

# **Actors' Equity Association**

## **AGREEMENT AND RULES GOVERNING EMPLOYMENT IN SMALL PROFESSIONAL THEATRES**

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**RULES GOVERNING EMPLOYMENT  
IN SMALL PROFESSIONAL THEATRE PRODUCTIONS**

**RECOGNITION**

The Producer recognizes Actors' Equity Association (hereafter "Equity" or "AEA") as the exclusive representative of the Actors (Principals, Chorus, Stage Managers, Assistant Stage Managers, Dance Captains, Swings, Extras, Understudies) employed by the Producer for the purpose of collective bargaining and the administration of matters within the scope of this Agreement.

**USE OF AGREEMENT**

This Agreement may be offered by Equity, in its sole discretion, for use in Small Professional Theatres (hereinafter "SPT").

- (A) The term "Small Professional Theatre" shall mean Theatres with a seating capacity of 349 seats or less located outside the cities of Chicago and New York. A Theatre's "Category" shall be determined by the number of weekly performances offered and the maximum weekly work hours needed as per the Minimum Compensation Table and Rules 41(B), PERFORMANCES and 47(H), REHEARSALS.
- (B) The Small Professional Theatre Agreement shall not be used without the express consent of Equity by any Producer or Producing organization that has operated under any Equity agreement in the preceding 12 months.
- (C) Food or beverages may not be served to the audience in an SPT theatre under any circumstances (this shall not preclude lobby concessions). It shall be the responsibility of the Producer to enforce this ruling. If Equity determines that the Producer is permitting violations of this rule, such violations shall subject the Producer to review of this Agreement, and Equity may, at its sole discretion, require the Producer to operate under a different Agreement.
- (D) Except with the express permission of Equity and under such terms and conditions as Equity may require, the Producer shall not schedule special performances for children or school level audiences or present productions which should properly be produced under the terms and conditions of the Agreement and Rules Governing Employment in Theatre for Young Audiences, in that the material is:
  - (1) Expressly written, created or adapted to be performed for children, up through and including junior high school level, or performed for high school level audiences if the production is not altered in any way from that performed before younger age levels; or
  - (2) A play or material originally created and/or performed for adults which has been adapted for children and performed as stated above. This provision shall not, however, preclude student performances of regular full-length adult productions.
- (E) When a play is produced where: two or more Co-Producers utilize this Agreement and the play is produced in the venues of each Producer; or

one Co-Producer is a signatory to this Agreement, and one Co-Producer is a signatory to a different Equity Agreement; then, accordingly, Equity shall determine, as to each Small Professional Theatre production, the Actors' salary, benefits, and work rules, consistent with the principle of continuous employment.

- (F) Any play or musical at an SPT theatre that will receive enhancement money from a Producer who has first class rights to the play or musical may not be produced under the Theatre's SPT Agreement unless the SPT Producer receives prior written consent from Equity and agrees to such terms and conditions as Equity may establish. For purposes of this Agreement, "enhancement money" is defined as any kind of financial support from another producer that is applied toward any aspect of a particular production, including, but not limited to, Actors' salaries, costumes, sets, and/or services of any kind provided at a reduced rate or no cost.

## **1. ACTOR'S OBLIGATIONS TO EQUITY**

- (A) Nothing contained in any employment contract signed by any Actor shall be construed so as to interfere with the carrying out of any obligation which an Actor owes to Equity by virtue of the Actor's membership, and the Producer shall not only not request or require any Actor to do any act or thing forbidden by the Constitution and By-Laws of Equity or by the rules or orders of Equity or orders of its authorized executives, but shall require the Actor to do and/or assent to the Actor doing any and all acts required by the foregoing.
- (B) The Producer further agrees the Producer has notice that:
  - (1) The Associated Actors and Artistes of America is a voluntary Association (hereinafter "4As") and is subject to the Constitution, By-Laws, rules, regulations and orders of the American Federation of Labor-Congress of Industrial Organizations (AFL-CIO), from which it derives its charter.
  - (2) Equity, deriving its charter from the 4As, is in turn subject to the Constitution, By-Laws, orders, rules and regulations of the 4As and the AFL-CIO.
  - (3) The Actor is directly subject to the Constitution, By-Laws, rules, regulations and orders of the 4As, and the Producer agrees not to require the Actor to do any act or thing forbidden by the Constitution or By-Laws of the 4As or by its rules, orders or regulations.

Contracts of employment shall be subject to all such rules and regulations.

- (C) Nothing contained in this Rule shall, however, require the Producer to take any action which is not legally permissible, or permit Equity to change, modify, amend, supersede or impose any conditions or obligations upon

the Producer which are not specifically set forth in this Agreement or in any of the individual agreements made with Actors, consistent herewith.

## **2. AGENTS**

- (A) **Equity Franchise Required.** The Producer has notice that if negotiation for, or the obtaining of, this contract by the Actor is through any employment agent or personal representative not holding an Equity Franchise or one whose franchise is not in good standing, the Actor is liable to suspension or other disciplinary action.
- (B) **Commissions.** Should the Producer contact the Actor directly and agree with the Actor as to the salary and part, the Producer shall not directly or indirectly require an Agent to intervene to complete the engagement or require the Actor to sign the contract at or through an Agent's office. Any such Agent so engaged does not represent the Actor, and should such Agent make a claim for commission, the Actor shall notify the Producer accordingly, and the Producer shall indemnify the Actor and hold the Actor harmless from any such claim.
- (C) **Chorus.** An Actor signed to a Chorus contract or performing Chorus work shall not be required to pay commission to any Agent, except in accordance with the Equity Agency Regulations.

## **3. ALIENS**

Non-resident aliens may not be employed without the express consent of Equity, which decision by Equity shall be final and binding and not subject to grievance and arbitration..

## **4. ANNOUNCEMENTS**

- (A) An announcement shall be made, either in the program or live before the beginning of each performance to the effect that the taking of pictures or the making of recordings of any kind during the performance is prohibited.
- (B) A live announcement shall be made at each performance if the aisles are used by the Actors for entrances and/or exits that the aisles shall be kept clear during the performance.

## **5. ARBITRATION** (See also Rule 13, CLAIMS)

Any controversy arising from the application or interpretation of this Agreement or affecting the relationship between any Actor or Equity and the Producer, including the disputes as to the existence or validity of any employment contract, shall be submitted to arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

- (A) Arbitration as provided herein shall be the exclusive remedy for the resolution or adjustment of disputes, including any question as to whether

a dispute or issue is arbitrable under the provisions of this Agreement. Nothing herein shall be construed to give the arbitrator the authority to alter, amend, or modify any of the provisions of this Agreement. Equity shall determine the site of the arbitration, which shall be New York, Chicago, Los Angeles, or San Francisco, or such other city as Equity shall designate.

- (B) **Time Limit.** Should the Producer dispute a ruling by Equity, the Producer shall demand arbitration within four weeks of receipt of notice of the ruling. Failure to do so shall constitute agreement with Equity's ruling, and an acknowledgement that Equity may deduct any monies due as a result of this ruling from any security posted with Equity by the Producer. The Producer immediately shall replace said deducted amount upon demand by Equity.
- (C) **Expenses.** The expense of the arbitration, including the compensation of the arbitrator, shall be shared equally by Equity and the Producer.
- (D) Equity shall act on behalf of the Actor in any arbitration proceedings, and no Actor is authorized to commence any arbitration proceeding.

## 6. AUDITIONS

The Producer shall conduct auditions or interviews for performers and stage managers. The following conditions shall apply:

### (A) **General Provisions**

- (1) Among the auditions or interviews held, there shall be auditions or interviews for Equity performers and Stage Managers.
- (2) The Producer is under no obligation to hire any person pursuant to any audition or interview procedure including the procedure for Equity performers and Stage Managers set forth below.

### (B) **Equity Audition/Interviews**

The Producer shall comply with the following audition procedures for Equity performers and Stage Managers:

- (1) There shall be no less than one full day of auditions for each production or, upon written consent of Equity, two full days of seasonal auditions for Equity performers and Stage Managers. These auditions shall be at the theatre or other local space approved by Equity. An individual with casting authority (that is, one who can effectively recommend performers and Stage Managers for employment by the Producer) shall be present at all times during auditions/interviews.
- (2) **Scheduling**
  - (a) The Producer shall submit to Equity, for posting at the Equity offices, a listing and description of all roles in the production and all necessary information for contacting the Producer.



This listing shall be submitted at least 10 business days prior to the audition and prior to any other casting announcement. The Producer shall list all audition notices on the appropriate Equity area "hotline" by providing at least 10 days' notice of the audition to the "hotline" coordinator.

- (b) When Equity Principal auditions are scheduled in an Equity office city, that office city's Equity Principal audition procedures shall be used. These auditions will be coordinated with the Equity office city's Audition Department.
- (3) **Procedures.** Auditions, readings, and/or interviews, shall be limited to three in number for an Equity performer, and said performer shall be compensated at the rate of 1/7 of minimum salary for each reading and/or audition over three to which the performer is called. Performers shall be auditioned individually and shall not be called in groups unless necessary for physical screening, movement and/or voice blending.
- (4) **Safe and Sanitary Provisions.** Performers shall not be permitted to audition in any premises that do not comply with the fire laws of the city and state in which the auditions are held. The Producer shall provide:
  - (a) A room, other than the audition room, that shall have seating and open space where the performers may wait and/or warm up for the audition.
  - (b) Separate change facilities (not lavatories) for men and women dancers.
  - (c) An audition, change and/or waiting rooms that are properly lighted, ventilated and in which the temperature is properly regulated during inclement weather (hot or cold) to provide a comfortable environment, but in no event less than 68°.
  - (d) Actors shall not be required to perform dance steps on concrete or marble floors or any other surfaces which Equity shall reasonably deem to be injurious or unsafe, or on wood or any other substance laid directly over such similar surfaces which does not provide air space of at least 1 5/8<sup>th</sup> inches between the concrete, or marble, or similar supporting surface and the resilient dancing surface.
  - (e) Ample, pure, cool drinking water and cups, where needed, shall be provided at no charge wherever the performer is required to audition.
  - (f) Restrooms shall be available throughout the times of the audition. Access must be separate from the room in which auditions are being held.
- (5) **Liability Insurance.** The Producer shall provide liability insurance at auditions and shall provide the name of the insurance carrier to

the performers at the audition. In the event of injury, the Producer shall advise the performer of the procedure for filing a claim with the insurance company.

- (C) **Equal Employment Opportunity – Non-Traditional Casting.** See Rule 23, EQUAL EMPLOYMENT OPPORTUNITY – NON-TRADITIONAL CASTING.

## **7. BINDING EFFECT OF AGREEMENT**

All contracts of employment signed pursuant to this Agreement are binding not only upon the signers on the face thereof, but upon any and all corporations, co-partnerships, enterprises and/or groups which said signers or each of them directs, controls or is interested in, and are hereby agreed to be adopted as their contract by each of them.

## **8. BLACKLISTING**

The Producer and Equity each pledge themselves to prevent blacklisting in the Theatre. Blacklisting, for the purposes of this Rule, shall mean the submission by the Producer, directly or indirectly, to individual or group pressure, and/or the use of private lists, published or unpublished, of persons who are not to be employed in theatrical productions for reasons having no direct relation to their theatrical ability. If it is determined that a Producer has blacklisted, as defined herein, said Producer shall pay the Actor losing employment as a result thereof, the Actor's full contractual salary for the duration of the contemplated engagement, plus a sum equivalent to the full contractual salary of the Actor's successor or \$1,000, whichever is the greater.

## **9. BREACHES BY PRODUCER**

- (A) Should the Producer be in breach of any of the Producer's obligations under this Agreement, including but not limited to:
- (1) Breaching an individual contract of employment, or failing to abide by any rule which is part of said contract, or being in default as to any such contract; or
  - (2) Making any false statement in connection with any employment agreement or regarding security, or failing to deposit security at the time and in the form and amount required by Equity; or
  - (3) Employing any Actor under any form of contract other than a standard Equity form.

Should any situation arise where, because of the act of the Producer, or the Producer's fault or default, the Actor is released from the Actor's obligation to work, then, in any of said events, the Actor may, Equity consenting, forthwith terminate the Actor's employment and be released from any obligation to render services to the Producer.

- (B) If a breach occurs as set forth in Paragraph (A) above, the Producer shall pay the Actor forthwith, in full, for all services rendered by the Actor, plus any other sums to which the Actor may be entitled by contract or by Equity Rules which have not yet been paid to the Actor, and for any damages that may arise under contractual law and also, as liquidated damages, no present basis of calculation existing, a sum equal to two weeks' contractual salary. Against said sum equal to two weeks' salary, no offset shall be allowed the Producer for earnings of the Actor in a new or subsequent engagement. These provisions shall apply to each season or period of employment contracted for. Disputes as to the applicability of the foregoing paragraph shall be subject to arbitration and neither Equity nor the Actor may finally determine any question of violation or breach on the part of the Producer, except as to violations of Paragraphs (A)(2) and (3) above. In the event of the Producer's breach of Paragraph (A)(2) or (3) above, Equity may intervene, without penalty to itself, and require the Actor to perform or rehearse or not perform or rehearse under such terms and conditions as Equity may consider just and equitable.
- (C) **Attempted Breach.** No Actor shall agree with a Producer, Employment Agent, Personal Representative, or other Actor, and no Producer shall agree with any Actor, Employment Agent, or Personal Representative to cause, or attempt to cause, or agree to permit any breach of any term of any employment contract.
- (1) Should a Producer be found by an arbitrator to have engaged in such conduct, the Producer agrees that such conduct on the Producer's part shall be a breach of the Producer's employment agreements with Actors, entitling any such Actors to the remedy stated in Paragraph (B) above. The Producer further agrees that upon such breach, the Producer's name may be posted on the "Defaulting Employer's List" maintained by Equity.
- (2) Should any Actor engage in such conduct, said Actor shall be subject to such disciplinary action as Equity may determine. In the event of a recovery of liquidated damages by or on behalf of the offending Actor, the same shall be paid into the Actors' Equity Foundation, Inc.
- (D) Should the Producer in any way breach any clause of this Agreement (such as but not limited to ratio, maximum seating, maximum ticket price) the Producer shall pay a penalty of not less than two weeks of an Actor's minimum salary for each such breach and for each week the breach continues. Such penalty amounts shall be paid to the Actors' Equity Foundation.

## 10. BREAKS AND REST PERIODS

- (A) **Rest Period.** There shall be a 12-hour rest period between the end of work on one day and the beginning of work on the next, except on the final day before the first public performance when the rest period may be

reduced to 11 hours. Any invasion of this rest period shall be paid at double the overtime rate in addition to all other remuneration due.

**(B) Breaks**

- (1) There shall be a recess of 1½ hours after a period of not more than five consecutive hours of rehearsal and/or performance. This 1½ hour break may be shortened to one hour by unanimous consent of the Actors taken by secret ballot. (This shall not increase the rehearsal time but, rather, reduce the span of day.) In addition, there shall be a break for each Actor of five minutes after each 55 minutes, or 10 minutes after 80 minutes of rehearsal.
- (2) A combined rehearsal and costume call may reach a maximum of six consecutive hours without a 1½ (or 1)-hour break. See Rule 47(H), REHEARSALS.
- (3) A combined rehearsal and photo call may reach a maximum of six consecutive hours without a 1½ (or 1)-hour break. See Rule 42(A), PHOTOGRAPHS.

- (C) Designated Day Off.** The Actor shall be entitled to one scheduled full “Designated Day Off” each workweek (including the rehearsal period) which shall be free of rehearsals and/or performances. A “Designated Day Off” shall be defined as a full 24 hours in addition to the standard 12-hour rest break at the end of each workday. The regularly scheduled designated day off within each workweek may be changed by unanimous consent of the Actors on not less than one week's notice. In no case may there be more than eight days between designated days off, except that nine days may elapse between designated days off to comply with the Thanksgiving and Christmas rules below. (See Paragraphs (D)(1) and (D)(2) below.) Should the Stage Manager agree to work on the day off, the Stage Manager shall receive no less than an additional 2/6 of the Stage Manager's weekly contractual salary.

**(D) Holidays**

- (1) In addition to the regular day off during the workweek, there shall be no rehearsal or performance on either December 24 or December 25 (but not both unless the regular day off is scheduled by the Producer on December 24 or December 25). In Categories 6 through 10, the Producer may schedule six performances over three consecutive days during the seven-day period prior to or following December 25 but not both. (See also (C) above.)
- (2) There shall be no rehearsal or performance on Thanksgiving Day. In Categories 6 through 10, should the Producer schedule a second day off during the week in which Thanksgiving occurs, the Producer may schedule six performances over three consecutive days during said week. (See also (C) above.)
- (3) Any changes of day-off that are required by Paragraphs (1) and/or (2) above shall not require the consent of the Actors.

- (E) **Days with Matinee and Evening Performances.** There shall be no less than a 1½ hour rest period, exclusive of half-hour, between performances. (See Rules 41(E) and (F), PERFORMANCES.)
- (F) **Twilight.** Twilight performances shall have not less than one hour between performances and shall not start earlier than 5:00 PM nor end later than 1:00 AM. (See Rule 41(F), PERFORMANCES.)

## **11. CALLBOARD**

- (A) A callboard shall be maintained backstage at each Theatre on which information important to the cast shall be posted. This information shall include:
  - (1) Sign-in sheet;
  - (2) Any notices, correspondence or letter(s) of information sent by Equity to the Company;
  - (3) Company closing notice (when applicable) and other communications from the Producer to the Company as a whole;
  - (4) Name of the Workers' Compensation carrier and the carrier number;
  - (5) Members of the Producer's staff whom the Actors can contact in case of emergency;
  - (6) Information regarding fire exits and fire-fighting equipment and proper procedures in case of fire;
  - (7) Addresses of hospitals in the area;
  - (8) Phone numbers for local doctor and dentist;
  - (9) Information as to safekeeping of Actors valuables by the Producer; and
  - (10) Brush-up rehearsal calls after opening. (All other calls after opening shall be given to the Actors by the Stage Manager.)

## **12. CHORUS**

- (A) Whenever a Play or Musical with a Chorus is produced, a minimum number of the Equity company (not including Stage Managers or non-performing Understudies) shall be engaged on an Equity Chorus contract and actually perform Chorus work (see Rule 24(G), EQUITY SPECIAL PROVISIONS). The minimum number of Equity Chorus required is:

Equity Contracts (on stage Principals and Chorus, not including Stage Managers or Understudies)	Minimum Number of Equity Chorus Contracts Required
1	0
2	0
3	0
4	1
5	2
6	2
7	2
8	3
9	3
10	3

For any number of required Equity Chorus contracts not indicated in this chart, the number shall be that closest to 33% of the Equity contracts, not including Stage Managers or non-performing Understudies.

