

Metadata header

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IDnum 225 **Language** English **Country** United States **State** MA

Union AGMA (American Guild Musical Artists)

Local

| Occupations Represented |
|----------------------------|
| Dancers and choreographers |
| |

Bargaining Agency Boston Ballet

Agency industrial classification (NAICS):

71 (Arts, Entertainment, and Recreation)

BeginYear 1999 **EndYear** 2002

Source <http://www.agmanatl.com/ContractsDance/BostonBallet1999-2002.htm>

Original_format PDF (unitary)

Notes

Contact

Full text contract begins on following page.

AGREEMENT made, executed, and delivered in the city of Boston, County of Suffolk, and State of Massachusetts, 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 BOSTON BALLET, a corporation organized under the laws of the State of Massachusetts, having its principal place of business at 19 Clarendon Street, Boston, MA 02116, (hereinafter called "EMPLOYER").

WITNESSETH:

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

1. EMPLOYEES COVERED

The EMPLOYER hereby recognizes AGMA as the exclusive collective bargaining agent for all Dancers, Apprentices, Narrators, Singers, Choreographers, Stage Managers and their Assistants, Stage Directors and their Assistants, (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".

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 ARTIST AGREEMENT 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) AGMA agrees to consider and act upon all charges filed in writing by the EMPLOYER against AGMA member(s) and shall conduct a hearing when warranted in accordance with the AGMA Constitution and By-Laws. The EMPLOYER agrees that such charge filed in writing with AGMA and acted upon by AGMA shall not be subject to arbitration.

(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 the Employees. (All ARTISTS engaged by the EMPLOYER covered by this BASIC 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, delinquent dues and initiation fees payable to AGMA shall be deducted from the compensation of ARTISTS and paid by the EMPLOYER to AGMA by separate check.

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 ARTIST AGREEMENT 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, 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 an ARTIST AGREEMENT (Exhibit A) which may contain terms and conditions additional to, but not in conflict with, the collective bargaining agreement. 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 approved 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 is the ARTIST AGREEMENT 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 ARTIST AGREEMENT.

(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 dancers 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 an ARTIST AGREEMENT during the term of this Collective Bargaining Agreement.

(d) EMPLOYER agrees that it will continue to employ during the

duration of its performances (tour) outside of the city of origination no less than the total number of dancers employed at the beginning of such tour, provided, however, that reduction in such total number may be made due to sickness or injuries but in no event less than 85% of the original total number.

(e) When ARTISTS are engaged on a weekly or Guaranteed Employment Basis, the ARTIST AGREEMENT may contain an option whereby the EMPLOYER may engage the ARTIST to render his/her services for an additional specified period of employment. This option may be exercised by the EMPLOYER only by delivering a notice in writing to the ARTIST and to AGMA not less than two (2) months from the final performance date in any contract year.

(f) All ARTISTS employed shall be notified of re-engagement including rank specification, or of non-reengagement, by written notification between January 15 and March 1, with a three (3) week period from the date of notification of reengagement to respond to the EMPLOYER as to whether they accept or decline the terms of their contract. The contract offer will be considered to be withdrawn unless the ARTIST has accepted the EMPLOYER's offer by the end of a three-(3)-week period from the date of notification. However if an ARTIST requests an extension of time from the EMPLOYER, the granting of such extension shall not be unreasonably denied. The EMPLOYER will be available for individual ARTIST/EMPLOYER negotiations during the first three (3) weeks after the contracts have been offered to the ARTISTS or the next employment weeks in the event one of said weeks is a layoff week. ARTIST's re-engagement notification cannot be withheld for any reason past the designated date of re-engagement notification.

(g) ARTISTIC EVALUATION shall be conducted by a member of the Artistic Staff in the presence of a witness and scheduled for every ARTIST at least one time prior to January 30. Records of this evaluation shall be in writing and accessible for review by the ARTIST. It is further agreed that this evaluation shall not be defined as a notice of reengagement or non-reengagement.

In the event an ARTIST has not received a satisfactory Artistic Evaluation, specific areas and suggestions for improvement will be included in the written evaluation, and the ARTIST shall have a period of not more than thirty (30) working days during which he/she will have the opportunity to make the necessary improvements. At a time mutually agreeable, but not more than thirty (30) working days following the first Artistic Evaluation, a second Artistic Evaluation shall take place.

(h) DANCERS shall not have the right to refuse to appear in any dancing role as assigned by the Artistic Director except when morally unacceptable to the ARTIST (e.g. nudity).

(i) AGMA agrees that all ARTISTS have the obligation to fulfill his/her ARTIST AGREEMENT. AGMA acknowledges that EMPLOYER has the

right to pursue all disciplinary avenues available to the EMPLOYER in instances in which an ARTIST wilfully chooses to default on the ARTIST AGREEMENT. These avenues include but are not limited to recourse to AGMA for institution of disciplinary proceedings in accordance with its Constitution and By-laws.

(j) ARTISTS entitled to seniority compensation provided for in Paragraph 17(b) herein shall be employed on a Guaranteed Employment basis as provided for in Paragraph 30(a) and (b) herein.

7. ASSIGNMENT OF ARTIST'S CONTRACT

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

8. REENGAGEMENT

The EMPLOYER will notify ARTIST(s) whom the EMPLOYER does not plan to re-engage for the following season in writing no later than February 15. Upon request, the EMPLOYER will furnish AGMA with a list of these ARTISTS.

9. LOWERING OF MINIMUMS AND WAIVERS PROHIBITED

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

10. AGMA COMMITTEE

A Committee shall be established to discuss and resolve issues which arise during the term of this BASIC 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, delegate(s) for the Principal/Soloist ARTISTS, delegate(s) for the Corps and an officer or representative of AGMA, when requested.

(b) Committee meetings are to be scheduled either upon request of the EMPLOYER or upon request of 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 the BASIC AGREEMENT. This one (1) hour is not to be included in compensated rehearsal/performance time

AGMA Committee agrees to review and discuss policy in a separate forum.

11. CHOREOGRAPHER'S CONTRACTS

Choreographers shall be compensated for their work as Choreographers, in addition to any and all compensation which may be due them hereunder for their work as Dancer, Stage Director, Stage Manager, or Assistant. The EMPLOYER shall make a written agreement with such Choreographers containing the terms and conditions, upon which the Choreographer agrees to compose choreography and the EMPLOYER agrees to engage the Choreographer to compose choreography and to compensate him therefore not less than the following:

ce piece choreographed by a NEW Choreographer, choreographing his/her first ballet for the EMPLOYER:

Fee: \$420.00 Royalties: \$31.50 per performance

or dance piece (defined as a dance piece of not more than ten-(10)-minutes duration and employing not more than four (4) dancers:

Fee: \$525.00 Royalties: \$36.75 per performance

r dance pieces:

Fee: \$840.00 Royalties: \$36.75 per performance

12. 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.

13. 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 for single performance 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, overmileage 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. The EMPLOYER shall provide means for the cashing of payroll checks on tour.

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

14. 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/her 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/her 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/her salary out of the security deposit shall be a waiver on his/her part of his/her right to terminate his/her contract with the EMPLOYER.

15. 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 established companies 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/her transportation and his/her 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.

16. DEFINITIONS

Whenever used in this Agreement, unless otherwise provided:

(a) Alternate - An Alternate is an ARTIST whose name appears on the posted casting and is scheduled to perform.

(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. ARTISTS may request, in writing, an Artistic Emergency Rehearsal if, for example, such ARTISTS feel their artistic standards would be endangered.

(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 and one-half (2-1/2) hour period with an interval of not less than twenty-five (25) consecutive minutes between. It is equivalent to one (1) full performance.

(d) The City of Origination - The City of Origination is Boston, Massachusetts.

An engagement will be considered outside Boston, Massachusetts 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 is 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 - A Dress Rehearsal is 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) An invited non-paying audience (optional);

5) No printed program or announcement stating cast or program credits.

Notification of dress/tech/general rehearsal make-up and hair requirements will be posted on the Company call board no later than half-hour call.

(g) Emergency Rehearsal - An Emergency Rehearsal is a rehearsal necessitated by the inability of an ARTIST, choreographer or choreographer's representative to perform services due to sickness, injury or severe weather conditions. Such Emergency Rehearsal shall be 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 - Extraordinary Risk is a performance or rehearsal a minimum of four (4) feet above the stage while suspended from trapeze wire or like contrivance or while performing on stilts or ramps, handling explosive devices, performing near or around fire. The EMPLOYER agrees that any construction or apparatus built above the stage floor or orchestra pit shall be of such stability, width and protective danceability and having the necessary railings as to assure the safety of the ARTISTS as determined by the majority of ARTISTS or AGMA representative. Any form of high risk feat endangering ARTIST to injury shall be determined by a local AGMA Committee and the EMPLOYER. For each instance of Extraordinary Risk the ARTIST shall be compensated at the rate of \$46.00 as of 7/1/99; \$47.00 as of 7/1/2000, and \$48.00 as of 7/1/2001, for the initial studio rehearsal wherein the Extraordinary Risk first appears, for each on-stage technical rehearsal, each Dress Rehearsal and each performance. The use of sharp weapons and swords shall be governed by the attached Exhibit #3.

