

# **Actors' Equity Association**

## **AGREEMENT AND RULES GOVERNING EMPLOYMENT IN RESIDENT THEATRES**

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AGREEMENT made between Actors' Equity Association (hereafter called "Equity") and the League of Resident Theatres (hereafter called "LORT"), an association of non-profit regional theatres (hereafter individually called "Theatre").

#### PREAMBLE

WHEREAS it is the aim of the parties hereto to foster the artistic life of both the regional non-profit Theatre and the Actors who work in that theatre by establishing methods of operation to which the individual theatres and Actors subscribe in a collaborative and mutually beneficial relationship, as expressed in a statement of agreement between professionals of Equity and the artistic entities known as LORT Theatres, and

WHEREAS, the spirit of this Agreement seeks the best climate for the creative work of the Actor, and requires that the interpretation of the guidelines therein be made in good faith in the best interests of the creative community and the exercise of the artist's craft within that community,

NOW, THEREFORE, it is mutually agreed as follows:

#### RECOGNITION

The Theatre agrees to recognize Equity as the exclusive bargaining representative of all the Actors (Principals, Chorus and Extras), Stage Managers and Assistant Stage Managers employed by the Theatre, for the purpose of collective bargaining and the administration of matters within the scope of this Agreement.

#### RULES GOVERNING EMPLOYMENT

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

(A) Nothing contained in any employment contract signed by any member of Equity shall be construed so as to interfere with the carrying out of any obligation which a member owes to Equity by virtue of his membership, and the Theatre 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 the Council of Equity, or orders of its authorized executives, but will require the Actor to do and/or assent to the Actor doing any and all acts required by the foregoing.

(B) The Theatre further agrees that it has notice:

(1) That the Associated Actors and Artistes of America is a voluntary Association (hereinafter referred to as "4 A's") 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) That Equity deriving its charter from the 4 A's is in turn subject to the Constitution, By-Laws, orders, rules and regulations of the 4 A's and the American Federation of Labor-Congress of Industrial Organizations.

(3) That the Actor is directly subject to the Constitution, By-Laws, rules, regulations and orders of the 4 A's, and the Theatre agrees that it will not require

- Rule 1. ACTOR'S OBLIGATION TO EQUITY
- Rule 2. AGENTS
- Rule 3. ARBITRATION

the Actor to do any act or thing forbidden by the Constitution or By-Laws of the 4 A's or by its rules, orders or regulations.

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

(C) Nothing contained in this Rule shall, however, require the Theatre 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 Theatre which are not specifically set forth in the Equity-LORT Agreement and Rules Governing Employment in Resident Theatres or in any of the individual agreements made with Actors consistent herewith.

## 2. AGENTS.

(A) Permit Holding. The Theatre has notice that if the 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 Theatre contact the Actor directly and agree with him as to the salary and part, the Theatre 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 will notify the Theatre accordingly, and the Theatre agrees to indemnify the Actor and hold him harmless from any such claim.

(C) Agents Acting as Casting Consultants or Packagers.

(1) Any agent who acts as an agent for a Theatre, either as a casting consultant or otherwise, with or without fee, does not, if the Actor secures employment through him, represent the Actor in securing said employment and is not entitled to commissions therefor from the Actor.

(2) The foregoing paragraph likewise applies in any case where the agent acts as a Packager, either on behalf of a Theatre with or without fee, or on his own behalf.

(D) Chorus Commissions Prohibited. Actors engaged under a Chorus contract or performing as Chorus shall not pay commissions to any agent, except in accordance with the existing Equity Agency Regulations.

## 3. ARBITRATION.

(A) Any controversy arising from the application or interpretation of this Agreement or affecting the relationship between any Actor or Equity and any Theatre or LORT, including disputes as to the existence or validity of any employment contract, shall be submitted to arbitration. Equity and LORT shall, however, endeavor to exert best efforts to hold in New York arbitrations involving issues of contractual interpretation or for which the facts can be stipulated. The issue of 'best efforts' shall not itself be arbitrable.

(B) Before proceeding to arbitration, either party may submit the dispute for review and possible resolution by a Grievance Committee comprising four individuals designated by Equity and four individuals designated by LORT. The Grievance Committee shall convene quarterly in New York City and shall consider the grievances then pending between the Parties. The four individuals designated by Equity and the four individuals designated by LORT shall each have one vote in the aggregate. Two votes shall be necessary to resolve any dispute. Should the Grievance Committee fail to resolve the dispute, either party may submit the same to arbitration. Notwithstanding the foregoing, either Equity or LORT may decide to waive the grievance procedure and proceed directly to arbitration.

(C) In Chicago, Los Angeles and San Francisco, the arbitrator shall be designated in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

(D) In New York, a permanent board of four arbitrators, mutually acceptable to Equity and LORT, shall be selected to hear and determine disputes. Each arbitrator shall hear such disputes on a rotating basis; however, in the event a member of the board is not available to hear a dispute in his proper turn, the next board member shall be substituted.

(1) The permanent board of arbitrators shall serve for the duration of the Agreement unless either party, 30 days prior to an anniversary date of the Agreement, requests the removal of any arbitrator by notice in writing to the other party and to the arbitrator. In such event or in the event an arbitrator should resign or for other reasons be unable to perform his duties, the arbitrator's successor shall be chosen by mutual agreement of the parties.

(2) Until such time as a permanent board of arbitrators is agreed upon by the parties or in the event that at any time no arbitrator who is a member of the board is available, an arbitrator shall be designated in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

(E) 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.

(F) The expenses of the arbitration, including the compensation of the arbitrator, shall be shared equally by Equity and the Theatre.

(G) Nothing herein shall be construed to give the arbitrator the authority to alter, amend or modify any of the provisions of this Agreement.

(H) Equity shall act on behalf of the Actor in any arbitration proceedings and in accordance with Equity's Constitution and By-Laws. No Actor is authorized to commence any arbitration proceeding except with the consent of Equity. LORT shall act on behalf of the Theatre in any arbitration proceedings, unless LORT's Executive Committee shall decline to have LORT represent the Theatre, in which event the Theatre may represent itself. Notwithstanding, copies of all demands, notices, and correspondence pertaining to any and all arbitrations, whether LORT represents the Theatre or not, served by Equity upon

Rule 3. ARBITRATION

Rule 4. AUDITIONS OR INTERVIEWS (PRINCIPAL)

the Theatre shall also be served upon LORT's Counsel. Similar service by the Theatre or LORT shall be made upon Equity.

(I) The Council of Equity and the LORT Executive Committee each has the right on behalf of its respective constituency to determine the interpretation of the Agreement which shall bind their respective organizations and members.

#### **4. AUDITIONS OR INTERVIEWS (PRINCIPAL).**

(See also Rule 37(E), Chorus Auditions and Rule 24, Equal Employment Opportunity, Discrimination and Non-Traditional Casting.)

(A) In order to promote equal employment opportunity, the Theatre agrees to hold auditions or interviews for principal performers. The following conditions shall apply:

(1) Among the auditions or interviews held for principal performers, there shall be auditions or interviews for Equity performers.

(2) The Theatre is under no obligation to hire any person pursuant to any audition or interview procedure including the procedure for Equity performers set forth below.

(B) General provisions.

(1) The Theatre shall, in its casting notices, state whether all roles are understudied, some roles are understudied or no roles are understudied (see Rule 70(A)).

(2) When a role to be cast depicts a character with a specific disability, the Theatre agrees to include this information in the casting specifications so that performers with similar disabilities may be informed of the opportunity to audition for the role.

(3) When a deaf performer is sought or a deaf character is being cast during an Equity Principal Audition/Equity Chorus Call, the Theatre shall provide a qualified interpreter(s) for the deaf (i.e., an interpreter qualified or certified in sign language or oral interpretation).

(4) All audition material provided by the Theatre shall be available upon request to performers who are blind or have low vision, at a place to be designated by the Theatre, at least two business days in advance of the audition.

(5) When auditions are held in premises that are not architecturally accessible, the Theatre, upon two business days notice by either Equity or a performer with a mobility disability who wishes to audition, shall arrange for an accessible facility for the performer's audition.

(6) An individual with casting authority (i.e., one who can effectively recommend performers for employment by the Theatre) must be present at all times during auditions/interviews.

(7) Equity and the Theatre agree that personal information (including but not

#### Rule 4. AUDITIONS OR INTERVIEWS (PRINCIPAL)

limited to contact information) provided on an Actor's headshot or resume is provided in confidence and is to be used solely for casting purposes (e.g., setting up callbacks, providing audition material, making offers of employment). The Theatre shall not use this private information for the purpose of marketing and/or advertising or for unsolicited contact of a personal nature and shall notify contractors of same.

#### (C) Equity audition or interview provisions.

(1) All auditions shall be conducted live. However, if the Theatre requests to see a performer who is unavailable to audition, the performer may agree to be auditioned by recorded means. Additionally, though Equity and LORT are committed to the belief that auditions must be done live, should a key member of the creative team not be able to attend an Equity callback for a specific Principal role, Principal understudy assignment, or a Chorus part or specialty, Recording of Equity performers shall be permitted, provided:

- (a) Any resulting recording shall only be used internally for casting purposes;
- (b) The recording shall not be released in any medium;
- (c) The Actor and Equity shall receive no less than 24 hours' notice that the audition will be Recorded;
- (d) There will be at least one person with casting authority in attendance at the recording; and
- (e) After the stated purpose has been accomplished, but no later than 30 days from the date of the recording, the recording shall be destroyed, with written certification to Equity, signed by the Theatre, that no copies were made or retained in any format.

#### (2) Principal Audition/Interview Day Requirements.

(a) Each Theatre shall hold at least one day of EPAs for all productions in the season during each year of this Agreement. If a musical is planned in the season, an accompanist shall be required. If there is only one musical in the season and that musical is fully cast from a LORT or a non-LORT theatre, no accompanist shall be required. These Principal Audition/Interview days may be held in either an Equity office city, San Francisco, or a liaison city; however, at least one day over the term of this Agreement shall be held in the Theatre's Regional Equity Office city. A Theatre resident in one of the cities listed in section (3)(c) below may not fulfill its requirement by holding auditions in its resident city.

(b) These auditions shall be held following the announcement of the season, but in no event later than the first day of agent/invited auditions.

Rule 4. AUDITIONS OR INTERVIEWS (PRINCIPAL)

(c) A Theatre that does not intend to schedule any auditions outside of its greater metropolitan area will be relieved of the required Principal Audition/Interview days required in paragraph 4(C)(2)(a) above, provided the Theatre submits a letter of intent to the regional Equity Auditions Dept. following the announcement of the season. If agent/invited auditions are held outside the Theatre's greater metropolitan area, the Theatre shall hold the Principal Audition/Interview day required in paragraph 4(C)(2)(a) above.

(d) A Theatre may hold production-specific EPAs prior to the announcement of the season. Holding one or more production-specific EPAs shall not relieve the Theatre of the seasonal EPA requirement in Rule 4(C)(2), unless the Theatre holds a production-specific EPA for each production in the season.

(3) The following provisions are applicable to any and all auditions:

(a) The Theatre shall provide a piano/keyboard and an accompanist who can sight read for all Musical Auditions at which the performer is required to sing and/or dance.

(b) No more than three LORT Theatres may group together on any one Principal Audition/Interview day at any one place. A single casting director or casting consultant may not represent more than three Theatres on any one Principal Audition/Interview day at any one place. (See Rule 4(E) Local Auditions also.)

(c) In addition to New York, Chicago and Los Angeles, Principal Auditions/Interviews may, when permitted by this Rule 4(C), be held in any of the following cities:

- Atlanta, GA
- Austin/San Antonio, TX
- Boston, MA
- Buffalo/Rochester, NY
- Cincinnati, OH/Louisville, KY
- Cleveland, OH
- Dallas/Fort Worth, TX
- Denver, CO
- Detroit, MI
- Houston/Galveston, TX
- Kansas City, MO
- Las Vegas, NV
- Miami, FL to West Palm Beach (South Florida)
- Milwaukee/Madison, WI
- Minneapolis/St. Paul, MN
- Nashville, TN
- Orlando, FL (Central Florida)

Rule 4. AUDITIONS OR INTERVIEWS (PRINCIPAL)

Philadelphia, PA  
Phoenix/Tucson, AZ  
Pittsburgh, PA  
San Diego, CA  
San Francisco, CA  
Seattle, WA  
St. Louis, MO  
Washington, DC/Baltimore, MD.

(d) Such auditions or interviews shall take place within a span of seven out of nine consecutive hours on each day.

(e) Each Equity performer will have up to three minutes to audition using material of the performer's own choice within categories set by the Theatre unless the Theatre provides sides. Stage Managers shall be interviewed. Actors shall be interviewed at the Actor's option.

Theatre agrees that all Actors scheduled to be seen before the announced meal break will be seen before the meal break is taken; similarly, all Actors scheduled to be seen in the last hour of the audition day will be seen before casting personnel leaves for the day.

Callback auditions shall not be held during this time but may be scheduled for a future date.

(f) Casting Notice. Not less than two weeks prior to any scheduled Principal Audition/Interview for Equity performers, the Theatre shall submit a casting notice and Stage Manager job notice to the Equity Auditions Department/Office for the Equity region in which the auditions are to be held. If the auditions are being held for a season, this notice shall contain a list of all of the upcoming season's plays, directors, casting director or casting consultant(s), specifying the name(s) and title(s) of personnel who are expected to attend the Principal Audition, list of parts not cast (for a new play include character descriptions) and first rehearsal dates, if known. If the auditions are being held for a specific show, this notice shall name the show, director, casting director or casting consultant(s); include a list of parts not cast (for a new play include character descriptions); and provide the first rehearsal date, if known. Any information not available at the time of the foregoing will be supplied when known. Theatres shall provide an address and the name and/or title of the individual to whom performers and Stage Managers may send their pictures and/or resumes to the Theatre. **This casting notice shall also include the date(s), location(s) and times of the auditions, as well as names of any other Theatres (if known) attending.**

Rule 4. AUDITIONS OR INTERVIEWS (PRINCIPAL)

(g) Auditions/Interviews shall be limited to three in number for an Equity performer. Thereafter, the Theatre shall pay the performer a fee of \$25.00, plus transportation, for each of the fourth, fifth, and sixth Principal Auditions/Interviews and 1/6<sup>th</sup> of the Theatre's minimum salary plus transportation for each additional Principal Audition/Interview.

(4) Self-Submissions. When agent submitted auditions for a production are held in an Equity office city, the Theatre shall send a photo and resume request to the Equity Auditions Department in the city in which the auditions are scheduled no later than two weeks prior to the scheduled audition date. The notice shall include all roles available and fully-developed character descriptions of those roles similar to those submitted to agents. From these submissions, the Theatre agrees to schedule a minimum of five Actors or one Actor per available role, whichever is greater. A list of Actors so scheduled shall be sent to the Equity Auditions Department.

(D) The Theatre shall make best efforts to see performers who may be visiting the city where the Theatre is located.

(E) Local Auditions.

In addition to section (C) above, each Theatre shall hold auditions for local performers. Local performers shall have preference for local auditions. If a musical is scheduled within the Theatre's season and the Theatre holds either a seasonal required audition day or a production-specific required audition for the musical, the Theatre shall provide a piano/keyboard and an accompanist who can sight read. The following conditions for local auditions shall also apply:

(1) Except as specified in section (E)(2) below, each Theatre resident in an Equity office city shall hold two days of local auditions each contract year for local Equity performers in its home city. At the Theatre's option these auditions may be for the entire season (in which case they shall be held following the announcement of the season but in no event later than the first day of agent/invited auditions) or they may be production specific (in which case they shall be held prior to any Theatre-invited or agent submitted auditions).

(2) "A," "B+" and "B" Theatres in New York, Chicago and Los Angeles/Orange County shall hold two days of local auditions each contract year, which shall be production-specific. These auditions shall be held prior to any Theatre-invited or agent submitted auditions. The Theatre shall provide appropriate sides for plays. Sides shall be submitted to the appropriate Equity Auditions Department/Office at least two business days prior to the audition.

(3) Theatres not resident in an Equity office city (i.e., New York, Chicago or Los Angeles) shall hold two days of local auditions each contract year following the announcement of the season. These required Equity auditions shall be held for all available roles in the upcoming season. In no event shall the first day be held later than the first day of agent/invited submission auditions. However, if all appointments or available slots are not filled on the first scheduled day, and

#### Rule 4. AUDITIONS OR INTERVIEWS (PRINCIPAL)

provided the Theatre has not scheduled appointments for the second day, the Theatre shall not be required to have a second day of auditions in its greater metropolitan area in that contract year. If a second day is required, it shall be held within 45 days of the first day.

(4) Local or Regional Combined Auditions. The Theatre may fulfill one of the two required local Equity audition days by attending combined auditions where more than three Theatres are grouped together (consortiums), provided the following conditions are met:

- (a) Liability insurance covering all performers participating in the combined audition must be provided;
- (b) Equity members may not be charged any fees and may not be required to join any organization as a condition of participating in the combined auditions;
- (c) At least 50% of audition slots at the combined auditions must be available to Equity members;
- (d) The Theatre must be represented by the Theatre's artistic director, associate artistic director, or casting director at all times when Equity members are auditioning;
- (e) Theatre may not discourage or forbid Equity members who audition at the combined auditions from auditioning at any of the individual Theatre's other required auditions;
- (f) If the Theatre has a musical scheduled in its season, an accompanist who can sight read and a piano must be provided; and
- (g) At least two weeks prior to the combined auditions, the Theatre shall send a casting notice announcing the Theatre's attendance at the combined auditions to its regional Equity Auditions Department/Office. The notice must include:
  - (i) The upcoming season's productions;
  - (ii) Project rehearsal and performance dates;
  - (iii) Authors, directors, choreographers, and musical directors to the extent that these have been decided;
  - (iv) Equity roles available including full character description(s) for new and obscure shows;
  - (v) The name of the artistic director, associate artistic director, or casting director with casting authority who will be in attendance;
  - (vi) The Theatre's mailing address; and
  - (vii) There is no limit to the number of LORT Theatres that may attend such a combined audition (consortium).

Rule 4. AUDITIONS OR INTERVIEWS (PRINCIPAL)

Rule 5. BAGGAGE

(5) The Theatre is under no obligation to hire any person pursuant to any local audition procedure including the procedure for local Equity performers set forth below.

(6) Equity local audition provisions.

(a) At least two weeks in advance of each required Local Equity Audition, the Theatre shall send a casting notice to its regional Equity Auditions Department/Office containing all casting notice information required in 4(C)(3)(f) above.

(b) Each day shall be no less than seven hours, unless there are insufficient requests for appointments to fill the time.

(c) There shall be an appointment sheet with a minimum three-minute time slot for each Equity performer. A local Equity performer may set up an appointment; additionally, the Theatre may call local Equity performers to schedule appointments. However, the Theatre may not pre-schedule more than 75% of the time slots in this manner. Once these appointment sheets have been filled, the Theatre shall keep a waiting list in case of cancellations.

(F) Additional Provisions for Equity Principal and Chorus Performers.

(1) When Equity Auditions are held, the Theatre shall provide:

(a) A room, other than the audition room, which shall have seats and open space where the Actor may wait and/or warm up for the audition.

(b) An audition room, changing room and/or waiting room, which is properly lighted, ventilated and heated (when necessary) during inclement or cold weather to at least 68 degrees Fahrenheit.

(c) Bathroom facilities must be available to performers waiting to audition. Wherever possible, access to these facilities should be separate from the room in which auditions are being held.

(d) Where the Theatre has exclusive control of the interview, audition or waiting room, smoking shall not be permitted.

(2) Liability Insurance. The Theatre shall provide liability insurance to cover all Actors at Equity Auditions and Interviews.

**5. BAGGAGE.**

(A)

(1) The Theatre shall pay for the transportation of the Actor's baggage and/or effects for personal use while employed at the resident theatre in accordance with the following terms:

(a) At the start of the engagement – up to 300 pounds for each Actor, plus 100 pounds for each dependent (maximum combined total not to exceed 600 pounds).

(b) At the end of the engagement – not more than an additional 100 pounds over the weight at the start of the engagement, not to exceed 300 pounds (maximum combined total for Actor and dependents not to exceed 600 pounds).

(c) Seasonal Contract. At the start of the engagement - where employment is anticipated for 26 weeks or more, the baggage allowance shall be 500 pounds for each Actor, plus 250 pounds for each dependent (maximum combined total not to exceed 1500 pounds).

At the end of the engagement - not more than an additional 100 pounds over the weight at the start of the engagement not to exceed a combined total of 500 pounds plus 250 pounds for each dependent (maximum combined total not to exceed 1500 pounds).

(d) Checked Baggage. An Actor traveling by air may check up to two bags weighing not more than 50 pounds each. Accordingly, the weight limits set forth in Rule 5(A)(1)(a),(b),and (c) shall be reduced by 50 pounds if one bag is checked and by 100 pounds if two bags are checked. This reduction in weight allowance will be 50 pounds per bag regardless of whether a checked bag reaches the 50-pound maximum. The Actor shall be responsible for any charges associated with checking more than two bags or with checking any bag weighing more than 50 pounds.

(2) The method of shipment shall be determined by the Theatre and shall be specified in the contract.

(3) The Theatre shall be responsible for getting the Actor's shipped baggage into and out of the Actor's housing at the beginning and end of the Actor's employment, and if the Theatre requires the Actor to move.

(B) The Actor shall be responsible for transporting his personal hand baggage to and from the station or airport in place of engagement. The Actor shall take the most reasonable and expeditious mode of transportation and the Theatre shall reimburse the Actor for the actual cost up to \$60.00 each way as set forth and itemized on a form which shall be provided by Equity for this purpose.

## 6. BILLING.

(A)

(1) The names of all Actors under Equity contract for the production currently in performance shall be listed in non-preferential order on the house boards in front of the theatre in letters no less than 1/2 inch in height wherever house boards are

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maintained and within the limitations of the existing facilities on said house boards.

(2) The Theatre agrees, in instances where there is no house board outside the theatre, to place one prominently inside the lobby.

(B)

(1) When a Principal Actor leaves a cast, his name and/or likeness (in photographs portraying three members or fewer) must be removed from all front-of-the-house boards and frames where the show is playing, as well as from all frames at other theatres. The removal shall be made prior to the first performance of the Principal Actor's successor. Should the Theatre fail to comply with this Rule within three days after the Principal Actor, his successor and/or Equity gives written notice of failure to remove the name and/or likeness, the Theatre shall pay the Principal Actor currently performing and the Principal Actor whose name and/or likeness has not been removed an additional 1/8<sup>th</sup> of their respective weekly salaries for each day that the Theatre has not complied with the Rule.

(2) In connection with all other advertising and display media under the Theatre's control, it shall exercise reasonable diligence in removing the name and/or likeness of the Principal Actor no longer in the cast.

(C)

(1) All provisions pertaining to billing of the Principal Actor shall be specific. If billing is contingent on the billing of any other Principal Actor, such contingency shall be clearly and succinctly set forth in the contract.

(2) Whenever a breach of a billing clause contained in an Actor's individual contract is claimed, Equity shall notify the Theatre in writing of said breach. If the breach is not corrected within seven business days of receipt of the written notification, except as provided below, the Theatre shall pay to the Actor a sum equal to 1/8<sup>th</sup> of the Actor's salary for each week that the breach continues beyond the seventh day. If the breach involves billboards, the time interval for correction shall be extended to two weeks. Exempted from this provision shall be posters on unpaid locations, commonly known as sniping. If the breach involves billing in a magazine or similar publication, and the Theatre does not correct an error in billing when notified seven or more days prior to the press deadline, it shall pay to the Actor a sum equal to 1/8<sup>th</sup> of the Actor's weekly salary. If the breach involves billing in a newspaper, and the Theatre does not correct an error in billing when notified 48 or more hours prior to the press deadline, it shall pay to the Actor a sum equal to 1/8<sup>th</sup> of the Actor's weekly salary.

**7. BINDING EFFECT OF AGREEMENT.**

(A) Agreements between Theatres and so-called "packagers," casting consultants, agents or manager's representatives shall in no way limit or reduce the Theatre's liability or responsibility to fulfill all terms and conditions of Equity contracts to which the Theatre is signatory.

(B) All contracts signed pursuant to these Rules are binding upon not only 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 control, and are hereby agreed to be adopted as their contracts by each of them.

**8. BLACKLISTING.**

(A) The Theatre and Equity both pledge themselves to prevent blacklisting. Opposition to blacklisting is not a controversial issue between the Theatre and Equity.

(B) Blacklisting for the purposes of this Rule shall mean the submission by the Theatre, directly or indirectly, to individual or group pressure, and/or the use of private lists, published or unpublished, of persons not to be employed in theatrical productions for reasons having no direct relation to their theatrical ability.

(C) If it is determined in an arbitration that a Theatre has blacklisted as defined herein, said Theatre agrees to pay to the Actor losing his employment as a result thereof, his full contractual salary for the duration of the contemplated engagement, plus a sum equivalent to the full contractual salary of his successor or successors, or \$1,000.00, whichever is the greater.

**9. BREACHES BY THEATRE.**

(A) Should the Theatre:

(1) breach an individual contract of employment, or any part thereof, or (2) breach or fail to abide by or conform to any rule which is a part of the employment contract of any Actor, or (3) make any false statement in connection with any employment agreement or regarding security, or (4) employ or have employed any Actor under any form of contract other than a standard form, or (5) be in default as to any employment contract with any Actor, or breach any such employment contract, past or present, or (6) in the future, breach any such employment contract, or (7) fail to give or deposit security at the time and in the form and amount required by Equity, or (8) otherwise breach or fail to live up to any contract of employment or Equity Rule, or (9) should any situation arise where, because of the act of the Theatre, or its fault or default, the Actor is released from his obligation to work, then in any of said events, the Actor may, Equity consenting, forthwith terminate his employment, and is released from his obligation to render services to the Theatre. In addition thereto, the Theatre agrees that it will pay the Actor forthwith, in full, for all services rendered by him, plus any other sums to which the Actor may be entitled by contract or by this

- Rule 9. BREACHES BY THEATRE
- Rule 10. BROADWAY DISTRICT
- Rule 11. CLAIMS

Agreement, and also, as liquidated damages, no present basis of calculation existing, a sum equal to two weeks' salary for Actors signed to Standard Resident Theatre Contracts, and for Actors signed to Seasonal Contracts, a sum equal to the Actor's salary multiplied by the number of weeks remaining under his guarantee of employment, calculated from the date when he ceased to be employed, but in no event less than two weeks' salary. Against said sum equal to two weeks' salary, no offset shall be allowed the Theatre for earnings of the Actor in a new or subsequent engagement. These provisions shall apply for each season contracted.

