

Metadata header

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IDnum 351 **Language** English **Country** United States **State** WA

Union AGMA (American Guild of Musical Artists)

Local

Occupations Represented
Dancers and choreographers
Musicians, singers, and related workers
Actors, producers and directors

Bargaining Agency Pacific Northwest Ballet

Agency industrial classification (NAICS):

71 (Arts, Entertainment, and Recreation)

BeginYear 2002 **EndYear**

Source http://www.agmanatl.com/ContractsDance/PNB1999_2002.htm

Original_format PDF (unitary)

Notes

Contact

Full text contract begins on following page.

AGREEMENT made, executed, and delivered in the city of Seattle, County of King, and State of Washington, this ___ day of _____, 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 PACIFIC NORTHWEST BALLET, a corporation organized under the laws of the State of Washington, having its principal place of business at 301 Mercer Street, Seattle, Washington, (hereinafter called "EMPLOYER").

WITNESSETH:

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

SECTION I

1. EMPLOYEES COVERED

EMPLOYER hereby recognizes AGMA as the sole and exclusive bargaining representative for, and this Agreement shall cover, all dancers and apprentices employed by the EMPLOYER who rehearse and perform for the EMPLOYER (hereinafter called ARTIST(S)) in the city of origination, that geographical area defined in Paragraph 16 herein. This Agreement shall not be construed to extend or apply to bona fide student dancers, Narrators, Singers, Stage Managers and their Assistants, Stage Directors and their Assistants or Choreographers herein.

(b) AGMA represents to the EMPLOYER that it represents for collective bargaining purposes, a majority of the ARTISTS.

2. APPLICATION OF BENEFITS

The EMPLOYER agrees that the provisions of this agreement shall apply to and inure to the benefit of all ARTISTS employed or otherwise engaged by the EMPLOYER, or by an affiliate, subsidiary or the like of the EMPLOYER, directly or indirectly, or through agents/managers or independent contractors, notwithstanding anything herein to the contrary. Whenever there shall be used in this agreement any phrase of a more restricted meaning, such as, for example, "ARTISTS employed by the EMPLOYER" such phrase shall be deemed to mean "ALL ARTISTS employed or otherwise engaged by the EMPLOYER, or by an affiliate or subsidiary of the EMPLOYER, directly or indirectly, or through agents/managers or independent contractors."

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

expressly and specifically required in this Agreement. EMPLOYER retains the right to determine how many ARTISTS it will reengage from one season to the next.

3. MEMBERSHIP IN AGMA

(a) Until and unless the union security provisions of the Labor Management Relations Act, 1947, as amended, are repealed or amended so as to permit a stricter union security clause, the following provisions shall apply: "The EMPLOYER shall employ and maintain in its employment only such persons covered by this AGREEMENT as are members of AGMA in good standing or as shall make application for membership on the thirtieth (30th) day following the beginning of employment hereunder or the date of execution of this AGREEMENT, whichever is the later, and thereafter maintain such membership in good standing as a condition of employment." In the event said Act is repealed or amended as to permit a stricter union security clause the above provision shall be deemed amended accordingly. The provisions of this paragraph are subject to said Act.

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

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

(d) 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. INDIVIDUAL EMPLOYMENT CONTRACT

(a) No ARTIST may take part in any performances or rehearsals or do any work in preparation for a production without first signing a Standard Artist's Contract for Employment which shall state the ARTIST's rank and years of seniority. All contracts and agreements made by the EMPLOYER with the ARTISTS employed under this

Agreement shall conform in every respect to all the provisions of this Agreement and shall be executed only on the AGMA standard form of agreement (hereinafter described) in triplicate, one copy for the ARTIST, one for the EMPLOYER, and one copy 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. All ARTISTS with one or more consecutive years of seniority who are re-engaged for the following season shall be offered the same minimum number of work weeks for the subsequent season.

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

5. EMPLOYMENT PROVISIONS

(a) GUARANTEED EMPLOYMENT - The EMPLOYER and AGMA agree that the term "guaranteed employment;" (and engagement on "Guaranteed Employment Basis" as used in Exhibit "A" hereto) shall mean employment of the ARTIST by the EMPLOYER whereby the EMPLOYER guarantees the ARTIST not less than forty (40) weeks of employment in any period of twelve (12) consecutive months. All ARTISTS with seniority shall be offered the same minimum number of guaranteed work weeks.

(b) 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 a Standard Artist's Contract for Employment during the term of this Collective Bargaining Agreement.

(c) 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.

(d) When ARTISTS are engaged on a weekly or guaranteed-employment basis, the Standard Artist's Contract for Employment may contain an option whereby the EMPLOYER may engage the ARTIST to render his/her services for an additional

specified period of employment. This option may be exercised by the EMPLOYER only by delivering a notice in writing to the ARTIST and to AGMA one (1) month prior to the completion of the initial employment set forth in the Standard Artist's Contract for Employment. There will be a 3-month notice to the ARTIST of the possibility of the option.

(e) All ARTISTS employed shall be notified of re-engagement or non-reengagement, including rank specification, by written notification, on March 1 or on the last work day prior to March 1. EMPLOYER reserves the right to provide ARTIST notice of non-reengagement prior to March 1. The contract offer will be considered to be withdrawn unless the ARTIST has accepted the EMPLOYER's offer within four weeks after date of offer. Employer will make best efforts to be available for individual Artist/Employer discussions during the first week after contracts have been offered to Artists or the next employment week in the event said week is a lay-off week.

(f) 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 1. In the event there are any deficiencies or circumstances which are regarded as adverse to the proficiency or career growth of the ARTIST within the Company or the long-range plans of the Company, such deficiencies or circumstances shall be presented and discussed during the Artistic Evaluation. The ARTIST shall have the opportunity to ask questions and make comments during the evaluation process. If it is the EMPLOYER's intention at the time of this evaluation not to re-engage the ARTIST for the subsequent season, the Artistic Director must state such intent during this Artistic Evaluation. Complete records of this evaluation shall be in writing or on audio tape and delivered to the ARTIST for review. The ARTIST shall have the right to make additional written comments in response. It is further agreed that this evaluation shall not be defined as final notice of reengagement or non-reengagement.

(g) 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).

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

(i) In the event the EMPLOYER replaces the then-current Artistic Director(s) mid-season, each ARTIST employed by EMPLOYER at the time of such change shall be guaranteed reengagement at the ARTIST's current rank for the season immediately following such change.

(j) No ARTIST shall be demoted.

6. ASSIGNMENT OF ARTIST'S CONTRACT

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

7. REENGAGEMENT

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

8. 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.

9. AGMA COMMITTEE

A Committee shall be established to discuss and resolve issues which arise during the term of this MASTER 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 MASTER AGREEMENT. This one (1) hour is not to be included in compensated rehearsal/performance time.

10. PHYSICAL MAINTENANCE.

(a) On-site “maintenance” physical therapy services:

EMPLOYER will pay for the services of a Licensed Physical Therapist and Physical Therapist Aide on-site for fifteen (15) hours per week during all Company work weeks in Seattle. PNB will pay for the services of a Licensed Physical Therapist and Physical Therapist Aide at Seattle Sports Medicine for five (5) hours per week during all Company in-season Lay-off weeks. PNB will ensure that a Licensed Physical Therapist travels with the Company on tour.

These hours shall be in addition to the on-site Physical Therapy hours available for treatment of injuries for which an ARTIST has an open Labor and Industries Claim. These “maintenance” Physical Therapy hours are not to be used for injuries severe enough to require additional medical care or lost work days, as determined by the ARTIST or the Physical Therapist. For such more severe injuries, ARTIST will utilize the Washington State Labor and Industries Claim System to receive medical care.

(b) Reimbursement for “physical maintenance” related expenses:

EMPLOYER will, upon submission of receipts, reimburse each ARTIST on a Guaranteed Employment or full-season Weekly individual Contract of expenses the ARTIST incurs for services of licensed/certified chiropractors, massage therapists, acupuncturists or similar professional service practitioners utilized by the ARTIST to maintain physical condition during the season, up to a maximum four hundred dollars (\$400.00) in the 1999/2000 season (7/1/99 6/30/00), four hundred fifty dollars (\$450.00) in the 2000/2001 season (7/1/00 6/30/01), five hundred dollars (\$500.00) in the 2001/2002 season (7/1/01 6/30/02).

11. CONTRIBUTIONS TO EMPLOYER PROHIBITED

(a) No officer, director, employee or agent/manager of the EMPLOYER and no person who occupies the relationship of independent contractor to the EMPLOYER shall act as manager, agent or personal representative of any member of AGMA or receive, directly or indirectly, any compensation or remuneration of any kind or nature whatsoever from any member of AGMA. 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.

