) hour span during technical weeks in the theater in New York City.

(e) Except in cases of emergency, ARTIST shall inform EMPLOYER as soon as possible, but in any event not later than 11:00 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.

23. REHEARSALS - MINIMUM GUARANTEE

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

(b) The EMPLOYER agrees to provide company class at least three (3) times per week whenever at least half the company desires class. Failure of at least one half the Company to attend requested class will be resolved in a meeting of ARTISTS or ARTISTS representatives with the Artistic Director. EMPLOYER agrees that the Saturday Ballet Tech School class during the school year does not count toward the minimum of 3 classes per week referred to in the previous sentence. On tour, EMPLOYER will use best efforts to schedule in advance a daily class of one hour and fifteen minutes with barres and piano accompaniment. If an ARTIST teaches company class he/she will be compensated twenty-one dollars (\$21.00) for a class of up to one (1) hour, twenty-six dollars (\$26.00) for a class of one hour and fifteen minutes and thirty-one dollars and fifty cents (\$31.50) for a class of one and one half hours.

24. FREE DAYS AND HOLIDAYS

(a) Each Performance Week shall have one (1) Free Day in each Monday through Sunday Week, with the Free Day occurring by not later than the tenth (10th)

day following the immediately preceding Free Day. A Free Day which occurs no later than the fourteenth (14th) day following the immediately preceding Free Day may occur once on a tour in the first year of this Agreement and may only occur in subsequent years if agreed to by the ARTISTS

(b) ARTISTS may not be required to rehearse and/or perform on the following legal holidays: Labor Day, Independence Day, Memorial Day, Martin Luther King Day, Thanksgiving, Christmas, New Year's Day and Easter Sunday. All such legal holidays shall be in addition to the regularly scheduled Free Days. 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, New Year's Day and Martin Luther King 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. Legal holidays which fall on a Sunday do not require an additional Free Day during that same week, provided the ARTIST shall have an alternate Free Day scheduled.

(c) During the transition from a Rehearsal Week to a Performance Week, at the option of Management, ARTISTS may have their Free Days rescheduled, so that ARTISTS will have the Saturday off prior to a Performance Week and will rehearse on the Monday of a Performance Week for three (3) hours. For the Spring performance, at the option of Management, ARTISTS may also have their Free Days rescheduled, so that ARTISTS will have the Friday off prior to a Performance Week and will rehearse on the Sunday of a Performance Week for three (3) hours in addition to the Saturday for Monday exchange referred to in the preceding sentence.

(d) For tours which are in excess of twenty-one (21) days, the EMPLOYER shall 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. In a week where the Free Day is scheduled on a day other than Sunday due to the requirements of this subparagraph, any other rehearsal days Monday through Friday will be 5.5 rehearsal hours, and Saturday will be 3 rehearsal hours.

25. REHEARSAL CONDITIONS - GENERAL PROVISIONS

(a) If the ARTIST is scheduled to rehearse for a fourth and a half (4-1/2) consecutive hour, he shall be compensated the Overtime Rate, and if the ARTIST is scheduled to rehearse for a fifth (5th) or more consecutive hour such ARTIST shall be compensated at the Penalty Rate.

(b) When ten (10%) percent or more of the cast of any dance piece are required to execute movements which involve kneeling on the floor in any rehearsal room or on stage, the floor of such room or stage shall be maintained in proper condition for such work and cleaned prior to such rehearsals.

(c) The ARTIST shall be given one 5-minute break during each hour of rehearsal. See Paragraph 21.(a)(4).

(d) 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.

(e) Former cast members are considered Understudies unless not so designated. All ARTISTS are to remain in the theater until final curtain calls unless they are excused by the Artistic Director or representative.

(f) ARTISTS shall not be penalized for refusal to rehearse on a concrete floor, even though it may have a linoleum covering.

(g) 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 the floor condition, heating, adequate lighting and for calling breaks and keeping exact time records with regard to commencement and dismissal of rehearsals. The EMPLOYER agrees that an official management representative with authority and decision making power will accompany the ARTISTS on all tours.

(h) 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.

(i) If a dress rehearsal or rehearsal requiring makeup is called, an extra 15 minutes is allowed for makeup application.

(j) The EMPLOYER shall be responsible for the upkeep and maintenance of rehearsal facilities, including lounge and bathroom facilities. In addition, EMPLOYER shall provide for the extermination of rodents and insects when their presence is evident.

(k) Any rehearsal may be called, counted, and compensated for in one-half (1/2) hour increments.

26. 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 use its best efforts to post the next day's rehearsal schedule by the end of the rehearsal day. The schedule shall be available on a recorded "hot line" by 7:30 p.m. on each such day. Whenever necessary, the

posting of the first hour in detail with specific ballets listed for the day will be acceptable. On tour, the rehearsal schedule will be posted not later than half hour of the preceding day. Casting shall be posted one (1) week prior to each performance.

(c) 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.

(d) 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.

(e) In the event changes (other than corps dance roles) occur in the cast, a program insert or reader board, or announcement shall be made to the audience. If EMPLOYER fails to comply, ARTIST shall be compensated \$50.00.

(f) 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 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.

(g) If the ARTIST is dismissed from a scheduled rehearsal in progress, such actual time rehearsed shall be counted in one-half (1/2) hour increments.

