

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SAINT LOUIS BALLET COMPANY

AND

THE AMERICAN GUILD OF MUSICAL ARTISTS, AFL-CIO

August 1, 2024 - July 31, 2027

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This AGREEMENT by and between the AMERICAN GUILD OF MUSICAL ARTISTS, AFL-CIO ("AGMA"), having its principal office at 305 7th Avenue, 2nd Floor, New York, New York 10001 and the SAINT LOUIS BALLET COMPANY ("the Employer"), a corporation having its principal place of business at 218 THF Blvd, Chesterfield, Missouri 63005.

The term of this Agreement shall commence on August 1, 2024 and shall terminate on July 31, 2027, provided that all Individual Artist Agreements 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 succeeding season.

PART I - PARTIES, REPRESENTATION, CONTRACTS

A) DEFINITION OF THE BARGAINING UNIT

- 1) The Employer recognizes AGMA as the exclusive collective bargaining agent for all full-time and regular part-time company dancers employed by the Employer at its Chesterfield, Missouri studios (collectively "Artists"). The Employer agrees that AGMA represents, for all collective bargaining purposes, a majority of the Artists.
- 2) Full-Time Company Dancers shall be defined as dancers employed by the Employer for twenty-eight (28) or more weeks in a Contract Year under a weekly wage and with the expectation of thirty (30) hours of Artistic Activity per week.
- 3) Regular Part-Time Company Dancers shall be defined as dancers, including Saint Louis Ballet II Dancers (SLB II Dancers), employed by the Employer under an hourly wage with the expectation of being paid for the hours they are scheduled to be or are engaged in Artistic Activity in accordance with this Agreement.

B) GUARANTEED EMPLOYMENT

- 1) The Employer guarantees to employ no fewer than twenty-one (21) Artists as Full-Time Company Dancers for twenty-eight (28) or more weeks in the period between August 10 and June 15 of each Contract Year, defined as August 1st through July 31st. The Employer may employ additional Artists as Regular Part-Time Dancers.
- 2) No weeks of employment from one guaranteed employment period shall be credited or offset to comply with the guarantee requirement in another guaranteed employment period.

C) SLB II DANCERS

- 1) The Employer may engage SLB II Dancers as Regular Part-Time Dancers. The number of SLB II Dancers shall not exceed twenty-five percent (25%) of the Full-Time Company Dancers engaged for the Contract Year.
- 2) SLB II Dancers may take company class and may rehearse and perform in all Employer performances in walk on roles; or in corps roles in any ballet where the cast for the ballet is greater than the number of available Full-Time Company Dancers (by gender); or in corps roles to facilitate the use of Full-Time Company Dancers in principal/soloist roles. No SLB II Dancer

shall be cast in a corps role in the first cast of a ballet when any Full-Time Company Dancer is only cast in a corps role in another cast (except in case of illness or injury).

- 3) If a SLB II Dancer is cast in a role other than a corps role, the Employer must engage the SLB II Dancer at the appropriate Full-Time Company Dancer rank for the remainder of the season. Any SLB II Dancer who is promoted to Full-Time Company Dancer for twenty (20) weeks or more shall be considered to have completed one (1) season as a Full-Time Company Dancer. If a SLB II Dancer is engaged as a Full-Time Company Dancer for fewer than twenty (20) weeks, the SLB II Dancer may not be reengaged as a SLB II Dancer.

D) OTHER PERFORMERS

- 1) The Employer may engage a Supplemental Dancer under an AGMA Individual Artist Agreement to fill principal, soloist, or corps roles to augment the Full-Time Company Dancers. In the event the Employer engages a Supplemental Dancer, the Employer shall notify AGMA. The number of Supplemental and Part-Time Dancers combined (excluding the SLB II Dancers) shall not exceed twenty-five percent (25%) of the Full-Time Company Dancers engaged for the Contract Year. Supplemental Dancers shall be covered by this Agreement.

E) TRAINEES

- 1) The term "Trainee" shall mean the participants in the Employer's Professional Training Program. No Trainee may stand in for a principal or soloist role. A Trainee may be cast in corps roles or corps character roles. Trainees may not perform in first cast roles if Artists are able and available to perform those roles.
- 2) Trainees are not covered by this Agreement, but all rehearsal and performance conditions shall apply when these other performers are working with the Artists.
- 3) When an Artist cast as a member of the corps is unable to perform due to illness or injury and another Artist is unavailable to take their place, a Trainee may be substituted in their place.
- 4) Nothing in this section shall be construed to limit or restrict the Employer's ability to cast students of the Saint Louis Ballet School in children's roles.

F) CHARACTER ROLES

Character Roles are non-dancing roles or roles in Nutcracker such as Party Parents, Mother Ginger, and/or Drosselmeyer when performed by someone other than Regular Full-Time or Part Time Dancers, including SLB II Dancers. . Nothing herein is intended to prohibit the Company from engaging the services of individuals to perform Character Roles. Character Roles are not covered by this Agreement, but all rehearsal and performance conditions shall apply when these other performers are working with the Artists.

G) INDIVIDUAL ARTIST AGREEMENT

- 1) No Artist may take part in any performances or rehearsals or do any work in preparation for a production without first signing an AGMA Individual Artist Agreement which shall state the

Artist's years of seniority. Seniority shall be determined by the number of years an Artist has been engaged by the Employer for twenty (20) weeks or more during any one (1) Contract Year.

- 2) All contracts and agreements made by the Employer with the Artists employed under this Agreement shall conform in every respect to all the provisions of this Agreement. Executed copies shall be sent electronically by the Employer to AGMA at contracts@musicalartists.org by the end of the season for Artists that will be reengaged or as soon as reasonably possible for any new Artists. Copies should also be sent to the AGMA Health and Retirement Funds, as appropriate.
- 3) The Individual Artist Agreement shall be in the most current form approved by AGMA [[AGMA Individual Artist Agreement](#)] and shall be subject only to such modifications agreed to by the Artist and AGMA, but in no event inconsistent with this Agreement or less favorable to the Artist. Nothing in this Agreement shall prevent any Artist from negotiating for or obtaining better terms than the minimum terms provided for herein.
- 4) The Individual Artist Agreement's Pay or Play clause shall be defined as: The Artist shall be paid for the guaranteed weeks or production as long as the Artist is ready and willing to perform. The Employer may dismiss an Artist from service as long as that Artist is paid for the balance of their guaranteed weeks or the run of the production for which they are engaged.
- 5) The Employer may extend the term of the Individual Artist Agreement depending on performance opportunities with four (4) weeks' notice prior to the effective change date.
- 6) Each Artist shall receive a copy of the Season Calendar with their Individual Artist Agreement. The Season Calendar shall contain all performance and tech rehearsal dates as well as layoff periods.
- 7) The Employer agrees that the Individual Artist Agreement may not be assigned or transferred to any individual or corporation unless the written consent of AGMA and the Artist shall have been endorsed on the face of the contract. The transfer of the Individual Artist Agreement without such written consent shall be deemed null and void.
- 8) The Employer agrees that the minimum terms and conditions governing the employment of Artists by the Employer are those contained in this Agreement and that it will not enter into any contract with or employ any Artist upon terms and conditions less favorable to the Artist than those set forth herein. The Employer agrees that no waiver by an Artist of any provision of this Agreement or any contract between any Artist and the Employer shall be requested by the Employer or be effective unless the written consent of AGMA to the making of such request or such waiver is first had and obtained.

PART II - ADMINISTERING THE CBA

A) PARTIES BOUND BY AGREEMENT

This Agreement shall be known as the Basic Agreement and shall be binding upon and 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.

B) APPLICATION OF BENEFITS

The Employer agrees that the provisions of this Collective Bargaining Agreement ("CBA" or "the Agreement") shall apply to and inure to the benefit of all Artists.

C) EMPLOYER RESPONSIBILITIES

- 1) The Employer shall employ and maintain in its employment only Artists covered by this BASIC AGREEMENT as are members of AGMA in good standing or as shall make application for membership by the thirtieth (30th) day following the beginning of their 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.
- 2) The Employer shall inform potential Artists that the Company Dancers are represented by AGMA. AGMA will be provided with the contact information for the dancers hired by the Employer so that AGMA can inform them of the rights, responsibilities, and obligations under this CBA.
- 3) The Employer will deduct from the gross compensation earned and to be earned by each Artist covered by this Agreement who individually request that such deductions be made in a signed written authorization submitted to the Employer Working Dues in an amount set by AGMA (currently 2%) per pay period and Annual Basic Dues in an amount set by AGMA (currently \$100) one time each season in the last payroll period of January. No other deductions shall be made from any Artist's compensation unless specified in writing by the Artist or required by law.
- 4) On or before the fifteenth (15th) of each month, the Employer shall remit to AGMA, by ACH or wire transfer, the total amount of all deductions made during the prior month for all Artists. At the time of such remittance, the Employer shall also furnish AGMA with a record (form to be supplied by AGMA) 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.
- 5) The Employer will provide AGMA Staff Representatives with any employment handbooks, personnel policies, a season calendar, and roster of Artists engaged for the season no less than six (6) weeks prior to the first rehearsals of the season or as soon thereafter as is practicable. The Employer will provide updated guides, handbooks, rosters, and season calendars before they are made available to the Artists.
- 6) The Employer shall not discriminate or retaliate against any Artist in compensation, casting, and/or any other opportunities because of their lawful activities on behalf of or against AGMA provided that any contractual union security obligations and no strike obligations may be enforced.