12. PAYMENT OF SALARIES

The EMPLOYER agrees that all ARTISTS, shall be paid by check or by direct deposit not later than 12:00 noon on the Friday of EMPLOYER's regular bi-weekly payment schedule. All overtime payments, penalty payments, over-mileage 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 verification form to the EMPLOYER. All overtime accrued shall be submitted by the ARTIST for payment within the week after it occurs, or the claim will not be applicable.

ARTISTS will be advanced one week's wages at the end of the first week of an employment period which follows a layoff of two or more weeks. If EMPLOYER's last regularly scheduled pay day of the ARTIST'S season falls in the week following the last work week of the season, EMPLOYER will advance one week's pay on the last Friday of the last week of work.

13. NON-PAYMENT OR PARTIAL PAYMENT OF SALARIES

(a) Non-payment, or partial payment of salaries, when due, shall be deemed a material breach of contract, giving any ARTIST the right to terminate forthwith his/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.

14. 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 its Employees. (All ARTISTS engaged by the EMPLOYER covered by this MASTER AGREEMENT are considered Employees within the meaning of the law.)

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

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

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

The EMPLOYER agrees that a special written assignment in the following

form, which may be contained in the Standard Artist's Contract for Employment with the EMPLOYER, will be acceptable for the purpose of this Paragraph:

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

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

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

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

(a) The EMPLOYER must carry at its expense adequate Worker's Compensation Insurance, securing to all of the ARTISTS, wherever they may work for the EMPLOYER, compensation for disability or death from injury arising out of and in the course of their employment without regard to fault as a cause of the injury, except that there shall be no liability for compensation when the injury has been solely occasioned by intoxication of the injured ARTIST while on duty, or by willful intention of the injured ARTIST to bring about the injury or death to himself or another. At any time during an ARTIST'S period of employment with EMPLOYER other than a lay-off period, ARTIST shall not perform any engagement outside his/her Standard Artist's Contract for Employment with EMPLOYER without first entering into a release agreement with EMPLOYER, and without first signing a worker's compensation acknowledgment, which shall both be substantially in the forms set forth in Exhibit C.

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

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

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

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

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

17. PARTIES BOUND BY THE AGREEMENT

This Agreement shall be known as the Master 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.

18. LOCKOUTS AND STRIKES

During the term of this Agreement, and any extension thereof, neither AGMA, its officers, or members, nor any of the ARTISTS covered by this Agreement, shall cause or authorize or participate in any strikes, work stoppages, sympathy strikes or similar activity that interrupts or impedes work or performances of the EMPLOYER. The EMPLOYER shall not engage in any lockout during the term of this Agreement, and any extension thereof.

19. DISMISSAL FOR CAUSE

EMPLOYER retains the right to dismiss the ARTIST for cause.

SECTION II - DEFINITIONS

20. DEFINITIONS

Whenever used in this Agreement, unless otherwise provided:

(a) 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.

(b) 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 service.

(c) The City of Origination - The term "city of origination" shall mean the city of Seattle, Washington.

An engagement will be considered outside the city of origination if such engagement takes place more than a radius of seventy-five (75) miles from the company's point of in-city departure.

(d) COMPOSITION OF THE COMPANY

1) If the EMPLOYER engages less than 26 Corps Dancers, including New Dancers, on a guaranteed employment basis, EMPLOYER may not engage or utilize student dancers in any rehearsals or performances.

2) During the 1999-2000 season (7/1/99—6/30/2000) no rehearsal or performance shall include a number of students which exceeds 50% of the number of Corps Dancers (including understudies) called to that rehearsal to rehearse corps roles or cast in that performance in corps roles.

3) During the 2000-2001 season (7/1/2000—6/30/2001) the following percentages of students may be utilized:

Number of Corps Dancers (including New Dancers) engaged on a guaranteed employment basis	Percentage of Corps Dancers (including understudies) who may be students in any rehearsal or performance:
30 or more	30%
28, 29	25%
26, 27	20%

4) During the 2001-2002 season (7/1/2001—6/30/2002) the following percentages of students may be utilized:

Number of Corps Dancers (including New Dancers) engaged on a guaranteed employment basis	Percentage of Corps Dancers (including understudies) who may be students in any rehearsal or performance:
36 or more	30%
33, 34, 35	25%
30, 31, 32	20%
27, 28, 29	15%
	10%

Other than as provided above, all ARTISTS (including students) may only rehearse or perform if engaged as an ARTIST pursuant to the terms of this Agreement; students so engaged may be engaged for performance weeks only.

5) A student will be engaged as a New Dancer (and may not rehearse or perform unless so Engaged) in the season following the season after which the student has cumulatively performed in five dance pieces or dance works.

6) Student roles and Nutcracker shall not be included in the application of the provisions of Subparagraphs (1) through (2) of this paragraph.

(e) Corps Dancer - A "Corps Dancer" shall be defined as an ARTIST who has been so designated by the EMPLOYER in the Standard Artist's Contract for Employment and/or the public announcement, programs or other literature issued by the EMPLOYER. For all purposes other than entitlement to minimum compensation as a Fifth Year Corps Dancer, Corps Dancer shall include New Dancer. A Corps Dancer shall become a Fifth Year Corps Dancer after four years of service as a Corps Dancer excluding service as a New Dancer.

(f) Curtain Time - Curtain time shall be defined as seven (7) minutes past advertised curtain time or the beginning of the music of the first (1st) dance piece whichever occurs first.

(g) Dress Rehearsal - The term "dress rehearsal" shall mean an appearance which includes the following elements:

- 1) All performing ARTISTS shall appear in full costume and make-up;
- 2) All scenery, lighting, props and costumes are utilized;
- 3) Full orchestra or performance music utilized;
- 4) May include an invited, non-paying audience;

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

Notification of dress/technical rehearsal make-up and hair requirements will be posted on the schedule in accordance with Paragraph 27.

(h) Emergency Rehearsal - The term "emergency rehearsal" shall mean a rehearsal necessitated by the inability of an ARTIST to perform due to sickness or injury when such emergency rehearsal is posted by the EMPLOYER not more than twenty-four (24) hours after the EMPLOYER learns of the emergency or when the EMPLOYER can submit proof to the AGMA delegates that the rehearsal could not have been scheduled at any other time. In any case, the ARTIST called for emergency rehearsals will receive the prevailing rate.

(i) Extraordinary Risk. The term "extraordinary risk" shall be applied to a performance or on-stage technical rehearsal or dress rehearsal which entails one or more of the following high risk feats for an ARTIST:

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

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

3) operating explosive or pyrotechnic devices;

4) handling fire or performing near or around fire;

5) any other form of high risk feat endangering ARTIST(S) to injury as mutually determined by a local AGMA Committee and the EMPLOYER prior to the first performance.

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.

For each instance of Extraordinary Risk the ARTIST shall be compensated at the rate of forty-four dollars (\$44.00) in the 1999/2000 season (7/1/99 6/30/00), forty-six (\$46.00) in the 2000/2001 season (7/1/00 6/30/01), forty-nine dollars (\$49.00) in the 2001/2002 season (7/1/01 6/30/02) for each on-stage technical rehearsal, each dress rehearsal and each performance.

If the agreed upon conditions of Exhibit B [AGMA REGULATIONS FOR SAFETY WITH SWORDS AND/OR PROPS AS WEAPONS] are met by the EMPLOYER, the use of sharp weapons, swords and/or other props as weapons shall not ordinarily be considered "extraordinary risk."

Mats shall be provided during any rehearsal in which gymnastic moves are executed.

(j) Free Day - The term "free day" shall be a period of twenty-four (24) consecutive hours during which the ARTIST may not be required to travel, rehearse, perform, or execute any service or obligation whatsoever for the EMPLOYER. The free day shall not be interrupted by photo calls, costume fittings, or any other service, nor shall any individual volunteer such service without prior written consent from AGMA. During performance weeks the 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. Services on a free day shall be paid at the penalty rate, with a three-hour minimum call.

(k) 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.

(l) 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.

(m) Mini-Performances - The term Mini-Performance shall mean an appearance of an ARTIST in a performance activity for primarily educational purposes which includes one or more of the following:

- (1) Any ARTIST appearing in full costume and/or stage make-up;
- (2) Utilizing scenery/sets, lighting and/or props used
- (3) Accompanied by more than one (1) live musical instrument.

Mini-Performances shall not exceed 75 minutes in length and shall contain no more than 60 minutes of dancing.

Mini-Performances shall count as a two (2) hour service credit.

Back-to-Back Mini-Performances shall be defined as two mini-performances performed consecutively on the same day in the same theater for two different audiences, separated by not less than a 25 minute nor more than a 45 minute break.