(B) **Chorus: Additional Compensation Provisions**

- (1) **Playing a Principal Part.** If a Chorus Actor is required to play a part (except as Understudy), which was played by a Principal Actor in the original (Broadway or Road) production, the Chorus Actor shall be paid no less than \$20 per week in addition to weekly contractual salary for each such assignment or part. (See Rule 24(G), EQUITY SPECIAL PROVISIONS.)
- (2) **Understudy for Principal Role.** If a Chorus Actor understudies a Principal role, the Chorus Actor shall be paid not less than \$15 per week, in addition to weekly contractual salary for each such role understudied.
- (3) **Swing.** If there are six or more Chorus Actors in a production, swings shall be required. A Chorus Actor of each gender may be designated to swing one or more numbers in the production or a full Swing of each gender may be employed. Should the assigned Swings be under an Equity contract, the following shall apply:
  - (a) If a Chorus Actor is assigned to swing one or more numbers, the Chorus Actor shall receive no less than \$10 per week in addition to weekly contractual salary for each such assignment; and
  - (b) If a full Swing is hired, the Swing shall be signed to an appropriate Chorus contract.

**13. CLAIMS**

- (A) **Waiver or Release Not Permissible.** No Actor may waive rights to any claim or any portion thereof unless Equity consents in writing; the

Producer agrees not to seek or solicit any such waiver, release, or settlement, nor offer the same in any arbitration or any court proceeding, unless Equity specifically consents in writing. In no case shall claims of Actors under employment contracts be handled or enforced by agents or attorneys of Actors unless Equity consents in writing.

- (B) **Time Limit in Filing Claim.** Should the Actor deem that there is any claim against the Producer under the Actor's contract, the Actor shall present the same to Equity or to the Producer within 30 days after the time when such claim shall have arisen, unless the Actor gives to Equity and/or to the arbitrator a good and sufficient reason for any delay after such period of 30 days. Should Equity deem that there is any claim against the Producer, whether filed by an Actor or not, Equity shall file the claim with the Producer in writing no more than 30 days after the time when Equity becomes aware of the claim, unless Equity gives to the arbitrator a good and sufficient reason for any delay after such period of 30 days.
- (C) The Producer is on notice that if a previous season's bond is not cleared by Equity, Equity may direct Actors not to accept employment with the Producer.

#### 14. CLOTHES AND MAKEUP

- (A) **Costumes the Producer Shall Provide.** The Producer shall provide all costumes and clothing except modern conventional undergarments. The Actor may not be required to use any personal wardrobe in the production and in no event shall a Producer require the Actor to purchase any clothes for the production. Additionally, the Producer shall furnish all Actors with footwear, including properly fitted shoes, tights, hose, and stockings.
- (B) **Rentals.** No Actor shall rent or lend any wardrobe to a production for use in any production until the terms of the rental, based on the schedule below, are stated in a rider to the Actor's contract of employment. The agreed upon payment shall be paid weekly to the Actor with the Actor's salary but by a separate check.
- (C) The following shall be the minimum rental fee per week when an Actor furnishes the Actor's personal clothing for a production:

Topcoat	\$4.00	Suit	\$12.00
Overcoat	\$4.00	Sweater	\$ 2.00
Raincoat	\$4.00	Tie	\$ .50
Suit Jacket	\$4.00	Hat	\$ 1.50
Blouse	\$1.50	Boots	\$ 4.50
Dance Shoes	\$6.50	Evening Gown	\$12.00
(including, but not limited		Ensemble	\$18.00
to, professional jazz shoes		(complete outfit)	
character shoes, tap shoes,		Slip/Bra	\$ 1.50
pointe shoes and dance boots)		Jeans	\$ 1.50
Dress	\$3.00	Nightgown	\$ 1.50

Slacks	\$3.00	Bathing Suit	\$ 1.50
Shirt	\$2.00	Wig, Hairpiece, or facial hair	\$ 7.00
Skirt	\$3.00	General	\$ .50
Shoes/Sneakers	\$4.50	(such as purse, jewelry)	
Shorts	\$1.50		

For any garments not appearing on this schedule, the rental fee shall be negotiated to the mutual agreement of the Actor and the Producer. When the Producer provides suitable costumes for the Actor's use in the production but the Actor instead elects to wear the Actor's own clothing, the Producer shall not be required to pay any rental fee.

(D) **Shoes and Dancing Shoes**

(1) **Shoes.** The Producer shall provide properly fitted footwear which, if for dancing, shall be new. All other footwear shall be clean, sanitary, and in good repair.

(2) **Dance Shoes.** The Producer shall provide properly fitted professional dance shoes for all members of the cast who are required to dance. Dance shoes may represent the period of a production (for example, sneakers in *West Side Story* or athletic shoes in *Damn Yankees*) and shall conform to the appropriate style of the movement. All footwear shall be of suitable construction for dancing when used for theatre dance movement. Professional dance shoes are not required for normal ballroom dancing or where there are minimally choreographed movements. The Producer shall provide professional dance shoes at least one week prior to dress rehearsal. The Producer shall furnish toe shoes with ribbons for all rehearsals and performances requiring toe shoes. The Producer shall furnish at least one pair of toe shoes for each member of the cast called upon to dance in toe shoes. New toe shoes shall be provided sufficiently in advance of their use to allow the Actor adequate time to break in the shoes. Shoes for dancing shall be rubbered and braced and shall be repaired or replaced whenever necessary

(E) **Cleaning and Upkeep.** All clothing worn by the Actor for use in the production, whether furnished by the Producer or not, shall be cleaned at the Producer's expense whenever necessary but at least every two weeks and laundered whenever necessary but at least twice a week. All clothing shall be aired whenever possible. Clothing shall also be repaired or replaced whenever necessary.

(F) **Backup Costumes.** Backup costumes shall be provided whenever necessary.

(G) **Skin Parts.** All Actors including Understudies shall be supplied with new or freshly laundered and dried "skin parts" daily.

(H) **Knee Pads and Protective Clothing.** Prior to any activity that requires knee and elbow pads and protective clothing, the Producer shall furnish new and properly fitted (that is, small, medium, and large) items for the



exclusive use of the Actor for all rehearsals and performances.

- (I) **Makeup.** The Actor shall supply all conventional theatrical facial makeup. The Producer shall supply all special and body makeup.
- (J) **Wigs, Hairpieces, and Facial Hair.** All wigs, hairpieces and facial hair shall be provided to the Actor in a clean and sanitary condition and shall be so maintained by the Producer.
- (K) **Change of Hair Color.** The Actor may not be required to change the color of the Actor's hair unless the Actor agrees in writing. The Producer shall pay for the expense of changing the color professionally and of its upkeep during the run of the engagement and of the professional restoration to the original color at the end of the Actor's engagement.
- (L) **Change of Hair Style.** The Actor may not be required to cut the Actor's hair in a manner that changes the hair style, or shave the Actor's head, beard, moustache, or sideburns, unless the Actor agrees in writing at the time of signing the Actor's contract, and has been notified at the time of audition of such potential change. If the Actor agrees, the Producer shall assume the cost of making the change, and maintaining it during the run of the production.
- (M) **Costumes for Understudies and Swings.** A Swing or Understudy shall be furnished with all shoes necessary for performance, and shall be provided with a properly fitted costume whenever required to perform. If possible, any costume worn by another Actor shall be cleaned prior to its use by any Swing or Understudy and again prior to its further use by any other Actor, including the Actor to whom it is regularly assigned. If an Understudy or Swing provides his own costume, the Understudy or Swing shall be paid no less than the weekly rental fee provided in Paragraph (C) above.
- (N) **Costume Measurement.** Prior to the beginning of rehearsals, an Actor who has been contracted for the production may be asked to consult with the costumer for measurements at a mutually convenient time.
- (O) **Costume Fitting.** During rehearsals, two costume calls per Actor of up to two hours each shall be permitted in addition to the regularly scheduled rehearsal hours herein prescribed, see Rule 47(H), provided that the hours for the costume call and the rehearsal shall be consecutive.

## 15. CONTINUOUS EMPLOYMENT

Continuous employment of the Actor is the essence of all employment contracts. Employment thereunder shall begin on the date of the beginning of rehearsals or required date of arrival if earlier, and shall continue until terminated as herein provided, and not otherwise. All calculations of sums due or benefits accruing to the Actor shall be computed on the basis of consecutive employment.

## 16. CONTRACTS

- (A) All contracts with Actors shall be valid and binding only when printed on the official Equity contract form. No other form of contract, oral or written, shall be deemed valid. The Producer shall not offer any such other form of contract into evidence in any arbitration or assert any defense or waiver in an effort to establish any form of contract, notwithstanding anything to the contrary in the law of the state in which the theatre is located.
- (B) **Signing Of.** Unless contracts are signed concurrently, they shall be signed by the Producer first. The Producer agrees that all blanks, including opening date, name of part, and salary shall be filled in before signing or delivery. The contract and any riders shall be presented to the Actor no less than seven calendar days prior to the Actor's first day of employment.
- (C) **Effective Date.** Contracts between Producer and Actor shall be signed before the Actor begins rehearsal and shall be signed on the date when the terms of the contract are agreed upon between the parties. If not signed on said date, they shall be signed as of said date.
- (D) **Right to Negotiate.** The Actor and the Producer agree that the Rules and Regulations set forth in this Agreement are minimum provisions and, as such, do not limit an Actor's right to negotiate better terms and conditions of employment. (See also Rule 52, SALARIES.)
- (E) **Hiring "As Cast" Prohibited.** All roles and duties shall be specified in the Actor's contract at time of signing.
- (F) **Determination of Classification.** Equity has the sole right to determine whether an individual is correctly classified as a Principal, Chorus, Stage Manager or Assistant Stage Manager, and the Producer agrees that Equity's determination shall be final.
- (G) **Changes and Alterations.** Neither the Actor nor the Producer has any right or power to waive any of the minimum conditions set forth in the employment contract or this Agreement without the written consent of Equity. All riders, changes, waivers, or substitutions made to any contract of employment require the consent of Equity in writing. If Equity does not consent, said riders, changes, waivers, or substitutions, or any part thereof, are void. It shall be the duty of the Producer, not the Actor, to submit proposed changes to Equity for its written approval by a duly authorized representative. If Equity fails to notify the Producer in writing of its disapproval of said riders, changes, waivers or substitutions within 10 business days after receipt thereof by Equity, they shall be deemed approved. No such riders, changes, waivers, or substitutions not previously agreed to by Equity shall be admitted in evidence in any arbitration for the disposition of any claim, without the written consent of Equity.
- (H) **Executed Agreement.** The Producer shall file with Equity a signed employment contract within one week after entering into such contract. Where the Actor is employed after rehearsals have begun, the contract

shall be filed within three days. Failure to do so shall constitute a breach of contract by the Producer, and the Actor may, at any time, Equity consenting, terminate the contract without notice, and the Producer shall pay the Actor as damages for breach, a sum or sums to be computed as in the case of breach of Rule 9, BREACHES BY PRODUCER.

## **17. DANCE CAPTAIN**

- (A) Whenever a production has choreography and/or musical staging, a Dance Captain shall be required, and paid from the first day of assignment or first day of employment, but in no event later than the first day of rehearsal, no less than 20% of the applicable Category minimum Actor salary, in addition to weekly salary:

	Rates effective 6/8/15	Rates effective 6/6/16
Category 1	\$45.80	\$47.17
Category 2	\$53.80	\$55.41
Category 3	\$61.80	\$63.65
Category 4	\$68.40	\$70.45
Category 5	\$76.40	\$78.69
Category 6	\$86.00	\$88.58
Category 7	\$95.20	\$98.06
Category 8	\$106.80	\$110.00
Category 9	\$120.80	\$124.42
Category 10	\$132.80	\$136.78

- (B) The Stage Manager shall not function as Dance Captain.
- (C) After the first public performance, rehearsal hours for the Dance Captain shall be limited to the hours specified in Rule 47(J).

## **18. DEFAULTING EMPLOYERS**

- (A) A Producer shall not be eligible to engage Actors unless the Producer shall have furnished security in such amount and in such manner and form as may be satisfactory to Equity to ensure the payment of the claims of Actors against said Producer.
- (B) Any Producer engaging any Actor represents that said Producer is not in default under any Agreement with Equity at the time of such engagement, and that no contract has been entered into between said Producer and Equity or any Actors, any breach of which remains unsettled or unliquidated.
- (C) No Actor shall work or be required to work or to continue in the employment of any Producer, without the consent of Equity, or to work for any person, partnership, corporation, enterprise, or group that has violated or is violating any Agreement with Equity or any of its members; or which has failed to abide by any arbitration award, or, where permitted herein,

- any final determination of Equity; or which, through failure to meet past obligations to Equity or its members, has been placed on Equity's "Defaulting Employers' List;" nor shall any Actor work for or be employed by anyone who is or has been connected, either as an individual proprietor, general partner, associate producer, corporate director, officer, active stockholder or otherwise with any defaulting Producer so specified, without the consent of Equity.
- (D) No Actor shall work or be required to work or continue in the employment of any Producer or company, if and when Equity shall be dissatisfied with the quality or amount of any security which may be offered or given or requested by Equity to secure the payment of any claim, present or future, of any Actor.

## 19. DEFINITIONS

- (A) **Actors' Equity Association.** The terms "Equity," "AEA," or "Actors' Equity" shall mean Actors' Equity Association.
- (B) **Actor.** The term "Actor" shall refer to any person engaged on an Equity contract, including Principal, Chorus, Stage Manager, Assistant Stage Manager, Dance Captain, Swing and Understudy. (See RULE 64, UNION SECURITY/ DUES AND INITIATION FEES.)
- (C) **Principal Actor.** The term "Principal Actor" shall include any Actor engaged on an Equity contract who is not engaged on a Chorus contract and/or engaged to perform Chorus work.
- (D) **Chorus.** The term "Chorus," "Chorus Actor," "member of the Chorus," "Actor engaged under a Chorus contract" and "Chorus performer" shall include any Actor engaged on an Equity Chorus contract and/or actually performing Chorus work, as may be determined by Equity.
- (E) **Stage Manager.** The term "Stage Manager" shall refer to and include any persons engaged on an Equity contract performing the customary duties of "Stage Manager" or "Assistant Stage Manager." (See Rule 57, STAGE MANAGERS AND ASSISTANT STAGE MANAGERS.)
- (F) **Opening.** "Opening" shall be defined as the first paid public performance.
- (G) **Opening Week.** The term "Opening Week" shall mean the workweek that contains the first paid public performance.
- (H) **Out-of-Town Actor.** The term "out-of-town Actor" shall be defined as an Actor residing more than 50 miles actual driving distance from the theatre no matter where the Actor auditioned or was engaged. Such residence address shall conform to that registered with Equity.
- (I) **Production Contract.** Wherever the term "Production Contract" or "Standard Minimum Contract" is used in these rules, it is understood to refer to the contract covered by the Agreement and Rules Governing Employment Under the Equity-League Production Contract. Where the term "Production Minimum" or "Standard Production Minimum" is used, it

is understood to refer to the applicable minimum salary in the Agreement and Rules Governing Employment Under the Equity-League Production Contract.

- (J) **Pro Rata Portion of Contractual Salary.** The pro rata portion of contractual salary shall be determined by dividing the contractual salary by the number of performances permitted in the workweek, for the applicable category, as specified in the Minimum Compensation Table and Rule 52, SALARIES. (For example, in Category 1, the contractual salary would be divided by four, the maximum allowable number of performances, or the number of days during rehearsal. See Rule 52(F), SALARIES)
- (K) **Weekly or Contractual Salary.** Weekly or contractual salary shall be defined as all compensation received by the Actor that is subject to federal, state and local withholding taxes.
- (L) **Workweek.** The "Workweek" shall be Monday through Sunday. No other workweek shall be used for computing days off, pay period, and so forth.

## **20. DEPUTIES**

- (A) Deputies shall be required in each company. Whenever a Chorus Actor is employed, there shall be a Deputy for Chorus singers and dancers, in addition to a Deputy for Principal Actors. Deputies shall have the obligation to report to Equity any non-compliance with the provisions of this Agreement.
- (B) Deputies shall be elected from among the Actors of the company and function at all times in each company. The Deputy shall be elected within the first two days of rehearsal. A rehearsal may be extended no more than 15 minutes to compensate for the time used for the election. In the event the Deputy leaves the company for whatever reason, an election to replace the Deputy shall be held immediately. After any Deputy election, the appropriate Equity office shall be immediately notified of the results of said election by the newly elected Deputy.

## **21. DISCRIMINATION FOR UNION ACTIVITY**

- (A) The Producer shall not dismiss or otherwise penalize any Actor for fulfilling the Actor's duties or obligations as a Deputy or as a member of Equity.
- (B) In the event the employment of a Deputy is terminated for any reason whatsoever, the Producer shall furnish written reasons for such termination to both the Deputy and Equity at the time of dismissal.
- (C) Any Deputy or member who claims that the Producer has given notice or otherwise penalized the Deputy or the member of Equity for fulfilling duties either as a Deputy or as an Equity member may present the case to the Equity Regional Director who shall give the Producer an opportunity to be heard. If the Regional Director is satisfied that such activities are the real cause of dismissal or of any penalty, the Equity Regional Director may

permit the Actor's claim to be arbitrated, and shall have the right to determine the character and the amount of the claim to be submitted.

- (D) It is further agreed that, if upon arbitration the claim of the Deputy or member is sustained, the arbitrator shall have the right to impose a penalty, which penalty shall be at the discretion of the arbitrator, but shall not exceed the sum of \$1,000 or five weeks' salary, whichever sum is the greater. If the claim is sustained, the Deputy or the member shall also be reinstated with back pay from the date of dismissal to date of reinstatement.

## **22. DUTIES OF THE ACTOR**

- (A) No Actor shall be required to perform duties other than those for which the Actor is properly contracted under an Equity contract.
- (B) The Actor shall:
- (1) Be prompt at rehearsals and all other official calls;
  - (2) Appear at the theatre no later than one-half hour prior to the performance;
  - (3) Pay strict regard to makeup and dress;
  - (4) Conform to the language of the script;
  - (5) Perform the Actor's services as reasonably directed, to the best of the Actor's ability;
  - (6) Properly care for the Actor's costume and props;
  - (7) Respect the physical property of the production and the Producer;
  - (8) Refrain from using or being under the influence of alcoholic beverages and illegal drugs during rehearsals, half-hour and performances and/or while traveling in the company vehicle;
  - (9) Abide by all reasonable rules and regulations of the Producer not in conflict with Equity Rules (See Rule 49(C), REPLACEMENT OF ACTOR); and
  - (10) Abide by all rules and regulations of Equity and not alter, omit, or change them in any way.