(B) Disputes as to the applicability of the foregoing paragraph shall be subject to the arbitration clause of this Agreement and neither Equity nor the Actor may finally determine any questions of violation or breach on the part of the Theatre, except as to violations of Rules 9(A)(4) and 9(A)(7). In the event of the Theatre's breach of Rule 9(A)(4) or 9(A)(7), 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.

(See Rule 48(E) for Changes in Cast)

(See Rule 52, Replacement of the Actor)

## **10. BROADWAY DISTRICT**

Any LORT Theatre that originates a production in, or moves a production to, a Tony-eligible house located in New York City in the Broadway District, an area bounded by Fifth and Ninth Avenues from 34<sup>th</sup> Street to 56<sup>th</sup> Street and by Fifth Avenue and the Hudson River from 56<sup>th</sup> Street to 72<sup>nd</sup> Street, shall be governed by the terms and conditions of the Production Contract.

In addition, if a LORT Theatre establishes a theatre in the Broadway District, which is Tony-eligible, Equity and LORT shall bargain in good faith in order to reach agreement on the terms applicable for said theatre.

## **11. CLAIMS.**

(A) Waiver or Release Not Permissible. Upon any claim of the Actor arising under his agreement through any breach thereof, no receipt, waiver, release or adjustment by the Actor is of any validity whatsoever, unless Equity consents in writing and the Theatre, by agreeing to this Rule, agrees that it will not seek or solicit any such waiver, release or settlement, nor offer the same in any arbitration or any proceeding in court unless Equity specifically consents in writing. In no case shall claims of Actors be handled or enforced by agents or attorneys of Actors unless same are consented to by Equity in writing.

(B) Time Limit in Lodging. Should the Actor deem that he has any claim against the Theatre under his contract, he shall present the same to Equity or to the Theatre within four weeks after the time when such claim shall have arisen unless he shall give to Equity

and to the Board of Arbitration a good and sufficient reason for any delay after such period of four weeks.

## 12. CLOTHING AND COSTUMES.

(A) The Theatre shall provide all costumes and clothing for all Actors, except modern conventional undergarments. Tights, hose, dance briefs, dance belts, dance bras, stockings, and all other “skin parts” shall be new when issued to the Actor for musical productions. The Actor shall be given a choice of brands of dance belts.

### (B) Shoes.

(1) The Theatre 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 Theatre 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 or nature of a specific character (e.g., sneakers in *West Side Story*; athletic shoes in *Damn Yankees*) and must 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 Theatre shall provide professional dance shoes at least one week prior to dress rehearsal.

The Theatre shall furnish pointe shoes with ribbons for all rehearsals and performances requiring pointe shoes. The Theatre shall furnish at least one pair of pointe shoes for each member of the cast called upon to dance in pointe shoes. New pointe 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.

(C) Knee Pads. Prior to any activity that would require knee and elbow pads and protective clothing, the Theatre shall furnish such items in clean and sanitary condition and these items shall be properly fitted (i.e., small, medium or large) for the exclusive use of the Actor for all rehearsals and performances. For musicals, when choreography requires knee work, such knee pads shall be new when issued.

(D) Make-up. The Theatre shall provide all make-up except ordinary and conventional make-up. If the Actor is required to use body make-up, the Theatre shall furnish clean cloth towels for the removal of such make-up (see Rule 54(C)(4)).

(E) Rental. No Actor shall rent or lend any wardrobe, wig or hairpiece to a Theatre for use in any production unless the terms of the rental, based on the schedule annexed to this Agreement, are stated in the Actor’s contract of employment or in a rider thereto. The agreed-upon payment shall be made to the Actor separate from but with the Actor’s weekly salary.

Rule 12. CLOTHING AND COSTUMES

Rule 13. COMPANY CATEGORIES

(F) Cleaning.

(1) Costumes or clothing used in a production shall be freshly cleaned when delivered to the Actor and all costumes, whether supplied by the Theatre or rented from the Actor, shall be cleaned thereafter whenever necessary. Spot cleaning, when required, shall be completed in time to allow at least four (4) hours for drying and airing prior to the half-hour call.

(2) Additionally, the Theatre agrees to pay the Actor the usual and customary rate(s) in each Theatre's resident city for the cleaning of rented garments used during the last week of the production.

(3) Stockings, shirts and other conventional "skin parts" of costumes and/or clothes shall be laundered or cleaned for each performance. Such items may be laundered or cleaned less frequently if the Deputy and Stage Manager agree. Laundered items shall be completely dry and delivered prior to the half-hour call.

(4) Costume parts that are damp due to perspiration shall be dry for each performance whenever practicable.

(G) Change of Hair Color. The Actor may not be required to change the color of his hair unless he agrees in writing. If he agrees, the Theatre shall pay the expense of changing the color and of its upkeep during the run of the engagement, and of the restoration to the original color at the close of the engagement.

(H) Change of Hair Style. The Actor may not be required to cut or change the style of his hair in any way, or to shave his head, unless he agrees in writing. He may, however, be required to let his hair grow, or he may be required to grow a beard provided he agrees in writing. If he agrees, the Theatre shall pay the original expenses and the expenses of the upkeep of said hair or hair style.

(I) Hairpieces and Wigs.

(1) Facial hair and hairpieces shall be freshly cleaned and properly fitted when delivered to the Actor. Further cleaning is required at least once every 24 performances. After cleaning, hairpieces must be dried and aired prior to issuance to the Actor. Lace on all beards, mustaches, and hairpieces shall be cleaned daily.

(2) Should the Actor and Theatre agree in writing to use the Actor's personal wig or hairpiece, the Theatre shall be responsible for the cleaning and reasonable upkeep of the wig or hairpiece during the engagement, provided, however, no rental fee or cost of upkeep shall be required to be paid by the Theatre for the Actor's personal wig or hairpiece if worn by the Actor at the time of audition.

**13. COMPANY CATEGORIES.**

(A) Effective June 30, 2014, each Theatre shall be categorized according to the schedule set forth below of certified, actual weekly box office gross receipts averaged over the Theatre's four fiscal years 2009, 2010, 2011 and 2012.

During the present term of this Agreement, the Theatre's category shall be based upon weekly actual box office receipts averaged over four complete fiscal years:

"B+"	\$170,000.00 and above
"B"	\$79,000.00 to \$169,999.99
"C"	\$55,750.00 to \$78,999.99
"D"	\$55,749.99 and below

No Theatre shall shift more than one category, up or down, in one year. No Theatre shall move in or out of the "A" Category.

The Theatre shall notify Equity of its fiscal year within 30 days of joining LORT. Within 30 days of the end of the Theatre's fiscal year, the Theatre shall provide Equity with its certified actual box office receipts.

(B) A Theatre changing or restructuring facilities shall shift its category when warranted by the normal calculation of its three-year average weekly box office gross.

(C) A Theatre which has either operated under another Agreement or has a financial history prior to using the LORT contract shall be categorized according to its average actual weekly box office gross over the three years prior to beginning its operation on a LORT contract. If the Theatre has had fewer than three years' history, its average actual weekly box office gross over that shorter period shall be used to determine its category for a period of two years.

(D) A Theatre which has not been in operation prior to using the LORT contract shall provide Equity with its projected average weekly box office gross as set forth in its Board-approved Budget for its first year of operation, and shall be categorized for its first season one category lower than its projected average weekly box office gross would indicate. At the end of its first season, it shall be categorized for a period of two years according to its first season's average actual weekly box office gross.

(E) Second Theatre. A second theatre shall be classified independently based on its own weekly actual box office gross as outlined in this Rule.

#### **14. CONTINUOUS EMPLOYMENT.**

(A) Continuous employment of the Actor is of 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 rehearsals and consecutive employment.

(B) Nothing herein shall limit or otherwise interfere with the Theatre's right to reengage an Actor at any time after the completion of an earlier engagement terminated in accordance with his employment contract, or impose on such Theatre any liability or obligation to said Actor with respect to any intervening period between the termination of the earlier contract and the inception of the subsequent contract of employment.

**15. CONTRACT.**

(A) Filing Contract. No Actor may begin employment unless a standard contract has been filed with Equity.

(B) One-Week Contract. A Theatre may engage a replacement Stage Manager or Assistant Stage Manager on a one- week contract. In an emergency, Theatre may engage an Actor on a one-week contract.

(C) One-Week and Pro-rated Experimental Theatre Contract. See Rule 57(C)(5).

(D) Determination of Classification. Equity has the sole right to determine whether an individual is correctly classified as a Principal, Chorus, Stage Manager, Assistant Stage Manager, Extra, Supernumerary or Supplemental Extra, and the Theatre agrees that Equity's determination shall be final.

(E) Signing Of. Unless a contract is signed concurrently, it must be signed by the Theatre first. The Theatre may, at the time it sends the contract to the Actor, notify the Actor in writing that unless the contract is signed and returned to the Theatre no later than three business days after the Actor receives it, the contract is null and void.

(F) Changes and Alterations. The Actor has no right or power to waive any of the minimum conditions set forth in the employment contract or these Rules without the written consent of Equity. Unless any and all riders, changes, alterations, waivers or substitutions from or under these rules made prior to, when or after the contract of employment is made shall have been consented to by Equity in writing, such riders, changes, alterations, waivers or substitutions, or any part thereof, are void, at the option of the Actor, Equity consenting. It shall be the duty of the Theatre, not the Actor, to submit proposed changes to Equity for its written approval by a duly authorized representative. The Theatre shall also be responsible for notifying the Actor personally of any proposed change or alteration to his contract, particularly in the matter of casting assignments. At the option of Equity, no riders, changes, alterations, waivers or substitutions rejected by Equity shall be admitted in evidence in any arbitration or by any tribunal for the disposition of any claim without the written consent of Equity.

(G) Completing Contracts.

(1) The Theatre agrees that all blanks, including opening date, name of part, salary and required date of arrival, will be filled in writing before signing or delivery.

(2) All plays must be specified in the Actor's contract along with the Actor's assignment in the plays which may be "As Cast" (for Seasonal Contracts, see Rule 56). If the entire season has not been set, the Actor may agree to appear in a play "To Be Announced." If additional productions are added to the contract, the Actor may agree to appear in these productions by mutual consent.

(3) If the Actor agrees to appear in a production "As Cast," the part assigned and performed at the first public performance shall be deemed the Actor's assignment for that production and may not be changed or added to without an

agreement in writing. (See also Rule 56, Seasonal Contracts.) Should the Actor's assignment be changed, no additional compensation will be required, but if the Actor is given additional assignments, he shall be compensated in accordance with Rule 55(Q).

(4) An Actor may be assigned no more than four job assignments (excluding bit parts and Fight Captain) in a production in which he may be performing. Job assignments may include performing parts, understudying parts or performing as Assistant Stage Manager, if permitted.

(5) Should any contract be signed more than two months in advance of projected starting date, such date may be listed as "on or about" with a three day grace period on either side of the date. The Theatre shall notify the Actor and Equity at least two months prior to the rehearsal date as to the exact starting date of his contract. If the Theatre fails to so notify the Actor and Equity, payments to the Actor start on the earlier of the grace period dates.

(6) All concessions or waivers granted to the Theatre shall be made known to the actors and Stage Managers at the time of audition, interview or initial contact, if feasible.

(7) The Theatre agrees to indicate on the face of the contract or in a rider the dates of an overnight tour, if known.

(8) The Theatre shall identify on the face of the standard employment contract the category of the stage(s) for which the Actor has been engaged.

(H) Quadruplicate Contracts. Immediately after entering into any employment contract, the Theatre shall file with Equity an exact quadruplicate copy thereof. Should it not do so, the Actor may at any time, Equity consenting, terminate the same without notice and the Theatre shall pay to the Actor such amount as he may be entitled to under the rules for a breach thereof.

(I) Attempted Breach.

(1) No Actor shall agree with a Theatre, employment agent, personal representative or other Actor, and no Theatre 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.

(2) Should any Equity member engage in such conduct, he shall be subject to such disciplinary action as the Council of Equity may determine.

(3) Should any Theatre be found by an Arbitration Tribunal to have engaged in such conduct, said Theatre agrees that such conduct on its part shall be a breach of its employment agreements with Actors, entitling any such Actors to recover from the Theatre, Equity consenting, a sum equal to two weeks' salary as liquidated damages, no present basis of calculation existing. The Theatre further agrees that upon such breach, its name may be posted on the Defaulting Managers List at Equity.

- Rule 15. CONTRACT
- Rule 16. DANCE CAPTAIN
- Rule 17. DEFAULTING THEATRES

(4) 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.

**16. DANCE CAPTAIN.**

(A) When there is choreography and/or musical staging in a musical production, a Dance Captain shall be required and paid from the first day of assignment (i.e., first day of employment as Dance Captain) but in no event later than the first day of rehearsal. If the Choreographer is in the production and serving as Dance Captain, the increment shall be paid as of the first paid public performance.

(B) In a dramatic production, when there is movement of such a nature that the maintenance of the musical staging does not fall within the normal duties of a Stage Manager or a member of the Theatre's artistic staff, a Dance Captain shall be assigned and paid from the first day of musical staging.

(C) An Actor performing the services of Dance Captain shall be paid no less than the following percentage of category minimum in addition to his weekly contractual salary:

	<u>Musical Productions</u>	<u>Dramatic Productions</u>
A	16%	10%
B+	15%	9%
B	15%	9%
C	12%	7%
D	12%	7%

Provision for payment shall be included in a rider to the Dance Captain's contract.

The Dance Captain, if known at the time of printing, shall be listed on the cast list page (see Rule 48(B)).

(D) The Dance Captain's hours may not exceed those set forth in Rule 37(F), Workweek.

(E) The Stage Manager is prohibited from functioning as Dance Captain.

**17. DEFAULTING THEATRES.**

(A) Any Theatre engaging any Actor represents that such Theatre 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 Theatre and Equity or any Actor, any breach of which remains unsettled or unliquidated. For the purpose of this paragraph, the subject matter of a dispute currently in arbitration, or for which a notice of arbitration has been given, shall not be deemed an "unsettled" or "unliquidated" breach.

(B) No Actor shall work or be required by any Theatre, without the consent of Equity, to work for any person, co-partnership, corporation, enterprise or group which has failed to abide by any arbitration award or, where permitted herein, any final determination of the

Council of Equity, or which, through failure to meet past obligations to Equity or its members, has been placed on Equity's Defaulting Managers List; nor shall any Equity member work for or be employed by anyone who is or has been connected, either as an individual proprietor, general partner, associate producer, corporate director or officer, or active stockholder with any defaulting management so specified, without the consent of Equity.

(C) Should a Theatre remain in default of salaries or other monies due a member or members for a period longer than one year, the Theatre agrees that 5% interest, compounded annually, beginning one year after the default and ending when the claim is paid, shall be added to and payable as part of said claim. If a member of Equity is adjudged by the Council of Equity or an Arbitration Tribunal to be in default to a Theatre, interest will accrue on said default in the same manner as above.

## **18. DEFINITIONS.**

(A) Actor. The term "Actor," as used in this Agreement, shall refer to and include Principals, Chorus, Stage Managers, Assistant Stage Managers, Understudies, Professional Theatre Interns, Supplemental Extras, and Extras on Equity contract but excludes Non-Professionals.

(B) Principal Actor. The term "Principal Actor" shall include any individual hired on an Equity Contract other than those individuals engaged on Equity Chorus or Equity Extra contracts, and/or engaged to perform Equity Chorus or Equity Extra work.

(C) Chorus. The term "Chorus," "Chorus member," "member of the Chorus," "Actor engaged on a Chorus contract" and "Chorus Actor" shall include any individual engaged on an Equity Chorus contract and/or individuals actually performing Equity Chorus work, as may be determined by Equity (see Rule 37(D)).

(D) Stage Manager and Assistant Stage Manager. The terms "Stage Manager" and "Assistant Stage Manager" shall mean any individual engaged on contract as a Stage Manager or Assistant Stage Manager, respectively.

(E) Extras. (See Rule 27, Extras.)

(F) Repertory. The term "Repertory," as used in this Agreement, shall be defined as a performance pattern consisting of a series of productions introduced at intervals throughout the season, some or all of which are maintained and repeatedly revived as a part of the Theatre's general program.

(G) Theatre. The term "Theatre" as used herein is the equivalent of the terms "Producer" and "Guarantor" appearing in Equity forms.

## **19. DEVELOPMENTAL WORK.**

(A) Theatre may use the Equity-LORT Stage Reading Guidelines (see page 135).

- Rule 19. DEVELOPMENTAL WORK
- Rule 20. DISCRIMINATION FOR UNION ACTIVITY
- Rule 21. DUES AND INITIATION FEES

(B) If an Actor has been engaged by a Theatre under the Equity-LORT Stage Reading Guidelines and is then employed under any subsequent combination of the Casual Employment Rider (see page 136) and/or the Experimental Theatre provision (see Rule 57(C)) for the same play for at least four weeks or 24 days (consecutive or non-consecutive), and the Theatre subsequently produces the play on a full LORT contract or any other standard Equity contract within a period of three years following the end of the Casual Employment and/or Experimental Theatre contract, whichever was later, the Theatre agrees either to make a *bona fide* offer to the Actor to perform the same role or function in the full contract production or to pay to the Actor an amount equal to three weeks' minimum salary under said subsequent Equity contract.

(C) If the Equity-LORT Stage Reading Guidelines are not used and an Actor has been employed by a Theatre under any combination of the Casual Employment Rider and/or the Experimental Theatre provision for the same play for at least five weeks or 30 days (consecutive or non-consecutive), and the Theatre subsequently produces the play on a full LORT contract or any other standard Equity contract within a period of three years following the end of the Casual Employment and/or Experimental Theatre contract, whichever was later, the Theatre agrees either to make a *bona fide* offer to the Actor to perform the same role or function in the full contract production or to pay to the Actor an amount equal to three weeks' minimum salary under said subsequent Equity contract.

(D) It is understood in calculating the formulas in sections (B) and (C) above that four consecutive days of work under a Casual Employment Rider shall constitute one week's employment.

(E) All obligations due to Actors hereunder shall be contingent upon the obligation being paid out of the Equity-LORT Subsidiary Rights Trust Fund.

**20. DISCRIMINATION FOR UNION ACTIVITY.**

The Theatre shall not dismiss or otherwise penalize any Actor for fulfilling his duties or obligations as a Deputy or an Equity member.

**21. DUES AND INITIATION FEES.**

(A) The Theatre shall deduct from the weekly salary of every employee who is, or may become, a member of Equity, as provided for in this Agreement, initiation fees and union dues, provided that the Theatre receives from Equity a proper authorization, agreed to and signed by the employee. (See also Rule 72, Union Security.)

(B) Any monies so deducted shall be held in trust by the Theatre for the benefit of Equity and delivered to Equity no later than 30 days following the date on which the deductions were made.

(C) Should the Theatre fail to deliver to Equity any and all monies so deducted within 30 days following the date on which the deductions were made, Equity shall assess a penalty of \$50.00 for each week of failure to deliver the monies so deducted.

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

(A) The Actor agrees to be prompt at all calls including but not limited to rehearsals, costume and photo calls; to appear at the theatre no later than 1/2 hour prior to the performance; to pay strict regard to make-up and dress; to perform his services as reasonably directed, and sustained by the Stage Manager, and to conform to the language of the script to the best of his ability; to properly care for his costumes and props; to respect the physical property of the production and the Theatre and to abide by all reasonable rules and regulations of the Theatre which are not in conflict with the provisions of this Agreement. Repeated lateness or other infractions of the Equity rules shall subject the Actor to disciplinary proceedings, in accordance with the Constitution and By-Laws of Equity.

(B) The Theatre shall have the right to require an Actor who is late for any call to make up the time of that call on overtime hours without compensation; if any other right is thereby invaded, the Theatre will be responsible for the applicable compensation unless the Actor waives said right.

## **23. ELECTRONICS.**

The Theatre shall instruct the audience prior to each performance to turn off all electronic devices such as beepers, cellular phones, and watches in two out of the following three ways:

- (a) through prominent placement in all programs,
- (b) by means of a public announcement, and
- (c) by means of a sign conspicuously and prominently posted in the theatre (sign shall be at least 8 by 10 inches in size with letters at least one inch in height).

## **24. EQUAL EMPLOYMENT OPPORTUNITY, DISCRIMINATION AND NON-TRADITIONAL CASTING.**

(A) Affirmation. 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. The Theatre agrees that the casting of all productions and the hiring of Stage Managers will be conducted in such a manner as to provide full and fair consideration to Actors of all ethnicities (including but not limited to African-American, Asian/Asian-Pacific American, Hispanic-American, Native American, and multi-cultural), women, seniors, and Actors with disabilities. Unless otherwise textually indicated, all parts/roles shall be open to all Actors without prejudice.

(B) There shall be no discrimination against any Actor or applicant for a part in a cast by reason of race, color, creed, gender, national origin, sexual orientation, age, disability, political persuasion, belief, marital status, or gender identity and/or expression. A claimed violation of this section, unless satisfactorily resolved between Equity and the Theatre, shall be submitted to arbitration. In the event the arbitrator determines that discrimination has been practiced, he shall have the authority to direct reinstatement or employment, as

Rule 24. EQUAL EMPLOYMENT, DISCRIMINATION

Rule 25. EQUITY-SPECIAL PROVISIONS

the case may be, and/or assess such monetary damages, not to exceed contractual salary lost, as in his opinion will make the Actor or applicant whole for such financial loss as he may have suffered by reason of said discrimination.

(C) The Actor shall not perform, other than in connection with hiring practices as covered by section (B) above, in any theatre or other place of performance where discrimination on the basis of race, color, creed, gender, national origin, sexual orientation, age, disability, political persuasion, belief, or marital status is practiced against any Actor or against any patron as to admission to or seating in such theatre or other place of performance.

(D) Non-Traditional Casting.

LORT and Equity recognize the need for expanding the participation of ethnic minorities (African-American, Asian-American, Hispanic-American and Native American), women Actors and Actors with disabilities in their artistic process.

Toward that end, LORT reaffirms its commitment to non-discrimination and a flexible, imaginative casting policy, known hereinafter as Non-Traditional Casting, in all its Theatres.

(1) Non-traditional casting shall be defined, for the purposes of this Agreement, as the casting of Actors with disabilities, Actors of Color (including but not limited to African-American, Asian/Asian-Pacific American, Hispanic-American, Native American, and multi-cultural), seniors, and women in roles where race, gender, age, or the presence or absence of a disability is not germane.

(2) LORT will encourage its members to actively solicit the participation of ethnic minorities and Actors with disabilities in the casting process. LORT Theatres will attach a statement of this non-traditional casting policy to their contracts with directors, choreographers and casting consultants.

(3) In furtherance of the foregoing policy, LORT recognizes that all roles where race, ethnicity, gender, or the presence or absence of a disability is not germane shall be open to non-traditional casting. Each Theatre shall include its non-traditional casting policy in casting notices and cast breakdowns to agents and casting directors.

(4) The Theatre will maintain for each production records of ethnic minorities, females and Actors with disabilities auditioned, interviewed and/or hired and will forward such records to Equity at the end of each season.

**25. EQUITY - SPECIAL PROVISIONS.**

(A) Special Power to Act for Actor.

(1) Equity may represent Actors in any dispute which may arise with the Theatre, 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.

(2) 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 his position or make his request or demand as the case may be, with all of the power and authority of the Actor himself, without liability to itself.

(3) In all cases where, by virtue of any employment contract, the consent or approval of Equity is required, Equity has and reserves full discretionary power in giving its consent to change, modify or limit rights of any Actor under his contract, said action to be taken on behalf of Equity in writing by either the President or Executive Director or one of the executives or members of the Legal Department especially authorized by either of said officers to act.

(B) Meetings; Privileges of Actors to Attend. The Theatre shall not require the services of the Actor for rehearsals (except in cases where dress rehearsals are being held or rehearsals on opening date) at any time when semi-annual, or scheduled or the special membership meetings as defined in the Constitution of Equity are being held. The Theatre shall be notified as soon as Equity's Council schedules such meetings but in no event later than two weeks prior to such meeting. Time off for this purpose shall not be counted as a part of that day's rehearsal.

(C) Oral and Written Interpretations. Oral or telephone rulings made by Equity are not binding upon Equity or, except with its consent, upon Actors. Written rulings or interpretations of the employment contract or this Agreement must be either approved or given by the President or Executive Director or one of the executives or members of the Legal Department specifically authorized by either of said officers to act, and shall be binding upon Equity only when said persons act within the powers delegated to them by the Council.

(D) Council Powers. Should there be any conflict between any rules or any basis for more than one interpretation as to the meaning of any of them, the Council of Equity has the right to determine the correct interpretation or resolve the conflict, and its decision shall be binding upon Equity and its members.

(E) Employment by the Theatre or operation of a company or companies by the Theatre, as such phrases are used in employment contracts, shall include employment or operation by the Theatre alone, or by any corporation or management, corporate or otherwise, which it controls or directs or has an interest in, either alone or in association with others.