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

(i) Free Day - A Free Day is 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 twenty-four (24) hour consecutive time period shall be counted from twelve (12) hours after the close of the last preceding performance. Each performance week shall have one (1) Free Day in each Monday through Sunday week. Each rehearsal week shall have two (2) Free Days within

each Monday-through-Sunday week. During a 5-day rehearsal week the consecutive Free Days shall commence at midnight and end at 11:00 AM in the morning of the third (3rd) following day. A travel call may take place not earlier than 8:00 A.M. following any Free Day.

(j) 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.

(k) Master Class - A teaching activity for non-company members within the profession for the purpose of giving instruction and criticism and to be compensated outside normal compensation.

(l) New Dancer - A New Dancer is a performer who has not previously been employed for twenty (20) weeks as an AGMA Dancer prior to signing the ARTIST AGREEMENT. A New Dancer shall remain at the New Dancer level of compensation for the duration of his/her initial contract.

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

(n) Overtime Rate – Time and one-half (1-1/2) based upon each ARTIST's applicable minimum weekly salary provided for in Paragraph 17(a)(1). ARTIST taking over rehearsal for a ballet master shall be paid at the Overtime Rate payable in one-half (1/2) hour increments. Tabulation of overtime must be submitted by the ARTIST to the EMPLOYER within one (1) week.

Penalty Rate – Double time based upon each ARTIST's applicable minimum compensation provided for in Paragraph 17(9a)(1).

(p) Performance - A Performance is 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) Full orchestra utilized;
- 4) There is a paying audience;
- 5) The program presented is a full performance.

(q) Performance Week - A Performance Week is 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/her 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.

(r) Principal Dancer is an ARTIST who has been so designated by the EMPLOYER in the ARTIST AGREEMENT and/or the public announcements, programs and other literature issued by the EMPLOYER.

(s) Rehearsal Assistant - An ARTIST may be invited by the Artistic Director to serve as a Rehearsal Assistant (RA) for a new or existing work. ARTISTS may decline to accept the invitation to serve as RA for any reason. Should ARTIST accept the designation as RA, such designation shall be posted on the callboard prior to the first rehearsal of the work for which they have been designated. In addition their name shall appear on the daily schedule for those rehearsals in which they are expected to fulfill the role of RA. Reporting to the Artistic Director, the duties of a Rehearsal Assistant shall include:

(i) Working with the Artistic Staff and/or choreographer's designate to set, restage or teach choreography to other ARTISTS.

(ii) Working with resident or outside choreographers to assist them in creating new works.

(iii) In the absence of a Ballet Master/Mistress, take charge of scheduled rehearsals for which they have been previously designated as RA.

(iv) If necessary, and on their own time, an ARTIST designated as RA may utilize study tapes, performance video and other documentation available to the EMPLOYER to review the designated work prior to the scheduled time of the rehearsal.

(v) For services set forth in this subparagraph "(s)" the ARTIST shall be compensated at the hourly rate of Forty-six (\$46.00) Dollars in the 1999/2000 season, Forty-eight (\$48.00) Dollars in the 2000/01 season, and Fifty (\$50.00) Dollars in the 2001/02 season which services may be scheduled and paid in one-half (1/2) hour increments.

(t) Rehearsal Week - A Rehearsal Week is a Monday through Sunday week. The EMPLOYER and AGMA agree that a Rehearsal Week will consist of five (5) days of rehearsal plus two (2) Free Days. The EMPLOYER shall schedule rehearsal weeks on a five (5) day basis except as provided in Paragraph 25(e). Rehearsal Weeks need not be consecutive.

(u) Residency - A Residency engagement is 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 is a span of time in which no ARTIST's activity such as class, warm-up, photo calls, costume fittings without compensation or travel may be scheduled. Rest Time means: Off-span (12 or 13) hours, 4th 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 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) Solo Dancer - A Solo Dancer is an ARTIST who has been so designated by the EMPLOYER in the ARTIST AGREEMENT and/or the public announcement, programs or other literature issued by the EMPLOYER.

(y) Spill-Over Rehearsals - A Spill-Over Rehearsal is an unscheduled rehearsal of the same ballet or rehearsal call which immediately follows a scheduled rehearsal and announced as such. Spill-Over Rehearsal shall not exceed one-half (1/2) hour per day per ARTIST under any circumstances and shall be compensated at the appropriate half-hour rate.

(z) Travel Overtime Rate - The Travel Overtime is, in each year of this agreement, the hourly rate of \$24.00 payable in one-half (1/2) hour increments.

(aa) Understudy - An Understudy shall be defined as any ARTIST so designated on the posted casting, and who may be called upon to perform a role in the event the ALTERNATE is unavailable or unable to perform. The term COVER when used within this agreement shall mean UNDERSTUDY. Furthermore, an UNDERSTUDY shall be required to attend all rehearsals while each dance piece is being set and to remain on call and be present during the performance for which the ARTIST has been assigned to understudy.

(bb) ON-CALL - An ARTIST who is listed on the casting as an Alternate or Understudy for a role shall be considered ON-CALL for performance(s) when that ARTIST is so designated on the posted schedule or casting for that performance. Unless an ARTIST is designated as performing or is designated as ON-CALL for a performance, that performance shall not count towards the number of rehearsal hours which may be scheduled for that ARTIST in that day.

The following shall apply to ARTISTS designated as ON-CALL:

(i) ARTISTS who are ON-CALL shall not be required to be present at the Theatre at half-hour call, but are required to be within thirty (30) minutes travel time of the theatre in the event they are needed for that performance.

Any ARTIST required to be at the theatre at half-hour call shall be considered as designated to perform and the ARTIST will prepare himself or herself accordingly.

(ii) ARTISTS who are ON-CALL shall make their whereabouts known to the Stage Manager as to where they can be reached by telephone from one hour prior to the advertised curtain time to one-half (1/2) hour after the advertised curtain time (a period of one and one-half (1-1/2) hours).

(iii) On single performance days, ARTISTS who are ON-CALL for that performance may be called to three (3) hours of rehearsal in that day.

(iv) On two (2) performance days, ARTISTS who are ON-CALL may not be called to any rehearsals without incurring Overtime/Penalty.

(v) In the event an ARTIST who is ON-CALL is actually called upon to perform in that performance, all scheduled rehearsal hours for that ARTIST in that day in excess of two (2), shall be compensated at the Overtime rate in one-half (1/2) hour increments.

17. COMPENSATION

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

| | 1999/2000 | 2000/01 | 2001/02 |
|----------------------------|-----------|----------|----------|
| Apprentice | \$315.72 | \$328.35 | \$343.13 |
| New Dancer | 629.17 | 654.34 | 683.78 |
| Corps Dancer | 796.11 | 827.95 | 865.21 |
| 3rd Year Corps Dancers* | 806.51 | 838.77 | 876.51 |
| Solo Dancers | 865.38 | 900.00 | 940.50 |
| 3rd Year Solo Dancers* | 898.32 | 934.25 | 976.30 |
| Principal Dancers** | 982.81 | 1022.11 | 1068.11 |
| 3rd Year Principal Dancers | 1012.28 | 1052.78 | 1100.15 |
| Extraordinary Risk | 46.00 | 47.00 | 48.00 |
| Single Delegate Fee | 85.00 | 90.00 | 95.00 |
| Split Delegate Fee | 100.00 | 105.00 | 110.00 |

*ARTISTS who have completed two (2) or more years at the Soloist or Corps Dancer Rank.

**Those Dancers who are paid above Principal minimum and applicable seniority ("Overscale Principal") shall receive not less than \$45.00 increase in salary.

The ARTISTS of Boston Ballet will elect no more than two (2) representatives to share a seat on the Company's Strategic Planning Committee.

In addition to the above rates, the EMPLOYER agrees to recognize Cost of Living Adjustment under the following formulae:

(2) If the percentage increase in the Bureau of Labor Statistics Consumer Price Index, Urban Wage Earners and Clerical Workers - New Series for the City of Boston, Massachusetts, in September of 1999 exceeds such Cost of Living Index for September 1998 by greater than 6%, then with the exception of the Third Year Solo Dancer Rate, all minimum compensation rates specified in Paragraph 17(a)(1) of this Agreement shall be increased by such excess percentage over 6% but not exceeding 10%, effective with the first pay period following July 1, 2000. With respect to the Third Year Solo Dancer Rate, if the percentage increase referred to above is in excess of 9%, then the Third Year Solo Dancer Rate shall be increased by such excess percentage over 9% but not exceeding 10%, effective with the first pay period following July 1, 2000.