27. GUARANTEED EMPLOYMENT

(a) Definition - The EMPLOYER and AGMA agree that the term "Guaranteed Employment" shall mean employment of the ARTIST by the EMPLOYER whereby the EMPLOYER guarantees the following:

Principal ARTIST	30 weeks per year
Sixth-Year Corps ARTIST	30 weeks per year
Fifth Year Corps ARTIST	29 weeks per year
Fourth Year Corps ARTIST	28 weeks per year
Third Year Corps ARTIST	27 weeks per year
Second Year Corps ARTIST	26 weeks per year
First Year Corps ARTIST	25 weeks per year.

28. SINGLE PERFORMANCE

(a) In the event the EMPLOYER contemplates engaging ARTISTS on a single performance basis, the EMPLOYER shall notify AGMA that he intends to engage such ARTISTS on a single performance basis, whereupon AGMA and the EMPLOYER agree to the negotiated minimum terms and conditions stated below.

(b) Compensation

All ARTISTS on a single performance basis, shall be paid not less than, Two hundred fifty-one (\$251.00) Dollars as of 7/1/99 for each single performance in the City of Origination. If the ARTIST is required to perform outside the City of Origination, the EMPLOYER will provide the ARTIST with a hotel room, explained under Paragraph 15(a)(3) of this Agreement, plus meal money allowance provided in Paragraph 15(a)(4).

(c) Meal Money

In those instances where the ARTIST is required to perform outside the City of Origination, but is not required to remain outside the City of Origination overnight, the ARTIST will receive meal money as listed in Paragraph 15.(a)(4). Such meal money, shall be distributed to the ARTIST not later than two (2) working days prior to scheduled departure.

(d) Guarantee of Rehearsal Hours

All ARTISTS engaged shall be guaranteed not less than ten (10) paid rehearsal hours to be paid for at the rate of; Seventy-three (\$73.00) Dollars per hour as of 7/1/99. No free hours of rehearsal shall be permitted.

29. SUSTENANCE PAYMENT DURING TRAVEL

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 meal money 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 meal money shall be negotiated and contracted on a separate Overseas Rider.

30. TRANSPORTATION - GENERAL PROVISIONS

(a) The EMPLOYER shall submit to AGMA and to the AGMA delegates proposed itinerary of any tour, and shall submit in writing to AGMA a statement

concerning the proposed method of transportation to be used during the tour. Both such reports shall be submitted at least thirty (30) days preceding the first (1st) day of any tour. The tour schedule will be posted in the offices at such time as it is distributed to the crew, and, in any event, two (2) copies of the tour itinerary will be made available to each ARTIST not later than two (2) weeks prior to the commencement of the tour. Any additions or changes in the itinerary must be announced to the Company at least one (1) week in advance of such change whenever possible. Mail will be forwarded from the Company office to the ARTISTS on tour at least once each week.

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

(c) The EMPLOYER also agrees to pay upon presentation of receipts for all transportation charges which may be required of the ARTIST by the EMPLOYER during the course of a trip, such as taxi fares between terminals, etc. and also transportation expenses incurred for doctor or emergency due to illness or injury on tour.

(d) Personal Baggage - The EMPLOYER shall provide and pay for the transportation of the ARTIST's personal baggage to such outside point or points and return to the City of Origination up to the maximum limit provided by carriers for travel in the United States, and the EMPLOYER or 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. While on tour, whether inside or outside the United States, personal baggage must be available to the ARTIST on a reasonable basis.

(e) Transportation to places of Performance or Rehearsal

The EMPLOYER agrees that in the event that the ARTIST while on tour only shall be required to perform or rehearse in any town at a place further than one-half (1/2) mile from a central point near which the majority of the ARTISTS shall be quartered (to be mutually agreed upon by the ARTISTS and the EMPLOYER), then bus or similar transportation to and from such place be provided for all ARTISTS by the EMPLOYER at its own expense. If the ARTIST is scheduled for rehearsal outside the theater of performance, the EMPLOYER will grant the ARTIST sufficient time to allow the ARTIST travel time to reach the theater of performance in addition to the time requirements of subparagraphs 33.(b) and 34.(h). In the event of inclement weather, or if the route between the hotel and the theater is mutually deemed by the AGMA delegate and the EMPLOYER to be unsafe, a bus shall be available to ARTISTS one-half (1/2) hour after Curtain Time to provide

transportation to the hotel. Similarly, if there are no eating accommodations available, the EMPLOYER shall make provision to transport ARTISTS to and from a restaurant or provide service of food. In the event transportation outside the City of Origination is by taxicab, ARTISTS will be reimbursed by EMPLOYER when the receipt for the taxi fare is submitted. ARTISTS will make best efforts to ride with as many other ARTISTS as possible.

(f) Travel on a Free Day

Whenever the EMPLOYER requires that the ARTIST travel on a Free Day, the ARTIST shall be paid at ARTIST's Free Day Rate as provided in Paragraph 14(j)..

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

Whenever transportation 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 Penalty Rate for each half 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 8:00 A.M. on the morning following an evening performance.

AGMA agrees that it shall waive the provisions of this sub-paragraph provided that the EMPLOYER submits to AGMA, two (2) weeks prior to any contemplated travel during the hours circumscribed in the above paragraph, a schedule of public transportation which proves that there is no available transport which leaving after 8:00 A.M. or arriving before midnight would fulfill all the customary conditions of travel by the EMPLOYER.

(h) Method of Transportation

Where railroad, boat, bus, car and/or airplane transportation is used, the special provisions set forth under Paragraphs 31, 32, 33. and 34. respectively shall be applicable.

(i) Theater Cases, see Paragraph 36.(m).