D) EMPLOYER RIGHTS

- 1) The Employer has and shall retain the full right of management and direction of its operations.
- 2) The Employer may make and enforce reasonable rules and regulations governing the operation, the manner and method of performing the work, and the performance standards it requires, conduct, attendance, disciplinary rules, promotion procedures, and any and all other matters so long as such rules and regulations are not in conflict with this Agreement. AGMA shall be informed of any rules or rules changes.

E) UNION RESPONSIBILITIES

AGMA shall notify the Employer in writing or electronically of the name or names of each person or persons from time to time designated by AGMA as its Delegates and Staff Representatives. A delegate shall be defined as an Artist selected by the Artists to serve as a liaison between Artists, AGMA, and the Employer. The Delegate is not an agent of AGMA for the purposes of waiving provisions of this CBA or entering into any legally enforceable agreement on behalf of AGMA or any individual Artist.

F) UNION RIGHTS

Upon reasonable prior written notice to the Employer, AGMA Staff Representatives have the right to be admitted to any location where Artists are working or scheduled to work provided that there is no disruption of work.

G) JOINT COMMITTEE

- 1) The Employer and AGMA are committed to the success of the Employer and agree that a good labor-management relationship will further this goal. The Employer and AGMA, therefore, agree to establish a Joint Committee, composed of AGMA and Employer representatives, to promote problem solving, open communications, respect, transparency, and trust.
- 2) The Joint Committee shall meet regularly to discuss and resolve any issues impacting the terms and conditions of employment of the bargaining unit.
- 3) A written request for a meeting of the Joint Committee may be made by either party. The Employer and AGMA will exchange items for the meeting agenda at least one (1) day in advance of the meeting. The parties will mutually agree upon the format (i.e. Zoom or in person), location, date, time, and agenda of the meeting.

H) NO CONTRIBUTIONS TO EMPLOYER

No bargaining unit member will be solicited or required to make any payments or contributions of any kind or nature whatsoever, or to have such payments or contributions made by any person, firm, or corporation, to or for the benefit of the Employer or anyone else, in order to acquire or continue employment by the Employer or as a condition of acquiring such employment or any preferment in such employment, and the Employer agrees that it will not accept or receive any such payments or contributions.

I) SECURITY DEPOSIT/BOND

- 1) Upon notice from AGMA, based upon AGMA's reasonable concern about the Employer's worsening financial condition, the Employer agrees to place a bond or other guarantee with AGMA (the form of which is to be mutually agreed upon) in an amount equal to not less than one (1) week's payroll including required retirement and health and welfare contributions for the Artists to insure the fulfillment of all Employer's obligations under the terms of this Agreement and/or Individual Artist Agreements.
- 2) Upon written notice by the Employer to the AGMA CFO that any engagement, series of engagements, or tour has been terminated and every Artist has been paid, AGMA shall return such security deposit not later than thirty (30) days after such notice, less any claims made by AGMA for any violations of the terms of this Agreement and/or less any claims made by any Artist against the Employer for violations of their Individual Artist Agreement.
- 3) If the Employer fails to pay the salary due to the Artist, the Artist shall have an alternative right to receive their 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.

J) NO STRIKE / NO LOCKOUT

- 1) AGMA agrees that during the term of this Agreement, AGMA will not call, authorize, or ratify a strike, sympathy strike, partial or intermittent strike, work stoppage, slow-down, or any other concerted protest activity during the life of this Agreement. Should a strike, sympathy strike, partial or intermittent strike, work stoppage, slowdown, or other concerted protest by Artists occur during the term of this Agreement, the Union immediately shall endeavor, in good faith, to bring about the return to their work of its members who have stopped work, including, but not limited to, instructing and directing the employees to cease such improper conduct and that work be fully resumed. An Artist's violation of this provision shall constitute just cause for discipline up to and including discharge. Compliance by the Union in good faith with this provision shall be deemed full compliance with the Union's obligation hereunder.
- 2) During the term of this Agreement the Employer shall not lockout Artists.

K) SEPARABILITY

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

L) NO WAIVER OF RIGHTS

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

M) INDEMNIFICATION

- 1) The Employer retains the exclusive responsibility to provide a safe and healthful workplace and is exclusively liable under its Workers' Compensation Insurance Policy and indemnifies and holds AGMA harmless in the event of job-related injuries, illnesses, or deaths which come thereunder.
- 2) The Employer assumes no obligations, financial or otherwise, as a result of complying with the terms of this Agreement concerning union membership and dues checkoff. AGMA agrees to defend, indemnify, and hold the Employer harmless from any claims, actions, suits, grievances, unfair labor practice claims, or proceedings or any other liability that arise out of or by reason of actions taken by the Employer concerning union membership and dues checkoff.

N) PARAGRAPH HEADINGS

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

PART III - HARASSMENT, DISCRIMINATION, AND DEI POLICIES

The Employer and AGMA are committed to providing a workplace free of unlawful discrimination and harassment and, in order to prevent behaviors that rise to this level, the Employer and AGMA also commit to creating a respectful and inclusive workplace in which every individual is treated with respect and dignity.

A) DISCRIMINATION

The Employer and AGMA agree that neither will discriminate against any employee in hiring, assignment, discipline, promotion, termination, or any other terms and conditions of employment on the basis of race, color, religion, creed, sex, national origin, citizenship or lawful immigration status, ancestry, age, mental or physical disability, genetic information, gender identity or expression, sexual orientation, pregnancy, union support or lack of support, veteran status, any military service or application for military service, or any other basis protected by law. The Union and Employer further agree that employees shall not be subject to sexual harassment or harassment based on their protected status.

B) DIVERSITY, EQUITY, AND INCLUSION

- 1) The Employer and AGMA are committed to a diverse, equitable, and inclusive workplace. The Employer agrees to work with AGMA to implement DEI policies. The Employer will make its DEI policies available to the Artists.
- 2) When an Artist reports a violation of Employer policies against discrimination or other mistreatment based on a protected characteristic, the Employer will allow an opportunity upon request to have an available AGMA representative present during the investigatory interview under Weingarten principles provided there is no interference with the conduct of the investigation.

- 3) The Employer will post notices of auditions and hiring opportunities in a broad range of outlets, designed to increase the number of traditionally underrepresented Artists. AGMA will assist in identifying appropriate potential outlets for posting.

PART IV - COMPENSATION AND BENEFITS

A) RATES AND FEES

- 1) The minimum weekly rates of compensation for Artists engaged as Full-Time Company Dancers shall be:

Years of Service	2024-2025	2025-2026	2026-2027
0	\$475	\$500	\$515
1	\$525	\$550	\$570
2-5	\$575	\$600	\$620
6 or more	\$700	\$725	\$750

- 2) The minimum hourly rates of compensation for Artists engaged as Regular Part-Time Dancers including SLB II Dancers shall be:

Years of Service	2024-2025	2025-2026	2026-2027
0	\$15	\$15.50	\$16
1	\$17	\$17.50	\$18
2-5	\$19	\$19.50	\$20
6 or more	\$23	\$23.75	\$24.50

- 3) Any dancer paid overscale shall receive the equivalent dollar increase to their salary.
- 4) The hourly rate for a weekly compensated dancer shall be the Artist's weekly rate divided by thirty (30).
- 5) The Overtime Rate is the Artist's hourly rate multiplied by 1.5.
- 6) The Penalty Rate is the Artist's hourly rate multiplied by 2.

B) CHOREOGRAPHY COMPENSATION

Artists shall be compensated for their work as Choreographers, in addition to any and all compensation which may be due them hereunder for their work as company dancers. The Employer shall make a written agreement with such Artists containing the terms and conditions upon which the Artist agrees to compose choreography and the Employer agrees to engage the Artist to compose choreography and to compensate them not less than the following:

Per Performance	2023-2024	2024-2025	2022-2023
Dance Piece	\$500	\$500	\$500
Royalty	\$50	\$50	\$50

C) REHEARSAL DIRECTOR COMPENSATION

- 1) A Rehearsal Director or Choreographer shall be present at every rehearsal. If no Rehearsal Director or Choreographer is present, an Artist shall be designated as the Rehearsal Director.
- 2) Any Artist appointed by the Artistic Staff or their representative to take charge of a rehearsal shall be deemed a Rehearsal Director, whether or not members of Artistic Staff are present.
- 3) An Artist taking over rehearsal as the designated Rehearsal Director shall be paid at the Overtime Rate for the time spent acting in this role.