(3) If the percentage increase in the Bureau of Labor Statistics Consumer Price Index, Urban Wage Earners and Clerical Workers - New Series for the City of Boston, Massachusetts, in September of 2000 exceeds such Cost of Living Index for September 1999 by greater than 6%, then with the exception of the Third Year Solo Dancer Rate, all minimum compensation rates specified in Paragraph 17(a)(1) of this Agreement shall be increased by such excess percentage over 6% but not exceeding 10%, effective with the first pay period following July 1, 2001. With respect to the Third Year Solo Dancer Rate, if the percentage increase referred to above is in excess of 7%, then the Third Year Solo Dancer Rate shall be increased by such excess percentage over 7% but not exceeding 10%, effective with the first pay period following July 1, 2001.

(4) Any ARTIST appointed by the EMPLOYER to take charge of an officially scheduled rehearsal, whether or not the Ballet Master is present, shall be paid the one-half (1/2) hour Overtime Rate for each such one-half (1/2) hour or fraction thereof. The ARTIST's uncompensated rehearsal hours shall not be utilized in lieu of payment for performing the service of replacement for Ballet Master.

(5) Hotels - The EMPLOYER agrees to provide and pay for hotel rooms, including taxes for all ARTISTS, on double occupancy basis. It is understood that double occupancy means that if two (2) unmarried persons are sharing the room, two (2) separate beds will be provided, unless otherwise requested. For any overnight touring, five (5) single rooms will be available on a rotating basis to be used by the highest ranking ARTISTS on that particular tour. Rank shall be determined first by principal or soloist, etc., and then by seniority

within that rank. This provision shall not apply to overnight tours to Cape Cod and the islands of Martha's Vineyard and Nantucket. ARTISTS will be responsible for the payment of all hotel costs beyond the basic room rate and taxes. EMPLOYER will provide ARTISTS with hotel information five (5) weeks prior to tour. 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 equal amount to one-half (1/2) the double-room rate plus taxes in the designated hotel, in addition to the meal allowance as follows:

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

| | 1999/2000 | 2000/01 | 2001/02 |
|-----------------------------|-----------|---------|---------|
| Breakfast: prior to 9:00 AM | \$ 8.50 | \$ 8.50 | \$ 8.50 |
| Lunch: Noon to 1:00 PM | \$13.50 | 13.50 | 13.50 |
| Dinner: after 6:00 PM | \$25.00 | 25.00 | 26.00 |
| Total Day: | \$47.00 | \$47.00 | \$48.00 |

The EMPLOYER shall be required to pay the appropriate meal money allowance whether or not the airline provides meal service or snacks

All ARTISTS, either weekly or per performance, shall receive per diem and/or meal money at least two (2) working days prior to departure.

(b) Seniority Minimum - Rehearsal and Performance Weeks

(1) The EMPLOYER agrees to pay to an ARTIST in the employ of the EMPLOYER for the appropriate period of time as defined hereafter prior to the effective date of employment the following compensation in addition to any minimum compensation provided for in this agreement:

(i)

| Seniority Years | 1999/2000 |
|-----------------|------------|
| 1 - 5 | \$ 7.00/wk |
| 6 - 10 | \$ 8.00/wk |
| 11 | \$ 9.00/wk |
| 12 & over | \$10.00/wk |

As clarification, the EMPLOYER agrees that seniority payment will accrue from level to level should an ARTIST be promoted, e.g., Corps to Soloist.

(2) For the purpose of determining eligibility of the ARTIST

for any of the seniority compensation provided for above, an ARTIST shall be required to have been employed by the EMPLOYER not less than twenty (20) weeks (not necessarily continuous) or for all of the employment provided by the EMPLOYER in any fifty-two (52) weeks preceding the effective date of the ARTIST AGREEMENT contract. Similarly, in order to be entitled to seniority compensation for more than one (1) year, such ARTIST shall be required to have been in the employ of the EMPLOYER not less than twenty (20) weeks (not necessarily continuous), or for all of the employment provided by the EMPLOYER in fifty-two (52) weeks in any additional one (1), two (2), or three (3) years preceding the fifty-two (52) weeks provided for in the preceding sentence.

The EMPLOYER shall give consideration to the accrual of seniority for an ARTIST who has been employed by the EMPLOYER less than twenty (20) weeks or for not all of the employment provided by the EMPLOYER in any fifty-two (52) weeks preceding the effective date of his or her individual contract.

If an ARTIST is not re-engaged by the EMPLOYER and is subsequently employed, then all prior accumulated seniority with the EMPLOYER earned up to the time of not being re-engaged shall be reinstated. If an ARTIST is offered re-engagement and ARTIST chooses not to accept that offer, then that ARTIST shall lose all accumulated seniority with EMPLOYER which shall not be reinstated in the event of future employment.

(3) Any ARTIST who is signed to a ARTIST AGREEMENT after the effective date of this Basic Agreement shall have his/her seniority compensation computed on the basis of the provisions contained herein. Any ARTIST who is already under contract at the time of the effective date of this agreement and who has been receiving seniority compensation under the Basic Agreement heretofore in effect shall not have any seniority compensation he/she is presently receiving diminished, but any additional seniority compensation to which he/she may be entitled under this Basic Agreement shall be computed on the basis of this Basic Agreement effective July 1, 1999.

(c) 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/she shall be paid not less than one-sixth (1/6th) of his/her agreed-upon weekly compensation for each such additional performance, except for Nutcracker performances which shall be paid at the rate defined in Paragraph 16(m).

(2) A Lecture/Demonstration shall count as one-half (1/2) performance 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 three (3) 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 and one-half (2-1/2) hour period with an interval of not less than twenty-five (25) consecutive minutes between. It is equivalent to one (1) full performance.

(3) All provisions of the Basic 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 the Basic Agreement relative to a two-performance day will apply. No ARTIST may appear in more than one Lecture/Demonstration on a performance day. In the event an ARTIST appears in a Lecture/Demonstration on a two (2) performance day for that ARTIST, such ARTIST will be paid not less than one-seventh (1/7th) of his/her agreed-upon weekly compensation for each such Lecture/Demonstration.

(5) Preview Performances will be considered full performances. See Paragraph 16(p).

(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) No stage makeup will be required for Lecture/Demonstrations, excepting special ethnic or character stage make-up integral to the Dance Piece. Make-up 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.

(13) The Choreography of 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.

(d) 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.

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

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

(1) There shall be no more than six (6) Apprentices;

(2) Apprenticeship shall be one (1) year in length;

(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 46(b) shall not be paid by EMPLOYER;
weekly salary shall be one-half (1/2) the New Dancer rate;

5) Apprentices shall be notified of engagement or non-engagement in accordance with Paragraph 6(f).

(6) Apprentices may not be used to fill feature (e.g., leading, principal or solo) roles.

18. 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 48. (Force Majeure or similar circumstances), the EMPLOYER shall not be liable for the compensation outlined above.

19. INTERMISSIONS

(a) The EMPLOYER agrees that there shall be 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.

(c) No rehearsals, walk-throughs, staging or spacing will occur during the first fifteen (15) minutes of any intermission. At the end of any intermission, the curtain may be delayed for up to five (5) minutes for the purpose of a rehearsal, walk-through, staging or spacing of the piece then being performed. This period shall commence when all ARTISTS are on stage and in place. Any violation shall be paid at the overtime rate, payable in thirty (30) minute increments.

20. 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. Any infringement shall be paid at the overtime rate in thirty (30) minute increments.

21. SINGING AND SPEAKING ROLES

An ARTIST shall be compensated \$7.00 per performance for singing and/or speaking ten (10) words in a dance piece or dance work. An ARTIST who sings or speaks more than ten (10) words in a dance piece or dance work shall receive \$30.00 per performance in addition to weekly contractual compensation.

22. 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/her full regular weekly performance salary, except as provided in Paragraph 17(d).

(b) The EMPLOYER may lay off ARTISTS in Boston, Massachusetts without any compensation. The EMPLOYER agrees that all employment outside Boston, Massachusetts shall be continuous, and each ARTIST shall be compensated therefore at his/her performance week salary, and that it shall not lay off an ARTIST in any place other than the City of Origination.

(c) No lay-offs or return to employment shall occur without four (4) weeks prior written notification to each ARTIST.

(d) When the ARTIST returns to employment following a lay-off period, the EMPLOYER agrees that the rehearsal schedule will be posted by noon three (3) working days before the beginning of rehearsal.

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

23. NON-CITIZENS

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

to fulfill due to the sole fact that the ARTIST is unable to leave the United States and perform in a foreign country because of his/her lack of citizenship. Where the EMPLOYER so exercises his/her right to suspend payment, then the EMPLOYER shall pay per diem to the ARTIST for each day payment is suspended.

24. REHEARSALS DURING PERFORMANCE WEEKS

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

(1) The ARTIST shall not be required to rehearse in excess of two (2) hours on a performance day unless there is a dress rehearsal, when the ARTIST shall not be required to rehearse an excess of three (3) hours. The EMPLOYER shall schedule dress rehearsals on non-performance days whenever possible. During the two days in the theater prior to the opening of a series when there are technical rehearsals, the maximum number of consecutive hours of rehearsal for which an ARTIST may be called is three and one-half (3-1/2) hours, and rehearsals may not be resumed unless the ARTIST has had at least a one (1) hour rest period following three and one-half (3-1/2) consecutive hours.

