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AGREEMENT made, executed, and delivered in the City, County and State of New York, as of the 20<sup>th</sup> day of August, 2005 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 1430 Broadway, 14<sup>th</sup> Floor, New York, New York 10018 (hereinafter called "AGMA") and the NEW YORK CITY BALLET, INC., a corporation organized under the laws of the State of New York having its principal place of business at the New York State Theater, Lincoln Center Plaza, New York, NY 10023 (hereinafter called "EMPLOYER").

W I T N E S S E T H:

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

SECTION ONE

1. EMPLOYEES COVERED

The EMPLOYER hereby recognizes AGMA as the exclusive collective bargaining agent for all Dancers, Narrators, Singers, Choreographers, Stage Managers, Stage Directors and their Assistants, (all herein referred to collectively as "ARTISTS") employed by the EMPLOYER. The EMPLOYER agrees that AGMA represents, for all collective bargaining purposes, a majority of the ARTISTS.

2. APPLICATION OF BENEFITS

The EMPLOYER agrees that the provisions of this BASIC AGREEMENT shall apply to and inure to the benefit of all ARTISTS employed or otherwise engaged by the EMPLOYER, or by an EMPLOYER affiliate, subsidiary or the like, of the EMPLOYER, directly or indirectly, or through agents or independent contractors, notwithstanding anything herein to the contrary. Whenever there shall be used in this BASIC 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 EMPLOYER affiliate or subsidiary of the EMPLOYER, directly or indirectly, or through agents or independent contractors".

3. MEMBERSHIP IN AGMA

(a) Until and unless the union security provisions of the Labor Management Relations Act, 1947, as amended, are repealed or amended so as to permit a stricter union security clause, the following provisions shall apply:

"The EMPLOYER shall employ and maintain in its employment only such persons covered by this BASIC 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 BASIC 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 BASIC

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 any action of AGMA which is in violation of the said Labor Management Relations Act.

4. DEDUCTIONS

(a) The EMPLOYER shall deduct all Social Security, Withholding Taxes, Disability Insurance and other Taxes, required by law, to be paid by the EMPLOYER for his Employees. (All ARTISTS engaged by the EMPLOYER covered by this BASIC AGREEMENT are considered Employees within the meaning of the law.)

(b) The EMPLOYER agrees that it will deduct ("Check-Off") 2.0% of the gross compensation earned and to be earned by each ARTIST covered under this BASIC 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" as certified by AGMA to be then in effect. For purpose of such deduction, travel expenses, meal money, per diem (to the extent provided for in this BASIC AGREEMENT) and any other 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.

On a regular basis, not to exceed monthly, the EMPLOYER shall remit to AGMA, by check drawn to the order of the American Guild of Musical Artists, the total amount of all deductions made during the said period for all such ARTISTS. The EMPLOYER further agrees that, upon written request of AGMA, delinquent dues and initiation fees payable to AGMA shall be deducted from the compensation of ARTISTS and paid by the EMPLOYER to AGMA by separate check.

At the time of such remittance, and together therewith, the EMPLOYER shall also furnish to AGMA a record certifying the names, Social Security numbers and total wages and deductions for the pay period of the ARTISTS on whose account such deductions were made. The EMPLOYER will not be liable for failure to make a deduction or deductions; however, the EMPLOYER will use reasonable care in making deductions.

5. 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 BASIC 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, and the EMPLOYER further agrees that nothing in this BASIC 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.

## 6. AGMA COMMITTEE

A Committee shall be established to discuss and resolve problems which arise during the term of this BASIC AGREEMENT. This Committee will operate as follows:

(a) The EMPLOYER agrees to the establishment of a Committee consisting of representatives of the DANCERS, representatives of the EMPLOYER, and the Corps Dancers and Principal Dancers' Delegates and an executive of AGMA. AGMA shall have the right to include representatives from other AGMA membership categories (e.g., production staff, singers) as needed.

(b) Committee meetings are to be scheduled either upon request of the EMPLOYER or upon request of AGMA. Any 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 restrictive to violations of the BASIC AGREEMENT and problems related 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 one (1) season. The EMPLOYER will cooperate with AGMA in setting up shop meetings on the first (1st) day of the rehearsal period, in order that AGMA members can elect a Delegate and a Committee and also acquaint the members with the provisions of the BASIC AGREEMENT.

## 7. INDIVIDUAL EMPLOYMENT CONTRACT

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

(b) Exhibit "A" Dancers, and Exhibit "B" Stage Managers, attached hereto are the Standard Artists' Agreements, approved by AGMA and to be entered into by the EMPLOYER with each ARTIST, subject to such additions thereto and modifications thereof as may be agreeable to the ARTIST and to AGMA but in no event inconsistent with this BASIC AGREEMENT and less favorable to such ARTIST. A schedule of rules and regulations, as approved by AGMA, may be attached to the individual contract.

(c) ARTISTS shall be employed on a single performance basis or on a 38-week guaranteed basis, except as hereinafter provided.

(d) EMPLOYER and AGMA agree that a minimum of 85 Dancers, excluding apprentices, seems to be the proper number for the company's present needs. EMPLOYER agrees to engage no fewer than eighty (80) Dancers on a weekly basis for no less than thirty-eight (38) weeks of guaranteed

employment in each year of this BASIC AGREEMENT provided, however, that the EMPLOYER may engage a Dancer on a weekly basis for a period of less than thirty-eight (38) weeks under the following conditions:

(1) as a replacement for a regular Dancer who is unable to perform due to illness or injury.

(2) as an additional Dancer if the production requires a greater number of Dancers than are available in the regular Company.

(3) if the EMPLOYER decides to increase the total number of Dancers engaged by the Company or replace a Dancer who has left the Company, he may engage such Dancer in that season for less than thirty-eight (38) weeks but no less than the total number of weeks remaining in that season.

(4) Dancers engaged under sub-paragraphs (1), (2) and (3) above must be engaged only for periods of full consecutive weeks - i.e., one (1), two (2), three (3) or more full weeks - and shall not be engaged for partial weeks, except on a single performance basis - except as otherwise provided in this BASIC AGREEMENT.

(e) EMPLOYER and AGMA agree to meet upon request of either party in the event the number of Dancers goes below 85 (but not below 80), or if the number of Dancers is already below 85 and is further reduced (but not below 80). The meeting(s) will be for non-binding discussion about, but not limited to, working conditions and economic issues related to the shortfall.

(f) EMPLOYER and AGMA agree that this BASIC AGREEMENT contains provisions that apply to a company with at least 80 Dancers engaged on a weekly basis, excluding Apprentices, and that if this minimum of 80 is breached, substantial and presently unforeseen workplace changes are likely to result, and therefore in the event of such a breach, EMPLOYER agrees to utilize the waiver process.

## 8. REENGAGEMENT

EMPLOYER will notify Dancer(s) whom the EMPLOYER does not plan to re-engage for the following season in writing no later than February 28, however EMPLOYER will use best efforts to notify such Dancer(s) by February 1. The EMPLOYER will furnish AGMA with a list of these Dancers at which time AGMA will review each case of non-reengagement and will make recommendations to the EMPLOYER. ARTISTS will make every reasonable effort to give notice of resignation no later than February 28<sup>th</sup> which is the end of the Winter season in New York for the ballet.

## 9. SINGLE PERFORMANCES

In the event the EMPLOYER contemplates engaging Dancers, Narrators, Singers, Choreographers, Stage Managers, Stage Directors or their Assistants on a single performance basis, the EMPLOYER shall notify AGMA that he intends to engage such ARTISTS on a single performance basis, whereupon AGMA and the EMPLOYER agree to the negotiated minimum terms and conditions for such employment prior to the ARTISTS' engagement.

## SECTION TWO

### 10. DEFINITIONS

Whenever used in this BASIC AGREEMENT, unless otherwise provided:

(a) Performance Week in New York City - The term "Performance Week in New York City" shall mean a seven (7) consecutive day period beginning with Monday and ending Sunday. The EMPLOYER agrees that Monday of each week shall be the Free Day during which the ARTIST may not be required to rehearse except as provided in sub-paragraph (e) below or as otherwise provided in the BASIC AGREEMENT.

(b) Rehearsal Week - The term "Rehearsal Week" shall mean a Monday through Sunday week. The EMPLOYER and AGMA agree that a Rehearsal Week may consist of either five (5) days of rehearsal plus two (2) free days or six (6) days of rehearsal plus one (1) Free Day. The EMPLOYER shall endeavor to schedule rehearsal weeks on a five (5) day basis whenever possible. Rehearsal Weeks need not be consecutive.

With the exception of scheduled orchestra rehearsals and a special festival situation, best efforts shall be made that there shall be no rehearsals scheduled prior to 12 noon. All rehearsals during the rehearsal period shall conclude by 7:00 PM with the exception of a special festival situation. (There shall be no rehearsals or costume fittings scheduled during the Artist's free hour). There shall be no rehearsals scheduled on Sundays during the rehearsal week, except the last two (2) weeks prior to each season in the City of Origination. Within the period of the last two weeks of the rehearsal period, the EMPLOYER will notify the ARTISTS on the schedule posted Thursday when and if the following Sunday will be a rehearsal day.

(c) Performance Week Outside of New York City - The term "Performance Week outside of New York City" shall mean a "week" commencing on the first (1st) day of employment and running for seven (7) consecutive days during which at least one (1) performance shall be given.

(d) The City of Origination - The term "City of Origination" shall mean the city of New York, New York.

(e) Free Day - The term "Free Day" shall be a period of twenty-four (24) consecutive hours [except as provided in Paragraph 42.(a)] 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.

(1) The EMPLOYER agrees that in each Rehearsal Week in the City of Origination, the Free Day will be Monday. The EMPLOYER further agrees that in each Performance Week in the City of Origination, the Free Day shall be Monday unless the ARTIST is given six (6) weeks notice of any change of his Free Day.

(2) During a rehearsal week the Free Day shall commence at midnight and end at 11:00 AM in the morning of the second (2nd) following day.

(f) Solo Dancer - A "Solo Dancer" shall be defined as a Dancer who has been so designated by the EMPLOYER in the Dancer's individual contract and/or public announcement, programs or other literature issued by the EMPLOYER.

(g) Emergency Rehearsal - The term "Emergency Rehearsal" shall mean a rehearsal necessitated by the inability of an ARTIST to perform due to sickness or injury when such Emergency Rehearsal is posted by the EMPLOYER not more than twenty-four (24) hours after the EMPLOYER learns of the emergency or when the EMPLOYER can submit proof to the AGMA delegates that the rehearsal could not have been scheduled at any other time. In any case, the ARTIST called for Emergency Rehearsals will receive one and one-half (1-1/2) times the hourly rehearsal rate, defined as the A2 Rate as provided in Paragraph 11(k). See Paragraph 42(c) for Emergency Rehearsal on tour.

(h) Irregularly Scheduled Rehearsals - The term "Irregularly Scheduled Rehearsal" shall be defined as a rehearsal called for any reason, except as defined in Paragraph 10.(g) above, which is either (i) not on the schedule when posted, or (ii) within free or otherwise forbidden times, any rehearsal before 11:30 a.m., any rehearsal after 6:00 p.m. when the ARTIST has an evening performance, any rehearsal within 2 hours of curtain time during performance weeks, Tuesday through Friday with the exception of Nutcracker performances with a curtain time of 6:00pm. In addition, any rehearsal defined as Irregularly Scheduled Rehearsal on Saturday or Sunday. See Paragraph 14. The per hour rate of payment for Irregularly Scheduled Rehearsals is the A4 Rate:

8/29/05-8/27/06	8/28/06-8/26/07	8/27/07-8/24/08	8/25/08-8/30/09
61.50	61.50	63.00	66.00

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

- 1) The ARTIST shall appear in full costume and make-up.
- 2) All scenery, lighting, props and costumes are utilized.
- 3) Full orchestra utilized if used or other planned accompaniment.
- 4) There is a paying audience, or an audience that has received written invitations.
- 5) The program presented is a full evening's performance.