D) PAYMENT OF WAGES

- 1) All Artistic Activity time, including Travel, Overtime, and Penalty time, shall be counted and compensated for in fifteen-minute (15) increments.
- 2) Artists shall be compensated at the Overtime Rate for any hours that the Artist shall be required to rehearse or perform in excess of thirty (30) hours per week.
- 3) All Full-Time Artists shall be paid by direct deposit on the Thursday of every week during the term of employment for the week in which they are performing the work. All Part-Time Artists shall be paid by direct deposit on the Thursday following the week in which they perform the work. All Overtime payments, Penalty payments, and any other payments, which arise separate and apart from the weekly wage, shall be paid by direct deposit no later than the Thursday following the end of a week containing any Overtime and/or Penalty infraction as reported by the Artist and confirmed by the Employer.
- 4) The Employer shall deduct all Social Security, Withholding Taxes, and other Taxes as required by law.

- 5) The Employer shall carry unemployment insurance for all.

E) NON-PAYMENT OR PARTIAL PAYMENT OF WAGES

Non-payment, or partial payment of wages, when due, shall be deemed a material breach of contract, giving any Artist the right to terminate forthwith their contract with the Employer. However, upon application and sufficient proof by the Employer, AGMA in its discretion may grant the Employer a grace period.

F) SICK LEAVE/PERSONAL TIME OFF

The Employer will maintain its current sick leave and personal time off policy. Personal time off will be approved in advance and may be denied during performance weeks.

G) HEALTH BENEFITS

- 1) The Employer will make available its current Blue Cross/Blue Shield Anthem health insurance plan for a full year to all Full-Time Artists. Artists shall contribute fifty percent (50%) of the individual monthly premium as an employee contribution towards health insurance.
- 2) The Employer shall make a Dental Plan and Vision available for a full year to all Full-Time Artists. Artists who elect coverage will pay one hundred percent (100%) of premiums at all times for dental and/or vision insurance.
- 3) Regular Part-Time Artists and Supplemental Dancers are not eligible for these insurance benefits.

H) EMPLOYEE ASSISTANCE PROGRAM (EAP)

The Employer shall provide access to an Employee Assistance Program at no cost to the Artists. This program shall provide for free short-term counseling, legal and financial consultation, work-life assistance, and crisis intervention services to all Artists and their immediate household family members.

I) PHYSICAL THERAPY SERVICES

The Employer will provide Artists with the services of a Certified Athletic Trainer or Physical Therapist which will be available at the Employer's studios for not less than one (1) workday per week. Physical Therapy Services shall also be provided at the place of performance as needed.

J) ACCOMMODATIONS FOR NURSING PARENTS

For Artists who are nursing, the Employer shall provide reasonable break time as well as a private place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public.

K) INJURIES

- 1) The injured Artist must clearly communicate with the Employer if there is a concern that they may not be able to perform an assigned role.

- 2) Based on the advice of medical professionals, the Employer shall accommodate Artists in the treatment of their injuries including, but not limited to, the use of a brace or wrap or the wearing of flat shoes or tennis shoes.
- 3) Artists shall not be required to rehearse or perform unless cleared to do so by a medical professional.

L) WORKERS' COMPENSATION

- 1) The Employer shall provide workers' compensation insurance for all Artists.
- 2) Artists shall report injuries suffered while working for the Employer. The Employer shall arrange for treatment of the Artist's injuries based upon the advice of medical professionals.
- 3) An Artist who is receiving benefits under workers' compensation shall provide medical information to the Employer as required by the Missouri Workers' Compensation Laws. Any other employee on leave for medical reasons shall, upon the request of the Employer, provide a letter from their physician stating when such employee will be able to return to work and what, if any, restrictions or conditions are placed upon the Artist's return. Any and all medical information shall be kept confidential by the Employer.

M) COMPLIMENTARY TICKETS

The Employer will provide each Artist, who so requests, with four (4) complimentary tickets for each performance series. Also, beginning three (3) weeks before the opening of a performance series, Artists may purchase up to four (4) tickets per performance series at eighteen percent (18%) off the regular price.

PART V - CASTING, EVALUATION, AND REENGAGEMENT

A) CASTING

- 1) Preliminary casting shall be posted by the end of the second week of rehearsals. Preliminary casting shall be subject to change.
- 2) Final casting and performance dates shall be posted no later than seven (7) days prior to the opening performance. Any change in casts following the cast posting shall be made upon personal notification to each Artist involved twenty-four (24) hours in advance of performance, except in the case of emergency.

B) COVER/UNDERSTUDY

The Employer shall use best efforts to ensure that anyone designated as a cover/understudy is notified of their cover designation during the first rehearsal week of that dance piece.

C) ARTISTIC EVALUATIONS

- 1) Artistic Evaluations shall be scheduled for every Artist at least one (1) time per season prior to the last day in February. Artistic Evaluations shall be included in Artistic Activity.

- 2) The purpose of the evaluation is to provide detailed and constructive feedback regarding the overall performance of the Artist. An Artist should leave the annual evaluation with a clear understanding of whether they are exceeding, meeting, or not meeting expectations in all aspects of their work including, but not limited to, the Artist's technical ability, artistic skills, fitness, and professionalism. The evaluation shall not be used as formal notice of reengagement or non-reengagement.
- 3) If there are any deficiencies that could be adverse to the reengagement of the Artist, they must be presented and discussed during the Artistic Evaluation and, to the extent possible, the Artist should be provided with a performance improvement plan. The Artist shall have the opportunity to ask questions and make comments during the evaluation process.
- 4) For the 2024-2025 Season, the Employer shall record the evaluation and retain the recording following the evaluation. The Employer shall provide the Artist with a written summary of the evaluation. The Artist shall sign an acknowledgement of receipt and may submit written comments in response. The parties will meet and agree to any change to this provision following the 2024-2025 Season.
- 5) The Employer, Artist, and AGMA shall honor the confidentiality of the artistic evaluations.

D) HEALTH, WEIGHT, AND PHYSICAL APPEARANCE OF ARTISTS

Issues involving the health, weight, and physical appearance of Artists can be sensitive and difficult, while also being of artistic concern. To protect the interests of both the Employer and Artists, the Employer and AGMA agree that:

- 1) If the Employer wishes to discuss the weight, diet, or appearance of an Artist, it shall notify the Artist, in writing, that a meeting is requested. The meeting shall take place within seven (7) working days of the request.
- 2) A physical therapist, nutritionist, or another health professional designated by the Artistic Director shall be present during the meeting. The Artist may be accompanied by their AGMA Staff Representative.
- 3) The Artistic Director's designee shall provide the Artist with a written summary of the concerns discussed and a plan of action. This plan will include a list of resources available to the Artist, such as diet and nutrition counseling, physical conditioning options, physical therapy, and mental health counseling.

E) REENGAGEMENT

- 1) All Artists shall be notified in writing whether they will be reengaged between March 1 and March 15. If the Artist has not accepted the Employer's offer after thirty (30) days from the date of the offer, it may be withdrawn by the Employer.

- 2) The Employer will furnish AGMA with a list of those Artists who are not offered reengagement immediately following notification to the Artist. Upon written request, the Employer will furnish AGMA with a record of the evaluation of any Artist that has not been reengaged.
- 3) In the event the Employer replaces the current Artistic Director, each Artist employed by the Employer at the time of such change shall be guaranteed reengagement at the Artist's appropriate contractual rate for the season immediately following such change.

F) RETIRING ARTISTS

- 1) If an Artist has worked for the Employer for more than eight (8) years, the Employer shall provide the Artist one (1) year notice of non-reengagement.
- 2) If an Artist fails to perform at their current level or creates a negative atmosphere within the Company, the Artist will be subject to the discipline process outlined in this Agreement up to and including termination prior to the end of the year notice required in this clause.
- 3) The Employer will consider various means of celebrating the career of an Artist who has worked for the Employer for more than eight (8) years and has not been reengaged or has announced their intent to retire from the field of classical ballet as a full-time performer.

G) RIGHT TO AUDITION

The Employer and AGMA agree that Artists have the right to audition for positions with other companies. The Employer shall not discriminate or retaliate against any Artist in compensation, casting, and/or any other opportunities because they audition for another company. Artists shall notify the Employer if they are teaching ballet in the St. Louis area.

H) DISCIPLINE, DISCHARGE, AND RESIGNATION

- 1) The Employer shall have the right to discipline or discharge any Artist for just cause. Depending upon the severity of the conduct, "just cause" may warrant immediate termination without resorting to progressive discipline. Any disciplinary decision made by the Employer is subject to the contractual grievance and arbitration procedure.
- 2) Artists must give thirty (30) days' notice if they intend to resign and end employment with the Employer. The Artist will continue participating in Artistic Activity during this notice period in order to provide the Employer with an opportunity to engage a replacement Artist. Any resignation without a 30-day notice is subject to a contractual grievance and arbitration.

I) GRIEVANCE AND ARBITRATION

- 1) A Grievance is defined as any dispute between the Employer and AGMA and/or a represented Artist arising during the term of this Agreement involving an alleged violation of an express term of this Agreement or an alleged failure to comply with an express term of this Agreement. Nothing herein shall preclude the Employer and AGMA from conferring verbally concerning disciplinary or other matters even if said matters do not rise to the level of a Grievance event.

