

# ***The Contract Behind the Curtain:*** **A Glimpse into the San Francisco Ballet Dancer's Contract**

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## **The Basic Agreement**

The San Francisco Ballet is one of the finest ballet companies in the world and the oldest company in the United States. The company produces its ballets through the utilization of collective bargaining agreements with the American Guild of Musical Artists (AGMA).

The Basic Agreement between AGMA and the San Francisco Ballet details many of the key terms of every ballet dancer's contract with the company.<sup>1</sup> The AGMA Basic Agreement is the collective bargaining agreement that all dancers with the SF Ballet sign when they join the company. It sets out the minimum terms and conditions that all dancers (and other artists) employed with the company are entitled to receive (like minimum salaries and benefits, publicity issues, and minimum health and safety standards).

Besides the detailed 79-page Basic Agreement, each artist also signs an "Individual Artist" Agreement with the company where additional commitments are made to the individual artist, such as a higher salary for a prima-ballerina, or more paid leave for a senior dancer with a bad ankle, or guaranteed free performance tickets for a member of the corps.

Review of the collective contract provides a fascinating glimpse into the inner-workings of the San Francisco Ballet because many of the day-to-day operation and performance issues are actually contract terms in the Basic Agreement.

All of the artists employed by the SF Ballet (including dancers, choreographers, and stage managers) are required to join AGMA and pay guild dues in the amount of 2% of the artist's gross salary. The current Basic Agreement is a three-year contract covering the term ending on 30 June 2009. Discussed below are a few of the more interesting terms in the Basic Agreement.

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<sup>1</sup> The 2006-2009 Basic Agreement between American Guild of Musical Artists and the San Francisco Ballet is available online at: <http://www.musicalartists.org/ContractsDance/SFBallet2006-09.pdf>

## **A Dancer's Basic Rights**

Dancers with the SF Ballet are guaranteed 42 weeks of employment in each contract year under the Basic Agreement, while stage managers are guaranteed 52 weeks of employment a year.

Before 15 January each year, an "Artistic Evaluation" will be completed by the company's Artistic Director for each dancer. Then, before 1 March, each dancer will receive a "Letter of Intent" or written notification of re-engagement or non-re-engagement by the company for the following contract year. Except artists employed for more than 10 continuous years with the company are given another season of dancing before their termination takes effect under the agreement.

Regular full-time employed dancers are assigned a performance or skill level within the company with the following order (starting with the highest performance level): Principal, Soloist, Corp, Apprentice.

Dancers cannot refuse any dancing roles assigned to them by the Artistic Director unless the role is morally unacceptable to the artist, like nudity.

However, the agreement also contains a clause that allows the artist to refuse to perform in any theater or place where discrimination is practiced on a broad range of issues. The ballet performs at the San Francisco War Memorial Opera House during its regular season and tours throughout the world during its off-season and thus is contractually bound to exercise care regarding the selection of its performance venues.

The Basic Agreement provides that the resolution of any disputes between artists and the company are first sent to a "Joint Committee" of representatives from the company, dancers at each level (corp, soloist, principal), a stage manager, and when requested, a representative of AGMA. The committees meet on a regularly scheduled basis and resolve the dispute or other issue of concern regarding the employment.

*"Curtain Time"* is defined as 7 minutes past advertised curtain time, or the beginning of the music of the 1st dance piece, or the opening of the curtain and/or lights up for the first dance piece, whichever occurs first.

There must be a minimum of 15-minute intermissions in between ballets (unless the ballet calls for a "pause" instead).

Artists are guaranteed a minimum of 21 sick days per contract year under the agreement.

## **A Dancer's Minimum Compensation**

The Basic Agreement also provides minimum compensation amounts for dancers during the company's rehearsal and performance weeks. A dancer's compensation increases yearly (over the 3-year term) and depends upon the dancer's performance rank within the company and seniority. For example, the Basic Agreement guarantees full-time dancers will receive the following minimum weekly salaries for the final 2008-2009 contract year:

Apprentice Dancer: \$560.60 / week  
Corps 1<sup>st</sup> year Dancer: \$1,027.52 / week  
Corps 8-10 yrs Dancer: \$1,341.10 / week  
Soloist 1<sup>st</sup> year Dancer: \$1,426.97 / week  
Principal Dancer: \$1,846.00 / week

Dancers who undertake "*extraordinary risk*" in the course of a performance or dance rehearsal are entitled to an extra payment of \$58.49 (minimum). Suspension from a trapeze or wire is considered "*extraordinary risk*" per se under the Basic Agreement. If an Artist is called upon to perform a feat that he or she considers to be extraordinarily risky, then a committee, consisting of two dancers and two company representatives view the ballet to decide if it involves "*extraordinary risk*" (and warrants the extra payment).