(F) Deputies and Representatives. Deputies of Equity shall be permitted in each company. Duly authorized representatives of Equity shall have free access to the stage and to all Actors at all times, inclusive of rehearsals and performances. Sufficient time shall be set aside during the beginning of the rehearsal period for an Equity representative

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to conduct Equity business. Such time, when utilized for this purpose, shall not be counted as part of that day's rehearsal and shall not cause the Theatre to incur any penalties.

(G) Deputy Election. The Deputy election shall be conducted during a time in which there will be no interference with rehearsals.

## **26. EXCLUSIVE SERVICE OF THE ACTOR.**

(A) Except as otherwise provided for in the contract of employment, the Actor shall not accept any other engagement in the legitimate and/or musical comedy fields from the date of beginning of rehearsals and until the contract is lawfully terminated, without the written consent of the Theatre. The Actor shall not have the right to accept employment in television, motion pictures or other employment which conflicts with the fulfillment of his duties under his contract.

(B) If the Actor is playing a leading role in the production covered by said contract, he may enter into a written agreement to be annexed to said contract, agreeing not to accept any other employment and to render his services exclusively to the Theatre and not to render services to any other person or corporation without the written consent of the Theatre.

## **27. EXTRAS.**

(A) Definition. The function of an Extra is to provide atmosphere and background only. An Extra may not be identified as a definite character, either singly or within a group. An Extra may not speak except in omnes, may not dance, and may not sing (except with the consent of Equity in relation to a particular play). Extras may not be used in tours involving more than four overnight stays in any week.

(B) Extras Employed On Equity Contracts.

(1) In New York, Chicago and Los Angeles, "A" Theatres may only engage Extras employed on an Equity contract. The Theatre shall give Equity at least one week's notice of a call for Extras employed on an Equity contract.

(2) The minimum salary shall be no less than 1/2 the minimum salary for Actors as set forth in Rule 55.

(3) An Extra may not understudy.

(4) An Extra may not be rehearsed more than two weeks before the first paid public performance. If an Extra is called for rehearsal during the first two weeks after the opening, he shall receive an additional 1/8<sup>th</sup> of his weekly contractual salary for each day or part thereof employed in rehearsing. After these two weeks, Extras shall be paid in accordance with the overtime rate set forth in Rule 55(M).

(5) Extras shall be signed on Standard Form Contracts supplied by Equity which shall stipulate a one week notice for termination of contract.

(C) Extras Not Employed on Equity Contracts. Outside of New York and Los Angeles, “A” Theatres may use non-Equity Extras. “B+,” “B,” “C” and “D” Theatres may use non-Equity Extras who may understudy and their number shall not be counted in the non-professional ratio. These Extras may not be rehearsed more than 96 non-consecutive hours, in increments of not less than three hours, before the first public performance.

(D) Supplemental Extras.

(1) A Supplemental Extra may be identified as being of a general nature, i.e., the Sentry, the Doorman, the Mailman. Within a group of three or more, a Supplemental Extra may also be identified as a character for the purpose of adequately representing the nature of that group, i.e., a Sergeant with a group of soldiers, Townspeople differentiated as to profession and type of reaction within the group. Within a group, a Supplemental Extra may speak a single line, either fragmented to provide a realistic response or emerging singly but representatively from the group. A Supplemental Extra may not rehearse more than 120 non-consecutive hours, in increments of not less than three hours, before the first public performance for each production, and may understudy in “B+,” “B,” “C,” and “D” Theatres.

(2) Supplemental Extras may sing and dance in dramatic plays where professional execution of professional singing and dancing is not required.

(3) A list of Supplemental Extras shall be supplied to Equity prior to the commencement of rehearsals and Equity shall be notified of any additional Supplemental Extras assigned during the rehearsal process prior to the first paid public performance. This notification may be by telephone but shall be followed up by letter immediately. Once the show is in performance, Extras shall be reported on the weekly Pension and Health Benefits Report.

(4) Determination of a Supplemental Extra is subject to Rule 15(D).

(5) A Supplemental Extra may not be required to change makeup but may, however, make two costume changes. A Supplemental Extra may not tour, except in local tours.

(6) All Theatres may use Supplemental Extras except “A” Theatres in New York and Los Angeles, and their number shall not be counted in the non-professional ratio.

## **28. FORMS.**

Equity will forward to LORT copies of all new and/or changed forms in advance of their promulgation. No form, including Bond or Security Agreement, issued by Equity, regardless of its contents, shall modify, affect, change, alter or influence the text or meaning of any rule in this Agreement.

**29. HEALTH BENEFITS.**

(A) All "A," "B+," "B," and "C" category stages and "D" second stages operated by "A," "B+," "B," and "C" main stage Theatres agree to contribute to the Equity-League Health Benefits Trust Fund the sum of \$165.00 per week for each Actor and Professional Theatre Intern in its company for each and every week of employment during the period February 18, 2013, through February 15, 2015; and \$170 per week during the period February 16, 2015, through February 12, 2017.

(B) All "D" category main stages and "D" second stages operated by "D" main stage Theatres agree to contribute to the Equity-League Health Benefits Trust Fund the sum of \$155.00 per week for each Actor and Professional Theatre Intern in its company for each and every week of employment during the period February 18, 2013, through February 15, 2015; and \$160 per week during the period February 16, 2015, through February 12, 2017.

(C) These sums set forth in 29(A) and (B) above shall include Supplemental Workers' Compensation contributions (see Rule 31(A) and (B)).

(D) These monies shall be used to provide hospitalization and medical benefits for the Actor.

(E) The Theatre further agrees to be bound by the Agreement and Declaration of Trust establishing the aforesaid Health Benefits 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.

**30. HOUSING.**

(A) Housing, including room taxes and utilities, shall be provided at no cost to the Actor. Each Actor shall have a private bedroom. The Actor shall be advised at the time the job offer is made whether bathroom facilities must be shared. In addition, the Actor will be advised by rider whether bathroom facilities must be shared and whether the Actor is required to share housing with a member of the opposite gender.

(B)

(1) The Theatre shall provide, at no cost to the Actor, high-speed Internet access in the Actor's housing either via wireless or a portal (hook-up). The Theatre shall make best efforts to provide such access via wireless. When the Actor is housed in a hotel or other accommodations where Internet access is available for a fee, the Theatre shall reimburse the Actor for the expense of Internet access for so long as the Actor is housed in such hotel or other accommodations. The issue of "best efforts" shall not itself be arbitrable.

(2) In the event the Actor requests private, individual, local, non-toll telephone service in lieu of Internet access, the Theatre shall make best efforts to accommodate said request.

(C) Housing for Actors in residence eight days or more shall have access to cooking facilities. Cooking facilities shall mean a kitchen area with a refrigerator, stove with oven and a kitchen sink. If a Theatre cannot comply with the foregoing, the minimum requirements shall be a readily accessible refrigerator, microwave oven and accessories. Where building codes and landlord regulations prohibit compliance with this Rule, the Theatre shall provide such proof to Equity, and it shall be so noted at all auditions. The Theatre shall notify the Actor in a rider to his contract what specific cooking facilities will be provided. For those Theatres currently providing cooking facilities, there shall be no reduction in said facilities. Current and future members of LORT shall make best efforts to provide cooking facilities.

(D) The Theatre will ensure that there are accessible accommodations when an Actor with a disability is engaged.

(E) The Theatre warrants and guarantees that the living accommodations secured for the Actor will be clean, safe, secure and sanitary.

(F) All housing will have air conditioning or overhead or portable fans. The Actor shall be advised by rider if the housing does not have air-conditioning.

(G)

(1) The Actor shall not be obligated to live at any particular place, but shall have freedom of choice. The Theatre must supply Equity prior to the season and the Actor prior to the contract signing with child care information (see section (K) below) and information regarding housing facilities, including whether smoking and pets are or have been permitted, lease conditions, size of accommodations, distance from theatre, the nature of the furnishings (specifying whether air-conditioning is or is not provided) (see also section (J) below), security deposits, if any, and any special conditions which might be applicable including the types and numbers of pets situated in a private facility. This information in no way guarantees that these accommodations will be available to an individual Actor nor does it relieve the Theatre of its obligation to find suitable living accommodations for the Actor.

The Theatre shall make best efforts to locate and reserve suitable living accommodations for the Actor and his children, provided the Actor advises the Theatre of his intention to bring children at the time that he accepts the offer of employment.

The Theatre shall provide, if requested, current information on accommodations, if any, which accept pets.

(2) Should the Theatre find accommodations which require a security deposit, said deposit shall be advanced by the Theatre. Security deposits advanced by the Theatre may be deducted in equal weekly installments from the Actor's pay, the number of installments to equal the number of weeks the Actor is contracted to be on the Theatre's payroll. Should there be an earlier termination, the balance owing on the deposit shall be deducted from the Actor's final paycheck. The

Rule 30. HOUSING

Theatre shall make every effort to have the landlord inspect the premises as close as possible to the last day of the Actor's engagement or, if that is impracticable, shall make the inspection itself. Should the inspection reveal that no damage has occurred, the Theatre shall refund the deposit, in cash, to the Actor no later than the last day of the Actor's engagement. Should the inspection reveal damage, the deposit will be held by the Theatre pending settlement of the landlord's claim. If damage occurs subsequent to the inspection, but during the Actor's tenancy, the Actor shall be held fully liable. Should the Theatre find accommodations which call for a lease, the Theatre shall be responsible on a pro-rata basis for any unused portion except if the contract has been terminated by the Actor prior to the anticipated end of the engagement.

(3) In all cases where there is no available public transportation and no available suitable public dining and/or suitable living accommodations within 1/2 mile by normal transportation route to the theatre, the Theatre shall, at its own expense, furnish round-trip transportation to the Actor for all performances, rehearsals, and/or meals as the case may require. Said transportation shall be in a fully insured vehicle, operated by a fully licensed driver, and each Actor shall be provided with a seat in said vehicle. This transportation shall be furnished in such manner that the Actor will arrive at the theatre 1/2 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 1/2 hour after each performance and promptly after each rehearsal.

Special consideration shall be given to the transportation needs of elderly Actors and Actors with disabilities. Theatre agrees to address any Actor's reasonable concern about his safety when traveling to and from the theatre or rehearsal space after sunset.

(4) Public transportation shall not mean public conveyances for private hire such as taxis.

(5) It is agreed that where public transportation is available, the Actor should be able to return to his lodgings no later than one hour after he leaves the theatre.

(6) The Theatre shall provide round-trip transportation to diversified shopping facilities upon the Actor's arrival in town. Thereafter, in all cases where no suitable shopping facilities are available within 1/4 mile of housing, the Theatre shall provide round-trip transportation to shopping facilities once each week at posted times. This trip shall be to an area of diversified shopping, including bona fide supermarket, laundry facilities, hair care facilities and a licensed pharmacy.

(7) When suitable accommodations are available within two miles by normal transportation route, but the Actor elects to go beyond that area, then the Theatre shall not be obligated to furnish such transportation.

(8) It shall be the Theatre's obligation and responsibility to locate and reserve suitable living accommodations; and either to have the Actor met on his arrival in the town, or to instruct him in advance where to go on arrival.

(9) Should the Actor refuse a choice of reasonable accommodations within the provisions of this rule, the Theatre shall be relieved of any further obligation to the Actor with respect to housing accommodations.

(H) The securing of housing and transportation shall not be the responsibility of the Stage Managers and/or Assistant Stage Managers.

(I) The Theatre shall not be responsible for the room and board of relatives or pets.

(J)

(1) In order to facilitate the Actor's planning, the Theatre will provide the Actor, no later than one week prior to his arrival, with a description of the housing, including furnishings and appliances, that will be available.

(2) 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. Theatre shall make available irons and ironing boards.

(3) 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 fewer 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 also be furnished.

(4) Theatre shall provide an initial set-up of the following items in Actor's housing prior to Actor's arrival: toilet paper, paper towels, hand soap, dish soap, salt & pepper, sugar, coffee, tea, garbage bags, and sponge.

(K) Management shall provide the following information to the Actor who plans to bring his child to place of engagement: day care, baby-sitting services, pediatricians and suitable housing.

### **31. INJURY AND SUPPLEMENTAL WORKERS' COMPENSATION INSURANCE.**

(A) Workers' Compensation. The Theatre agrees to obtain and maintain Workers' Compensation Insurance coverage for all Actors in its employ.

(B) Supplemental Workers' Compensation Plan. The Theatre agrees to provide supplemental workers' compensation through a group policy administered by the Equity-League Health Benefits Trust Fund. Supplemental benefits are payable in addition to Workers' Compensation for an injury received in the course of employment. A schedule of benefits can be obtained at the Equity office. (See also section (A) above and Rule 29(C))

(C) LORT and Equity have agreed to establish a reporting protocol regarding all work-related illnesses, accidents and injuries.

- Rule 32. JUVENILE ACTORS
- Rule 33. LABOR-MANAGEMENT COMMITTEE
- Rule 34. LAWS GOVERNING
- Rule 35. MEDIA: RECORDING & BROADCAST

**32. JUVENILE ACTORS.**

(A) When an Actor under the age of 16 ("Juvenile Actor") is employed by a LORT Theatre, the Theatre agrees to establish a program in consultation with the Juvenile Actor's parents or guardian and school which will provide (A) the security and proper supervision of the Juvenile Actor to the satisfaction of the Juvenile Actor's parents or guardian and Theatre, and (B) the proper education of the Juvenile Actor to the satisfaction of the Juvenile Actor's parents or guardian, school and Theatre. A rider shall be attached to the contract outlining the program.

(B) The Theatre shall provide a person responsible for supervising all children under the age of 16 during the rehearsal period and, after the first public performance, from half-hour until the child is called for by a parent or guardian after curtain down. Such person shall not be assigned any other duty under the jurisdiction of Equity for that production.

(C) If tutoring is required when the Juvenile Actor(s) is rehearsing and/or performing on a "10 out of 12-" hour day, all such required tutoring must be held during the permitted rehearsal hours unless otherwise mandated by state law.

(D) Dressing Rooms. Theatre shall use best efforts to provide separate dressing rooms for male and female Juveniles, which shall be separate from the adult dressing rooms.

**33. LABOR-MANAGEMENT COMMITTEE.**

The parties agree that in order to facilitate an ongoing dialogue and address issues of mutual concern, a Labor-Management Committee consisting of staff and members of Actors' Equity Association and the League of Resident Theatres will convene at least four times per year during the term of the collective bargaining agreement.

**34. 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 State of New York, 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 in conformity with the provisions of such applicable laws.

(C) 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.

**35. MEDIA: RECORDING & BROADCAST.**

(A) Except as provided below, there shall be no televising, broadcasting, visual and/or sound recording, motion picture filming, video taping, other mechanical, electronic, or evolving digital means or other substantially similar current and evolving methods of recording (hereinafter "Recording" or "capture") 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.

(1) This Rule shall also apply to any Recording made within a period of 16 weeks following the final performance of the production.

(2) Recordings may not be used for note sessions with Actors, as a replacement for rehearsal, or to discipline Actors.

(B) Recording for Broadcast by a Non-Profit Educational Broadcast Station. A Recording, in whole or in part, of a production in which Actors are employed under the terms of this Agreement may be made for local broadcast by a non-profit educational broadcast station under the following terms and conditions:

(1) The Actor must give his consent in writing and Equity must be notified in advance.

(2) Each member of the cast (including Stage Managers) shall receive one week's salary at the applicable LORT minimum in addition to all compensation required under the appropriate SAG-AFTRA contract for such work, provided that such additional compensation shall not be less than that required under the SAG-AFTRA/EBC agreement.

(3) If the Recording takes place outside the theatre and the Stage Manager performs any services related thereto at the request of the Theatre, he shall, in addition to all other payments under this Rule, be paid an additional 1/6<sup>th</sup> of his weekly contractual salary for each day or part thereof so employed.

(4) Where the Recording occurs in the theatre, there may be no cast changes other than those which might normally occur during the course of the play's run. Where the Recording occurs outside the theatre, each Actor appearing in the theatrical production must be offered the same role for the Recording and may be free to negotiate terms and conditions under his agreement satisfactory to him, unless the Actor does not wish or is unable to appear in the Recording.

(5) In the event that during the run of the theatrical production more than one Actor has contracted for and appeared in a particular role (exclusive of Actors who may have appeared only in an understudy capacity) the employer shall be free to choose such Actor as he wishes for the Recording. In the event the Recording is produced outside the theatre and is altered in such fashion as to delete one or more roles, the Actors who had played such roles shall nevertheless be compensated in accordance with section (B)(2) above.

(6) Notwithstanding the work schedule permitted under the SAG-AFTRA agreement, the Actor must have no less than a two-hour rest period prior to the half-hour call at the theatre.

(7) Showing over additional outlets is prohibited unless the terms shall first have been negotiated and agreed to by the Theatre, Equity and the Actor.

Rule 35. MEDIA: RECORDING & BROADCAST

(C) Broadcast. Subject to the conditions listed herein, captured material of the production may be used as part of a feature story on the production, the Theatre, the arts or any of the artists connected with the production on international, national, state, and local news, arts and arts award broadcasts (provided the Actor is signed to the appropriate SAG-AFTRA contract when applicable), broadcast reviews of the production, talk and entertainment programs, community affairs broadcasts, community service programs, and media projects for people with disabilities. All of the foregoing shall include, but not be limited to, programs broadcast on radio, network and cable television, and the Internet.

Subject to the conditions listed below, capture may be made of rehearsals and performances for the uses listed above. Theatre may also capture interviews, backstage footage, other non-rehearsal/non-performance footage, and promotional and publicity events (together, "Additional Footage"), which must be voluntary.

(1) During a rehearsal:

(a) Starting with the first day of rehearsal through the official opening or one week following the first paid public performance, whichever is earlier, regularly scheduled rehearsals may be captured for up to four consecutive or non-consecutive hours per week over any three-day period. Any capture lasting less than one hour shall constitute a full hour block. In repertory companies, the four consecutive or non-consecutive hours apply per week, not per production.

(b) The Stage Manager shall file a report with Equity giving the time utilized for the capture. Said report shall be initialed by the Deputy(ies). Upon contemplation of capture during a rehearsal, the Theatre shall make every reasonable effort to give the cast 24 hours' notice.

(c) If the time of capture is changed, the Theatre shall notify the cast of such change and of the rescheduled time.

(2) At a Performance:

(a) An entire performance may be captured only by the Theatre, or a third party directly engaged by the Theatre provided the Theatre maintains ownership of all captured material. In the event the Recording is unusable, or there is a cast change, another Recording of an entire performance may be made.

(b) If possible, the cast must be given 24 hours' notice of the capture of an entire performance or any part thereof.

(c) The cast must be given notice at the half-hour call of the capture of an entire performance or any part thereof.

(d) No additional or altered lighting may be used. It is intended that in permitting such capture, neither the Actor nor the audience shall be disturbed in any manner.

(3) Additional Footage:

- (a) The Theatre's intent is to show the Actors in the best possible light.
- (b) The Actor's written permission is required at time of capture for costume fittings/changes and warm-ups. There may be no capture of nudity.
- (c) There is no time limit on the capture or use of Additional Footage.

(4) Provisions Applicable to both Performance and Rehearsal:

- (a) No more than 15 minutes of edited performance and/or rehearsal footage per production captured by the Theatre or a third party directly engaged by the Theatre shall be used. The edited footage/material **may** depict an entire scene or musical number.
- (b) A news organization or media company may only capture up to 30 minutes of rehearsal and up to 30 minutes of performance per production. No more than three minutes of edited performance or rehearsal footage that is captured by news organizations or media companies may be broadcast. Such broadcast may not depict an entire scene or musical number.
- (c) A Stage Manager signed to an Equity contract is required at every capture session.
- (d) For any violation hereof other than violations of unauthorized subsequent use of captured material, the Theatre shall pay one week's contractual salary or Production 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 Theatre or any third party.

(D) Non-Broadcast. Subject to the conditions listed herein, a Recording may be made for non-broadcast promotion, publicity, marketing, public relations, fund-raising, audience development, education, transfers to other not-for-profit Theatres, prize, award, and festival applications, and/or civic, state, and national promotion.

Actors employed in a production under the terms of this Agreement may participate in the capture of material for use by the Theatre for the aforementioned purposes under the following terms and conditions:

- (1) All capture of performance and rehearsal must occur in accordance with Rule 35(C).
- (2) The Theatre shall receive no compensation for the exhibition of any material captured under the terms of this provision.
- (3) The Theatre will provide Equity with the opportunity to view the completed Recording.

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(4) The edited Recording, under the terms of this provision, may constitute up to 25% of the captured material but in no case more than a total of 15 minutes of performance and/or rehearsal. The edited Recording **may** depict an entire scene or musical number.

(5) There is no time limit on the use of Additional Footage.

(6) In the event the Theatre wishes to submit a Recording of an entire performance to private or public grant-making institutions to apply for prizes or awards, or fulfill festival application requirements, the Theatre may make a Recording of the production for this sole purpose(s) and shall notify Equity at the time of submission. Any such Recording made under this Rule shall be encoded with warnings at regular five-minute intervals that state the following: THIS FOOTAGE IS FOR GRANT, PRIZE, AWARD or FESTIVAL APPLICATION REQUEST PURPOSES ONLY AND MAY NOT BE SCREENED FOR ANY OTHER PURPOSE. UNDER NO CIRCUMSTANCES MAY THIS FOOTAGE BE DUPLICATED. Any Recording made under this Rule must also include the Equity logo and identify that Actors in the production include members of Actors' Equity Association.

(7) The provisions of this section are not intended to allow Recording for the creation of television commercials and may not be used in such commercials.

(8) The Theatre may retain and use Recordings made under this Rule for as long as the Theatre operates under the LORT Agreement, after which the Recordings shall be transmitted to Equity to be destroyed.

(9) The Theatre will maintain control and ownership of all material Recorded and will ensure that it is used for no commercial purposes whatsoever.

(E) Recording to Facilitate Production Work and Transfers to Not-for-Profit Theatres.

(1) Capture:

(a) For the purpose of production work and the facilitation of transfers to other not-for-profit Theatres only, there shall be no time limit on the capture of rehearsal or performance.

(b) It is intended that in permitting such capture, it shall be unobtrusive and neither the Actor nor the audience shall be disturbed in any manner.

(c) If possible, all Actors involved must be given notice at least 24 hours prior to the performance or rehearsal that is to be captured. The cast must be informed at the half hour call of the capture of an entire performance or any part thereof.

(d) A Stage Manager must be present at the captured performance and rehearsal.

(2) Use:

- (a) The Recording may be used by the director, choreographer, playwright, orchestrator, dance arranger, designers, Stage Manager, Dance Captain, Fight Captain, Stunt Coordinator, and/or the not-for-profit transferee Theatre's production staff.
- (b) After the stated purpose has been accomplished, the Recording must be destroyed.

This section (E) shall be an experiment and shall expire on February 11, 2018.

(F) TV and Radio Commercials.

(1) Radio Commercials. The Actor may make a radio commercial of one minute or less, using material from the production, provided the Actor receives no less than the SAG-AFTRA minimum for such work. When a Stage Manager and/or Dance Captain is required to do any work in connection with a radio commercial the Theatre shall pay no less than the applicable SAG-AFTRA minimum of a Principal to the Stage Manager and/or Dance Captain, provided the Dance Captain is not otherwise compensated as an Actor.

(2) Production-Specific TV Commercials. The Theatre may produce and broadcast a production-specific commercial under the following conditions:

- (a) The commercial shall be one minute or less in duration and may include material from the production captured under Rule 35(C). There shall be no special call for Recording for this purpose.
- (b) The Actor must be advised of the use of the captured material in a commercial and give his consent to it in writing.
- (c) When a Stage Manager and/or Dance Captain is required to do any work in connection with a production-specific commercial the Theatre shall pay no less than the applicable SAG-AFTRA minimum of a Principal to the Stage Manager and/or Dance Captain, provided the Dance Captain is not otherwise compensated as an Actor.
- (d) Each Actor who appears in the commercial shall receive no less than the sum of (i) 1/13<sup>th</sup> of the applicable session fee (currently \$592.20) plus (ii) 1/13<sup>th</sup> of the applicable New York Wild Spot On-Camera Principal use fee (currently \$1163.80) for each week that the commercial is broadcast. The weeks need not be consecutive. However, as of the 9<sup>th</sup> week of broadcast, the Actor shall receive an additional 5/13ths of the sum of the applicable session fee and the applicable New York Wild Spot On-Camera Principal use fee. Thereafter, the Theatre may broadcast the commercial for one year from the date that the commercial is first broadcast.

(3) Institutional TV Commercials. The Theatre may produce and broadcast an institutional commercial (i.e., a commercial promoting the Theatre itself and not a specific production) under the following conditions:

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(a) The commercial shall be one minute or less in duration, with no more than 10 seconds from any single production. The commercial may include clips from prior productions.

(b) Clips from a current production may **not** be used unless that production has closed by the time the commercial is broadcast. The Theatre may refer to productions that are currently running and/or the current or upcoming season in voiceover or in writing provided no accolades/praise describing either the production or critical response to the production are used.

(c) The Theatre must obtain written permission from Actors who appear in clips taped prior to the commencement of this Agreement. Each Actor who appears in the commercial shall receive no less than the sum of (i) 1/13<sup>th</sup> of the applicable session fee (currently \$592.20) plus (ii) 1/13<sup>th</sup> of the applicable New York Wild Spot On-Camera Principal use fee (currently \$1163.80) unless the Actor has already received said payment for a prior use of the clip in which he appears. For the foregoing payment, the Theatre shall have the right to broadcast the clip in an institutional commercial for three years from the date that the commercial is first broadcast.

(d) When a Stage Manager and/or Dance Captain is required to do any work in connection with a production-specific commercial, the Theatre shall pay no less than the applicable SAG-AFTRA minimum of a Principal to the Stage Manager and/or Dance Captain, provided the Dance Captain is not otherwise compensated as an Actor.

(e) There shall be written identification of Actors as members of Actors' Equity Association.

