



## **Employing Actors and Stage Managers Under the Guest Artist Agreement**

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### Guidelines and Application

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The following guideline provides an overview of the Actors' Equity Guest Artist Agreement. If you have any questions, feel free to contact an Equity Business Representative. We're happy to assist you.

### 1. Who may utilize this contract?

Universities, non-profit community theatres and non-profit groups operating within an educational or community framework may secure the services of professional Actors, by obtaining permission from Equity.

### 2. How do I obtain permission?

Actors' Equity endeavors to satisfy requests to employ Guest Artists and does not arbitrarily withhold the granting of such permission. However, consideration is given to the nature of your organization, size of company, performance schedule, and the relationship to professional theatrical activities in the area. Please be sure that your application for the employment of an Actor is approved with the appropriate Equity Business Representative before any public announcement. Whenever possible, permission will be granted as soon as Equity has had the opportunity to investigate the request.

The granting of permission for an Actor to appear on a Guest Artist Agreement is done on an individual basis only. It is necessary for you to make application to Equity each time you wish to engage an Actor. The granting of permission for one Guest Artist can in no way be construed as establishing a precedent for others.

### 3. How do I contact an Equity Actor?

Equity can provide assistance accessing the Equity talent pool or with auditions, should you need help. If you make contact directly with the Actor or the Actor's agent, it is still necessary to seek the approval of Equity to engage the Actor.

### 4. How many Actors may I employ in my show?

Barring special circumstances, no more than three Actors and one Stage Manager shall be hired in any production under this agreement. If three or more Actors are employed, a Stage Manager must also be employed under the Guest Artist Agreement.

### 5. May Actors be hired as independent contractors or on a fee basis?

No. Actors and Stage Managers do not meet state or federal criteria as independent contractors. (If an Actor is employed via his personal service corporation, please contact Equity for further information.) Thus, federally required employer contributions to Social Security, Medicare and unemployment must be made, as well as state-required contributions to Unemployment and Workers' Compensation insurance programs. These amounts are in addition to the salary and pension and health contributions and may not be waived.

**Paymasters.** In the event you are not set up as an employer and are unable to procure Workers' Compensation, Unemployment Insurance or provide payroll deductions, there are organizations, known as paymasters, through whom you may procure these services. Please call the Equity office for further information.

**Unemployment Insurance.** Equity requires that Actors employed under Equity contract receive the benefits provided by the Unemployment Insurance laws of the state in which the Actor performs, or through the voluntary provisions of the New York or New Jersey State Unemployment laws. Should it be impossible to comply with this provision, it will be necessary to contact Equity before signing any agreements. A Business Rep can discuss procedures that may enable you to secure coverage.

### 6. Tell me about salary, pension, health and Working Dues.

**Salaries.** Minimum weekly salaries for the run of the contract are based on the maximum number of performances in any one week. For example, if you have two performances one week and five performances the next, the appropriate Tier for the run of the contract, rehearsal and performance, would be Tier 2. Tier I minimums are \$315 for the Actor, \$378 for the Stage Manager; Tier II minimums are \$420 for the Actor, \$504 for the Stage Manager; Tier III minimums are \$536 for the Actor, \$643 for the Stage Manager. In cases where the engagement is one week or less the applicable minimum is \$50 more. (See Tier Table)

*Equity establishes minimum salaries only and encourages Actors and their employers to negotiate above these minimums whenever possible.*

**How much do I pay for overtime?** Overtime is \$13 per half hour or part thereof. If the 12-hour rest period is invaded, overtime is \$22 per half hour or part thereof. (See Tier Table)

**How about per diem?** Minimum per diem is \$25 for all out-of-town Actors. (See Tier Table)

**When do I pay the Actor?** Salary and per diem are paid weekly, no later than the evening of the Thursday of that week's work.

**What is an Equity Work Week?** The Equity work week runs from Monday through Sunday. The first week of rehearsal may be pro-rated, 1/6<sup>th</sup> of contractual salary for each day, if the Actor's first call is late in the week. (The health insurance contribution may not be pro-rated.)

**What about pay stubs?** Whether paid by check or by cash, the Actor must be issued a record of gross salary; an itemization of extraordinary payments (overtime, clothing rental, etc.), itemized deductions, and net salary for his records.