(n) New Dancer - A New Dancer is a Corps Dancer who has not previously been employed for twenty (20) weeks as an AGMA Dancer prior to signing the Standard Artist's Contract for Employment. A New Dancer shall remain at the New Dancer level of compensation for the duration of his/her initial contract.

(o) Nutcracker Pro Rata

(1) For additional performances of Nutcracker on tour and in the city of origination in a performance week, it is agreed that the ARTISTS will receive a per performance pro rata of one-sixth (1/6) of weekly compensation.

(2) For performances of Nutcracker on Pro Rata days as defined in Paragraph 22 (c), the ARTIST will receive a per performance pro rata of 1/6 of weekly compensation for each performance.

(p) Overtime - The term "overtime" shall apply to those instances where the rate of payment is the ARTIST's actual weekly compensation divided by thirty, times one and one half. 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.

(q) Penalty - The term "penalty" shall apply to those instances where the rate of payment is the ARTIST's actual weekly compensation divided by thirty, times two.

(r) Performance - The term "performance" shall mean an appearance that 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 or performance music utilized;
- 4) There is a paying audience;
- 5) The program presented is a full performance.

(s) Performance Week - The term "performance week" shall mean a week commencing on Monday and ending on Sunday, during which at least one (1) performance is given. If a contract begins on any day other than Monday, the ARTIST shall be paid on a pro-rata basis of one-sixth (1/6th) of his/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.

(t) Principal Dancer shall be defined as an ARTIST who has been so designated by the EMPLOYER in the Standard Artist's Contract for Employment and/or the public announcements, programs and other literature issued by the EMPLOYER.

(u) Rehearsal Week - The term "rehearsal week" shall mean 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 28 (e). Rehearsal weeks need not be consecutive.

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

(w) Rest Time - Rest time shall be defined as a span of time in which no ARTIST's activity such as class, warm-up, photo calls, costume fittings (except as provided for under Paragraph 38 (a)) or travel may be scheduled. Rest time is understood to mean: Off-span (12 or 13) hours, 4th consecutive work hour, break period after travel, time between matinee and evening performances, free day, the 1/2 hour between the end of class and a 12:00noon required service (except as provided for under Paragraph 38 (a)) the two hour period prior to performance with the exception of warm-up, the five-minute break time, intermissions (except as provided for in Paragraph 34 (c))/pauses and the time between the end of rehearsal and beginning of performance.

(x) 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.

(y) Solo Dancer - A "Solo Dancer" shall be defined as a ARTIST who has been so designated by the EMPLOYER in the Standard Artist's Contract for Employment and/or the public announcement, programs or other literature issued by the EMPLOYER.

(z) Spill-Over Rehearsals - The term "Spill-Over Rehearsal" shall mean an unscheduled rehearsal of the same ballet or rehearsal call which immediately follows a scheduled rehearsal and announced as such. 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.

(aa) Travel Overtime - The term "Travel Overtime" shall apply to those instances where the hourly rate of payment is the ARTIST's actual weekly compensation divided by thirty, times one.

(bb) Understudy - The term "understudy" for the purposes of this Agreement shall be defined as any ARTIST who is required to remain on call or be present during the performance for which he has been assigned to understudy. The requirement to call in prior to the performance shall not be considered a understudy if that ARTIST is not required to remain on call during the performance. Each performance for which an ARTIST is assigned to understudy shall be treated as a performance for that ARTIST for all purposes of this Agreement.

21. WORK POLICY

(a) Students shall not be cast in leading dancing roles. The EMPLOYER will advise all guest choreographers of this provision.

(b) Prior to the commencement of each season EMPLOYER and AGMA delegates shall meet and reach agreement as to which roles during the season constitute student roles.

(c) Prior to the commencement of each season EMPLOYER and AGMA delegates shall meet and reach agreement as to which roles during the season constitute leading roles.

SECTION III - COMPENSATION

22. COMPENSATION

(a) Minimum Compensation - Rehearsal/Performance Weeks*

	<u>1999/2000</u>	<u>2000/2001</u>	<u>2001/2002</u>
New Dancer**	450.00	475.00	500.00
Corps Dancer	757.00	795.00	835.00
Fifth Year Corps Dancer	767.00	805.00	845.00
Solo Dancer	850.00	909.00	973.00
Principal Dancer	1129.00	1208.00	1292.00
Extraordinary Risk	44.00	46.00	49.00
Delegate Fee	65.00	68.00	72.00

* EMPLOYER shall not reduce the compensation of any ARTIST whose actual weekly compensation is in excess of the minimum compensation set forth above.

** An ARTIST who was an apprentice during the 1998/99 season (7/1/98—6/30/99) shall receive at least \$587.00 as New Dancer minimum compensation, plus applicable seniority minimum, during the 1999/2000 (7/1/99—6/30/00) season.

(b) Seniority Minimum - Rehearsal and Performance Weeks

(1) In addition to any minimum compensation provided for in this Agreement, the EMPLOYER agrees to pay to an ARTIST in the employ of the EMPLOYER at least \$10 per week per year of seniority for the appropriate number of years of seniority, as defined hereafter, achieved by the ARTIST as of the effective date of employment.

(2) An ARTIST earns a year of seniority in any 52-week period during which he has been employed not less than 20 weeks, whether or not continuous, or For the purpose of determining eligibility of the ARTIST to 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 Standard Artist's Contract for Employment 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.

(3) Any ARTIST who is signed to a Standard Artist's Contract for Employment after the effective date of this Master Agreement shall have his/her seniority compensation computed on the basis of the provisions contained herein. Any ARTIST who is unable to fulfill his/her full year of contractual service in a particular season due to sustaining a debilitating illness or injury shall have that season counted toward the calculation of seniority and exit pay/severance compensation to which he/she may be entitled as provided for herein.

(c) Pro Rata Days

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

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

(d) Singing and Speaking Roles

1) An ARTIST shall be compensated \$7.35 in the 1999/2000 season (7/1/99 6/30/00), \$7.72 in the 2000/2001 season (7/1/00 6/30/01), \$8.10 in the 2001/2002 season (7/1/01 6/30/02) 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 \$31.50 in the 1999/2000 season (7/1/99 6/30/00), \$33.00 in the 2000/2001 season (7/1/00 6/30/01), \$35.00 in the 2001/2002 season (7/1/01 6/30/02) per performance in addition to weekly contractual compensation.

2) In addition to the compensation provided for above, each ARTIST who sings more than two songs in any dance piece or dance work shall receive an additional

\$5.00 for each such additional song.

(e) Unemployment Waiting Week Compensation. Each season each ARTIST shall receive the equivalent of his/her Employment Security Department one-week weekly benefit amount or \$300 whichever is greater, as compensation for the unemployment compensation waiting week. This amount shall be subject to standard deductions except union dues and shall be paid in the last paycheck of the season.

(f) Artist as Ballet Master. 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 half-hour overtime rate for each such half-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.

(g) Artist teaching Master Class. Any ARTIST teaching a Master Class will be compensated at a minimum fee of \$50.00.

(h) Severance Pay and Exit Pay.

1) Any ARTIST who has completed his/her fifth (5th) year of service or more with the EMPLOYER, upon cessation of employment with the EMPLOYER, shall be paid an amount based upon his/her actual weekly compensation for each year of employment with the EMPLOYER in an amount no less than set forth below:

2) Cessation of employment as a classical ballet dancer.

Years of service	Percentage of
Five	70%
Six	80%
Seven	90%
Eight or more	100%

3) Cessation of employment for other reasons

Ten	90%
Eleven or more	100%

4) Payments made under this Paragraph shall be made in the first pay period after the ARTIST'S receipt of his/her last weekly compensation or receipt of his/her last payment of time-loss benefits pursuant to Washington State law for work-related injury or illness (L & I payments), whichever is later.

(i) RETIREMENT AND MEDICAL COVERAGE

1) Retirement. EMPLOYER shall make a contribution to its established retirement plan for ARTISTS in an amount equal to:

<u>1999/2000</u>	<u>2000/2001</u>	<u>2001/2002</u>
4.0%	4.0%	4.0%

...of each ARTIST's gross compensation provided for under his/her Standard Artist's Contract for Employment. In addition to the foregoing, EMPLOYER shall contribute an amount equal to the ARTIST's contribution if any, up to 7.0% in the 1999/2000 season (7/1/99—6/30/2000), 8.0% in the 2000/2001 season (7/1/2000—6/30/2001), 9.0% in the 2001/2002 season (7/1/2001—6/30-2002) (inclusive of the 4% set forth above) of each ARTIST'S gross compensation. Any fees charged by the plan administrator shall be borne by the participating ARTIST(S) on a pro rata basis. The full amount of such contribution shall be made for all weeks the Artist is unable to work due to sickness or disability, whether or not non-work related, regardless of whether the Artist receives any compensation during such period.