31. RAILROAD TRAVEL, CONDITIONS OF

(a) Pullman Berth to be provided - In the event that railroad transportation or any part thereof shall take place between the hours of midnight and 8:00 A.M., the EMPLOYER shall provide an individual Pullman lower 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

Pullman sleeping lower 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.

32. 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.

33. BUS TRAVEL, CONDITIONS OF

(a) ARTISTS required to travel, rehearse and/or perform more than eight (8) hours in one (1) day shall be compensated at the travel overtime rate. Travel will be counted from baggage call to arrival location, such time to exclude lunch stops and rest stops. Baggage call may be prior to 8:00 AM without penalty.

(b) There shall be a ninety (90) minute rest time after a bus trip during which time the ARTIST may not be called upon by the EMPLOYER to participate in any rehearsal for the EMPLOYER. ARTIST warm up prior to a rehearsal call shall not be considered part of the 90 minutes. If the EMPLOYER shall violate the provisions in this paragraph, the EMPLOYER agrees to compensate each ARTIST at the hourly penalty rate of each hour or fraction thereof for each such violation. The ninety (90) minutes shall not apply:

When traveling from the city of origination and 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.

When traveling from hotel to theater and the time traveled is one half hour (1/2) or less.

(c) Proof of Insurance - The EMPLOYER agrees to submit proof to AGMA, in writing, that the carrier company carries liability insurance of a minimum of ONE HUNDRED THOUSAND (\$100,000) DOLLARS for each ARTIST engaging in travel. Proof of such insurance will be posted on the company bulletin board two (2) weeks prior to the commencement of any travel by bus.

(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 shall make every best effort to have bus with working 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) Lunch Stop and Rest Stops - The EMPLOYER agrees that where an ARTIST is required to travel by means of bus, the ARTIST will have a lunch stop of one (1) hour after approximately four (4) hours of travel and a rest stop of twenty (20) minutes after each period of approximately two (2) hours of travel.

(f) Employer shall provide at least one (1) non-smoking bus. If the EMPLOYER chooses to use only one (1) bus, that bus shall be non-smoking.

(g) Should the ARTISTS not receive a full hour lunch stop, ARTISTS shall be compensated at the Travel Overtime Rate.

34. AIRPLANE TRAVEL, CONDITIONS OF

(a) In the event the EMPLOYER chooses to transport the ARTISTS by airplane, AGMA will approve 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 purchase insurance on the life of each ARTIST during said airplane travel, having a value of no less than FIFTY THOUSAND (\$50,000.00) DOLLARS, which may be purchased personally by each ARTIST if EMPLOYER pays cost of premium directly to each ARTIST. When the EMPLOYER purchases the flight insurance, he will provide beneficiary cards at the beginning of each season.

(d) Air travel shall be timed from the time of baggage call until arrival at destination hotel and is to include all waiting time at terminals as well as limousine transit time at both ends of the flight and the same applies returning to City of Origination and including all delays at terminals, limousine transport, etc. Baggage call may be prior to 8:00 AM without penalty.

The EMPLOYER will not be responsible for payment of the overtime travel penalty contained in this paragraph if the excess travel time was due to inclement weather, mechanical failure, or delay in departure or landing of the aircraft over

which the EMPLOYER has no control.

(e) The EMPLOYER agrees that in all cases where it is necessary for ARTISTS to travel between airport terminals and airports, the EMPLOYER will arrange for and pay for the transportation of the ARTIST between city, airport terminals and airports.

(f) Should departure by airplane be delayed due to any conditions, adequate accommodations shall be provided for all ARTISTS including hotel rooms between 12:01 A.M. and 8:00 A.M. in convenient nearby hotel(s) where the entire company can be assembled for the flight simultaneously.

(g) When a flight is chartered by the EMPLOYER, the make-up kits and practice clothes will, whenever possible, be carried on the same plane as the ARTISTS. Scenery and other equipment will not be carried in the passenger section of the plane if it is of a nature and size that will cause discomfort to or endanger the ARTISTS.

(h) The ARTIST shall be granted a minimum of two hours of rest after up to 2 hours of travel by air and thereafter one half hour of rest time for each additional hour of air travel time. 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-half (1/2) the hourly Penalty Rate for each half-hour (1/2) or part thereof that the rest period is violated.

(i) ARTISTS required to travel, rehearse and/or perform more than ten (10) hours in one (1) day shall be compensated at the Travel Overtime Rate.

35. PERFORMANCE AND REHEARSAL CONDITIONS

The EMPLOYER agrees to take all responsible steps in an effort to obtain the following performance and rehearsal conditions:

(a) Prior to the commencement of rehearsals and performances, all stage and rehearsal spaces must be inspected by the Stage Manager and the AGMA Delegate. These spaces must be mutually approved and not deemed dangerous by the AGMA delegate and EMPLOYER representative.

(b) EMPLOYER will make best efforts to maintain the temperature at 68°, and no ARTIST shall be required to rehearse or perform when the temperature drops below 65 degrees (Fahrenheit) or exceeds 90 degrees (Fahrenheit) in the place of rehearsal or performance, or below 18.3 Celsius or above 32.2 Celsius. This guideline shall apply to changing room, fitting rooms, photographer studios and

other locations in which the ARTIST must work.

(c) The EMPLOYER agrees to make third floor dressing spaces available if the first and second floor dressing facilities are crowded.

(d) The EMPLOYER agrees to compile a listing of doctors (suitable for treating the types of strain-injury usually sustained by dancers) in each city and town in which the company is scheduled to perform. The list of the doctors' names shall be listed on the tour schedule plus all other necessary information (i.e. banks).