(2) On non-performance days during performance weeks, the ARTIST may be required to rehearse not more than five (5) hours per day, i.e., rehearsals during performance week:

| | A | or | B |
|------------------------------|--------------------|----|--------------------|
| Other non-performance days: | 5 hrs. | | 5 hrs. |
| Day preceding opening night: | 5 hrs.(incl.dress) | | 4 hrs. |
| Opening night: | 2 hrs. | | 3 hrs.(incl.dress) |
| Subsequent performance days: | 2 hrs. | | 2 hrs. |

(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 24(b) of the 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 fifty-five (55) minute rehearsal period or during a ninety (90) minute rehearsal period on stage in the two (2) days in the theater prior to

opening of series.

(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 (e.g. 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/she 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.

(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.

During all performance weeks, all rehearsal and performance hours shall be scheduled within a nine (9) hour span with the following exceptions: the span may be ten (10) hours during the two (2) days prior to Opening Night and may be eleven (11) hours on days when there are Children's Matinee Performances. Rehearsals and performance hours scheduled beyond the above spans shall be paid for at the appropriate rate. The span shall be common to all ranks and shall commence with the first rehearsal or performance of the day.

(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 24(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 hourly rate of \$70.00 as of 7/1/99; \$75.00 as of 7/1/2000; and \$75.00 as of 7/1/2001 payable in one-half (1/2) hour increments with not less than a two-(2)-hour call.

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

- (1) Rehearsals within the elapsed thirteen (13) or twelve (12) hour period. See hourly Penalty Paragraph 24(c) 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 24(f) of the 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 compensation as provided in Paragraph 16(n) of the 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.

(k) On each performance day there shall be a fifteen (15) minute note session at the end of class. This shall not be counted as part of the working day, but all corps and soloists (by rank) shall be expected to attend, but are not expected to wear practice clothes or to dance full out. Notes shall be completed forty-five (45) minutes before the performance. A member of the artistic staff is expected to appear at the beginning of each session to conduct or cancel the notes. If no artistic staff member appears to conduct the note session, after a 5-minute period, notes are canceled.

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

(a) During rehearsal weeks the ARTIST may be called upon to rehearse not more than thirty (30) hours per week and not more than six (6) hours in any one (1) day. 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) If the ARTIST shall be required to rehearse more than thirty (30) hours per week or more than six (6) hours per day during a five-day week, he/she shall be paid additional compensation of not less than 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 (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 16(i) of this agreement, the ARTIST shall be compensated at the hourly rate of \$70.00 as of 7/1/99; \$75.00 as of 7/1/2000; and \$75.00 as of 7/1/2001 payable in one-half (1/2) hour increments with not less than a two-(2)-hour call.

(d) ARTISTS may not be required to rehearse sooner than thirteen (13) hours following the end of the last preceding rehearsal period. An ARTIST required to rehearse within the thirteen (13) hour period shall be compensated for such rehearsal at the appropriate hourly Penalty Rate. During all rehearsal weeks, all rehearsal hours shall be scheduled within the span set forth below and rehearsals scheduled beyond the applicable span shall be paid for at the appropriate rate. The span shall be common to all ranks and shall commence with the first rehearsal of the day.

The span shall be seven (7) hours. The first rehearsal shall begin at 11:30 a.m. and all rehearsal shall end by 6:30 p.m. On days in which ARTISTS are required to participate in fund raising or "cultivation" events, the span for that day for those ARTISTS participating in such fund raising or "cultivation" events may be eight (8) hours and these events shall end by 7:30 p.m.

(e) It is agreed that the EMPLOYER may submit a draft calendar that includes days off to the AGMA Committee which shall then meet with the EMPLOYER to mutually agree upon days off in order to best utilize available rehearsal space as well as to accommodate the artistic needs of the ARTISTS.

(f) All rehearsals where an audience is in attendance for fund raising and/or cultivation event shall occur during the defined rehearsal span as specified in Paragraph 25(d). Any ARTIST who is required to dance in a fund raising and/or "cultivation" event and/or rehearsal scheduled outside of the defined rehearsal schedule in Paragraph 25(d) shall be paid the hourly Overtime Rate in one-half (1/2) hour increments.

(g) During rehearsal weeks, compensation for posted rehearsals shall be computed in accordance with the schedule call or until dismissal, whichever is longer.

26. 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. Following a four (4) week lay-off or more, the ARTIST will be guaranteed not less than one (1) week of rehearsal before performances can continue.

(b) Class shall be made available to company members two (2) weeks prior to the first scheduled rehearsal week of the season, on a local option basis.

27. FREE DAYS AND HOLIDAYS

(a) During each rehearsal week, each ARTIST will receive two (2) Free Days as defined herein. If the ARTIST is required to perform or rehearse on a legal holiday set forth below or if the holiday is scheduled to be celebrated on the regular Free Day, the ARTIST shall receive an extra Free Day within the succeeding or preceding two (2) week period of employment except for the following holidays: Thanksgiving Day, Christmas Day and New Year's Day. On these holidays, the extra Free Day may be scheduled within the succeeding or preceding four (4) week period of employment. In the event that an alternate Free Day cannot be scheduled, the ARTIST will be compensated at one-sixth (1/6th) of the weekly salary. Each performance week shall have one (1) Free Day in each Monday through Sunday week with the Free Day occurring not later than the seventh (7th) day in the City of Origination, and the tenth (10th) day on tour or during NUTCRACKER, following the immediately preceding Free Day.

(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 Day, Christmas Day, New Year's Day and Easter Sunday. All such legal holidays shall be in addition to the regularly scheduled Free Days as set forth in (a) above. 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) 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.

28. REHEARSAL CONDITIONS - GENERAL PROVISIONS

(a) The EMPLOYER shall make best efforts not to schedule ARTISTS for two activities at the same time. In the event of such "double scheduling", ARTISTS shall promptly report to the EMPLOYER any instance where an ARTIST is scheduled for two activities at the same time, and the EMPLOYER will direct the ARTIST as to which activity to attend.

(b) Within the first four (4) hours of each ARTIST's individual rehearsal schedule, each ARTIST shall receive sixty (60) consecutive minutes rest time. The maximum number of consecutive hours of rehearsal for which an ARTIST may be called is three (3) hours. If the ARTIST is scheduled to rehearse for a fourth (4th) consecutive hour, he/she shall be compensated the Overtime Rate, and if the

ARTIST is scheduled to rehearse for a fifth (5th) or more consecutive hours such ARTIST shall be compensated at the Penalty Rate. Effective July 1, 1994, an ARTIST required to rehearse a fourth (4th) consecutive hour shall be paid at the Overtime Rate for the first thirty (30) minutes and any additional consecutive rehearsal time thereafter shall be paid for at the Penalty Rate in one-half (1/2) hour segments. The ARTIST will not be required to travel to another place of rehearsal during the one hour rest period.

The first two (2) days in the theater prior to the opening of each series, the maximum number of consecutive hours of rehearsal for which an ARTIST may be called is three and one-half (3-1/2) hours, and rehearsals may not be resumed unless the ARTIST has had at least a one (1) hour rest period. An ARTIST scheduled to rehearse a fourth (4th) consecutive hour shall be compensated at the Overtime Rate, and an ARTIST scheduled to rehearse a fifth (5th) or more consecutive hour will be compensated at the Penalty Rate.

(c) Floors of rehearsal and performance spaces shall be maintained in a safe and proper condition and regularly cleaned in a manner appropriate to the specific floor surface. In the event this is not done, any ARTIST may bring this to the attention of the EMPLOYER and the situation will be corrected in a timely manner.

(d) The ARTIST shall be given one 5-minute break during each hour of rehearsal. See Paragraph 24(a)(4).

(e) 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.

(f) It is the intent of the EMPLOYER to provide adequate rehearsal time, including overtime if necessary, as scheduled by the EMPLOYER for each ARTIST designated to understudy a role. Such ARTIST shall be designated as an UNDERSTUDY prior to the first rehearsal of that role except when a later designation is caused by an injury or illness.

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

(h) 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.

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

(j) All dress rehearsals or rehearsals requiring make-up must include a one and one-half (1-1/2) hour rest interval prior to the on-stage call for a dress rehearsal.

(k) 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.

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

(m) When two (2) rehearsals of different content are scheduled with one immediately following the other, and the ARTISTS called to the first rehearsal are the same as those called to the second, the second rehearsal may be started earlier than its scheduled time without penalty. If requested by the ARTISTS, a five (5) minute break will be taken prior to the start of the second rehearsal.