(j) Dress Rehearsal - In the event that the ARTIST is required to put on make-up for any Dress Rehearsal, the EMPLOYER agrees to compensate such ARTIST an additional thirty (30) minutes of rehearsal time. 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 Dancers perform.

(k) Cover - The term "Cover" for the purposes of this BASIC AGREEMENT shall be defined as any ARTIST who is required to remain on call and be available during the performance for which he has been assigned to cover. The requirement to call in prior to the performance shall not in and of itself constitute serving as a Cover if that ARTIST is not required to remain on call during the performance.

(l) Extraordinary Risk - The term "Extraordinary Risk" shall be defined as any portion of a performance or rehearsal which entails any form of high risk feat exposing ARTIST(S) to possible injury including but not limited to any of the following:

- (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 injure 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 no less than one (1) hour of the A3 Double Overtime Rate for each on-stage technical rehearsal, each dress rehearsal and each performance.

Extraordinary Risk payment will not be paid for the current repertoire as of August 30, 1993 with the following exceptions: The Male Lead Role in ORGANON, Puck in A MIDSUMMER NIGHT'S DREAM; Mother in the birth scene of APOLLO; Mother Ginger in THE NUTCRACKER; Pierrot in HARLEQUINADE, SWAN LAKE, "Vision" and UNANSWERED QUESTION the Artist who climbs a rope ladder, and the role of the Sousaphone.

Further, the use of sharp weapons, swords and/or other props as weapons shall be governed by the attached Exhibit [AGMA REGULATIONS FOR SAFETY WITH SWORDS AND/OR PROPS AS WEAPONS], however ballets in the New York City Ballet repertoire as of August 30, 1993 as they are currently choreographed and staged are excluded from said Exhibit.

(m) Special Effects – "Special Effects" shall include smoke and/or fog effects that are generated by dry ice or steam. No other effects shall be used by EMPLOYER in any productions that include ARTISTS.

### SECTION THREE

#### 11. MINIMUM COMPENSATION

(a) Corps de Ballet (Performance and Rehearsal Weeks)

	8/29/05-8/27/06	8/28/06-8/26/07	8/27/07-8/24/08	8/25/08-8/30/09
Level A Corps	\$956.00	\$975.00	\$995.00	\$1015.00
Level B Corps	1093.00	1115.00	1137.00	1160.00
Level C Corps	1303.00	1329.00	1356.00	1383.00
Level D Corps	1674.00	1724.00	1793.00	1865.00
Level D w/6-7 Years	1689.00	1739.00	1808.00	1880.00
Level D w/8-9 Years	1704.00	1754.00	1823.00	1895.00
Level D w/10 or more Yrs.	1714.00	1764.00	1833.00	1905.00

(b) Seniority - For the purpose of determining eligibility of the ARTIST to the seniority compensation provided above, an ARTIST shall be required to have been employed by the EMPLOYER no less than fifteen (15) weeks (not necessarily continuous) in the period of September 1 - August 31 preceding the effective date of his current individual contract.

An ARTIST who is signed to an ARTIST's Individual Contract after the effective date of this BASIC AGREEMENT shall have his seniority compensation computed on the basis of the provisions contained herein. All of the ARTIST's previous employment with the EMPLOYER will be applied in determining his seniority. ARTISTS who rejoin the Company after a period of absence will receive seniority credit for the employment with the EMPLOYER preceding the date of their leaving the Company.

(c) Solo Dancers (Rehearsal Week Salary)

	8/29/05-8/27/06	8/28/06-8/26/07	8/27/07-8/24/08	8/25/08-8/30/09
Soloist Minimum	\$1716.00	\$1767.00	\$1838.00	\$1912.00

(d) Solo Dancers (Performance Week Minimum)

	8/29/05-8/27/06	8/28/06-8/26/07	8/27/07-8/24/08	8/25/08-8/30/09
Soloist Minimum	\$1921.00	\$1979.00	\$2058.00	\$2140.00

(e) Principal Dancers (Rehearsal Week Salary)

	8/29/05-8/27/06	8/28/06-8/26/07	8/27/07-8/24/08	8/25/08-8/30/09
	\$1778.00	\$1831.00	\$1904.00	\$1980.00

or fifty (50%) percent of their individual contractual salary whichever is higher.

(f) Principal Dancers (Performance Week Salary)

	8/29/05-8/27/06	8/28/06-8/26/07	8/27/07-8/24/08	8/25/08-8/30/09
	\$2101.00	\$2164.00	\$2251.00	\$2341.00

(g) Dancers also employed as Assistant Stage Managers will receive an additional One Hundred (\$100.00) Dollars per week.

(h) Choreographers Contracts

Choreographers shall be compensated for their work as Choreographers and may receive royalties as provided herein in addition to any and all compensation which may be due them hereunder for their work as Dancers, Stage Managers, Stage Directors, or their Assistants.

The EMPLOYER shall make a written agreement with such Choreographers containing the terms and conditions, upon which the Choreographer agrees to compose choreography for the EMPLOYER and the EMPLOYER agrees to engage the Choreographer to compose choreography and to compensate him therefor not less than One Thousand (\$3,000.00) Dollars per ballet in addition to a royalty of not less than One Hundred (\$150.00) Dollars per performance. The provisions of this Sub-Paragraph 11.(h) may be modified by mutual agreement.

(i) Singing and Speaking Roles

In the event a Dancer is required to sing or speak lines in a ballet the EMPLOYER agrees to negotiate an additional per performance rate for such role prior to such engagement. Any Artist who sings in *West Side Story Suite*, including the songs *Cool*, *America*, *Somewhere*, will be paid at the A4 Rate, irregular schedule rehearsal rate for each orchestra rehearsal and performance. Any ARTIST who speaks

lines in the ballets *Slaughter on 10<sup>th</sup> Avenue*, including the roles Gangster, Russian Premiere Danseur, and Police Officer. [??????]

(j) Exit Pay

When an Artist leaves the Company after completing five years of service regardless of circumstances, the Artist will be entitled to exit pay of one current performance week's salary per year of service up to a maximum of ten weeks for ten (10) years or more of service provided that the Artist has worked at least 19 weeks in each year of service beginning with the date of employment. If the Employer has paid the Artist for a year of service where the Artist worked less than 19 weeks of the year, that year of exit pay will be eliminated.

An ARTIST who has left the company and received the full amount of Exit Pay he/she was eligible for per paragraph 11(j) of this Agreement, but who is later re-engaged by the company will, upon leaving the company again, not be eligible or entitled to the full amount of Exit Pay specified in paragraph 11(i), but rather will be eligible for Exit Pay in accordance with a formula agreed to by the parties and found in Exhibit #2 which is attached to this Agreement.

(k) Overtime Rehearsal Rates

	8/29/05-8/27/06	8/28/06-8/26/07	8/27/07-8/24/08	8/25/08-8/30/09
A1 Rate – Straight Rate (Overtime)	20.50	20.50	21.00	22.00
A2 Rate – Time and a half	30.75	30.75	31.50	33.00
A3 Rate – Double Time Rate	41.00	41.00	42.00	44.00
A4 Rate – Irregular Rate	61.50	61.50	63.00	66.00
A5 Rate – (Quadruple Time)	82.00	82.00	84.00	88.00
A5 Rate - The A5 Rate is a penalty rate and will be paid the full rate for the first hour and half of the A5 Rate for each additional half hour.				

12. REHEARSAL WEEK HOURS AND OVERTIME COMPENSATION

(a) Six-Day Week - ARTISTS may not be required to rehearse more than three (3) consecutive hours nor more than a total of five (5) hours per day without additional hourly compensation as follows:

	8/29/05-8/27/06	8/28/06-8/26/07	8/27/07-8/24/08	8/25/08-8/30/09
A2 Rate 4th and 5th consecutive hours	30.75	30.75	31.50	33.00
A3 Rate 6 <sup>th</sup> or more hours	41.00	41.00	42.00	44.00

(b) Five-Day Week - ARTISTS may not be required to rehearse more than three (3) consecutive hours nor more than a total of six (6) hours per day without additional hourly compensation as follows:

	8/29/05-8/27/06	8/28/06-8/26/07	8/27/07-8/24/08	8/25/08-8/30/09
A2 Rate 4th, 5th or 6th consecutive hours	30.75	30.75	31.50	33.00
A3 Rate 7th or more hours	41.00	41.00	42.00	44.00

13. PERFORMANCE WEEK HOURS AND OVERTIME COMPENSATION

(a) All rehearsal hours during performance weeks shall be compensated as follows in addition to the ARTIST's individual weekly performance compensation:

	8/29/05-8/27/06	8/28/06-8/26/07	8/27/07-8/24/08	8/25/08-8/30/09
A1 Rate	20.50	20.50	21.00	22.00
1st, 2nd and 3rd hours				
A2 Rate	30.75	30.75	31.50	33.00
4th and 5th non consecutive hours				
A3 Rate	41.00	41.00	42.00	44.00
4 <sup>th</sup> consecutive hours				
A3 Rate	41.00	41.00	42.00	44.00
6 <sup>th</sup> or more non consecutive hours				
A4 Rate	61.50	61.50	63.00	66.00
5 <sup>th</sup> and 6 <sup>th</sup> consecutive hours				

Irregularly Scheduled Rehearsals\*

\*See Paragraph 10.(h).

(b) All rehearsal hours on a non-performance day shall be compensated according to subparagraph (a) above with the exception of the first (1st) three (3) rehearsal hours which shall be considered in lieu of the performance that day and shall not be compensated. Uncompensated rehearsal hours shall not apply to Dancers scheduled to appear in five (5) or more performances in that week, nor shall it apply to Dancers scheduled to appear in a performance that day nor shall it apply to "Free Days". If an ARTIST is removed from a scheduled performance in order to be available for rehearsal, such rehearsal shall be compensated as if the ARTIST had actually performed.

14. WEEKEND SCHEDULES

(a) SATURDAY REHEARSAL OR ANY REHEARSAL DAY HAVING A 2:00 PM AND 8:00 PM PERFORMANCE

(1) ARTISTS Performing Matinee Performance Only

10:00-11:00

No rehearsal.

11:00-12:30

Emergency Rehearsal Only.

12:30-1:30

Class.

1:30-2:00

Emergency Rehearsal Only.

2:00-5:00

Performance.

During the performance only emergency rehearsals can be called before an ARTIST's individual performance.

During the performance, but after an ARTIST's individual performance he or she may be scheduled for up to two (2) hours of rehearsal which will be paid at the regular A1 Rate.

5:00-8:00

The ARTIST will be paid at the regular A1 Rate for the first two (2) hours of rehearsal. The ARTIST will be paid at the Irregular A4 Rate for the 3<sup>rd</sup>, 4<sup>th</sup>, or 5<sup>th</sup> hour of rehearsal.

(2) ARTISTS Performing Evening Performance Only.  
 10:00 – 11:00 No rehearsal.  
 11:00-12:30 Emergency Rehearsal Only.  
 12:30-1:30 Class.  
 1:30-6:00 The ARTIST will be paid at the regular A1 Rate for the first three (3) hours of rehearsal. The ARTIST will be paid at the A2 Rate for the 4<sup>th</sup> and 5<sup>th</sup> non-consecutive hours, and the A3 Rate for the 4<sup>th</sup>, or 5<sup>th</sup> consecutive hours of rehearsal.  
 6:00-8:00 Emergency Rehearsals only.