## **23. EQUAL EMPLOYMENT OPPORTUNITY – NON-TRADITIONAL CASTING**

- (A) The parties hereto affirm their commitment to a policy of equal employment opportunity designed to promote a positive model of diversity and the elimination of discrimination in theatre. Consistent with the foregoing, it is the intention of the parties that the casting of plays and the hiring of Stage Managers be conducted in such a manner as to provide equal employment opportunities to Actors of all ethnicities (including, but not limited to, African-American, Asian/Asian-Pacific American, Hispanic-American, Native American, multicultural), women, seniors, and Actors

with disabilities.

Unless otherwise textually indicated, all parts/roles shall be open to all Actors without prejudice. This shall be evident in all casting notices, calls and cast breakdowns in order to insure full participation in the casting process.

**(B) Nondiscrimination**

- (1) The Producer shall not practice discrimination against any Actor on the basis of race, color, creed, national origin, gender, sexual orientation, political persuasion or belief, age or disability of such Actor.
- (2) The Actor shall not be required to perform in any theatre or other place of performance where discrimination on the basis of race, color, creed, national origin, gender, sexual orientation, political persuasion or belief, age or disability is practiced against any Actor or against any patron as to admission to or seating in such theatre or other place of performance.

**(C) Non-Traditional Casting.** The parties hereto affirm their commitment to an inclusive casting policy known as non-traditional casting. Non-traditional casting is for the purpose of increasing employment for ethnic minorities, female, seniors, and performers with disabilities and is for the casting of such performers in roles where race, age, ethnicity, gender or the presence of a disability is not germane to either the play or the character's development.

- (1) In furtherance of this goal, the Producer agrees to make a determination of non-traditional casting opportunities, taking into consideration any suggestions made by Equity, and to identify for use in all published casting notices and in the Producer's announcements to agents and casting directors roles available for non-traditional casting and to actively solicit the participation of ethnic minorities, females, seniors and performers with disabilities.
- (2) The foregoing constitutes an expression by the Producer of his desire to encourage and promote inclusive employment practices.
- (3) The Producer agrees to encourage all directors, choreographers and casting consultants in the Producer's employ to select in accordance with the policy outlined in this rule. Furthermore, the Producer will attach a statement of this non-traditional casting policy to his contracts with directors, choreographers and casting consultants.

**(D) Performers with Disabilities**

- (1) When a role to be cast depicts a person with a specific disability, the Producer shall include this information in the casting specifications and, at the same time, shall notify Equity of such specifications so that performers with similar disabilities shall be informed and given the opportunity to audition for the role.

- (2) When the Producer holds auditions in premises which are not architecturally accessible for performers with disabilities, the Producer will, upon notification by Equity or a performer with a disability who wishes to attend the auditions, arrange for appropriate audition facilities that accommodate performers with disabilities.
  - (3) When a deaf performer is sought, the Producer shall provide a qualified interpreter for the deaf (one qualified or certified in sign language or oral interpretation) during the audition.
  - (4) All audition material provided by the Producer shall be made available, upon request, to blind and visually impaired performers, at a place to be designated by the Producer, at least 48 hours in advance of the audition.
- (E) **Records.** The Producer will maintain, for each production, records of ethnic minorities, women, senior and performers with disabilities auditioned, interviewed, hired and/or replaced and will forward such records to Equity within 30 days of the final performance of the season. Equity will provide the applicable form. The Producer may provide a form upon which performers who appear at the audition may designate, at their option, ethnic background/origin and/or gender.

## **24.EQUITY SPECIAL PROVISIONS**

- (A) Equity may represent Actors in any dispute which may arise with the Producer, and Equity may, at all times, represent Actors in relation to any matter arising under any employment agreement, and when any act or request or consent of any such Actor is provided for in such agreement, the request, consent, or approval of Equity shall, for all purposes, be deemed the consent, request, approval or act of the Actors.
- (B) **Meetings.** The Producer shall not require the services of the Actor for rehearsals at any time when an official Equity membership meeting is being held within 50 miles of the theatre where the Actor is rehearsing or performing, except in cases where dress rehearsals are being held or rehearsals on opening date provided Equity has notified the Producer of the meeting at least two weeks in advance. Time off for this purpose shall not be counted as a part of that day's rehearsal.
- (C) **Special Power**
  - (1) Whenever it is provided in any employment contract that any act or thing may be done by an Actor at the option of or with the consent of or at the request of Equity, or on the demand of or with the consent of such Actor, Equity, representing the Actor, has and is given the authority to act for and in place of the Actor and to assert the Actor's position or make the Actor's request or demand as the case may be, with all of the power and authority of the Actor, without liability to itself.



- (2) In all cases where, by virtue of any employment contract, the consent or approval of Equity is required, the Association has and reserves full discretionary power in giving its consent to change, modify or limit rights of any Actor under that Actor's contract, said action to be taken on behalf of the Association in writing by the President, the Executive Director, or one of the Equity executives authorized to act.
- (D) **Oral and Written Interpretations.** Oral or telephone rulings made by Equity are not binding upon the Association or, except with its consent, upon its members. Written rulings or interpretations of the employment contract or this Agreement must be either approved or given by the President, the Executive Director, or one of the Equity executives authorized to act, and shall be binding upon the Association only when said person acts within the powers delegated to him by the Equity Council.
- (E) Should there be any conflict between any Rules or any basis for more than one interpretation as to the meaning of any of them, Equity shall have the right to determine the correct interpretation or resolve the conflict, and its decision shall be binding upon Actors.
- (F) Duly authorized representatives of Equity shall have free access to all work areas and housing and to all Actors at all times, inclusive of rehearsals and performances.
- (G) **Determination of Classification.** Equity has the sole right to determine whether an individual is correctly classified as a Principal Actor, Chorus, Stage Manager, or Assistant Stage Manager, and the Producer agrees that Equity's determination shall be final.

## **25. FINANCIAL DISCLOSURE**

The Producer shall submit financial information, that is, budgets, grant information, proposals, financial statement, and so forth, to Equity no later than 60 days prior to the opening of the Theatre's season or production and each year thereafter. Equity reserves the right to renegotiate the use of this Agreement for any production, season or portion thereof, at its discretion, based on evidence of a significant shift in the fiscal status of the Theatre or Producer and/or corporate structure of the Theatre or Producer or any change in the Theatre's physical plant. Equity further reserves the right to review the use and/or renewal of this Agreement each year.

## **26. HEALTH PLAN**

The Producer shall transmit to the Equity-League Health Trust Fund the following sum, inclusive of Supplemental Workers' Compensation Insurance payments (see Rule 29(B), INJURY AND WORKERS' COMPENSATION INSURANCE), per week per Actor for each week or part thereof of the Actor's employment (rehearsal or performance):

	Effective 6/8/15 – 6/5/16	Effective 6/6/16 – 6/4/17
Categories 1 - 5	\$158.00	\$158.00
Categories 6 - 10	\$173.00	\$173.00

These monies shall be used to provide extended health insurance coverage for the Actor, including but not limited to, medical and hospital benefits, pursuant to eligibility requirements specified in the Fund Plan. The Producer agrees to be bound by the Agreement and Declaration of Trust establishing the aforesaid Equity-League Health Trust Fund, including all of its rules and regulations and any and all amendments and modifications thereto which may be adopted during the term of this Agreement.

## **27. HOUSING**

The following shall apply to all out-of-town Actors (see Rule 19(H), DEFINITIONS; see also Rule 61, TRANSPORTATION AND BAGGAGE):

- (A) When the Actor arrives at the station or the airport of the theatre's location by transportation specified by the Producer, the Producer shall provide timely transportation for the Actor to the Actor's lodging.
- (B) The Producer shall supply housing with full kitchen and bathroom facilities at no cost to the Actor. Each Actor shall be provided a single, private bedroom. There shall be access to a working telephone, at no installation cost to the Actor, within the housing facility. (If the Producer cannot provide such accommodations as outlined herein, a per diem shall be negotiated by Equity.) The Producer's obligation shall be limited to providing a choice of Equity-approved housing.
- (C) The Producer shall provide, at no cost to the Actor, Internet access in the Actor's housing, either via wireless or a portal (hook-up). When the Actor is housed in a hotel or other accommodations where Internet access is available for a fee, the Producer shall reimburse the Actor for the expense of Internet access for so long as the Actor is housed in such hotel or other accommodations.
- (D) In order to facilitate the Actor's planning, the Producer will provide the Actor, no later than one week prior to his/her arrival, with a description of the housing, including furnishings and appliances, that will be available, as well as whether the housing will be shared with the opposite gender.
- (E) The following shall be the minimum furnishings supplied in each Actor's housing: bed and mattress in good condition; nightstand; reading lamp; armchair or sofa; table and chairs; lamp; dresser; mirror; hangers; linens/towels; pillows; blankets; wastebasket; radio alarm clock; and television and cable, where available and necessary for adequate reception. In multi-bedroom units or dormitories, the television and armchairs or sofa may be provided in the common area. The Producer shall make available irons and ironing boards.

- (F) The following shall be the minimum kitchen equipment supplied in each Actor's housing: pots and pans with lids; cooking utensils; silverware for four; not less than four plates; cups and glasses; can opener; kitchen knives; and colander. Where housekeeping is not provided, a broom and dustpan, as well as a mop and pail, shall be furnished. If the housing contains a microwave oven, microwave-safe accessories shall be furnished.
- (G) The Producer shall provide an initial set-up of the following items in the Actor's housing prior to Actor's arrival: toilet paper; paper towels; hand soap; dish soap; salt and pepper; sugar; coffee; tea; garbage bags; and sponge.
- (H) If housing is shared, there shall be at least one full bathroom complete with shower per three Actors housed in the accommodations.
- (I) The Producer warrants and guarantees that the living accommodations secured for the Actor shall be clean, safe and sanitary.
- (J) The Producer is obligated to secure living accommodations for the Actor and is not responsible for securing accommodations for the Actor's family or pets.
- (K) Neither the Actor's room number, address or phone number shall be given out by the Theatre's business or box office, except to an authorized Equity representative, unless authorized to do so by the Actor. The Producer shall promptly relay phone calls of an emergency nature to the Actor.
- (L) In all cases where there is no available public transportation and no available suitable and moderately priced public dining and/or suitable living accommodations within ¼ mile by normal transportation route to the theatre, the Producer shall, at the Producer's own expense, furnish roundtrip transportation (including gas) to the Actor for all performances, rehearsals, and/or meals as the case may require in accordance with a pre-arranged schedule.
  - (1) This transportation shall be furnished in such manner that the Actor shall arrive at the theatre not later than one-half hour prior to the beginning of each performance, and promptly for each rehearsal, and shall be available to return the Actor to his living quarters no later than ½ hour after each performance and promptly after each rehearsal. Public transportation shall not mean public conveyances for private hire such as taxis.
  - (2) When the Stage Manager is required by the Producer or the Producer's representative to be at the theatre at times when the Actor is not so required, the Producer shall provide separate transportation, including gas, for the Stage Manager to meals and/or lodging.
  - (3) The Producer shall provide roundtrip transportation, including gas, once a week at posted times to an area of diversified shopping, including a bona fide supermarket, drugstore, and laundromat, if

such facilities are further than ¼ mile from the Actor's lodging.

- (4) When suitable accommodations are available within two miles by normal transportation route, but the Actor elects to go beyond that area, then the Producer shall not be obligated to furnish such transportation.
- (M) **Local Transportation.** All transportation provided by the Producer to the Actor shall be in a company car which shall be covered by \$500,000/\$1,000,000 liability, operated by a properly licensed driver, and shall conform with all laws of the city and state in which the vehicle is registered and each Actor shall be provided with his own seat in the car. The car shall be in good repair with functioning heating and ventilating facilities and shall be equipped with functioning modern safety devices.

## **28. ILLNESS AND SICK LEAVE**

- (A) **Sick Leave.** Commencing with the first day of employment, the Actor shall be entitled to sick leave at the rate of one day for each four weeks of employment up to maximum of 10 days every 12 months of employment. Sick leave shall be credited at the beginning of each four week period. If an Actor's salary has been reduced as a result of illness before sick leave has accrued, when the Actor earns sick leave the Actor shall be reimbursed an amount equivalent to the deduction. Sick leave, however, shall not be added to nor be consecutive with the Actor's vacation without written consent of the Producer. The Producer may require reasonable proof of illness.
- (B) **Salary Payment.** Subject to Paragraph (A) above, if the Actor cannot perform duties on account of illness, injury (other than an injury as specified in Rule 29, INJURY AND WORKERS' COMPENSATION INSURANCE) or any other valid medical reason, then the Actor shall not be entitled to any salary for the time during which the Actor, for such reason or reasons, cannot perform. Should the foregoing condition continue for a period of seven consecutive days or more, either party may immediately terminate the contract with permission of Equity, and the Producer shall pay the Actor for all services to date.
- (C) **Replacement.** A nonprofessional understudy may replace an ill or injured Actor for not more than two consecutive weeks.
- (D) Sick leave may be used as bereavement leave.

## **29. INJURY AND WORKERS' COMPENSATION INSURANCE**

- (A) **Workers' Compensation Insurance.** The Producer shall obtain and maintain Workers' Compensation insurance coverage for all Actors.
- (B) **Supplemental Workers' Compensation Insurance.** The Producer shall provide insurance supplementing worker's compensation disability benefits through a policy administered by the Equity-League Health Trust

Fund, the cost of which shall be included in the weekly health contribution rate. This supplemental workers' compensation may be payable, in addition to workers' compensation, for injuries received during the course of employment. A schedule of these benefits may be obtained from the Equity-League Health Fund Office.

### **30. INTERVIEWS AND PERSONAL APPEARANCES**

- (A) The Producer shall furnish expense money to the Actor for all reasonable personal expenses incurred in connection with personal and publicity appearances initiated by the Producer.
- (B) Equity shall set no limit on the number and length of personal appearances, newspaper, radio, and/or TV interviews arranged by the Producer, except as specified herein. An Actor may not be required to be available for personal appearances and/or interviews except within the allowable rehearsal and/or performance hours. Any personal appearances/interviews falling outside the allowable rehearsal and/or performance hours shall be with the Actor's consent and at his convenience and the Actor shall have the right to limit the number and time devoted to such appearances and interviews. Personal appearances and interviews may not include performing material from the production without compensation as set forth in Paragraph (D) below.
- (C) An Actor may not be requested to be available on the Actor's day off or on a two-performance day except with the permission of Equity. An Actor shall be given no less than 48 hours' notice of all personal appearances and/or interviews scheduled outside of normal rehearsal hours. An Actor shall be given no less than 24 hours' notice of all personal appearances and/or interviews scheduled during normal rehearsal hours. Any time taken for personal appearances, newspaper, radio, and/or TV interviews (including transportation to and from the interview site) may not infringe upon the 12-hour rest period without incurring overtime.
- (D) **Performance Required**
  - (1) **For Television and Radio.** When an Actor is required by the Producer (or the Producer's representative) to perform at a personal appearance and when the personal appearance comes under the jurisdiction of AFTRA, the Producer and Actor agree to meet all the requirements of AFTRA. The Stage Manager may be excused by the Producer from having to attend personal appearances; however when a Stage Manager is required to do any work at a personal appearance which comes under the jurisdiction of AFTRA, then the Stage Manager shall be paid no less than the applicable AFTRA minimum for a Principal (on camera).
  - (2) **At a Live Appearance.** An Actor required by the Producer or the Producer's duly authorized representative to perform at a personal

appearance shall be paid a minimum of 1/7 of contractual salary for each such performance.

### **31. LAWS GOVERNING**

- (A) All contracts of employment shall be subject to, be construed by, and all the rights of the parties thereto shall be determined, by the laws of the applicable state, except as otherwise may be provided.
- (B) If there are any valid provisions of law applicable to a contract of employment which are in conflict herewith, the provisions of the contract which conflict therewith shall be deemed modified to conform with the provisions of such applicable laws.
- (C) Rule 27, HOUSING shall be deemed binding and shall remain in full force and effect, notwithstanding any state, local, or municipal ordinance to the contrary.
- (D) If any provision of this Agreement shall be held invalid or unlawful by any tribunal of competent jurisdiction, the remaining provisions shall not be affected thereby, but shall remain severally valid, binding, and in full force and effect.

### **32. MEDIA: RECORDING & BROADCAST**

- (A) Except as provided below, there shall be no televising, broadcasting, visual and/or sound recording, cast album recording, motion picture filming, videotaping, other mechanical, electronic, or evolving digital means or other substantially similar current and evolving methods of recording (hereinafter "Recording") in whole or in part, of any production, including rehearsals, in which Actors are employed under the terms of this Agreement without the express permission of Equity and under terms and conditions established by it. This prohibition shall be in effect from the beginning of employment until 16 weeks after the production has closed.

Recordings may not be used for note sessions with Actors, as a replacement for rehearsals, or to discipline Actors.

- (B) **Recording for News and Community Affairs Telecasts.** Subject to the conditions listed herein, a Recording may be made of the production for use on a TV newscast review of the production, or a feature story on the production contained within a TV news program, local public affairs program or magazine format programs.

- (1) **During a Rehearsal**

- (a) Recording sessions shall not exceed one-half hour of the regularly scheduled rehearsal.
  - (b) The Stage Manager shall file a report with Equity giving the time utilized for the Recording session. The Deputy shall initial said report.