(4) Theatres in New York City and Los Angeles may not pro-rate applicable fees. Each Actor at said New York City and Los Angeles Theatres who appears in a commercial shall receive no less than the full session fee plus the full New York Wild Spot On-Camera Principal use fee.

(G)Cast Album. Cast albums may be made under the provisions of the Original Cast Album Rider. The Theatre agrees that any Actor who sings or verbalizes in the production in any number, plus the Stage Manager, shall be employed on the appropriate SAG-AFTRA contract for the recording of said album and shall receive not less than one week's contractual salary or Production Contract minimum, whichever is greater, for each day or part thereof so employed except as provided in section 35(G)(1) below. Such cast album shall accord credit to each Actor appearing in the production at the time the Recording is made, whether or not the Actor performs on the Recording.

(1) In the event the Theatre wishes to schedule half-day recording sessions after the first day of recording and prorate payments for said half-day sessions, the Actor shall receive not less than ½ of the Actor's weekly salary or Production

Contract minimum, whichever is greater, up to a cap of 250% of the Production Contract minimum salary, or the SAG-AFTRA rate, whichever is higher, for each day that the Actor is employed for four hours or less and each Actor shall receive a pro rata share of 20% of all monies derived by the Theatre from the exploitation of the album. (Note: In the event the Theatre does not elect this pro-ration formula, the Actors will share in the standard 15% of monies derived by the Theatre. Terms for Actor participation in the Theatre's 15% - 20% are identified in the Original Cast Album Rider.)

(2) The Theatre shall give Equity not less than 72 hours' notice (inclusive of at least two business days) prior to such recording.

(3) If, during recording of a cast album, one or more non-professional Chorus singers are engaged, then Equity Swing singers and Understudies assigned to singing parts who are not engaged to record the cast album shall share equally in an amount equal to the average contractual salary of said Swings and Understudies multiplied by the number of employment days of such non-professional Chorus singers.

(4) For cast album Recordings only, there shall not be less than a 10-hour rest period between an evening performance and a morning recording call. There shall be a break of 1½ hours (one hour if a meal is provided) between the recording session and rehearsals or performances scheduled under the Equity Agreement. Recording sessions may not be scheduled on two-performance days.

(5) Application of this rule may not reduce breaks or rest periods required by the SAG-AFTRA contract.

(H) This Rule shall apply in all instances irrespective of the use made of such Recording, the method employed in obtaining same, or the length or character of the "part" of said production so Recorded.

(I) Nothing contained herein shall negate or minimize the Actor's right to negotiated payments for any Recording. If the minimum payments herein required for any Recording should be less than the minimum rate required by SAG-AFTRA for such work, then the Actor shall receive not less than the SAG-AFTRA minimum. Overtime, residuals or any other additional payments which may become due the Actor are not included in the minimums specified herein.

(J) The Actor shall not knowingly participate in any Recording except under the circumstances set forth above or unless Equity otherwise consents thereto in writing.

(K) Closed Circuit Television. It is not intended that this rule apply to closed circuit, pay television, or the making of cassettes or other audio-visual Recording for public sale or distribution, and the Theatre agrees that there will be no closed circuit, pay television or the making of cassettes or other types of audio-visual Recording of the production without prior negotiations and agreement with Equity as to the payments and working conditions for said Recordings.

Rule 35. MEDIA: RECORDING & BROADCAST

(L) Web Sites and Other Platforms. Up to a total of 15 minutes of edited rehearsal and/or performance footage per production (which may depict an entire scene or musical number), as well as unlimited Additional Footage, may be used as follows:

(1) On web sites of the Theatre (including third party hosting sites); transferee not-for-profit Theatres; not-for-profit arts and tourism-related agencies of the city, county, state and intra- and inter-state region in which the Theatre is located; local Rotary, Chamber of Commerce and local not-for-profit “booster” organizations; media web sites; arts calendar web sites (such as Playbill.com); third party promotional and ticketing services (e.g., Theatremania.com, Ticketmaster, WebTix.com) and not-for-profit arts service and arts promotion organizations (e.g., Actors’ Equity Association, Theatre Communications Group, Americans for the Arts);

(2) On web sites of sponsors and/or supporters of the Theatre, provided:

(a) The Actor’s likeness is used solely to acknowledge the sponsorship or support and is not in any way used directly or indirectly to endorse the sponsor or a specific product of the sponsor;

(b) At the time of contracting, the Theatre solicits from the Actor any current or potential professional conflicts that may limit the use of the Actor’s image on the sponsor’s or supporter’s web site, and the Theatre, based upon the Actor’s written notification, does not use the Actor’s image in any way that may pose conflicts;

(c) The footage is not used for more than two years from commencement of the Actor’s individual employment contract. The Actor may negotiate a lesser time period; and

(d) The Theatre shall indemnify the Actor against any breach of an Actor exclusivity clause when such breach is a result of the use not authorized by this Rule 35(L);

(3) Promotional and publicity Recordings may be delivered through the following platforms, including, but not limited to: mobile technology (including but not limited to cell phones), sales kiosks, lobby loops, podcasts, wallpaper, and video e-blasts. Theatres may also use and provide materials captured hereunder through other substantially similar delivery platforms that are currently available or as they may evolve.

(4) For all usage authorized by this Rule 35(L), the Theatre’s ticket sale information may be presented on the same “page” as the Recording. If voice-over or other live actor work performance is required, in addition to the permitted performance footage, the applicable SAG-AFTRA Agreement shall apply to such voice-over or other work.

(5) The above time restrictions apply per distribution point, not per delivery platform. Thus, a permitted Recording may be used on a number of different web sites, not just one Recording for the entire web.

(6) Recordings may be changed on an individual distribution point (e.g., a single web site) as often as the Theatre wishes provided the total amount of material on that distribution point at any one time adheres to the time limitations set forth above.

(7) Use of footage for any purpose other than specified above is strictly prohibited. For any violation under this Rule, the Actor shall be paid no less than two weeks' contractual salary in addition to any SAG-AFTRA amounts which may be due.

(M) Recording for Use in the Production. (See Rule 50, Recordings (Use in Production).)

(N) Captured Material For Use By Visual/Audio Interpreters.

(1) The Theatre may use material captured under Rule 35(C) for the purpose of assisting interpreters for the hearing or visually impaired (hereafter referred to as "Interpreter(s)"). After the stated purpose has been accomplished, the Recording shall be returned to the Theatre, and the Theatre shall send written certification, signed by the Theatre, the Stage Manager, and the Interpreter, that the Recording has been returned and no copies were made on the part of the Interpreter.

(2) The Theatre may make an audio or video Recording for the sole purpose of assisting interpreters.

(a) Under no circumstances may any such Recording, in whole or in part, be used for any commercial or non-commercial purpose, except as expressly provided herein, without the written consent of Equity and pursuant to terms established by Equity.

(b) Capture will take place during one regularly scheduled rehearsal or performance of each production. There may be no special calls and no special staging for the capture.

(c) The Actors shall be given at least 24 hours' notice of any capture hereunder.

(d) No copies of the Recording shall be permitted. The Recording will be adequately secured by the Stage Manager or the interpreter to insure its integrity. Under no circumstances may anyone other than the interpreter listen to or view the Recording.

(e) After the stated purpose has been accomplished, the Recording will be surrendered to Actors' Equity Association, accompanied by written certification signed by the Theatre, the Stage Manager and the interpreter that no copies of the Recording exist.

Rule 35. MEDIA: RECORDING & BROADCAST

(3) Any breach of the terms set forth herein shall render the Theatre liable for breach penalty payments of not less than two weeks' salary for each Actor affected plus any applicable SAG-AFTRA rates.

(O) Additional Terms.

(1) The Theatre may furnish captured material to another not-for-profit Theatre to promote and publicize a separately produced production, with additional payment to each Actor in the original production as negotiated by Equity. However, no payment will be required in the case of a transfer to another not-for-profit Theatre.

(2) For a tour, if the Theatre provides its captured material to a presenter who, in turn, elects to promote a season, and that season includes non-Equity productions, the material provided by the Theatre must indicate that the Actors and Stage Managers are represented by Equity.

(3) If captured material is used to promote a season that includes any non-Equity production, the captured material must indicate that the Actors and Stage Managers are represented by Equity.

(4) Material may not be used to promote a non-Equity production.

(5) The Theatre may furnish captured material to a commercial producer, for promotional and publicity purposes only, provided the commercial producer makes additional payment to each Actor as negotiated by the commercial producer with Equity.

(6) A Theatre may use captured material from its own previous production or a production from another LORT Theatre. The original production will be so identified (e.g., "footage from original Goodman Theatre cast 2009"). However, no identification is necessary in the case of a transfer from another not-for-profit Theatre.

(7) Equity may obtain and use footage from any production (including closed productions) for purposes of promoting and branding Equity, provided Equity credits both the Theatre and the production.

(8) The Theatre may furnish captured material to a not-for-profit Theatre or a commercial producer for the purposes of encouraging or facilitating tours, transfers of the Theatre's production, future productions of the play, or further developmental work on the play. Material so furnished under this section may not be used for promotion or publicity and such material shall be housed on a mutually agreed platform that is password protected.

(9) The Theatre may make a Recording of an entire performance available on a password-protected or otherwise restricted website for use during in-class instruction at a K-12 educational institution, but only as part of a curriculum developed by the Theatre and provided the Theatre is not compensated by the educational institution.

(P) Media Payment. See Rules 55(K), Media Payments and 55(S), 401(k) Plan.

(Q) Personal Appearances. When an Actor is asked to perform as part of a personal appearance and when that performance comes under the jurisdiction of SAG-AFTRA, the Actor shall be paid no less than the applicable SAG-AFTRA minimum. When the Stage Manager and/or Dance Captain is asked to do any work in connection with said performance, the Stage Manager and/or Dance Captain shall be paid no less than the applicable SAG-AFTRA minimum for a Principal (on camera) in lieu of any other payment due under the terms of this Agreement.

### **36. MUSICAL INSTRUMENT RENTAL.**

The Theatre shall negotiate with the Actor a weekly instrument rental rate when the Actor agrees to use his own musical instrument for a production. The rate agreed to shall be stated in a rider to the Actor's contract. Compensation shall commence with the first use, including use in rehearsal.

### **37. MUSICAL PRODUCTIONS.**

For the purpose of this Agreement, a musical herein is defined as a production which has as an integral and major part of its thematic nature the use of singing and/or dancing, such as, but not limited to, *No, No, Nanette* or *The Full Monty*, a musical comedy; *New Faces* or *Smokey Joe's Café*, a musical revue; *Student Prince*, a light opera or operetta.

(A) Cast And Ratio.

(1) In "A" Companies, the entire cast shall be signed to applicable Equity contracts.

(2) In "B+" Companies, a cast of up to 13, including the Stage Managers and Chorus, shall be signed to applicable Equity contracts. Thereafter, the ratio tables of Rule 39(G)(4) shall apply, except that after 20 Equity contracts, non-professionals shall not exceed 50% of the cast of the entire production. In any production in which there is a Chorus, at least 12 Actors shall be signed to Equity Chorus contracts and shall perform as Chorus, unless the number of actors performing as Chorus is fewer than 12, in which case the entire Chorus shall be signed to Equity Chorus contracts.

Effective February 11, 2018, non-professionals shall not exceed 50% of the Chorus.

(3) In "B" Companies, a cast of up to 11, including the Stage Managers and Chorus, shall be signed to applicable Equity contracts. Thereafter, the ratio tables of Rule 39(G)(4) shall apply, except that after 19 Equity contracts, non-professionals shall not exceed 50% of the cast of the entire production. In any production in which there is a Chorus, at least 10 Actors shall be signed to Equity Chorus contracts and shall perform as Chorus, unless the number of actors performing as Chorus is fewer than 10, in which case the entire Chorus shall be signed to Equity Chorus contracts.

Effective February 11, 2018, non-professionals shall not exceed 50% of the Chorus.

(4) In "C" Companies, a cast of up to 11, including Stage Managers and Chorus, shall be signed to applicable Equity contracts. Thereafter, the ratio tables of Rule 39(G)(4)

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shall apply, except that after 15 Equity contracts, non-professionals shall not exceed 50% of the cast of the entire production. In any production in which there is a Chorus, at least five Actors shall be signed to Equity Chorus contracts and shall perform as Chorus, unless the number of actors performing as Chorus is fewer than five, in which case the entire Chorus shall be signed to Equity Chorus contracts.

Effective February 11, 2018, at least eight Actors shall be signed to Equity Chorus contracts unless the number of actors performing as Chorus is fewer than eight; in addition, non-professionals may not exceed 50% of the Chorus.

(5) In "D" Companies, a cast of up to 11, including the Stage Manager and Chorus, shall be signed to applicable Equity contracts. Thereafter, the ratio tables of Rule 39(G)(4) shall apply, except that after 11 Equity contracts, non-professionals shall not exceed 50% of the cast of the entire production. In any production in which there is a Chorus, at least three Actors shall be signed to Equity Chorus contracts and shall perform as Chorus, unless the number of actors performing as Chorus is fewer than three, in which case the entire Chorus shall be signed to Equity Chorus contracts.

Effective February 11, 2018, at least six Actors shall be signed to Equity Chorus contracts unless the number of actors performing as Chorus is fewer than six; in addition, non-professionals may not exceed 50% of the Chorus.

(6) An Actor employed on an Equity contract shall be permitted to partner or be partnered by a non-professional Actor. Should a dispute arise as to the safety of this partnering, such partnering may only continue with the unanimous approval of an on-site committee consisting of the Deputies, Dance Captain and Stage Manager.

(7) In University-connected theatres maintaining a regular theatre training program, the 50% restrictions in sections (2), (3), (4) and (5) above, both as to the entire cast and to the Chorus, shall be waived for bona fide matriculated students in the Theatre Arts Department of the University provided there are at least 20 Equity contracts in a "B+" Company, 19 Equity contracts in a "B" Company, 15 Equity contracts in a "C" Company, and 11 Equity contracts in a "D" Company and where there is a Chorus there are at least 12 Equity Chorus contracts in a "B+" Company, at least 10 Equity Chorus contracts in a "B" Company, at least five Equity Chorus contracts in a "C" Company and at least three Equity Chorus contracts in a "D" Company.

Effective February 11, 2018, at least eight Actors shall be signed to Equity Chorus contracts in a "C" Company and at least six Actors shall be signed to Equity Chorus contracts in a "D" Company.

(8) Should the Theatre fail to employ the required number of Principal and Chorus Actors as stipulated in sections (2), (3), (4) and (5) above, or should at least 12 Actors signed to Equity Chorus contracts in "B+" Companies and/or 10 Actors signed to Equity Chorus contracts in "B" Companies and/or five Actors signed to Equity Chorus contracts in "C" Companies and/or three Actors signed to Equity Chorus contracts in "D" Companies fail to perform as Chorus, the Theatre shall pay a sum equivalent to

one week's minimum salary for each contract violation to the Actors' Equity Foundation, Inc., for each week such violation continues.

Effective February 11, 2018, at least eight Actors shall be signed to Equity Chorus contracts in a "C" Company and at least six Actors shall be signed to Equity Chorus contracts in a "D" Company.

(9) Should the number of non-professionals employed exceed 50% of the cast of the entire production, the Theatre shall pay to the Actors' Equity Foundation, Inc., a sum equivalent to two weeks' minimum salary for two weeks of rehearsal and one week's minimum salary for each contract short of the required 50% for each week such violation continues.

(See Rule 39(G)(5)(d) & (e) for banking in musicals.)

(B) Alternative Ratios. All the ratios for musical productions set forth in section (A) above shall remain the same, except that a Theatre, by written notification to Equity, may exercise the following option prior to casting:

(1) "B+" and "B" Theatres may use non-professionals in the Chorus and/or as Principals, pursuant to the ratios for dramatic productions set forth in Rule 39(G)(4). In no event, though, may non-professionals exceed 25% of the Chorus.

(2) "C" and "D" Theatres may use non-professionals in the Chorus and/or as Principals, pursuant to the ratios for dramatic productions set forth in Rule 39(G)(4). In no event, though, may non-professionals exceed 50% of the Chorus.

Effective February 11, 2018, Rule 37(B)(1) shall be applicable to "C" Theatres and non-professionals shall not exceed 25% of the Chorus.

(C) Contracts and Riders.

(1) An Actor already under contract as a Principal in a production, dramatic or musical, may, by mutual consent, agree to perform as Chorus in another production and this shall be so designated in a rider.

(2) An Actor who is engaged solely as Chorus (and who is not already under contract--see section (C)(1) above) shall be signed to a Chorus contract.

(D) Cast Breakdowns.

(1) As soon as they are available, the Theatre shall furnish to Equity the script of scheduled new musicals and new adaptations of musical productions with a cast of characters and casting breakdowns of Principal roles, number of Chorus to be employed, a schedule of all functions for which Chorus will receive additional payments, and an indication of the number of non-professional Principal performers to be used and the number of non-professional Chorus performers to be used.

Rule 37. MUSICAL PRODUCTIONS

(2) Equity will then respond with its breakdown of Principal and Chorus roles. Where differences exist, the Theatre agrees to contract Principals and Chorus in accordance with Equity's breakdown. Any failure to do so will invoke the penalty provided for in section (A)(8) from the date of first rehearsal. Final determination will be made when the production is frozen and contracts will be changed to reflect this determination. Where Equity's initial determination is no longer valid, the Theatre shall not be charged a penalty. Equity retains final authority in determination (see Rule15(D)).

(E) Chorus Auditions. (See also Rule 4, Auditions or Interviews and Rule 24, Equal Employment Opportunity, Discrimination and Non-Traditional Casting.)

(1) For productions utilizing chorus, there shall be chorus auditions open to all performers. The following conditions shall apply:

(a) Among the auditions held for chorus performers, there shall be auditions for Equity performers.

(b) The Theatre is under no obligation to hire any person pursuant to any chorus audition procedure including the procedure for Equity performers set forth below.

(2) Equity Chorus audition provisions.

(a) If the Theatre holds a musical EPA and/or agent appointments in an office city, an Equity Chorus audition shall be required and held in an Equity-approved rehearsal hall or Theatre in a city where Equity maintains an office.

If the Theatre does not hold any musical auditions in an office city, required Equity Chorus auditions may be held in any of the liaison cities listed in Rule 4(C)(3)(c) or San Francisco.

(b) Equity shall receive at least two weeks notice of Equity performer chorus auditions for each production.

(c) All such Equity auditions shall be held in an Equity-approved rehearsal hall or Theatre.

(d) An Equity monitor shall be present at the first audition to assist the Theatre or its representative in organizing and facilitating the audition. The Theatre shall notify Equity of the time, date and place of the final audition.

(e) Each Equity performer who auditions for the chorus may be required by the Theatre to attend three days of auditions. Thereafter, the Theatre shall pay to the performer 1/6<sup>th</sup> of the Theatre's basic minimum salary plus transportation for each day over three.

(f) Auditions may be held on three separate days. At the first Equity audition, performers may be typed, asked to dance and/or sing. After the performer has been auditioned for dancing and/or singing, the performer may be asked to

read for chorus parts and/or understudy. At the second and/or third audition, the performer may again be asked to do all of the above.

(g) If these three days are not consecutive, Equity performers shall not be required to report for any purpose on the intervening days.

(h) If, at the second or third audition, the selection of a performer is to be determined at a final match-up, then the performer retained for the match-up from the earlier audition that day shall be released following the selection and shall be free until the final match-up, except if required to read for a part or understudy. The Theatre shall conclude the audition within an eight hour span from the first call on that day. In the event any audition exceeds eight hours from the time of the performer's first call, the Equity performer shall receive 1/6<sup>th</sup> of minimum salary as compensation for the day.

(i) For each auditioning Equity performer, there shall be a break of at least one hour after not more than five consecutive hours of audition. For each 1/2 hour, or part thereof, over five hours without a break, the performer shall be paid \$20.00 until the break is given.

(j) If the Equity performer is required to rehearse numbers used in the production, this shall constitute the beginning of the rehearsal period.

(k) The scheduling of Equity auditions and notice of the audition calls shall be sent by the Equity office staff in the applicable city to Equity performers.

(l) The Theatre shall not hold Equity calls or auditions on any day when an Equity meeting is scheduled, provided that Equity has notified the Theatre in advance of the meeting.

(3) Safe and Sanitary Provisions.

(a) When auditions are held in studios, the Theatre shall provide:

(i) A room other than the audition room which shall have seats and open space where the Actor may wait and/or warm up for the audition.

(ii) Separate changing facilities (not lavatories) for men and women at any audition at which they are required to dance.

(iii) An audition room, changing room and/or waiting room which is properly lighted, ventilated and heated (when necessary) during inclement or cold weather to at least 68 degrees F.

(iv) Dance surfaces at the place of the audition(s) shall comply with Rule 54(J), Dancing and Fighting Surfaces.

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(v) Bathroom facilities must be available to performers waiting to audition.

(vi) Where the Theatre has exclusive control of the interview, audition or waiting room, smoking shall not be permitted.

(b) When auditions are held in theatres, the Theatre shall provide facilities and conditions similar to those described in section (E)(3)(a)(i) – (vi) above.

(4) The Theatre agrees:

(a) That Equity shall have the right, in consultation with the Theatre, to schedule the auditions so that no more than two productions hold their first or final call (audition) on the same day, in the same city, or call the same category (singer or dancer) at the same time.

(b) To audition singers (male and female) and dancers (male and female) separately at the first call for Equity Chorus performers, and that the group called and time and place of said call shall be provided in a notice sent by Equity at least one week before the time of audition. Dancers shall be auditioned as dancers before they are auditioned as singers. Singers shall be auditioned as singers before they are auditioned as dancers.

(c) That it shall not halt the continued progress of a Chorus audition to audition an Actor or Chorus for a Principal role or, except at the finals, to have Chorus read for a part or understudy during the time of the Chorus audition.

(d) The Theatre shall provide liability insurance at all auditions for all Actors.

(e) Accompaniment. The Theatre shall provide a piano/keyboard and accompanist who can sight read for all auditions at which the performer is required to sing and/or dance.

(F) Workweek.

(1) During non-performance weeks, rehearsal hours shall not exceed “7 out of 9” consecutive hours per day (including breaks required in section (G) below). However, the span of day may be reduced from nine hours to eight and one-half hours provided the cast so votes, in accordance with Rule 51(E)(1). The total workweek for Musicals shall not exceed 45 hours, of which no more than 42 hours shall be allotted to rehearsal.

(2) Where there is a rehearsal period of more than four weeks (none of which may be tech week), the total workweek, in the next to the last week prior to the first paid public performance, shall not exceed 47 hours, of which no more than 45 shall be allotted to rehearsals. In that week, the Theatre shall have the option of “7 out of 9” or “8 out of 10” consecutive hours per day (including breaks as required in section (G) below). The span of day may be reduced from 9 hours to 8½ hours or from 10 hours to 9½ hours provided the cast so votes, in accordance with Rule 51(E)(1).

(3) The Theatre shall conduct an on-stage, full-dress, full-tech, non-stop run-through of the entire play, including intermissions, prior to the first public performance. If, due to unforeseen circumstances, the tech/dress rehearsal cannot be achieved, the Theatre shall ensure that all aspects of the production that might endanger the Actor are rehearsed. Also, the Theatre shall make an announcement from the stage prior to the beginning of the performance that there may be a need to stop.

(4) In the seven days prior to the first paid public performance, the total workweek shall not exceed 55 hours, of which no more than 54 shall be allotted to rehearsals. The 55-hour week shall fall either in the last full week of rehearsal or the week of the first paid public performance, but not both. This seven day period may include:

(a) three "10 out of 12" and three "8 out of 10" consecutive hour days (including the breaks as required in section (G) below); or

(b) two "10 out of 12" and four "8 out of 10" consecutive hour days (including the breaks as required in section (G) below).

(c) There must be a day off within this seven-day period.

(5) During combined rehearsal and performance weeks, the total workweek shall not exceed 50 hours.

(6) All other rules for Dramatic productions in Rule 51 shall also apply to Musicals.

(G) Rest Periods During Rehearsals. Except during dress rehearsals, there shall be a rest period of five minutes after no more than 55 minutes of rehearsal or 10 minutes after no more than 80 minutes of rehearsal for each Actor. For each failure to give such rest periods, the Theatre shall pay each Actor one-hour of overtime.

(H) Additional Compensation.

(1) Chorus Playing a Part.

(a) If a Production is a new musical, or if a production is substantially changed by cutting, re-writing or a change in concept, Equity will, upon notification, determine if a Part is properly classified as Principal (see also Rule 15(D) and section (D) above).

(b) If a member of the Chorus is assigned to play a part, perform a dance or sing a song which was performed by a Principal Actor in an original production (Off-Broadway, Broadway, Road, etc.) or which is individual in its character, he shall receive no less than 3.25% of minimum or \$30.00, whichever is higher, per week in "A" Companies, 2.0% of minimum or \$20.00, whichever is higher, in "B+" Companies, 2.0% of minimum or \$18.00, whichever is higher, in "B"

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Companies, 1.5% of minimum or \$13.00 Dollars, whichever is higher, in "C" Companies, and 1.5% of minimum or \$12.00, whichever is higher, in "D" Companies for each such assignment in addition to his weekly contractual salary.

(c) Chorus Playing a Part. If a member of the Chorus is assigned to perform a specialty, speak lines, or perform a solo which is incidental to the production, i.e., "bit parts," he shall receive no less than 1.6% of minimum or \$15.00, whichever is higher, per week in "A" Companies, 1.5% of minimum or \$13.00, whichever is higher, in "B+" Companies, 1.5% of minimum or \$12.00, whichever is higher, in "B" Companies, 1.25% of minimum or \$10.00, whichever is higher, in "C" Companies, and 1.25% of minimum or \$9.00, whichever is higher, in "D" Companies for each such assignment in addition to his weekly contractual salary.

(d) All additional duties and payments therefor shall be included in a rider which shall be attached to the Actor's contract.