(3) ARTISTS Performing Both Matinee and Evening Performances  
 10:00-11:00 No rehearsals.  
 11:00-12:30 Emergency Rehearsal only.  
 12:30-1:30 Class.  
 1:30-2:00 Emergency Rehearsal only.  
 2:00-5:00 Performance. During the performance, only Emergency Rehearsals will be scheduled.  
 5:00-6:00 Any rehearsal will be paid at the Irregular A4 Rate, except emergency rehearsals.  
 6:00-8:00 Emergency rehearsals only.  
 8:00 Performance.

(b) SUNDAY REHEARSALS

(1) Performing ARTISTS  
 10:30 – 11:30 Class.  
 11:30-1:00 A1 Rate for the first hour and one-half the A1 Rate for consecutive half hour.  
 1:00-1:30 Half of the A4 Rate.  
 1:30-3:00 Emergency Rehearsals only.  
 3:00-6:00 Performance. Any rehearsal during the performance is reserved for performing and emergency rehearsals only.  
 6:00-8:00 Any rehearsal following the ARTIST's individual performance will be paid at the A5 Penalty Rate for the first (1<sup>st</sup>) hour and half of the A5 rate for each additional half hour.  
 8:00 No rehearsals shall be scheduled after 8:00 on a Sunday 3:00 single matinee performance day.

(2) Non-performing ARTIST  
 10:30 – 11:30 Class.  
 11:30-7:00 The ARTIST will be paid at the regular A1 Rate for the first three (3) hours of rehearsal. The ARTIST will be paid at the A2 Rate for the 4<sup>th</sup> and 5<sup>th</sup> non-consecutive hours, and the A3 Rate for the 4<sup>th</sup>, or 5<sup>th</sup> consecutive hours of rehearsal. In addition, any ARTIST completing a five (5) performance week will be paid at the A5 Penalty Rate for the 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, or 7<sup>th</sup> consecutive hours.  
 7:00-8:00 Any rehearsal will be paid at the A5 Penalty Rate.  
 8:00 No rehearsals shall be scheduled after 8:00 on a Sunday 3:00 single matinee performance day.

(c) SUNDAY REHEARSAL DURING NUTCRACKER

(1) Artist Performing Matinee Performance Only

- a. No Rehearsal will be scheduled before 12:30 PM.
- b. Only Emergency rehearsals will be scheduled after 12:30 PM.
- c. In addition, after the ARTIST's individual performance is over, he or she can be scheduled for up to three (3) hours of rehearsal which will be paid at the regular A1 rate.
- d. The ARTIST will be paid at the A2 rate for the 4<sup>th</sup> or 5<sup>th</sup> hour of non-consecutive rehearsals. The ARTIST will be paid at the A3 rate for the 4<sup>th</sup> and 5<sup>th</sup> consecutive rehearsal hours.
- e. No rehearsals will be scheduled following the evening performance (after 7:00 PM).

(2) Artist Performing Evening Performance Only

- a. No rehearsal will be scheduled before 12:30 PM.
- b. The ARTIST will be paid at the A1 rate for the first three (3) hours of rehearsal scheduled from 12:30 to 3:30 PM. The ARTIST will be paid at the A3 rate for a consecutive ½ rehearsal hours from 3:30 to 4:00 PM.
- c. From 4:00 to 5:00 PM, one hour before the evening performance, only emergency rehearsal will be scheduled.
- d. No rehearsals will be scheduled following the evening performance.

(3) Artist Performing Both Matinee and Evening Performances

- a. No rehearsal will be scheduled before 12:30 PM.
- b. Only Emergency Rehearsals will be scheduled after 12:30 PM.
- c. In addition, any rehearsal scheduled after the ARTIST's individual performance and before 4:00 PM. one hour before evening performance, will be paid at the A4 rate.
- d. No rehearsals will be scheduled after the evening performance.

15. VACATION PAY

The EMPLOYER agrees to pay and all ARTISTS shall receive eight (8%) percent of their basic weekly contractual salary as vacation pay. Such payment shall be based upon the ARTIST's annual gross salary earned during the applicable calendar year.

16. HOLIDAYS

ARTISTS may not be required to rehearse and/or perform on the following legal holidays; Thanksgiving, Christmas, New Year's Day, and with best efforts July 4th. Best efforts shall be made to include Easter in this list if it falls during the Spring Season rehearsal period. All such legal holidays shall be in addition to the regularly scheduled Free Days. If the ARTIST is required to perform on a legal holiday or if the holiday is scheduled to be the regular Free Day, the ARTISTS shall receive an extra Free Day. Legal holidays which fall on a Sunday do not require an additional Free Day during that same week, provided the ARTIST shall have an alternate Free Day scheduled at a later point in time.

(a) Christmas Day a Day Off

Christmas Day shall be a Day-Off. In any year Christmas falls on a Saturday or a Sunday, each of which is a two (2) performance day, a Joint Committee with representatives from Management and the Dancers' Committee shall be established to schedule two (2) replacement matinee performances on a year-by-year basis prior to the NUTCRACKER schedule being finalized.

17. SICK LEAVE

(a) The EMPLOYER agrees that in the event of illness, injury or disability of an ARTIST, the ARTIST shall be entitled to sick leave with full pay for not less than twenty-one (21) days per contract year, (whether separate or partly or wholly continuous).

(b) In the event that the said ARTIST shall fail to appear for rehearsals or performances for a continuous period of two (2) weeks 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 (1) to terminate the employment of the ARTIST by giving written notice of such termination to the ARTIST, provided that the ARTIST shall be paid his full compensation for the said continuous period of two (2) weeks (plus return transportation to the City of Origination) whether or not the ARTIST has theretofore received fourteen (14) days of sick leave with full pay, or any part thereof, prior to said continuous period of two (2) weeks, or (2) consider the ARTIST on leave without pay during such illness or suffering from injury, provided the two (2) weeks payments provided for in (1) hereof are made, in which event this BASIC AGREEMENT shall remain in full force and effect in all other respects.

(c) Notwithstanding any provision contained in this Paragraph 17, 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) days during the term of this Contract, inclusive of the twenty-one (21) days provided under sub-paragraph 17(a) above.

(d) In the event the EMPLOYER is required to comply with the New York State Disability Benefit Law, any disability benefits accruing to the ARTIST under such law shall be in addition to the payments the EMPLOYER is required to make pursuant to sub-paragraph (a), (b) and (c) of this Paragraph 17 up to a maximum payment equal to the ARTIST's regular compensation.

(e) The EMPLOYER may demand a certificate of a doctor as to the illness of the ARTIST and an examination by a doctor designated and paid by the EMPLOYER as a condition precedent to sick-leave pay under sub-paragraphs (a), (b) and (c) of this Paragraph 17.

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

(g) The EMPLOYER will not raise as a defense to or in mitigation of recovery by the ARTIST, (with reference to any claim he may have under any Worker's Compensation Law for negligence or otherwise), any provisions of this Paragraph 17.

18. AGMA RETIREMENT AND HEALTH (MEDICAL COVERAGE) FUNDS

(a) Retirement

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

(2) The EMPLOYER hereby agrees to contribute to the Retirement Fund:

8/29/05-8/27/06	8/28/06-8/26/07	8/27/07-8/24/08	8/25/08-8/30/09
9.5%	9.5%	10.0%	10.0%

of gross earnings of each ARTIST working under the Collective Bargaining Agreement.

In lieu of making such contribution to the AGMA Retirement Plan for that ARTIST, AGMA authorizes the EMPLOYER to make the Retirement contribution provided for herein to any 403(b) or other qualified tax-sheltered annuity program offered by EMPLOYER at the request of any individual ARTIST. Individual ARTISTS acknowledge that EMPLOYER and AGMA make no recommendation as to the value or financial stability of any qualified plan. Individual ARTISTS requesting that their retirement contributions be made to such Employer-offered program acknowledge that AGMA has no oversight responsibility nor any other duties with respect to such Employer-offered program. The individual ARTIST shall have the right to make the request referred to herein only once during the term of his/her employment. Any fees charged by the plan administrator shall be borne by the participating ARTIST(s) on a *pro rata* basis.

(3) Gross Earnings - The term "gross earnings" as referred to above or hereafter shall mean all taxable income. Per diem, meal money, clothing allowance, etc. shall not be considered as part of the gross earnings.

(b) Health (Medical Coverage)

(1) The EMPLOYER acknowledges the existence of the AGMA Health Fund A and agrees to execute all documents relating to the EMPLOYER's obligation under this fund.

(2) The EMPLOYER further agrees to contribute to the AGMA Health Fund A the full premiums for individual coverage (where applicable and upon presentation of written documentation of eligibility) of for ARTISTS engaged on a weekly basis and shall continue to provide such uninterrupted coverage for each ARTIST while the ARTIST is under contract to the EMPLOYER or has not received notice of termination of employment. The EMPLOYER shall continue contributions during scheduled layoffs.

During layoff weeks, the EMPLOYER agrees to pay Family Coverage for each qualifying ARTIST, (see subparagraph 18.(b)(2) above) who has elected to have Family Coverage costs deducted from his/her weekly salary. EMPLOYER will pay a pro rated amount for layoff periods of two (2) or more weeks and full monthly premium for a layoff period of four (4) weeks. The monetary amount of EMPLOYER-paid Family Coverage need not exceed a total of three (3) months of premium during any contract year.

(3) The parties agree that if the EMPLOYER contribution to the AGMA Health Plan A is increased during the term of this Agreement by more than four percent (4%.) annually, the EMPLOYER may request "reopener" negotiations with AGMA solely concerning said increases and the amount or portion of said increase that the EMPLOYER may be liable for.

(c) Flexible Spending Account

New York City Ballet will extend to Dancers eligibility to enroll in Employers Flexible Spending Account program for health care expenses and dependent care. This program is subject to amendment or cancellation if the governing tax laws are changed

(d) Dental Insurance

EMPLOYER's Trustee and AGMA's principal Trustee agree to ask the Trustees of the AGMA Health Plan to reinstate dental coverage. If the Trustees do not reinstate the same coverage, EMPLOYER agrees to add AGMA members covered under this AGREEMENT to the NYCB Dental Plan.

#### SECTION FOUR

19. ENGAGEMENT OF APPRENTICE DANCERS

AGMA agrees that the EMPLOYER may engage no more than ten (10) Apprentice Dancers to appear in its Company under the following terms and conditions:

(a) Apprentices may perform for the EMPLOYER for a period not to exceed one (1) year.

(b) The Apprentices may appear in not more than eight (8) ballets during the winter season, not more than eight (8) ballets during the spring season, and not more than eight (8) ballets during the combined time of Saratoga and any domestic and international touring during the apprentice year. However, participation by Apprentices in special single events such as gala, memorial performances or single performances for the Guild luncheon or the education department shall not count towards their maximums.

(c) During performance weeks Apprentices will receive rehearsal compensation for all rehearsal hours as provided in Paragraph 13. of this BASIC AGREEMENT. During rehearsal weeks, Apprentices will receive the A1 Rate for each rehearsal hour.

(d) The EMPLOYER agrees that the appearance of the Apprentice will not reduce the normal strength of the Corps de Ballet. The EMPLOYER further agrees that members of the regular Corps de Ballet will be available as stand-bys to cover the duties performed by Apprentices.

(e) During performance weeks, Apprentices will receive a *pro rata* of Level A Corps Dancer's weekly salary per performance for each of the first four (4) performances in a week. If an Apprentice is engaged for five (5) or more performances a week, the full Level A Corps Dancer's weekly salary shall be

paid for that week in lieu of any per performance compensation described in this subparagraph (e). Outside the City of Origination, the Apprentice will be paid the Level A Corps Dancer's weekly salary.

