

**AGMA SUMMARY OF THE TENTATIVE
AGREEMENT WITH THE MILWAUKEE BALLET**

AGMA and the Milwaukee Ballet have reached an agreement on a new three-year contract with the Milwaukee Ballet. Here are the changes in the new agreement:

1. The Apprentice I salary will be increased by \$100 per week in the first year and then 3% in each subsequent year. All other Dancer salaries will be increased by 3% in each season:

Here is the new wage scale:

		3%	3%	3%
	2023-2024	2024-2025	2025-2026	2026-2027
1st Apprentice	\$516.18	\$616.18	\$634.66	\$653.70
2nd Apprentice	\$774.26	\$797.49	\$821.41	\$846.05
New Dancer	\$1,012.11	\$1,042.47	\$1,073.75	\$1,105.96
Corps Dancer	\$1,113.59	\$1,147.00	\$1,181.41	\$1,216.85
Solo Dancer	\$1,209.52	\$1,245.81	\$1,283.18	\$1,321.68
Principal Dancer	\$1,298.42	\$1,337.37	\$1,377.49	\$1,418.81
Delegate Fee (per week)	\$100	\$100	\$100	\$100

2. Martin Luther King Day is added to the list of Holidays.
3. Holidays will be counted as 6 hours of working time in the week the holiday is celebrated.
4. Dancers will get two Free Days following a performance run unless the week following a performance run is a layoff week.
5. The additional 3 hours during a 6-performance week is eliminated.
6. Photoshoots, costume calls, and promotional activities will not be scheduled during the Dancer's regularly scheduled lunch period.
7. Meetings with Dancers will be scheduled when Delegates are available.

8. Deficiencies or circumstances that may lead to the non-reengagement of a Dancer will be discussed during the evaluation.
9. Should there be more than one new work in a series or dance pieces that have not been performed by the Company during the last three (3) years the following schedule will apply: On Tuesday, Wednesday's individual Artist's schedule shall be posted not later than 11:15 am and Thursday's individual Artist's schedule shall be posted not later than 3:15 p.m.
10. Rehearsals may be recorded for study films without advance notice.

**AGMA AND
MILWAUKEE BALLET
MEMORANDUM OF AGREEMENT**

The American Guild of Musical Artists and the Milwaukee Ballet hereby agree that the terms and conditions of the July 1, 2023 through June 30th, 2024 Basic Agreement shall continue in full force and effect subject to the following modifications:

1. Increase Compensation to Artists

<u>2024/2025</u>	<u>2025-2026</u>	<u>2026-2027</u>
3%	3%	3%

Increase Apprentice 1 by \$100 in first year and then 3% and 3%

9 COMPENSATION

a) **Minimum Compensation - Rehearsal/Performance Weeks**

		3%	3%	3%
	2023-2024	2024-2025	2025-2026	2026-2027
1st Apprentice	\$516.18	\$616.18	\$634.66	\$653.70
2nd Apprentice	\$774.26	\$797.49	\$821.41	\$846.05
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Delegate Fee (per week)	\$100	\$100	\$100	\$100

4. Add Martin Luther King Day as a Holiday and provide that Holidays count as 6 hours of working time.

15. FREE DAYS

b) Legal Holidays

ARTISTS may not be required to rehearse and/or perform on the following legal holidays: Labor Day, Independence Day, Memorial Day, Thanksgiving and the day following Thanksgiving, Christmas, New Year's Day, Martin Luther King Day and Easter Sunday. The holiday shall be a Free Day and shall count as six hours of working time during the week it is celebrated. All such legal holidays shall be in addition to the regularly scheduled Free Days. If the ARTIST is required to perform or rehearse on a legal holiday or if the holiday is scheduled to be the regular Free Day, the ARTISTS shall receive an extra Free Day within the succeeding or preceding two (2) week period of employment except Thanksgiving, Christmas and New Year's Day which shall have the extra Free Day scheduled within the succeeding or preceding four (4) week period of employment. If an alternate Free Day cannot be scheduled ARTISTS will be compensated at one fifth (1/5) of the weekly salary. Legal holidays which fall on a Sunday do not require an additional Free Day during that same week, provided the ARTIST shall have an alternate Free Day scheduled.

5. Provide two Free Days following a Performance Run.

15. FREE DAYS

a) Free Day Definition

A Free Day is a period of twenty-four (24) consecutive hours during which the ARTIST may not be required to travel, rehearse, perform, or execute any service or obligation whatsoever for the EMPLOYER. The Free Day shall not be interrupted by photo calls, costume fittings, or any other service, nor shall any individual volunteer such service without prior written consent from AGMA.

During performance weeks the twenty-four (24) hour consecutive time period shall be counted from twelve (12) hours after the close of the last preceding performance. Each performance week shall have one (1) Free Day in each Monday through Sunday week provided, however, that the free day may be postponed to the first Monday of the following work week, but must occur not later than the tenth (10th) day following the immediately preceding Free Day.

Each rehearsal week shall have two (2) consecutive Free Days which shall be Saturday and Sunday. During a 5-day rehearsal week the consecutive Free Days shall commence at midnight and end at 11:00 a.m. in the morning of the third (3rd) following day. A travel call may take place not earlier than 8:00 a.m. following any Free Day.