(e) If AGMA receives complaints that the home theaters have not met the health and safety standards set forth in this Agreement, the EMPLOYER will give evidence to AGMA in writing that steps have been taken to eliminate the theater's inadequacies.

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

(g) Rehearsal, dressing room and performance facilities:

(1) In each theater where the ARTISTS shall perform there shall be a sufficient number of chairs and mirrors in each dressing room, as well as reasonably accessible toilet and washing facilities backstage for both men and women.

(2) All rehearsal and dressing rooms shall be thoroughly cleaned.

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

(4) The EMPLOYER agrees to provide piano accompaniment for all classes and scheduled rehearsals whenever possible.

(5) The EMPLOYER agrees to provide on tour sufficient barres for stage and for every warm-up.

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

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

36. 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) During the first week of employment the ARTIST shall receive one (1) pair of pointe shoes, one (1) pair slippers and additional pairs of pointe shoes and slippers as needed thereafter.

(c) Men and women shall receive the dollar equivalent of three (3) new pairs of men's tights at the beginning of each contract period. Also, if EMPLOYER requires ARTISTS to purchase his/her own items, EMPLOYER shall reimburse a monetary equivalent.

(d) Each ARTIST shall be outfitted with one (1) new pair of black, soft-soled shoes and one (1) new pair of white, soft-soled shoes as required for performances, and prior to such rehearsals and performances.

(e) All replacement of black and/or white soft-soled shoes for ARTISTS previously in the employ of the EMPLOYER shall be with new shoes as required for performances, and prior to such rehearsals and performances.

(f) All other character shoes provided to the ARTISTS by the EMPLOYER shall be comfortable shoes. All character shoes and boots shall be properly repaired and reasonably fitted before any use, and ARTIST shall be expected to go to fittings for that purpose. All character shoes 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.

(g) The EMPLOYER agrees that while on tour it will carry the ARTIST'S make-up and practice clothes from point to point. The EMPLOYER shall distribute the ARTIST'S make-up and practice clothes to the make-up tables no later than one (1) hour prior to performance time. 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. Theater cases shall be delivered to the theater not later than one (1) hour prior to the first call of the day. ARTISTS may be required to carry one (1) set of practice clothes in personal wardrobe in certain instances.

(h) 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. The EMPLOYER agrees to furnish two (2) T-shirts to all male ARTISTS to wear under costumes. 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 arm-pit areas after

each wearing when costume is shared.

(i) 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-half (1/2) hour prior to the performance.

(j) ARTIST, upon signing a Standard Artist's Contract for Employment, agrees to submit to EMPLOYER in writing their requirement for ballet shoes, including size, brand and special order, and EMPLOYER, Wardrobe Supervisor and Artistic Director agree to place a requested shoe order as they deem reasonable. ARTISTS may change shoe order by resubmitting a written request to the EMPLOYER. However, ARTIST must first use up all shoes from the previous order before using shoes from the new order. All incorrect shoe orders will be returned to manufacturer.

(k) In the event an ARTIST is requested to utilize his/her own wardrobe (i.e. street clothes, not dance clothes) for rehearsals and performances, EMPLOYER agrees to purchase such clothes from artist for use as wardrobe.

(l) Character skirts and practice tutus will be provided by the EMPLOYER for rehearsals as needed by the ARTIST. When actual costume is not available, EMPLOYER will provide comparable attire whenever possible as requested by the ARTIST and such request shall not be unreasonably denied.

(m) Employer shall arrange for full-time storage of theater cases which will be made available to ARTISTS on a reasonable basis.

37. COSTUME FITTINGS

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

2 hours of costume fittings for a new dance piece.

1 hour of costume fitting for a revival dance piece not in the active repertory for one year or more.

1 hour of costume fitting for newly designed costumes for an old dance piece currently in repertory.

1 hour of costume fitting for a new cast member of a current dance piece.

ARTIST requested costume fittings shall not be compensated.

In addition to the uncompensated time for costume fittings provided for in this Paragraph 37(a), the EMPLOYER is also permitted such additional uncompensated costume fitting time as may be required pursuant to Paragraph 14(t).

(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 21.(f) of this Agreement. Costume fittings may be called, counted and compensated for in one-half (1/2) hour increments.

(c) If the ARTIST is called for costume fittings on the ARTIST'S Free Day, the ARTIST shall be compensated at the ARTIST's Free Day Rate as provided in Paragraph 14(j)..

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

38. 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.

39. PHOTOGRAPHY

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

(b) The EMPLOYER agrees that if it shall require any ARTIST to pose for photographs of regular dance pieces for the purpose of publicizing and advertising performances of the EMPLOYER, that ARTIST shall receive at least twenty-four (24) hours notice of such photographing, and such photography or waiting time shall be compensated for at the appropriate rehearsal rates.

(c) If the ARTIST is required to pose for photographs on the ARTIST'S Free Day the ARTIST shall be compensated at the ARTIST's Free Day Rate as provided in Paragraph 14(j).

(d) Individual pictures used in souvenir booklets shall be mutually acceptable to the ARTIST and the EMPLOYER. ARTISTS' names shall appear along with all solo and duo photos on EMPLOYER brochures and publicity materials.

(e) All photos which are used for publicity purposes which have 2 ARTISTS or less shall carry the line "Please credit Dancers --(dancers' names)". ARTISTS' access to any photos shall not be unreasonably denied.

(f) Photographs or other reproducible likenesses of ARTISTS paid for by the EMPLOYER may be used on promotional items offered for sale 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.