- 2) Artists must initiate a formal Grievance through an AGMA Representative. Individual Artists shall lack standing to invoke a formal Grievance to challenge any violation of this Agreement.
- 3) A formal Grievance shall be treated in the following manner:

Step 1. In the event that AGMA or an employee covered by this Agreement has a grievance, the AGMA Staff Representative and Employer shall meet within twenty-one (21) days of the date the employee knew or reasonably should have known that their rights may have been violated and attempt to resolve the grievance.

Step 2. In the event that the grievance is not resolved in Step 1, the AGMA Representative shall reduce the grievance to writing and present the grievance to the Executive Director or their designee within seven (7) calendar days. The written grievance shall set forth the contractual provision alleged to have been violated, the facts that support the grievance, and the remedy requested. Only authorized AGMA and Employer representatives may invoke Step 2 of this process. The Employer shall provide a written response to the grievance within seven (7) calendar days of submission. The response shall set forth any contractual provisions relied upon by the Employer and the facts that support the Employer's response.

Step 3. Arbitration. If the Employer or AGMA fails to resolve the Step 2 submission within thirty (30) calendar days of the answer, then the grieving party may request that the grievance be submitted to an arbitrator for determination. Only AGMA and the Employer may seek arbitration. Individual employees shall lack standing to invoke arbitration or to challenge any violation of this Agreement.

- 4) Time limits set forth may be extended by mutual agreement of the parties.
- 5) AGMA and the Employer shall first attempt to agree to the appointment of an arbitrator. If they are unable to agree, the arbitrator shall be selected pursuant to the then prevailing rules and regulations of the American Arbitration Association. At the hearing the arbitrator shall have the power to make determinations of fact on the questions submitted and apply them to provisions of the Agreement alleged to have been violated. No arbitrator shall have the jurisdiction or authority to add to, take from, nullify, or modify any terms of this Agreement.
- 6) All charges of the arbitrator or relating to the arbitration other than attorneys' fees shall be borne equally by the parties provided, however, that an arbitrator may assess such charges (including attorney's fees) against the losing party in a case that the arbitrator determines to be frivolous.

PART VI - MEDIA/PUBLICITY/PROMOTIONAL MATERIAL

A) GENERAL CONDITIONS

- 1) While Artists are under contract, all publicity is controlled by the Employer. Artists will cooperate with all reasonable requests for publicity/promotional information or participation in activities. All promotional activities will be considered Artistic Activity and be posted on the Detailed Weekly Schedule.

- 2) Unless indicated on the Detailed Weekly Schedule, no photographers or videographers will be permitted on stage, in the wings, or in any corridors leading to the stage. No Artists and no photographer shall stand in front of lighting booms. This prohibition shall apply in all theaters where the Artists are required to perform.
- 3) In the event that the Employer has a contract with an entity photographing or recording the Artists, the Employer shall ensure that such contract contains a provision requiring the entity to comply with the provisions of this Agreement.
- 4) No additional payment for Artists shall be required, provided that no additional payments are made to any other personnel, instrumentalists, or performers, with the exception of the recording crew.

B) ARTIST APPROVAL

All photos or recordings which are used for publicity purposes in any document or digital medium which is solely under the Employer's control, and which have two (2) Artists or fewer, must be approved by the Artists involved and shall credit the Artist(s). If an Artist fails to respond to the Employer's request to approve images within two (2) business days of making such request, the Employer may consider said photographs approved without the consent of the Artist. The Employer need not get additional approval to use the approved image in alternate formats as long as the image itself is not altered or manipulated.

C) PROMOTIONAL ITEMS

Artist-approved photographs or other reproducible likenesses of Artists may be used on promotional items offered for sale to the Public which promote the name of the Employer, the name of the Artist, or the art form of dance. Such items or likenesses may not be licensed to third parties without written consent of the Artist.

D) ARTIST USE OF IMAGES

The Employer shall provide Artists with requested digital copies of photographs or recordings captured at photoshoots, rehearsals, performances, and any other event so long as the requested images are approved for public release by the Employer (which approval shall not be unreasonably denied) and approved by the Artists featured, where applicable. Artists shall be permitted to share such digital photographs or recordings on social media and for other personal, non-commercial purposes such as professional portfolios. Artists must provide credit to the photographer, costume designers, and any other known contributor to the photo whenever sharing or displaying any photograph obtained under this provision.

E) WEBSITE AND PROGRAMS

- 1) The Employer shall list each Artist's name alphabetically on the Employer's website and in programs along with their photograph and the year they joined the Company.
- 2) For each Series, the Employer shall have listed in the program distributed to the audience, or on a reader board in the main lobby, or have announced to the audience, the names of all Artists who perform in roles other than corps dance roles. In the event that changes (other than corps dance

roles) occur in the cast, a program insert or announcement must be made (unless the Artist requests that no such insert or announcement be made).

- 3) The Employer will include in its programs and website the following credit and the official AGMA logo:



"The Saint Louis Ballet Company Dancers are represented by The American Guild of Musical Artists, AFL-CIO, the union that represents Artists in the fields of opera, ballet, modern dance and choral presentations."

F) RECORDINGS

- 1) The Employer shall not tape, film, broadcast, record, digitize, and/or televise, with the exception of the conditions listed below, any performances, rehearsals, concerts, or engagements in which the Artist appears.
 - a. In-theater closed circuit television.
 - b. Archival/Study recordings that 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 their authorized stager, conductor, production personnel, designers, etc. only. Archival recordings may also be used for grants or promotional material to engage third-party presenters. The Employer shall also make archival recordings available to Artists for private study and rehearsal purposes only. Artists shall not publish or otherwise publicly share the recordings.
 - c. The Employer may cause or allow a television crew to record a portion of a rehearsal or performance or make a recording available for release under the following conditions:
 - i. No more than a total of three (3) consecutive minutes of the recording of the Artists, person, images, and/or voices shall be used on a local newscast.
 - ii. In addition to news coverage of segments up to three (3) minutes in length, up to fifteen (15) minutes of the recordings may be used on "magazine-format" programs, entertainment programs, news documentaries, and the like. The Employer may use copies of such recordings for promotional purposes. The same protections against misuse apply as in "archival/study" recording.
 - iii. On a case-by-case basis, other than hard news, the Artist may request to withdraw from any such recording. Such requests shall not be unreasonably denied.

- d. Recordings will be made of each series and of each Artist cast in other than a corps role. Two (2) weeks after the closing of the performance, these recordings will be available at a time and place as designated by the Employer. Upon request, the Employer, to the extent that it has contractual and legal rights to do so and to the extent administratively feasible, shall provide each Artist cast in other than a corps role with a copy of the recording for the Artist's own personal documentation of their career.
- e. The Employer shall make available to Artists digital copies of performances and rehearsals recorded for archival purposes. Artists shall use these archival recordings for private study and rehearsal purposes only. Artists shall not publish or otherwise publicly share the digital recordings.

G) COMMERCIAL USE OF RECORDINGS

Should the Employer intend to make an audio/visual recording for commercial use (e.g., PBS Broadcast, Recording, DVD, Internet Streaming, or any medium whatsoever now in existence or in the future to be developed), the Employer shall notify AGMA and the AGMA Delegate(s) in writing, at least sixty (60) days prior and shall negotiate in good faith for a separate specific agreement regarding such recording. No commercial release of Artist work product may be made without the express agreement of AGMA.

PART VII - WORKING CONDITIONS

A) GENERAL CONDITIONS

- 1) The Workweek shall be defined as a period of seven (7) days starting on a Monday at 12:00 am and ending on a Sunday at 11:59 pm.
- 2) The weekly minimum compensation for Full-Time Company Dancers shall allow for thirty (30) hours of Artistic Activity which shall be defined as any performance, rehearsal, company class, warm-up, emergency rehearsal, lecture demonstration, notes, makeup call, wigs or costume call, costume fitting, media work, photo or interview, Run Out, Tour, or travel counted from the time when the Artist is required to be present. The Employer shall compensate the Artist for any activity in which Artist is required to participate.
- 3) Artists must be on time for all calls and shall attend all rehearsals in proper, clean attire and having prepared themselves with expected hygiene practices (men will be clean shaven and women will wear their hair in a bun) when participating in Artistic Activity.
- 4) Character skirts and practice tutus will be provided by the Employer for rehearsals as needed by the Artist. When the actual costume is not available, the Employer will provide comparable attire when requested by the Artist. When no particular rehearsal attire is required, Artists are free to wear clothing of their choice so long as the clothes do not interfere with their movement.
- 5) Artists will be properly groomed when donors are scheduled to attend rehearsals.
- 6) Subject to scheduling requirements, studio availability, and staffing considerations, studio space shall be made available to Artists two (2) weeks prior to the first scheduled Rehearsal Week of

the season and at least two (2) weeks prior to the resumption of Rehearsal Weeks after a three (3) week layoff. Artists are responsible to schedule studio space in advance.

