



Driving progress
through partnership

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By Electronic Mail [REDACTED]

Allison Beck
Interim National Executive Director
American Guild of Musical Artists
305 Seventh Avenue, Ste. 2A
New York, NY 10001

RE: October 29 Meeting Follow Up

Dear Allison:

We write to follow up on today's meeting between AGMA and DBDT. As you stated during the meeting, AGMA will not bargain for a first contract with DBDT until DBDT has resolved the labor charges filed by AGMA. DBDT does not believe that bargaining a first contract should be delayed. Although it is AGMA's position that the current main company dancers are not AGMA members, as you acknowledged, AGMA still represents them based on the NLRB's certification. DBDT has been waiting for AGMA to commence negotiations since it received AGMA's May 31, 2024 letter, stating that AGMA "will reach out soon with proposed dates and times to begin negotiating a collective bargaining agreement." At no point between May 31 and August 9, when the main company dancers were terminated, did AGMA reach out with such dates. DBDT remains willing to begin negotiations for a first contract and is disappointed that AGMA will not agree to start negotiations at this time.

Even though DBDT does not believe AGMA's labor charges preclude the parties from starting contract negotiations, as we raised during today's meeting, DBDT is in settlement discussions with the NLRB regarding AGMA's labor charges. In addition, as we stated, DBDT is willing to meet with AGMA to discuss the reinstatement of the former dancers and believes the participation of a mediator would facilitate the terms of a resolution because the reinstatement of the former dancers is not as simple as it sounds. Regardless, DBDT hopes that any discussion around the former dancers' reinstatement is one in which the parties can work together to address the various issues at play, including but not limited to, what legal obligations AGMA and DBDT have to the current main company dancers whose employment will be impacted by the reinstatement of the former main company dancers.

We understand from your comments today that you do not believe the current mediator assigned by the Federal Mediation and Conciliation Service has sufficient experience to mediate these discussions. As such, we suggest the use of an alternative FMCS mediator— Stephen Millen, Senior Mediator/Commissioner. Mr. Millen has been with the FMCS for over 12 years and has significant

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experience with the arts industry. DBDT requests that AGMA consider this mediator, who is highly qualified, and inform DBDT by Friday, November 1, whether it will agree to commence discussions with Mr. Millen about his availability to assist with the issue of reinstatement and reaching a first contract. If there are alternative mediators that AGMA would like DBDT to consider, DBDT is happy to do so.

To reiterate, DBDT remains ready and willing to commence good faith bargaining. We hope that AGMA will meet us at the bargaining table soon.

Regards,

Emily P. Harbison
Amanda E. Brown

EPH:lg

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