29. 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) During all rehearsal and performance weeks the complete and detailed individual ARTIST's schedule shall be posted by 12:00 noon two (2) working days in advance of the rehearsal, except for the first week of a rehearsal period in which a world premiere is being created or choreographed. In that event, the schedule will be posted not later than 12:00 noon one (1) working days in advance of the rehearsal. In the case of rehearsal days preceded by free days or layoff periods, the schedule shall be posted by 12 noon of the rehearsal day preceding a free day, and no later than 12 noon two (2) days in advance of the rehearsal day preceded by a layoff period. Complete program and casting shall be posted by 12:00 noon ten (10) working days prior to each performance. For each day a violation occurs, the EMPLOYER will contribute \$100 to the Dancers' Fund. 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.

Notwithstanding the above, the EMPLOYER may post a full company call for up to three (3) days for the setting or casting of ballets under the following conditions:

(i) A choreographer or choreographer's designate is present and is creating or setting a new work, a work new to the Company, or a work which has not been performed by the Company in the past three (3) years; or

(ii) A choreographer or choreographer's designate is present, who has never worked with the Company or has not worked with the Company in the past three (3) years, and is setting a work which has been performed by the Company in the past.

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

(d) The 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 readerboard, or announcement (unless specifically not requested by the ARTIST) shall be made to the audience. If EMPLOYER fails to comply, ARTIST shall be compensated \$50.00.

(f) Changes in the posted daily schedule may be made for rehearsal of six (6) or fewer ARTISTS without incurring a penalty when such change is the result of the absence of an ARTIST due to illness, injury, unexcused absence or severe weather conditions. Such change in schedule shall be permitted so long as the content of the rehearsal remains the same. The EMPLOYER shall attempt to notify the affected ARTISTS of any changes in the schedule (i) in person, or (ii) by telephone to their last known phone number. An ARTIST shall be exonerated for any lateness or absence from a scheduled activity unless such notification is given.

(g) If a Choreographer or a member of the Artistic Staff does not appear for a scheduled rehearsal, the ARTIST may leave the rehearsal after fifteen (15) minutes of waiting and nevertheless receive credit for that rehearsal or be paid at the overtime rate, whichever is applicable, it being understood that the ARTIST will contact the Company office before leaving the rehearsal. Further, such ARTIST will not be penalized for leaving the rehearsal studio.

30. GUARANTEED EMPLOYMENT

(a) The EMPLOYER guarantees any ARTIST entitled to seniority compensation not less than forty (40) weeks employment within forty-seven (47) consecutive weeks.

The week immediately following the NUTCRACKER production shall be a layoff week.

(c) Rehearsals in Boston, Massachusetts - When all ARTISTS under guaranteed employment contracts have commenced rehearsals prior to the Fall season, any rehearsal weeks in Boston, Massachusetts at any time subsequent thereto shall include all ARTISTS engaged on a Guaranteed Employment basis by the EMPLOYER who have already commenced rehearsals.

31. SINGLE PERFORMANCE

(a) In the event the EMPLOYER contemplates engaging Dancers, Narrators, Singers, Choreographers, Stage Managers, Stage Directors or their Assistants on a single performance basis, the EMPLOYER shall notify AGMA that he/she 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, including Stage Managers and Assistant Stage Managers, on a single performance basis, shall be paid not less than Two Hundred Eighty-eight Dollars and Ninety-four Cents (\$288.94) as of 7/1/99; Three Hundred Dollars and Fifty Cents (\$300.50) as of 7/1/2000; and Three Hundred Fourteen Dollars and Two Cents (\$314.02) Dollars as of 7/1/2001 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 17(a)(3) of the Basic Agreement, plus meal money allowance totaling \$47.00 as of 7/1/99; \$47.00 as of 7/1/2000; and \$48.00 as of 7/1/2001.

(c) Per Diem - Meal Money

In those instances where the ARTIST is required to perform outside the City of Origination, but is not required to remain outside Boston, Massachusetts overnight, the ARTIST will, in lieu of per diem provided herein, receive meal money as listed in Paragraph 17(a)(4). Such monies, either per diem or meal money, shall be distributed to the ARTIST at least 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 Eighty-four Dollars and Twenty-seven Cents (\$84.27) Dollars per hour as of 7/1/99; Eighty-seven Dollars and Sixty-four Cents (\$87.64); and Ninety-one Dollars and Fifty-nine Cents (\$91.59) Dollars per hour as of 7/1/2001. No free hours of rehearsal shall be permitted.

32. SUSTENANCE PAYMENT DURING TRAVEL

If an ARTIST under any type of employment contract is required to travel or be outside the Boston, Massachusetts at any time during the week which is neither a rehearsal week nor a performance week, he/she shall be paid not less than the applicable per diem for each day (beginning at midnight and ending the following midnight) or part thereof. The Company will provide, at its expense, hotel accommodations which take into account the safety, comfort and convenience of the ARTISTS. Overseas and/or foreign per diem shall be negotiated and contracted on a separate Overseas Rider.

33. 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. 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. 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 Origin, the EMPLOYER shall provide and pay for the transportation of such ARTIST from the Boston, Massachusetts to such point or points outside and the ARTIST's return transportation to Boston, Massachusetts.

(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 Boston, Massachusetts 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. The EMPLOYER shall arrange for full time storage of theatre cases which shall be made available to ARTISTS when needed upon five (5) working days notice.

(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 36(b) and 37(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.

(f) Travel on a Free Day

Whenever the EMPLOYER requires that the ARTIST travel on a Free Day, and such call will be for not less than two (2) hours, and the ARTIST shall be paid at the hourly rate of \$70.00 as of 7/1/99; \$75.00 as of 7/1/2000, and \$75.00 as of 7/1/2001 payable in one-half (1/2) hour increments.

(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 in not scheduling transportation between the hours of midnight and 8:00 A.M. except only by Pullman berth.

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 34., 35., 36. and 37. respectively shall be applicable.

(i) Travel Overtime Rates - The term Travel Overtime shall apply to those instances where the rate of payment is \$24.00 as of 7/1/99; payable in one-half (1/2) hour increments.

34. RAILROAD TRAVEL, CONDITIONS OF

(a) Pullman Berth to be provided - In the event that such 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.

35. 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.

36. 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) Between arrival and the next scheduled rehearsal there shall be a full three (3) hour rest period, however, in the last ninety (90) minutes class may take place. If the EMPLOYER shall violate the provisions in this paragraph, the EMPLOYER agrees to compensate each ARTIST at the hourly Penalty Rate for each hour or fraction thereof for each such violation. When traveling from the City of Origination, the ninety (90) minutes shall not apply when the distance traveled is seventy-five (75) miles or less, or if the time traveled is one and one-half (1-1/2)

hours or less.

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

(e) 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) All Company buses shall be designated as non-smoking buses.

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

37. 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) Unless specifically notified to the contrary, in writing, by the ARTIST prior to signing an ARTIST AGREEMENT, ARTIST's signature on the ARTIST AGREEMENT shall constitute ARTIST's consent for the EMPLOYER to use airplane travel.

(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/she 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 Boston, Massachusetts 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) Between arrival and the next scheduled rehearsal there shall be a full three (3) hour rest period, however, in the last ninety (90) minutes class may take place. The time off will be counted from the time of arrival at hotel. If the ARTIST is called upon to perform any services for the EMPLOYER during the established rest period following flight, the ARTIST shall be paid at one-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 eight (8) hours in one (1) day shall be compensated at the Travel Overtime Rate in one-half (1/2) hour segments.

38. 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) In the Wang Center the EMPLOYER will make best efforts to maintain the temperature at 70 degrees, 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 19.4 Celsius or above 33.3 Celsius.

At 19 Clarendon Street the EMPLOYER will maintain the temperature at 70 degrees, and no ARTIST shall be required to rehearse or perform when the temperature drops below 68 degrees (Fahrenheit) or exceeds 90 degrees (Fahrenheit) in the place of rehearsal or performance, or below 21.1 Celsius or above 33.3 Celsius.

These guidelines shall apply to changing room, fitting rooms, photographer studios and other locations in which the ARTIST must work at either location.

(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 (e.g. banks).

(e) If AGMA receives complaints that the home theaters have not met the health and safety standards set forth in the Basic 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 provide warm-up space including proper floors and barres during all performances.

39. 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 (e.g., jewelry, fans, and so forth) prior to performances and rehearsals where required.

(b) During the first week of employment, the ARTISTS (male and female) shall receive three (3) new pairs of tights and additional pairs of tights as needed thereafter, for performance only. All female ARTISTS shall be provided with dance trunks and all male ARTISTS with dance belts of their choice at the beginning of the first week of employment. If EMPLOYER requests ARTIST to purchase his/her own items, EMPLOYER shall reimburse a monetary equivalent.

An allotment of shoes shall be provided for each ARTIST as detailed in the Shoe Policy (Exhibit 4) and shall be made available to each ARTIST no later than one (1) week prior to the start of employment so as to allow the ARTIST to prepare said shoes for rehearsal or performance.

(c) 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.

(d) 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.

(e) 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.

(f) 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 Boston, Massachusetts 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.