- (c) Up to three Recording sessions may be scheduled and all stations shall do their Recording during those three sessions.
  - (d) The Producer shall give the cast as much notice of Recording as possible but in no event less than 24 hours' notice.
  - (e) If the time of Recording is changed, the Producer shall notify the cast of such change and of the rescheduled time.
- (2) **At a Performance**
- (a) Recording may be for only 30 minutes of footage.
  - (b) If possible, the cast shall be given 24 hours' notice.
  - (c) When cameras are going to Record, the cast shall be given notice at the half-hour call.
  - (d) No additional or altered lighting may be used. It is intended that in permitting such Recording, neither the Actor nor the audience shall be disturbed in any manner.
- (3) **Additional Footage**
- (a) The Producer may Record interviews, backstage footage and other non-rehearsal/non-performance footage (together, "Additional Footage"), which must be voluntary.
  - (b) The Producer's intent is to show the Actors in the best possible light.
  - (c) The Actor's written permission is required at the time of Recording for costume fittings/changes and warm-ups. There may be no capture of nudity.
  - (d) There is no time limit on the Recording or use of Additional Footage.
- (4) **Provisions Applicable to Performance and Rehearsal**
- (a) No more than three minutes of any Recorded portion of the performance or rehearsal shall be shown on the TV news broadcast or community affairs program nor may the edited footage shown depict an entire scene or musical number.
  - (b) No payment shall be required provided no payments are made to any other personnel employed in the production.
  - (c) A Stage Manager under contract is required at every Recording.
  - (d) For any violation hereof other than violations of unauthorized subsequent use of the Recording, the Producer shall pay one week's contractual salary or Production Contract minimum, whichever is greater, to each Actor whose rights have been breached hereunder. Such payments shall not

preclude any right in law or equity, civil or criminal, that arises under a breach of this Rule, which the Actor or Equity has against the Producer or any third party.

- (C) **Advance News Rule Recording.** The Producer may Record Advance News Rule footage, provided that Producer adheres strictly to all the terms and conditions of (B) above, in order to be able to supply footage to television stations which cannot, for whatever reason, supply their own crews to take such footage. The Producer will advise all media to whom the footage is supplied of the terms and conditions outlined in this Agreement under which the airing of such footage is governed. The Producer will be limited to one such Recording per production and remains liable for any claims resulting from any misuse of such footage.
- (D) **Reproduction for Non-Broadcast Public Relations, Fundraising, Marketing, or Civic Promotion, and Grant, Award, or Prize Applications.** In a not-for-profit theatre only, a recording maybe be made for use by the Producer in non-broadcast public relations, fundraising, marketing, or civic promotion programs and grant, award, or prize applications under the following terms and conditions:
- (1) All Recording must occur in accordance with (B) above.
  - (2) The Producer shall receive no compensation for the exhibition of any Recording produced under the terms of this provision.
  - (3) The Producer shall provide Equity with the opportunity to view the completed Recording.
  - (4) The Producer shall maintain control and ownership of all Recordings and shall ensure that it is used for no commercial purpose whatsoever.
  - (5) The finished Recording produced under the terms of this provision may include no more than a total of 10 minutes of footage from a production. For fundraising, and grant, award, or prize applications, the finished Recording may contain up to 15 minutes of a production, but in no case more than 25% of the production. Such edited footage may depict an entire scene or musical number. If the Recording is to be used for civic promotion programs or for showing at point of purchase location (that is, video monitors near a box office), the Recording shall be no more than three minutes in length.
  - (6) The provisions of this section are not intended to allow Recording for the creation of television commercials or Public Service Announcements and these Recordings may not be used in such commercials.
  - (7) The Producer may retain and use Recordings made under this Rule for as long as the Theatre operates under the SPT Agreement, after which the Recordings shall be delivered to Equity to be destroyed.



- (8) For any violation hereof, the Producer shall pay one week's contractual salary or Production Contract minimum, whichever is greater, to each Actor whose rights have been breached hereunder. Such payments shall not preclude any right in law or equity, civil or criminal, that arises under a breach of this Rule, which the Actor or Equity has against the Producer or any third party.
- (E) **TV or Radio Spot Commercials.** The Actor may make a TV or radio spot commercial of one minute or less in duration promoting the theatre or production, if no less than the applicable SAG or AFTRA minimum is paid to the Actors. If a TV commercial is made from still photographs of persons in the cast, each Actor contained within the photograph, whether recognizable or not, shall receive no less than the applicable SAG or AFTRA minimum. When a Stage Manager and/or Dance Captain is required to do any work in connection with a TV or radio commercial, the Producer shall pay no less than the applicable SAG or AFTRA minimum of a Principal (on camera) to the Stage Manager(s) and/or Dance Captain.
- (F) **Cast Album.** The Producer agrees that any Actor who sings or verbalizes in any number in the production which is included in the Recording session of the cast album and the Stage Manager shall be employed on the appropriate AFTRA contract for the Recording of all or part of that production. The Actor shall receive no less than the required AFTRA payment for making the cast album. In no event, however, shall the Actor receive less than one week's contractual salary per day or part thereof so employed or the prevailing Tier 10, Actor salary minimum, whichever is greater. Should there be a cast album made under this Agreement and should the Producer have some financial interest and/or control in a subsequent Equity production that occurs within three years from the last performance under this Agreement, the Producer shall pay the Actors who made the cast album under the SPT Agreement the difference, if any, between the compensation that would have been required for an Actor's participation in the cast album under the second contract and the compensation the Actor received for making the cast album or part thereof under SPT.
- (G) **Archival Recording.** An archival Recording of the production may be permitted with the express written permission of Equity and under such terms and conditions as Equity may establish. The cast must be apprised of the archival Recording Rules in writing 48 hours in advance of a vote on the Archival Recording.
- (H) **Websites.** Up to a total of five minutes of rehearsal and/or performance footage (which may depict an entire scene or musical number) may be used on websites of the Theatre or the individual production, including pages on non-embeddable third-party hosting sites, e.g., Facebook. Use of rehearsal and/or performance footage on any other website shall require Equity's written permission. This does not preclude the Theatre from being linked on other websites.

- (I) For any unauthorized use of any Recorded material, the Producer shall pay no less than the applicable SAG or AFTRA minimum for that type of usage plus two weeks' contractual salary, or Production Contract minimum, whichever is greater, to each Actor whose rights have been breached hereunder.
- (J) **Use of Footage After Expiration Date of Contract.** Any footage produced under this Rule shall continue to be governed by the terms of this Agreement without regard to the expiration of this Agreement and without regard to the amendment of this Agreement except to the extent that such amendment shall so provide.

### **33. MILITARY SERVICE**

If the Actor is called to report for military service, the Actor may terminate the Actor's contract by giving the Producer as much notice as the circumstances shall permit, and the Producer shall pay the Actor's applicable return fare. The Actor shall not be obligated for the payment of the fare of the Actor's successor.

### **34. MORE REMUNERATIVE EMPLOYMENT (MRE)**

This Rule 34 (MORE REMUNERATIVE EMPLOYMENT (MRE)) shall not apply if the Actor is receiving a salary commensurate with, or greater than, the prevailing minimum salary set forth in The Agreement and Rules Governing Employment under the Resident Theatre Agreement (LORT), Category "D."

- (A) The Actor shall be entitled to an unpaid leave of absence in order to accept more remunerative employment in the entertainment industry, including but not limited to any work within the jurisdiction of any of the 4As Unions or other theatrical guilds, print work or modeling or non-star one-person shows. Such absence shall not constitute grounds for dismissal or any other disciplinary action.
  - (1) **Short-Term More Remunerative Employment.** For an absence requiring the Actor to miss one to three days of rehearsal or performance, the Actor shall give written notice to the Producer or the Producer's duly authorized representative no later than 48 hours prior to the first missed rehearsal or performance. For an absence of four to seven days, the Actor shall give 72 hours' written notice as indicated above. The Actor shall send a copy of the notice to Equity.
  - (2) **Long-Term More Remunerative Employment.** For an absence requiring the Actor to miss eight to 14 days of rehearsal or performance, the Actor shall give written notice to the Producer or the Producer's duly authorized representative no later than seven days prior to the first missed rehearsal or performance. The Actor shall send a copy of the notice to Equity.
- (B) The Actor shall not be excused for more remunerative employment during the six days prior to the first public performance and for two days following

the first public performance.

- (C) Should the Actor's absence due to more remunerative employment extend beyond two weeks, the Actor's contract may be terminated by the Producer without further financial obligation, by giving the Actor written notice to be effective immediately, provided the Actor has been compensated for all services rendered to date.
- (D) The Actor shall provide the Stage Manager with a written schedule of all such work where unexpected delays might cause the Actor to be late for or miss a rehearsal or performance. Further, the Actor shall inform the Stage Manager and the Producer immediately in the event that such potential conflict shall in fact cause absence. The Producer shall provide an understudy for the Actor (see Rule 62, UNDERSTUDIES) to cover any performance at which the Actor may be unable to perform because of a more remunerative employment commitment that may prevent the Actor from making the half-hour call. Any loss of performance due to the failure of the Producer to engage, employ or prepare an understudy shall be the sole liability of the Producer regardless of the reason that causes any Actor's absence.
- (E) The Actor who returns from more remunerative employment leave may rehearse or perform at the Producer's discretion.
- (F) A nonprofessional replacement or understudy may not substitute for an Actor for a period longer than two weeks without benefit of an Equity contract.
- (G) The Producer may deduct the appropriate pro rata portion (see Rule 19(J), DEFINITIONS) of the Actor's contractual salary for each rehearsal day or performance missed as a result of notice given under this Rule.
- (H) If requested, the Actor shall furnish proof of the more remunerative employment.
- (I) If notice of termination in accordance with all provisions of Rule 59, TERMINATION (See also Rule 28, ILLNESS AND SICK LEAVE), is given during or before a leave of absence, the leave shall be calculated as part of the notice period.

### **35. MUSICALS**

Before a musical is scheduled, and prior to auditions, the Producer shall contact Equity for specific musical rules, including, but not limited to, all Chorus provisions and requirements. (See Rule 12, CHORUS)

### **36. NO LOCKOUTS OR STRIKES**

- (A) Notwithstanding any other provisions contained in this Agreement to the contrary, no Actor shall be subject to discharge, discipline, or replacement by the Producer:

- (1) For refusal to cross a picket line or enter upon the picketed premises if employees of the Producer other than those covered by this Agreement are on strike or are picketing the Producer; or
  - (2) For refusal to cross a picket line or enter upon the premises of an employer other than the Producer if the employees of such employer are engaged in a strike ratified by a representative of such employees, which such employer is required by law to recognize; provided, however, that in either instance, such strike or picketing must enjoy the sanction of and be ratified by the relevant parent national or international union and provided further that the Council of Equity endorses and supports the strike or picketing and directs its members to honor such picketing or strike, and further provided that the strike or picketing is not in violation of law.
- (B) The Producer shall not lockout any of the Actors, and neither the Actors nor Equity shall call, sanction, or participate in a strike during the period of this Agreement except as provided above. In no event shall any Actor be required to perform, or to enter the theatre for such purpose, if such performance or entrance would endanger the Actor's safety.
  - (C) Should a strike by the Actors occur during the period of this Agreement, Equity shall be deemed not to have violated the terms of this Rule if Equity refrains from assisting, encouraging, or condoning and in good faith takes every reasonable means to terminate the strike at once, and in addition thereto, promptly declares publicly that the strike is unauthorized and directs the Actors to cease such conduct.
  - (D) The provisions of this Rule shall not be deemed to effect the express rights of Equity or the Actor under Rule 9, BREACHES BY PRODUCER, Rule 18, DEFAULTING EMPLOYERS, or Rule 43, PRODUCTION PROSECUTED.

### **37. NONDISCRIMINATION**

- (A) The Producer shall not practice discrimination against any Actor on the basis of race, color, creed, national origin, gender, sexual orientation, political persuasion or belief, age or disability of such Actor.
- (B) The Actor shall not be required to perform in any theatre or other place of performance where discrimination on the basis of race, color, creed, national origin, gender, sexual orientation, political persuasion or belief, age or disability is practiced against any Actor or against any patron as to admission to or seating in such theatre or other place of performance.

### **38. NONPROFESSIONALS**

- (A) The use of nonprofessionals shall be negotiated between the Producer and Equity.
- (B) If the employment of nonprofessionals is permitted, the Producer agrees

to provide Equity with a list of all cast members' names and social security numbers no later than the end of the first week of rehearsals. For each nonprofessional engaged in the production, the Producer shall submit to Equity a Nonprofessional Registration Form, provided by Equity, no later than one week after Equity notifies the Producer of the appropriate required form. Participation by a Theatre in the Equity Membership Candidate Program shall be at Equity's sole discretion.

### **39. NUDITY**

Nudity shall not be permitted in any audition, rehearsal or performance without prior consent of Equity and only under the below-listed terms and conditions.

#### **(A) Interviews/Auditions**

- (1) SEX ACTS SHALL NOT BE PERMITTED.
- (2) Nudity shall not be permitted at Principal Interviews.
- (3) Nudity at Auditions (Principal and/or Chorus Auditions) shall not be permitted except with the express written permission of Equity and shall be subject to the following guidelines:
  - (a) The Actor shall not disrobe, in whole or in part, until after the Actor has been auditioned as a Principal Actor or Chorus Singer and/or Chorus Dancer; and,
  - (b) A Stage Manager or an official Equity representative shall be present at the audition (see Rule 57(C), STAGE MANAGERS AND ASSISTANT STAGE MANAGERS); and,
  - (c) The direct professional and artistic capacity of all persons present (that is, the Producer, director, choreographer) at the audition shall be attested to by the Producer in writing to Equity at the time the written permission is requested.

#### **(B) Rehearsals/Performances**

- (1) SEX ACTS DURING REHEARSAL OR PERFORMANCE SHALL NOT BE PERMITTED.
- (2) The Actor shall not appear nude or perform acts of a sexual nature in the course of a stage presentation unless the Actor has been advised and gives written consent by the time of the Actor's signing the contract. The script shall be submitted for review if the Actor so requests.
- (3) Actor shall not pose for nude photographs or appear nude for any motion picture filming, videotaping or other forms of visual recording without the Actor's prior written consent. The applicable consent form shall be provided by Equity.
- (4) Photographs in which any Actor appears nude or performs an act of a sexual nature shall not be used in any way without the prior written consent of each Actor appearing in the photograph, or copy

of the photograph, on a fully executed "Nude Photograph/Video Release" form. The Actor's written consent shall also appear on a copy of the photograph release. Such request to utilize the photograph shall specify the specific use for the photograph. The signed, released photograph and release form shall be filed with Equity. The Producer and the Actor shall keep duplicate records.

- (a) Prior to release or use of any film or videotape, video cassette, or any electronic or mechanical reproduction in which any Actor appears nude, each Actor appearing in the scene shall be given an opportunity to view the film or tape. Use or release shall not be permitted without the prior written consent of each Actor participating in a scene where any Actor appears nude, or performs acts of a sexual nature, on a fully executed Nude Photograph/Video Release form. The Producer shall file a copy of the fully executed release form for each Actor with Equity.
- (b) An authorized Equity representative shall be present at all such photographing, filming or videotaping.
- (5) The Actor shall not, while nude, mix with the audience or leave the stage, backstage or performance area. The Producer shall take all necessary measures to insure that no member of the audience shall be permitted to enter the stage, performance area or backstage while any Actor is nude.
- (6) Artist renderings of nude Actors shall not be permitted without the Actor's prior written consent.
- (C) If the Producer breaches any of the above provisions, the Producer shall be assessed damages of no less than two weeks' contractual salary for each violation of any of the provisions set forth above in Paragraphs (A) or (B) for each Actor involved.
- (D) The above provisions shall not preclude the Actor or Equity from instituting any civil action in addition to the damages set forth in this Rule.

#### **40. PENSION**

The Producer shall participate in the Equity-League Pension Trust Fund and shall make weekly contributions thereto in an amount equal to 8% of all gross salary payments made to the Actor. The Producer agrees to be bound by the Agreement and Declaration of Trust establishing the Equity-League Pension Trust Fund, including all its rules and regulations, and any and all amendments and modifications thereto which may be adopted by its Trustees during the term of this Agreement.

## 41. PERFORMANCES

- (A) **Schedule.** The regular performance schedule shall be made known to all Actors, by means of a rider to the contract, no later than the signing of the contract.
- (B) **Maximum Number of Performances.** Unless otherwise stated in the Producer's rider, the workweek shall consist of no more than the below-listed number of performances, performed in no more than six days.

Categories 1, 2 & 3: 4 performances  
Categories 4 & 5: 5 performances  
Categories 6 & 7: 6 performances  
Categories 8 & 9: 7 performances  
Category 10: 8 performances

There shall be no more than two performances on any one day and no more than five performances in any three consecutive days. (But see Rule 10(D), BREAKS AND REST PERIODS.) Except by written permission of Equity, all performance days within each week shall be consecutive. The Actor shall have a full day off in each workweek in addition to the standard 12-hour rest break.

- (C) **Length.** No performance shall last longer than 3½ hours, inclusive of half-hour and intermissions.
- (D) **Time.** On a single performance day the performance shall not last later than 11:30 PM.
- (E) **Half-Hour.** During "half-hour" the Actor shall be permitted to prepare for the performance without the distraction of non-company backstage visitors and without invasion for notes and/or rehearsal, except for last minute emergency replacement rehearsal. Each Actor shall receive an actual "half hour" regardless of the time of the Actor's call to places.
- (F) **Two-Performance Days.** The span of performances on a two-performance day shall not exceed 9½ hours, inclusive of half-hour on the first performance, intermissions, and break between performances, except that no more than once per week the span may be increased to 12 hours to allow for a student matinee. Any invasion of the 12-hour rest period shall be paid at double the overtime rate. Should there be less than two hours from curtain down to curtain up between performances, the Producer, at his own expense, shall provide the Actors with a meal at the theatre within 15 minutes of the conclusion of the first performance. The Actor shall have a choice of hot or cold balanced meal (including a vegetarian choice) including a choice of beverage. Should the Producer not provide a meal, the Producer shall pay a meal allowance of no less than \$10 to the Actor. The cast shall be notified 24 hours in advance that a meal shall not be provided. Twinight performances shall have not less than one hour between performances and shall not start earlier than 5:00 PM nor end later than 1:00 AM.

(G) **Notes**

- (1) A note session may be held after a performance provided that the director and/or choreographer who has called the session shall have seen a performance within 48 hours prior to the call and shall give the notes personally.
- (2) The note session shall be limited to one hour from curtain down and that hour shall be deducted from the allotted rehearsal time for the week.
- (3) Such note sessions may be held only on a one-performance day and only twice during the run of the play.
- (4) Personal Actor notes may not be openly posted on the callboard or sent to the Actor in a group email.
- (5) No oral or written notes may be given after the half-hour call. However, individual written notes may be distributed to the Actor's dressing table prior to half-hour.

(H) **Overtime.** Should the Actor be required to perform more than the hours set forth in this Rule, the Producer shall pay overtime at no less than the overtime rate listed in the Minimum Compensation Table, except that any time worked which invades the 12-hour rest break shall be paid at double the overtime rate.