(f) Apprentices will be restricted to the age group sixteen (16) through twenty-two (22) years of age. In the case where the EMPLOYER seeks to secure the employment of a dancer younger than 16 years of age, a letter of commitment may be offered and signed by the dancer to be engaged as an apprentice dancer upon reaching sixteen (16) years of age.

(g) AGMA reserves the right to prohibit the use of Apprentices at any time that it has at its sole discretion considered that there have been abuses of this provision.

(h) In the event of any lengthy or long term injury or illness that prohibits an Apprentice from dancing, the EMPLOYER will meet with the Dancers' Committee to discuss remedies which may include extending the length of the apprenticeship for as long as the apprentice is unable to dance.

(i) Apprentices will be notified in a timely fashion when they are expected by the EMPLOYER to be engaged and/or to perform outside of the City of Origination. Said notification will be given no later than thirty (30) calendar days prior to the first day of any tour. It is intended and understood that Apprentices who are engaged and/or perform on tour, that they will remain for the length of the tour.

(j) Apprentices will meet with members of the EMPLOYER's artistic management staff at the end of each season in order to receive an evaluation.

(k) Apprentice Housing:

(i) Best efforts will be made by the Dancers' Committee and the EMPLOYER to find suitable housing for all Apprentices when School of American Ballet dormitory closings coincide with New York City Ballet seasons.

(ii) In lieu of an Apprentice not finding suitable housing per (i) above, within thirty (30) calendar days prior to any dormitory closing, the EMPLOYER will make arrangements and provide for a hotel room at an associated hotel such as the Empire Hotel, Mayflower Hotel, the Beacon Hotel or comparable lodging in the Lincoln Center area. The EMPLOYER will assume the expense of said lodging or provide continued housing at the dormitories in accordance with current School of American Ballet dormitory rules and regulations.

(iii) Upon request, the Company will loan the equivalent of one month's rent and one month's security deposit to any dancer who leaves the SAB dormitories in order to rent an apartment. Loan will be due in full within two years or upon termination of employment, which ever comes first. Loan will be subject to interest fees.

## SECTION FIVE

### 20. CHORAL ARTISTS

(a) Any ARTISTS other than New York City Ballet Artists engaged on a weekly or per performance Standard Artist's Contract for Employment, in any vocal category, including that of ensemble soloist or chorus, for any given production/presentation by the EMPLOYER, shall be paid the following:

8/29/05-8/27/06 8/28/06-8/26/07 8/27/07-8/24/08 8/25/08-8/30/09

Ensemble				
Soloist:	233.00	240.00	250.00	260.00
Chorister:	162.00	167.00	174.00	181.00
Hourly				
Rehearsal Rate:	25.41	26.17	27.22	28.31
Overtime:	12.75	13.25	13.75	14.25
(per ½ hour)				
Overtime:	80.25	82.75	86.00	89.50
(performance per ½ hour)				

A two (2) hour rehearsal minimum applies to these ARTISTS. After two (2) hours, the applicable overtime rate is applied.

(b) If the EMPLOYER is holding auditions for choral parts, there shall be an audition time set aside specifically for AGMA members only. The particulars of said auditions (dates, times, place) will be conveyed to the AGMA National Office at least three (3) weeks prior to the auditions, in order for audition announcements specifically for an AGMA call can be conveyed to the New York Area AGMA Singers. ARTISTS engaged for choral parts will be placed on AGMA Standard Artist’s Contract for Employment, and the appropriate payroll deductions, including all dues, per this Agreement, will be deducted from the gross salary the individual Artist and the EMPLOYER agree to in said Standard Artist’s Contract for Employment.

SECTION SIX

21. REHEARSAL WEEKS IN CITY OF ORIGINATION

(a) The EMPLOYER agrees that any ARTIST engaged on a weekly or guaranteed employment basis for any performance weeks must also be engaged for all rehearsal weeks of the EMPLOYER.

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

(c) The maximum number of consecutive hours of rehearsal for which an ARTIST may be called is three (3), and rehearsals may not be resumed unless the ARTIST has had at least a one (1) hour rest period. The ARTIST will be allowed at least one (1) hour rest period prior to the commencement of rehearsal at another location. The EMPLOYER agrees to schedule rehearsals with this provision in mind. If ARTIST is scheduled to rehearse a fourth (4th) consecutive hour, such ARTIST must consult the Ballet Mistress (currently Rosemary Dunleavy) to learn which rehearsal hour not to attend.

(d) Anything to the contrary notwithstanding during each rehearsal week every ARTIST shall be given one (1) Free Day, as defined herein.

(e) Any rehearsal of less than one (1) hour shall be counted, nevertheless, as one (1) hour.

(f) 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.

(g) ARTISTS shall not be required to rehearse sooner than twelve (12) hours or 12:00 noon whichever is later, following the end of the last preceding rehearsal period. The EMPLOYER shall schedule no rehearsals prior to 12:00 noon and to conclude by 7:00 PM, with the exception of scheduled orchestra rehearsals and a special festival situation, at which times best efforts will be made that there shall be no rehearsals scheduled prior to 12:00 noon.

(h) No overtime payment shall be made to alternates or understudies for a fourth (4th) consecutive hour unless such ARTIST has been specifically scheduled to attend or authorized to attend by a member of the Artistic Staff.

(i) The EMPLOYER shall attempt to schedule daily rehearsal hours, including fittings, within a limit of ten (10) hours.

(j) In no event shall any ARTIST be called for a rehearsal after any performance which ends 6:30 p.m. or later. In the event that the performance ends prior to 6:30 p.m., a rehearsal may be called which will be compensated at the applicable rate.

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

(l) No ARTIST shall be called for any reason sooner than twelve (12) hours following the end of the last preceding performance or rehearsal or before 11:00 a.m. AGMA agrees that the provisions of this sub-paragraph may be waived to provide that an ARTIST may be called for rehearsal no earlier than 10:00 a.m. in those instances where any dress or orchestra rehearsals for new productions, revivals, or a major choreographic revision (requiring the use of stage hands) of a ballet necessitate the violation of this sub-paragraph. No such call shall be more than once for each new production, revival, or major choreographic revision. The EMPLOYER agrees that this waiver shall be utilized only in New York City, except in the case of orchestra rehearsals outside New York City where it is deemed necessary. The EMPLOYER further agrees that this waiver shall not be construed to mean that such waiver shall apply to all rehearsals and is solely limited in accordance with this sub-paragraph.

## 22. REQUEST REHEARSALS

AGMA and the EMPLOYER agree that Dancers listed as Soloists (or scheduled to dance as Soloists) may "run through" their evening's performances under their own control and supervision under the following circumstances:

(a) The EMPLOYER shall under no circumstances (except EMERGENCY as defined herein) require a Dancer to rehearse within two (2) hours of performance, as it is the intent of this provision to permit the Dancers to "run through" their evening's performance under their own control and supervision.

(b) At no time shall a Choreographer, Ballet Mistress, or any other person vested with similar authority be present unless the ARTIST specifically requests otherwise.

(c) AGMA is granted the right to withdraw the provisions contained in this paragraph at any time it has in its sole discretion considered that there have been abuses of this provision.

(d) Any Corps Dancer who is scheduled to perform a solo or principal role shall be granted "run through rehearsals" as outlined in this Paragraph 22.

23. POSTING OF REHEARSAL AND PERFORMANCE SCHEDULES

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

(b) During performance weeks the rehearsal schedule for the following day shall be posted at least one-half (1/2) hour before the performance.

(c) On a trial basis, during rehearsal weeks the rehearsal schedule shall be posted by 12:00 noon of the preceding day in each place where rehearsals are scheduled.

(d) The EMPLOYER shall post all rehearsal schedules not later than the day preceding the ARTIST's Free Day.

(e) Where no rehearsal call is posted by the times set forth in sub-paragraph (b) and (c) preceding, or where changes take place in rehearsal schedules already posted and the ARTIST has been dismissed, the EMPLOYER shall notify the ARTIST personally of the correct rehearsal call and compensate ARTIST(s) in accordance with the provisions of Paragraph 13.(a).

(f) All Dancers appearing with the Company shall be listed alphabetically in all programs distributed to the audiences at the New York State Theater. The EMPLOYER agrees to make its best effort to insure that this list shall also appear in every theater in which the Company appears other than the New York State Theater. The audience will be advised of changes of solo dancers in a performance should they occur.

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

(h) If a Choreographer or a Ballet Master does not appear for a scheduled rehearsal, the ARTIST may leave the rehearsal after fifteen (15) minutes of waiting and nevertheless receive credit for one (1) hour's rehearsal or be paid for one (1) hour of A1 overtime rehearsal, whichever is applicable, it being understood that the ARTIST will contact the Company office before leaving the rehearsal.

(i) If a rehearsal is canceled after the rehearsal schedule is posted the ARTIST will receive credit and compensation for the canceled rehearsal unless the ARTIST is required to appear in the same time slot for rehearsal of another work in which case the ARTIST must then be compensated according to Paragraph 13.(a).

(j) The program of ballets to be performed shall be posted on the bulletin board(s) two (2) weeks in advance.

(k) No unauthorized person may make changes in the schedule once the schedule has been posted.

(l) The EMPLOYER agrees to post the future plans of the Company as soon as they are known.

(m) All casting shall be posted two (2) weeks in advance provided, however, that a limited number of blanks and changes may be made after posting. Final casting shall be posted at the latest nine (9) days in advance, i.e. at 2:30pm on the Sunday preceding the Tuesday preceding the Tuesday that begins the following work week. In case of emergency, the casting may be changed as required.

(n) Casting for the First performance week of a season and Saratoga shall be posted no later than two (2) weeks before the start of that performance week.

(o) After the completion of one complete season of posting rehearsal schedules as set forth in paragraph 23(c) above, a joint committee of dancers and EMPLOYERS shall be formed to (i) evaluate and discuss permanent implementation of the rehearsal posting schedule and possible implementation of a similar schedule during performance weeks, and (ii) make mutually agreeable adjustments, if any.

## SECTION SEVEN

### 24. MAXIMUM NUMBER OF PERFORMANCES

(a) The ARTIST may be required to take part in not more than eight (8) performances per week, except that during any tour week or out-of-town engagement (1984 Kennedy Center engagement excluded) during which the ARTIST is also required to travel, the maximum shall be seven (7) performances per week. If an ARTIST does take part in a greater number of in-town performances per week than is permitted herein, such ARTIST shall be paid not less than the pro rata of his or her agreed upon weekly compensation for each such additional performance, EXCEPT AS PROVIDED HEREIN, EIGHTH (8TH) PERFORMANCES ARE STRICTLY PROHIBITED IN A TRAVEL WEEK.

(b) In the event the ARTIST is required to dance or cover in more than two (2) matinee performances or three (3) matinee performance during NUTCRACKER season in any one (1) week on days in which he is also required to dance or cover in the evening performance, the ARTIST will be compensated an additional one-fourth (1/4th) of his agreed upon weekly compensation for each such matinee performance beyond two (2).

(c) In the event the ARTIST is required to take part in less than five (5) performances in any week, the ARTIST may be required to give three (3) hours of uncompensated rehearsal in that day of non-performance only.

#### (d) Pro Rata Performances

(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 performance 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-seventh (1/7th) on a one (1) performance day and one-eighth (1/8th) on a two (2) performance day for each performance in such week. The EMPLOYER, in lieu of the two (2) weeks' prior notice above referred to may specify the number of such consecutive performance days (not exceeding three (3)). If, however, the ARTIST shall perform on any day in such week other than the three (3) consecutive performance days, the ARTIST shall be paid for such week, his agreed upon weekly compensation for performance weeks.