(2) Understudies for Principal Roles. When understudies are required, as provided in Rule 70(A), or if the Theatre elects to engage understudies, the following rules shall apply:

(a) A member of the cast (Principal or Chorus) assigned to understudy a Principal role or part shall be paid no less than 3% of minimum or \$27.00, whichever is higher, per week in "A" Companies, 2.5% of minimum or \$22.00, whichever is higher, in "B+" Companies, 2.5% of minimum or \$21.00, whichever is higher, in "B" Companies, 2.5% of minimum or \$18.00, whichever is higher, in "C" Companies, and 2.5% of minimum or \$17.00, whichever is higher, in "D" Companies for each such assignment in addition to his weekly contractual salary.

(b) Non-professionals who are not performing in the production may be used as understudies in Principal roles and shall not be counted for purposes of ratio provided that the Actor understudied continues to receive his weekly contractual salary throughout the period when the understudy performs in the place of said performer and further provided that the period during which the understudy is performing shall not exceed two weeks.

(3) Understudying a Starring Role. A member of the cast (Principal or Chorus) assigned to understudy a starring role (i.e., billed over the title) shall receive a minimum of \$50.00 in addition to his contractual salary for each performance given in place of said star.

(4) Chorus Understudying Chorus Playing a Part. If a member of the Chorus is assigned to understudy any other member of the Chorus playing a part (see section (37(H)(1)(b) and (c) above), he shall receive no less than 1.25% of

minimum or \$11.00, whichever is higher, per week in "A" Companies, 1.0% of minimum or \$9.75, whichever is higher, per week in "B+" and "B" Companies, and 1.0% of minimum or \$8.50, whichever is higher, per week in "C" and "D" Companies for each such assignment in addition to his weekly contractual salary.

(5) Performing or Reading Part Understudied. If an understudy has had the part or role for less than one week, he may not be required to perform the part or role unless he is willing and able, but he may be required to read it.

(6) Swing and Partial Swing.

(a) For the purpose of this Agreement, Full Swings are non-performing members of the Chorus who swing all Chorus performing in Chorus numbers in the production. They must be available to go on for Chorus Actors who are out for whatever reason. When they are not on for another Actor, they must have the freedom to watch the show in order to be prepared when they must perform. A swing may not perform any Chorus duties on a regular basis. He, therefore, cannot be required to sing offstage unless he is on for someone who does so when that person is not on stage.

(b) For the purpose of this Agreement, a partial swing is defined as a regularly performing member of the Chorus who may be assigned to substitute for another member of the Chorus in a number in which he does not appear.

(c) Partial Swing. If a performing member of the Chorus is assigned to swing a number, he shall receive no less than 1% of minimum per week in "A", "B+," "B," and "C" Companies and 1% of minimum or \$6.00, whichever is higher, per week in "D" Companies for each such swing assignment in addition to his weekly contractual salary.

(d) In Chorus musicals where Swings are not hired, each Chorus performer shall be paid the increment specified in section (H)(6)(c) above, if he is required to adjust his performance to cover for an absent Chorus performer, regardless of the number of adjustments required during a workweek.

(7) Permanent Replacement. If a Principal Actor's employment is terminated, a contract for replacement must be negotiated and signed between the Theatre and the understudy or other replacement no later than two weeks after the Principal's last performance in the production (see also Rule 39(F)).

### **38. NO STRIKE OR LOCK-OUT.**

(A) There shall be no strike, boycott, interruption of work, stoppage, temporary walk-out or lock-out for any reason during the term of this Agreement except that if either party shall fail to abide by the decision of the Arbitrator under Rule 3 of this Agreement, after receipt of such decision, then the other party shall not be bound by this provision.

Rule 38. NO STRIKE OR LOCK-OUT

Rule 39. NON-PROFESSIONALS

(B) The parties agree as part of the consideration of this Agreement that neither Equity, nor any of its officers, agents or members, shall be liable for damages for unauthorized stoppages, strikes, slowdowns or suspensions of work if:

(1) Equity gives written notice to the Theatre and the company Deputy within 24 hours of notice from the Theatre of such action, that it has not authorized the stoppage, strikes, slowdown or suspension of work; and

(2) Equity further cooperates with the Theatre in getting the employees to return and remain at work.

(C) It is recognized that the Theatre has the right to take disciplinary action, including discharge, against any Actor who engaged in any unauthorized strike or work stoppage, subject to Equity's right to submit to arbitration in accordance with the Agreement, the question of whether or not the Actor did engage in any unauthorized strike or work stoppage.

(D) Nothing in this Rule, or otherwise, shall be deemed to prohibit or inhibit Equity and/or its members from taking any action it deems necessary, including, but not limited to, striking, picketing or other concerted activity, to enforce the payment of agreed minimum and/or contractual salaries and/or the payment of agreed Pension and Health contributions by the Theatre.

(E) It is agreed that Equity cannot guarantee that its members will pass through a picket line if any union or unions or organized groups of employees are on strike or are locked out. This Agreement shall not be considered breached by Equity because of the failure or refusal of members of Equity to pass through a picket line under the circumstances described above. Equity and its members shall only be considered responsible for performance of work if the employees can perform their work without molestation or interference.

### **39. NON-PROFESSIONALS.**

(A) The Theatre may employ non-professionals (Equity Membership Candidates, students and local jobbers) who are not members of any branch of the 4 A's and/or who are not members of a performers' union outside the United States.

(B) The Theatre shall register with Equity each non-professional associated with its company within one week of engagement by filing his name and address and a statement, signed by the non-professional, that he is not a member of any branch of the 4 A's nor is a member of a performers' union outside the United States.

(C) Equity Membership Candidate. An Equity Membership Candidate (EMC) is a non-professional who is interested in obtaining training for the Theatre and who intends to make a career in the professional Theatre and is properly registered with Equity.

No non-professional may be a Stage Manager or an Assistant Stage Manager.

(1) A bona fide workweek for the EMC shall be defined as any week in which the EMC actually attends rehearsals, rehearses, understudies or performs with the

Equity Company and shall be so reported on the weekly report (see Rule 53(C)).

(2) An EMC who completes 50 workweeks will be eligible to join Equity. Such eligibility will remain open for a period of five years following the 50<sup>th</sup> week. However, after accruing 50 workweeks (or as provided in section (C)(3) below), and during this five-year period of eligibility, no EMC may be engaged by a Theatre unless signed to an Equity contract.

(3) An EMC who completes the required number of workweeks as specified in section (C)(2) above during the period of a production will be allowed to complete the production as a non-professional provided that the work assignment in that production remains the same.

(4) After completing 25 weeks as an EMC, the Candidate is eligible to join Equity if offered employment as a Professional Theatre Intern (see Rule 47(C)).

(5) An EMC employed in a main-stage production shall be permitted to tour in the production under full contractual conditions.

(6) When there is a separate Stage Manager and Assistant Stage Manager for the production, one production assistant may earn EMC credit assisting the Stage Manager and one production assistant may earn EMC credit assisting the Assistant Stage Manager. Credit shall be earned only in those weeks in which the production assistant is at all times either directly assisting or assigned by the Stage Manager or Assistant Stage Manager in the performance of his stage managerial functions. This provision does not apply where the Stage Managers cross over in accordance with Rule 64(B)(6).

(D) Local Jobber.

(1) A local jobber is a non-professional who is a bona fide resident of the community in which the theatre is located (within a 50-mile radius) and who does not intend to make a career in the professional theatre.

(2) Local jobbers may be employed in not more than three productions in each of the first two seasons unless signed to an Equity contract. Thereafter, a local jobber may be engaged in any succeeding season for no more than one production unless signed to an Equity contract.

(E)

(1) In University-connected Theatres, Theatres that are fully-accredited, degree-granting institutions, and Theatres that are formally associated with a University or other fully-accredited, degree-granting institution (hereafter called "Academic Theatres"), the non-professional status of bona fide students matriculated for a degree in Theatre Arts shall continue for as long as they are so matriculated. Should the student elect to register as an EMC, all provisions relating to the EMC shall apply.

Rule 39. NON-PROFESSIONALS

(2) The Academic Theatres listed below may use six matriculated students each season in age-appropriate roles, outside the non-professional ratio set forth in section (G) below. The students may not exceed 35% of the cast of the production until the number of Equity contracts for the production reaches the number set forth in section (G) below which permits the use of unlimited non-professionals.

This provision, only as it concerns the 35% rule, shall revert to 30% effective February 11, 2018.

(3) A list of students engaged under section (E)(2) shall be supplied to Equity prior to the commencement of rehearsals. This notification may be by telephone to the Business Representative but shall be followed up in writing immediately.

(4) Each Academic Theatre shall provide the calculation of workweeks at the end of each production, unless students will not be engaged under this provision during the term of the Agreement.

The Theatres are: American Conservatory Theater, American Repertory Theatre, Arizona Theatre Company, Asolo Theatre Company, Center Theatre Group, Cincinnati Playhouse in the Park, Clarence Brown Theatre Company, Cleveland Play House, Dallas Theater Center, Denver Center Theatre Company, Geffen Playhouse, George Street Playhouse, Georgia Shakespeare, Geva Theatre Center, Guthrie Theater, Hartford Stage, Huntington Theatre Company, Kansas City Repertory Theatre, La Jolla Playhouse, Long Wharf Theatre, Old Globe, PlayMakers Repertory Company, Repertory Theatre of St. Louis, San Jose Repertory Theatre, Shakespeare Theatre, Syracuse Stage, Trinity Repertory Company, Virginia Stage, and Yale Repertory Theatre.

(F) No Actor may be replaced by a non-professional.

(G) Use of Non-Professionals and Ratios.

(1) "A," "B+," "B," "C," and "D" Theatres may employ non-professionals (Membership Candidates, students and local jobbers) according to the following tables which shall apply to each company. Before any non-professionals may be engaged, the applicable number of standard contracts listed below shall be in effect (i.e., receiving full salary) in each week for which non-professionals are engaged. Notwithstanding the tables below, in non-repertory companies, the non-professional ratio for each production shall not exceed 35% of the cast of that production until the number of Equity Contracts for the production reaches the number set forth below which permits unlimited non-professionals.

This provision, only as it concerns the 35% rule, shall revert to 30% effective February 11, 2018.

(2) Any LORT Theatre located in New York City in the Broadway District, which is an area bounded by Fifth and Ninth Avenues from 34th Street to 56th Street and by Fifth Avenue and the Hudson River from 56th Street to 72nd Street, may not employ non-professionals. This provision does not preclude the employment

of Extras and/or Supplemental Extras not on Equity contracts, if permitted by Rule 27(C).

(3) In "A" category Theatres, non-professionals may not be employed in New York City or Los Angeles. Outside of New York City or Los Angeles, no non-professionals may be employed unless Equity consents in writing. However, upon application by the Theatre, Equity shall permit Theatres performing in Repertory to employ local non-professionals in roles of special character which cannot be properly filled by members of the company. A local non-professional may be employed in only one production per season for a maximum of two seasons.

(4) In "B+," "B," "C," and "D" category Theatres, the number of standard contracts in the company at no less than the minimum salary applicable to the main theatre shall govern the number of non-professionals as provided in the table below applicable to the main theatre category. Said non-professionals may be permitted to function in the second theatre with no restrictions other than the 35% rule referred to in section (G)(1) above. The foregoing does not preclude operating the second theatre in accordance with the ratio of standard contracts to non-professionals applicable to the category of said second theatre.

This provision, only as it concerns the 35% rule, shall revert to 30% effective February 11, 2018.

"B+" Category

<u>Standard Contracts</u> .....	<u>Non-Professionals</u>
13.....	1
14.....	2
16.....	3
18.....	4
20.....	unlimited

"B" Category

<u>Standard Contracts</u> .....	<u>Non-Professionals</u>
11 .....	1
13 .....	2
15 .....	3
17 .....	4
19 .....	unlimited

"C" Category

<u>Standard Contracts</u> .....	<u>Non-Professionals</u>
9 .....	1
11 .....	2
12 .....	3
14 .....	4
15.....	unlimited

Rule 39. NON-PROFESSIONALS

"D" Category

<u>Standard Contracts</u> .....	<u>Non-Professionals</u>
7 .....	1
8 .....	2
9 .....	3
10 .....	4
11 .....	unlimited

(5) Banking.

(a) To bank a non-professional, only the number of bona fide contracts in effect for a particular production (i.e., those Actors actually working in a particular production) may be counted as the basis for determining the number of non-professionals which may be banked.

(b) For each Actor employed or to be employed by a "B+," "B," "C," and "D" Theatre in place of a non-professional permitted within the ratio, the Theatre may bank or reverse-bank one non-professional for use within the same season on any of its stages. Failure to provide the subsequent contract for the reverse-banked and used non-professional shall result in a double pay-back penalty. (For example, if the Theatre is to employ an Actor on an Equity contract in place of a non-professional permitted within the ratio in the final production of the season, it may bank and use a non-professional earlier in the same season. Using the same example, if the Theatre uses the reverse-banked non-professional but fails to employ the promised Actor on an Equity contract later in the same season, the Theatre shall pay back two additional Equity contracts in the season immediately following.)

(c) In subsequent productions, the Theatre may utilize any and all banked non-professionals except that in no case may the number of non-professionals in a given production exceed 35% of the cast.

This provision, only as it concerns the 35% rule, shall revert to 30% effective February 11, 2018.

(d) All-Principal musicals may bank non-professionals in accordance with sections (a), (b) and (c) above.

(e) The Theatre may bank non-professionals in Chorus musicals in accordance with sections 39(G)(5)(a), (b), and (c) above. Non-professionals banked in Chorus musicals may be used as follows: a banked Principal may be used only in place of an Equity Principal contract; a banked Chorus may be used only in place of an Equity Chorus contract. If the Theatre has only one Chorus musical production within its season, the Theatre may use a banked Chorus non-pro in a Chorus musical production in an immediately preceding or immediately following season.

(f) Banking in repertory shall be based on the number of Actors involved in concurrent shows calculated by individual repertory cycles.

(g) One week prior to a Theatre's use of any or all of its banked non-professionals, the Theatre shall provide Equity with the following information, in writing:

- (i) dates of production(s) when non-professional(s) was banked;
- (ii) number in the cast of production and number of standard Equity contracts in production from which non-professional(s) was banked;
- (iii) number in the cast including number of non-professionals and number of standard Equity contracts in production in which banked non-professional(s) is to be used.

**(H) Floating Non-Professionals.**

(1) Theatres operating any "A" stage or stages outside New York City may employ one student [as defined in Rule 39(E)(1)] on each such stage in each season provided there are no fewer than two productions on the applicable stage during the season. This student shall be in addition to the employment of any students permitted under Rule 39(E)(2).

(2) Theatres operating any "B+" and/or "B" stage or stages may employ one non-professional (i.e., EMC, student, or local jobber) on each such stage in each season provided there are no fewer than two productions on the applicable stage during the season. This non-professional shall be permitted outside the limits of the non-professional ratios of Rule 39(G)(4) and the 35% rule.

(3) Theatres operating any "C" and/or "D" stage or stages may employ two non-professionals (i.e., EMCs, students and/or local jobbers) on each such stage in each season provided there are no fewer than two productions on the applicable stage during the season. These non-professionals shall be permitted outside the limits of the non-professional ratios of Rule 39(G)(4) and the 35% rule.

(4) Floating non-professionals may not be used in the Chorus of a musical on any "C" or "D" stage.

The provisions of this Rule 39(H), only as they concern the 35% rule, shall revert to 30% effective February 11, 2018.

(I) Overnight Tours. Non-professionals may not be used in tours involving more than four (4) overnight stays in any week.

**40. NON-RESIDENT ALIENS.**

(A) Individual Actors. A Theatre may engage no more than two Non-Resident Alien Actors per season or contract year under the following conditions:

Prior to the first day of employment, the Theatre shall contribute to the Equity League Health Benefits Trust Fund an amount equal to 12 weeks of Health coverage at the

- Rule 40. NON-RESIDENT ALIENS
- Rule 41. NUDITY
- Rule 42. PARKING
- Rule 43. PENSION

Theatre's applicable rate on behalf of the Non-Resident Alien Actor. If the Non-Resident Alien Actor's employment exceeds 12 weeks, the Theatre shall make a contribution to the Health Benefits Trust Fund on behalf of the Non-Resident Alien Actor for each and every additional week of employment.

(B) Unit Companies. A Theatre may present a Unit Company composed of Non-Resident Aliens no more than once per season or contract year under the following conditions:

(1) Prior to the first performance of the engagement of the Unit Company, the Theatre shall make a lump sum payment to a fund of Equity's designation. Such payment shall be equal to 8% of weekly category minimum per Actor per week.

(2) The Theatre shall engage a Stage Manager from the first day of rehearsal at the Theatre, for the duration of the presentation.

(C) Academic Theatres. Academic Theatres may engage matriculated Non-Resident Alien students as Professional Theatre Interns.

This Rule 40 shall be an experiment and shall expire February 11, 2018.

**41. NUDITY.**

Any production with nudity shall be subject to prevailing rulings by the Council of Equity with regard to auditions, performance and photographs.

**42. PARKING.**

The Theatre shall provide parking for the Actors under the same conditions as are generally and customarily offered to a majority of the Theatre's staff. For example, if the Theatre's staff receives free or discounted parking privileges, the Actor shall receive the same privileges or if the staff participates in a parking lottery, the Actor shall participate proportionately on the same terms.

**43. PENSION.**

(A) The Theatre agrees to participate in the Equity-League Pension Trust Fund and to make weekly contributions thereto in an amount equal to 8% of all gross payments made to the Actor and 2.5% of all gross payments made to the Professional Theatre Intern in each and every week of employment from February 18, 2013, through February 12, 2017. This shall not include the minimum required per diem or the minimum required costume rentals. With Equity's consent, uniformly higher per diem given to the entire company may be excluded.

(B) In each contract year of this Agreement (e.g., February 18, 2013--February 16, 2014), the Theatre's obligation to make contributions to the Pension Trust Fund shall not commence until the Theatre has fulfilled its obligation to make contributions to the Equity-LORT Subsidiary Rights Trust Fund, as set forth in Rule 65.

(C) If the company performs in New York City, the Theatre agrees to make weekly contributions to the Fund in the amount of 2.88% of weekly gross box office receipts or 8% of payroll, whichever is greater, from February 18, 2013, through February 12, 2017.

(D) The Theatre further agrees to be bound by the Agreement and Declaration of Trust establishing the aforesaid 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.

(E) Notwithstanding the foregoing, if Equity informs the Theatre that Canadian Actors' Equity Association (CAEA) has amended its applicable agreement to provide for contributions to the Equity-League Pension Trust Fund (and the 401(k) Trust Fund, where appropriate) for United States Actors whose primary designated funds are the Equity-League Pension and 401(k) Trust Funds, the Theatre shall contribute an amount equal to 8% of all gross payments made to the Actor and 2.5% of all gross payments made to the Professional Theatre Intern to the Equity-League 401(k) Trust Fund for Canadian Actors whose primary designated fund is the CAEA Registered Retirement Savings Plan. Any contributions owed pursuant to paragraph (C) above in excess of 8% shall be paid to the Equity-League Pension Trust Fund.

#### **44. POSTING OF AGREEMENT.**

The posting of this Agreement in a conspicuous place in the outer offices of Equity in the Borough of Manhattan, City of New York, or at or in the main entrance thereto, shall be full, adequate and final notice to both Theatre and Actor of its provisions.

#### **45. PRESS RELEASES.**

The Theatre shall use its best efforts to delete promptly the name of the Actor from advertising and publicity matter after the Actor leaves the company.

#### **46. PRODUCTION PROSECUTED.**

(A) Should the production or performances in a production in which the Actor is engaged be complained of as being in violation of any statute, ordinance or law of the United States, or any state or any municipality in any state, and should a claim or charge, either civil or criminal, be made against the Actor arising out of his employment in such production, the Theatre shall defend the Actor at the Theatre's own expense, or shall pay any and all reasonable charges made or incurred by the Actor in his defense, and indemnify the Actor against any loss or damage which he may suffer, arising out of his employment in any such production. This Rule does not apply to acts other than in the course of employment unless directed by the Theatre or its representative.

(B) It is specifically agreed and understood between the Actor and the Theatre that the language, business and costuming of the play are under the control and direction of the Theatre and author who, according to custom, can at any time erase or amend the scenes and lines, and that consequently the Actor has no certain method of knowing during

Rule 46. PRODUCTION PROSECUTED  
Rule 47. PROFESSIONAL THEATRE INTERNS

rehearsals, whether in its final presentation the play is susceptible of being considered immoral or indecent. Therefore the Theatre 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 it or the author be arrested or summoned on such charges, that (Equity consenting) the Actor may terminate the engagement forthwith. Upon such termination the Theatre 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 Theatre shall forthwith furnish bail for the Actor; and, in the event of its failure to do so, or for any breach of this Rule, the Theatre shall pay to the Actor (Equity consenting) the sum of \$1,000.00. 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.

#### **47. PROFESSIONAL THEATRE INTERNS.**

(A) The Theatre may employ as a Professional Theatre Intern an individual who:

- (1) Has completed at least 25 weeks as a registered Equity Membership Candidate; or
- (2) Has graduated from a college or University and holds at least a Bachelor's degree in Theatre, or has completed an accredited professional theatre training program; or
- (3) In the judgment of the Theatre and Equity, is qualified on the basis of a resume of experience or training or a combination thereof.

(B) A Professional Theatre Intern shall be signed to a standard contract with the notation that the Actor is being engaged as a Professional Theatre Intern.

- (1) The minimum salary for a Professional Theatre Intern shall be 75% of the applicable weekly minimum in all categories.
- (2) A Professional Theatre Intern on overnight tour shall be paid the minimum salary for the Theatre category plus per diem.
- (3) On local tours, the minimum salary for a Professional Theatre Intern shall be 75% of the applicable minimum touring salary on a standard Equity Contract.
- (4) The Theatre agrees to participate in the Equity-League Pension Trust Fund and to make weekly contributions thereto in an amount equal to 2.5% of all gross payments made to the Professional Theatre Intern in each and every week of employment from February 18, 2013, through February 12, 2017.
- (5) The Theatre agrees to contribute to the Equity-League Health Benefits Trust Fund in accordance with the rates outlined in Rule 29, Health Benefits.

(C) Requirements for Engagement. The minimum period of employment shall cover the Theatre's full rehearsal and performance schedule for that production, which shall be no less than six consecutive weeks with the dates noted on the contract.

(D) After 50 weeks or two years from the first date of employment, whichever comes first, a Professional Theatre Intern must be signed to or his contract converted to a standard Equity contract.

(E) No Actor may be hired as a Professional Theatre Intern who has previously worked under a standard Equity contract.

(F) Professional Theatre Interns must be identified in the program as "Equity Professional Theatre Intern."

(G) The Theatre may employ Professional Theatre Interns according to the tables listed below:

"A" Category

<u>Standard Contracts</u> .....	<u>Theatre Interns</u>
19 .....	1
21 .....	2
23 .....	3
25 .....	4
27 .....	unlimited

"B+" Category

<u>Standard Contracts</u> .....	<u>Theatre Interns</u>
13 .....	1
14 .....	2
16 .....	3
18 .....	4
20 .....	unlimited

"B" Category

<u>Standard Contract</u> .....	<u>Theatre Interns</u>
11 .....	1
13 .....	2
15 .....	3
17 .....	4
19 .....	unlimited

"C" Category

<u>Standard Contracts</u> .....	<u>Theatre Interns</u>
9 .....	1
11 .....	2
13 .....	3
15 .....	4
17 .....	unlimited

Rule 47. PROFESSIONAL THEATRE INTERNS  
 Rule 48. PROGRAM, SOUVENIR PROGRAM, CAST LIST

"D" Category

<u>Standard Contracts</u> .....	<u>Theatre Interns</u>
7 .....	1
8 .....	2
9 .....	3
10 .....	4
11 .....	unlimited

(H) Professional Theatre Intern contracts shall not be counted for the purpose of determining a Theatre's non-professional status, except that Professional Theatre Intern contracts shall count toward the Equity per cent of total cast when computing the number of non-professionals available under the 35% limitation. However, all casts must contain at least one Actor playing a role.

This provision, only as it concerns the 35% rule, shall revert to 30% effective February 11, 2018.

(I) Except as provided above, a Professional Theatre Intern shall be subject to all other terms of this Agreement.

**48. PROGRAM, SOUVENIR PROGRAM and CAST LIST.**

(A) A free cast list shall be given to all patrons at each performance. It must contain a listing of all Actors, together with their roles and/or functions.

When there is not an all-Equity cast, members of Actors' Equity Association shall be identified in the cast list by an asterisk (\*) in one of two places: on the cast list or next to the Actor's biography. The following wording shall appear in a footnote on the cast page (if the cast list is asterisked) or once on each double-page spread where the Actor's biography appears (if the biography is asterisked): "Member of Actors' Equity Association, the Union of Professional Actors and Stage Managers in the United States."

When there is an all-Equity cast, the following language shall appear in the program: "The Actors and Stage Managers employed in this production are members of Actors' Equity Association, the Union of Professional Actors and Stage Managers in the United States" and no asterisks shall be required.

(B) All Actors, including Stage Managers and Assistant Stage Managers, signed to Equity contracts in the production shall be listed either on the title page or on the first page on which there is a complete cast listing. The Dance Captain, if known at the time of printing, shall be listed on the cast list page.

(C)

(1) Where a biography other than that of the Author(s) appears, biographies shall be included for the performing Actors, Stage Manager and the Assistant Stage Manager. The Actor shall have the right of approval of biographical material for the program and souvenir program. Approval must be in writing, and shall not be unreasonably withheld. Biographical material not disapproved within 48 hours of its submission to the Actor shall be considered approved.