2) Medical Coverage. The EMPLOYER will provide health insurance, equivalent or superior to the AGMA medical plan, for all ARTISTS while employed by the EMPLOYER, provided such employment exceeds four (4) weeks. Such coverage will provide basic health benefits and major medical benefits both inside and out of the city of origination.

3) Dependent Coverage. The EMPLOYER agrees that he will deduct the cost of Dependent Coverage from the compensation of any ARTISTS described in subparagraphs (b) above, who chooses to elect such additional dependent coverage.

4) Dental Coverage. The EMPLOYER shall establish dental insurance program for the ARTIST with the EMPLOYER paying seventy-five percent (75%) of the premium with the ARTIST paying twenty-five percent (25%).

(j) SICK LEAVE

(1) The EMPLOYER agrees that an ARTIST upon engagement shall be entitled to sick leave with full pay for not less than twenty-one (21) days during any

twelve (12) month period.

(2) 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.

(3) Notwithstanding any provision contained in this Paragraph 22 (j), the EMPLOYER agrees that where the cause of the ARTIST'S absence is any injury or illness received during the course of any performance or rehearsal, he shall be entitled to sick leave (whether separate, or partly or wholly continuous) with full pay for not less than twenty-one (21) working days during the term of this Contract, inclusive of the twenty-one (21) working days provided under sub-paragraph 22 (j) (2) above.

(4) Notwithstanding anything to the contrary, in the event ARTIST receives time-loss benefits under the applicable worker's compensation, disability and/or unemployment compensation laws simultaneously with the receipt of sick leave pay as provided herein, then EMPLOYER will pay only the difference between the benefits received and the sick leave pay specified herein. It shall be the individual ARTIST'S decision as to when to apply for either worker's compensation or sick leave.

(5) 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 or disability leave pay under sub-paragraphs (1), (2), (3), (9), and (10) of this paragraph.

(6) 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.

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

(8) If an ARTIST is physically unable to perform as required by the Standard Artist's Contract for Employment, the ARTIST should request a medical leave of absence from the EMPLOYER.

(9) Extended Sick Pay -- ARTISTS employed either on a Weekly Employment basis for more than 20 weeks or on a Guaranteed Employment basis shall be entitled to the following disability leave and pay, in addition to sick leave and pay as provided for in subparagraph 45(a) and (l/m) herein, when the ARTIST is physically unable to perform as required by his/her Standard Artist's Contract due to a non-work related injury or illness (including pregnancy, as provided for in paragraph 22 (j) (10), below):

Following a two-week period after the exhaustion of sick pay benefits: 50% of the ARTIST'S actual weekly compensation but not less than \$350 for each Company work week and the equivalent of the ARTIST's normal weekly Unemployment Compensation for Company lay-off weeks for a period of up to eight (8) calendar months for the 1999-2000 season; nine (9) calendar months for the 2000-2001 season; and ten (10) calendar months for the 2001-2002 season, or until the ARTIST is medically released to work, whichever is earlier.

In the event that an ARTIST is simultaneously eligible for time-loss benefits from Washington State Department of Labor and Industries due to a work-related illness or injury and disability pay as provided for herein, the ARTIST's status regarding payment of these benefits shall be determined by a consensus of opinion of the doctors responsible for the treatment of the separate conditions in question. Notwithstanding the foregoing, the ARTIST shall continue to receive Labor and Industries coverage for medical expenses incurred as a result of the work related illness or injury during this period, until medically released to work from that work related illness/injury.

(10) Where the inability to perform is a result of pregnancy or child birth sustained by the ARTIST, in addition to paid sick leave and disability leave as provided for in subparagraph (9) above, the ARTIST shall be entitled to an unpaid leave of absence without loss of position or seniority provided that ARTIST shall resume work not later than four (4) months after child birth or no less than 3 months after the birth of the child if ARTIST was disabled due to pregnancy for more than six months prior to the birth of the child.

(11) Insofar as can be determined, within one (1) week of an injury or the onset of illness, ARTIST will inform EMPLOYER of how many of their accrued sick pay days ARTIST may elect to use for that sickness or injury.

(12) EMPLOYER shall continue to provide health insurance and dental insurance coverage as specified in paragraph 22 (i) (2) and (4) during periods in which an ARTIST is receiving sick leave pay, disability leave pay, or is on an unpaid

leave of absence as provided for in subparagraph (10) above.

(13) ARTIST may accrue ten (10) unused sick days from one season of employment to the next.

(14) Up to seven (7) sick days may be used as personal days. In all cases, ARTIST shall endeavor to give as much notice as possible prior to the desired personal day. Only in cases of extraordinary circumstance or emergency will personal days be taken during performance weeks, the week prior to performance weeks, or the last week that a visiting stager or choreographer is rehearsing with the ARTIST seeking a personal day. Personal days may be used for guest artist engagements provided, however that no more than three (3) personal days are used for guesting engagements.

(k) Complimentary Tickets. EMPLOYER will supply each ARTIST with one (1) pair of complimentary tickets for each local series of performances when tickets are available.

(l) Physical Maintenance Reimbursement. See Paragraph 10 (b).

SECTION IV – LAY-OFFS & FREEDAYS

23. 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 22 (c).

(b) The EMPLOYER may lay off ARTISTS in the city of origination without any compensation. The EMPLOYER agrees that all employment outside the city of origination shall be continuous, and each ARTIST shall be compensated therefore at his/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 two (2) working days before the beginning of rehearsal.

(e) At the beginning of any season, the EMPLOYER will guarantee to the ARTIST not less than three (3) rehearsal weeks prior to the first performance week. Following a lay-off of two or more weeks, the ARTIST will be guaranteed not less

than two (2) weeks of rehearsal before the first performance week. Following a one-week lay-off, the ARTIST will be guaranteed not less than one (1) week of rehearsal prior to the first performance week unless the ARTIST performed the dance piece or dance work within five weeks prior to the date of lay-off.

24. FREE DAYS AND HOLIDAYS

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

(b) Each performance week shall have one (1) Free Day in each Monday through Sunday Week, with the Free Day occurring by not later than the tenth (10th) day following the immediately preceding Free Day. Notwithstanding the foregoing the EMPLOYER is allowed a span of thirteen (13) days between Free Days in Performance Weeks four times during the term of this Agreement and no more than two times in any one season.

(c)

1) ARTISTS may not be required to rehearse and/or perform, on the following legal holidays: Labor Day, Independence Day, Memorial Day, Martin Luther King Day, Thanksgiving, Christmas, New Year's Day and Easter Sunday. All such legal holidays shall be in addition to the regularly scheduled Free Days. Freedays shall not be scheduled on holidays. During rehearsal weeks, if the holiday falls on a scheduled free day, it shall be observed on the preceding Friday.

2) ARTISTS may rehearse or perform on a holiday during performance weeks and the week preceding a performance week. Except as otherwise agreed to by the parties, any such holidays shall be observed on the first work day after the conclusion of the performance week(s). An Employer shall utilize its best efforts not to schedule rehearsals on holidays during the rehearsal week preceding a performance week.

3) ARTISTS may be required to travel on a holiday to depart to or return from a tour. Except as otherwise agreed to by the parties, any such holiday shall be observed on the first work day following the conclusion of the tour. Employer shall utilize its best efforts not to schedule tour departure on a holiday

4) Except as provided above, an ARTIST who rehearses or performs on a holiday will receive an additional one-sixth (1/6) of his/her weekly salary.

(d) For tours that are in excess of twenty-one (21) days, the EMPLOYER shall designate the Free Day on the first working day or a mutually agreeable day immediately following the Company's return to the city of origination.

SECTION V – REHEARSAL/PERFORMANCE CONDITIONS

25. GENERAL PROVISIONS

(a) The EMPLOYER agrees not to schedule rehearsals which require an ARTIST to be available for any two (2) rehearsals occurring at the same time. In the event the EMPLOYER schedules such rehearsals, they shall be regarded as two (2) separate rehearsal hours, and the ARTIST shall be compensated as such unless the situation is corrected. The EMPLOYER'S ballet master or designated representative shall inform the ARTIST and the persons in charge of each affected rehearsal of this correction.

(b) Within the first four (4) hours of rehearsal 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, the first thirty (30) minutes of such 4th consecutive hour shall be paid at the overtime rate and any additional consecutive rehearsal time thereafter shall be paid for at the penalty rate in one-half (1/2) hour increments. The ARTIST will not be required to travel to another place of rehearsal nor will costume fittings be scheduled during the one hour rest period.

(c) When ARTISTS are required to execute movements which involve kneeling on the floor in any rehearsal room or on stage, the floor of such room or stage shall be maintained in proper condition for such work and cleaned immediately prior to the day such rehearsals occur.