- 7) Under no circumstances shall there be fewer than three (3) individuals in a rehearsal room.

B) DETAILED WEEKLY SCHEDULE

- 1) A Detailed Weekly Schedule will be created for each Rehearsal or Performance Week. The Schedule must list the nature of the Artistic Activity (type of rehearsal, performance, or other activity the Artist is required to attend). Makeup, costume, and hair requirements will be posted on the Weekly Detailed Schedule. Artists may be called on the Schedule by name, section group, or cast. The schedule for the workweek shall be sent to the Artists and posted on a digital community callboard by 7:00 pm two (2) days before the beginning of the workweek. A physical copy of the schedule shall be posted on a callboard at each location where rehearsals and/or performances are taking place.
- 2) Recordings and photography shall be indicated in the Detailed Weekly Schedule. Such notice shall include the producer/broadcaster/photographer, the purpose of the images taken, and the exact time and place of the recording.
- 3) Changes in rehearsal schedules after the weekly posting must be announced during the Company Class one (1) day prior to the schedule change and must be posted no later than noon on that day. Any Artist not present at the time of the announcement must be personally notified if affected by the change.
- 4) If the Employer does not abide by any requirement of this section, Artists shall be excused for any lateness or missing of rehearsals occasioned thereby.

C) BREAKS

Artists shall be provided one (1) five (5) minute break during each hour of rehearsal. For Performances, Dress Rehearsals, and Run-Throughs, the Artists shall be given the full time of any intermission(s) as a break.

D) TRAVEL TIME

- 1) A minimum of five (5) additional minutes shall be allotted for travel between Studios 1-4 and Studio 5 during rest breaks.
- 2) Artists must have at least one and one-half (1 1/2) hours but no more than three (3) hours off between rehearsals, performances, or other artistic activity if called at two (2) different locations if such locations are more than one-half (1/2) mile apart.

E) REST TIME

Rest Time shall be defined as a span of time in which no Artistic Activity is required. Artists may not be required to engage in Artistic Activity sooner than twelve (12) hours following the end of the last preceding workday. Any Artistic Activity performed during this period will be paid at the Penalty Rate.

F) FREE DAY

A Free Day is a period of at least twenty-four (24) consecutive hours commencing at midnight and ending at 9:00 am of the second day, during which Artists shall not be required to perform or execute any Artistic Activities. If an Artist is required to perform any Artistic Activity on a Free Day, the Artist shall be compensated at the Penalty rate with no less than a two (2) hour call.

G) HOLIDAYS

- 1) Artists will not be required to participate in Artistic Activities on the following Holidays: New Year's Day, Memorial Day, Easter, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve after 6 pm, Christmas Day, and New Year's Eve after 6 pm.
- 2) All such Holidays shall be in addition to the regularly scheduled Free Days required for the week. If a Holiday falls on a regularly scheduled Free Day, the calendar day immediately before or after the Free Day(s) shall be deemed the Holiday.
- 3) An Artist who performs an Artistic Activity on a Holiday listed in the paragraph above will be compensated at the Penalty rate with no less than a two (2) hour call.

H) LAYOFFS

- 1) Planned layoffs shall be detailed in the Season Calendar provided with the Individual Artist Agreement.
- 2) The Employer may lay off Artists in the City of Origination, which shall be Chesterfield, Missouri, without any compensation. The Employer shall not lay off an Artist in any place other than the City of Origination.
- 3) If an Artist is called upon to engage in Artistic Activities during a layoff week, the Employer must provide the Artist with at least two (2) weeks' notice, and Artists shall be compensated as follows:

1 Day	33% of a week
2 Days	66% of a week
3 or more Days	100% of a week

- 4) If the Employer is forced to lay off Artists pursuant to a government mandate, AGMA and the Employer will meet and agree upon changes to this agreement as a result of the government mandate.
- 5) No layoff week shall be converted to a rehearsal or performance week, and no rehearsal or performance week shall be converted to a layoff week without four (4) weeks' prior written or electronic notification.

I) DEFINITIONS OF TYPES OF ARTISTIC ACTIVITY

- 1) "Company Class" shall be defined as a class for the purpose of maintaining and improving the Artist's craft and preparing for the day's work. Company Class is MANDATORY, and Artists are required to attend Company Class.
- 2) A "Work-Through" rehearsal shall be a rehearsal of one (1) or more sections that may stop and start as needed. Five-minute (5) breaks after fifty-five (55) minutes of activity will be adhered to. A Work-Through Rehearsal will be conducted according to the sequence of sections identified on the daily rehearsal schedule. No section shall be rehearsed unless it is specifically listed on the schedule.
- 3) A "Run-Through" rehearsal shall be a rehearsal in which a ballet is scheduled to be danced from beginning to end without stopping. For a Run-Through rehearsal, Artists shall be given the full time of any intermission(s) as a break.
- 4) A "Spacing Rehearsal" shall be a rehearsal that is a walk/talk through rehearsal in the performance venue designed to establish the proper positioning of Artists on stage. Technical elements may be added during this type of rehearsal based upon the positioning of the Artists. Pointe shoes are not required during a spacing rehearsal. Five-minute (5) breaks after fifty-five (55) minutes of activity will be adhered to. The Employer will make every effort to include a spacing rehearsal in each theater with each cast.
- 5) A "Technical Rehearsal" shall be a rehearsal of one (1) or more sections that may stop and start as needed and includes the following elements: costume elements; scenery, lighting, and props elements; special effects; performance music but not necessarily a live orchestra; and Artists may be asked to dance full out. Five-minute (5) breaks after fifty-five (55) minutes of activity will be adhered to.
- 6) A "Dress Rehearsal" shall be a rehearsal which includes the following elements: all performing Artists shall appear in full costume; all scenery, lighting, props, and costumes are utilized; Artists are expected to dance full out; full orchestra utilized or performance music utilized; may include invited guests; but no printed program or announcement stating cast or program credits shall be provided. The Artists shall be given the full time of any intermission(s) as a break.
- 7) A "Performance" includes the following elements: Artists appear in costume and makeup; scenery, lighting, props, and costumes are utilized; full orchestra or performance music is utilized; there is a paying audience; and the program presented is a full performance.
- 8) An "Emergency Rehearsal" shall be defined as an unplanned rehearsal necessary to train performers in new roles or movements due to unforeseen circumstances such as the injury or illness of a planned performer.
- 9) Lecture Demonstrations, Mini Promotional Performances, and Fundraising Performances are Artistic Activities that do not exceed fifty (50) minutes in duration, are less than forty-five (45) miles from the Employer's studios, and are for the purpose of conveying the art form and the

organization to new audiences consisting of but not limited to students, teachers, donors, and other interested persons. Participation in these performances shall be strictly voluntary. AGMA Delegate(s) will manage the process of identifying which Artists are interested in each available performance opportunity. The Employer shall select the Artist(s) to perform from among those Artists volunteering to participate. Under no circumstances shall the Employer solicit the participation or non-participation of any Artist in any such performance.

- 10) The Gala is a fund-raising event which may include a performance by the Artists and is held within forty-five (45) miles of the Employer's studios. All Artists are expected to attend the Gala. Rehearsals for the Gala shall count as Artistic Activity and be part of the Artists' weekly schedule; however, attendance at the Gala and performing at the Gala shall not count as Artistic Activity. However, the Employer shall either pay for or reimburse Artists for transportation and parking fees incurred to attend the Gala, if needed. Adequate dressing areas shall be provided at the Gala.
- 11) The inclusion of the Gala, Lecture Demonstration, Mini Promotional Performance, or Fundraising Performance in the Detailed Weekly Schedule will not convert a Rehearsal Week to a Performance Week.
- 12) Costume fittings will be considered Artistic Activity and will be called during normally scheduled workday times. Fittings will be noted on the Weekly Detailed Schedule by name, section group, or cast.
- 13) All audience and donor development activities (with the exception of the Gala) as well as personal appearances for the purpose of publicizing or advertising performances are Artistic Activities and will be included in the Detailed Weekly Schedule.
- 14) The Employer will use its best efforts to provide warm-up space, including proper floor and barres, at all performance venues.

PART VIII - SPECIFIC CONDITIONS FOR REHEARSAL WEEKS

A) GENERAL CONDITIONS

- 1) Rehearsal Weeks will generally take place in the company studios with workdays being Tuesday through Friday from 9:30 am till 4:30 pm and Saturday 12:45 pm till 5:45 pm. Sundays and Mondays will be Free Days. The scheduled day may extend past 4:30 pm for non-dancing audience development and donor development activities.
- 2) On Tuesdays through Fridays, each Artist shall receive an uninterrupted, unpaid one-half (1/2) hour break for lunch.
- 3) The studio will open for individual warm-up thirty (30) minutes prior to the start of Company Class. This individual warm-up will not be considered Artistic Activity.
- 4) Each day will start with mandatory Company Class. A fifteen-minute (15) break will be provided following the end of Company Class and the start of the first rehearsal.