(g) All ARTISTS shall have the right of approval of individual photographs of themselves (and any accompanying biographical sketch) used by the EMPLOYER in the EMPLOYER'S souvenir program.

(h) It is agreed that photographing, including waiting time, make-up time and travel incidental thereto, will be counted as rehearsal time and, if applicable, the appropriate overtime rate shall be paid to the ARTISTS.

(i) Unless ARTISTS are notified on official company callboard pertaining to "official photographers", under no circumstances will photographers 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.

(j) The EMPLOYER agrees to use the form hereinafter referred to as Exhibit "1" in order to protect the rights of the ARTISTS and the EMPLOYER.

(k) The EMPLOYER agrees 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.

40. STAGE MANAGERS AND ASSISTANT STAGE MANAGERS

(a) The EMPLOYER agrees to engage at least one (1) Stage Manager if the dance company consists of ten (10) or more ARTISTS.

SOCIAL SECURITY, WORKER'S COMPENSATION INSURANCE AND UNEMPLOYMENT INSURANCE

(a) The EMPLOYER must carry at its expense adequate 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 or controlled substance abuse 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.

At any time during an ARTIST'S period of employment with EMPLOYER other than a lay-off period, ARTIST shall not perform any engagement outside his/her Standard Artist's Contract for Employment with EMPLOYER without first entering into a release agreement with EMPLOYER, and without first signing a worker's compensation acknowledgment, which shall be substantially in the forms set forth in Exhibit 1.

During any period in which ARTIST is on lay-off, ARTIST shall not perform any engagement outside his/her Standard Artist's Contract for Employment with EMPLOYER without first signing a worker's compensation acknowledgement, which shall be substantially in the form set forth in Exhibit 1.

(b) The EMPLOYER agrees to obtain coverage for all ARTISTS employed hereunder as permitted under the New York State Unemployment Insurance Law (or, if the origination point of the Company shall be in a state other than New York, unemployment insurance coverage as permitted under the laws of such state).

(c) The EMPLOYER agrees to elect to continue 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

42. AGMA RETIREMENT AND HEALTH (MEDICAL COVERAGE) FUNDS

(a) Retirement

(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 the following percents of actual weekly gross compensation as provided in the Basic Agreement for each ARTIST working under this Agreement effective July 1, 1999:

<u>7/1/99</u>	<u>7/1/00</u>	<u>7/1/01</u>
2.5%	2.5%	2.5%

AGMA authorizes the EMPLOYER to make the Retirement contribution provided for herein to any 403(b) or other qualified tax-sheltered annuity program offered by EMPLOYER at the request of any individual ARTIST in lieu of making such contribution to the AGMA Retirement Plan for that ARTIST. AGMA and Individual ARTISTS acknowledge that EMPLOYER and AGMA make no recommendation as to the value or financial stability of any qualified plan. The individual ARTIST shall have the right to make the request referred to herein only once during the term of this Agreement. Any fees charged by the plan administrator shall be borne by the participating ARTIST(s) on a pro rata basis.

These contributions are to begin with the first employment under this Agreement. Per diem and meal money shall not be computed as part of the minimum compensation.

(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. Notwithstanding what is otherwise stated in Paragraphs 42(c), (d) and (e) should an eligible ARTIST elect coverage under a plan other than the AGMA Health Fund A, the EMPLOYER shall be responsible to contribute to the cost of the selected plan in an amount not to exceed the monthly contribution to the AGMA Health Fund A for the individual coverage and the EMPLOYER shall not make a contribution to the AGMA Health Fund A for that ARTIST.

In the event the EMPLOYER has, after investigation, established the availability of a local "Health Plan" that EMPLOYER believes to be comparable or superior to the Plan made available by the AGMA Health Fund, AGMA will meet with the EMPLOYER when invited, to consider adoption by the EMPLOYER of the said available "Health Plan" in place of the Plan of the AGMA Health Fund.

(c) EMPLOYER Contribution

(1) The term "AGMA Health Fund Plan A" shall describe AGMA Health Fund Plan A.

(2) The EMPLOYER hereby agrees to contribute the premiums for Individual Coverage to AGMA Health Fund Plan A the full actual yearly cost of 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 July 1st of any year is less than four (4) weeks.

(3) The EMPLOYER hereby agrees to contribute the premiums for Individual Coverage to AGMA Health Fund Plan A the full monthly cost for each ARTIST employed on 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, the ARTIST shall be guaranteed full medical insurance coverage for the entire month.

(4) The premium payments shall be paid to the AGMA Health Plan A, Account #1, no later than the fifteenth (15th) day of each month. Delinquent payments to AGMA Health Fund Plan A will be subject to a penalty of an additional two percent (2%) above the Prime Lending Rate of the bank of the health Funds, prorated daily.

(5) The EMPLOYER shall contribute twelve (12) months of medical insurance premiums for each Artist who is engaged for twenty (20) weeks or more, 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 only continue for two (2) months after the Artist's termination of employment.

(d) Family Coverage

The EMPLOYER agrees that he will 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.

(e) In those instances where the EMPLOYER engages the ARTISTS on a Guaranteed Employment Basis as defined herein, the EMPLOYER will contribute to the AGMA Health Fund A and the AGMA Retirement Fund as follows:

(1) During employment weeks, the EMPLOYER will contribute as provided in subparagraph 42.(a) and (c) above.

(2) During lay-off weeks within the Guaranteed Employment period, the EMPLOYER will contribute to the Health Fund in monthly installments the full actual costs of coverage for the ARTISTS engaged on a Guaranteed Employment Basis.