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

(e) ARTISTS must have one and one-half (1-1/2) hours off between rehearsals called at two (2) different studio or theater locations if such locations are more than one-half (1/2) mile apart.

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

(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) In the event that an alternate cast does not have an orchestra rehearsal, the EMPLOYER shall make best efforts to provide taped music with performance tempo and appropriate orchestration for the final rehearsal prior to performance for such alternate cast.

(n) Rehearsals in the City of Origination - It is the intention of the parties to this Agreement that no ARTISTS will be required to perform a new ballet without direct instruction or coaching by the choreographer of the ballet or his/her representative, whenever possible in Seattle, the city of origination.

26. 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/EMPLOYER representative. These spaces must be approved and deemed not dangerous by the—Stage Manager/EMPLOYER representative.

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

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

(d) The EMPLOYER agrees to compile a listing of doctors (suitable for treating

the types of strain-injury usually sustained by dancers) in each city and town in which the company is scheduled to perform. The list of the doctors' names shall be listed on the tour schedule plus all other necessary information (i.e. banks). The EMPLOYER and AGMA assume no responsibility for the information provided to the ARTISTS. It is the sole responsibility of the ARTIST to ascertain the proper credentials of any person so stated on this information sheet.

(e) If AGMA receives complaints that the home theaters have not met the health and safety standards set forth in the Master 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, EMPLOYER shall arrange for adequate dressing rooms, which shall include 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 in the theater, body make-up will not be required; however, if EMPLOYER deems body make-up necessary in such theater, EMPLOYER will pay the ARTIST ten (\$10.00) Dollars for each dress rehearsal and each performance.

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 with best efforts provide warm-up space including proper floor and barres during all performances if no additional costs are incurred.

(i) The EMPLOYER agrees to exert its very best effort to secure for its ARTISTS special group discount rate for monthly parking passes in a specific designated lower level at Mercer Street Garage all rehearsals and performances. The expense of such parking passes shall be borne by the ARTIST.

27. POSTING OF REHEARSAL AND PERFORMANCE SCHEDULES

(a) A callboard 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 individual Dancer's schedule will be posted by 12 noon two (2) working days in advance of the rehearsal.

(c) During the first rehearsal week of a company premiere and the first two rehearsal weeks of a world premiere, said schedule may be changed and posted prior to 12 noon, one (1) working day in advance of the rehearsal. Except as noted above, no posted schedule may be changed without the agreement of the AGMA delegates, which agreement will not be unreasonably withheld for emergency or other unforeseen circumstances.

(d) During rehearsal weeks in which only ballets that are on the "active repertory list" are rehearsed, best efforts will be made to post the schedule by 12 noon three (3) working days in advance of the rehearsal.

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

(f) Casting for each performance shall be posted ten (10) days prior to that performance. Such casting shall be subject to change. For each day a violation occurs, the EMPLOYER will contribute \$100.00 to local Dancers' Fund if in existence or to the AGMA Emergency Relief Fund.

(g) The program of dance pieces, including casts, to be performed in the following week shall be posted on the bulletin board one (1) week in advance. Any change in casts following such posting shall be made by the EMPLOYER upon personal notification to each ARTIST involved twenty-four (24) hours in advance of performance, except in the case of emergency. For each day a violation occurs, the EMPLOYER will contribute \$100 to the local Dancer's Fund if in existence or to the AGMA Emergency Relief Fund.

(h) 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 in accordance with Paragraph 21 (c).

(i) In the event changes occur in the cast, EMPLOYER shall display at the time of the performance, reader boards or similar device, located upon every floor to which the audience has regular access, listing all role changes for soloists, principals and leading roles, including identification of the roles affected and the names of the

ARTISTS who will be performing those roles. If the EMPLOYER fails to comply, the ARTIST shall be compensated \$50.00.

(j) The EMPLOYER shall use best efforts to notify the ARTISTS by telephone or in person within one-half hour after curtain down on a performance day or dress rehearsal day and prior to 9:00 p.m. on a rehearsal day of any changes in rehearsal schedule for the following day. ARTISTS shall be exonerated for any lateness or missing rehearsals unless such notification shall occur.

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

(l) All ARTISTS scheduled for a particular performance shall arrive at the theater and sign-in on the official call board by one half hour prior to the scheduled start time of the performance ("half-hour call"). Except in the case of illness, or emergency (in which case the ARTIST will inform the stage manager), once an ARTIST has arrived and signed for half hour call, he/she shall not leave the theater until released by the Artistic Director or Ballet Master or until finished with the performance, including confirming with the stage manager that he/she is not needed for any roles for which he/she is an understudy for that performance.

28. 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 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 rate in accordance with Paragraph 16 (j) payable in one-half (1/2) hour increments with not less than a three (3) hour call.

(d) The ARTIST may not be required to rehearse sooner than thirteen (13) hours following the end of the last preceding rehearsal period. If the ARTIST is required to rehearse within the thirteen (13) hour period, he/she shall be compensated for such

rehearsal at the appropriate hourly penalty rate. All rehearsals during non-Nutcracker rehearsal weeks shall be scheduled within a seven-hour span. Rehearsals during Nutcracker rehearsal weeks may be scheduled within a nine-hour span. During non-Nutcracker rehearsal weeks, EMPLOYER shall maintain the current practice as follows: Class begins at 10:00am, rehearsal begins at 12:00pm and all rehearsals end by 7:00pm. During Nutcracker rehearsal weeks class begins at 10:00am, rehearsals begin at 12:00pm and end no later than 9:00pm. During Pacific Northwest Ballet School summer session, rehearsals begin at 12:30pm and end no later than 7:30pm.

(e) For each eight (8) weeks of employment, the EMPLOYER may schedule one (1) 6-day rehearsal week prior to a performance week. The limit of thirty (30) hours per week and five (5) hours per day shall prevail in all such 6-day weeks.

(f) Except in cases of emergency, ARTIST shall inform EMPLOYER as soon as possible, but in any event not later than 11:00 am, in any day that ARTIST will be unable to attend any rehearsal for which he or she is called that day, due to illness, injury or other unforeseen circumstance.

(g) Class prior to rehearsal is not mandatory. EMPLOYER agrees not to take role or attendance at any class.

29. REHEARSALS - MINIMUM GUARANTEE

(a) At the beginning of any season, the EMPLOYER will guarantee to the ARTIST not less than three (3) rehearsal weeks prior to the first performance week. Following a lay-off of two or more weeks, the ARTIST will be guaranteed not less than two (2) weeks of rehearsal before the first performance week. Following a one-week lay-off, the ARTIST will be guaranteed not less than one (1) week of rehearsal prior to the first performance week unless the ARTIST performed the dance piece or dance work within five weeks prior to the date of lay-off.

(b) Class shall be made available when any ARTISTS rehearse or perform and two (2) weeks prior to the first scheduled rehearsal week of the season. In any week when less than 4 ARTISTS are scheduled to rehearse or perform and during the two weeks prior to the start of the season, these may be classes provided by the Pacific Northwest Ballet School. When any ARTIST is rehearsing or performing, the class shall be noted on the posted schedule.

30. 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 in excess of three (3) hours. The EMPLOYER shall schedule dress rehearsals on non-performance days whenever possible.

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

	<u>A</u>	or	<u>B</u>
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.

In the event there are two (2) dress rehearsals on the day before opening, there shall be no dress rehearsal on the day of opening. In Seattle, Company will utilize Column A only. Company may schedule using Column B during performance weeks on tour.

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 30 (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 55-minute rehearsal period. The time of the 5-minute break shall be posted on the daily schedule.

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

(b) If the ARTIST shall be required to rehearse in excess of the maximum number of hours per day or per week, as above provided, he shall be paid not less than the rate of one-half (1/2) the hourly overtime rate for each such additional rehearsal half hour or fraction thereof. It is further agreed that spill-over overtime rehearsal as defined herein will be paid for at the rate of one-half (1/2) the hourly overtime rate for each additional half-hour of rehearsal or fraction thereof. Any 4th or more consecutive or more hour of service shall be paid for at the Penalty Rate in one-half (1/2) hour segments.

(c) The first required service of an ARTIST shall not be sooner than thirteen

(13) hours following the end of the last preceding performance or rehearsal period in the city of origination. On tour, there shall be a twelve (12) hours interval following the end of the last preceding performance and the next required service.

(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 30 (b) above.

(e) If the ARTIST shall be required to rehearse at any time during a Free Day, the ARTIST shall be compensated in accordance with Paragraph 20 (j) payable in one-half (1/2) hour increments with not less than a three (3) 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 Paragraph 30 (c) hourly penalty rate
- 2) Rehearsals after evening
 performance hourly penalty rate

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

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

(i) AGMA agrees, upon application by the EMPLOYER, to grant the EMPLOYER a waiver of the rehearsal provisions as set forth in Paragraph 30 (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 20 (h) 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.