(I) **Extra Performances.** One extra performance shall be paid for at no less than 1½ times the contractual pro rata performance rate. A second extra performance in the same workweek shall be paid for at double the contractual pro rata performance rate. Additional performances shall not be scheduled in more than two consecutive weeks. The cast shall be given at least one week's notice of intention to give an extra performance posted on the theatre callboard. However, no scheduling of an extra performance shall be permitted on the Actor's designated day off. The cast shall be given at least one week's notice to cancel an extra performance, unless the performance is a student matinee, in which case a 48-hour notice is required. Failure to give minimum notice of cancellation of an extra performance shall require the Producer to pay for the extra performance.

(J) **Substitute Performances.** A change in the performance schedule may be made only with the consent of Equity. The Actor shall have no less than one week's prior notice of the change in schedule and a rider to each Actor's contract, stating the change, shall be filed with Equity.

## 42. PHOTOGRAPHS

(A) In addition to the regular rehearsal time, one photo call not to exceed 1½ hours in length may be scheduled either immediately prior to or immediately after rehearsal. All photographs are to be used for the sole purpose of publicizing and advertising the production or theatre.



- (B) After the first public performance, company picture calls shall be limited to one call of not more than 1½ hour's duration within every six-week period.
  - (1) The time during which photographs may be taken shall not exceed 1½ hours and shall begin within 15 minutes following the end of the performance. The Producer shall provide refreshments for the company.
  - (2) These picture calls shall be not less than two weeks apart and shall take place immediately following a performance on a one-performance day, but not on the day immediately preceding the scheduled day off, nor on a day in which a 10 out of 12 hour rehearsal occurs.
- (C) Notice of all photo calls, including those during rehearsal hours, shall be given at least 24 hours in advance. For calls scheduled to follow a performance, a list of the sequence of photos shall be posted prior to half-hour call for that performance.
- (D) If the photographs are taken at a time other than specified above, each Actor (including Stage Managers) shall receive the pro rata portion of contractual salary for each such call. If the 1 ½ -hour time limit of any photo call is exceeded, each Actor (including Stage Managers) shall receive double the applicable overtime rate.
- (E) In all cases under the control of the Producer, in photographs of three or fewer Actors, each Actor's name shall be properly credited in the publicity whenever and wherever the photographs are used. If the Actor does not receive proper credit in photographs or publicity under the control of the Producer, Equity or the Actor shall notify the Producer in writing of improper credit. If such error is not corrected within one week of the Producer being notified, the Actor shall be paid the pro rata portion of contractual salary for each day thereafter that the error remains uncorrected, up to a maximum of one week's salary.
- (F) No Actor may be required to pose for nude photographs. (See Rule 39, NUDITY.)
- (G) The Producer must obtain the Actor's prior written authorization before the Actor's picture, name or likeness may be used in conjunction with a commercial product and said authorization shall specify the commercial product involved. A copy of the authorization shall be filed with Equity. If the Actor consents to the use of the Actor's picture, name or likeness as aforesaid, the Actor shall be paid not less than \$150 for such use. Actors called to a picture call for the purpose described above, whether the call is at the theatre or elsewhere, shall be paid not less than \$100 per hour for the call.
- (H) Photos which include Actors engaged under an Equity contract may not be used to publicize productions which are not under an Equity contract.

#### **43. PRODUCTION PROSECUTED**

- (A) Should the production in which the Actor is engaged be complained of as being in violation of any federal, state or local statute, ordinance, or law, and should a claim or charge, either civil or criminal, be made against the Actor on account of being engaged in such production, the Producer shall defend the Actor at the Producer's own expense, or shall pay any and all reasonable charges laid out or incurred by the Actor in the Producer's defense, and shall indemnify the Actor against any loss or damage which the Actor may suffer on account of being engaged in any such production.
- (B) It is specifically agreed and understood between the Actor and the Producer that the language, business and costuming of the play are under the control and direction of the Producer and author who, according to custom, can at any time eliminate or amend the scenes and lines, and that consequently the Actor has no certain method of knowing during rehearsals, whether in its final presentation the play is susceptible of being considered immoral or indecent. Therefore the Producer represents to the Actor that the play as produced shall not violate any law or give offense which is punishable by any law, and expressly agrees that should the Producer or the author be arrested or summoned on such charges, then, Equity consenting, the Actor may end and terminate the engagement forthwith. Upon such termination the Producer shall pay to the Actor forthwith all sums due under this Agreement plus one week's salary, as compensation for the termination of the engagement without notice, but in no event shall the Actor receive less than a total of two weeks' salary.
- (C) This Rule shall not apply to any case or any set of conditions where its enforcement would be illegal or against public policy. In the case of an arrest on account of the nature of the play or its production, the Producer shall forthwith furnish bail for the Actor; and, in the event of the Producer's failure to do so, or for any breach of this Rule, the Producer shall pay to the Actor (Equity consenting) the sum of \$2,500. After an arrest, the Actor may demand a suspension of performance pending a determination, and such suspension shall not terminate or otherwise affect the terms of the Agreement unless Equity shall otherwise order.

#### **44. PROGRAMS, HOUSE BOARDS, CHANGES IN CAST, AND BILLING**

- (A) **Program**
  - (1) A cast list shall be offered free of charge to every patron who enters the theatre at all performances. Such cast list shall contain the names of all Actors and their roles or functions.
  - (2) All Actors engaged under the terms of this Agreement, including Understudies, shall be listed on the title page or cast list page of the theatre's program with an asterisk (\*) beside their names. The asterisk shall refer to a note that shall read: "Member of Actors' Equity Association, the Union of Professional Actors and Stage Managers in the United States."

- (3) If biographical materials are printed in the program, the Producer shall also include the short biographical history of Actors' Equity Association that shall be provided by Equity.
  - (4) In the event the Actor's biographical material is printed in the program or souvenir program, the Actor shall have the right of approval of biographical material, which approval shall be in writing and not unreasonably withheld. Biographical material not disapproved within 48 hours of its submission to the Actor shall be considered approved.
  - (5) In the event that there are errors or omissions in the printed cast listing in the program, the Producer agrees that upon receipt of notice of an omission or error in such cast listing, the Producer shall, within 24 hours, place in the program a slip sheet correcting the omission or error, and shall also correct the omission or error in the next printing of the program, provided such notice is given at least 48 hours (including at least two business days) prior to the press deadline. Souvenir programs shall be corrected at the next printing.
  - (6) For each failure either to place a correction slip in the program as stated above, or to correct the program cast listing at the next printing after proper notice, the Producer shall pay the Actor involved an additional sum not less than the pro rata portion of contractual salary for each performance during which the omission or error continues.
- (B) **House Boards.** The Producer shall provide a house board, prominently displayed either outside the theatre or in the lobby, on which the names of all Actors and Stage Managers in the cast are listed in letters at least ½ inch high.
- (C) **Changes In Cast**
- (1) All changes in cast involving Actors, except as provided below, shall be made known as follows:

An announcement, which shall be at least eight by 10 inches in size, with the name of the part and the Actor in letters of at least one inch, shall be posted conspicuously and prominently at the entrance of the theatre where tickets of admission are collected, and either:

    - (a) An announcement of the change in cast shall be made from the stage or over the public address system immediately prior to the beginning of performance; or
    - (b) Such announcement shall be made in all programs and/or Playbills by the insertion of a printed slip.
  - (2) When an Actor leaves a cast, the Actor's name and/or likeness (in photographs portraying three or fewer cast members) shall be removed from all front-of-the-house boards and frames. The

removal shall be made prior to the first performance of the Actor's successor. The Producer shall also immediately remove the name and/or likeness of any Actor no longer in the cast from all other advertising and display media.

- (3) **Failure to Comply.** Should the Producer fail to comply with Paragraph (1), and/or (2) above, the Producer shall pay to the Actor currently performing and to the Actor whose name and/or likeness had not been removed an additional sum not less than the pro rata portion of contractual salary for each performance for which the Producer has not complied with this Rule.

(D) **Individual Billing**

- (1) All provisions pertaining to individual billing of the Actor shall be specific and shall be clearly set forth in the Actor's contract.
- (2) Whenever a breach of a billing clause contained in an Actor's individual contract is claimed, Equity, the Actor or the Deputy shall notify the Producer of the breach by letter or telegram. If the breach is not corrected within seven days of receipt of notification, the Producer shall pay to the Actor not less than the pro rata portion of contractual salary for each week the breach continues. If the breach involves billing in a magazine or similar publication, the Producer shall be notified at least seven or more days prior to the press deadline. If the breach involves billing in a newspaper, the time interval shall be 48 or more hours prior to the press deadline.

- (E) The Producer shall send a copy of the official program to the Equity office as soon as it is available, and whenever program or cast changes are made Equity shall be notified immediately.

**45. PROPERTY: REIMBURSEMENT TO ACTOR FOR LOSS OR DAMAGE**

- (A) The Producer shall reimburse the Actor for all loss and/or damage to the Actor's property, personal effects, and clothing (including that worn by the Actor) while such property is wholly or partly in the possession or control or under the supervision of the Producer, or under that of any of the Producer's representatives, or while said property is in any theatre, building or other place in which any audition, rehearsal or performance covered by this Agreement takes place; or when said property or personal effects has been in any way shipped, forwarded or stored by the Producer or any of the Producer's representatives or employees, up to a limit of \$2,000 for the Actor's personal effects and/or clothing; up to a limit of \$1,000 on the Actor's furs; up to a total limit of \$1,000 for the Actor's jewelry.
- (B) If the Producer provides facilities for safekeeping the Actor's personal valuables, jewelry, and/or cash not used in the production, while said articles are in any theatre or rehearsal space, the Producer shall be liable for loss and/or damage only if said personal valuables, jewelry and/or

cash are given to the Producer or the Producer's agent for safekeeping. In this regard, the Producer shall provide facilities for safekeeping of said articles, and to inform all Actors of same and of the necessity for using such facilities under the provisions of this rule by a written notice posted on the callboard.

- (C) The Producer shall be liable as provided above whether or not the act, fault or negligence of the Producer, the Producer's agents, or representatives caused or contributed to such loss or damage.
- (D) The Producer may meet the foregoing obligation by maintaining sufficient insurance coverage that shall provide the same protection as the Producer hereby assumes. Upon the direct payment of any loss or damage to the Actor by the Producer, the Producer or the Insurer shall be surrogated to all rights of the Actor to the extent of such payment.

#### **46.RECORDINGS USED IN PRODUCTION**

Recordings or mechanical or electronic reproductions of voices of Actors may not be used to supply or enhance dialogue, singing, chanting, or vocal effects unless the Producer shall first have obtained the written consent and permission of Equity, and shall comply with all such terms and conditions as Equity may prescribe.

However, a Principal Actor may record, film, or tape a portion of the role that the Actor performs on stage for use in the production if the Actor agrees in a rider to the Actor's contract. The record, film, or tape may be used only during the period in which the Actor is employed, except where the Actor voluntarily terminates his employment and where said Actor's voice is not identifiable. Said recording, film, or tape shall be made during regular rehearsal hours.

#### **47.REHEARSALS**

- (A) **Notice To Equity.** The Producer shall notify Equity of the hour, date and place of the first rehearsal at least seven days in advance of the rehearsal.
- (B) **Rehearsal Schedule.** The rehearsal schedule (that is, the time of day when rehearsals shall take place) shall be made known to each Actor, by means of a rider to the contract, no later than the signing of the contract. There shall be no less than 24 hours' notice of any change in rehearsal time. However, in Categories 1 through 5, any subsequent changes in said rehearsal times shall be solely at the convenience of and with the consent of the Actors involved. (See also (J)(4) below.)
- (C) **Equity Business.** Not less than 30 minutes shall be set aside on the first day of rehearsal to allow the cast to conduct Equity business, including the election of an Equity Deputy. This time shall not be counted as part of rehearsal hours. This time shall be exclusive, however, of time devoted to paperwork, including the filling out of I-9 and W-4 forms, and the conduct of any other business by the Producer.

- (D) **Beginning of Employment.** Employment and salary begins with the date when the Actor is first called. (See also Rule 14(N), CLOTHES AND MAKEUP.) If the Producer chooses to start with a reading of the play involving any part of the Company, said reading is a part of, and begins the rehearsal period for, those Actors. (See also Paragraph (K) below.)
- (E) The Producer shall provide a printed copy of the script to each Actor. The Producer may not require Actors to print or obtain their own copies of the script.
- (F) **Prior Work.** The Actor shall not be required to memorize a part and/or musical score prior to first rehearsal unless the Actor agrees in writing by means of a rider attached to the contract. The Actor shall receive no less than one week's contractual salary for such work.
- (G) Actors shall not be required to perform in front of an audience until they have had a technical rehearsal on the stage set. Such technical rehearsal shall include, but not be limited to, rehearsal on the set with such props, lighting effects, mechanical or pyrotechnic devices, weapons, and costumes necessary for the production. No understudy shall be required to perform until the understudy has had at least one rehearsal encompassing all blocking, music (with at least piano accompaniment), and all choreography including fight choreography (as applicable). Such rehearsal shall also include use of props, weapons, costumes, mechanical or pyrotechnic devices as deemed necessary.
- (H) **Rehearsal Hours Before First Public Performance**
  - (1) **Length and Span.** Rehearsals may be scheduled as follows:
    - (a) **Categories 1 through 4:** 5 out of 6½ hours per weekday, and 7 out of 8½ hours per weekend day or, by unanimous secret ballot vote, on a weekday; and
    - (b) **Categories 5 through 10:** 7 out of 8½ hours per day.
    - (c) For costume call hours, see Rule 14(O), CLOTHES AND MAKEUP.
    - (d) For photo call hours, see Rule 42(A), PHOTOGRAPHS.
    - (e) The Producer may utilize a six-hour rehearsal block in Categories 5 through 10, and, on weekends only, in Categories 1 through 4, provided the following conditions are met:
      - (i) There has been a unanimous secret ballot vote by the Actors;
      - (ii) The six-hour rehearsal block shall constitute the entire work schedule for the day;
      - (iii) The six-hour rehearsal block shall count as seven hours in tallying the work hours for the week;
      - (iv) The 1½ hour break need not be scheduled;

- (v) One of the required five or 10 minute breaks (see Rule 10(B), BREAKS AND REST PERIODS) shall be increased to 20 minutes;
  - (vi) The Actor shall receive no less than 24 hours' notice that the six-hour rehearsal block will be utilized; and
  - (vii) The Producer shall inform the Actor in a rider to his contract that the six-hour rehearsal block option may be used.
- (2) Any rehearsal over the daily limits above or weekly limits below shall be paid at the overtime rate as set forth in the Minimum Compensation Table. (See also (3) below.)
  - (a) Category 1: 22 hours (Actor);  
24 hours (Stage Manager)
  - (b) Category 2: 26 hours (Actor);  
30 hours (Stage Manager)
  - (c) Categories 3 & 4: 30 hours (Actor);  
34 hours (Stage Manager)
  - (d) Categories 5 & 6: 34 hours (Actor);  
38 hours (Stage Manager)
  - (e) Categories 7 & 8: 38 hours (Actor);  
42 hours (Stage Manager)
  - (f) Categories 9 & 10: 42 hours (Actor);  
46 hours (Stage Manager)
- (3) **Additional Rehearsal Time.** In Categories 1 through 6, in any rehearsal week, the Producer may purchase a single pack of five additional rehearsal hours at the regular hourly rehearsal rate to be scheduled throughout a single specified week in accordance with all rules governing required breaks, rest periods and length of the work day. To exercise this option, the Producer must so inform the Actor in a rider no later than at the time of original contract signing.
- (4) **Minimum Two Hour Call.** Any time the Actor is called to rehearse, the Actor shall be credited with two hours of rehearsal, except in the instance of a one-hour rehearsal immediately before half-hour (see Paragraph (J)(2)(e) below).

(I) **Rehearsal Hours - Week of First Public Performance**

- (1) During the seven days preceding the first public performance, provided that the workweek does not exceed the maximum weekly hours, as stated in the Minimum Compensation Table and in Rule 52 SALARIES, the schedule may include tech-dress rehearsal days

as follows:

- (a) **Categories 1 through 4:** one day of 10 out of 12 hours, or two days of 8 out of 10 hours; and
    - (b) **Categories 5 through 10:** two days of 10 out of 12 hours.
  - (2) In addition, during the week of the first public performance, the Producer may schedule rehearsals on one-performance days, provided the workweek does not exceed the maximum weekly hours as stated in (H)(1) above and that the workday does not exceed 7 out of 10 hours. (For purposes of this Rule, performances hours shall be considered actual running time including half-hour, but in no case less than 2½ hours.) All other provisions of Paragraph (H) above shall apply.
  - (3) **Notice of.** (See (B) above. See also (J)(4) below.)
- (J) **Rehearsal Hours After the Week of the First Public Performance**
- (1) Rehearsals after the week of the first public performance shall be limited to six hours per week for brush-up, replacement, and understudy rehearsals. Any rehearsal of new material after the press opening or two weeks following the first public performance, whichever comes first, shall require payment of overtime. Whenever new material is rehearsed, it shall be subject to and deducted from the allotted six hours noted above.
  - (2) **Scheduling**
    - (a) Rehearsals scheduled on a one-performance day shall be limited to five hours in duration.
    - (b) The span of time between the end of rehearsal and the beginning of performance (curtain up) shall be two hours. (See also (e) below.)
    - (c) No rehearsal may be scheduled on a two-performance day, except there may be up to two hours of rehearsal:
      - (i) In the event of an emergency put-in; or
      - (ii) With the unanimous secret ballot vote of the Cast.
      - (iii) See also (K)(3) below.
    - (d) Rehearsal on a non-performance day shall be governed by the applicable Category's rehearsal rules for weeks prior to the first public performance, except that rehearsal hours may not exceed the weekly limits prescribed in (1) above without the payment of overtime.
    - (e) A rehearsal of no more than one hour may be called no more than three times in any one week during the one hour preceding the half-hour call. Each such call shall be deducted from the weekly rehearsal hours set forth above in segments of no less than one hour. The Actor shall be



compensated at no less than the overtime rate if all the following conditions are not met:

- (i) This rehearsal shall be the only rehearsal call of the day, and may not be held on a two-performance day.
- (ii) Notice shall be given per Paragraph (4) below.
- (iii) A fight rehearsal (as required in Rule 56(A)(3), STAGE FIGHTING) shall take precedence for the individuals involved.
- (iv) No new materials may be rehearsed.
- (v) No more than five hours may elapse between this rehearsal call and curtain down.
- (f) Transportation for Actors involved in such rehearsal shall be provided in addition to the regularly scheduled pickups of Actors for the performance.
- (g) No rehearsal may be called on the Designated Day Off.
- (h) **Notes.** (See Rule 41(G), PERFORMANCES.)
- (3) **Musical Rehearsals.** The Producer shall provide appropriate musical rehearsal including an accompanist for Understudies and/or replacements at no expense to the Actor.
- (4) **Rehearsal Notice.** The Actor shall be notified no later than curtain down of the last performance each week of all upcoming brush-up, understudy and replacement rehearsals for the next week. (This shall not apply to emergency replacement rehearsals.) In all circumstances, the more remunerative short- and long-term clauses shall apply.
- (5) **Rehearsal Time Utilized.** If the Actor is called for a rehearsal that is designated to be of a specific time and duration, the Actor shall be credited with the total hours of the call regardless of whether the Actor is kept for the entire time period.
- (6) **Overtime.** Should the Actor rehearse more than the hours required by this Rule, the Producer shall pay overtime as set forth in the Minimum Compensation Table and in Rule 52, SALARIES.