- 5) At the beginning of any season, the Employer will guarantee Artists not less than three (3) Rehearsal Weeks prior to the beginning of performances. If there is a layoff period of four (4) weeks or more during the season, there shall be at least one (1) Rehearsal Week prior to the beginning of performances.
- 6) During the rehearsal period for Nutcracker, the Employer shall be allowed to schedule up to four (4) Fridays to allow the Artists to rehearse with the students of the Saint Louis Ballet School between 11:00 am and 6:00 pm.
- 7) Rehearsals shall be deemed to begin at the scheduled time and shall end at the scheduled time. If a rehearsal begins before the scheduled start time or extends beyond the scheduled end time, all Artists involved will be paid at the overtime rate.
- 8) For rehearsals that require costumes, the Employer shall provide sufficient time during the scheduled rehearsal to change into and out of costumes. In all cases, such time shall not infringe in any way upon earned break time.

PART IX - SPECIFIC CONDITIONS FOR PERFORMANCE WEEKS

A) GENERAL CONDITIONS

- 1) A Performance Week is a week during which at least one (1) performance is given. A Performance Week will consist of six (6) workdays of rehearsals and/or performances plus one (1) Free Day. Normally Monday will be the Free Day with Tuesday through Sunday being workdays. Artistic Activity during a Performance Week will normally occur between 11 am and 10 pm and may not exceed thirty (30) hours of Artistic Activity per week without additional compensation.
- 2) A Performance shall be credited as a minimum of three (3) hours of Artistic Activity starting at the half-hour (1/2) call and ending fifteen (15) minutes after the final release from the stage, which fifteen (15) minutes shall be used exclusively for removing costumes and makeup. All Artists, including understudies/covers, are expected to remain at the performance venue until the full company is released from the stage after the post-production gathering with backstage guests. All performance activity in excess of three (3) hours after the half-hour (1/2) call, including the post-show gathering and fifteen (15) minute allowance for costume/makeup removal, shall be compensated at the Overtime Rate.
- 3) Artists may be required to take part in not more than eight (8) performances per week. No Artist shall be required to perform in more than two (2) full performances per day.
- 4) Curtain Time is advertised Curtain Time or the beginning of the music of the first dance piece, whichever occurs first. Company Class shall finish at least seventy-five (75) minutes prior to Curtain Time. Artists shall not be required to rehearse within the two (2) hour period prior to the Curtain Time of any performance, unless such rehearsal is scheduled under emergency conditions.

- 5) No Rehearsals will be permitted on a day in which two (2) performances are given except in case of an emergency, in which event all Artists involved in the rehearsal shall be paid at the Overtime Rate.
- 6) When Company Class is to take place in a performance venue, the Employer shall make the space available to the Artists thirty (30) minutes prior to the start of Company Class, whenever possible. This time shall not be considered Artistic Activity.
- 7) During the one-half (1/2) hour prior to Curtain Time, the stage or adjacent space will be free for use by the Artists whenever possible.
- 8) There shall be at least a fifteen-minute (15) intermission or pause between dance pieces and/or acts of dance pieces which require a change of costume and/or makeup by Artists appearing in either dance pieces or both-acts of the same dance piece. The intermission/pause time shall begin from the release from the stage for that act or dance piece. Any violation shall be paid at the Overtime Rate in fifteen-minute (15) increments.
- 9) There shall be a minimum period of one and one-half (1 1/2) hours intervening between the conclusion of any matinee performance and the half-hour (1/2) call for the evening performance during which period the Artist may not be required to rehearse, travel, and/or perform.
- 10) There shall be at least four (4) calls during the intermission/pause: one at the beginning, one at the midpoint, one when the stage is available to Artists, and one at five (5) minutes (Places).
- 11) No rehearsals, walk-throughs, bows or notes, staging, or spacing will occur during any intermission unless requested by an Artist or in an emergency situation.
- 12) No notes shall be given after a performance. Notes may be posted at the theater after a Matinee performance, on the callboard, emailed to the Artists, or given to the Artists during the first Company Class following the performance.
- 13) The Employer shall continue its practice of providing food for the Artists at performance venues.

PART X - SPECIAL WORKING CONDITIONS

B) EXTRAORDINARY RISK

- 1) Extraordinary Risk is an element of a performance or rehearsal, which entails a high-risk feat for an Artist such as:
 - a. Suspension from trapeze, wire, or like contrivance more than four (4) feet above stage floor;
 - b. Performing on stilts or like devices which place Artist's feet more than four (4) feet above stage floor;
 - c. Operating explosive or pyrotechnic devices;
 - d. Handling fire or performing near or around fire;

- e. When, as part of the production, use of water, liquid, or any substance which makes the floor slick;
 - f. Falling or landing on anything other than the Artist's own feet from any surface above the stage floor (for example, rolling backwards down steps);
 - g. Jumping from any surface more than four (4) feet above stage floor, even if the Artist lands on their own feet;
 - h. Any other form of high-risk feat endangering Artist(s) to injury.
- 2) 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 dance ability and having such railings as may be necessary so as to assure the safety of the Artists as mutually determined by the Employer Representative and AGMA Delegate. If the apparatus is not readily available in a space which the Artists rehearse, a reasonable time, which is mutually agreeable to both the Employer and AGMA Delegate, shall be designated to evaluate any potential Extraordinary Risk.
 - 3) Each Artist engaged in an Extraordinary Risk activity shall be paid an additional twenty dollars (\$20.00) per occurrence of that activity during each rehearsal or performance.

A) INTIMACY SAFETY

The Employer, AGMA, and Artists will be mutually responsible to reduce any risk associated with intimate scenes, and if a situation arises which is considered to be a risk by either the Artists involved or the Employer, the Employer will consult with the AGMA Delegates on the need for an Intimacy Director. No Artist shall be required to engage in portrayal of intimacy in rehearsals or performances until there has been informed consent from all Artists who are involved.

If any Artist raises concerns about their safety or comfort in such a scene, they may request further guidance from the Intimacy Director, which shall be promptly responded to by the Employer.

B) BODY AUTONOMY

The Employer and AGMA support Artists' rights to body autonomy. As such, Artists shall not be required to perform in the nude and can opt out of performing in costumes that are overly revealing.

Moreover, Artists have the right to opt out of choreography that makes them feel uncomfortable. Artists shall not be asked to perform in blackface, yellowface, or otherwise be asked to alter their race or ethnicity, etc.

C) WEAPON AND FIGHT SAFETY

- 1) Whenever a production requires stage combat involving hand-to-hand combat, swords, knives, firearms, or other similar props, the Employer shall engage a fight director who shall be thoroughly familiar with the staging of combat and the proper use and maintenance of combat equipment required in the production.

- 2) The fight director will instruct all Artists, including all covers, in the proper staging of combat and the proper and safe use of combat equipment. This instruction shall be a prerequisite prior to the first staging rehearsal of any combat and/or the issuance of any combat equipment to any Artist for any rehearsal or performance. Artists shall not be required to engage in stage combat or handle any combat equipment until such Artist feels confident that they have received adequate instructions.
- 3) No Artist may alter staging directions in scenes involving stage combat without the approval or the recommendation of the fight director.
- 4) At the conclusion of each rehearsal or performance requiring combat equipment, the Artist shall return all combat equipment for storage and for safekeeping.
- 5) All combat equipment will be thoroughly inspected, cleaned, and inventoried at the end of each rehearsal and performance by the Employer.
- 6) The Employer, upon advice and consultation with the fight director and stage management, will determine whether any scenes staged by the fight director require continued direct supervision of the fight director during any performances following the premiere of the production. If an Artist raises concerns about their safety in scenes involving stage combat or their readiness in using firearms, they may request further guidance of the fight director, which shall be promptly responded to by the Employer.

PART XI - COSTUMES, SHOES, WIGS, AND MAKEUP

A) GENERAL CONDITIONS

- 1) The Employer will supply the Artist with all costumes, wigs, hair coloring, shoes, body makeup, and any special makeup and accessories for character roles, and all costume accessories (e.g., jewelry, fans, and so forth) prior to performances and rehearsals where required.
- 2) All costumes, undergarments, wigs, hair coloring, shoes, body makeup, and any special makeup must be supplied with awareness/sensitivity regarding skin and hair color and type; makeup shades are not universal, and additional colors may be provided to complement different skin tones.
- 3) Each season, the Employer will provide each Full-Time Artist with three (3) pairs of performance tights. In addition, Employer will provide T-shirts, dance trunks, and suspenders as requested. Artists will provide the Employer, upon request, information regarding sizes and, when applicable, brands for these performance accessories.
- 4) Artists are responsible for the proper care of their costumes. Costumes must be returned to wardrobe in the condition and manner received. All assigned accessories must be returned, as well. Any missing or damaged costumes and accessories must be reported promptly to the wardrobe supervisor(s). Artists will receive a detailed explanation of specific wardrobe policies and procedures for each series.