31. Maximum Number of Performances

(a) The ARTIST may be required to take part in not more than seven (7) performances per week on tour and not more than eight (8) performances per week in the city of origination. If the ARTIST shall be required to take part in more than seven (7) performances in any week while on tour or more than eight (8) performances in any

week in the city of origination, he shall be paid not less than one-sixth (1/6th) of his/her agreed-upon weekly compensation for each such additional performance.

(b) Preview performances will be considered full performances. See Paragraph 20 (r).

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

(d) Each ARTIST shall receive in each performance week one (1) free day as defined herein.

32. Lecture/Demonstrations, Mini-Performances.

(a) A Lecture/Demonstration shall count as one-half (1/2) performance service providing that the total elapsed time including travel but excluding rest time between demonstrations does not exceed four (4) hours, and providing that each Lecture/Demonstration does not exceed fifty (50) minutes in length. If Lecture/Demonstration exceeds fifty (50) minutes in length, overtime shall apply in one-half (1/2) hour increments. There shall be not more than 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.

(b) All provisions of the Master Agreement with respect to rehearsal and travel will apply to Lecture/Demonstration.

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

(d) Rehearsal will be permitted following matinees and Lecture/Demonstrations only if there has been a one and one-half (1-1/2) hour rest period from curtain down time prior to the commencement of such rehearsal unless a shorter rest period between the matinee or Lecture/Demonstration/Mini-Performance and rehearsal is requested by ARTISTS .

(e) 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.

(f) 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.

(g) 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 or his/her designate is to examine the floor and assist in preparing the floor surface for the safety of the ARTIST.

(h) 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.

(i) Back-to-back mini-performances may be scheduled on a non-performance/non-dress rehearsal day without restriction. Back-to-back mini-performances may be scheduled on a one-performance day only under the following conditions:

1) There is no evening performance or evening dress rehearsal on the day before the day of the back-to-back mini-performances; and,

2) There are no more than four (4) regular performances in the performance week in which the back-to-back mini-performances are scheduled.

For the purposes of determining maximum number of performances and mini-performances allowed in a performance week only, each mini-performance shall count as one performance service and back-to-back mini-performances shall count as two (2) performance services. In accordance with paragraph 31(a), the ARTIST may be required to take part in no more than eight (8) performances/performance services in a week in the city of origination and not more than seven (7) per week on tour.

There shall be a minimum of a 30-minute rest period between the end of a mini-performance and the first scheduled rehearsal call.

Mini-performances scheduled on a performance day following a day which includes an evening performance or an evening dress rehearsal shall not be scheduled to start earlier than 11:30 am. The EMPLOYER shall make best efforts to schedule these types of mini-performances no earlier than 12:00 noon.

33. 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.

34. 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, notes, stagings, spacing or bows will occur during the first 15 minutes of any intermission unless requested by an ARTIST or in an emergency situation.

35. 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.

36. SINGLE PERFORMANCE

(a) In the event the EMPLOYER contemplates engaging Dancers on a single performance basis, the EMPLOYER shall notify AGMA that he intends to engage such ARTISTS on a single performance basis, whereupon AGMA and the

EMPLOYER agree to the negotiated minimum terms and conditions stated below.

(b) Compensation

1) Except as provided in (b) (2) below, all ARTISTS on a single performance basis, shall be paid not less than three hundred-five (\$305.00) Dollars as of 7/1/99, three hundred twenty-six (\$326.00) Dollars as of 7/1/00, and three hundred forty-nine (\$349.00) Dollars as of 7/1/01 for each single performance in the city of origination.

2) All ARTISTS engaged as Principal Character Artists shall be paid not less than one hundred fifty (\$150.00) per performance as of 7/1/99, one hundred fifty-eight (\$158.00) per performance as of 7/1/00, and one hundred sixty-five (\$165.00) as of 7/1/01. Prior to the commencement of each season EMPLOYER and AGMA delegates shall meet and reach agreement as to which roles during the season constitute Principal Character Artist roles.

(c) Guarantee of Rehearsal Hours

1) All ARTISTS engaged pursuant to Paragraph (b) (1) above shall be guaranteed not less than ten (10) paid rehearsal hours to be paid for at the rate of eighty-nine (\$89.00) Dollars per hour as of 7/1/99; ninety-five (\$95.00) Dollars per hour as of 7/1/00; one hundred two (\$102.00) Dollars per hour as of 7/1/01. No free hours of rehearsal shall be permitted.

2) All ARTISTS engaged pursuant to Paragraph (b) (2) above shall be paid for rehearsal hours at the rate of thirty (\$30) dollars per hour as of 7/1/99, thirty-two (\$32) dollars per hour as of 7/1/2000, and thirty-three (\$33) dollars per hour as of 7/1/01. No free hours of rehearsal shall be permitted.

37. COSTUMES, WIGS, SHOES AND MAKE-UP

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

(b) One week prior to the first week of employment, the ARTIST shall receive one (1) pair of point shoes, one (1) pair slippers and additional pairs of point shoes and slippers as needed thereafter.

(c) 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.

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

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

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

(g) The EMPLOYER agrees that while on tour it will carry the ARTIST's make-up and practice clothes from point to point. The EMPLOYER shall distribute the ARTIST's make-up and practice clothes to the make-up tables no later than one (1) hour prior to performance time. All ARTISTS' costumes will be distributed in dressing rooms both on tour or in city of origination no later than by half-hour call, and a wardrobe person will collect each ARTIST's costumes after the performance and return the costumes to be packed and stored. ARTISTS shall not be required to distribute or pack their own costumes at any time. Theater cases shall be delivered to the theater not later than one (1) hour prior to the first call of the day. ARTISTS may be required to carry one (1) set of practice clothes in personal wardrobe in certain instances.

(h) The EMPLOYER agrees ARTIST'S costumes will be cleaned at the beginning of each season and after fifteen (15) wearings of each costume thereafter. The EMPLOYER agrees to launder all washable performance items (e.g. tights, trunks, dance belts, unitards, etc.) after each performance. The EMPLOYER agrees to furnish two (2) T-shirts to all male ARTISTS to wear under costumes. ARTISTS will never be required to wear unlaundered tights and washable performance items of another ARTIST under any circumstances. Washable attached trunks of costume shall be laundered/hand-washed after each wearing when costume is shared. Dry-cleanable costumes shall be spot-cleaned in the groin/crotch and arm-pit areas after each wearing when costume is shared.

(i) The EMPLOYER shall supply each ARTIST with wigs, beards, hair pieces and/or costume jewelry that is required by the EMPLOYER to be worn by the ARTIST in any dance piece as well as socks necessitated by the costumes, which are to be distributed no later than one-half (1/2) hour prior to the performance.

(j) ARTIST, upon signing a Standard Artist's Contract for Employment, agrees to submit to EMPLOYER in writing their requirement for ballet shoes, including size, brand and special order, and EMPLOYER 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.

(k) In the event an ARTIST is requested to utilize his/her own wardrobe (i.e. street clothes, not dance clothes) for rehearsals and performances, EMPLOYER agrees to compensate each ARTIST \$10.00 per rehearsal and per performance in addition to any liability for damaged garments.

(l) Character skirts and practice tutus will be provided by the EMPLOYER for rehearsals as needed by the ARTIST. When actual costume is not available, EMPLOYER will provide comparable attire when requested by the ARTIST.

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

38. COSTUME FITTINGS

(a) Costume fittings may be counted in fifteen (15) minute increments. Fittings may only occur during work span or during rest time from 11:45 a.m. to 12:00 noon provided ARTIST is not scheduled for a 12:00 noon required service. Should there be any infringement on the 4th, or more consecutive hour, the ARTIST shall be compensated at the prevailing rate. [See Paragraph 25 (b)].

(b) The EMPLOYER agrees that any hours or fraction thereof spent by the ARTIST for costume fittings above those provided for in the preceding subparagraph shall be considered rehearsal time and compensated as provided in Paragraph 30 (b) or Paragraph 30 (f) of the Agreement. Costume fittings may be called, counted and compensated for in fifteen (15) minute increments.

(c) If the ARTIST is called for costume fittings on the ARTIST'S free day, such call will be for not less than three (3) hours for which the ARTIST shall be compensated at the hourly rate of ARTIST's actual weekly compensation divided by thirty, times two payable in one-half (1/2) hour increments.

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

(e) In the event an ARTIST is unable to attend his/her costume fitting due to his/her negligence, EMPLOYER may reschedule such costume fitting during the ARTIST'S rest time.

39. BENEFIT PERFORMANCE

The EMPLOYER and ARTISTS will establish a joint Labor/Management

Committee whose purpose shall be to discuss and develop a mutually acceptable benefit performance or event each season. A portion of the proceeds shall be utilized for a locally administered emergency fund or for a similar purpose to benefit the ARTISTS.