(K) **Consecutive Productions** (See also Rule 52(B), SALARIES.)

An Actor or Stage Manager may be employed for consecutive productions, by means of a rider, for no less than the additional minimum overlap increment (see Minimum Compensation Table) for any week in which the Actor or Stage Manager rehearses in one production while performing in another. During overlap weeks, the below-listed conditions shall apply.

- (1) The workweek hours for Actors and Stage Managers shall not exceed the following limits without incurring overtime:
    - (a) Category 1: 22 (Actor); 32 (SM)
    - (b) Category 2: 26 (Actor); 38 (SM)
    - (c) Categories 3 & 4: 30 (Actor); 40 (SM)
    - (d) Categories 5 & 6: 34 (Actor); 48 (SM)
    - (e) Categories 7 & 8: 38 (Actor); 52 (SM)
    - (f) Categories 9 & 10: 42 (Actor); 56 (SM)
  - (2) Rehearsals shall be limited to five hours on a one-performance day.
  - (3) There shall be no rehearsal on a two-performance day, if only one such day is scheduled in the week. If the week contains more than one two-performance day, there may be two hours of rehearsal on one two-performance day during that week.
  - (4) There shall be a 1½ hour break between the end of rehearsal and the half-hour call for performance.
- (L) **Rehearsals Discontinued or Play Abandoned.** If a production is abandoned before or during rehearsals, the Producer shall pay the Actor two weeks' contractual salary plus compensation for all services rendered to date.

#### **48. REOPENING OF A PRODUCTION**

A production once closed shall not be reopened for rehearsal or performance within eight weeks of its closing, or reopen under any Equity contract, without the consent of Equity. Such consent, upon equitable terms and conditions, shall not be unreasonably withheld.

#### **49. REPLACEMENT OF ACTOR**

- (A) Except as noted in Rule 65(C), VACATIONS, Rule 28(A), ILLNESS AND SICK LEAVE, and Rule 34(A), MORE REMUNERATIVE EMPLOYMENT (MRE), an Actor shall be replaced with another Actor, whether the Producer or Actor gives notice.

The Actor's Replacement shall be contracted and called for a minimum of three days of rehearsal or training. For each such day, the Replacement Actor's rehearsal/training hours shall be governed by the appropriate Category's "Rehearsal Hours Before First Public Performance" (see Rule 47(G), REHEARSALS).

The above rehearsal/payment requirement shall be waived for an Actor who is returning to play a role/function that the Actor has played in that production within the previous three months, provided Equity is notified in writing of the consent of both the returning Actor and the production's Stage Manager.

- (B) Unless Equity shall otherwise order, the Actor may not be required to alternate with an Understudy or successor and if replaced by either, the Actor may not thereafter be required (unless Equity otherwise orders) to act again in the part or to report at the theatre for that purpose. Payments, however, shall continue to be made to the Actor according to the terms of the Actor's contract.
- (C) **Inability to Perform**
- (1) If an Actor is late for half-hour or appears at the theatre unable to perform due to intoxication or similar cause, the Producer may determine that the Actor may be replaced for that performance. In this instance, Paragraph (B) above shall not apply, and the Actor shall be required to perform thereafter, provided the Producer notifies Equity in writing of such action and the reasons therefore within 24 hours. Should such temporary replacement be determined to be without just cause by an arbitrator or by other mutually agreeable means, the Actor shall be paid full salary for any performance not played as a result of the Producer's action, and shall continue to perform under the Actor's contract.
- (2) Should the Producer dismiss an Actor for inability to perform due to intoxication or similar cause and so notify the Actor in writing, and also notify Equity of such action and the reasons therefore within 24 hours, the above provisions shall not apply. If it should be determined by an arbitrator or by other mutually agreeable means that the dismissal was without just cause, the Actor shall be paid full salary for any performances not played as a result of the Producer's action and shall be required to immediately resume performances when notified to do so by the Producer. Payment for the missed performances shall be paid prior to the Actor resuming performances under the Actor's contract. Pending the determination the Actor need not report to the theatre.
- (D) Should a Producer dismiss or give an Actor notice whereby the Producer terminates the Actor's employment, the Producer may not re-engage the Actor for the same part or replace the Actor by another Actor at a lesser salary without the written consent of Equity.
- (E) If the part of an Actor signed to this contract is cut before the first public performance, the Producer shall pay to the Actor a sum equal to two weeks contractual salary plus any rehearsal salary due.
- (F) **Emergency Replacements.** (See Rule 62(G), UNDERSTUDIES and Rule 34, MORE REMUNERATIVE EMPLOYMENT (MRE).)

## 50. REPORTS

- (A) All Producers are required to submit to Equity the following reports:
- (1) A weekly report form (supplied or approved by Equity) listing all Actors and all nonprofessionals employed in rehearsal or

performance, the Equity-League Pension and Health Plan contributions made on behalf of each Actor, and any applicable dues deducted from each Actor's salary, along with remittance of said contributions and dues. This report shall be submitted no later than five business days following the end of the workweek for which it is submitted.

- (2) A Nonprofessional Registration Form (provided by Equity) for each nonprofessional engaged, which shall be submitted within one week of the nonprofessional joining the company.
  - (3) A weekly box office statement showing the actual attendance, actual number of tickets sold and actual prices of those tickets.
- (B) For each week of failure to file the reports stated above, the Producer shall pay to Equity a penalty sum of \$25. Failure to file such reports, moreover, shall constitute a breach of this Agreement entitling Equity, among other things and without any limitation, to refuse to release the balance of the security deposited with Equity until the above requirements are met.
- (C) **W-2 Forms.** W-2 forms shall be furnished to the Actor not later than 30 days following the closing of the production or the end of the calendar year, whichever is sooner. Equity may, at any time, and at its discretion, require the Producer to submit proof satisfactory to it that all Actors employed are given a withholding tax receipt (W-2 form) and statement of social security deductions covering the entire run.

## **51. SAFE AND SANITARY CONDITIONS OF EMPLOYMENT**

The Producer shall provide safe and sanitary conditions of employment. No Actor shall be employed in any theatre that fails to maintain proper sanitary facilities as herein set forth.

### **(A) Dressing Rooms**

- (1) Separate dressing areas for men and women shall be provided which are discrete enclosures ensuring privacy.
- (2) Separate sanitary facilities shall be provided for male and female Actors. Toilets and lavatories shall be clean and sanitary, and shall be separate facilities from those provided for the audience.
- (3) The Producer shall provide soap, toilet tissue and paper towels.
- (4) Sinks with hot and cold running water shall be available in or reasonably convenient to the dressing room. "Reasonably convenient to" shall mean within the same building and in the dressing room area.
- (5) Access to a shower shall be provided.
- (6) Any walkway between the dressing rooms and toilet facilities shall be masked from the view of the audience.

- (7) All dressing rooms shall be properly heated in cold weather and shall be properly air conditioned in warm weather and shall have adequate lights, mirrors at least one foot by two feet in dimension, 30 inches of dressing table space for each Actor, shelves and wardrobe hooks for Actors' makeup and dressing equipment, and clothing racks or their equivalent with hangers for the Actors' personal clothes. Floors shall be washed or vacuumed at least once each week, and dressing rooms cleaned at least once each working day.
- (8) Use of fluorescent lighting for makeup purposes is prohibited.
- (9) All dressing rooms shall be maintained in a clean and sanitary condition. Peeling paint and loose plaster shall be repaired.
- (10) Ventilation of dressing rooms shall meet the standards set by the municipal health codes.

**(B) Backstage and Onstage**

- (1) The Producer shall provide a cot backstage for any performer who may become ill during a rehearsal or performance.
- (2) First aid kits, stocked with adequate supplies, shall be available and easily accessible at all times to dressing rooms and rehearsal areas.
- (3) The Producer shall provide cool drinking water backstage.
- (4) Emergency lighting shall be installed and maintained.
- (5) An adequate number of fire extinguishers shall be provided backstage and in the dressing rooms.
- (6) Fire exits shall be clearly marked and illuminated and completely accessible from the backstage and dressing room area.
- (7) The set shall contain adequate safety provisions such as glow tape, running lights and secure guardrails on platforms, ramps and stairs.

**(C) Stage and/or Rehearsal Floors**

- (1) Actors shall not be required to rehearse, audition or perform dances on concrete or marble floors or any other surfaces which Equity shall reasonably deem to be injurious or unsafe, or on wood or any other substance laid directly over such similar surfaces which does not provide air space of at least 1 5/8<sup>th</sup> inches between the concrete, or marble, or similar supporting surface and the resilient dancing surface.
- (2) Use of inclined playing surfaces (i.e., raked stages, ramps, etc.) is subject to approval by Equity. Prior to the construction of any inclined playing surface, the Producer shall promptly notify Equity in writing of such plans and provide such information as Equity may reasonably request. Where a portable stage is used, platforms shall be fastened securely and the stage completely covered by a

level deck or decks of such material as wood or masonite. The edge of all decks shall be clearly visible or protected by securely fastened guardrails. Pits not in use shall be covered completely by a firm material.

- (D) **Smoking.** In theatres and rehearsal areas where smoking may be permitted, only non-common areas may be designated for smoking by the Producer.

(E) **Hazardous Materials**

- (1) **Makeup.** Whenever the Producer provides makeup, hair coloring, wigs, or other material, they shall be free of fluorocarbons or hazardous chemicals.
  - (2) **Sets, Props and Costumes.** Sets, props and costumes shall be constructed in such a manner that there shall be no toxic or hazardous residue that might be inhaled, absorbed or ingested.
  - (3) **Use and Storage of Toxic or Hazardous Materials.** Toxic or hazardous materials, including solvents, adhesives, cleaning agents, paints, dyes, and pyrotechnic effects, if stored in the theatre, shall not be stored on stage or in or near dressing rooms. If volatile materials are used in the theatre, forced air exhaust shall be provided and such materials shall be confined to rooms not occupied by the Actor. Smoking shall be strictly prohibited during use of such materials.
  - (4) **Rehearsals and/or Performance.** Adequate rehearsal shall be provided in the use and safety of all props, lighting effects, mechanical or pyrotechnic devices, weapons and costumes for all Actors, understudies and/or replacements before they are required to perform in front of an audience. (See also Rule 52(K), **Extraordinary Risk.**)
  - (5) **Lasers.** Laser lighting effects shall be maintained and operated in such manner as to avoid injury to the Actor. Applicable federal, state, and local laws shall govern all such use.
  - (6) **Smoke and Fog.** Producer shall promptly notify Equity of intention to use any stage smoke or fog prior to such use, which substance must be approved by Equity. Proper ventilation and exhaust equipment shall be in working order when smoke or fog is used. Generally, the use of dry ice and liquid nitrogen shall be approved upon request if staged safely. The use of mineral oil hazers, glycol fogs (including Rosco Fog) and Salamoniac *shall not be approved*. If a theatre is found to be using a smoke or fog effect which has not been approved by Equity, the theatre shall pay a penalty of no less than two weeks contractual salary to each Actor exposed to said effect.
- (F) **Inherently Dangerous Conditions Prohibited.** No Actor shall be required to rehearse or perform any feat or act which places the Actor in

imminent danger or is inherently dangerous, nor shall any Actor be required to rehearse or perform in a costume or upon a set or under conditions which are inherently dangerous or which would jeopardize the Actor's health. Equity shall have the right to make the final determination as to what is inherently dangerous.

- (G) Notwithstanding any other provisions of this Agreement or the individual contract of employment, Equity in its sole discretion shall determine whether the aforementioned Safe and Sanitary conditions are being properly maintained.

## 52. SALARIES

- (A) Minimum weekly salaries for a Theatre's first year of operation shall be determined by the number of performances and maximum weekly hours as set forth in the Minimum Compensation Tables appearing in the Addendum to this Agreement.
- (B) **Consecutive Productions.** An Actor or Stage Manager may be employed for consecutive productions, by means of a rider, for no less than the additional minimum overlap increment, as set forth in the Minimum Compensation Table, for any week in which the Actor or Stage Manager rehearses in one production while performing in another. (See Rule 47(K), REHEARSALS and Rule 57(F), STAGE MANAGERS AND ASSISTANT STAGE MANAGERS.)
- (C) **Extended Performance Salary Adjustment.** Each Actor and Stage Manager who remains on contract for the same production for an extended run shall receive salary increments as follows:
  - (1) Beginning with the 7<sup>th</sup> week of performance, contractual salary shall be increased by not less than 10%;
  - (2) Beginning with the 25<sup>th</sup> week of performances, no less than an additional \$25; and
  - (3) Thereafter, contractual salary shall be increased by no less than \$25 for each 25 weeks of performance.
- (D) **Overtime.** All rehearsal hours over those stated above shall be paid for at no less than the overtime rate indicated in the Minimum Compensation Table. Overtime shall increase each year based on the percentage increase to the minimum salary, rounded up to the nearest \$0.05.
- (E) **Actual Salary.** The actual agreed-upon salary of the Actor shall be stated in the contract and a lesser or fictitious salary shall not be listed.
- (F) **Continuous Employment.** The Actor or Stage Manager shall receive contractual salary from the first day of employment. No employment week shall be prorated, except as specifically provided herein. When the Actor is involved solely in rehearsal in the Actor's first week of employment, salary may be prorated in sixths, continuously from the first day of rehearsal. This proration shall apply to both the number of workdays and

the number of work hours, that is, if the Producer pays 2/6 of salary, the Actors may work no more than two days and 2/6 of the maximum weekly hours. (See Rule 15, CONTINUOUS EMPLOYMENT.)

- (G) **Payment.** The Producer shall pay the Actor all rehearsal and performance salary for all work done each week no later than the evening prior to the last banking day of the week, but in no event later than Thursday. The Producer may pay salaries by check only if facilities are made immediately available for cashing said checks at no cost to the Actor.

The Actor's acceptance of any payment of the cashing of any check shall not waive his claim for the full amount of compensation that the Actor or Equity may claim is due under the terms of this Agreement or the individual Actor's employment contract. The amount the Actor does receive, however, shall serve as a credit against the full amount of the claim.

The Producer shall use best efforts to provide the Actor with the option of direct deposit of paychecks and per diem checks to the bank of the Actor's choice at no cost to the Actor.

The Actor shall be issued a paycheck stub or other record indicating the gross salary, itemized additions (including, but not limited to, overtime), and itemized deductions (including, but not limited to, union dues deductions, federal, state and local taxes and social security).

- (H) **Additional Duties.** The Actor shall not be required to do any additional work without mutual agreement and an additional negotiated compensation therefore. Additional work is defined as playing additional parts, doing additional understudying or doing additional work as a Stage Manager not specified in the individual contract of employment at the time of its original signing.
- (I) **Understudy Compensation.** If any performing Actor understudies a Principal part or a role, the Actor shall receive no less than \$15 per week for each such assignment in addition to contractual salary. (See also Rule 62, UNDERSTUDIES.) Contracted Understudies who are not performing members of the company shall be paid no less than the applicable minimum salary for Actors.
- (J) **Tech Week Compensation.** For the tech week of each production, the Stage Manager and Assistant Stage Manager shall be paid, in addition to contractual salary, not less than 1/6 of contractual salary, with the method of payment to be stated in a rider to the contract. This increment shall be paid in addition to any penalty or overtime due during the tech week.
- (K) **Extraordinary Risk**
- (1) An Actor may not be called upon to perform "extraordinary risk" unless the Actor agrees in a rider to the Actor's contract, and is paid not less than \$10 per week in addition to his contractual salary. Payments shall begin with the first day of rehearsal or when the act becomes "extraordinary risk," whichever proves to be the



initial period of risk.

- (2) "Extraordinary risk" is defined as, but not limited to, performing acrobatic feats; suspension from trapezes or wires or like contrivances; the use of and/or exposure to smoke, mobile scenery, excessive heights, unsecured and/or unprotected heights, weapons, fire, or pyrotechnic devices; the taking of dangerous leaps, falls, throws, catches, knee drops, or slides; participating in choreography potentially dangerous; or choreography requiring the dancer to execute movements which depart from the accepted techniques of movement and support as used in contemporary theatre dance, that is, classical ballet, modern, modern jazz, ethnic, tap and soft shoe; or performing on sets which are potentially dangerous.
- (3) The Producer shall abide by Equity's determination as to whether this extraordinary risk provision is applicable in any situation, and such determination shall be final. Equity's decision shall in no way reduce the Actor's right to proper insurance coverage under the provisions of this Rule nor to allow inherently dangerous conditions to exist. (See Rule 51(F), SAFE AND SANITARY CONDITIONS OF EMPLOYMENT.)

- (L) **Chorus: Additional Compensation Provisions** (See Rule 12(B), CHORUS)

### 53. SECURITY AND SECURITY AGREEMENTS

- (A) The provisions of any and all agreements relating to security deposited or agreed to be deposited with Equity covering any employment under this Agreement, and any contracts of employment, are hereby adopted and made part of this Agreement and said employment contracts as though fully set forth herein. This includes agreements on forms now called "Security Agreement" and "Producer's Statement." It is of the essence of this Agreement and of all contracts of employment and a condition precedent to the engagement of the Actor that the Producer shall have filed and maintains with Equity satisfactory security as required by Equity.
- (B) **Bond.** A sum satisfactory to Equity shall be deposited as security with Equity in a form acceptable to Equity. The entire bond is returnable to the guarantor after all the Producer's obligations have been met, but in no event earlier than 30 days after the close of the season as stated in the seasonal closing notice to Equity. The bond shall be returned in the form of a check unless the guarantor otherwise instructs Equity in writing.

### 54. SET MOVES

- (1) An Actor in character may, consistent with that character, set or move scenery or props.
- (2) An Actor out of character may set or move scenery or props only

when making an entrance or exit.