- 5) All of an Artist's costumes, wigs, hair pieces, and small clothes (e.g., tights, trunks, and dance belts) will be distributed in dressing rooms no later than one-half (1/2) hour to Curtain Time. If it is not possible to distribute the costumes to the dressing rooms, the costumes will be placed in an accessible area near the dressing rooms, which does not obstruct Artists' movement to and from the performance stage.
- 6) Except in the case of lecture demonstrations, fundraising events, or photo calls, the Artist shall not be required to transport, pack, or unpack costumes. In the situations identified above, when a request is made to the Artist to transport their costume, the Artist will be responsible for transporting no more than two (2) costumes and two (2) pairs of shoes.
- 7) The Employer will dry clean/laundry costumes prior to each Performance Series and before the costume is shared. For Nutcracker, the Employer will have costumes cleaned at least once during the run and before the costume is shared.
- 8) The Employer will launder all washable performance items (e.g., tights, trunks, dance belts, unitards, etc.) after each performance. Artists will never be required to wear unlaundered tights or washable performance items under any circumstances. Washable attached trunks of a costume shall be laundered or hand-washed after each wearing when said costume is shared.

B) SHOES

- 1) The Employer shall have in stock twenty-eight (28) pairs of pointe shoes and two (2) pairs of ballet slippers for each Full-Time Artist and SLB II Dancer who regularly dances on pointe. The Employer shall have in stock ten (10) pairs of ballet slippers for each Full-Time Artist and SLB II Dancer who does not dance on pointe. The Employer shall supply sufficient quantities of pointe shoe ribbons and elastic. In the event a specific color of ribbon and/or elastic is required by the Employer, such color ribbon and/or elastic will be supplied and dyed by the Employer. Should an individual Artist's ribbon contain elastic ("tendonitis ribbons"), the Employer is also responsible for dyeing that elastic the appropriate matching color.
- 2) All Artists, immediately upon their engagement, are to provide the Employer with the maker, size, and other specifications for their pointe shoes, ribbon, elastic, and ballet slippers. An Artist changing the make and size and/or specifications of their shoes may be required to wear the shoes previously stocked, except for unusual circumstances, such as risk of injury.
- 3) The Employer shall supply all character shoes and boots. These shoes will be comfortable and reasonably fitted before any use. The Artist shall be expected to go to fittings for this purpose. All character shoes shall be available to the Artists in advance of the first rehearsal or performance for which they are needed.
- 4) The Employer will use its best efforts to ensure that worn-out or unsafe shoes are timely replaced so that such numbers of pointe shoes and ballet slippers are available to each such Artist throughout the season.

C) DYED SHOES

- 1) The Employer shall be responsible for the dyeing of shoes. Artists shall receive notification of which shoes are to be dyed prior to the applicable Dress Rehearsal and/or Performance. Dyed shoes will be issued to Artists no later than seven (7) days prior to the Dress Rehearsal or Performance for which they will be used. Dyed shoes will come out of the Artist's seasonal allotment.
- 2) In the case of dyed or painted shoes being collected for touch up repair work, the Employer shall utilize its best efforts to have such shoes available to the Artist no later than the beginning of Company Class on the day before the rehearsal or performance for which they are needed, but in no event shall such shoes be made available to the Artist later than one and one-half hour (1 1/2) prior to Curtain Time.
- 3) The Employer will pancake shoes as required for change of color. Artists will be responsible for pancaking shoes if solely to change sheen, and pancake to do so will be provided by the Employer.

PART XII - REHEARSAL, DRESSING ROOM, AND PERFORMANCE FACILITIES

D) GENERAL CONDITIONS

- 1) An Employer representative (Company Manager, Rehearsal Director, Stage Manager, etc.) will be present at all times when Artists are rehearsing, performing, providing a lecture/demonstration, or engaged in a patron/donor cultivation activity. This representative will be responsible for the floor condition, heating, adequate lighting, and for calling breaks and keeping exact time records with regard to commencement and dismissal of the Artistic Activity.
- 2) Prior to the commencement of rehearsals and performances, all stage and rehearsal spaces including scenic elements must be inspected by the Employer Representative and, when available, the AGMA Delegate(s). These spaces must be mutually approved and not deemed dangerous by the AGMA Delegate and Employer Representative.
- 3) Artists will not be required to dance on an unsafe, unclean, and/or damaged floor or a floor of concrete, marble, or any similar material or on any surface laid directly over such floor, which does not provide the appropriate airspace between such floor and the dance surfaces to provide for adequate spring. Adequate spring is visible flex throughout the surface when pressure from jumping is applied. The Artist shall not be penalized for refusal to rehearse and/or perform in an unsafe space or unsanitary floor.
- 4) AGMA may advise the Employer of any theater that is unsafe or unsanitary or that has a floor which is unsafe or improperly constructed for dance to the extent AGMA is aware of such conditions. If AGMA has concerns about the safety of a stage floor on which the Employer intends to perform, the Employer will investigate all aspects of the stage floor in question to determine if it meets the requirements of a safe floor for dance. However, any such investigation or determination shall not relieve the Employer of its responsibilities hereunder.

- 5) All scenery will be designed or modified, when necessary, to include such safety measures as handrails, luminous paint, etc. and that such safety measures are present whenever such scenery is used by the Artists. Crossovers must be sufficiently lighted and uncluttered so as to prevent accidents and facilitate quick crossovers. All steps, ramps, and platform edges and passageways, including any wires or cords crossing those passageways, are visibly marked. All exits and passageways from the performance area of the stage will always be free of scenery or any other obstruction.
- 6) No smoke or fog effects may be used in any production except for those generated by water vapor or dry ice.
- 7) In each theater where the Artists shall perform, there shall be a sufficient number of chairs and mirrors in each dressing room, as well as reasonably accessible toilet and washing facilities backstage. If hot water and shower facilities are not available, body makeup will not be required.
- 8) The Employer will make best efforts to maintain the temperature between seventy (70) and seventy-five (75) degrees, and no Artist shall be required to rehearse or perform when the temperature drops below sixty-five (65) degrees (Fahrenheit) or exceeds ninety (90) degrees (Fahrenheit) in the place of rehearsal or performance. This guideline shall apply to changing rooms, fitting rooms, photographer studios, and other locations in which the Artist must work.
- 9) All Artistic Activities must be performed in safe, sanitary, and healthy conditions. All rehearsal and performance facilities, including, but not limited to, dressing rooms, break rooms, and bathrooms, shall be regularly vacuumed, wet mopped, disinfected, and free from contaminants and toxins, whether surface or airborne.
- 10) The Employer shall provide for the extermination of rodents and insects when their presence is evident. Scheduled extermination of rodents and/or insects shall be on the Artists' Free Day, and Artists will be notified prior to any extermination.
- 11) There shall be adequate water, ice, and first aid supplies in each rehearsal and performance facility.
- 12) No visitors are allowed in the studio or backstage at a performance venue before, during, or after rehearsals or performances without permission from the Employer, which shall not be unreasonably denied. There will be a designated area to receive family and guests after performances. The Employer shall provide twenty-four (24) hours' notice of any Donor visits in the backstage areas.
- 13) An evacuation plan shall be prepared and posted for each rehearsal and performance location. The Employer will assign a "meeting place" to which all Artists should go in the case of an evacuation of the building. At each Artist's first Artistic Activity at a location, the Employer will inform all Artists of all emergency exit routes from the stage or any out of house facility for each location.

PART XIII - RUN OUTS AND TOURING

E) GENERAL CONDITIONS

- 1) All work conditions of the home studios and performance venues shall be adhered to while using spaces during a Run Out or while on tour.
- 2) An engagement will be considered a "Run Out" if the performance is expected to take longer than fifty (50) minutes and/or takes place more than a radius of forty-five (45) miles from the Employer's studios but does not require an overnight stay. The Employer will provide all transportation and meals during a Run Out.
- 3) An engagement will be considered a "Tour" if the engagement takes place more than a radius of seventy-five (75) miles from the Employer's studios or requires an overnight stay. The Employer will provide all transportation, meals, and lodging (double occupancy) during a Tour.
- 4) On any day in which the Artist is participating in a Run Out or a Tour, the Employer shall provide those Artists with healthy meals consistent with Artists' dietary restrictions, or all engaged Artists shall receive per diem and/or meal money two (2) working days prior to departure. Per diem shall be based upon the GSA's meals and incidentals rate for the location.
- 5) In the event the Employer requests an Artist to use their personal vehicle for any Run Out and/or Tour, the Employer will reimburse the Artist at the mileage rate prescribed by the IRS in addition to tolls and parking expenses. If an Artist notifies the Employer in writing that the Artist will use their personal vehicle for the Run Out and/or Tour, the Employer will not be responsible to reimburse said Artist for vehicle costs.
- 6) Travel Time shall be counted as Artistic Activity and be compensated for at the appropriate rate but shall not be counted towards weekly overtime. Travel Time will be counted from transportation call to arrival at the destination for the day, be it hotel, theater, or the City of Origination, and shall include bus delays due to traffic or weather but shall not include unforeseen and unforeseeable delays beyond the control of the Employer, such as bus breakdowns, airline delays, or delays caused by Artists.
- 7) Unscheduled free time while on a Run Out or Tour shall be considered non-compensated time.
- 8) The choreography of the dance pieces to be performed shall be modified to adapt to the physical limitations of the space used for these performance activities if those limitations could endanger the dancer.