(g) 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 secondhand performance tights, trunks, or dance belts of another ARTIST under any circumstances.

(h) 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.

(i) ARTIST, upon signing a ARTIST AGREEMENT, agrees to submit to EMPLOYER in writing their requirement for ballet shoes, including size, brand and special order, and EMPLOYER agrees to place a requested order. ARTIST 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.

(j) In the event an ARTIST is requested to utilize his/her own wardrobe (e.g. street clothes, not dance clothes) for rehearsals and performances, EMPLOYER agrees to compensate each ARTIST \$10.00 per rehearsal and per

performance in addition to any liability for damaged garments.

(k) 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 when requested by the ARTIST.

40. COSTUME FITTINGS

(a) Costume fittings will be scheduled and counted as rehearsal time. Should there be any infringement on the 4th, 5th and above consecutive hour, the ARTIST shall be compensated at the prevailing rate. Costume fittings may be called, counted and compensated for in fifteen (15) minute increments.

(b) If the ARTIST is called for costume fittings on the ARTIST's Free Day, such call will be for not less than two (2) hours for which the ARTIST shall be compensated at the hourly rate of \$70.00 as of 7/1/99; \$75.00 as of 7/1/2000; and \$75.00 as of 7/1/2001 payable in one-half (1/2) hour increments.

(c) 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.

41. 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.

42. 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, it shall receive permission for such photographing from the ARTIST, 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, such call will be for not less than two (2) hours for which the ARTIST shall be compensated at the hourly rate of \$70. as of 7/1/99; \$75.00 as of 7/1/2000; and \$75.00as of 7/1/2001 payable in one-half (1/2) hour increments.

(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 in any document which is solely under the EMPLOYER's control which have two (2) ARTISTS or less must be approved by the ARTISTS involved and shall carry the line: "Please credit Dancers - (Dancers' names)". If ARTISTS fail to show-up upon request to approve photographs, EMPLOYER shall consider said photographs approved without the consent of the ARTIST. If violated ARTIST shall receive Fifty (\$50.00) Dollars.

(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. In the event a photograph or other reproducible likeness (hereinafter "IMAGE") of an individual ARTIST, which has been paid for by the EMPLOYER, is used on promotional items offered for sale to the public, the EMPLOYER shall pay a fee of the below rates for such use to the ARTIST appearing in the IMAGE. This fee shall entitle the EMPLOYER to unrestricted use of the IMAGE on any products available for sale to the public:

| 1999/2000 | 2000/01 | 2001/02 |
|-----------|---------|---------|
| \$100 | \$100 | \$150+ |

(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.

43. STAGE MANAGERS

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

(b) Whenever a Stage Manager or an Assistant Stage Manager misses a company Free Day and is required to work or travel, he/she shall receive a compensatory Free Day off either six (6) weeks prior to or six (6) weeks after the missed Free Day or Days have occurred (within a six (6) week period).

(c) Stage Managers shall be compensated not less than One thousand sixty-five Dollars and Fifty-four Cents (\$1065.54) as of 7/1/99; One Thousand One Hundred Seven Dollars and Ninety-seven Cents (\$1107.99) as of 7/1/2000; and One thousand Fifty-seven Dollars and Eighty-three Cents (\$1157.82) per week.

Assistant Stage Managers shall receive not less than Seven Hundred Ninety-one Dollars and Ninety Cents (\$791.90) as of 7/1/99; Eight Hundred Twenty-three Dollars and Fifty-eight Cents (\$823.58) as of 7/1/2000; and Eight Hundred Sixty Dollars and Sixty-five Cents (\$860.65) per week.

If the Stage Manager or Assistant Stage Manager is required to appear outside the City of Origination, the EMPLOYER will provide the ARTIST with a hotel room explained under Paragraph 17(a)(3) of the Basic Agreement, plus meal money allowance totaling \$46.00 as of 7/1/99; \$47.00 as of 7/1/2000, and \$48.00 as of 7/1/2001.

(d) Stage Managers and Assistants shall have the same legal holidays as the ARTISTS.

(e) Stage Managers and their Assistants shall be employed upon AGMA contracts and receive all Retirement and Health benefits in the Basic Agreement.

(f) Stage Managers shall be engaged at least one (1) week prior to the opening of a season, and Assistant Stage Managers shall be engaged at least three (3) days prior to the opening of a season on a pro-rata basis.

(g) Stage Managers called to Emergency Rehearsals will be compensated at the hourly Overtime Rate for ARTISTS.

44. SINGERS AND NARRATORS

All Solo Singers, Narrators and Chorus Singers must be employed upon AGMA employment contracts at not less than the prevailing applicable AGMA wage rates in the geographic area where the performances are presented.

45. SOCIAL SECURITY, WORKERS COMPENSATION INSURANCE
AND
UNEMPLOYMENT INSURANCE

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

(b) The EMPLOYER agrees to obtain coverage for all ARTISTS employed hereunder as permitted under the Massachusetts Unemployment Insurance Law.

(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 ARTIST AGREEMENT 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.

46. AGMA RETIREMENT AND HEALTH (MEDICAL COVERAGE)
FUNDS

(a) Retirement

(1) The EMPLOYER acknowledges that this Collective Bargaining 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/her 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 the Collective Bargaining Agreement effective July 1, 1997:

| 7/1/99 | 7/1/2000 | 7/1/2001 |
|--------|----------|----------|
| 2.5% | 3.5% | 4.5% |

The EMPLOYER will establish a tax sheltered annuity program for the ARTISTS which will provide each ARTIST on an individual basis the right to determine whether he/she desires and thereby directs contributions to be made on the ARTIST's behalf by the EMPLOYER to the AGMA Retirement Fund or the tax sheltered annuity fund at the rate set forth in this Paragraph.

These contributions are to begin with the first employment under this Basic 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 47(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.

(c) EMPLOYER Contribution

(1) The term "AGMA Health Fund Plan A" shall describe the AGMA Health Fund Plan A presently entailing Aetna US Healthcare Insurance coverage, and more fully described in the AGMA Health Fund Plan A documents, for which plan carriers, policies, terms, and provisions may be amended by the Trustees of the AGMA Health Funds.

(2) The EMPLOYER hereby agrees to contribute the premiums for Individual Coverage to AGMA Health Fund Plan A, in accordance with the provisions of Paragraph 46(b), (c) and (d) of this Agreement for the benefit

of all ARTISTS eligible for AGMA Health Fund Plan A coverage. If an ARTIST has been employed for not less than four (4) weeks during a year beginning July 1 in any year, and if an ARTIST is employed for not less than one (1) week in any calendar month, he/she shall be guaranteed full medical insurance coverage for the entire month.

(3) 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.

(4) 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 one (1) month after the ARTIST's termination of employment.

(d) Family Coverage

The EMPLOYER agrees that he/she will deduct the difference between the cost of individual coverage and 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 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 and the AGMA Retirement Fund as follows:

(1) During employment weeks, the EMPLOYER will contribute as provided in subparagraph 46(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 Blue Cross, Basic Medical/Surgical and Major Medical coverage for the ARTISTS engaged on a Guaranteed Employment Basis.

(f) The EMPLOYER has established a dental insurance program for the ARTISTS and to which it contributes a portion of the premium of individual coverage and the ARTIST pays the remaining premium, depending on whether the ARTIST is covered on an individual or family basis. Effective 7/1/99 the EMPLOYER shall pay 100% of the premium for individual dental coverage.

47. SICK LEAVE

(a) The EMPLOYER agrees that if the ARTIST has at least one (1) year's seniority, as set forth in subparagraph 17(b)(2) of this Basic Agreement, the ARTIST 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 with the Company | 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.

ARTISTS with more than two (2) years seniority may use up to two (2) of their allotted sick days per year as personal days with the following restrictions:

(i) Personal days are to be used only for personal business, such as funerals, doctor's appointments or legal business, which cannot be accommodated during the regular scheduled breaks in the work schedule.

(ii) ARTISTS must notify the EMPLOYER not less than three (3) days in advance of the taking of a personal day so that any alteration in the daily schedule can be accommodated.

(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/her 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 47., the EMPLOYER agrees that where the cause of the ARTIST's absence is any injury or illness received during the course and scope of ARTIST's employment, he/she 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 47(b) above.

(d) In the event the EMPLOYER is required to comply with the Massachusetts State Disability Benefit Law, any disability benefits accruing to the ARTIST under such law shall be in addition to the payments the EMPLOYER is required to make pursuant to sub-paragraph (a), (b) and (c) of this paragraph.

(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 as a defense or in mitigation for recovery by the ARTIST, with reference to any claim he/she may have under any Workers Compensation Law or for negligence or otherwise, any provisions of this Paragraph.

(h) If an ARTIST is physically unable to perform as required by the ARTIST AGREEMENT, the ARTIST should request a medical leave of absence from the EMPLOYER.