- (3) Actors shall not be permitted to do set or property moves which, due to any of the following, are inherently hazardous: location on stage, weight of the set piece or prop, construction, pyrotechnic or electrical effects, proximity to machinery or simultaneous movement of the scenery or effects.
- (4) An Actor assigned to perform any set moves other than those above-described shall receive no less than \$5 per week per set move beginning in the week that contains the first paid public performance. The Actor must agree to perform the set move in a rider to the Actor's contract, which shall include the agreed upon compensation.

## **55. SOCIAL SECURITY AND UNEMPLOYMENT INSURANCE**

- (A) The Actor shall be covered by all federal and state laws constituting what are commonly known as social security acts, including unemployment insurance, and it is further agreed that the Producer, during the term of the Actor's contract, shall pay any and all taxes or payments required to be paid by employers under the provisions of said laws.
- (B) If the Producer is not required to provide benefits under the law, the Producer shall provide social security benefits under the elective provisions of the social security law.
- (C) In the event the services of the Actor are not subject to the compulsory provisions of an unemployment compensation law of any state, then the Producer hereby agrees that the Producer shall elect to cover the services of the Actor, and pay contributions on the services of the Actor, under the elective provisions of the unemployment insurance law of the state of New York, and/or such other eligible state as Equity may determine to be in the best interests of the majority of the Actors employed by the Producer. The Producer shall elect said coverage, execute and file the necessary forms, and pay contributions within the time required by the applicable state law.
- (D) The Producer shall advise the Actor of the state in which the coverage obtains and shall furnish the Producer's unemployment registration number to the Actor and to Equity as soon as such number is assigned to the Producer.
- (E) The Producer shall submit proof satisfactory to Equity that the Producer has applied for unemployment insurance coverage, and deliver a true copy of the Producer's application to Equity. The Producer warrants and represents that the Producer shall not withdraw such application nor modify nor change it without written consent of Equity.
- (F) In the event any Producer fails to provide unemployment insurance coverage where designated and available, the Producer shall pay to the Actor the equivalent of any unemployment insurance benefits the Actor

may lose as a result thereby. This obligation shall survive the termination of the Actor's contract of employment.

## **56. STAGE FIGHTING**

- (A) The following regulations shall apply whenever a production requires two or more actors to engage in stage fighting.
  - (1) The Actor first shall agree to participate in stage fighting by means of a rider to the Actor's contract.
  - (2) A Fight Captain shall be assigned from among the company and shall be so designated by rider to the Actor's contract. The Fight Captain shall receive a weekly increment of not less than \$10 in addition to his contractual salary. (See Rule 52(H), SALARIES.)
  - (3) All Actors who participate in a fight shall run through the routine before each performance. Any exception to this rule shall be at the express discretion of the Fight Director/Choreographer or the Fight Captain. Such run-throughs shall not be deducted from regular rehearsal hours.
  - (4) Whenever possible, performing members of the company shall rehearse fights with understudies during regular rehearsal hours.
  - (5) Proper first aid information and equipment shall be made available to the Fight Captain.
  - (6) The Fight Director or Choreographer and/or Fight Captain shall consult with artistic personnel appropriate under the circumstances to reasonably protect the Actors from injury.
- (B) The inclusion of music shall not affect the determination of what constitutes a staged fight.

## **57. STAGE MANAGERS AND ASSISTANT STAGE MANAGERS**

- (A) The position of Stage Manager shall not be considered an entry-level position. Stage Managers and Assistant Stage Managers, as required, shall be signed to Equity contracts.
  - (1) The Stage Manager or Assistant Stage Manager shall not perform any stage managerial duties of any nature for a Producer without a signed contract, after security has been properly posted with Equity, and instructions from the Producer as to the work.
  - (2) The Stage Manager's or Assistant Stage Manager's duties shall not be performed by anyone other than a Stage Manager or Assistant Stage Manager or when such a position is applicable, an assistant stage manager not signed to Equity contract.
  - (3) There shall be at least one Stage Manager for each production who shall not be permitted to act, understudy, or serve as Dance Captain. The Stage Manager shall be engaged, and contractual

salary shall start, no later than one week prior to the first day of rehearsal. (See also Rule 47(D), REHEARSALS.)

**(B) Required Assistant Stage Manager**

- (1) An Assistant Stage Manager signed to Equity contract, who may not act, understudy, or serve as Dance Captain, shall be required under the following circumstances:
  - (a) When productions with a Chorus are presented;
  - (b) When required by the complexity of the production, as determined by Equity;
  - (c) When the production has a total cast of 10 or more; and/or
  - (d) During rehearsal for any production that meets either of the following conditions:
    - (i) Concurrent rehearsals are being held. (This does not preclude holding separate music rehearsals or coaching, dialect coaching, or scheduling other similar activities at which staging is not taking place); or
    - (ii) The Stage Manager is under contract to rehearse subsequent consecutive productions where individual Stage Managers are not hired for each production. The term of employment for such an Assistant Stage Manager shall not be less than one week plus the number of weeks that the rehearsals of one production overlap with the rehearsals and/or performances of a different production.
- (2) In cases where an Assistant Stage Manager is not required by this Agreement but one is engaged, the Assistant Stage Manager may act or understudy up to three roles provided this is so stated in the Assistant Stage Manager's contract, and further provided that such duties do not interfere with the Assistant Stage Manager duties. All other provisions of the Rule 62, UNDERSTUDIES, shall apply. If the Assistant Stage Manager also acts, or if an Actor is assigned the duties of an Assistant Stage Manager, he shall be compensated in accordance with Rule 52, SALARIES.
- (3) For any production that does not require an Assistant Stage Manager as specified above, the Producer shall provide the Stage Manager with an assistant stage manager who need not be signed to an Equity contract and who shall report to and assist the Stage Manager during rehearsal and performance. The Producer shall consult the Stage Manager in the selection of the assistant stage manager(s). This assistant stage manager shall begin work no later than the first day of rehearsal.

**(C) Pre- and Post-Production.** Should the Producer require the Stage Manager and/or Assistant Stage Manager to perform any stage

managerial duties in a production any time prior to the required first date of employment or after the production has closed, the Producer shall pay the Stage Manager or Assistant Stage Manager at the rate of no less than 1/6 of contractual salary for each day or part thereof of employment.

(D) **Additional Services**

- (1) Should a member of the Stage Management staff, while under contract for a production, be called upon to perform additional services for any version of that production or for any other production in which the Producer bears a financial interest, the Stage Manager shall receive additional compensation for such additional services in an amount which shall not be less than 1/6 of contractual salary for each day or part thereof for which services are rendered. The Producer shall require no such service nor shall it be a condition of employment. (This provision shall not prevent a Stage Manager signed to a Consecutive Production Rider, see Paragraph (F) below, from fulfilling rehearsal and performance duties permitted therein.)
- (2) The Stage Manager shall assemble and maintain the production script required for the actual technical and artistic operation of the production that shall remain the property of the Producer.
- (3) A member of the Stage Management staff shall not be required to prepare any production script specifically for archival or publication purposes. In the event that the Producer does request a member of the Stage Management staff to prepare or alter a script so that it is appropriate for publication, the member of the Stage Management Staff may agree provided that the Stage Manager is paid no less than \$350 for such preparation.

(E) **Rest Periods.** The rest period between the end of work on one day and the beginning of work on the next day shall be no less than 11 hours. Any violation of the rest break shall be compensated at no less than double the applicable overtime rate.

(F) **Consecutive Productions.** A Stage Manager may be hired for consecutive productions (see Rule 52, SALARIES). A "Consecutive Production" Rider allows the Stage Manager to run performances and rehearsals concurrently as long as Paragraph (E) above is not violated and as long as there is a 1½-hour break between the end of rehearsal and the beginning of half-hour call.

(G) **Workweek.** The Stage Manager's and Assistant Stage Manager's maximum weekly hours (which include, but are not limited to, dry technical rehearsals, scene shift sessions, light sessions, sound sessions, production meetings, performances and/or any rehearsal with or without Actors) shall be as follows:

<u>Category</u>	<u>Maximum Weekly Hours</u>	<u>Consecutive Productions</u>
	<u>Single Production</u>	<u>Overlapping Weeks</u>
1	24 hours	32 hours
2	30	38
3	34	40
4	34	40
5	38	48
6	38	48
7	42	52
8	42	52
9	46	56
10	46	56

- (1) If the Stage Manager is required to work more than the above-stated hours in any workweek, the Stage Manager shall be paid at no less than the applicable overtime rate.
- (2) The above notwithstanding, if any of the Stage Managerial staff are in attendance at rehearsals or performances for hours which would have given an Actor overtime had the Actor rehearsed and/or performed those same hours, said members of the Stage Managerial staff shall receive the overtime compensation that would have been due the Actor.
- (H) Stage Managers are covered by all the rules and provisions of this Agreement, except where specifically stated otherwise, and all the rules for Actors pertaining to rehearsals, performances, overtime, breaks, rest periods and travel time shall also be applicable to Stage Managers and/or Assistant Stage Managers.
- (I) If the Producer terminates the Stage Manager's employment, the Stage Manager may not be re-engaged or replaced in the same production or season at a lesser salary.
- (J) **Working Conditions for Stage Managers and Assistant Stage Managers**
  - (1) The Stage Manager or the Assistant Stage Manager shall be present at all rehearsals and performances and shall actively run such rehearsals and performances.
  - (2) It shall be the responsibility of the Stage Manager to maintain the discipline of the company, maintain the prompt book and act as the executive instrument of the Director and/or Producer whenever both are absent in maintaining the artistic intent of the Director and/or Producer.
  - (3) Meal breaks shall be at the same intervals as for Actors, but not necessarily at the same times, and, if transportation is provided for the Actors, similar transportation shall likewise be provided for the Stage Manager even if the breaks are not concurrent.

- (4) The Stage Manager shall have a day off each week. Should the Stage Manager agree to work on the day off, the Stage Manager shall receive no less than an additional 2/6 of weekly contractual salary.
- (5) There shall be intercommunication equipment between the Stage Manager, Assistant Stage Manager, and those who help run the show.
- (6) The Producer shall provide the Stage Manager with reasonable access to its office space and business equipment, including a working telephone.
- (7) It is agreed that the Stage Manager's function is a full-time one, and the Stage Manager shall not be requested to engage in any activity which interferes with primary function of Stage Management.
- (8) Stage Managers and Assistant Stage Managers shall not be required to perform the following, unless they are contracted and compensated separately from the Equity contract; if a separate, written contract is made, a copy of such contract shall be forwarded to Equity:
  - (a) Design, build, hang, transport, operate, shift, run, shop for or maintain lights, sound, scenery, props, video, wardrobe, animals, etc.;
  - (b) Arrange living accommodations;
  - (c) Order or distribute food for any members of the production;
  - (d) Be responsible for any aspect of transportation or be responsible for the maintenance of any vehicle;
  - (e) Be responsible for any aspect of laundry or dry cleaning; or
  - (f) Be responsible for setting up stage managerial tech tables for technical rehearsals.
- (9) Stage Managers and Assistant Stage Managers shall be prohibited from doing or accepting responsibility for the following tasks:
  - (a) Having contracts or riders signed or initialed; or perform another function which normally comes under the duties of the General Manager or Company Manager. This shall not, however, preclude delivery of a sealed envelope addressed to the individual Actor/Stage Manager;
  - (b) Signing the closing notice of the company or the individual notice of an Actor upon termination of contract (which is not to preclude posting of all closing and other permanent company notices);
  - (c) Doing the payroll or distribute payment including, but not limited to, salary and per diem;
  - (d) Doing building maintenance, janitorial, custodial, or house

management work; and/or

- (e) Opening or locking up the theatre.
- (10) It shall not be a condition of employment that the Stage Manager and/or Assistant Stage Manager own or drive a motor vehicle.
- (11) The Producer shall not ask nor require the Stage Manager to use the Stage Manager's personal cash, credit card, cell phone and/or phone card on behalf of the production.
- (K) The Stage Manager shall be engaged for all permissible televising, recording, broadcasting and filming, sessions. (See Rule 32, MEDIA: RECORDING & BROADCAST.)
- (L) A Stage Manager and/or Assistant Stage Manager is not permitted to work without additional compensation on a concert, recital presentation, or any show for which the Stage Manager is not contracted.
- (M) **Tech Week Compensation** (See Rule 52(J), SALARIES.)
- (N) Equity shall have the right from time to time to define the term "Stage Manager" and also retains the right to alter, change, or modify the meaning of "Stage Manager," as hereinabove defined.

## **58. SUBSIDIARY/CONVERSION RIGHTS**

The provisions of this Rule shall apply to any play rehearsed or performed under this Agreement.

### **(A) Definitions**

- (1) "SPT Production" or "the production hereunder" means the production of the play under this Agreement.
- (2) "SPT Actor" as used herein refers to any person engaged under this Agreement as an Actor, (Principal or Chorus), Understudy, Stage Manager, or Assistant Stage Manager.
- (3) "Conversion" and "Subsidiary" rights as used herein refer to the Actor's rights in a production or productions of the Play in a different theatre, medium, and/or time, and/or under a different Equity agreement. "Conversion" includes, but is not limited to, a "move" to another theatre under a different Equity agreement. "Subsidiary" includes, but is not limited to, subsequent theatrical productions and/or productions in other media.
- (4) A "bona fide offer" shall mean an offer to perform in the subsequent Equity contract production the identical role or function performed in the SPT Production. The offer shall be in writing, sent to the SPT Actor by certified mail, return receipt requested, with a copy to Equity.
- (5) Where more than one SPT Actor has performed the identical function in the SPT Production, they shall share as determined by



Equity in any conversion payments due.

- (6) "Subsequent Equity Contract Production" shall refer to the first Equity contract production, including another SPT production, occurring within three years following the close of the first SPT Production.
- (7) Producer's "proceeds from subsequent exploitations of the play" shall include all proceeds received by Producer from or as a result of subsequent productions or other exploitations of the play or the rights in the Play (including but not limited to productions on the live stage and in other media) and/or contributions to the Producer by or on behalf of the author or subsequent producer of the Play.

**(B) Subsequent Equity Contract Production**

- (1) Should the Producer, or any entity which the Producer controls or directs or in which the Producer has a financial interest, participate in the production of the play under terms of a subsequent Equity contract, the Producer shall make a bona fide offer to any Actor who was originally engaged hereunder and who actually performed in the Production the opportunity to continue in the same role or function in which the Actor appeared. Producer shall pay to any Actor not receiving a bona fide offer an amount equal to three weeks' minimum salary under said subsequent Equity contract.
- (2) The foregoing notwithstanding, the Producer's obligations hereunder shall not exceed 50% of the proceeds received by the Producer from subsequent exploitations of the play. The Producer acknowledges his obligations to be continuing, and to the extent the Producer's obligations to SPT Actors remain unsatisfied because of insufficient proceeds from the play, the Producer shall provide to Equity continuing reports concerning receipts of proceeds from subsequent exploitations of the play, up until such time as Producer's obligations to the SPT participants have been satisfied. The Producer shall furnish to Equity copies of statements requested by Equity, and Equity shall have the right, upon reasonable notice, to examine Producer's records.
- (3) If the Producer of said subsequent Equity contract production compensates the SPT Actors who fail to receive bona fide offers in accordance with a conversion clause in the applicable Equity contract, the SPT Producer shall have no obligation to compensate said SPT Actors under this provision. Nothing in this Agreement shall be construed to relieve any Producer of a subsequent Equity contract production of any obligation such subsequent Producer may have for any conversion and/or contingent rights payments to Actors.

**(C) Other Media**

- (1) In the event the Motion Picture or other Mechanical or Electrical Reproduction Rights are subsequently sold, leased, licensed, or

otherwise disposed of, the Producer or other signatory to the Motion Picture Rights Agreement agrees that up to a maximum of 50% of the monies received from said sale shall be used exclusively to reimburse all Actors engaged on the contract who originally appeared, stage managed, or understudied at the opening performance in an amount equal to three weeks of performance salary or an amount equal to two weeks' salary at the Standard Production minimum salary then in effect, whichever is greater.

- (2) The foregoing notwithstanding, the Producer's obligation hereunder shall not exceed 50% of the proceeds received by the Producer from subsequent exploitations of the play. The Producer acknowledges his obligation to be a continuing one, and to the extent the Producer's obligation to SPT participants remains unsatisfied because 50% of the Producer's proceeds from the play do not equal the Producer's obligations, the Producer shall provide to Equity continuing reports concerning receipts of proceeds from subsequent exploitations of the play, up until such time as the Producer's obligations to the SPT participants have been satisfied. The Producer shall furnish to Equity copies of statements requested by Equity, and Equity shall have the right, upon reasonable notice, to examine the Producer's records.

**(D) Prior Code or Los Angeles 99-Seat Theatre Plan Productions**

- (1) In the event the play has been produced under a Showcase Code, a Funded Non-Profit Theatre Code, or the Los Angeles 99-Seat Theatre Plan within three years prior to the production under this Agreement, the Producer shall make a bona fide offer to perform the identical role or function to each Actor who rehearsed and/or performed in said prior production, or shall pay three weeks' salary hereunder in lieu of such an offer.
- (2) When more than one Actor has performed the identical role or function in the Code or Plan production and neither/no such Actor receives a bona fide offer to perform such function in this SPT Production, all Actors who performed said role or function shall share in such monies. All payments due hereunder shall be made to Equity for distribution among the Code or Plan Actors in such proportion as AEA shall determine.

**(E) Motion Picture and/or Television Sale**

If the Producer owns or participates in the Motion Picture and/or Television Rights of a Play or Production, either directly or indirectly, the Producer agrees to sign the Equity "Motion Picture and/or Television Rights" Agreement prior to the signing of any individual employment contracts. The following clause shall appear in all contracts of employment as a recognition and agreement by the Producer and Actor that the inclusion of this language is offered as a material inducement to the Actor to enter into the contract:

"The Producer warrants and represents that:

- (a) The Producer (has/has not) an interest and/or right in the play presently entitled "\_\_\_\_";
- (b) The play named above is an original play and the production herein is the first commercial production in the United States in which Actors are employed; and
- (c) The Producer, or person or persons holding or participating in the Motion Picture and/or Television Rights has signed the Equity Motion Picture and/or Television Rights Agreement agreeing to its terms."