(2) If the ARTIST shall be guaranteed not less than one (1) full performance week, then the EMPLOYER may give such ARTIST two (2) weeks' prior notice of not more than three (3) consecutive performance days succeeding any guaranteed full performance week (which shall be paid for as hereinabove provided in the next preceding sub-paragraph) and may engage the ARTIST for rehearsals for the balance of the week of which the said three (3) consecutive performance days are a part of a pro rata amount of the ARTIST's agreed upon weekly compensation for rehearsal weeks calculated on the basis of one-sixth (1/6th) thereof for each day of rehearsal provided, however, that the EMPLOYER shall engage the ARTIST for not less than one (1) full week of rehearsals for the week immediately succeeding.

(e) Each ARTIST shall receive in each performance week one (1) Free Day as defined in Paragraph 10.(e) of this BASIC AGREEMENT.

#### 25. 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 or if the ARTIST is required to remain at the place of performance beyond 11:30 p.m. because transportation was not provided, each ARTIST shall be compensated at the time and one-half the hourly rehearsal rate in one half hour segments for each half-hour or fraction thereof during which the ARTIST is required to perform or remain in the theater after 11:30 p.m. or in excess of three (3) hours from curtain time provided, however, that if the conclusion of the performance was delayed by circumstances as outlined in Paragraph 63. (Force Majeure or similar circumstances), the EMPLOYER shall not be liable for the compensation outlined above.

In the event a performance in an out-door theater is delayed because of inclement weather, the EMPLOYER agrees to compensate the ARTISTS at the applicable rate for any performance going beyond three (3) hours past published curtain time.

It is further agreed that when the Company performs outside City of Origination the EMPLOYER will exert best efforts in shortening the length of performances on tour not to exceed two and one-half (2-1/2) hours, including intermissions.

#### 26. INTERMISSIONS

The EMPLOYER agrees that there shall be either a fifteen (15) minute intermission between ballets which require a change of costume and make-up by ARTISTS appearing in both ballets or fifteen (15) minutes between appearances in two consecutive ballets which are only separated by a pause. In the case of a fifteen (15) minute separation not involving an intermission, the DANCER must be notified before the posting of casting. There shall be a call ten (10) minutes prior to the appearance of the ARTISTS in such second (2nd) ballet advising the ARTISTS that they shall be required on stage five (5) minutes after such call.

#### 27. MATINEE PERFORMANCES

The EMPLOYER agrees that there shall be a minimum period of two (2) hours in-town intervening and three (3) hours out-of-town 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 or perform.

28. COSTUMES, WIGS, SHOES AND MAKE-UP

(a) The EMPLOYER agrees to supply the ARTIST with all costumes, wigs and shoes for all performances and rehearsals, as required by the EMPLOYER and prior to such performances and rehearsals. Each Dancer shall have the right to select shoes (toe or ballet) of his or her choice from a list of manufacturers submitted by the EMPLOYER to the ARTIST containing at least three (3) names. All rehearsal shoes (toe and ballet) shall be made available to the Dancers on the first (1st) day of rehearsals. Where new shoes are to be used in the first (1st) week of performance, they shall be issued to the Dancers at least one (1) week in advance of the first (1st) performance. Boots and shoes that are part of a costume of any ballet shall be fitted in advance of any tour, allowing enough time for needed repairs or replacement.

(b) Each ARTIST shall receive toe shoes as required from the shoe room which shall be open to the Dancers during all rehearsal and performance periods. At the beginning of each rehearsal period a schedule will be posted indicating the hours that the shoe room will be open.

(c) The EMPLOYER agrees to supply the ARTIST with not less than four (4) pairs of tights prior to the commencement of any performance season and during each subsequent six (6) week period or sooner as required one (1) additional pair of tights.

(d) Each ARTIST shall be outfitted with black, soft-soled shoes and white, soft-soled shoes as required.

(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 performances.

(f) All other character shoes provided to the ARTIST by the EMPLOYER shall be comfortable shoes. When each ballet has been cast and character shoes assigned it is mutually agreed that a committee, consisting of representatives of the EMPLOYER and of AGMA, shall make the necessary inquiries of the cast, and in the event the character shoes provided are not comfortable then suitable changes are to be made by the EMPLOYER upon recommendation of this committee. All character shoes and boots shall be properly repaired and reasonably fitted before any tour, and ARTIST shall be expected to go to fittings for that purpose.

(g) When the ARTIST shall be required to use body (any part of the torso except his shoulders) make-up and suitable bathing facilities for the removal of this make-up are not available to the ARTIST at the place of performance, the EMPLOYER agrees to compensate the ARTIST at the rate of an additional Fifteen (\$15.00) Dollars for cleaning purposes in each such instance. If the ARTIST is required to use body make-up on any part of the torso except his shoulders, and when the artist is required to spend more than three hours at the theater after the half hour call to remove body make-up as in, but no limited to the roles (*Puck* from *Midsummer's Night Dream* and *Faun* from the *Fall* section of the *Four Seasons*, *Russian divertissement* in *Swan Lake*, *Arabian* in *Nutcracker*), the EMPLOYER agrees to compensate the ARTIST at the A1 rate for cleaning purposes in each instance.

(h) The EMPLOYER agrees ARTISTS' costumes will be cleaned at the beginning of each season and after ten (10) wearings of each costume thereafter. The EMPLOYER agrees to launder all washable items after each seven (7) wearings. The EMPLOYER agrees to furnish two (2) T-shirts to all male ARTISTS to wear under costumes.

(i) The EMPLOYER shall supply each ARTIST with wigs, beards, hair pieces and costume jewelry that is required by the EMPLOYER to be worn by the ARTIST in any ballet.

(j) The EMPLOYER agrees that dressing room space will include chairs, tables, mirrors and suitable lighting.

(k) The EMPLOYER agrees that all floors in rehearsal rooms and stage will be kept in good working order at all times.

29. COSTUME FITTINGS, WIG CALLS AND PHOTOGRAPHIC CALLS

All costume fittings and photographic calls shall be compensated at the A1 Rate (Straight Time Rate). Wig calls shall also be compensated at the A1 Overtime Rate for any ARTIST that is called to have wigs put on for the performance or rehearsal, as in but not limited to the following ballets: *Carnival of the Animals*, *Sleeping Beauty*, *Swan Lake*, and *Double Feature*.

30. SCHEDULING OF COSTUME FITTINGS AND PHOTOGRAPHIC CALLS

The EMPLOYER shall not require any ARTIST for costume fittings or photographs on his Free Day. It is understood that the EMPLOYER may require the ARTIST for costume fittings or photographic calls in lieu of rehearsal hours. Dancers will not be required to dance "full out" during photographic calls. If a meal break precedes a photographic call, which requires costume and make-up, the ARTIST will be allowed one (1) hour free time prior to the one-half (1/2) hour call for costume and make-up required for the photographic call.

The Company shall make best efforts to attempt to schedule directly with the costume shop in a timely and orderly fashion in order to avoid using Dancer's free time for costume fittings, and to excuse Dancers from rehearsal whenever possible for costume fittings.

SECTION EIGHT

31. FILMING, BROADCASTING, TELEVISIONING, ETC.

The EMPLOYER shall not film, or broadcast, record or televise any performances (including 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. See Paragraph 31.(d), for Television News Release.

The New York Public Library for the Performing Arts shall be allowed to make Archival videotape of the New York City Ballet at the New York State Theatre for no additional compensation to the dancers. This may include the use of more than one camera. These videotapes are never to be distributed for commercial purposes. The Dance Division will give one copy to the Company. All Dancers will receive written notification no later than 24 hours in advance of filming.

The foregoing notwithstanding, AGMA agrees that the EMPLOYER may make films for the record under the following conditions:

(a) General Provisions for Filming for the Record

(1) All films made in accordance with the provisions of (b) and (c) below shall be used exclusively for the purpose of recreating, restaging, restudying and recording for the archives, the choreography of the ballets, and the films are to be used by the EMPLOYER only.

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

(3) All films shall either remain in the custody of the EMPLOYER or shall be placed in the New York Public Library Dance Archives.

(4) Permission for anyone other than someone authorized by NYCB to view such films must be obtained in writing from both NYCB and AGMA, which permission shall not be unreasonably refused. These instructions shall apply in perpetuity.

(5) The entire Company will be employed during any time that filming is done.

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

(b) Filming During Rehearsals

(1) All time spent in such filming shall be considered as rehearsal time and paid for at the appropriate rate contained in the BASIC AGREEMENT.

(2) The EMPLOYER agrees that no Dancer shall be required to participate in the filming of more than two (2) ballets per day and further agrees that only ballets which are being performed during the then current season may be filmed.

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

(c) Filming During Performances

Films may be made during performances, without additional payment to ARTISTS, under the following conditions:

(1) Balanchine ballets may be filmed during performance solely for recording the ballets as they appear in performance solely for the purpose of reconstructing or remounting the ballets.

(2) Test films and video tapes shall be made to ensure a suitable and long-lasting quality record.

(3) Each ballet shall be filmed one time only unless technical failure makes film unusable and unless major choreographic or production changes necessitate filming the new version.

(4) Protective measures - "beeps" in sound track and/or a running flaw in the film (reading "For archives only") shall be inserted to further prevent commercial usage.

(5) Twenty-four (24) hours notice will be given before any ballet is filmed.

(6) This paragraph shall apply to filming during performance only when no additional payment is made to orchestra and stagehands.

(d) AGMA Rules for Filming or Taping A Portion of A Rehearsal for a Local Television News Release

Films or tapes may be made for release on a local newscast, or a "magazine-format", "hard", or "soft" news program without additional payment to ARTISTS, under the following conditions:

(1) Notice - Best efforts will be made to file the performers' written consent at the AGMA Office one (1) week prior to any filming or taping. In addition, best efforts will be made to give at least twenty-four (24) hours' advance written notice to the performers and the director or choreographer prior to the actual filming/taping.

If, due to time constraints, it is not possible to file written consent at AGMA and/or to post written notice at the theater within the timeframes outlined above, written notice will be given to AGMA, the performers, and the director or choreographer as much in advance of the actual filming/taping as possible.

(2) No ballet may be filmed/taped in its entirety.

(3) No more than three (3) minutes of the taped/filmed scene shall be used on a Local News Cast or a news program of "hard" or "soft" news.

(4) No more than fifteen (15) minutes of the taped/filmed coverage shall be used on a "magazine-format" news program.

(5) No payment for the performers shall be required, provided no payments are made to any other personnel employed in the production.

(6) The three (3) minute news clip and the balance of the filmed/taped sequence shall be destroyed after its use. Certification shall be given to AGMA that this has been done.

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

(e) The EMPLOYER may use a maximum of three (3) minutes of audio-visual material, including rehearsals and performances of the company, for any fund-raising, educational, or promotional use at no payment. Such use may include, but not be limited to, radio and television advertisements, the broadcasting of such recordings for fund-raising purposes, and/or broadcasting for promotional purposes over television, radio, Internet, newsreel or similar media. Company will secure agreement in advance from Principal casting when new material is created under this paragraph and Principals will have the right to discuss the use of this material with Management

(f) Up to three (3) minutes of new or existing audio-video material may be used in a Documentary program (not otherwise covered by this agreement) at no additional compensation to the DANCERS.

32. ADVERTISING OF ARTIST'S NAME

(a) The EMPLOYER agrees that it will not, in any shape or form or manner, advertise or announce the name or identity of such Principals in connection with any production of said EMPLOYER, nor will it employ or use any photograph, picture or likeness of such Principals in connection with any Production unless prior thereto said EMPLOYER and said Principal shall have entered into a written contract of employment pursuant to the terms of this BASIC AGREEMENT, or shall have received written permission from such Principal permitting the use of his photograph, picture or likeness for the purposes stated above.