(i) Extended Sick Pay - For all non-work related injuries and all illnesses, each ARTIST shall receive the sick pay as provided for in subparagraph

47(a)(1) above followed by a one-week waiting period, thereafter EMPLOYER shall pay the ARTIST \$250 per week each week the Company is working, for a period of six (6) calendar months.

(j) 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. The ARTIST shall also receive the paid sick time in accordance with the formula provided in subparagraph 47(a)(1) and then the Extended Sick Pay provided in subparagraph 47(i).

48. FORCE MAJEURE

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

"It is agreed that if by reason of fire, accident, strike or collective refusal to work by members of any union employed by the Dance Company, riot, Act of God, epidemic, war, the public enemy, or for any other cause of the same general class, the EMPLOYER is unable to conduct, or shall find itself compelled to cancel its scheduled rehearsals or performances of any of them (the foregoing being referred to as a "condition of force majeure"), the EMPLOYER may notify the ARTIST thereof, in writing, and thereafter the ARTIST (whether engaged on a weekly or per performance basis) shall not be entitled to compensation during the period of said condition of force majeure. Should such a condition of force majeure continue for a period of ten (10) days or more after such notice to the ARTIST, either party may during said period of continuance terminate this contract. The foregoing shall apply to any CONTRACT, whether or not ARTIST's services thereunder have commenced at the time of the condition of force majeure. In the event of such termination, the EMPLOYER will pay for all services rendered prior to the aforesaid condition of force majeure and transportation back to the City of Origination. Whether or not the ARTIST AGREEMENT is terminated by either party, the EMPLOYER shall pay to the ARTIST Eighty Dollars (\$80.00) for any day for which the ARTIST is employed outside the City of Origin and did not receive his/her individual contractual compensation, but for not more than the period of ten (10) days as set forth above."

49. FILMING, BROADCASTING, TELEVISION, ETC.

The EMPLOYER shall not videotape, film, broadcast, record or televise, including marketing for 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.

The foregoing notwithstanding, AGMA agrees that the EMPLOYER may make archival/study films on regular rehearsal time under the following conditions:

(a) All time spent in such filming shall be considered as rehearsal time and paid for at the appropriate rate contained in the Basic Agreement.

(b) These study films may be used exclusively for the purpose of recreating, restaging, restudying and recording choreography, and are to be used strictly as a record by the EMPLOYER only.

(c) The study films may be used by the EMPLOYER only with the consent of the "Owner of the Rights" to the dance piece, e.g., choreographer and/or dance company.

(d) ARTISTS may acquire copies of archival/study videotapes for personal documentation of career. It is further agreed that such copies will not be used by ARTISTS or anyone else for restaging or for sale. ARTIST shall not make any copies of said tapes, nor cause or allow any copies of said tapes to be made. ARTIST shall indemnify and hold harmless the EMPLOYER for all damages the EMPLOYER may incur from any unauthorized use of said video tapes while, or as a result of, said tape being or having been in the possession of ARTIST.

(e) All such films must be taken in practice clothes and under rehearsal studio conditions.

(f) In the event the EMPLOYER violates any of the provisions contained herein or such videotapes or films are used by any person or corporation or organization other than the EMPLOYER for any purpose whatsoever, the EMPLOYER agrees that he/she will compensate all members of AGMA appearing in such film at the appropriate rate of compensation and conditions of the union having jurisdiction over such use.

(g) In the event that a local television news crew wishes to film or tape a portion of a rehearsal or a performance for a local television news release, the EMPLOYER must enforce the Articles stated in the attached Exhibit 2.

(h) Subject to the provisions of Exhibit 2, promotional news video tapes may be created and broadcast without penalty as long as the primary emphasis of the showing is news-related and the total air-time for any individual ARTIST does not exceed fifteen (15) minutes.

(i) These films may not be used for commercial purposes, theatrical exhibition or any other purpose other than specifically provided herein.

50. PARTIES BOUND BY THE AGREEMENT

This Agreement shall be known as the Basic Agreement and shall, subject to the approval of AGMA which approval shall not be unreasonably withheld, be binding upon and shall inure to the benefit of the signatories hereto and all parties who by reason of merger, consolidation, reorganization, sales, assignments, transfer or the like shall succeed to or be entitled to a substantial part of the business of any signatory, and the EMPLOYER agrees that its signature to this Agreement shall likewise bind any and all subsidiary or affiliated companies engaged in the production or management of Opera, Concerts, Concert Revues, Dance, Recitals, Oratorios, or any other performances within AGMA's jurisdiction.

51. ARBITRATION OF 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:

"Any controversy or claim arising out of or relating to this contract or the breach or interpretation thereof shall be settled by arbitration in New York City in accordance with the rules, then obtaining, of the American Arbitration Association. Either party may demand such arbitration in writing, which demand shall include the name of the arbitrator appointed by it. Within three (3) days after such demand, the other party shall name its arbitrator or in default of such appointment, such arbitrator shall be named forthwith by the Arbitration Committee of the American Arbitration Association. The two (2) arbitrators so appointed shall select a third (3rd) within a period of five (5) days from a panel submitted to them by the Arbitration Committee of the American Arbitration Association and, in lieu of their agreement upon such third (3rd) arbitrator, he/she shall be appointed by the Arbitration Committee of the American Arbitration Association. The hearing shall be held on two (2) days' notice and shall be concluded within fourteen (14) days, unless otherwise ordered by the arbitrators. The award of the arbitrators shall be within seven (7) days after the close of the submission of evidence. The arbitrator shall have no power to change, amend, modify, add to or otherwise alter this Agreement. An award agreed to by a majority of the arbitrators so appointed shall be binding upon both parties, and judgement upon such award may be entered by either party in the highest court of the forum, State or Federal, having jurisdiction."

In any such arbitration, AGMA may appear as amicus curiae with all the rights of a party thereto.

52. 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 by arbitration in the same manner as is provided in the quoted portions of Paragraphs 51. All arbitrations between the EMPLOYER and any ARTIST and/or between the EMPLOYER and AGMA shall take place in Boston, Massachusetts.

53. 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/her last known address and to him in care of AGMA.

54. 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. AGMA agrees to submit proposals for a new Basic Agreement no later than June 30, 2001.

55. AUTHORITY OF SIGNATORIES

Jeffrey Babcock hereby warrants and represents that he has the requisite authority as an agent and representative of the EMPLOYER to sign this Basic Agreement on behalf of, and to bind, the EMPLOYER.

56. 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.

57. NO WAIVER OF RIGHTS

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

58. 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 Massachusetts.

59. DISCRIMINATION FORBIDDEN

The EMPLOYER agrees that it will not discriminate against any ARTIST in compensation, performances, engagements, or in its general relationship with any ARTIST because of such ARTIST's activities in behalf of AGMA, nor shall the EMPLOYER discriminate against any ARTIST because of her/his race, sex, creed, color or affectional preference.

60. SEGREGATION

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

61. 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.

62. 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.

63. 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 dancers. 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.

64. LOCKOUTS AND STRIKES

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

65. 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.

66. CHOREOGRAPHER WORKSHOP

Choreographer workshop terms and conditions outside minimum guarantee set forth herein, is subject to AGMA approval.

67. BENEFIT PERFORMANCE

The EMPLOYER and ARTISTS will establish a jointly administered Dancers' Resource Fund (DRF) and schedule one public performance during each Repertory Season as a benefit and proceeds shall be contributed to said DRF for the benefit of Artists in time of need.

One EMPLOYER Representative will sit on the already established DRF Steering Committee. The primary role of the EMPLOYER Representative is to ensure proper oversight of the DRF relative to maintaining accurate records of earned benefits due to the ARTISTS. Furthermore the EMPLOYER Representative will ensure that the DRF meets all legal responsibilities of the EMPLOYER in accordance with its 501(c)(3) status for example, career transition, emergency loans, etc. The DRF Steering Committee will supply EMPLOYER Representative with bank statements and canceled checks for such purposes.

The EMPLOYER Representative shall have the right to disapprove an action of the DRF if such action might jeopardize the 501 (c)(3) status of the EMPLOYER.

All activities organized for the benefit of the DRF involving performances by ARTISTS before an audience shall be discussed in advance with the EMPLOYER as to date(s) and venue(s) of such performing activities.

In the event the DRF secures section 501(c)(3) or similar status, all funds and

assets of the DRF shall be transferred to an independent DRF account under the sole control of the ARTISTS and the foregoing paragraphs shall be null and void.

68. 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.

69. WORK POLICY

Students and Boston Ballet II Dancers shall only appear in the corps roles. The EMPLOYER will advise all guest choreographers of this provision.

70. SEVERANCE PAY AND CAREER TRANSITION

(a) Any ARTIST who has completed his/her fifth (5th) year of service or more with the EMPLOYER, and who has been notified that he/she will not be reengaged for the following season, will be paid an amount equal to one week of the then current minimum weekly base salary, as set forth in 17(a), for each year of employment with a maximum of seven (7) years.