**How much are the pension and health payments?** Contributions on the Actor's behalf to the Equity-League Pension and Health Trust Fund are made by the employer. These contributions are not deducted from the Actor's salary. The pension contribution is 8% of the Actor's gross salary. The health contribution is \$150 under Tier I, \$165 under Tier II, \$167 under Tier III, and is paid per Actor per week or any part thereof. (See Tier Table) These contributions provide medical insurance and help accrue pension credits for the Artist. (Copies of the plans are available upon request.)

**What about Working Dues?**

Currently, 2.25% of the Guest Artist's total gross salary must be deducted and forwarded to Equity as the Actor's dues obligation to Equity. It is not a cost borne by you.

### 7. How many hours and performances per week are allowed?

**Rehearsal Week Hours.** Prior to the first public performance, the total work week including performance, rehearsals, costume calls, photos and classes shall be no more than 25 hours per week under Tier I, 32 hours under Tier II, 42 hours under Tier III. (See #6 Overtime & Tier Table)

**Performance Week Hours.** After the first public performance, the total work week including performances, rehearsals, costume calls, photos, and classes shall be no more than 15 hours per week under Tier I, 22 hours under Tier II, 32 hours under Tier III. (See #6 Overtime & Tier Table)

How many performances per week are permitted? Tier I allows for a maximum of three per week. Tiers II and III allow for a maximum of five and eight per week, respectively. (See Tier Table) (One additional performance per week beyond the weekly maximum may be scheduled under Tiers I, II, and III, 1/3, 1/5, and 1/8 of contractual salary, respectively, must be paid for such additional performance.) In no event may there be more than five performances in any three consecutive days.

What is the span of day? The span of day is 7 out of 8 1/2 consecutive hours under Tier I, 7 out of 10 under Tier II, and 7 out of 12 under Tier III. (See Tier Table) There may be no less than a 12-hour rest period between the end of employment on one day and the beginning of employment on the next day. (See #6 Overtime & Tier Table)

**8. Days off?** Two scheduled full days off in each week, which need not be consecutive, are required under Tier I, one scheduled full day off each week is required under Tiers II and III. (A full day off is one which is free of rehearsals, performances and/or teaching responsibilities *and* is 24 hours, in addition to the 12 hours required at the end of each day.)

**9. Do I provide housing for the Actors?** Out-of-town Actors are provided housing at no cost to the Actor. Each Actor is provided a single, private bedroom. (If you cannot provide the accommodations, you must consult with Equity prior to issuing contracts.) An Out-of-town actor is any actor who's home address, as listed with Equity, is fifty (50) miles or greater from the theatre.

**10. What about transportation?** For out-of-town Actors, the Producer provides round-trip transportation in the form of an airline ticket or cash at least three days before the Actor's departure for the place of engagement. All transportation costs, including taxis, baggage handling and gratuities, must be paid by the Producer.

**11. What about local transportation?** If local transportation is necessary from the Actor's residence to the theatre, the Producer provides this transportation.

**12. OK, I'd like to hire an Actor. What do I do now?**

> Complete an Application. Once a Guest Artist has agreed generally to the terms of employment, the Producer or the institution must contact Equity to secure permission to engage the Actor. The employer must describe the theatre organization and proposed production by completing the *Guest Artist Agreement Application* (Attached). This application should be sent to Equity as far in

advance of the visiting Actor's reporting date as possible.

**The Actor's employment may not begin until Equity has issued and received the properly executed contract.**

> Hold Auditions. (See #3 above.)

> Secure the Checks. Once the commitment has been made to hire the Actor and permission from Equity has been granted, requisition for payment should be made by the appropriate fiscal representative in sufficient time to draw the necessary checks. Special attention should be given to this by colleges and other operations where there is no weekly payroll. (See #5 and #6 above.)

To whom and for what do I make out the checks? In lieu of a security deposit or bond, which is customary in the theatre, you must post with Equity four (4) certified, cashier's or university checks or money orders:

(1) Actor's Paychecks. The first two checks are the final two paychecks for the Actor, made payable to the Actor in the *net* amount, one check for each week. (Equity holds these checks and remits them to the Actor during the final two weeks of employment.)

(2) Pension & Health Check. The third check is payable to the Equity-League Pension and Health Trust Fund to cover the total pension and health contributions.