(f) The EMPLOYER may elect to establish dental insurance programs for the ARTISTS with the EMPLOYER paying fifty percent (50%) of the premium and the ARTIST paying fifty percent (50%) of the premium.

43. SICK LEAVE

(a) The EMPLOYER agrees that an ARTIST who has been with the company at least one (1) year shall be entitled to sick leave (whether separate or partly or wholly continuous) with full pay for not less than twenty-one (21) days during any twelve (12) month period. ARTISTS who have not established such seniority will receive sick leave with full pay for one (1) week or two (2) weeks after ten (10) weeks or twenty (20) weeks of continuous or discontinuous employment on a weekly basis respectively.

(1) The formula shall be as follows:

Length of Service <u>with the Company</u>	Paid Sick Time Available Each Season
Less than 10 weeks	No paid time off
10 weeks, but less than 20 weeks	7 working days
20 weeks, but less than 1 year	14 working days
1 year or more	21 working days

Provided, however, that ARTISTS employed less than a full year shall be entitled to take up to the maximum 21 working days of paid sick leave if their absence is caused by a work-related illness or injury.

(b) In the event that the said ARTIST shall fail to appear for rehearsals or performances for a continuous period of twenty-one (21) working days owing to illness or injury (as to which the EMPLOYER may have an examination by a doctor designated and paid by it), whether or not the same be caused by, or suffered in the course of, the ARTIST'S employment the EMPLOYER shall have the right, at its election, either (i) to terminate the employment of the ARTIST by giving written notice of such termination to the ARTIST, provided that the ARTIST shall be paid his full compensation for the said continuous period of twenty-one (21) working days (plus return transportation to the City of Origination) whether or not the ARTIST has theretofore received twenty-one (21) working days of sick leave with full pay, or any part thereof, prior to said continuous period of twenty-one (21) working days, or (ii) consider the ARTIST on leave without pay during such illness or suffering from injury, provided the twenty-one (21) working days payments provided for in (i) hereof are made, in which event this Agreement shall remain in full force and effect in all other respects.

(c) Notwithstanding any provision contained in this Paragraph 43., the EMPLOYER agrees that where the cause of the ARTIST'S absence is any injury or illness received during the course of any performance or rehearsal, he shall be

entitled to sick leave (whether separate, or partly or wholly continuous) with full pay for not less than twenty-one (21) working days during the term of this Contract, inclusive of the twenty-one (21) working days provided under sub-paragraph 43.(b) above.

(d) Notwithstanding anything herein to the contrary, in the event ARTIST receives time-loss benefits under the applicable local worker's compensation, disability, and/or unemployment compensation laws simultaneously with the receipt of sick leave pay as provided herein, then EMPLOYER will pay only the difference between the benefits received and the sick leave pay specified herein.

(e) The EMPLOYER may demand a certificate of a doctor as to the illness of the ARTIST and an examination by a doctor designated and paid by the EMPLOYER as a condition precedent to sick-leave pay under sub-paragraphs (a), (b) and (c) of this paragraph.

(f) Upon application to the EMPLOYER, a female ARTIST shall be excused for up to one (1) full day during her menstrual period, which day shall be other than the Free Day of the ARTIST and shall be in addition thereto, and shall not be deemed sick leave, but shall be entirely separate and apart from, and in addition to the sick leave provided above.

(g) The EMPLOYER will not raise any provision of this paragraph as a defense to or to reduce recovery for any claim ARTIST may have under any worker's compensation law or for negligence.

(h) If an ARTIST is physically unable to perform as required by the Standard Artist's Contract for Employment, the ARTIST should request a medical leave of absence from the EMPLOYER. Except as may be required by law or provided for elsewhere in this Agreement, EMPLOYER shall not be required to pay for such leave or any treatment associated therewith.

(i) 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 four (4) months after child birth. In addition, the EMPLOYER will continue Health Fund contributions for such ARTIST during the leave of absence and EMPLOYER will pay medical insurance cost for the ARTIST up to four (4) months after childbirth . The ARTIST shall also receive the paid sick time in accordance with the formula provided in subparagraph 43.(a)(1). This provision only applies to ARTISTS with five (5) or more years of service with the Company.

44. 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, 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 to the ARTIST such meal money and hotel allowance due pursuant to subparagraph 15(a)(3) and (4) for any day for which the ARTIST is employed outside the City of Origin and did not receive his individual contractual compensation, but for not more than the period of ten (10) days as set forth above."

45. 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) EMPLOYER will make best efforts to give written notice to ARTISTS at least twenty-four (24) hours 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 as otherwise provided in this Agreement.

(iii) Study films may be used exclusively for the purposes of recreating, restaging, restudying or recording choreography, and are to be used strictly as a record by the EMPLOYER and the choreographer or his/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 on premises. ARTIST may not remove video tapes from EMPLOYER's premises and 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", EMPLOYER will use best efforts to obtain ARTIST's written consent filed at the AGMA office one (1) week prior to any filming or taping. Such consent by ARTIST shall not be unreasonably withheld.

(ii) EMPLOYER will use best efforts to give at least twenty-four (24) hours' advance written notice to 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 airtime does not exceed fifteen (15) 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 15. 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) EMPLOYER will use best efforts to obtain ARTIST's written consent filed at the AGMA office one (1) week prior to any filming or taping and such consent by ARTIST shall not be unreasonably withheld.