(b) In the event that the EMPLOYER shall violate any of the provisions of this paragraph, then upon demand from AGMA, the EMPLOYER shall forthwith deposit with AGMA the sum of Fifty Dollars (\$50.00) liquidated damages for the alleged violation on the part of the EMPLOYER for each week, or part thereof, that the said EMPLOYER shall have engaged in the practices hereinabove prohibited. AGMA agrees to hold the said sum of Fifty Dollars (\$50.00) and to dispose of the sum pursuant to the following terms and conditions:

(1) That unless the EMPLOYER shall institute an arbitration proceeding to recover the said sum of Fifty Dollars (\$50.00) within four (4) weeks following the demand by AGMA for the payment of said sum of Fifty Dollars (\$50.00), then AGMA shall be authorized to pay over said sum of Fifty Dollars (\$50.00) to the Principal.

(2) In the event the EMPLOYER shall institute an arbitration proceeding for the recovery of said sum of Fifty Dollars (\$50.00) within the time herein provided for, then AGMA shall continue to hold the said sum and to pay the same over as provided for in the arbitrator's award, it being understood and agreed that in the event the arbitrator shall find that the EMPLOYER has violated the provisions of this paragraph, then in no event shall the damages amount to less than the liquidated amount of Fifty Dollars (\$50.00).

(c) It is understood and agreed by the parties hereto that the assessment, collection and/or payment of the aforementioned liquidated damages shall in no way be deemed a waiver of any of the Principal's rights in connection with the practices hereinabove prohibited, except that the Principal shall institute an arbitration proceeding for the recovering of damages greater than the Fifty Dollars (\$50.00) hereinabove referred to, if any, within six (6) weeks following the demand by AGMA for the payment of the said sum of Fifty Dollars (\$50.00).

(d) The EMPLOYER shall not be responsible for the public appearance of the ARTIST's name, likeness, photograph or picture in connection with any performance if it shall be proved that the name or likeness of the AGMA member was placed before the public by the AGMA member, his personal representative or manager, or without the knowledge or consent of the EMPLOYER by the local manager in the city where the performance shall be scheduled to take place.

33. USE OF NEW YORK CITY BALLET NAME

Use of the name "New York City Ballet" in advertising or promotion of engagements not specifically covered by a Dancers' Employment contract may only occur with the permission of the

Company. Copy must be submitted in writing for approval. Use of NYCB photographs also requires permission from the Company and the photographer. When permission is required it will be acted on promptly and consent will not be unreasonably withheld.

34. ADVERTISING CONDITIONS AND COMPENSATION

(a) For any photo shoot or commercial production which takes place outside and/or beyond the scope of the expected regular rehearsal and performance duties of an ARTIST, said ARTIST will be compensated at the rate of one-seventh (1/7<sup>th</sup>) of the weekly performance salary.

(b) If the photo shoot produces an image that is used commercially, the ARTIST will receive an additional payment of one-seventh (1/7<sup>th</sup>) of the performance salary. The EMPLOYER has the option to purchase this commercial payment in the first photo shoot as long as this payment equals the minimum of two-sevenths (2/7<sup>ths</sup>) the performance salary.

(c) Any ARTIST has the right to refuse to take part in a photo shoot. The EMPLOYER must make available to the ARTIST any information it has about a photographer or producer upon the ARTIST's request.

(d) A formal forum will be established as soon as practicable, from the date of signing of this Agreement. This forum will be comprised of members of the ARTISTS' dancers committee and representatives of the EMPLOYER in order to discuss any potential production/publication of products other than the EMPLOYER's (ex. NYCB Workout Book, Nutcracker video). This forum will be responsible for gathering and disseminating information about such product and advising the ARTISTS involved.

SECTION NINE

35. NEW YORK CITY BALLET STAGE MANAGERS AND ASSISTANT STAGE MANAGERS.

(a) COMPENSATION

(1) Weekly Compensation

(A) Stage Manager(s) and Assistant Stage Manager(s) hired on seasonal contracts shall be compensated no less than the following weekly amount in each year of this BASIC AGREEMENT:

	8/29/05-8/27/06	8/28/06-8/26/07	8/27/07-8/24/08	8/25/08-8/30/09
Stage Managers	\$1705.00	\$1756.00	\$1826.00	1899.00
Asst Stage Managers	1326.00	1366.00	1421.00	1478.00

(B) Stage Manager(s) and Assistant Stage Manager(s) hired on a 52 week contract shall be compensated no less than the following weekly amount in each year of this BASIC AGREEMENT:

	8/29/05-8/27/06	8/28/06-8/26/07	8/27/07-8/24/08	8/25/08-8/30/09
Stage Managers	\$1572.00	\$1619.00	\$1684.00	1751.00
Asst Stage Managers	1126.00	1160.00	1206.00	1254.00

(1) Stage Managers and Assistant Stage Managers not already on a 52-week contract shall be engaged for three (3) weeks prior to the first performance of a season and one (1) week following the last performance of a season, and for any tour not less than one (1) week immediately prior and not less than one (1) week immediately following any tour.

(2) Stage Managers and Assistant Stage Managers who do any work in preparation for a production prior to the period outlined in the preceding sub-paragraph (1) will receive compensation on a pro-rata basis on one-sixth (1/6th) of the weekly contracted salary for every day worked.

(C) After completing five years of service (as determined in Section 11(b) above), an Assistant Stage Managers will have \$25.00 added to their basic weekly salary, beginning in their sixth year. This addition will raise their base rate and they will thereafter receive the same percentage increases in subsequent years as set forth above.

(2) PER DIEM - USA AND CANADA\*

8/29/05-8/27/06	8/28/06-8/26/07	8/27/07-8/24/08	8/25/08-8/30/09
\$185.00	\$190.00	\$195.00	\$200.00

\*excepting U.S. State Department designated "High Cost" areas, which shall be negotiated individually as needed.

PER DIEM - SARATOGA

8/29/05-8/27/06	8/28/06-8/26/07	8/27/07-8/24/08	8/25/08-8/30/09
\$175.00	\$180.00	\$185.00	\$190.00

In keeping with Company policy, rates for per diem allowances for travel outside the United States and Canada shall be negotiated in advance of each individual tour, as shall rates for per diem allowances within the United States and Canada in those instances where the Company provides lodging.

(3) When required to be present for rehearsals, performances, or technical calls when such a service extends after midnight to the following day, the Stage Managers and Assistant Stage Managers shall be considered on duty for the following day and thus entitled to full salary and per diem for that day.

(4) Travel days, for the purposes of compensation will be considered full days.

(5) All Stage Managers and Assistant Stage Managers shall be given one Free Day as defined in Section 10 paragraph (e) in each seven (7) day work week, with the exception of one (1) load in day for the Winter Season, one (1) load in day for the Spring Season, and one (1) changeover day between

Nutcracker and repertory. In the event that a Stage Manager or Assistant Stage Manager is required to work on his or her Free Day, they will be compensated an additional 1/6<sup>th</sup> of their weekly salary in addition to their weekly compensation.

(b) Televising, Filming and Recording

(1) All rules applying to performers pertaining to any televised, filmed or recorded performances or rehearsals shall also pertain to Stage Managers and Assistant Stage Managers .

(2) Whereas Stage Managers and Assistant Stage Managers are not recognized by broadcast or film organizations as falling under their jurisdiction as "performers", the Stage Managers and Assistant Stage Managers shall remain under the jurisdiction of AGMA for all events.

(3) Any Stage Manager and Assistant Stage Manager involved in any such event shall be paid a minimum of an additional one (1) week's contractual salary.

(c) Severance Pay

After three (3) years of service, if a Stage Manager is not reengaged for reasons other than cause, he/she shall receive one (1) week current week's salary per year of service up to a maximum of ten weeks for ten (10) years or more of service.

(d) Vacation Pay

Stage Managers and Assistant Stage Managers employed on a seasonal contract(s) will receive vacation pay equal to 8% of the annual gross salary earned during the applicable calendar year.

(e) Benefits

All Stage Managers and Assistant Stage Managers shall receive the same retirement, health and EMPLOYER-paid family coverage [see Paragraph 18.(b)(2)], worker's compensation and unemployment benefits as stated in this BASIC AGREEMENT.

SECTION TEN

36. TRANSPORTATION

(a) General Provisions

(1) Copies of the tour itinerary will be made available to each ARTIST not later than one (1) week prior to the commencement of the tour. Any additions or changes in the itinerary must be announced to the Company as soon as known. Mail will be forwarded from the Company office to the ARTISTS on tour at least once each week in cases of tours of three (3) weeks or more.

(2) 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.

(3) The EMPLOYER also agrees to pay for all transportation charges which may be incurred by the ARTIST during the course of a trip, such as Taxi fares between terminals, etc.

(4) Personal Baggage - The EMPLOYER shall transport a reasonable amount of each ARTIST's personal baggage on tour and shall be liable for any loss or damage to same (ordinary wear and tear excepted) up to a maximum of \$1000.

(5) Black Cases - The EMPLOYER agrees that while on tour it will carry the ARTIST's make-up and practice clothes from point to point except in case of emergencies.

(6) For all means of transportation, the departure time will be computed from the time of call for departure from point of assembly.

(7) AGMA reserves the right to set up other terms and conditions of granting permission to the EMPLOYER to take any ARTISTS for an engagement, series of engagements or tour outside the U.S.A. or Canada.

(b) Except for intercontinental flights, no travel shall be scheduled to begin prior to 6:00 a.m. in the city of departure or to terminate later than 12:00 midnight at the point of arrival. Travel prior to 8:00 a.m. shall be compensated at the straight time hourly rehearsal rate in one half (1/2) hour segments.

(c) In the event the Dancers are scheduled to travel to another city after a matinee performance, the Dancers shall be allowed one-half (1/2) hour following the end of the performance for getting out of costume plus an additional one (1) hour for dinner prior to the commencement of such travel.

(d) The EMPLOYER further agrees that if any daylight trip exceeds seven (7) hours, then on that day the EMPLOYER shall not call any rehearsals.

(e) If the ARTIST returns home due to illness or injury, the EMPLOYER will pay the ARTIST's return transportation to the City of Origination.

(f) If the ARTIST's injury or illness prohibits the ARTIST from rejoining the Company on tour, the ARTIST will continue to receive the weekly in-town performance salary for three (3) weeks or to the end of the tour, whichever occurs first.

(g) If the ARTIST returns home due to a death or serious illness in the family, the transportation will be paid by the EMPLOYER.

(h) If the EMPLOYER wishes the ARTIST to return to the tour following a death or serious illness in his family, the EMPLOYER will pay for the ARTIST's return transportation to rejoin the Company.

(i) If the EMPLOYER does not wish the ARTIST to rejoin the Company on tour following his absence due to a death or serious illness in his family, the ARTIST will remain at home and receive the in-town weekly salary for three (3) weeks or to the end of the tour, whichever occurs sooner.

(j) No ARTIST shall leave the City of Origination for work outside said city unless the EMPLOYER, prior to his departure therefrom, has provided and paid for his transportation and his baggage in accordance with the foregoing provisions, including return transportation back to the City of Origination.

AGMA shall have the right to require the EMPLOYER to post such bond or bonds or such other security, including money, and in such amount, as in its sole discretion AGMA shall deem necessary to insure the safe transportation and return of the ARTIST.

(k) Travel Time Compensation

In the City of Origination, travel outside of the Lincoln Center Complex shall be compensated as one (1) hour of A1 overtime each direction per trip.

(l) Notification of change of the travel day in order to allow rehearsal on Sunday of the following week at Saratoga must be no later than February 1<sup>st</sup> of the same year.

37. RAILROAD TRAVEL, CONDITIONS OF

Travel Between 6:00 A.M. and 8:00 A.M.

(a) Whenever transportation is scheduled to commence, or does commence between the hours of 6:00 A.M. and 8:00 A.M., the ARTIST shall receive the straight time rehearsal rate in one half (1/2) hour segments.