Rule 48. PROGRAM, SOUVENIR PROGRAM, CAST LIST

(2) In the event that there are errors or omissions in the printed cast listing (including understudies who wish to be listed), in the program and/or souvenir program, the Theatre agrees, upon receipt of notice of an omission or error in such cast listing, that it will, within 24 hours (including at least one business day), place in the program and/or souvenir program a mimeographed or printed slip correcting the omission or error and will also correct the omission in the next printing of the program and/or souvenir program, provided such notice is given at least 24 hours prior to the press deadline.

(3) For each failure either to place a correction slip in the program and/or souvenir program, as stipulated above, or to correct the program and/or souvenir program cast listing at the next printing, after proper notice, the Theatre shall pay the Actor involved a sum equal to 1/8<sup>th</sup> of the Actor's contractual salary for each week or part thereof during which the omission or error continues.

(D) The Theatre agrees to include the following in the program: "This Theatre operates under an agreement between the League Of Resident Theatres and Actors' Equity Association, the Union of Professional Actors and Stage Managers in the United States." The Theatre has the option to include the Equity emblem, and will be supplied with a "cut" by Equity, when requested.

(E) Changes in Cast.

(1) All understudies and their roles must be listed in the program unless requested by the understudy not to be listed.

(2) When an Understudy takes the place of an Actor whose part listed in the program is a specifically identifiable character, or where such an Actor is replaced by another Actor (except in an emergency which occurs at or after half-hour, in which case an announcement shall be made from the stage), announcement to this effect shall be made in two out of the following three ways:

(a) Through the insertion of a printed slip in all programs.

(b) By means of an announcement from the stage.

(c) By means of a sign conspicuously and prominently posted at the entrance to the theatre at the place where tickets of admission are collected. This sign shall be at least eight by ten inches in size, with letters at least one inch high.

(3) In all of the above cases, such announcements shall include the role, the name of the Actor playing such role and the name of the Actor replaced unless the Actor replaced requests, in writing, the omission of his name.

(4) For each failure to give the required notice of substitution, the Theatre agrees to pay the Actor whose part is played by an Understudy or another Actor, and also such Understudy or other Actor, a sum equal to 1/8<sup>th</sup> of his own weekly salary, extra.

Rule 48. PROGRAM, SOUVENIR PROGRAM, CAST LIST

Rule 49. PROPERTY

(5)

(a) Unless Equity shall otherwise order, the Theatre shall not require the Actor to alternate with an Understudy or a successor, and if replaced by either without the Actor's consent, he may not be thereafter required (unless Equity otherwise orders) to act again in the part or to report to the theatre for that purpose. Payments, however, shall continue to be made to him according to the terms of his agreement.

(b) However, an Actor may agree in a rider to his contract to alternate performances with another Actor. Notice that a role is being performed by more than one Actor must be stated in the program and the Actor performing must be properly identified. If such notice is not included in the printed program, then any change of cast must be announced in accordance with section (E)(2) above.

#### **49. PROPERTY.**

(A) The Theatre shall reimburse the Actor for all loss and/or damage to (1) his property used or to be used in connection with a production or productions covered by his contract of employment, (2) the personal clothing worn by the Actor to the theatre, and (3) the personal effects of the Actor, including his baggage and eyeglasses, while any such property is in the possession or control or under the supervision of the Theatre, or any of its representatives, agents, servants, or employees, or while said property is in any theatre, building, or other place in which the production (or productions) covered by the Actor's agreement has been, or is being given, or is to be given, or when any such property or personal effects have been in any way shipped, forwarded, or stored by the Theatre or any of its representatives, agents, servants, or employees, up to a limit of \$3,000.00 for the Actor's personal effects and clothing and up to a limit of \$1,500.00 for the Actor's jewelry; except that, if the Theatre 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, the Theatre shall be liable for loss and/or damage only if said personal valuables, jewelry, and/or cash are given to the Theatre or its agent for safekeeping. In this regard, the Theatre agrees to 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 call-board.

(B) The Theatre shall be liable as hereinabove provided, whether or not the act, fault, or negligence of the Theatre, its representatives, agents, servants, or employees caused or contributed to such loss or damage. The Theatre, however, shall not be liable for any loss or damage to the property of the Actor while said property is under the sole and exclusive control and supervision of the Actor.

(C) Except as above provided, the Theatre shall not be responsible for any loss and/or damage to the personal property of the Actor, over and above the limitations herein set forth, and whereas to such property it is the duty of the Actor if he desires to protect himself against loss to insure the same. The Theatre may meet the foregoing obligations

by maintaining adequate and sufficient insurance coverage which shall provide the same protection as the Theatre hereby assumes. Upon the direct payment of any damage or loss to the Actor by the Theatre, the Theatre or the Insurer shall be subrogated to all rights of the Actor to the extent of such payment.

**50. RECORDINGS (Use in Production).**

(A) The Actor shall not be required to work in any production where recordings are used to supply dialogue, singing and chanting, or business where living actors might be employed, unless the Theatre shall have first obtained the written consent and permission of Equity, and shall comply with all such terms and conditions as Equity may prescribe.

(B) Provided he agrees in his contract, an Actor may record, film or tape a portion of the role which he performs on stage for use in the production. 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, and must be made during the regular rehearsal hours. Notwithstanding the foregoing, a Chorus Actor or Ensemble may not record, film, or tape a portion of the role that he performs or they perform on stage to enhance or replace live dialogue, singing and chanting, except that Ensemble recordings may be used in limited circumstances to address situations in a production where live performance is not possible or practicable.

Instances in which use of Ensemble recordings would be permissible include, but are not limited to: feedback problems that cannot be corrected; where costumes or masks make it difficult for the Actors to sing as intended; when Actors are required to make costume changes or crossovers when other Actors are not available or able to sing what has been scored; to correct pitch problems (e.g., related to Actors singing *a capella* while walking down the aisles); where the staging makes it difficult for Actors to hear one another; in a Dramatic Play with no conductor to direct; as a sound effect.

It is understood that vigorous choreography alone is insufficient reason to make Ensemble recordings. An Ensemble recording shall not be used to replace an entire number without the consent of Equity.

**51. REHEARSAL, PERFORMANCE, AND OTHER WORK-RELATED RULES.**

(A) Workweek and Work Day.

(1) A week shall mean from and including Monday to and through Sunday.

(2)

(a) During non-performance weeks, the total workweek for small and medium cast plays (14 or fewer performers on stage) shall not exceed 48 hours, of which no more than 45 hours shall be allotted to rehearsal.

(b) During non-performance weeks, the total workweek for large cast plays (15 or more performers on stage) and rotating repertory shall not exceed 50 hours, of which no more than 47 hours shall be allotted to rehearsal.

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(c) In the seven days prior to the first paid public performance, the total workweek shall not exceed 52 hours. The 52 hour workweek shall fall either in the last full week of rehearsal or the week of the first paid public performance, but not both.

(d) During combined rehearsal and performance weeks, the total workweek, including but not limited to performances, rehearsals, costume calls, photographs, understudy rehearsals, brush-up rehearsals, and classes (subject to the provisions of section (C)(6)(d) below), shall not exceed 50 hours. (For Musical Production rehearsal hours, see Rule 37(F).)

(3) Except for days when there are early student performances, the span of the work day shall not exceed 12 consecutive hours.

(B) Performances.

(1) There shall be no more than eight performances in any week without additional compensation. Notice of the regular performance schedule and any additional performances known by the Theatre shall be posted at the Theatre's announced auditions. A rider describing the regular performance schedule and known additional performances shall be attached to the Actor's contract at the time of contract signing.

(2)

(a) The Actor shall be notified of any change of the performance schedule at least two weeks in advance, except in an emergency when a shorter notice period agreed to by a majority of the cast shall be permitted.

(b) When a Theatre's performance schedule is fewer than eight performances per week, the Actor must receive no less than one week's notice of the addition of performances up to the permitted eight. The Theatre shall give notice at the time of scheduling such additional performance(s) but in no event less than one week's notice, except in an emergency when a shorter notice period agreed to by a majority of the cast shall be permitted.

(3) There shall be no more than two performances in any day nor more than five performances in any three-day period. The total number of hours worked on a two-performance day, including half-hour, shall not exceed nine.

(4) Notwithstanding the above, if the Actor is performing solely in local tours in any week, 10 performances may be given. Each such performance must be limited to a maximum of 1½ hours.

(5) A ninth performance shall be paid for at the rate of 3/16<sup>ths</sup> of weekly contractual salary. A tenth performance shall be paid for at the rate of 2/8<sup>ths</sup> of weekly contractual salary.

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A Theatre scheduling more than eight performances per week shall notify the Actor of such performances in a rider prior to the execution of his contract. If prior notice is not given, additional performances shall not be scheduled in more than two consecutive weeks without the prior approval of Equity.

(6) Any performance which begins prior to 12:00 noon (except to pre-school or student audiences) or which continues beyond 1:00 AM shall be paid for at the rate of an additional 2/8<sup>ths</sup> of weekly contractual salary. If there are to be any performances prior to 12:00 noon, the Actor shall be so advised at the time of audition or interview. In the event the Actor is engaged without audition or interview, the Actor shall be so advised at the time of contract signing. In either event, a rider must be attached to the contract. Should there be no rider, the Actor shall not be required to perform without the express consent of Equity.

(7) Performances Lost. If the cast as a whole cannot perform because of fire, accident, riot, Act of God (or official planning action for an Act of God, e.g., NYC shuts down public transportation in planning for Hurricane Sandy), National Day of Mourning, or the public enemy, which could not be reasonably anticipated or prevented, the Actor shall receive the applicable minimum salary for the first three performances lost. Should any of the foregoing conditions continue for a period of ten days or more, either party may terminate the contract, and the Theatre shall pay for all services to date. For any cancelled performance where the Actor's salary is not reduced as provided herein, the Theatre may substitute a performance for the cancelled performance by giving written notice to Equity and the Actor. Any such substitute performance that is a ninth or tenth performance shall be paid for at the rate set forth in Rule 51(B)(5). The Actor's unavailability for a substitute performance shall not constitute "just cause" for termination.

"Acts of God" shall refer to the forces of nature that are: (1) unpredictable and difficult to anticipate; (2) the result of the direct, immediate and exclusive operation of the forces of nature, uncontrolled or uninfluenced by the power of man and without human intervention; and/or (3) of such character that it could not have been prevented or avoided by foresight or prudence.

(C) Rehearsals.

(1) At the Theatre's option, on non-performance days, rehearsal shall not exceed "7 out of 9" or "8 out of 10" consecutive hours. The Company shall receive no less than 12 hours' notice of the span of each rehearsal day.

(2) A six-hour rehearsal block may be utilized provided the following conditions are met:

(a) Provided there has been a majority secret ballot vote by the cast at the first rehearsal, the Theatre may schedule 6 six-hour rehearsal days in one week and may add two additional hours in one-hour segments for photo and costume calls.

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There shall be a one-hour meal break between rehearsal and photo/costume call unless the individual Actor requests that no break be given.

This shall be the entire work schedule for the week.

(b) A majority cast vote, by secret ballot, at the first rehearsal shall be required for use of a six-hour rehearsal block in combination with the standard rehearsal schedule in section (C)(1) above. Thereafter, if the six-hour option is to be used, the Theatre shall give the cast 12 hours' notice.

(i) The six-hour rehearsal block shall constitute the entire work schedule for the day.

(ii) Each six-hour rehearsal block used shall count as eight hours for the purposes of calculating the hours rehearsed in a work week.

(c) Within the six-hour rehearsal block, there shall be 40 minutes of break time to be distributed in accordance with section (E)(2) below except that one break shall not be less than 20 minutes.

(d) A rider shall be attached to the Actor's contract informing him that such an option shall be available during the rehearsal period.

(3) Except as provided in section (C)(4) below, on one-performance days, (a) if the performance is 3½ hours or less (including half-hour), rehearsal shall not exceed five consecutive hours; (b) if the performance is over 3½ hours (including half-hour), rehearsal shall not exceed 4½ consecutive hours; (c) if the performance is over four hours (including half-hour), rehearsal shall not exceed four consecutive hours.

(4) There shall be no rehearsal on a two-performance day if only one such day is scheduled in the week. Where two two-performance days are scheduled in the week, two consecutive hours of rehearsal will be permitted on one such day if the Actors elect to do so by majority vote. In Repertory Theatres, the company vote will be taken prior to the commencement of rehearsals for the second production of the season. In non-Repertory Theatres, the cast vote will be taken on the first day of rehearsals for each production. If the Actors elect that there will be no rehearsal on either two-performance day, two hours may be used in ½-hour segments to extend rehearsals on four one-performance days to a maximum of 5½ hours.

This shall also apply to non-performing members of the cast (see section (E) below).

(5) The Theatre shall conduct an on-stage, full-dress, full-tech, non-stop run-through of the entire play, including intermissions, prior to the first public performance. If, due to unforeseen circumstances, the tech/dress rehearsal cannot be achieved, the Theatre shall ensure that all aspects of the production that might endanger the Actor are rehearsed. Also, the Theatre shall make an

announcement from the stage prior to the beginning of the performance that there may be a need to stop.

(6)

(a) On a non-performance day during the seven-day period prior to the first paid public performance of a production, the Theatre may schedule two days of "10 out of 12" consecutive hours for each production.

(b) There shall be no more than two days of rehearsal of "10 out of 12" consecutive hours in any workweek. In non-Repertory companies, no "10 out of 12" day as referred to above shall be permitted unless there has been at least a 20-day interval from the previous production's last "10 out of 12" day. No "10 out of 12" day may be followed by two consecutive two-performance days.

(c) The schedule permitted in sections (C)(6)(a) and (b) above shall fall within the maximum workweek of 52 hours where permitted (see section (A)(2) above). The Company shall receive no less than 12 hours' notice of the span of each rehearsal day.

(d) After the official opening or one week following the first paid public performance of the Actor's final production of the season, whichever comes first, rehearsals shall be limited to 10 hours per week for understudy, brush-up, replacement and classes only. Where the author (i.e., playwright, translator, adapter, or composer) is in residence a substantial portion of the time, the 10-hour brush-up rule referred to above may be used for revisions for four weeks following the first paid public performance.

(e) If, at the time of the rehearsals covered by section (C)(6)(d), a commercial Producer holds the rights to transfer the Theatre's production, any rehearsal after the official opening for the purpose of revision will require payments to the Actor equal to double the stage's overtime rate.

(f) Rehearsals must be consecutive except for a break of 1½ hours after five consecutive hours of work. This break shall be reduced (or eliminated on a 5½-hour rehearsal day when permitted under section (C)(4) above) in accordance with section (E) below.

(g) Excluding local tours, if a company is on tour and any member of the company is being paid less than "A" category minimum, rehearsals shall be for understudy, brush-up and replacements only and limited to 10 hours per week.

(D) Costume Calls, Photographs and Publicity.

(1) Costume Calls.

(a) Prior to Beginning of Rehearsals.

Once the Contract has been issued by the Theatre, the Actor shall be available for one costume measurement prior to the rehearsal period at a mutually

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convenient time. The Theatre shall provide or reimburse the Actor for transportation to and from such call. If the call, including travel, is more than two hours, overtime shall be paid. Subsequent calls prior to the rehearsal period shall be paid at the applicable overtime rate plus transportation for up to four hours; calls over four hours shall be paid at 1/6<sup>th</sup> of minimum salary plus transportation.

(b) After the Beginning of Rehearsals.

In addition to rehearsal time, but within the maximum hours of the workweek as outlined in section (A), the Theatre may schedule a combined total of no more than seven hours for costume and/or photo and/or media calls per production.

Costume calls must be consecutive with the rehearsal hours as specified in section (A) and must be calculated in segments of no less than ½ hour. Combined rehearsal and costume calls may reach a maximum of six consecutive hours without a break.

(2) Photo Calls.

(a) The Theatre may require the Actor to pose not only for customary and usual photographs, but also for photographs to appear in magazines or newspapers for the sole purpose of publicizing and advertising the play. Said photographing may take place on a one performance day, or before or after rehearsal, subject to the limitations set forth herein, or during the authorized rehearsal hours, but in no event during auditions, or on a two performance day, or after the evening performance on a day immediately preceding the day off, or the evening prior to an early student matinee day.

(b) There shall be no more than one picture call in any week and of no less than ½ hour's duration. The Actor shall receive no less than 24 hours' notice of a picture call. However, combined photo and rehearsal hours may reach a maximum of six consecutive hours without a break.

(c) If the picture call takes place after a performance, refreshments shall be made available to the Actor at the Theatre's expense. No photo call may extend beyond 1:00 AM.

(d) If the photographs are taken at a time other than herein above specified, or if the limitation in the number of calls is exceeded, the Actor shall be paid not less than an additional 1/8<sup>th</sup> of his weekly salary for each day or part thereof in which the photographing takes place.

(e) The Actor's name shall be properly credited on the same page as his photo or on the facing page whenever and wherever the photographs are used and/or distributed by the Theatre, except in a group photograph of more than five. If the Actor's photo appears on the front or back cover, his name shall be credited on the first available following or preceding page, respectively.

The Theatre shall use its best efforts to insure the crediting of photographs not under the Theatre's control.

The Actor shall have the right of approval of all individual non-production photographs used or distributed by the Theatre and under its control. If the Actor withholds his permission, he may be required to supply his own photographs.

(f) Should the Theatre fail to credit the Actor's name properly as required in section (D)(2)(e) above, and the Theatre does not or cannot correct the error within five business days of notification, the Actor shall receive a payment of \$100.00.

(3) Publicity. (See also Rule 35(Q), Personal Appearances)

(a) An Actor may not be required to be available for personal appearances/interviews or for publicity events. The Theatre may request and the Actor may agree to participate in personal appearances/interviews and publicity events.

(b) Notwithstanding the above, the Theatre will make best efforts not to request the Actor to be available on his day off or on a two-show day.

(c) For all publicity arranged by the Theatre, the Theatre shall provide or, with prior approval of the Theatre, reimburse the Actor for roundtrip transportation and all reasonable personal expenses incurred in connection with the publicity (e.g., hairstylist, professional make-up).

(d) If an Actor appears in costume and make-up outside regular rehearsal hours at the Theatre's request, Actor shall receive payment at the applicable overtime rate (Rule 55(M)(1)) unless the Actor receives payment per Rule 35(Q).

(e) The Actor's picture may not be used in conjunction with a commercial product unless the Theatre has obtained the Actor's prior written authorization identifying the product involved.

(f) If the Actor consents to the use of his picture, as aforesaid, he shall be paid not less than \$100 for said use. Actors called to a picture call, for the purpose described above, whether at the theatre or elsewhere, shall be paid \$100 per hour, but shall be paid no additional sums for the use of pictures taken during said call.

(E) Breaks, Rest Periods, Days Off.

(1) There shall be a break of no less than 1½ hours after not more than five consecutive hours of work except as provided in sections (D)(1)(b) and (D)(2)(b) above. If the Theatre has no objection, the Deputy(ies) may reduce this break to one hour. This Deputy prerogative shall be exercised solely for the convenience and at the request of the company by a 2/3<sup>rds</sup> majority secret ballot vote of the Equity members of the company.

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(2) Except during run-throughs and dress rehearsals, there shall be a break of five minutes after no more than 55 minutes of rehearsal or 10 minutes after no more than 80 minutes of rehearsal for each member of the company. During non-stop run-throughs, there shall be a break of not less than 10 minutes at the intermission point(s).

(3) There shall be a break between the rehearsal, photo/costume, and half-hour call. There must be a cast vote, majority controlling, indicating whether such break shall be 1½ or 2 hours, except no break shall be required should the only rehearsal call for the day be for one hour or less provided the Theatre schedules it just prior to half-hour and provided that in each instance there is a unanimous, secret ballot cast vote from each Actor involved in the rehearsal.

(4) There shall be no less than 1½ hours and no more than three hours between curtain down and the rehearsal call. The rest period may be reduced or extended by a cast majority vote.

(5) There shall 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 Rule 64(l)(3) for Stage Manager's Breaks), except that where a pre-school or student audience performance begins prior to 12:00 noon, the rest period may be reduced to 10 hours. At the company's request, by a 2/3<sup>rd</sup>s majority secret ballot vote, the Deputy(ies) may also reduce this period to a minimum of 10 hours on one performance days. If the company has voted to rehearse on a two-performance day (see section (C)(4) above), the rest period may be 11 hours.

(6)

(a) There shall be a 1½-hour rest period exclusive of half-hour, between performances. The Theatre may reduce this period to not less than one hour inclusive of half-hour, provided both performances are of the same play and provided a choice of hot or cold meal, including one vegetarian meal, if requested, is served to the cast at the Theatre's expense. The rest period shall be computed from the time the meal is delivered.

(b) On local tours, where the play runs one hour or less, the rest period between performances may be one-half hour and no meal need be served.

(7)

(a) There shall be one scheduled full day off each week free of travel, rehearsals and/or performances, except that the day off for the workweek containing the first paid public performance may be moved to the final day of the previous week. A full day shall be 24 hours in addition to the regular rest period required at the end of each working day. [See also Rule 51(E)(8).]

(b) There shall be no call of any kind after the evening performance on a day immediately preceding the day off.

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(c) The day off shall be stated in the contract and may be changed no more than three times during the first 24 weeks of the season and three times during the balance of the season upon one week's notice.

(d)

(i) Thanksgiving. There will be no rehearsal or performance (except during tech week) on Thanksgiving Day. Should the Theatre schedule a second day off during the workweek in which Thanksgiving occurs, the Theatre may schedule six performances over three consecutive days during that week.

In addition to the required day off on Thanksgiving, there shall be a daylight day of rest in the same week as the holiday, unless the Actor is both rehearsing and performing or unless there is a second day off during the workweek. If Thanksgiving falls during tech week, the daylight day of rest is only required if there is a day free of technical rehearsals. Such daylight day of rest may end at 5:00 PM.

(ii) Christmas. There will be no rehearsal or performance (except during tech week provided an alternate day off is scheduled) on either December 24 or December 25 (but not both). The day off on December 24 or December 25 shall be in lieu of the regularly scheduled day off for the week. If the Theatre schedules a day off in the workweek in addition to the day off on either December 24 or December 25, the Theatre may schedule six performances over three consecutive days during the seven-day period prior to or following December 25 but not both.

During tech week, unless there is a second day off during the workweek, there shall be a daylight day of rest in the same week as the holiday. The daylight day of rest is only required if there is a day free of technical rehearsals in Christmas week. Such daylight day of rest may end at 5:00 PM.

(iii) Any changes of day off required by sections (i) and (ii) above will not be included in the changes of day off referred to in section (E)(7)(c).

(e) Under no circumstances may more than eight consecutive days elapse between days off, except that 12 days may elapse between days off to comply with the Thanksgiving and Christmas Rule above (see Rule 67(H)(1)(k)(iii)).

(f) NOTWITHSTANDING THE ABOVE, THE WORKWEEK IS STILL DEFINED AS MONDAY THROUGH SUNDAY AND THERE MUST BE A DESIGNATED DAY OFF WITHIN EACH WORKWEEK.

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(g) If the Actor is called by the Theatre to work on the designated day off, the Actor shall receive 2/6ths of weekly contractual salary or double the overtime rate, whichever is greater.

(8) In addition to the regular day off, there shall be a daylight day of rest for each member of the company subject to the following:

(a) This shall be made available for each production but not in the seven-day period up to and including the official opening.

(b) There shall be at least one daylight day of rest within each six-week period of the Actor's employment.

(c) The day selected shall be by mutual agreement, but should there be no such mutual agreement, the assignment of that day shall be made by the Theatre no later than three weeks prior to the day of rest.

(d) The Actor shall not be called on a daylight day of rest before 6:00 PM.

(e) The designated day of rest may be changed upon one week's notice.

(f) During the Actor's final production, after the official opening or two weeks following the first paid public performance, whichever comes first, the day following the day off shall be a daylight day of rest except when there is a matinee performance or emergency rehearsal but at least once in every three-week period or part thereof .

(9) If an Actor is engaged under a single contract for more than one production, there shall be at least one day within each six-week period during which the Actor shall not be called before 1:00 PM.

(F) Notes.

(1) Note sessions may be held after no more than four preview performances.

(2) Note sessions shall be limited to one hour from curtain down and that hour shall be deducted from the next rehearsal day.

(3) Note sessions may be held only on a one-performance day.

(4) Individual Actor notes may not be posted on the call-board, except in a sealed envelope.

(G) Rehearsing Away from the Resident Theatre. When an Actor or Stage Manager is required to rehearse away from the city or greater metropolitan area in which the contracting Theatre is located, for such rehearsal period only, he shall (i) be provided housing, in accordance with Rule 30, and be paid per diem, in accordance with Rule 55(L)(3); and (ii) be paid weekly salary as follows: if the Actor's or Stage Manager's weekly contractual salary is less than the next highest category minimum, his weekly salary shall be raised to that next highest weekly minimum salary. This provision shall not apply to any Actor or Stage Manager who has a residence in the city or greater metropolitan area in which such rehearsals are held.

## 52. REPLACEMENT OF THE ACTOR.

(A) Unless Equity shall otherwise order, the Theatre shall not require the Actor to alternate with an Understudy or a successor, and if replaced by either without the Actor's consent, he may not be thereafter required (unless Equity otherwise orders) to act again in the part or to report to the theatre for that purpose. Payments, however, shall continue to be made to him according to the terms of his agreement.

(B) However, an Actor may agree in a rider to his contract to alternate performances with another Actor. Notice that a role is being performed by more than one Actor must be stated in the program and the Actor performing must be properly identified. If such notice is not included in the printed program, then any change of cast must be announced in accordance with Rule 48(E)(2).

## 53. REPORTS.

(A) W-2 Forms. W-2 Forms must be furnished to the Actor. Equity may, at its discretion, at any time, require the Theatre 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 for the entire season.

(B) On the first day of rehearsal, each Actor shall receive a kit containing all information regarding state and local taxes and all forms applicable to same or, if not immediately available, information as to where such forms may be obtained.