(ii) EMPLOYER will use best efforts to give at least twenty-four (24) hours' advance written notice to 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 may be distributed, played and broadcast without restriction providing the total airtime for any one ARTIST does not exceed one hundred seventy nine (179) consecutive seconds and 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 15. 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 45.]

46. PARTIES BOUND BY THE AGREEMENT

This Agreement shall be known as the Basic Agreement and shall be binding upon and shall inure to the benefit of the signatories hereto and all parties who by reason of merger, consolidation, reorganization, sales, assignments, transfer or the like shall succeed to or be entitled to a substantial part of the business of any signatory, and the EMPLOYER agrees that its signature to this Agreement shall likewise bind any and all subsidiary or affiliated companies engaged in the production or management of Opera, Concerts, Concert Revues, Dance, Recitals, Oratorios, or any other performances within AGMA's jurisdiction.

47. 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."

48. 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 47. 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.

49. NOTICES

Outside the City of Origination, all notices provided herein to be given to the ARTIST shall be delivered to such ARTIST personally, provided the ARTIST has notified the EMPLOYER in writing of the ARTIST's place of residence in the city or town of the last performance of the EMPLOYER. Failing such notice by the ARTIST to the EMPLOYER, or if such ARTIST cannot be found either with the EMPLOYER or at such designated place of residence, such notice provided herein shall be given to the ARTIST by registered mail to his last known address or to him in care of AGMA.

50. EXPIRATION

The term of this Agreement shall commence on July 1, 1999, and shall terminate on June 30, 2002, 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.

51. AUTHORITY OF SIGNATORIES

Eliot Feld hereby warrants and represents that he/she has the requisite authority as an agent and representative of the EMPLOYER to sign this Agreement on behalf of, and to bind, the EMPLOYER.

52. 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.

53. 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, the ARTIST or the EMPLOYER 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.

54. 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.

55. DISCRIMINATION FORBIDDEN

All terms and conditions of employment included in this Agreement shall be administered and applied without regard to race, sex, sexual preference, gender, disability, creed, 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 ARTISTS because of his/her activities on behalf of AGMA.

56. 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,

gender, disability, or national origin against any: (i) ARTIST or (ii) patron, as to admission or seating arrangement.

57. 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.

58. SAFEKEEPING OF VALUABLES

The EMPLOYER shall provide a strong box to be kept by a responsible staff member of the company for storing of ARTISTS' money and other valuables during all performances and 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.

59. UNSAFE THEATRES

The EMPLOYER agrees that ARTISTS will not be requested or required to rehearse or perform in any theater or other facility which is unsafe or unsanitary or which contains a floor that is not a safe floor for dance. ARTISTS shall not be required to rehearse or to perform on any concrete or marble floors or upon any other inflexible surface which is considered unsafe or injurious to the ARTISTS . ARTISTS will not be required to rehearse or perform upon any wooden floors which are directly laid over similar surfaces lacking in safe dance resiliency or on floors with irregular or uneven surfaces.

AGMA may advise the EMPLOYER of any theater that is unsafe or unsanitary or that has a floor which is unsafe or improperly constructed for dance, to the extent AGMA is aware of such condition. If the EMPLOYER has concerns about the safety of a stage floor in which it intends to perform, AGMA will attempt to investigate all aspects of the stage floor in question to determine if it meets the requirements of a safe floor for dance. However, any such investigation or determination shall not relieve the EMPLOYER of its responsibilities hereunder.

60. LOCKOUTS AND STRIKES

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

61. 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.

62. BENEFIT PERFORMANCE

The EMPLOYER and ARTISTS may elect to establish an Artists' administered "Dancers' Fund" and schedule an open rehearsal or open dress rehearsal or other mutually agreed upon activity during each Repertory Season, maximum one per year, as a benefit, and the net proceeds shall be contributed to said "Dancers' Fund" for the benefit of ARTISTS in time of need.

63. INDEMNIFICATION

The EMPLOYER retains the exclusive 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.

64. SEVERANCE PAY AND CAREER TRANSITION

(a) Any ARTIST who has completed his/her fifth (5th) year of service or more with the EMPLOYER, and has been notified in writing that s/he will not be reengaged for the following season will be paid an amount equal to one-third (1/3) the then current minimum weekly base salary, pursuant to Paragraph 15.(a)(1) herein, for each year of employment with a maximum of five (5) years. This clause will not apply in those instances of unprofessional, job-related misconduct.

(b) Any ARTIST who has completed his/her eighth (8th) year of service or more with the EMPLOYER and has decided to retire from the field of classical ballet as a full-time performer, will be paid an amount equal to one-half (1/2) the then current minimum weekly base salary, pursuant to Paragraph 15.(a)(1) herein, for each year of employment with a maximum of ten (10) years.

(c) Payments under this Paragraph 64 will be made within six (6) months of the termination date of the ARTIST's contract.

65. DRUG FREE WORKPLACE

Artists understands and agrees that EMPLOYER prohibits from the workplace the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance. Conviction for a violation of this policy will be grounds for immediate termination of employment and shall be considered a material breach of the Standard Artist's Contract.

66. PARAGRAPH HEADINGS

Paragraph headings are inserted in this Agreement for convenience only and are not to be used for interpreting this Agreement.

67. SHORT GUARANTEE

After an ARTIST has worked his/her initial year on a short guarantee contract, the EMPLOYER cannot offer that ARTIST another short contract for the next contract year unless extenuating circumstances exist. Extenuating circumstances include (but are not limited to) visiting ARTISTS, emergency replacement of ARTIST and mutually agreed-upon extension of contract if a series of performances crosses into a new contract year.