(b) Any ARTIST who has completed an eighth (8th) year of service or longer 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 (1) week of the then current minimum weekly base salary, (provided for in Paragraph 17(a)(1) herein), for each year of service with a maximum of the below agreed years:

| | | |
|-----------|---------|----------|
| 1999/2000 | 2000/01 | 2001/02 |
| 8 years | 9 years | 10 years |

(c) Payments made under this Paragraph 70 will be made by the final payroll date of said ARTIST's regular season.

71. DRUG FREE WORKPLACE

ARTIST 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.

72. AGMA DELEGATE(S)

It is the primary responsibility of the AGMA Delegate(s) to represent the interests of the ARTISTS and AGMA in this Agreement with the EMPLOYER and to enhance communication and promote harmony in the workplace.

73. ON SITE CHILDCARE

ARTISTS are eligible to participate at their expense in Section 125 Dependent Care Withholding as a method of paying for work-related dependent care expenses on a pre-tax basis.

PHYSICAL THERAPIST

The EMPLOYER will make best efforts to provide that a Physical Therapist shall be available to the ARTISTS for the duration of each and every tour of one (1) or more week(s).

75. HEALTH RELATED SEMINARS

All ARTISTS shall be required to attend/participate in up to three (3) health related seminars paid for by the EMPLOYER during each year of this agreement. All time spent at such seminars shall be counted as part of the normal rehearsal hours available in any one week.

76. VACATION PAY

The EMPLOYER agrees to pay each ARTIST an amount equal to the below rates based on the ARTIST's minimum weekly base salary plus seniority and overscale, if any. Such payment shall be paid in two (2) equal installments in the biweekly paycheck most closely preceding December 15 and April 15 and earned during the applicable contracted year of employment

| 1999/2000 | 2000/01 | 2001/02 |
|-----------|---------|---------|
| 0% | 2% | 4% |

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

FOR THE AMERICAN GUILD
OF MUSICAL ARTISTS:

FOR BOSTON BALLET:

Linda Mays, President
Director

Jeffrey Babcock, Executive

IN THE PRESENCE OF:

IN THE PRESENCE OF:

Delegate

Delegate

Date: _____

Date: _____

EXHIBIT "1"

AGREEMENT between the _____ located at _____, hereinafter called the Company and _____, hereinafter called the Photographer, dated this _____ day of _____, 19__.

Whereby it is mutually agreed that the Company will admit the Photographer to the premises of the _____ Theater under the following conditions:

1. The Photographer agrees that any photographs taken in the _____ Theater will be used only for purposes of the Company's publicity, in newspaper, souvenir books, house programs or other publicity uses designated by the Company.

2. The Company agrees to compensate the Photographer for any photographs

ordered or used by the Company at a rate to be mutually agreed upon.

3. The Photographer agrees to submit all photographs of principal and soloist dancers to both the dancer involved and the Company for approval.

4. This agreement relates only the Company's publicity uses and no rights for any commercial use of any photograph taken in the _____ Theater are granted herein to the Photographer. For the purposes of this paragraph, the sale of a photograph of said dancer shall not constitute commercial use.

In witness whereof the Company and the Photographer have affixed their signatures below:

Photographer

(Dance Company)

EXHIBIT "2"

AGMA RULES FOR FILMING OR TAPING A PORTION OF A REHEARSAL FOR A LOCAL TELEVISION NEWS RELEASE

1. The performers' prior written consent must be filed at the AGMA office one (1) week prior to any filming or taping.
2. At least twenty-four (24) hours' advance written notice must be given to the performers and director or choreographer prior to the actual filming/taping.
3. The actual filming/taping shall not exceed one-half (1/2) hour of rehearsal time. No ballet may be filmed/taped in its entirety.
4. No more than three (3) minutes of the taped/filmed scene shall be used on a Local News Cast. The news clip may be shown on a local news program within forty-eight (48) hours before or after the official opening of the company at the local theater. A news clip of a Premiere may be shown, under the same conditions, during the season.
5. No payment for the performers shall be required, provided no payments are made to any other personnel employed in the production.
6. The three (3) minute news clip and the balance of the filmed/taped sequence

shall be destroyed after its use. Certification shall be given to AGMA that this has been done.

7. If there is any violation of any of the above listed regulations, or if the news clip is used or taken in any manner other than herein expressly authorized, the appropriate rates and conditions of SAG or AFTRA, whichever medium is used, shall prevail.

8. In addition to news coverage of segments up to three (3) minutes in length, recent practice of cultural affairs allows longer filming/videotaping for "magazine-format" for up to fifteen (15) minutes in length. The same protections against misuse apply as in "archival/study" filming/videotaping.

EXHIBIT "3"

AGMA REGULATIONS FOR SAFETY WITH SWORDS

The EMPLOYER agrees that whenever a production requires the use of swords, the following regulations shall apply, and further these regulations shall be issued to and shall be read by all ARTISTS who are assigned and who accept stage business requiring the use of swords.

1. The EMPLOYER shall engage an expert who shall be thoroughly familiar with the proper use and maintenance of the swords required in the production. This individual will instruct all ARTISTS, Covers and Stage Directors in the proper and safe use of the swords. This shall be a prerequisite prior to the issuance of any swords to any ARTIST for any rehearsal or performance. The Stage Director may not overrule the fencing/swordplay expert's judgement in this regard.

2. No ARTIST shall be required or permitted to handle any swords in either rehearsal or performance until such ARTIST feels confident that they have received adequate instructions.

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

4. It is agreed that at the commencement of each rehearsal involving swords or like instruments, performance tempos shall be modified to facilitate a proper warm-up and orientation prior to rehearsing at a performance-level tempo.

5. All swords or like instruments will be thoroughly inspected, cleaned and inventoried at the end of each rehearsal and performance by Employer's

Representative.

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

EXHIBIT "4"

SHOE POLICY

1. Each ARTIST is responsible for giving annual estimates to Company for their shoe usage considering the repertory for the next season as well as their shoe usage from the previous season. This estimate is only valid if the ARTIST gets his/her shoe order.

2. If said ARTIST requires more shoes than he/she estimates, ARTIST will be provided more shoes to finish the season. It will be the ARTIST's responsibility to let the shoe manager know within a reasonable amount of time that they will need more shoes.

3. If said ARTIST uses fewer shoes than he/she estimates, those shoes will go toward the following season's estimate.

4. If said ARTIST uses fewer shoes than he/she estimates and does not continue in the employ of the Company for the subsequent season, his/her shoes will be made available for sale to the new employer, or the ARTIST may purchase the shoes directly.

5. At the start of each season, each female ARTIST is allotted thirty (30) pairs of pointe shoes from which to rotate throughout the season. This group of shoes is known as the "season advance". Male ARTISTS may sign out up to three (3) pairs at one time. All shoes must be stamped with the current Boston Ballet stamp.

6. During the months of May 1 through September 30 female ARTISTS will be provided with one (1) pair of pointe shoes for each lay-off week and male ARTISTS will be provided with one (1) pair of ballet slippers for every two (2) lay-off weeks.

7. Before lay-off shoes are issued, all season advance shoes must be returned to the shoe manager within a week of the last performance of the season.

8. Character shoes must be signed out by the ARTIST. Any repairs will be made in a timely fashion. If new character shoes are needed by the ARTIST, they must inform the shoe manager in a timely fashion so that they may be ordered.

9. If ARTIST loses, except for theft, any of their allotted number of shoes, they are responsible for repaying the Company.
10. Lock Storage will be provided for each ARTIST to store their shoes at a location to be determined by the Company.
11. All shoes autographed by soloists and principals should be returned to the shoe manager in ten (10) pair increments. If you are asked to turn shoes in directly to the Boutique, you must obtain a shoe receipt prior to giving the shoes away. Shoe receipts are available from the Wardrobe Supervisor or Boutique Manager.
12. Before receiving new shoes, the ARTIST must turn in the same number of dead shoes. Only shoes with the current Boston Ballet stamp will be accepted.
13. If shoes that are ordered come to the shoe manager incorrect, please inform the shoe manager immediately so that they can be returned and another order processed.
14. The shoe manager will inform Dancers by voicemail and post on the call board, of shoe arrivals and it will be the Dancer's responsibility to check orders for correctness within ten (10) working days.
15. Shoes which have to be sprayed or dyed for performance will come out of the allotment. ARTISTs who do not turn shoes in to be sprayed by the posted deadline will have one (1) pair of shoes selected for them at the discretion of the shoe manager.
16. All performance shoe requirements will be posted two (2) weeks in advance of performance shoe turn-in deadline.
17. Each female ARTIST will receive one (1) roll of ribbon and sufficient elastic at the start of each and men shall receive sufficient elastic.
18. ARTISTs recognize that employer provided shoes shall not be used for outside engagements. ARTISTs may purchase shoes for outside engagements from the Company or pay a rental charge for a pair of shoes in the amount of \$5.00.
19. The EMPLOYER will exert their best efforts to provide for a manufacturer's shoe representative to be on the premises to measure and ascertain the proper shoe orders.
20. One week prior to 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.