(C) Weekly Report to Equity.

(1) By the Friday following the first week of employment and by each Friday thereafter, the Theatre shall and must furnish Equity, on a form supplied by Equity, with a weekly report, listing all Actors on Equity contract and all non-professionals employed in each production. The Theatre shall also furnish Equity, by the Friday following the first week of performances, a copy of its program. Should there be any additional printing(s) of the program, or inserts with cast changes, a copy of this program or insert shall also be sent. The Theatre, for each week of failure to file the reports, shall pay to the Actors' Equity Foundation, Inc., the sum of \$25.00. 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.

(2) If within four weeks of receipt of such reports Equity fails to notify the Theatre of a possible violation based upon that report, or fails to request further information, Equity shall not thereafter take any action or make any claim based upon it.

**54. SAFE AND SANITARY PLACES OF EMPLOYMENT.**

The Theatre agrees to provide the Actor with safe and sanitary places of employment.

Theatre agrees to address any Actor's reasonable concerns about his safety when traveling to and from the theatre and/or rehearsal space after sunset.

All Theatres will notify all Directors, Choreographers and Designers, in writing, of the following: The Theatre and the League of Resident Theatres (LORT) are concerned about the safety of Actors in rehearsal and performance. Staging, choreography and design must take Actor safety into account and will be reviewed by the Theatre accordingly. Of concern, for example, are turntables, moving scenery, weapons, costumes, fog and/or smoke, and the use and degree of raked stages; suspension from trapezes or wires or like contrivances; and use of or exposure to weapons, fire, or pyrotechnic devices. For each show in the season, the Stage Manager, utilizing a form approved by Equity and LORT, shall identify the production elements.

(A) Stage. The Theatre will make best efforts to maintain appropriate temperatures on indoor stages to provide a comfortable working environment for the Actors.

(B) Dressing Rooms.

- (1) Separate dressing rooms for male and female Actors will be provided.
- (2) Dressing rooms (except quick-change booths) shall be of a permanent type, and shall not be only under canvas.
- (3) Each Actor shall be provided sufficient and suitable dressing table space. All dressing rooms shall be properly heated and shall have adequate lights, mirrors, shelves and wardrobe hooks for Actors' make-up and dressing equipment. Mirrors and dressing tables shall be thoroughly cleaned prior to the Actor's occupancy of the dressing room.
- (4) Use of fluorescent lighting for make-up purposes is prohibited unless the fluorescent lighting is specifically warranted by the manufacturer to be for make-up purposes.
- (5) All dressing rooms shall be equipped with air-conditioning systems, air-cooling systems or some similar type of mechanical device to insure proper ventilation and the circulation of fresh, cool air.
- (6) The Theatre agrees to provide heat in the dressing rooms if the outside temperature falls below 60 degrees F.
- (7) A telephone for the Actors shall be accessible to the dressing room areas.
- (8) Alleys and roads leading to stage doors of theatres shall be accessible and properly lighted. Runways between dressing rooms and the Theatre shall be covered and paved or boarded.
- (9) Dressing room entrances and windows shall be properly masked from the view of the audience to insure the Actor's privacy.

(10) There shall be a fire extinguisher accessible to each dressing room.

(11) All dressing rooms shall be swept and cleaned at least once a week by the Theatre.

(C) Lavatory and Toilet Facilities.

(1) Separate sanitary facilities will be provided for male and female Actors. Toilets and lavatories will be clean and sanitary, and will be separate facilities from those provided for the audience.

(2) The Theatre will provide soap, toilet tissue and paper towels.

(3) Sinks with hot and cold running water shall be available in or reasonably convenient to the dressing rooms. "Reasonably convenient to" shall mean within the same building and in the dressing room area.

(4) There shall be showers with hot and cold running water in all theatres where the Actor is required to use body make-up (see Rule 12(D)).

(5) Any walkway between the dressing rooms and toilet facilities shall be masked from the view of the audience.

(D) Rehearsal Space. In all open-air and tent theatres, the Theatre shall make available adequate covered rehearsal space, which shall be safe, comfortable and healthful at all times. All other rehearsal areas shall provide heating and cooling devices, etc., as referred to in section (B) above.

(E) Warm Up Area. The Actors will be advised where they may warm up and when such area(s) will be available for use.

(F) Aisles Ramped. In all arena theatres, there shall be no riser between the runway and the stage. A ramp or other leveling device must be provided.

(G) Guide Lights. All ramps, stairways, levels or platforms higher than three (3) feet, entrances and exits, cross-over areas, or off-stage passageways, which may be affected by blackouts, shall be illuminated with guide lights or luminous tape. In arena theatres there shall be two guide lights on the edge of the stage and one on each side of every ramp leading to the stage. In addition, there shall be a guide light on each side of the aisle adjacent to the first row of seats of every aisle, and there shall be guide lights on each side of every aisle at eight-foot intervals. There shall be a warning light at eye-level on both sides of every pole located in an aisle, or any other obstruction in an aisle which Equity shall deem to be injurious or unsafe, and there shall be side rails on any ramp adjacent to any pit, and level guide lights on stage along the edge of any pit.

(H) Aisles. Aisles shall be maintained in a firm and even condition and if not constructed of a hard surface such as concrete, asphalt, or macadam, must be covered, and the coverings be secure.

(I) Permanent Backstage Stairways. If within the Theatre's control, existing treads, lighting, and handrail supports shall be maintained in a safe condition. In the event

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existing treads need to be replaced, special consideration shall be given to installing cushioned treads.

(J) Dancing and Fighting Surfaces.

(1) Actors shall not be required to rehearse or perform dances, fights or falls on concrete or marble floors or on any other surfaces which Equity shall deem to be injurious or unsafe, or on wood or on any other substance laid directly over such similar surfaces which do not provide air space of at least  $1\frac{5}{8}$  inches between the concrete or marble or similar supporting surface and the dancing surface.

(2) Where a portable stage is used, platforms must 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 must be clearly visible or protected by securely fastened guard rails.

(3) Pits not in use shall be covered completely by a firm material.

(K) Inclined Playing Surfaces.

(1) An "inclined playing surface" is defined as a major acting area that is inclined (e.g., raked stage, mound, etc.). Prior to the construction of any inclined playing surface, where the incline will be greater than  $\frac{1}{2}$  inch per foot, the Theatre shall promptly notify Equity, in writing, of such plans and provide such information as Equity may reasonably request. It is understood that when a Theatre is utilizing a set from a prior production, said notice may not be possible, and the Theatre agrees to notify Equity as soon as a determination is made that such set will be utilized.

(2) When an inclined playing surface of greater than  $\frac{3}{4}$  inch per foot is used for plays and an inclined playing surface of greater than  $\frac{1}{2}$  inch per foot is used for musicals, a qualified instructor will give instructions to the cast, before rehearsals commence on the inclined playing surface, as to how to perform on the inclined playing surface in order to minimize the risk of injury. Instructions will also be provided for all replacement Actors, as well as Swings and Understudies, before their first paid public performance.

(3) Identifying Qualified Instructors.

(a) A "qualified instructor," as referred to in (K)(2) above, shall be a health care practitioner with training or experience that includes skills and abilities necessary to assess risk factors associated with musculoskeletal injury/illness. Licensed professionals with such training include, but are not limited to, physical therapists, occupational therapists, and physicians. However, individuals in other professions may be considered "qualified instructors" after demonstrating equivalent study/knowledge in these areas.

(b) The Theatre will supply the Stage Manager and the Deputy with the name and qualifications of the instructor.

(L) Cots. The Theatre shall provide two cots backstage for any performer who may become ill during a rehearsal or performance. This cot shall not be in a dressing room but shall be easily available to the entire company. The Theatre may, in lieu of the above, provide a cot in each dressing room.

(M) First Aid Kits. Portable First Aid Kits, stocked with adequate supplies, and first aid information shall be available and easily accessible at all times wherever the Actor is required to rehearse, dress or perform.

(N) Intercom System. An intercom system between the stage area and the dressing rooms shall be installed in all theatres in which Equity deems that the dialogue from the stage is not clearly audible in the dressing rooms.

(O) Drinking Water. Ample, pure, cool drinking water shall be provided wherever the Actor is required to rehearse or perform.

(P) All areas of the theatre must be equipped for air circulation, heating, safety, safe access, and proper lighting.

(Q) Medical Services. An up-to-date list of medical services including doctors, dentists and hospitals, must be posted on the call-board at all times and qualified medical personnel shall be available in case of emergency.

(R) Emergency Evacuation Plan/Fire Safety Procedures. The Theatre must post a diagram of the locations of all fire exits and fire fighting equipment and proper procedures in case of fire. The Theatre shall consult with the local fire and/or police departments and formulate safety procedures which shall be given to the Actors prior to dress rehearsal at least once for each production.

(S) Smoking Areas. In theatres and rehearsal areas where smoking is permitted, non-common areas shall be designated by the Theatre for smoking.

(T) Smoke and Haze Effects.

The Theatre agrees to use only dry ice, liquid nitrogen, or substances listed in and in accordance with the specified limits set forth in GUIDELINES FOR THEATRICAL SMOKE AND HAZE for LORT Theatres dated March 19, 2003 (see Guidelines for Theatrical Smoke and Haze, page 141).

(U) Toxic Materials.

(1) Equity and LORT shall meet jointly in committee and work together (with such experts as are necessary) to identify and eliminate hazardous, toxic, or unsafe materials and procedures from the working environment.

(2) A mutually approved smoke machine and chemical substance shall be used when chemical smoke is required. Ventilation for the removal of the chemical smoke shall be provided during its use.

(3) The Theatre shall post such notices as are required by the regulations of the Occupational Safety and Health Administration.

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Rule 55. SALARIES

(V) Inspection and Compliance. The Theatre agrees that Equity's representative shall have the right to inspect the theatre to determine compliance with the Safe and Sanitary requirements set forth in the foregoing Rules. Any deficiencies shall be reported in writing to Equity and the representative shall furnish the Theatre with a copy of such report. Upon receipt of such report, Equity may notify the Theatre, in writing, to correct the deficiencies. Unless the Theatre then either corrects the deficiencies noted or gives Equity assurances satisfactory to it that such deficiencies will be promptly corrected, Equity's Council or its Executives may certify the theatre as unauthorized for rehearsal, for performances, or both, as the Council or its Executives may determine. Upon such certification and until correction of the deficiencies or the giving of assurances satisfactory to Equity that they will be corrected within a reasonable time, Equity may require Actors to refrain from rehearsing and/or performing in the theatre.

(W) A joint committee shall meet, as necessary, to discuss the Actors' safety in the working environment.

## **55. SALARIES.**

(A)

(1) Full contractual salary shall be paid commencing with the date the Actor is called upon to report to the theatre or for rehearsal or performance.

(2) A full week's salary shall be paid in any week in which the Actor is under contract and/or required to render any services. However, when the Actor is involved solely in rehearsal in his first week of employment, salary may be pro-rated in sixths and the Actor shall be so advised by rider.

(3) The Theatre may pro-rate the Actor's salary in the last week of employment provided that week does not exceed four days and a day off is provided within the four-day span. The Actor shall be paid  $1/6^{\text{th}}$  for a one performance day,  $2/8^{\text{ths}}$  for a two-performance day, and  $1/6^{\text{th}}$  for the day off. A full week's Health contribution shall be paid. The Actor shall be so advised by rider or, if appropriate, by a change in schedule per Rule 51(B)(2)(a).

(4) During the third and fourth weeks of December and the first week of January, the Theater may pro-rate salaries if any of these weeks is the Actor's last week of employment. It is further acknowledged that should this pro-rated formula become necessary, the Actor shall be paid  $1/6^{\text{th}}$  for a one performance day,  $2/8^{\text{ths}}$  for any two-performance day, and  $1/6^{\text{th}}$  for the day off provided the day off falls prior to the last performance day. The Actor shall be so advised by rider.

(B) Minimum Salaries for Actors.

	to 2/16/14	to 2/15/15	to 2/14/16	to 2/12/17
"A" Category	\$908	\$935	\$963	\$992
"B+" Category	\$857	\$883	\$909	\$936
"B" Category	\$788	\$812	\$836	\$861
"C" Category	\$731	\$753	\$776	\$799
"D" Category	\$583	\$600	\$618	\$637

(C) Minimum Salaries for Stage Managers in Non-Repertory.

	to 2/16/14	to 2/15/15	to 2/14/16	to 2/12/17
"A" Category	\$1317	\$1357	\$1398	\$1440
"B+" Category	\$1138	\$1172	\$1207	\$1243
"B" Category	\$939	\$967	\$996	\$1026
"C" Category	\$876	\$902	\$929	\$957
"D" Category	\$718	\$740	\$762	\$785

(D) Minimum Salaries for Stage Managers in Repertory.

	to 2/16/14	to 2/15/15	to 2/14/16	to 2/12/17
"A" Category	\$1317	\$1357	\$1398	\$1440
"B+" Category	\$1189	\$1225	\$1262	\$1300
"B" Category	\$1039	\$1070	\$1102	\$1135
"C" Category	\$950	\$979	\$1008	\$1038
"D" Category	\$813	\$837	\$862	\$888

(E) Minimum Salaries for Assistant Stage Managers in Non-Repertory.

	to 2/16/14	to 2/15/15	to 2/14/16	to 2/12/17
"A" Category	\$1099	\$1132	\$1166	\$1201
"B+" Category	\$957	\$986	\$1016	\$1046
"B" Category	\$797	\$821	\$846	\$871
"C" Category	\$735	\$757	\$780	\$803
"D" Category	\$591	\$609	\$627	\$646

(F) Minimum Salaries for Assistant Stage Managers in Repertory.

	to 2/16/14	to 2/15/15	to 2/14/16	to 2/12/17
"A" Category	\$1105	\$1138	\$1172	\$1207
"B+" Category	\$1030	\$1061	\$1093	\$1126
"B" Category	\$938	\$966	\$995	\$1025
"C" Category	\$809	\$833	\$858	\$884
"D" Category	\$674	\$694	\$715	\$736

Rule 55. SALARIES

(G) Minimum Salaries for Experimental Theatre.

For the term of the Agreement, minimum salary under the Experimental Theatre Contract for Actors and Assistant Stage Managers shall be 80% of “D” category minimum for Actors; and for Stage Managers, 80% of “D” category minimum for Stage Managers in Non-Repertory.

(H)

(1) Minimum Salaries for Lincoln Center Theater—Beaumont, Manhattan Theatre Club—Friedman, and Roundabout Theatre Company—American Airlines, Stephen Sondheim Theatre, and Studio 54, see Addenda I, II, and III, respectively.

(2) Minimum Salaries for Center Theater Group—Ahmanson, see Addendum IV.

(3) Minimum Salaries for Ford’s Theatre—see Addendum V.

(I) Should a production be extended for more than four weeks, the minimum salary shall be increased by 5%, beginning the fifth week.

(J)

(1) Additional Assistant Stage Managers may be employed at Actor’s minimum plus the payments stipulated herein if they also act (see Rule 64(B)(1)).

(2) In an "A" company, any Assistant Stage Manager who is permitted to and acts shall receive no less than \$30.00 per week in addition to his contractual salary. In "B+," "B," "C," and "D" companies, any Assistant Stage Manager who is permitted to and acts shall receive no less than \$15.00 per week in addition to his contractual salary.

(K) Media Payment. For the right of the Theatre to capture and use Reproductions under Rule 35, Theatre shall make a weekly 401(k) contribution as a media payment to each Actor. The contribution shall be a percentage of category minimum as follows:

	to 2/12/17
“A” Category	1.25%
“B+” Category	1.25%
“B” Category	0.75%
“C” Category	0.75%
“D” Category	0.50%
Lincoln Center Theater	1.50%
Manhattan Theatre Club	1.50%
Roundabout Theatre	1.50%
Experimental Theatre	0.50%

LORT agrees to pay 0.50% of the Experimental Theatre minimum when the Media Rules are used under the Casual Employment Rider.

(L) Minimum Salaries for Touring.

(1) Local (Not Overnight).

(a) Each member of an "A," "B+" or "B" category company performing away from the theatre on local tours, if his salary is less than "A" category minimum, shall receive no less than 1/8<sup>th</sup> of "A" category minimum in lieu of 1/8<sup>th</sup> of contractual salary for each such performance within the eight performance week, except that for "B+" and "B" category companies on local tours where no admission is charged, the "B+" or "B" category minimum shall prevail.

(b) Each member of a "C" or "D" category company performing away from the theatre on local tours, if his salary is less than "B" category minimum, shall receive no less than 1/8<sup>th</sup> of "B" category minimum in lieu of 1/8<sup>th</sup> of contractual salary for each such performance within the eight performance week.

(2) Overnight.

(a) Each member of the company giving four or fewer performances away from the Resident Theatre on overnight tours shall receive no less than the sum specified in section (L)(1) above plus per diem.

(b) Each member of the company who gives more than four performances in any week away from the Resident Theatre shall receive his weekly contractual salary or the minimum as stipulated in section (L)(1) above, whichever is greater, for the entire week, plus per diem.

(3) Per Diem. Effective February 18, 2013, through February 12, 2017, the per diem shall be \$50.00.

(4) When an Actor performs or rehearses on a local tour or overnight tour and does not return to the home Theatre until after 6:00 PM, that Actor shall be entitled to the per diem specified in (L)(3) above. However, if all meals are provided, or if the local tour is for an evening rehearsal or performance only, for which the Actor is not called by the Theatre until 6:00 PM, this provision does not apply.

(M) Overtime.

(1) Overtime shall be payable at the rate of \$15.00 per ½ hour or part thereof in "A," "B+" and "B" Stages, and at the rate of \$12.00 per ½ hour or part thereof in "C" and "D" Stages.

(2) If the rest period between the end of employment on one day and the beginning of employment on the next day is invaded, it shall be paid for at 1½ times the overtime rate.

(N) Salary Payment and Checks.

- (1) The Theatre may elect to pay salaries either:
  - (a) Each week on the day before the last banking day of the week, but in no event later than Thursday; or
  - (b) No later than Thursday of the following workweek. If this option is elected, the Theatre shall notify each Actor at the time of offer of employment that this will be the method of payment.
  - (c) When paid, the Actor shall be issued a stub or other record of gross salary, itemized deductions, and net salary.
- (2) The Theatre may pay salaries by check only if facilities are made immediately available for cashing said checks, except that an Actor whose weekly contractual salary is in excess of \$350.00 may, if the Actor agrees in writing, be paid by certified check. In any event, no check or draft, either of the Theatre or of a third party, given to or received by the Actor in payment of any sum under the Actor's contract of employment, shall operate to minimize or affect the Actor's claim for salary or other compensation under the Actor's contract.
- (3) The Theatre will give an Actor who will be under a continuous contract for eight weeks or more the option of having his weekly compensation deposited directly into the Actor's personal bank account. Should the Theatre be able to offer this option and should the Actor so elect, it shall be set forth in a rider to the Actor's contract. All costs will be borne by the Theatre and the Theatre will make deposits in such manner that the Actor shall have access to his compensation as provided in section (N)(1) above. The Theatre shall provide the Actor with a weekly written record of all payments and deductions.

(O) Contingent Compensation.

- (1) No employment contract shall be entered into by the Theatre or Actor where in whole compensation is contingent upon receipts. In no case shall compensation be contingent upon profits.
- (2) In any contract of employment which provides that the Actor's compensation shall be increased upon the gross weekly receipts reaching a stipulated amount or amounts, the gross weekly receipts shall be based on an eight performance week. All performances in excess of eight per week shall be paid for pro-rata of the salary due according to the weekly grosses set forth.
- (3) If the total gross receipts for all performances, including extra performances within any week, shall reach an amount at which the Actor's salary is to be increased, the Actor shall be paid for the first eight consecutive performances at the rate of the gross receipts for those eight performances, and for the extra performances he shall be paid at the higher rate which is based on the total gross receipts for that week.

(P) Actual Salary. The actual salary of the Actor agreed upon shall be stated in the contract and a lesser or fictitious salary shall not be stated in the contract. A rider to the Actor's contract shall be issued if his salary is increased, provided any such increase shall be the result of bona fide renegotiation of the Actor's contractual salary.

(Q) Additional Duties. The Actor shall not be required to do any additional work without mutual agreement in writing and an additional negotiated compensation therefor which shall be no less than \$20.00 per week. Additional work is defined as playing additional parts or doing additional understudying not specified in his contract at the time of its signing.

(R) Itemized Deductions. The Actor shall be provided with a breakdown of salary deductions, additional payments and overtime with his weekly salary.

(S) 401(k) Plan. Each Actor shall have the option to contribute to a 401(k) Plan. The Theatre agrees to deduct and remit said contributions. No contributions shall be required of the Theatre except as required by Rule 55(K), Media Payment.

(T) Canadian Currency.

(1) If a company is organized in the United States, all salaries shall refer to and be paid in legal tender of the United States provided that the Theatre may make payment in Canadian currency of equivalent value at the then current rate of exchange for services performed in Canada.

(2) If a company is organized and performs in Canada, all salaries shall be paid in legal tender of the Dominion of Canada provided that the Theatre may make payment in United States currency of equivalent value at the then current rate of exchange for services performed in Canada. However, if said company performs in the United States, the Actor shall receive payment in U.S. dollars on a dollar-for-dollar basis. In any event, if payment is to be made in Canadian currency, this shall be so stated in the contract.

(U) In the transfer of a company from its home city to a second city for a fixed engagement of 16 or more weeks, there shall be no per diem required. The Actor shall retain all his rights under Rule 5, Baggage, when making this move. Further, the provision of Rule 30, Housing, shall apply. The Actor shall be so notified by a rider at the time of contract signing and such rider shall also provide that should the second city engagement be fewer than 16 weeks, the Actor shall receive retroactive payment of the per diem to which he would have been entitled had the engagement been under the touring provision of section (L) above.

## **56. SEASONAL CONTRACTS.**

(A) An Actor engaged on a Seasonal Contract shall be guaranteed no less than 24 weeks of employment or his announced season, whichever is longer. His announced season shall be deemed to mean the period in the season commencing with his first day of employment and ending with the last performance of the plays for which he was engaged. In no event may a Seasonal Contract be longer than 52 weeks.

Rule 56. SEASONAL CONTRACTS

Rule 57. SECOND THEATRE

(B) An Actor may not be employed on a Seasonal Contract solely "As Cast." If an Actor is to do six productions or fewer, at least two parts must be specified; if an Actor is to do more than six productions, at least 50% of his parts must be specified.

(C) If any of the plays specified in the Actor's contract are not presented, the Actor is not required to perform in a substitute play or plays unless he agrees in writing, except that if the Actor is employed for a major part, he may be offered a substitute part of equal size and stature. In the event the Actor refuses such a part, the Theatre may terminate the Actor's contract upon two weeks' notice. In the event of a dispute regarding "major part" or "equal size and stature," the matter will be referred to an impartial Arbitrator (to be an expert in the field and agreed upon between Equity and LORT) whose decision shall be final and binding upon both parties.

(D) If an Actor signed to a Seasonal Contract is replaced in any role specified in his contract, the contract shall be deemed to be breached and the Actor may not be required to report at the theatre again for any duties whatsoever unless Equity shall otherwise order. The Theatre shall continue to pay the Actor his weekly contractual salary under the terms of his Contract without offset except for employment in Equity's jurisdiction. However, the Actor shall not be required to seek or accept other employment.

## **57. SECOND THEATRE.**

(A)

(1) If a Theatre operating under a LORT Agreement adds a second theatre in the same city or greater metropolitan area as the first theatre, the category of the second theatre shall be determined by its own projected weekly box office gross receipts in accordance with the schedule set forth in Rule 13(A).

(2) An Actor who crosses over from the main theatre to the second theatre shall continue to receive his higher contractual salary. An Actor who crosses over from the second theatre to the main theatre shall, on the commencement of services relating to the main theatre, receive no less than the minimum salary applicable to the main theatre which shall not be diminished on the occasion of any future crossover. No non-professionals shall be permitted in a second theatre attached to an "A" category theatre in New York City and/or Los Angeles. If a second theatre tours, it shall do so under the Rules governing the main theatre (see Rule 55(L)).

(3) An Actor who has crossed over from the main stage to a second theatre of a higher category shall revert to the main stage salary upon return.

(B) A Stage Manager must be assigned and present at each performance in the second theatre. If the Stage Manager is assigned full time to the second theatre and performs no other functions, he may be paid no less than the minimum applicable to the category of the second theatre.

(C) Experimental Theatre.

(1) A Theatre housing a second or third theatre with fewer than 100 seats, or that charges no admission, may operate it as an Experimental Theatre. Except on application to, and with the express consent of, Equity, no second or third theatre that has previously operated as a standard LORT category Theatre may operate as an Experimental Theatre.

(2) If the Experimental Theatre provision is used within a Theatre's greater metropolitan area, the "D" non-professional ratio (see Rule 39(G)) shall apply. Notwithstanding the foregoing, in "A" category Theatres, non-professionals may not be employed in New York City or Los Angeles (see Rule 39(G)(3)).

(3) The length of the run of a production in the Experimental Theatre shall not exceed four weeks.

(4) Should a series of experimental works or plays be done, where there is an overlap of performance and rehearsal in any given week, the Stage Management complement shall be the same as the "D" category (see Rule 64(B)(8)).

(5) The Experimental Theatre provision may be used for one week, which may be pro-rated in sixths, provided the days of employment are consecutive and a full week's Health contribution is paid.

(6) A Theatre may use the Experimental Theatre provision outside of its metropolitan area under the following conditions:

(a) All Actors shall be signed to Equity contracts.

(b) Any Actor engaged to work away from his place of residence shall receive no less than "D" minimum salary plus free housing and per diem (see Rule 55(L)(3)).

(c) Should a Theatre (except those Theatres located in New York City) use the Experimental Theatre provision within the five boroughs of New York City, the total period of employment (rehearsal and performance, if any) shall not exceed two weeks.