(b) AGMA agrees that it shall waive the provisions of sub-paragraph 37.(a) provided the EMPLOYER submits to AGMA, two (2) weeks prior to any contemplated travel between the hours circumscribed in the above paragraph, a schedule of railroads to be used which proves conclusively that there is no other train which, leaving after 8:00 A.M. would fulfill all the customary conditions of travel by the EMPLOYER. Where it is subsequently determined that there is a train which does leave after 8:00 A.M. and does fulfill the customary conditions of travel by the EMPLOYER, the EMPLOYER shall pay to each ARTIST double the amount of payment set forth in this paragraph, except where such a train has been added to the railroad schedule at a time subsequent to the approval given by AGMA.

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

38. BUS TRAVEL, CONDITIONS OF

(a) Daily Mileage

Where the EMPLOYER transports the ARTIST over two hundred eighty (280) miles in one (1) day, the EMPLOYER shall pay to each ARTIST Five (\$5.00) Dollars for each twenty-five (25) miles, or fraction thereof in excess of two hundred eighty (280) miles, except where such excess mileage has been created by conditions such as washout of roads or detours. The EMPLOYER can exceed the two hundred eighty (280) mile limitation without payment to the ARTIST if such travel takes place on a two-day trip which does not exceed five hundred sixty (560) miles or within a successive three-day trip which does not exceed eight hundred forty (840) miles, then the EMPLOYER shall be liable to pay to each ARTIST (\$5.00) Five Dollars for each twenty-five (25) miles or fraction thereof in excess of the two-day or three-day mileage total. On a day of two (2) performances, the EMPLOYER shall pay each ARTIST the sum of (\$.25) Twenty-Five Cents per mile for all miles traveled. On days of matinee performances only, where the EMPLOYER transports the ARTIST over one hundred (100) miles before the performance, the EMPLOYER shall pay the ARTIST the sum of Five (\$5.00) Dollars for each twenty-five miles or fraction thereof in excess of one hundred (100) miles.

(b) Travel Between Midnight And 8:00 A.M.

No transportation by bus shall take place between the hours of midnight and 8:00 A.M. Where bus transportation takes place between 6:00 A.M. and up to 8:00 A.M., the penalty provisions as set forth in sub-paragraphs 36.(a) and (b) of this BASIC AGREEMENT shall apply.

(c) Proof of Insurance

The EMPLOYER agrees to submit proof to AGMA in writing that the carrier company carries liability insurance of at least One Hundred Thousand Dollars (\$100,000.00) for each ARTIST engaging in travel.

(d) Bus Standard

The EMPLOYER agrees that transportation by bus shall be by first class motor bus, with heating and ventilating facilities in working order. In the event the bus used to commence a tour required 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.

(e) Under no circumstances whatsoever shall the EMPLOYER schedule travel on a day within ten (10) hours of the termination of the evening performance immediately prior thereto.

39. AIRPLANE TRAVEL, CONDITIONS OF

In the event the EMPLOYER chooses to transport the Company by airplane, the EMPLOYER agrees that such air travel shall exclusively be by REGULARLY SCHEDULED AIRLINES. The EMPLOYER agrees to purchase an annual travel accident insurance policy with a principal sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) for each ARTIST. EMPLOYER agrees that ARTISTS will not be called upon to appear in a performance on a day following a transcontinental or transoceanic trip by air which is scheduled to end after 11:00 a.m. Travel by air will be deemed to commence as of the time of departure from the city air terminal. 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.

40. 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.

41. TRANSPORTATION TO PLACE OF PERFORMANCE OR REHEARSALS

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 (1) 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 shall be provided for all ARTISTS by the EMPLOYER at its own expense, except in those cases where both prior to and succeeding any such performance public transportation shall be available to and from the point mentioned previously to the place of performance. The EMPLOYER further agrees that notwithstanding the foregoing, if the place

of performance shall be more than three (3) miles from the central point previously agreed to, it will provide bus or other similar transportation 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.

42. FREE DAY ON TOUR

(a) During any performance week, the Free Day shall consist of twenty-four (24) consecutive hours except that during performance weeks outside the City of Origination the Free Day may consist of a Free Day and a free night if such is made necessary because of travel schedules. It is agreed that the Free Day shall nevertheless be twenty-four (24) consecutive hours wherever possible. The EMPLOYER agrees that it will make **strenuous best efforts** to ensure that while on tour, a Free Day will follow a travel day.

(b) In the event that the travel schedule does not permit the twenty-four (24) consecutive hour Free Day during performance weeks outside the City of Origination, the Free Day may consist of a Free Day and a free night as follows: A Free Day shall commence at 11:00 a.m. and end at 7:30 p.m. the same day. A free night shall commence at 7:30 p.m. and end at 11:00 a.m. the following day. While outside the City of Origination, the ARTIST may be required to travel during the free night, except when traveling by bus, providing proof is submitted in writing to AGMA that such travel is made necessary because of prevailing schedules.

(c) The ARTIST shall not be called for rehearsal, costume fitting, photo call or for any other reason on a Free Day except as provided below:

The ARTIST may be required to rehearse on the Free Day outside the City of Origination only in the event of an Emergency Rehearsal as defined herein.

If the ARTIST is required to rehearse on the Free Day outside the City of Origination due to an emergency caused by sickness or injury of ARTISTS, and the EMPLOYER shall compensate the ARTIST at the A3 rate (double time rate)

(d) If the Artist is required to rehearse on a Free Day outside of the City of Origination due to reasons other than an emergency caused by sickness or injury of ARTISTS, as cited in paragraph 42(c) above, the EMPLOYER will compensate the Artist at no less than the rate of Ninety (\$90.00) Dollars for the first (1<sup>st</sup>) hour and Forty-five (\$45.00) Dollars for each additional half (1/2) hour.

(e) It is understood that a travel day is a work day and subject to the rules of the contract.

(1) If the travel day or travel days create a seven-day consecutive work week without a free day, it will be compensated with either a paid free day in the following rehearsal period or a payment to each ARTIST of 1/6<sup>th</sup> of their weekly salary.

(2) If there is (i) a travel day or travel days during a week when there are only three (3) or fewer performances and (ii) the ARTISTS are being paid on a pro rated basis as defined in paragraph 24(d), the EMPLOYER may compensate the ARTISTS in one of the following methods: (x) a paid free day in the following rehearsal period, or (y) a payment to each ARTIST of 1/6<sup>th</sup> of their weekly salary, or (z) pay each ARTIST a full week performance salary.

43. THEATER CONDITIONS ON TOUR

(a) The EMPLOYER agrees to take all reasonable steps in an effort to obtain the following performance conditions for performances outside the City of Origination:

(1) A stage which, prior to the commencement of performance, is not slippery.

(2) The EMPLOYER shall advise all theaters in which the Company will perform that the temperature shall be maintained above sixty-five (65) degrees on stage and in dressing rooms and in corridors leading to the stage.

(3) If AGMA determines that a specific theater has not met the health and safety standards set forth in the BASIC AGREEMENT, the EMPLOYER agrees not to book into the theater providing that the theater's inadequacies are made known to the EMPLOYER prior to the time of the signing of the contract between the EMPLOYER and the theater.

(4) The EMPLOYER agrees to provide six (6) cots for use in the dressing rooms in all theaters where the Company shall perform and/or rehearse.

44. HOTELS

(a) Upon request by the Dancers at least four (4) weeks prior to the commencement of a tour and upon agreement by the Dancer that he will occupy said lodgings and pay for said lodgings for at least one (1) day, EMPLOYER shall attempt to obtain hotel lodgings at moderate costs. No employee or agent of the EMPLOYER, no member of AGMA, and no person who occupies the position of Company Manager shall seek or accept a commission on the lodgings obtained by the EMPLOYER or the Company Manager for any ARTISTS. AGMA agrees that the customary complimentary room provided for Company Managers will not be construed as a commission.

(b) The EMPLOYER will make best efforts to provide two (2) hotels of different price ranges when the company is traveling domestically, and if the ARTISTS are paying for lodging with their per diem. Each Artist, when provided with the choice of two (2) hotels by the EMPLOYER is required to commit to the Artist's choice of one (1) hotel ninety (90) days prior to the beginning of the tour.

45. MEDICAL PROVISIONS ON TOUR

The EMPLOYER agrees that should a Dancer become ill or injured while on tour, a member of management will personally arrange for the Dancer to see a qualified doctor or be transported to an emergency medical service.

46. REST PERIOD AFTER DAYTIME TRIP

The EMPLOYER agrees that where any ARTIST has concluded a daytime trip, that there shall be at least two and one-half (2-1/2) hours immediately following the completion of the trip, which will include the travel time from the hotel to the theater, during which time the ARTIST may not be called upon by the EMPLOYER to participate in any rehearsals for the EMPLOYER. If the EMPLOYER shall violate the provisions in this sub-paragraph, the EMPLOYER agrees to compensate each ARTIST at the prevailing rehearsal rate plus One Dollar (\$1.00) per hour or fraction thereof for each such violation. If the ARTIST has concluded a daytime trip by train which did not exceed two and one-half (2-1/2) hours' duration, and if the ARTIST is not required to remain overnight in the city of performance, there need be only one (1) free

hour immediately following the completion of the trip, during which time the ARTIST may not be called upon by the EMPLOYER to participate in any rehearsal for the EMPLOYER.

47. PER DIEM - USA AND CANADA\*

In addition to the above in-town contractual salaries, all ARTISTS shall receive per diem for each day spent outside the City of Origination as follows:

8/29/05-8/27/06	8/28/06-8/26/07	8/27/07-8/24/08	8/25/08-8/30/09
\$185.00	\$190.00	\$195.00	\$200.00

Per diem shall begin at the time of call in the City of Origination and shall finish at the drop-off point in the City of Origination.

\*excepting U.S. State Department designated "High Cost" areas, which shall be negotiated individually as needed.

PER DIEM - SARATOGA

In addition to the above in-town contractual salaries, all ARTISTS shall receive per diem for each day spent outside the City of Origination as follows:

8/29/05-8/27/06	8/28/06-8/26/07	8/27/07-8/24/08	8/25/08-8/30/09
\$175.00	\$180.00	\$185.00	\$190.00

Per diem shall begin at the time of call in the City of Origination and shall finish at the drop-off point in the City of Origination.

In keeping with Company policy, rates for per diem allowances for travel outside the United States and Canada shall be negotiated in advance of each individual tour, as shall rates for per diem allowances within the United States and Canada in those instances where the Company provides lodging.

48. SUSTENANCE PAYMENT DURING TRAVEL

(a) 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 the time of call in the City of Origination and finishing at the drop-off point in the City of Origination) during which he shall be required to travel.

(b) The EMPLOYER agrees to provide food and beverages at the theatre on the first work day of any tour (except Saratoga) at the expense of the EMPLOYER. Said provision of food and beverages may continue at the request of the ARTISTS and at the ARTISTS' expense after the first work day of any such tour. The type, quality and quantity of food may be discussed with the EMPLOYER during discussions that take place with the Dancers' Committee prior to each tour.

49. LECTURE DEMONSTRATIONS

If Artistic Management (Staff) schedules, casts and rehearses Dancers for a Lecture/Demonstration (by way of example and not limitation: a guild luncheon), then such rehearsals shall be paid for at the rehearsal rate and such Lecture/Demonstration shall be counted and paid for as a performance. There must be a minimum rest period following each Lecture/Demonstration for a minimum of one (1) hour. Each Lecture/Demonstration shall be treated in all respects as a performance.

If the Education Department schedules, casts and rehearses Dancers for a Lecture/Demonstration and participation of the Dancer is entirely voluntary, then such Dancers shall be given one inclusive honorarium for the rehearsals, travel time (if any) and the Lecture/Demonstration.