Artists cannot be required to give more than 8 San Francisco performances per week without extra pay, and the dancers cannot be required to give more than 10 performances without a paid day off under the collective agreement.

Artists are paid a minimum "Vacation Pay" of 8% of their minimum compensation in addition to their contractual salary. This is another area where a valued artist could possibly negotiate for a higher compensation rate in the individual artist agreement.

While it happens infrequently, occasionally dancers sing or speak a few words as part of a dance performance. Under the agreement, dancers who sing or speak up to 10 words in a dance piece are compensated at least \$10 per performance, and a minimum of \$30 per performance if more than 10 words are spoken or song by the dancer.

Dancers are entitled to over-time for any performance that concludes after 11:30 pm or if the performances exceeds 3 hours in length. The agreement provides a minimum over-time and penalty pay to the dancers, which is based on the dancer's rank in the company. For the 2008-2009 contract year, minimum over-time rate for a Principal Dancer is \$80.89/hour, and a Soloist is \$65.90, and a member of the Corps is \$50.92. Dancers could, of course, negotiate for a higher over-time and/or penalty pay rate in their individual agreements, however.

Artists are entitled to receive one pair of complimentary tickets for each series of performances, when the performance is not sold out. Artists may want to request guaranteed tickets for select performances in the separate artist agreement.

Ballet, like any live entertainment, is a risky business, and sometimes tickets do not sell as anticipated. Therefore, the company reserves the right to lay artists off without compensation, although the lay-off shall not affect the artist's guaranteed number of weeks of employment. The agreement also ensures that artists are allowed to arrange for outside employment during any lay-off periods.

## **Ballet Rehearsals**

The contract provides detailed definitions and requirements for dress rehearsals and performances. The agreement also defines an "Emergency Rehearsal", as one that is necessitated by sickness or injury; and an "Artistic Emergency Rehearsal" can be called when necessary to avert endangering the company's artistic standards.

The agreement calls for live piano accompaniment for classes and rehearsals, whenever possible.

There can be no question that dancers work hard and are in peak physical performance. Dancers are only entitled to one 5-minute break following 55-minutes of rehearsal time.

Dancers also need their rest, however, so the contract does not allow them to be rehearsed sooner than 13 hours after the end of the last rehearsal. And the maximum number of consecutive rehearsal hours permitted is three.

The Basic Agreement also includes a few key safety provisions to protect the health of the dancers. For example, a dancer cannot be penalized for refusing to dance on a concrete or carpeted floor, even though it may be covered with linoleum. And when 10% of dancers kneel on the floor, it must be cleaned before the rehearsal.

The agreement includes information about the posting of rehearsal and performance schedules. For example, casting for a performance must be posted at a minimum of one week in advance.

The company is obligated to credit all artists who perform leading roles in a ballet. Program inserts noting any changes in casting are also required, except for changes among corps dancers. The company must pay a penalty fee of \$50 for failing to properly credit a dancer who performs a leading role in a ballet.

## **Travel and Touring**

The Basic Agreement also includes extensive details regarding the provision of any travel and touring that involves the dancers or other company artists.

Artists have a right to be informed of any tour assignments at least 1 month in advance of the tour. Dancers are guaranteed a rest period after traveling and the agreement provides that their personal baggage portage will be covered by the company.

When traveling to an altitude between 5001-7000 feet above sea level, the dancer is guaranteed at least two days of rest before rehearsal; and if the dancer flies more than 7001 feet above sea level, then the artist is entitled to 3 full days of rest before any rehearsals. This provision is necessary because the dancers' bodies need to be in top condition for the challenging performances and high altitudes add physical strain to a body.