40. GUEST PERFORMANCES

ARTIST shall assume all responsibility and liability for securing the necessary performance rights (including, but not limited to, choreography, music, scenery, etc.) for all such "guest" performances. The above information shall be included and highlighted in the Guesting Release Agreement (Exhibit C). Any ARTISTS guesting during one or more of the guaranteed work weeks shall be removed from payroll if leave exceeds three (3) working days, plus any personal days used for guesting in accordance with Paragraph 22 (j) (12).

41. 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.

42. UNSAFE THEATERS

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 that 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.

SECTION VI – PUBLICITY/PHOTOGRAPHY/FILMING

43. 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.

44. PHOTOGRAPHY

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

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

(c) If the ARTIST is required to pose for photographs on the ARTIST'S free day, such call will be for not less than three (3) hours for which the ARTIST shall be compensated at ARTIST's actual weekly compensation divided by thirty times two 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

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

(g) ARTISTS may participate in the selection of solo and duo photographs used for publicity purposes. All ARTISTS shall have the right of approval of individual photographs of themselves and any accompanying biographical sketch used by EMPLOYER in the EMPLOYER'S souvenir program. ARTISTS' names shall appear along with all solo and duo photos on EMPLOYER brochures and publicity

material printed or released for printing by the EMPLOYER over which the EMPLOYER has final control.

(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 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.

45. FILMING, BROADCASTING, TELEVISION, ETC.

Except as provided herein the EMPLOYER shall not videotape, film, broadcast, record or televise, including marketing of videocassettes and/or in theater closed circuit television, any performances, rehearsals, concerts or engagements in which the ARTIST appears by wire, wireless, radio, telephone wireless process or any motion picture, recording, mechanical, electrical or telephone device now in use or hereafter developed or any combination of such devices; AGMA, however shall consider the request of the EMPLOYER for a waiver of the foregoing provision, and the granting of such waiver shall not be unreasonably withheld. EMPLOYER agrees to notify ARTIST as soon as such waiver is granted by AGMA. Any and all films/videotapes made under this paragraph may not be used for commercial purposes, theatrical exhibition or any purpose other than specifically provided for herein, unless a waiver allowing such use is granted by AGMA, and in the event EMPLOYER violates this provision the ARTISTS shall be compensated at no less than the applicable SAG/AFTRA rates and conditions. Nothing herein shall operate to relieve the EMPLOYER of ultimate responsibility for the safe keeping of the tapes or films and for the proper use thereof as provided in the Agreement except as provided for in (a) (3) below.

The foregoing notwithstanding, AGMA agrees that the EMPLOYER may:

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

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

2) Study films may be used exclusively for the purpose of recreating,

restaging, restudying and recording choreography, and are to be used strictly as a record by the EMPLOYER and the choreographer or his/her authorized stager only. ARTISTS' requests to review archival tapes shall not be unreasonably denied.

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

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

1) On a case by case basis the ARTIST may request to withdraw from any such filming or taping. Such request shall not be unreasonably denied.

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

3) News media video tapes may be created and broadcast on news programs, including magazine-type and entertainment programs, news documentaries and the like, provided that the total airtime does not exceed fifteen (15) minutes and no ballet is broadcast in its entirety. The EMPLOYER may request and AGMA will not unreasonably withhold or deny, a waiver of the foregoing provisions for specific projects. EMPLOYER may use copies of such videotapes for promotional purposes.

4) Except as provided for in Paragraph 22 of this Agreement (for overtime/premium situations defined elsewhere in this Agreement) no premium payments for the ARTISTS shall be required provided no premium payments are made to any other personnel employed by the EMPLOYER during the production of this videotape.

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

1) On a case by case basis the ARTIST may request to withdraw from any such filming or taping. Such request shall not be unreasonably denied.

2) At least 24 hours advance written notice must be given to the ARTISTS prior to actual filming/taping when archival tapes are made during in-studio rehearsals.

3) Videotaping for promotional tapes may take place during a regular rehearsal, performance or a call specifically for the purposes of such taping. All time

involved in such taping shall be considered called time and the provisions of this Agreement relative to rehearsal/performance conditions, hours available and rest breaks shall apply.

4) Promotional videotapes may be distributed, played and broadcast without restriction providing the total airtime for any on ARTIST does not exceed ninety (90) seconds and no ballet is shown in its entirety. The EMPLOYER may request and AGMA will not unreasonably withhold or deny a waiver of the foregoing provision for specific projects.

5) Except as provided for in Paragraph 22 of this Agreement (for overtime/premium situations defined elsewhere in this Agreement) no premium payments for the ARTISTS shall be required provided no premium payments are made to any other personnel employed by the EMPLOYER during the production of this videotape.

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

(e) Pacific Northwest Ballet agrees to exert best efforts to the extent that it has contractual rights to do so to compile a video tape, which has excerpts from archival video tapes of ballets danced by ARTIST. The intent of this tape is to document the ARTIST's career and ARTIST shall have the right to request one tape be made during his/her career at P.N.B. and one tape be made upon his/her retirement or non-reengagement from P.N.B. Excerpts shall be no longer than 3 minutes each and each tape shall not be longer than 30 minutes total. ARTIST shall be responsible to select specific excerpts for the tape and shall indemnify and hold EMPLOYER harmless for all damages caused by ARTIST which EMPLOYER may incur from any unauthorized use by the ARTIST of said video tape while said tape is or has been in the possession of ARTIST. ARTIST shall not make any copies of said tapes nor cause nor allow copies of said tapes to be made.

SECTION VII - TRAVEL

46. 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 origination, the EMPLOYER shall provide and pay for the transportation of such ARTIST from the city of origination to such point or points outside and the ARTIST's return transportation to the city of origination.

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

(d) Personal Baggage - The EMPLOYER shall provide and pay for the transportation of the ARTIST's personal baggage to such outside point or points and return to the city of origination up to the maximum limit provided by carriers for travel in the United States, and the EMPLOYER or the carrier shall be liable for any loss to the ARTIST on account of loss or damage to such baggage (ordinary wear and tear excepted) while in transit if the ARTIST shall have provided a suitable container therefore and shall have kept the same locked when not in use, but not in excess of One Thousand Dollars (\$1,000.00) for each ARTIST. While on tour, whether inside or outside the United States, personal baggage must be available to the ARTIST on a reasonable basis.

(e) Transportation to places of Performance or Rehearsal

The EMPLOYER agrees that in the event that the ARTIST while on tour only shall be required to perform or rehearse in any town at a place further than one-half (1/2) mile from a central point near which the majority of the ARTISTS shall be quartered (to be mutually agreed upon by the ARTISTS and the EMPLOYER), then bus or similar transportation to and from such place be provided for all ARTISTS by the EMPLOYER at its own expense. If the ARTIST is scheduled for rehearsal outside the theater of performance, the EMPLOYER will grant the ARTIST sufficient time to allow the ARTIST travel time to reach the theater of performance in addition to the time requirements of subparagraphs 47 (b) and 48 (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 three (3) hours, and the ARTIST shall be paid at the hourly rate of ARTIST's actual weekly compensation divided by thirty, times two.

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 9:00 A.M. on the morning following an evening performance.

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

(h) Method of Transportation

Where bus, airplane, railroad, or boat transportation is used, the special provisions set forth under Paragraphs 47, 48, 49 and 50 respectively shall be applicable.

(i) Travel Overtime Rates - The term Travel Overtime shall apply to those instances where the rate of payment is ARTIST's actual weekly compensation divided by thirty payable in one-half (1/2) hour increments.

(j) Theater Cases, see paragraph 37 (m).

(k) Airline flights Combined with Bus Travel. Where combined travel lasts four (4) hours, conditions of Paragraph 46 (e) shall prevail.

(l) 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 must be provided. If appropriate pairing cannot be achieved, EMPLOYER will recognize up to three (3) singles, to include at least one (1) man and one (1) woman. ARTISTS will be responsible for the payment of all hotel costs beyond the basic room rate and taxes. EMPLOYER will provide ARTISTS with hotel information five (5) weeks prior to tour. Any ARTIST who notifies the EMPLOYER within one (1) week after The EMPLOYER has provided hotel information 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:

(m) Per Diem.

1) On any day in which the ARTIST is required to be more than thirty (30)

miles from the in-city departure point:

Breakfast:	<u>1999/2000</u>	<u>2000/2001</u>	<u>2001/2002</u>
prior to 9:00 AM	\$10.50	\$11.00	\$11.50
Lunch:			
Noon to 1:00 PM	\$13.50	\$14.00	\$14.50
Dinner:			
after 6:00 PM	<u>\$27.00</u>	<u>\$29.00</u>	<u>\$31.00</u>
Total Day:	\$51.00	\$54.00	\$57.00

All Artists, either weekly and/or per performances, shall receive per diem and/or meal money two (2) working days prior to departure.