## **59. TERMINATION (See also Rule 28, ILLNESS AND SICK LEAVE)**

- (A) **Just Cause.** Except as provided below, no Actor may be terminated except for "just cause." This provision shall not apply until 10 days after the first public performance of each production.
  - (1) If Equity requests, the Producer shall furnish the reasons for dismissal to the Actor and Equity in writing within two weeks of such request. Equity may then investigate the basis for any dismissal. If Equity elects to challenge any dismissal, the matter shall be submitted to arbitration in the manner provided in Rule 5, ARBITRATION (**See also Rule 13, CLAIMS**).
  - (2) In the event that just cause is not found, the arbitrator's award shall be limited to monetary damages, which shall not exceed 10 weeks' contractual salary.
  - (3) When it is alleged by the Producer that the Actor is not performing as required, notice of termination may be served only if the following procedures have been observed:
    - (a) The Producer or director shall give the Actor written notes detailing how the Actor is failing to perform as directed.
    - (b) If the Actor's performance does not improve and the Producer intends to give notice that the Producer shall terminate the Actor's contract, the Producer shall first provide the Actor with a written warning (with a copy sent to Equity) requiring the Actor to improve in accordance with Paragraph (a) above. This written warning shall provide a deadline by which the improvements must be demonstrated. This deadline shall not be earlier than the conclusion of the next scheduled performance following the serving of the written warning to the Actor.
    - (c) Should the Actor challenge the reasons for dismissal, the procedures outlined in Paragraphs (1) and (2) above shall be followed.
- (B) All notices hereunder, company and individual, shall be made in writing.

Copies of all notices shall be filed with or mailed to Equity immediately by the party (Actor or Producer) giving notice.

- (C) All notices to the Producer shall be given in writing to the Producer personally, or through the Company Manager or Stage Manager. Notice to the Actor shall be given to the Actor personally in writing, unless the Producer has procured the current address of the Actor, in which case it may be given by certified mail, return receipt requested. All communications that refer to the company in general shall be posted upon the callboard.

(D) **Before or During Rehearsal**

- (1) The Actor may terminate the contract, without any penalty, at any time prior to two weeks before the designated date of rehearsal set forth on the Actor's contract.
- (2) If the Actor gives notice of termination within two weeks prior to the designated rehearsal date, the Actor shall pay the Producer a sum equal to one week's contractual salary (unless the Actor has secured more remunerative employment pursuant to Rule 34).
- (3) The contract may be terminated by the Producer before the first public performance by giving written notice to the Actor and paying the Actor forthwith a sum not less than two weeks contractual salary plus any amounts due for services rendered to date.
- (4) During rehearsal the Actor may terminate the Actor's contract by giving the Producer 14 days' notice (except for more remunerative employment).
- (5) No Actor shall give notice to be effective during the final seven days of the rehearsal period including the first public performance.

- (E) **Individual Termination After Opening.** Either party may terminate the contract at any time on or after the date of the first public performance of the play by giving the other party 14 days' written notice and subject to the provisions of Paragraph (A) above.

- (F) **Company Closing Notice.** The Producer may close the company upon one week's written notice, or upon payment of one week's contractual salary in lieu thereof, provided the Producer has paid the Actor for all services rendered to date and in no event less than two weeks' salary.

- (G) **Effect of Company Notice.** Where a company is closed in accordance with notices of closing to the entire company, such notices of closing shall supersede any individual notice then outstanding. Should the Producer wish to continue the production rather than close on the date specified in the notice, prior to that date the Producer shall submit a statement to the effect that the notice is rescinded and that the Actors' contracts continue to remain in effect. This statement shall be signed by the Producer and by each of the Actors who wish to continue in the production.

- (H) **Payment When Actor is Not Allowed to Work Out Notice.** If the Actor is not allowed or required to work out any notice properly given under the Actor's contract, the Actor shall be paid immediately upon the giving of notice and the Actor may forthwith accept other employment.
- (I) **Rights After Giving Notice When Actor Secures New Engagement.** Should either party give the other any notice permitted under the contract, which notice terminates the same at any future date, and should the Actor have or secure a new engagement, the Actor shall be permitted to attend rehearsals under the new engagement as may be necessary and as do not conflict with the Actor's responsibilities under the Actor's then existing contract.
- (J) If the Producer terminates an Actor's contract for any reason, the replacement Actor's salary cannot be less than the contractual salary of the Actor being replaced. (See Rule 45(A), REPLACEMENT OF ACTOR.)

## **60. TERM OF EMPLOYMENT**

- (A) The Producer guarantees the Actor two consecutive weeks of employment.
- (B) In the event that the Actor gives notice, whether for short- or long-term more remunerative employment or to terminate the Actor's individual employment contract, and the termination becomes effective one week before the production closes, the replacement Actor shall be guaranteed at least one week of performance and a week's rehearsal salary compensation.

## **61. TRANSPORTATION AND BAGGAGE**

- (A) **Transportation by Producer**
  - (1) For all out-of-town Actors (see Rule 19(H), DEFINITIONS) the Producer shall provide, at the Producer's own expense, door-to-door transportation (home residence to out-of-town residence) for the Actor and the Actor's baggage, from the Actor's place of residence, as stated in the Actor's contract, to the theatre and return. The Producer shall provide such methods of travel to the theatre as are the most direct within the public means available.
  - (2) The Actor and the Producer may agree in writing as to the routes and modes of transportation. In no event, however, shall such agreement provide for a payment to the Actor of a sum less than the cost of applicable public transportation from the place of residence to the theatre and return.
  - (3) The Producer shall furnish the Actor with the necessary tickets, or their cash equivalent, at least three days in advance of the Actor's departure. The Producer shall deliver the Actor's return

transportation in cash or tickets, at the Actor's option, at least three days before the close of the Actor's engagement.

- (B) **Air Travel.** Air travel shall be the preferred method of travel. Air travel shall be on a first-class, FAA-certified, scheduled airline and not on a non-scheduled or private airline. The Producer shall provide or reimburse the Actor for the premium cost of air travel insurance up to the amount of \$125,000 for each flight.

- (1) Air excursion or group travel tickets may be substituted for full fare coach provided such flights take place during the hours between 8:00 AM and 8:00 PM and are less than six hours' duration and meals are provided on the plane at no expense to the Actor. Once an Actor has accepted an excursion or group air ticket, the Actor shall be responsible for any additional expense which may result from the Actor's changing his travel schedule and not using the flights that the Producer has arranged.
- (2) If delay en route in air travel occurs, the Producer shall reimburse the Actor for all expenses incurred.

(C) **Automobile, Train, and Bus Transportation**

- (1) If the Producer requires train or bus transportation because a flight is not available, the Producer shall notify Equity of the proposed method of travel and shall abide by the Equity rules governing such transportation.
- (2) Actors choosing to travel by automobile, train, or bus shall make their own travel arrangements and shall receive a sum equivalent to the cost of the applicable public transportation utilized to transport the rest of the Company, and normal baggage transportation expenses.

- (D) **Rest Period After Arrival.** The Actor shall not be called to travel, rehearse or perform until two hours after the Actor's arrival at his lodgings.

- (E) **Baggage.** The Producer shall pay for the entire cost of and reimburse the Actor for transportation of baggage, up to 300 pounds, from place of residence to the theatre and/or lodgings and return to place of residence, door to door. The method of prompt door-to-door shipping shall be at the Producer's discretion. The Producer shall reimburse the Actor in full for all reasonable expenses incurred as set forth by the Actor on a form that shall be provided by Equity for this purpose. Actor shall show proof of all such expenses by providing Producer with appropriate receipts.

(F) **Payment of Expenses**

- (1) All arrival expenses are due and payable with (but separate from) the first salary payment check.
- (2) All departure expenses due shall be paid with (but separate from) the final week's salary check.

## 62. UNDERSTUDIES

- (A) All roles except "bit parts" shall be covered by understudies. Understudies shall be engaged no later than one week prior to the first public performance. Such understudies may be nonprofessionals. Each such nonprofessional understudy shall file with Equity a Nonprofessional Registration Form (provided by Equity) upon joining the production. No Actor may be assigned more than four understudy assignments in one production. The Producer shall submit a list of all understudy assignments prior to the first paid public performance.
- (B) An understudy assignment made to a contracted Actor who is performing in the production shall be listed on the original contract, or in a rider added to the contract stating the appropriate salary adjustments. (See Rule 52(I), SALARIES.)
- (C) Understudies who are not performing members of the company shall be paid no less than the applicable minimum salary for Actors. (See Rule 52(I), SALARIES.)
- (D) No Understudy shall be required to perform until one week after the Actor is engaged or assigned as Understudy, has had the script and/or music for one week and has had at least one rehearsal of all relevant scenes, blocking and costume changes in actual time. If the above conditions have not been met, the Understudy shall read the part or may perform if able and willing.
- (E) All Understudies to Principal Actors shall be listed in the program by name and role understudied. The listing shall be automatic unless an Understudy requests in writing that it be omitted. Copies of such requests shall be sent to the Producer and Equity.
- (F) See Rule 44(C), PROGRAMS, HOUSE BOARDS, CHANGES IN CAST, AND BILLING for the announcement of an Understudy performance.
- (G) If in an emergency an Actor performs a part not specified in said Actor's contract, the Actor shall be compensated for such performance at not less than double the pro rata rate of the Actor's contractual salary, and shall thereafter be contracted and compensated for such understudy duty at no less than the applicable prevailing minimum rate, subject to two week termination of the understudy assignment only.
- (H) If a nonprofessional is understudying an Actor, the nonprofessional may actually perform the role for a period of not more than two consecutive weeks. Thereafter, a contracted Actor shall fill the role. However, this replacement shall not diminish the original Actor's right to return to the role under his original contract, provided such contract has not been terminated
- (I) Any loss of performance due to the failure of the Producer to engage, employ or prepare an understudy shall be the sole liability of the Producer regardless of the reason that causes any Actor's absence.

- (J) **On-Call Understudy.** The Producer may engage an Actor as an On-Call Understudy in either of the following ways:
- (1) Understudies may be hired on a standard Equity contract with all applicable fringe benefits, for one week to learn the role. The contract shall include a rider specifying the understudy obligations (including the method of checking in or leaving a default phone number) and noting that the Understudy may give notice for more remunerative employment or illness. The increment for additional roles shall be no less than \$35 per role, if the minimum salary is under \$250, and no less than \$50 per role if the minimum is \$250 or more. There shall be a limit of no more than three roles for any one Understudy hired under the terms of this Paragraph (J). The Understudy shall receive no less than 1½ times his pro rata salary each time he performs in the production. The Producer shall make a pension contribution on the Understudy's performance salary but no health contribution shall be required.
  - (2) Understudies may be hired on a standard Equity contract utilizing the minimum salary four categories below the Theatre's actual category. For the first two weeks the Understudy may rehearse no more than the maximum weekly hours for the lower category. After that, rehearsal hours are limited to the number of hours permitted after opening in the lower category and the Actor may also be required to watch one performance per week. Salary and full fringe benefits shall be paid for each week. Understudies hired under this provision shall be "on call" by telephone 45 minutes prior to the performance. If the Understudy is required to perform, the Understudy shall be paid at the pro rata performance rate based upon the category applicable minimum salary for that Theatre, with a cap on the Understudy's total weekly salary equal to the category applicable minimum salary.

### **63. UNION EMBLEM**

The Producer shall prominently display the emblem supplied by Equity in the lobby of the theatre.

### **64. UNION SECURITY/ DUES AND INITIATION FEES**

- (A) All Actors, except nonprofessionals, who are members of Equity, shall, as a condition of employment, continue to be members of the Union in good standing for the life of this Agreement. All employees covered by this Agreement who are not now members of Equity shall, as a condition of employment, become members within 31 days following the signing of this Agreement and shall thereafter remain members of the Union in good standing as a condition of continued employment. All new employees covered by this Agreement shall, as a condition of employment, become members of the Union within 31 days from the date of the commencement



of their employment and shall thereafter continue to be members of the Union in good standing as a condition of continued employment. As defined and applied in this Agreement, the phrase "member of the Union in good standing" means a person who pays initiation fees and dues (or the monetary equivalents thereof) to the Union as financial obligations in accordance with the requirements of the National Labor Relations Act.

- (B) The Producer shall deduct union dues, initiation fees and assessments from the Actor's salary and remit to Equity, provided that the Producer receives timely notice from Equity, with proper authorization, agreed to and signed by the Actor.
- (C) Should there be an early termination of the Actor's contract, the Producer also agrees that the full amount owed to Equity at the time of such termination shall be deducted before the Actor's final paycheck, to the extent possible. In the event such monies are not so deducted, the Producer assumes responsibility for this obligation.

## **65. VACATIONS**

- (A) The Actor shall accrue vacation pay at the rate of 4% of contractual salary beginning with the first day of employment. However, the Actor shall not be entitled to receive vacation pay until the Actor has completed no less than 12 weeks of employment within a season. At the end of 50 weeks from the start of employment, the Actor shall be entitled to two weeks' paid vacation, at the Actor's option. If the Actor chooses to take the vacation, the Actor shall be paid as vacation pay the accrued contractual salary. If the Actor chooses not to take the vacation, the Actor shall be paid the accrued salary as vacation pay at this time, in addition to regular contractual salary. Thereafter, the Actor shall be entitled to one week's vacation or vacation pay for each 25 weeks of employment.
- (B) **At Termination.** When the Actor's contract terminates, the final salary payment shall include all vacation pay that has accrued, and to which the Actor is entitled, which has not previously been paid.
- (C) **Replacement**
  - (1) A nonprofessional understudy may replace a vacationing Actor for not more than two weeks.
  - (2) An Actor who is engaged under contract to replace the vacationing Actor shall be guaranteed two weeks' contractual salary. If the replacement is for a full two weeks of performances, rehearsals may be pro rated at the rate of 1/6 of contractual salary per day for rehearsals or for watching performances. In any event, the replacement shall be guaranteed a minimum of five hours of rehearsal before performing in the role.

## **66. VOLUNTARY CLASSES**

All Actors are prohibited from attending so-called "voluntary" classes, and the Producer agrees not to request Actors to attend such classes.

## **67. VOTING**

- (A) There shall be no cast meetings held to vote on working conditions, concessions or waivers without the consent of Equity, except as provided in Rule 10, BREAKS AND REST PERIODS.
- (B) At such meeting or meetings, neither the Producer nor the Producer's representative (whether under an Equity contract or not) shall be present other than to explain the Producer's position. Any proposed action by the cast shall not be binding, however, without the written approval of Equity.
- (C) All meetings of the Company called by the Deputy or Stage Manager shall include only the Actors, and any vote taken shall be conducted by secret ballot.
- (D) Equity's determination as to any issue under this Rule shall be final and binding upon the Producer and the Actor.

### **Duration**

This Agreement shall commence on June 8, 2015, and expire on June 4, 2017.

The SPT Agreement may be modified before the above-noted expiration date upon 120 days notice to the Producer.

**AGREEMENT AND RULES GOVERNING EMPLOYMENT  
IN SMALL PROFESSIONAL THEATRES**

**INDEPENDENT PRODUCER'S AGREEMENT**

The undersigned Producer agrees to accept and abide by all the terms and conditions of the Small Professional Theatre Agreement. The Producer acknowledges the receipt of a copy of this Agreement and full notice of all the provisions, rules and regulations contained therein. The Producer further agrees to be bound by any interim modifications and/or amendments to this Agreement that may become effective during its term.

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ACTORS' EQUITY ASSOCIATION      DATE

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PRODUCER      DATE

## Addendum

### **MINIMUM COMPENSATION TABLES**

(Referenced to Rule 52, SALARIES.)

Minimum Weekly Salaries for a Theatre's First Year of Operation

Note: Minimum salaries, divided by total weekly hours, must meet or exceed all applicable minimum wage laws.

**Rates Effective from June 8, 2015 through June 5, 2016**

Category	Weekly Perfs	Actor Weekly Hours	Actor Min Salary	Actor Overlap Increment	SM Weekly Hours	SM Min Salary	ASM Min Salary	SM Overlap Increment	SM Overlap Hours	Overtime (per 1/2 hour)
1	4	22	\$229	\$50	24	\$272	\$249	\$100	32	\$7.85
2	4	26	\$269	\$50	30	\$320	\$309	\$100	38	\$7.85
3	4	30	\$309	\$50	34	\$368	\$349	\$125	40	\$7.85
4	5	30	\$342	\$75	34	\$413	\$368	\$125	40	\$8.55
5	5	34	\$382	\$75	38	\$459	\$406	\$150	48	\$8.55
6	6	34	\$430	\$75	38	\$515	\$451	\$156	48	\$9.50
7	6	38	\$476	\$75	42	\$604	\$499	\$175	52	\$9.50
8	7	38	\$534	\$75	42	\$632	\$553	\$175	52	\$10.55
9	7	42	\$604	\$100	46	\$705	\$618	\$200	56	\$10.80
10	8	42	\$664	\$100	46	\$776	\$689	\$200	56	\$12.35

**Pension: 8%**

**Health (including Supplemental Workers Comp):**

**Categories 1 - 5 : \$158.00 per contract per week**

**Categories 6 - 10: \$173.00 per contract per week**

## MINIMUM COMPENSATION TABLES

(Referenced to Rule 52, SALARIES.)

### Minimum Weekly Salaries for a Theatre's First Year of Operation

Note: Minimum salaries, divided by total weekly hours, must meet or exceed all applicable minimum wage laws.

### Rates Effective from June 6, 2016 through June 4, 2017

Category	Weekly Perfs	Actor Weekly Hours	Actor Min Salary	Actor Overlap Increment	SM Weekly Hours	SM Min Salary	ASM Min Salary	SM Overlap Increment	SM Overlap Hours	Overtime (per 1/2 hour)
1	4	22	\$236	\$50	24	\$280	\$256	\$100	32	\$8.10
2	4	26	\$277	\$50	30	\$330	\$318	\$100	38	\$8.10
3	4	30	\$318	\$50	34	\$379	\$359	\$125	40	\$8.10
4	5	30	\$352	\$75	34	\$425	\$379	\$125	40	\$8.80
5	5	34	\$393	\$75	38	\$473	\$418	\$150	48	\$8.80
6	6	34	\$443	\$75	38	\$530	\$465	\$156	48	\$9.80
7	6	38	\$490	\$75	42	\$622	\$514	\$175	52	\$9.80
8	7	38	\$550	\$75	42	\$651	\$570	\$175	52	\$10.85
9	7	42	\$622	\$100	46	\$726	\$637	\$200	56	\$11.10
10	8	42	\$684	\$100	46	\$799	\$710	\$200	56	\$12.70

Pension: 8%

#### Health (including Supplemental Workers Comp):

Categories 1 - 5 : \$158.00 per contract per week

Categories 6 - 10: \$173.00 per contract per week

# **AGREEMENT AND RULES GOVERNING EMPLOYMENT IN SMALL PROFESSIONAL THEATRES**

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