## **Costumes, Shoes, Tights, Make-Up**

The agreement includes provisions regarding costumes, wigs, shoes, and make-up worn in performances and rehearsals, including costume fittings. Dancers are entitled to receive several pairs of pointe shoes, ballet slippers, and other soft-soled shoes, as needed, and they receive 3 pairs of tights at the beginning of the contract year.

The Basic Agreement also guarantees that any shared tights must be laundered by the company between dancers. The dancers' union dues are working for them on that clause.

## **Publicity Rights and Media**

While artists have the right to approve all individual photos and bios used by the company, all publicity is controlled by the company under the agreement. All dancers have a right for their names to appear with all solo and duo photos used by the company in brochures or other publicity material.

Artists are not allowed to talk to the press regarding the San Francisco Ballet without prior approval of the company under the contract. And an artist's expression of any public opinion, statement or endorsement regarding a matter that is not San Francisco Ballet job related, must be identified as the artist's personal opinion and not that of the company.

## **Filming, Photography, "Electronic Media"**

The Basic Agreement prohibits photographers from being permitted on stage, in the wings or any corridors leading to the stage, unless the dancers have been given

advance notice on the official callboard.

No filming, broadcasting, or televising the dancers' performances is permitted, except for videos made by the company for study/archival purposes.

Also, filming for television local news is allowed (up to 3 minutes on local news and up to 15 for a "magazine format" program, but no ballet may be shown in its entirety). Furthermore, all news clips and video tapes of the dancers' performances must be returned to the ballet after airing.

The company is also permitted to make promotional and education tapes under the agreement (but not for public performances).

The agreement guarantees that the dancers in the first and second casts of each ballet in the repertory season will be recorded by the company. Dancers leaving the company are entitled to receive a 30 minute video of highlights of their performances during their career at SF Ballet.

Once clause stood out as holding promise for the company, the dancers, and the audience: the agreement to negotiate a separate "**Electronic Media Agreement**" to permit the use of current, new and emerging technologies such as the Internet or DVDs to record and distribute artists' performances. Hopefully, we will see the company use electronic media to provide more opportunity for people to access the world-class performances of the SF Ballet.

### **Artists' Reserve Fund**

Under the agreement one public performance during each repertory season is designated as a benefit for the San Francisco Ballet Artists' Reserve Fund to assist company dancers in making career transition after retiring from the company. Under the agreement, one day's salary for each dancer is matched by the company and donated to this fund.

New artists may have to undergo physical examination. Possessing or distributing a controlled substance at the workplace are grounds for immediate termination of employment.

### **Choreographer's Provisions**

The Basic Agreement also includes provisions specifically related to the creation of the choreography and the choreographers. In addition to the Basic Agreement, the choreographers also sign an individual artist agreement with the company that provides additional compensation to the choreographer and more detailed specifications for composing the choreography.

The agreement provides for minimum compensation amounts to choreographers employed by the San Francisco Ballet. For example, for a dance piece choreographed by a new choreographer in the 2008-2009 contract year, and that is his or her first ballet for the company, the minimum choreographer's fee is \$2,231.18. For a dance piece that is not more than 10 minutes long and employs not more than 4 dancers, the minimum fee is \$3,291.77. And for all other dance pieces, the choreographer's fee is a minimum of \$4,462.35.

For all of these types of dances, the choreographer also receives a minimum royalty of \$111.04 for each live performance of the dance in the 2008-2009 contract year. Like the dancers, a popular choreographer can command a higher fee via the Individual Artist Agreements.

The Basic Agreement only includes royalties to choreographers for live performances, so any performances via recorded media, or film, or television would have to be negotiated for separately.

The SF Ballet retains the exclusive worldwide right to perform the ballet for a period of up to 3 years within a 5-year period from the ballet's premier. After that time, the choreographer (and copyright owner) can license the ballet for performance elsewhere.

Artistic matters such as lighting, costumes, and sets used in the ballets are subject to the mutual approval of both the choreographer and the company's Artistic Director Helgi Tomasson. Although the choreographer will be consulted as to casting, the Artistic Director has the final approval of all casting decisions. Of course a savvy choreographer could negotiate for mutual approval of casting in his or her individual agreement.

A choreographer is entitled to a minimum of 2 complimentary tickets to his or her ballet's premier with the San Francisco Ballet.