The EMPLOYER shall pay all ARTISTS the appropriate meal money allowance whether or not the airline provides meal service or snacks. On the day of return to the in-city departure point, the appropriate meal allowance shall include the allowance for the meal of that day which is immediately subsequent to the time of return.

2) SUSTENANCE PAYMENT DURING TRAVEL

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

3) Per Diem - Meal Money

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 46 (l) of the Master Agreement, plus meal money allowance totaling \$51.00 as of 7/1/ 99; \$54.00 as of 7/1/00; \$57.00 as of 7/1/01. In those instances where the ARTIST is required to perform outside the city of origination, but is not required to remain outside the city of origination overnight, the ARTIST will, in lieu of per diem provided herein, receive meal money as listed in Paragraph 46 (m). The appropriate meal money shall include the money for the meal of that day which is immediately subsequent to the time of

return on the day of return to the in-city departure point. Such moneys, either per diem or meal money, shall be distributed to the ARTIST not later than two (2) working days prior to scheduled departure.

47. BUS TRAVEL, CONDITIONS OF

(a) ARTISTS required to travel, rehearse and/or perform more than ten (10) hours in one (1) day shall be compensated at the travel overtime rate in half-hour segments. ARTISTS required to rehearse or perform after the 8th hour of required service on a travel day shall be compensated at the overtime rate. Travel will be counted from baggage call to arrival location, such time to include lunch stops and rest stops. Baggage call may be prior to 8:00 AM without penalty. 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 traffic accidents. A domestic or international travel overtime waiver will not be unreasonably denied.

(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. If after approximately four (4) hours of combined air and bus travel time ARTISTS are traveling by bus, a lunch stop of one (1) hour will be provided if the bus portion is to be longer than 60 minutes.

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

(g) Should the ARTISTS not receive a full hour lunch stop, ARTISTS shall be compensated at the travel overtime rate.

48. 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 CAB and IATA approved

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

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

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

The EMPLOYER will not be responsible for payment of the overtime travel penalty contained in this paragraph if the excess travel time was due to inclement weather, mechanical failure, or delay in departure or landing of the aircraft over which the EMPLOYER has no control.

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

for the transportation of the ARTIST between city, airport terminals and airports.

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

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

(h) 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 ten (10) hours in one (1) day shall be compensated at the travel overtime rate in one-half (1/2) hour segments. ARTISTS required to rehearse or perform after the 8th hour of required service on a travel day shall be compensated at the overtime rate.

(j) A domestic or international travel overtime waiver will not be unreasonably denied.

49. RAILROAD TRAVEL, CONDITIONS OF

(a) A Sleeping Berth is 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 sleeping berth for the ARTISTS. Where the circumstances set forth in the preceding sentence do not occur, then the ARTIST shall receive the difference in money between the fare actually paid by the EMPLOYER for the ARTIST and the cost of such individual sleeping berth.

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

50. 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.

SECTION VIII

51. 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.

52. FORCE MAJEURE

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

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

53. ARBITRATION OF STANDARD ARTISTS' AGREEMENT

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

In the event that a dispute arises during the term of this Agreement regarding the interpretation or enforcement of any sections of the Agreement including the arbitrability of any issue arising hereunder, either party may file a written grievance which states the specific sections of the Agreement alleged to have been violated and

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

54. ARBITRATION OF THE MASTER AGREEMENT

Any controversy or claim arising out of or relating to this contract or breach or interpretation thereof, including the arbitrability of any issue arising hereunder, shall be settled exclusively by grievance and arbitration procedure set forth in the quoted portions of Paragraphs 53. All arbitration between the EMPLOYER and any ARTIST and/or between the EMPLOYER and AGMA shall take place in the EMPLOYER'S city of origination.

55. 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.

56. 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 know address and to him in care of AGMA.

57. 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.

58. AUTHORITY OF SIGNATORIES

Dennis F. Dallara hereby warrants and represents that he has the requisite authority as an agent and representative of the EMPLOYER to sign this Master Agreement on behalf of, and to bind, the EMPLOYER.

59. 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.

60. 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.

61. GOVERNING LAW

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

62. DISCRIMINATION FORBIDDEN

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

63. SEGREGATION

No ARTIST will be required to appear in any theater 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.

64. ABSENCE OF MANAGER

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

65. CHOREOGRAPHER WORKSHOP

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

66. INDEMNIFICATION

The EMPLOYER retains the exclusive responsibility to provide a safe and healthful work place, 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.

67. 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.

68. PARAGRAPH HEADINGS

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

69. RACIAL, SEXUAL AND OTHER UNLAWFUL HARASSMENT.

Pacific Northwest Ballet is committed to providing a work environment that is free of discrimination and harassment. Unwelcome actions, words, jokes or comments based on an individual's sex, race, ethnicity, age, religion or any other legally protected characteristic will no be tolerated. Such behavior is a form of employee misconduct that demeans another person and undermines the integrity of the employment relationship and is strictly prohibited.

Any person employed by Pacific Northwest Ballet who wants to report an incident of unlawful harassment should promptly do so to his/her or her supervisor. If the supervisor is unavailable or the ARTIST believes it would be inappropriate to contact that person, the ARTIST should immediately contact the Managing Director, a member of the Artistic Staff, Human Resources Manager, of the Chairman of the Board of Trustees. ARTISTS can raise concerns and make reports without fear of reprisal.

Any supervisor or manager who becomes aware of possible unwelcome sexual or other unlawful harassment must handle the matter in a timely and, to the extent feasible, confidential manner.

Prompt disciplinary action will be taken against any person employed by Pacific Northwest Ballet who has engaged in harassment. Employees or witnesses who report harassment will not be subjected to any form of retaliation.

All complaints, investigations and reports made according to this policy will be kept confidential to the extent possible, consistent with conducting a full investigation and it is further agreed that any person employed by Pacific Northwest Ballet maintains any and all right as prescribed by state and federal laws.

The success of the EEO program and harassment policies depends largely on the attitudes and actions of each person employed by Pacific Northwest Ballet. It is the goal of Pacific Northwest Ballet to maintain a comfortable, friendly, non-coercive environment for all persons employed by Pacific Northwest Ballet.

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

FOR THE AMERICAN GUILD
OF MUSICAL ARTISTS:

FOR PACIFIC NORTHWEST BALLET
ASSOCIATION

Linda Mays, President

Dennis F. Dallara, Managing Director

Seth Belliston, Delegate

Jeremy Conner, Delegate

IN THE PRESENCE OF:

IN THE PRESENCE OF:

Date: _____

Date: _____

EXHIBIT "B"

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

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

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

1. The EMPLOYER shall engage a Fight Director (see subparagraph 9.) who shall be thoroughly familiar with the proper use and maintenance of the weapons required in the production. The Fight Director will be engaged during the rehearsal process to work with the ARTIST(S) and understudies in collaboration with the Choreographer or Stages. Instruction in the proper and safe use of the weapons shall be a prerequisite prior to the issuance of any weapon to any ARTIST for any rehearsal or performance. Where a question of safety exists in the opinion of the Fight Director, the Choreographer or Stager may not overrule the Fight Director's expert judgment.

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

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

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

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

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

7. The Fight Director will be present for at least one on-stage technical rehearsal to observe and to supervise the actual staging of the fight sequence.

8. In the event that the performance parameters change (by way of example without limitation: where a smaller stage diminishes individual ARTIST's parameters of safety necessitating fewer ARTISTS, fewer weapons, or revised choreography, the Fight Director will supervise restaging. Such restaging may be devised in advance in anticipation of a change in performance parameters (by way of example without limitation: in preparation for performances on smaller stages during tours).

9.* The Fight Director must hold current certification from the Society of American Fight Directors.

[*AGMA is willing to consider addition, appropriate certification and societies for inclusion in #9.]

EXHIBIT "C"

RELEASE AGREEMENT

Pacific Northwest Ballet agrees to release {ARTIST}

from _____ to _____
inclusive of travel and rehearsals in

for performances with _____

Notes: _____

In the event the ARTIST is released for more than three (3) days, the EMPLOYER may elect not to compensate the ARTIST on a pro rata basis.

Best efforts will be made that Pacific Northwest Ballet be given appropriate credit in all publicity and program copy as follows:

{ARTIST} appears through courtesy of Pacific Northwest Ballet

Sun	Mon	Tue	Wed	Thu	Fri	Sat

(signature Company Official)

(signature of ARTIST)

(Name and Title)

WORKER'S COMPENSATION ACKNOWLEDGMENT

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

{Signature of Artist}

Date: _____