50. EDUCATIONAL PROGRAMS

Once Per contract year, Dancers may be asked to participate in an educational program for no additional compensation under the following conditions:

Following the announcement of the schedule for the program, dancers will have the opportunity to contact the education department if they are not available to participate.

Casting will be posted two weeks in advance.

All rehearsals for the program will be scheduled during regular rehearsal hours and paid at regular contract rates

51. 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 individual contract, then the EMPLOYER may exercise his right to suspend payment to the ARTIST of the ARTIST's compensation on 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 lack of citizenship. Where the EMPLOYER so exercises his right to suspend payment, then the EMPLOYER shall pay sustenance to the ARTIST of no less than the full per diem provided in Paragraph 47. above for each day payment is suspended.

52. TOUR GUARANTEE OF EMPLOYMENT

EMPLOYER agrees that it will continue to employ during the duration of its performances (tour) outside 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 or voluntary withdrawal but in no event less than eighty-five (85%) percent of the original total number.

53. TOUR ANNOUNCEMENT AND DISCUSSIONS

(a) The EMPLOYER will announce tentative tour dates as early as possible. Confirmation of such tour dates will be announced no later than nine (9) months prior to the effective date of the commencement of the tour. If tour dates cannot, under certain circumstances, be confirmed, a formal

meeting between the Dancers' Committee and the EMPLOYER is required to discuss the circumstances in question.

(b) A formal meeting between the Dancers' Committee and the EMPLOYER will take place in a timely fashion prior to each potential tour to discuss all tour conditions for each individual tour, domestic or international. Discussion will include but is not limited to travel time, earlier returns, food and beverages, hotel accommodations and international per diems.

(c) Provided that the EMPLOYER has already engaged at least the minimum number of dancers for at least the minimum number of guaranteed weeks set forth in the BASIC AGREEMENT, and provided that during the term of this AGREEMENT the EMPLOYER will engage and bring a full roster of dancers on a tour outside of the city of origin, not including the Kennedy Center and Saratoga, the EMPLOYER may, on a case by case basis, request consent from the ARTISTS and AGMA to engage less than the minimum number of dancers, for a limited period in order to perform in engagements or markets where it is not possible for the entire Company to perform.

## SECTION ELEVEN

### 54. ASSIGNMENT OF ARTIST'S CONTRACT

The EMPLOYER agrees that the individual contracts of 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 or the transfer of said individual contract without such written consent shall be deemed null and void.

### 55. 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.

### 56. CONTRIBUTIONS TO EMPLOYER PROHIBITED

(a) No officer, director, employee or agent 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 BASIC AGREEMENT.

(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.

57. SALARIES PAID IN LEGAL TENDER

All minimum rates of compensation set forth in this BASIC AGREEMENT, all other rates of compensation set forth in this BASIC AGREEMENT, and all other rates of compensation set forth in every individual contract between the EMPLOYER and the ARTIST must be paid in legal tender of the United States and not otherwise for performances rendered inside the United States.

58. NON-PAYMENT OR PARTIAL PAYMENT OF SALARIES

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

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

59. PAYMENT OF SALARIES

Subject to any special arrangement that may be agreed upon between AGMA and the EMPLOYER under the provisions of Paragraph 57 above, the EMPLOYER agrees that all ARTISTS shall be paid by the seventh (7th) day of each week commencing with the seventh (7th) day of the first (1st) week in which the EMPLOYER rehearses or presents any performances. In the event that an individual ARTIST's Free Day is also the Company pay day, the ARTIST whose Free Day falls on the Company pay day will be paid on the day immediately following his Free Day. All overtime payments, penalty payments, overmileage payments or any other payments which arise separate and apart from the weekly minimum salaries, shall be paid by the EMPLOYER to the ARTIST by separate check not later than Thursday following the last Performance Week of any in-town season or tour.

60. SOCIAL SECURITY

(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 circumstances constituting a valid defense to Worker's Compensation claims according to the laws of the State of New York.

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

(c) The EMPLOYER agrees to elect to continue to cover all ARTISTS herein under the Social Security laws of the United States and to execute and file the necessary forms required to obtain such

coverage and, thereafter, as required by the laws. The EMPLOYER further agrees to provide coverage under the Disability Benefit Law of the State of New York to the extent required by such laws.

(d) The contribution made by the EMPLOYER for Unemployment Insurance or Social Security tax purposes shall be based upon the compensation provided for in the ARTIST's Individual Employment Contract 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) Upon request of AGMA, the EMPLOYER shall disclose to AGMA evidence of the EMPLOYER's compliance with the provisions of this paragraph 60.

61. ARBITRATION OF STANDARD ARTISTS' AGREEMENT

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

"Any controversy or claim arising out of or relating to this CONTRACT or the breach or interpretation thereof shall be settled by arbitration in New York City in accordance with the rules, then obtaining, of the American Arbitration Association. Either party may demand such arbitration in writing, which demand shall include the name of the arbitrator appointed by it. Within three (3) days after such demand, the other party shall name its arbitrator, or in default of such appointment, such arbitrator shall be named forthwith by the Arbitration Committee of the American Arbitration Association. The two (2) arbitrators so appointed shall select a third (3rd) within a period of five (5) days from a panel submitted to them by the Arbitration Committee of the American Arbitration Association and, in lieu of their agreement upon such third (3rd) arbitrator, he shall be appointed by the Arbitration Committee of the American Arbitration Association. The hearing shall be held on two (2) days' notice and shall be concluded within fourteen (14) days, unless otherwise ordered by the arbitrators. The award of the arbitrators shall be within seven (7) days after the close of the submission of evidence. An award agreed to by a majority of the arbitrators so appointed shall be binding upon both parties, and judgment upon such award may be entered by either party in the highest court of the forum, State or Federal, having jurisdiction."

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

62. ARBITRATION OF THE BASIC AGREEMENT

Any controversy or claim arising out of or relating to this contract or breach or interpretation thereof shall be settled by arbitration in the same manner as is provided in the quoted portions of Paragraph 61. All arbitrations between the EMPLOYER and any ARTIST and/or between the EMPLOYER and AGMA shall take place in New York City.

63. FORCE MAJEURE

This BASIC 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 New York City Ballet, 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 New York City in the event that the Company is out of town at the time. Whether or not the individual ARTIST's contract is terminated by either party, the EMPLOYER shall pay to the ARTIST applicable per diem for any day for which the ARTIST did not receive his individual contractual compensation, but for not more than the period of ten (10) days as set forth above."

64. PARTIES BOUND BY THE AGREEMENT

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

65. NOTICES

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

66. TERM OF AGREEMENT

(a) The term of this BASIC AGREEMENT shall commence on August 29, 2005, and shall terminate on August 31, 2009, 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 seasons. AGMA agrees to submit proposals for a new Basic Agreement no later than April, 2009.

67. AUTHORIZED SIGNATURE

Kenneth Tabachnick hereby warrants and represents that he has the requisite authority as an agent and representative of the EMPLOYER to sign this BASIC AGREEMENT on behalf of, and to bind, the EMPLOYER.

68. SEPARABILITY

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

69. NO WAIVER BY AGMA

Except as otherwise provided, waivers to provisions of this BASIC AGREEMENT may or may not be granted by AGMA in its sole discretion and shall be effective only when in writing and signed by a duly authorized signatory of AGMA. The granting of any such waiver shall not constitute a precedent for the future. Failure of AGMA to insist upon the strict performance of any of the provisions of this BASIC 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.

70. DISCRIMINATION FORBIDDEN

EMPLOYER will not discriminate against any AGMA member because of such member's activities on behalf of AGMA, nor shall it discriminate against any ARTIST because of ARTIST's sex, age, race, color, handicap, marital status, religion, national origin or citizenship in accordance with immigration provisions, sexual orientation or affectional preference or as otherwise required by law.

71. SEGREGATION

No ARTIST will be required to appear in any theater or other place of performance which discriminates in any manner against an ARTIST or patron on the basis of the criteria of Paragraph 68.

72. GOVERNING LAW

It is the intention of the parties that the validity, construction, performance, and application of this BASIC AGREEMENT shall be governed exclusively by the laws of the State of New York.

73. CHOREOGRAPHER WORKSHOP

Choreographer workshop terms and conditions, on a case-by-case basis, shall be determined by a Joint Committee consisting of representatives of the Dancers' Committee and the Artistic Staff.

74. INDEMNIFICATION

The Employer indemnifies AGMA for all liability imposed upon AGMA as a result of any occupational injury, illness or death of bargaining unit members.

75. LOCKOUTS AND STRIKES

Notwithstanding any other provisions of this BASIC AGREEMENT, there will be no lockouts and no strikes during the term of this BASIC AGREEMENT.

76. HARMONIOUS WORKPLACE

It is expressly understood that the parties recognize that mutual dignity and respect between the parties, between the EMPLOYER and the ARTISTS, between the ARTISTS and the EMPLOYER, is vital to and engenders a healthy, productive and harmonious work environment. This is intrinsic to both the business and artistic endeavors of the EMPLOYER, and the ability of the Artist to perform. The parties to this Agreement collectively, individually and responsibly adhere to this ideal. Any grievance or complaint arising from a substantive infraction of the above, will be swiftly, effectively and mutually resolved by AGMA and the EMPLOYER.

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

FOR THE AMERICAN GUILD  
OF MUSICAL ARTISTS:

FOR THE NEW YORK CITY BALLET:

\_\_\_\_\_  
Alan S. Gordon, National Executive Director

\_\_\_\_\_  
Kenneth Tabachnick, General Manager

IN THE PRESENCE OF:

IN THE PRESENCE OF:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT 1

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

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

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

1. The EMPLOYER shall engage 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 Covers in collaboration with the Choreographer or Stager. Instruction in the proper and safe use of the weapons shall be a prerequisite prior to the issuance of any weapon to any ARTIST for any rehearsal or performance. Where a question of safety exists in the opinion of the Fight Director, 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 weapon 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 ARTISTS' 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 additional, appropriate certifications and societies for inclusion in #9.]

## EXHIBIT 2

### COMPUTATION OF EXIT PAY FOR RETURNING ARTISTS

a = number of years Artist collected when said Artist left company the first time;

b = Artist's weekly salary when left company the first time;

c = current salary (salary when Artist leaves company the 2<sup>nd</sup> time.

$a(c-b) = d$ , the "retroactive" amount for the years prior to the Artist's first retirement

e = the lesser of : (i) the number of years since returning, or (ii) or 10(a).

$ce + d =$  total due Dancer.

Example: Artist A gets 8 years exit pay at \$900/week. Artist retires again making \$1375/wkk.

1.  $1375 - 900 = 475$ .
2.  $475 \times 8$  years = \$3800. Adjusted Exit Pay.
3. Artist A returns for 6 years
4.  $10 - 8$  years = 2. Artist A is only entitled to 2 more years of Exit Pay.
5.  $1375(2) + 3800 = 6550$  the total due Artist A, which means that Artist A received a total of 10 years at \$1375, the maximum salary when Artist A left the company for good.  $(8 \times 900) + 6550 = \$13,750.00$ .

If the Artist collected no Exit Pay when leaving the company the first time, the number of years of service from that time are cumulative toward to total 10 year cap which will be paid at the maximum salary when leaving the second time..

An Artist who collected 10 years of Exit Pay when leaving the company the first time is not eligible to collect any Exit Pay when leaving the company the second time.

EXHIBIT 3

Reference for past “outside engagements for New York City Ballet”  
(Goldberg performance in Purchase and Lincoln Center Festival, Cunningham’s *Summerspace*).

Per Performance Compensation:

Corps	\$250.00
Soloist	\$375.00
Principal	\$500.00

Travel paid for by the EMPLOYER.