(3) Working Dues Check. The fourth check is payable to Actors' Equity Association, in the current amount of 2.25% of the Actor's total gross salary, to cover the Actor's working dues obligation.

Then you'll send me the contracts? Upon receipt of the checks described above, Equity will generate and forward the contract to you for signing.

**13. I've received the contract.**

**How do I complete it?** You must sign the contract before the Actor. You and the Actor each get two copies — one to keep and one to file with Equity.

**14. Script, Rehearsal and Publicity Schedules, Videotaping.**

Once an agreement is reached, you should provide the Actor with a script and schedules for rehearsal and press obligations.

Publicity. Actors are not required to do publicity; however, the Actor may agree to do public relations with reasonable notice. Publicity may *not* include any performance of material from the production.

May I videotape the production? In most cases, no. It is necessary to consult with Equity prior to any taping or filming.

**15. What if I want the Actor to teach a class?** If the Actor is hired as an Actor/Teacher, the teaching responsibilities must be clearly defined by means of a rider. Also, the work week schedule must be in compliance with the Equity work week. Teaching, except for question-and-answer sessions for which no preparation is expected or required, is counted as two hours for each hour of work against the allotted maximum allowed under each Tier.

**16. I'd really like to have an Actor do another part, but I didn't include it on the contract. What do I do?** An Actor may not do additional work without agreement between the Actor and you, the Producer, and additional compensation. Additional work is defined as work not specified in the Actor's contract at the time of its signing. (Additional duties are contracted by rider with copies sent to the Actor and to Equity.)

**17. What about billing in the program?** All Actors provide a biography for the program, and changes by the Producer must be approved by the Actor before printing. All Actors engaged under the Guest Artist Agreement are listed on the title page or cast list page of the theatre's program with an asterisk (\*) next to their names. The asterisk refers to a program note which reads: "The Actor appears through the courtesy of Actors' Equity Association, the Union of Professional Actors and Stage Managers in the United States."

**18. What about costumes?** The Producer provides and maintains all costumes, including wigs, hats, beards, hairpieces, tights and hose, and properly fitted footwear. (Actor may agree to use items from their personal wardrobe, with a rental agreement set forth on a rider to the contract. Contact Equity for the appropriate terms and rider.)

**19. Dressing rooms?** The Actor is to be provided a private dressing room, if possible, and must have (or be in close proximity to) toilet facilities.

**20. Anything else?** The *Guest Artist Agreement* includes, by reference, all items contained in this guideline as an obligation and responsibility. All other rules will be mutually agreed upon between the employer and Equity. If unable to agree, Equity's decision will be final. Equity will make its decisions based upon, and by reference to, custom and usage in the industry as appropriate.

To obtain a copy of the *Guest Artist Agreement Work Rules*, contact your local Equity office or visit [www.actorsequity.org](http://www.actorsequity.org).

(Rev. 10/15/15)

## Tier Structure Highlights

	Tier I	Tier II	Tier III
Maximum Performances Per Week	3	5	8
Maximum Weekly Hours Before/After 1 <sup>st</sup> Public Performance	25/15	32/22	42/32
Span of Day	7 of 8 1/2 hours	7 of 10 hours	7 of 12 hours
Minimum Weekly Actor Salary	\$315.00	\$420.00	\$536.00
Minimum Weekly SM/ASM Salary	\$378.00	\$504.00	\$643.00
Engagement of 1 Week or Less	\$50.00 in addition to minimums listed above		
Overtime	\$13.00 and \$22.00 per 1/2 hour		
Health Contribution	\$150.00/Week	\$165.00/Week	\$167.00/Week
Pension Contribution	8% of salary		
Minimum Per Diem	\$25.00 per day (\$175.00 per week) for Out-of-Town Actors		
Additional Performance Payment	1/3	1/5	1/8

The following worksheet may be used to assist you in determining the compensation package for your production.

### Important!

- Applications may be mailed or faxed to the appropriate Equity office (see cover). Please submit as soon as possible. Upon receipt, you will be notified regarding the amounts needed to process your contracts. It may take a minimum of three weeks from the date your checks arrive at Equity to process your request, so please plan accordingly.
- No Equity actor or stage manager may begin rehearsals without having signed an Equity contract.
- Do **NOT** send checks until your application has been processed, approved, and you receive a permission letter.