68. GUARANTEED OFF TIME

ARTISTS will be guaranteed eight (8) specifically identified weeks in each year to be called "off-time". Off-time shall occur in no more than three time segments during the contract year. . All ARTISTS will be given at least two (2) months advance notice for two (2) segments. Notice of the third (3rd) segment, which shall not exceed three (3) weeks in duration, may be given up through Thursday of the week preceding scheduled off-time for the third (3rd) segment of off-time during a contract year. At the individual ARTIST's option, employment during Company off-time is acceptable.

During off-time when an ARTIST is offered a full week's employment and is unavailable for a full week's employment, that ARTIST can be paid at his/her hourly (1/30th) rate up to a full pay check.

69. SEVEN HOUR RULE

The seven (7) hours of rehearsal shall be scheduled within a maximum of three (3) consecutive days, on an individual basis. If EMPLOYER does not observe the seven (7) hour rule, ARTIST shall receive a week's pay.

70. PROFESSIONAL RESPONSIBILITIES OF ARTISTS IN BALLET TECH:

- A. ARTISTS s shall conduct themselves in a professional manner.
- B. ARTISTS shall be punctual and fully prepared to commence rehearsal and perform at the times posted.
- C. ARTIST shall report injury or illness immediately to the Artistic Director and Company Manager.
- D. ARTISTS shall treat costumes and/or props in a professional manner.
- E. Ballet and pointe shoes are to be worn only during company activities and not outside performance facilities or studios.
- F. When ARTIST is under contract all publicity is under the EMPLOYER's control. ARTISTS shall cooperate by providing publicity information

to the EMPLOYER. ARTISTS shall not communicate with the media without coordinating with the EMPLOYER.

G. ARTISTS shall not change any choreography without the approval of the Artistic Director or his or her representative.

H. ARTISTS shall maintain themselves in physical and technical condition and weight necessary for the performance of their professional duties. The general aspect of a ARTIST with regard to weight shall not differ markedly throughout his/her contract period from his/her general aspect at the time of signing individual contract.

I. It is understood, however, that except as otherwise provided herein the EMPLOYER retains the full right to maintain, direct, and control in its sole discretion each and every aspect of the operations of its company.

J. In order to maintain physical and technical conditioning and to be fully prepared for rehearsal or performances, ARTISTS are required to take company class (or class elsewhere) daily, whether the company is rehearsing or performing or not, except during guaranteed off-time when ARTISTS shall take class at such times as needed to maintain appropriate conditioning.

71. EXCLUSIVITY

In any week in which a ARTIST is receiving a salary from the EMPLOYER, ARTIST shall be exclusively employed by the EMPLOYER and shall not have the right to accept paid or unpaid work as an ARTIST elsewhere unless authorized by the EMPLOYER.

72. DRUG AND SUBSTANCE ABUSE

a. Alcoholism and drug abuse are diseases for which there is effective treatment and rehabilitation.

b. If an individual with an alcoholism or drug abuse problem submits to modern treatment and rehabilitation techniques, the problem can be arrested in most instances.

c. It is the objective of the EMPLOYER and AGMA to further and assist in all efforts to provide direction and assistance to performers in securing effective treatment for alcoholism and drug abuse. To that end, the EMPLOYER and AGMA agree that, in instances in which a presence of alcoholism or drug abuse is suspected, the member concerned will be directed to a medically approved facility for the assistance and, if said member fully accepts the assistance and if the medical advisor involved verifies that the illness is arrested, no disciplinary action will be taken by the

If however, the member concerned fails or refuses to accept assistance provided and to participate in the program to which the member is directed, then management shall be free to terminate the contract with the ARTIST.

d. Except as may be required by law or provided for elsewhere in this Agreement, EMPLOYER shall not be required to pay for any leave or any treatment referred to in this Paragraph 72.

73. RESIDENCY

Where there is a long-term residency and sponsor is providing meals, EMPLOYER agrees to meet with AGMA Delegates to discuss menus and meal times. It is understood that: 1) a reasonable number of choices, including vegetarian dishes and a range of beverages shall be available; 2) the quality shall be comparable to that of meals that could be purchased with meal money in the residency locale and 3) the artistic director, when on tour with the ARTISTS during a long-term residency with sponsor-provided meals will eat the same meals as the ARTISTS."

74. LABOR MANAGEMENT MEETINGS

The parties agree to conduct regularly scheduled Labor-Management meetings on mutually agreed dates (not during scheduled rehearsal time) to discuss pending issues.

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

AMERICAN GUILD OF MUSICAL ARTISTS

BALLET TECH

By: _____

By:

Linda Mays, President
President

Eliot Feld,

IN THE PRESENCE OF:

IN THE PRESENCE OF:

Date: _____

Date:

EXHIBIT "1"

RELEASE AGREEMENT

AGREEMENT between { Artist Name } and { Company } dated this ____ day of _____, 19__.

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 rehearsing for or 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 } and { date, time } under his/her Standard Artist's Contract for Employment with { Company }. { ARTIST } understands and agrees, however, that he/she will not be compensated for the period of services missed that his/her guaranteed weeks of employment for the contract year July 1, ____ through June 30, ____ will be reduced by ____ weeks (the same number of weeks for which ARTIST is hereby released), 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 { Company }."

{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 for any injuries arising out of or related to any activity associated with this engagement, including but not limited to

rehearsal, performance or travel to or from rehearsal or performance, whether or not I am covered by any other Worker's Compensation insurance. 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: _____