In the week preceding the first performance week of a production, the Employer may schedule one (1) Free Day on Sunday, provided, however, that another Free Day shall be scheduled on the following Monday. If the following Monday is a Holiday, the Free Day provisions of the Legal Holiday section shall control.

The first two (2) days following the final performance of a production shall be Free Days. If either of these days is a Holiday, the Free Day provisions of the Legal Holiday section shall control. If the week is a Rehearsal Week, the following Saturday and Sunday shall also be Free Days. This shall not apply if the week following the final performance of a production is a lay-off week.

27. REHEARSALS DURING PERFORMANCE WEEKS

a) Performance Week Schedules

The ARTIST may be called upon to rehearse during each Performance Week without the payment of additional compensation when the work schedule does not exceed thirty hours during performance weeks with fewer than six (6) performances and a schedule of thirty-three (33) hours during performance weeks with six (6) or more performances. In all instances a performance shall be counted as three (3) hours of service.

~~1) The Monday following the first performance week will be a Free Day and the Tuesday following the first performance week shall be the day off for the next week.~~

6. Eliminate the extra rehearsal hours in performance weeks with 6 or more performances.

27. REHEARSALS DURING PERFORMANCE WEEKS

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9. Avoid scheduling Artists for promotional activity that conflicts with lunch periods.

34. GENERAL CONDITIONS FOR PERFORMANCE AND/OR REHEARSALS

(In the City of Origination or on Tour)

a) Over scheduling

The EMPLOYER agrees not to schedule rehearsals, which require an ARTIST to be available for any two (2) rehearsals occurring at the same time. The EMPLOYER will make best efforts not to schedule photoshoots, costume calls, and promotional activities during the ARTIST's regularly scheduled lunch period.

12. Provide that meetings with Dancers are scheduled at times when Delegates are available.

5. ARTIST EMPLOYMENT

e) Meetings with Artists.

Private meetings with an Artist outside of rehearsals and performances shall be scheduled in advance and prior notice of the meeting shall be provided to the AGMA Delegates.

13. Provide that Artists are notified of any issues that may lead to non-reengagement at their evaluation and provide for an opportunity to cure any deficiencies.

AGMA and Milwaukee Ballet agree that during evaluations, an open and frank discussions including candid evaluation and assessment of an artist's future with the Company includes a discussion of any deficiencies or circumstances that may lead to the non-reengagement of the Artist.

MILWAUKEE BALLET PROPOSALS

1. Paragraph 25(d) – Add: Should there be more than one new work in a series the following schedule will apply. On Tuesday, Wednesday's individual ARTIST's schedule shall be posted not later than 11:15 am and Thursday's individual ARTIST's schedule shall be posted not later than 3:15 p.m.

d) For new dance pieces or dance pieces that have not been performed by the Company during the last three (3) years, schedules may be posted as follows: (i) On Monday, Tuesday's individual ARTIST's schedule shall be posted not later than 3:15 p.m. and Wednesday's individual ARTIST schedule shall be posted by the end of the work day; (ii) On Tuesday, Thursday's individual ARTIST's schedule shall be posted not later than 3:15 p.m.. Should there be more than one new work in a series or dance pieces that have not been performed by the Company during the last three (3) years the following schedule will apply. On Tuesday, Wednesday's individual ARTIST's schedule shall be posted not later than 11:15 am and Thursday's individual ARTIST's schedule shall be posted not later than 3:15 p.m. During each series rehearsal period, this posting may occur in each of two weeks, such weeks need not be consecutive.

2. Paragraph 42 - Exempt “study purposes” from notice period in paragraph 42.

- b) Make archival/study films under the following conditions:
 - 1) At least twenty-four (24) hours’ advance written notice must be given to the ARTISTS prior to actual filming/taping of in-studio rehearsals for archival purposes. Rehearsals may be recorded for study films without advance notice.
 - 2) When recording is done during a rehearsal or performance, no additional compensation will be paid to the ARTIST(S) except when overtime or other penalties are payable under provisions of this Agreement.
 - 3) Study films, of which one will include a full stage shot, may be used exclusively for the purpose of recreating, restaging, restudying and recording choreography, and are to be used strictly as a record by the EMPLOYER and the choreographer or his/her authorized stager only ARTISTS’ requests to review archival tapes shall not be unreasonably denied.

Change the term of the contract to July 1, 2024 through June 30, 2027.

78. EXPIRATION

The term of this Agreement shall commence on July 1, 2023~~2024~~, and shall terminate on June 30, 2024~~2027~~, provided that all contracts with ARTISTS which expire after that date shall be deemed subject to such new Agreement as may be entered into between AGMA and the EMPLOYER for the next or succeeding season.

Unless modified herein, all other provisions in the July 1, 2023 through June 30th, 2024 Agreement shall remain in effect through the term of this agreement.

This Memorandum of Agreement is subject to ratification.

This Memorandum of Agreement is subject to approval by the AGMA Board of Governors.

**THE AMERICAN GUILD OF MUSICAL
ARTISTS**

MILWAUKEE BALLET

Date: _____

Date: _____