F) SPECIAL CONDITIONS FOR TOURING

- 1) When the Employer is planning a Tour, the Joint Committee will meet and make recommendations and provide feedback on the tour arrangements.
- 2) The Employer shall provide and pay for hotel rooms at a three-star (3) or better hotel, including taxes for all Artists, on double occupancy basis. It is understood that double occupancy means that if two (2) unmarried persons are sharing the room, two (2) separate beds must be provided. In addition, the Employer shall provide single rooms as needed. Rooms shall be assigned to Artists

after consultation with the Joint Committee. Artists will be responsible for the payment of all hotel costs beyond the basic room rate and taxes. The Employer will provide Artists with hotel information two (2) weeks prior to tour.

- 3) If the hotel is more than one-half (1/2) mile from the rehearsal or performance venue, the Employer will arrange for and pay for transportation between the hotel and venues.
- 4) The Employer agrees that while on Tour it will carry the Artists' makeup and practice clothes from point to point, except in case of emergencies.
- 5) In case of a significant change in time zones or elevation, appropriate time off after arrival will be provided to allow Artists time to acclimate to the new conditions before being called for Artistic Activity.
- 6) Rehearsals and Performances on Travel Days
 - a. There shall be no Performances on a travel day except in the case of traveling home after a Matinee Performance.
 - b. If the travel time to the hotel or theater is more than four (4) hours, there shall be no rehearsals on the travel day.
 - c. If the travel time is four (4) hours or less, there shall be no more than five (5) hours of rehearsals on the travel day.
 - d. Artists shall not be called upon to rehearse sooner than four (4) hours following a trip by air, in which event rehearsals will not be scheduled beyond midnight on a day in which there was travel by air.

G) TRAVEL BY BUS

- 1) The Employer agrees that transportation by bus shall be by first-class bus, with heating and ventilating as well as restroom facilities in working order. In the event that the bus used to commence a tour requires replacement because of an emergency, such replacement bus shall meet the same standards as to seating capacity, luggage facilities, restroom capacity, ventilation, and heating facilities as in the initial bus.
- 2) The Employer will provide Artists with travel itineraries for Run Outs or Tours that require transportation by bus at least two (2) weeks in advance of travel. The itinerary shall detail the duration of each leg of travel and where formal rest breaks are expected to take place on the route. In between formal rest breaks, Artists are expected to use the restroom facilities on board the bus and bring aboard any nutritional needs they may have between stops.
- 3) The Employer agrees to submit proof to AGMA, in writing, that the carrier company carries liability insurance of a minimum of five million dollars (\$5,000,000) for each vehicle employed.

H) TRAVEL BY AIR

- 1) In the event the Employer chooses to transport the Artists by airplane, any Artist who does not wish to fly shall notify Employer in writing as soon as possible, and such refusal shall not be deemed a breach of the individual contract between the Employer and the Artist. Any Artist that refuses to fly shall become responsible for transportation to the Artistic Activity through their own arrangement and their own cost.
- 2) 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 Artists between city airport terminals and airports. The Employer will not be required to pay taxi fares to and from airports unless livery service is not available.
- 3) Should departure by airplane be delayed due to any conditions, adequate accommodations shall be provided for all Artists, including hotel rooms between 12:00 am and 8:00 am.
- 4) When a flight is chartered by the Employer, the makeup kits and practice clothes will, whenever possible, be carried on the same plane as the Artists. Scenery and other equipment will not be carried in the passenger section of the plane if it is of a nature and size that will cause discomfort to or endanger the Artists.

I) INJURIES ON TOUR

- 1) The Employer shall compile a list of medical professionals (suitable for treating the types of strains and injuries as are usually sustained by Artists) in each city and town in which the Employer is scheduled to perform. The list shall be available upon request of any Artist.
- 2) In the event of injury on tour the Employer will take all necessary steps, in accordance with current emergency procedures, and based on the advice from the medical professional who sees the injured Artist, to obtain appropriate medical treatment, and otherwise make the best decisions for all parties considering the nature of the injury and circumstances, while keeping the health of the Artist at the forefront.
- 3) The Employer shall make arrangements to return the injured Artist to the City of Origination if the medical professionals recommend that the Artist return; or if the Artist is unable to perform, and there are more than two (2) days remaining on the tour; or if the Artist is unable to perform and the Employer elects to have the Artist return.
- 4) If the Artist sustains a more serious injury and if the severity of the injury requires a person to travel with the Artist, the Employer shall designate an appropriate travel companion, if possible. If the Artist does not require a travel companion, then the Employer will arrange for travel assistance from the hotel to the airport, and, if necessary, travel from the airport to the Artist's home.
- 5) The Employer agrees to work with the AGMA Delegates and the injured Artist to resolve any differences in the preferred method of treatment and care of an injured Artist.

J) SPECIAL CONDITIONS FOR TOURING OUTSIDE OF THE UNITED STATES

When necessary for a tour, the Employer will work with the Artists to secure appropriate visas before the tour and to assist in scheduling appointments to secure necessary visas to return from the tour. Any fees associated with obtaining visas necessary for the tour shall be paid by the Employer or reimbursed to the Artist if paid by the Artist. Should a visa issue occur, which is not caused by the Artist's actions (such as the consulate's delay or cancellation of a scheduled appointment), that results in a delay for the Artist to return, the Employer shall pay the Artist's salary during the delay and provide the Artist with housing and per diem until the Artist returns.

K) AUTHORITY OF SIGNATORIES

The individuals signing below on behalf of the parties warrant and represent that they have the requisite authority to act as an agent and representative of their party, to sign this Agreement, and to bind their party.

AMERICAN GUILD OF
MUSICAL ARTISTS

SAINT LOUIS BALLET

By: _____

By: _____

Date: _____

Date: _____

***SIDE LETTER ALLOWING THE
CURRENT EXECUTIVE AND ARTISTIC DIRECTOR
TO CONTINUE TO PERFORM WITH THE ARTISTS***

AGMA and the Employer wish to continue the longstanding practice of the current Executive and Artistic Director performing with the Artists. As such the current Executive and Artistic Director may continue to rehearse and perform in mixed rep programs choreographed by the current Executive and Artistic Director without having to join AGMA or receive any of the wages and benefits required under the Basic Agreement. All other provisions of the Basic Agreement will apply to the current Executive and Artistic Director when they are rehearsing and performing with the Artists. This does not apply to Nutcracker or other full-length ballets.

***SIDE LETTER ALLOWING ARTISTS
TO PARTICIPATE IN THE ANNUAL
MUTTCRACKER CHARITY ACTIVITY AS VOLUNTEERS***

- A) Each year in December the Employer works with Pratt + Kreidich Photography and the Missouri Humane Society to produce a series of photographs and short videos that showcase animals that are available for adoption. The photos feature Company Dancers in full costume and makeup posing with various shelter animals. This opportunity is voluntary and takes place on a Free Day.
- B) AGMA and the Employer wish to continue this program and allow the dancers to volunteer for this opportunity without expectation of additional compensation or the need to obtain annual approval to participate in this volunteer activity.
- C) The AGMA Delegates will collect a list of interested Artists and provide that to the Employer who will then select the Artists to participate in the program from that list of interested Artists.
- D) For photographs or recordings featuring two or fewer Artists, the Artists shall have the opportunity to approve the image or recording and they will be properly credited for their appearance.

**SIDE LETTER CONCERNING
2024-2025 SENIORITY LEVELS FOR ARTISTS**

The parties agree that effective at the beginning of the 2024-2025 Season the following Artists will have the Seniority following their names:

<u>Artist</u>	<u>Seniority</u>
Gwen Vandenhoeck	1
Abby Hannuksela	2
Ethan Maszer	3
Fletcher Weld	3
Zoe Middleton	3
Elaine Rand	4
Julia Heiss	4
Olivia Cornelius	4
Lauren Kot	5
Roxy Shackelford	5
Emily Fugett	6
Sean Sessions	6
Colin Ellis	7
Matthew Rusk	8
Michael Burke	8
Rebecca Cornett	10
Amy Herchenroether	11
Lauren Christensen	11
Lori Wilson	16

***SIDE LETTER CONCERNING
2024-2025 SLB II DANCERS***

The Employer has engaged four dancers as SLB II Dancers for the first time effective this 2024-2025 Season. AGMA has instituted a new reduced initiation fee equal to \$500 for all Artists engaged during the first year of this Agreement. That initiation fee is payable in \$50 monthly installments for each month in which an Artist works. In order to assist the SLB II Dancers in paying their initiation fee, the Company will pay each SLB II Dancer engaged for the 2024-2025 Season a bonus of \$50 per month for each month in which they perform any Artistic Activity covered by this Agreement.