(7) No Stage Management pre-production shall be required if the Experimental Theatre provision is used for a "table reading" (which may also be done at music stands).

**58. SECRET VOTE.**

(A) At all meetings of Actors employed on Equity contracts called by the Deputy or the Stage Manager, the vote shall be by secret ballot.

(B) Should any situation arise where the Theatre wishes the company to consider any proposition not covered by the standard Equity contracts of employment or Equity rules, the Theatre shall notify the Deputy and the Deputy shall arrange a meeting of the cast which may be held at the Theatre where the company is playing. At such meeting or

meetings, neither the Theatre nor its representative shall be present unless so requested by a majority of the cast but not in any event when a vote is taken. Any proposed action by the cast shall not, however, be binding without the written approval of Equity.

(C) The determination of the Council of Equity as to any issue arising under the above provision shall be final and binding upon the Theatre and each member.

## **59. SECURITY AND SECURITY AGREEMENTS.**

### **(A) Security Agreements.**

(1) 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 contracts. This includes agreements on forms now called "Bond," "Security Agreement," "Authority by Principal" and "Producer's Statement."

(2) It is of the essence of this Agreement and all contracts of employment and a condition precedent to the engagement of the Actor that the Theatre shall have filed and maintained with Equity a satisfactory security as required by Equity's existing Security Agreement and Rules.

### **(B) Posting of Security.**

(1) A Theatre shall be ineligible to employ Actors unless and until such Theatre shall have furnished security in such amount and in such manner and form as may be satisfactory to Equity to insure the payment of the claims of Actors against such Theatre.

(2) No Actor shall work or be required to work or continue in the employment of any person or Theatre or any 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.

### **(C) Return of Security.**

(1) After the company has closed, provided all claims and obligations required by or arising out of this Agreement have been satisfied, the security deposited with Equity shall be returned to the Contractor six weeks from the receipt of a written request for its return.

(2) The Theatre shall have the option to designate the security in effect at the end of a season as security for the next ensuing season by giving Equity written notice to that effect.

(3) If Equity has a liquidated claim against a Theatre at the end of the season and the same is pending or noticed for arbitration, Equity shall withhold no more than double the amount of the claim and release the rest.

**60. SET MOVES.**

(A) An Actor in character may, consistent with that character, set or move scenery or props.

(B) An Actor out of character may set or move scenery or props only in scenes in which the Actor enters or exits.

**61. SICK LEAVE, ILLNESS AND BEREAVEMENT.**

(A) The Actor shall be entitled to six working days of sick and/or bereavement leave during the first 24 weeks of employment. The Actor may, at his option, use a maximum of three such days for any one bereavement leave. Should any or all of the bereavement leave exceed the foregoing number of days, additional days may be unpaid. If the employment is for a period of longer than 24 weeks in any season, the Actor shall have an additional six working days of sick and/or bereavement leave upon the foregoing terms.

(B) If questioned, the validity of the illness shall be determined by a committee consisting of the Deputies, Stage Manager and the Theatre's representative, and such determination shall be final and binding on the Actor and the Theatre.

(C) During any period of sick leave taken by the Actor, the understudy shall not receive additional payment for performing his understudy part or parts, except that this subsection shall not apply to Rule 37(H)(3), Understudying a Starring Role. During the performance period, any performance not given by an Actor on a two-performance day, due to illness or injury, shall be counted as one-half day of sick leave.

(D) If the illness of the Actor shall continue longer than his accumulated sick leave, the understudy shall be paid no less than an additional 1/8<sup>th</sup> of his own contractual salary for each such performance.

(E) Should the illness of an Actor continue for two weeks or more after the Actor's sick leave is exhausted, Equity shall, at the request of the Theatre, have full power to modify or terminate the Actor's contract upon such terms as it may consider just, if it shall be satisfied that it will be necessary for the Theatre to employ a successor.

(F) If the Actor cannot perform on account of illness, injury, or any other valid reason, then the Actor shall not be entitled to any salary, except as provided above or in Rule 31, Injury and Supplemental Workers' Compensation Insurance, for the time during which said services shall not, for such reason or reasons, be rendered.

(G) Unpaid Leave.

(1) Actor shall be entitled to take up to three days of unpaid leave for a medical emergency that involves a member of the Actor's immediate family (spouse or domestic partner, parent, sibling, child, mother-in-law, father-in-law) or for the birth or adoption of a child into the Actor's immediate family (by spouse or domestic partner). Actor shall be required to explain the medical emergency to the Theatre.

Rule 61. SICK LEAVE, ILLNESS, BEREAVEMENT

Rule 62. SOCIAL SECURITY-UNEMPLOYMENT INSURANCE

(2) Theatre shall make best efforts to allow an Actor to take up to three days of unpaid leave for a wedding or graduation of a member of the Actor's immediate family. The issue of "best efforts" shall not be arbitrable.

**62. SOCIAL SECURITY - UNEMPLOYMENT INSURANCE.**

(A) It is understood and agreed that the Actor is entitled to the benefit of all Federal and State enactments constituting what is commonly known and designated as Social Security Acts or laws including Old-Age and Unemployment Insurance and that the Theatre during the term of this Agreement and all contracts of employment shall pay any and all taxes or payments required to be paid by employers under the provisions of said law. The Theatre agrees to provide Social Security Benefits under the elective provisions of the Social Security Law, if it is not required to provide benefits under the law. In the event the services of the Actor are not subject to the compulsory provisions of an Unemployment Compensation (Insurance) Law of any State, then the Theatre hereby agrees that it will elect to cover the Actor and pay contribution on the earnings 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 Theatre.

(B) In the event, however, the Theatre is not eligible to elect to come under the New York State Unemployment Insurance Law and if Equity has not designated another eligible state, then the Theatre agrees to elect to come under the Unemployment Compensation (Insurance) Law of the State where it has its principal place of business, or of the State of the Actor's residence, or of the State where the contract of employment was entered into.

(C) The Theatre agrees to elect coverage and to pay contributions within the time required by applicable state law. When such election is made to New York State, the Theatre agrees to report the Actor by name, social security number and by New York address to the appropriate agency during the first week of the Actor's employment and in no event later than the quarter in which the work is performed.

(D) The Theatre agrees to execute and file the necessary forms required by the State Unemployment Compensation (Insurance) Law under which it has elected to cover the Actor and shall notify the Actor of his election.

(E) Simultaneously with the posting of security, the Theatre shall submit proof, satisfactory to Equity, that it has applied for Unemployment Insurance Coverage, and deliver a true copy of its application to Equity. The Theatre warrants and represents that it will not withdraw such application, nor modify or change it without the written consent of Equity.

(F) In the event any Theatre fails to apply for Unemployment Insurance Coverage or withdraws or modifies any application for such coverage without the written consent of Equity, or fails to elect coverage within the time required by applicable state law, or fails to pay the required insurance contributions to the appropriate state agencies within the time required, the Theatre in that event must 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.

(G) Equity may require the Theatre to furnish satisfactory evidence that it has obtained and maintained maximum Unemployment Insurance Coverage for Actors employed by it in accordance with this Rule. If Equity is not so satisfied, it may retain the Theatre's Security (Bond) as a fund against claims.

### **63. STAGE FIGHTING / STUNTS.**

The following regulations shall be followed whenever a production requires an Actor to engage in stage fighting/stunts, with or without weapons, and/or choreographed movements such as falls, throws, tumbling, catches, aerial work, silk performance, rappelling, bungee jumping, the use of or exposure to weapons, fire, or pyrotechnic devices, etc.

(A) No Actor shall be required to participate in stage fighting unless he has agreed to same by means of a signed rider.

(1) A Stunt Coordinator (e.g., stunt man, aerialist instructor, professional flyman, etc.) must be hired to teach stunts (unless the Actor performing the stunt is trained in that stunt specialty).

(2) All stage fights will be staged with on-site consultation by a qualified professional (i.e., someone with expertise in stage combat and, where appropriate, weaponry and/or martial arts).

(3) Equipment used in the performance of any stage fight and/or stunt shall be checked by the appropriate qualified personnel, including appropriately trained Theatre staff, prior to each performance.

(B) If the Fight Director or Choreographer is not present during the run of the production, a Fight Captain must be selected within the first week of fight/stunt rehearsals and paid from the beginning of that week.

The Fight Captain, if such duty is assigned to an Actor on Equity contract, shall be paid not less than \$35.00 per week in addition to his weekly contractual salary.

(C) All Actors who participate in a fight shall run through the routine during the 15 minutes prior to half-hour. Any exception to this rule shall be at the express discretion of the Fight Captain. Such run-throughs are permitted to impinge upon the regular breaks and/or hours.

(D) Understudies and replacements shall be rehearsed by the fight/stunt director or Fight Captain. Performing members of the Company shall rehearse stage fighting/stunts with understudies and replacements during regular rehearsal hours under the direction of the fight/stunt director or Fight Captain at least once prior to the understudy or replacement Actor's performance in any role.

(E) First Aid. Proper first-aid information and equipment (including cold packs) shall be made available at any rehearsal or performance site where stage fighting/stunts occur.

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(F) Firearms. Prior to the first use of firearms, it is essential that appropriate firearms instruction and rehearsals be held to ensure the Actor's safety and such demonstration shall be by a qualified individual. Thereafter, safety demonstrations and/or instructions will be required for all affected replacement Actors, as well as Swings and Understudies, before their first paid public performance.

Modifications to any firearm that is discharged on stage shall be done by a licensed gunsmith. Cosmetic and/or non-mechanical alterations of the gun shall not be considered a modification requiring a gunsmith. This Rule shall not apply to firearms that are specifically pyrotechnical devices that are electronically triggered.

Any costs associated with the use of firearms as props shall be borne by the Theatre.

(G) The Fight Director or Choreographer and/or Fight Captain shall consult with all other artistic personnel to achieve the optimum degree of safety.

(H) In recognition of the need for safety, the Theatre may videotape fight sequences during the rehearsal period which may be viewed only by appropriate artistic and production personnel. The tape shall be under the supervision of the Stage Manager and shall be erased once the show has closed. A rider shall be attached to the Actor's contract stating that the fight sequences will be taped.

#### **64. STAGE MANAGERS AND ASSISTANT STAGE MANAGERS.**

(A) Stage Managers.

(1) The Stage Manager shall be the individual who is assigned to and is primarily responsible for a specific production or productions. The Stage Manager is not permitted to act.

(2) The Stage Manager's position is full-time. The Stage Manager shall not function in areas which impinge upon his duties.

(3) There shall be no fewer than one Stage Manager employed in each company and each production must be assigned a Stage Manager who shall be primarily responsible for the Stage Managerial functions.

(4) Each Stage Manager shall be engaged and receive contractual salary beginning at least one week prior to rehearsals for each production of the season unless already under Contract. However, no pre-production shall be required for table/music stand readings under the Experimental Theatre provision (see Rule 57(C)(7)).

(5) If the Theatre terminates the Stage Manager's employment, he may not be re-engaged or replaced in the same season at a lesser salary (unless for a stage of lower category).

(6) A replacement Stage Manager may be engaged on a one-week contract, which may be pro-rated in sixths during rehearsal weeks and in eighths during performance weeks, provided the days of employment are consecutive. A full

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week's Health contribution shall be paid when a replacement Stage Manager is engaged for four days or more or four performances or more, whichever occurs first.

(B) Assistant Stage Managers.

(1) An Assistant Stage Manager is the individual who is assigned to assist the Stage Manager(s) on a specific production or productions. An Assistant Stage Manager may not be assigned the primary responsibility for a production. No Actor already under contract may be assigned as Assistant Stage Manager in the same production. The first Assistant Stage Manager may not act.

(2) In all Theatre categories, each required Assistant Stage Manager shall be engaged and receive contractual salary beginning at least two days prior to the first day of rehearsal for each production of the season unless already under contract.

(3) A replacement Assistant Stage Manager may be engaged on a one-week contract, which may be pro-rated in sixths during rehearsal weeks and in eighths during performance weeks, provided the days of employment are consecutive. A full week's Health contribution shall be paid when a replacement Assistant Stage Manager is engaged for four days or more or four performances or more, whichever occurs first.

(4) The Assistant Stage Manager's salary shall increase to the Stage Manager's minimum for each performance or rehearsal in which the Stage Manager is absent and the Assistant Stage Manager is fulfilling the duties of the Stage Manager for that rehearsal or performance.

(5) "A" Category. There shall be at least one first Assistant Stage Manager in each company, and in addition to the Stage Manager, each production must be assigned an Assistant Stage Manager who shall be responsible for and perform the Assistant Stage Managerial functions. If an "A" Theatre performs in Repertory, at least two first Assistant Stage Managers must be employed.

(6) "B+" and "B" Categories. In addition to the Stage Manager, there shall be at least one first Assistant Stage Manager in each company. Each production must be assigned an Assistant Stage Manager who shall be responsible for and perform the assistant stage managerial functions. When more than one production is in rehearsal and/or performance, the stage managerial staff shall be, at the Theatre's option, either two Stage Managers or one Stage Manager and two Assistant Stage Managers. If the Theatre does not hire a second Assistant Stage Manager, the first Assistant Stage Manager shall assume the stage managerial duties and shall be contracted by rider as Stage Manager for that period. Should the Theatre choose the option of two Stage Managers, each may be assigned as Assistant Stage Manager for the other production.

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(7) “C” Category. In addition to the Stage Manager, each Chorus musical production must be assigned an Assistant Stage Manager who shall be responsible for and perform only the Assistant Stage Managerial functions. This provision shall expire February 11, 2018.

In non-Repertory Companies, when there are individual Stage Managers for each production, no Assistant Stage Manager shall be required. However, when more than one production is in rehearsal and/or performance, there shall be, at the Theatre’s option, either two Stage Managers or one Stage Manager and two Assistant Stage Managers. If the Theatre does not hire a second Assistant Stage Manager, the first Assistant Stage Manager shall assume the Stage Managerial duties and shall be contracted by rider as Stage Manager for that period. If a “C” Theatre is performing in Repertory, at least two Stage Managers shall be employed.

(8) “D” Category. In addition to the Stage Manager, each Chorus Musical production must be assigned an Assistant Stage Manager who shall be responsible for and perform only the Assistant Stage Managerial functions. This provision shall expire February 11, 2018 .

In non-Repertory Companies, when there are individual Stage Managers for each production, no Assistant Stage Manager shall be required. However, when there is only one Stage Manager and there is one show in rehearsal and one show in performance during a given week, an Assistant Stage Manager shall be required. If a “D” Theatre is performing in Repertory, at least two Stage Managers shall be employed.

(C) Specific assignments shall be designated in the contract or by rider to the contract, including the name of the production(s) and whether the employment shall be for first and/or second and/or third stages.

(D) Minimum Salaries in Repertory. If a Theatre in the course of any season performs in repertory, the Stage Manager’s and Assistant Stage Manager’s minimums shall be adjusted to conform to the minimums specified in Rule 55 at the time that rehearsals begin for the repertory. Additional Assistant Stage Managers, if required, shall be engaged also at the beginning of rehearsals.

(E) Tech Week Compensation. For each production, the Stage Manager and Assistant Stage Manager shall be paid, in addition to contractual salary, 1/6<sup>th</sup> of contractual salary, with method of payment to be stated in a rider to the Contract.

(F) Pre- or Post-Production Payments. No Stage Manager shall perform pre-production work without a signed contract. When a Stage Manager is called to perform services for a production either prior to or after the period of employment, he shall be paid either no less than 1/6<sup>th</sup> of weekly contractual salary per day or the applicable overtime rate for each hour worked. Any call over three hours in duration shall be paid at the rate of 1/6<sup>th</sup> of weekly contractual salary.

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(G) Other Productions. Should a Stage Manager and/or Assistant Stage Manager, during the time that he is under contract for a LORT production, perform services related to the transfer of that play to another Theatre, the Stage Manager and/or Assistant Stage Manager shall be compensated not less than 1/6<sup>th</sup> of contractual salary for such additional services, unless the Stage Manager and/or Assistant Stage Manager is moving with the production.

(H) Working Conditions for Stage Managers and Assistant Stage Managers.

(1) The Stage Manager or Assistant Stage Manager must be present at all rehearsals and performances. The Theatre shall not require members of the Equity Stage Managerial staff to absent themselves from rehearsals or performances.

(2) The Stage Manager or Assistant Stage Manager must be present on the deck or in communication from the booth with all backstage areas during all performances, run-throughs, technical rehearsals and dress rehearsals. Under no circumstances shall anyone other than the Stage Manager or Assistant Stage Manager be on book calling the cues of a production.

(3) All rules for actors pertaining to rehearsals, performances, overtime, breaks, rest periods, days off and travel time shall also be applicable to Stage Managers and Assistant Stage Managers except where expressly stated otherwise. But, in no case shall the Stage Manager's or Assistant Stage Manager's rehearsal and/or performance workweek exceed the hours specified in Rule 51(A) without overtime compensation.

(4) The Theatre shall provide the Stage Manager, during his normal working hours, with access to a work area with adequate desk space and customary business equipment, including, but not limited to, telephone, computer and printer, copy machine, fax machine, answering machine, Internet access, and voicemail.

(5) The Stage Manager shall be consulted whenever possible in the choice of Stage Managerial staff.

(6) 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.

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- (e) Be responsible for any aspect of laundry or dry cleaning.
- (f) Be responsible for setting up stage managerial tech tables for technical rehearsals.
- (g) Be responsible for supervising the Stage Management staff.

(7) The following activities are prohibited and a Stage Manager or Assistant Stage Manager shall not accept responsibility for the following:

- (a) Having contracts or riders signed or initialed; or performing any other function which normally comes under the duties of the General Manager or Company Manager (which is not to 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 distributing payment, including, but not limited to, salary and per diem.
- (d) Doing building maintenance, janitorial, custodial or house management work, including securing and locking the theatre following performances or rehearsals, which is not to preclude the Stage Manager from locking the door upon leaving for the day.

(8) It shall not be a condition of employment that the Stage Manager or Assistant Stage Manager own a motor vehicle.

(I) Stage Manager's Workweek and Overtime Compensation. The total workweek for Stage Managers and Assistant Stage Managers shall not, except during one seven day period prior to the official opening for each production (Tech Week), exceed 52 hours per week, and shall be restricted to duties set forth in section (I)(1) below. The Stage Manager shall not schedule any overtime without the prior consultation and approval of the Theatre. The Stage Manager cannot be held responsible for any overtime which may arise through circumstances beyond his control.

(1) Duties Subject to Overtime Calculation. The following duties shall be used in the calculation of the Stage Manager's workweek and overtime payment shall be required for any such work in excess of the allowable workweek:

- (a) All rehearsal and performance hours.
- (b) Any production meeting (except during Tech Week). A production meeting is any meeting which involves the discussion of elements of the production which directly affect the duties and responsibilities of the Stage Manager and which the Stage Manager and/or Assistant Stage Manager would be reasonably expected to attend. Production meetings may extend the Stage Manager's work beyond five consecutive hours without penalty if said meeting is contiguous to the Actors' designated call.

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(c) Dry Techs and technical meetings (except during Tech Week).

(d) Any work, except those duties listed in section (l)(2) below, required by the Theatre that extends beyond the allowable workweek hours.

(e) If the Stage Manager and/or Assistant Stage Manager rehearse(s) and/or perform(s) hours which would have given an Actor overtime had the Actor rehearsed and/or performed those same hours, the Stage Manager shall receive the overtime compensation that would have been due the Actor.

(2) Duties Exempt from Overtime Calculation. A Stage Manager shall fulfill the following responsibilities for the production for which he is engaged and these duties will not be counted as overtime or as part of the limitation imposed above in section (l)(1):

(a) Calling, scheduling and coordinating all rehearsals, note sessions and any other calls.

(b) Communicating and coordinating with the artistic, production and Theatre Staff.

(c) Maintaining the artistic intentions of the director and the Theatre after opening to the best of his ability, which shall include giving notes and calling rehearsals when necessary.

(3) Rest Periods and Breaks.

(a) The rest period between the end of required employment (those duties listed in section (l)(1) above) on one day and the beginning of the required employment on the next day shall be 11 hours. During the four days preceding either the first public performance or the opening, but not both, the rest period shall not be less than eight hours. If the 11-hour rest period is invaded by no more than one hour, the Stage Manager shall be paid in accordance with Rule 55(M)(2). If the 11-hour rest period is invaded by more than one hour, or if the eight-hour rest period is invaded, the Stage Manager and/or Assistant Stage Manager whose rest periods have been violated shall be compensated at the overtime rate. Overtime payments shall continue until the applicable rest period is given.

(b) Each Stage Manager and Assistant Stage Manager shall have a meal break of no less than one hour during each work day at an appropriate interval. If the Theatre requires the Stage Manager or Assistant Stage Manager to work during the meal break, including, but not limited to, work which is necessary in order to enable a rehearsal to resume properly and appropriately on time, the Theatre shall provide the Stage Manager or Assistant Stage Manager with a meal and pay no less than one hour of overtime.

(c) The Stage Manager and the Assistant Stage Manager shall have a day off in each workweek which shall always be the same as the Actors' day off. If

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called by the Theatre on the day off, the Stage Manager and/or Assistant Stage Manager shall receive an additional 2/6<sup>ths</sup> of weekly contractual salary.

(J) Production Script.

(1) It is agreed that it is the duty of the Stage Manager to assemble and maintain the production script for the actual technical and artistic operation of the production and that the production script remains the property of the Theatre.

(2) No Stage Manager or Assistant Stage Manager will be required to prepare any additional production script or book for publication or archival purposes or for use in any other production of the play or musical.

(3) In the event the Theatre does request a Stage Manager or Assistant Stage Manager to prepare an additional script or alter the script for any of the above purposes, the Stage Manager or Assistant Stage Manager may agree provided that he is paid no less than \$350.00 for each such preparation.

**65. SUBSIDIARY RIGHTS.**

(A) In any production where an Actor is entitled to subsidiary rights, i.e., has executed a subsidiary rights clause under a previous contract or agreement, he shall receive a bona fide offer to appear in the same role in the LORT Theatre production or three weeks' minimum salary in lieu thereof.

(B) Provided the Theatre makes contributions pursuant to this section (B), section (A) of this Rule 65 shall be deemed suspended for the term of this Agreement, and the contributions made pursuant to section (D) below shall fulfill any and all obligations of the Theatre to Actors in connection with Subsidiary Rights.

(C) Equity and LORT agree to establish expeditiously the Equity-LORT Subsidiary Rights Trust Fund ("Fund"), in a form and under rules mutually agreeable to the parties, the purpose of which shall be to pay the subsidiary rights obligations, if any, of LORT Theatres pursuant to the terms of the Letters of Agreement between Equity and LORT, dated as of September 2, 1985.

(D) The Theatre agrees to make contributions to the Fund, commencing on the first day of each contract year, in the same manner as is provided for contributions to the Pension Trust Fund in Rule 43. The Theatre's obligation to make such contributions shall cease when, in each contract year, the Theatre shall have contributed to the Fund the following sum:

In the case of "A" and "B+" Theatres.....	\$2,500.00
In the case of "B" Theatres .....	\$2,000.00
In the case of "C" Theatres .....	\$1,500.00
In the case of "D" Theatres .....	\$1,000.00

(E) As of September 5, 1988, contributions shall be suspended on a contractual yearly basis, to be reviewed each contract year. Should the balance in the Trust Fund fall below \$100,000.00, contributions shall begin with the next contract year.

**66. TERMINATION.**

(A) It is the essence of all employment contracts that all notices thereunder, company and individual, must be in writing. Copies of all notices must be filed with or mailed to Equity forthwith by the party (Actor or Theatre) giving notice. Full power is reserved to the Council of Equity to grant relief from this Rule where, in its opinion, the person or persons to whom notice was not given has not or have not been misled or injured.

(B)

(1) All notices to the Theatre may be given to the Producer personally, or the Company or Stage Manager in writing. Notice to the Actor must be given to him personally in writing unless he is not at the theatre location, in which case it may be given by registered or certified mail or telegram to his last known address.

(2) All communications which refer to the company in general shall be posted upon the call-board.

(C) Notices of termination or closing given at or before the end of the performance on Monday night, effective at the end of the Saturday night of the week following shall be deemed two weeks' notice. If the company's playing week is Tuesday through Sunday, substitute Tuesday and Sunday for Monday and Saturday, respectively, in the foregoing sentence. In either case, the Actor's final day of employment shall be a Saturday or Sunday, depending on the Theatre's performance schedule.

(D) Failure to Give Proper Notice.

(1) In the event that the Theatre or Actor terminates without the full notice specified in the contract, the terminating party shall pay the other an amount equal to the Actor's weekly contractual salary multiplied by the number of weeks specified in the notice clause of the Actor's contract ("Buy-Out").

(2) The Buy-Out shall not exceed the Actor's weekly contractual salary multiplied by the number of weeks, including pro-rated weeks, in the unexpired term of the Actor's contract. For example, if the Actor's contract specifies a four-week notice and the Theatre or the Actor terminates in the next-to-last week of the contract, the terminating party shall pay the other one week's contractual salary plus one week's contractual salary pro-rated in sixths.

(3) The acknowledgments and agreements memorialized in Rule 66(D)(1) and (2) above shall not modify or negate rights or obligations of the parties set forth in this Agreement except as herein provided. However, the parties reserve their rights to assert that the other party is in breach of contract and seek the applicable remedy, if any.

(4) In the event that the terminating party fails or refuses to pay (or make acceptable arrangements to pay) the Buy-Out within 60 days from the time the Buy-Out is demanded, the other party may seek in arbitration either compensatory damages caused by the improper termination or the Buy-Out, whichever is greater. "Compensatory damages" is defined as such as will

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compensate the injured party for the injury sustained and nothing more.

(5) Notwithstanding the foregoing, any controversy arising from the application or interpretation of these paragraphs shall be submitted to arbitration pursuant to Rule 3, Arbitration.

(E) Just Cause.

(1) No Actor may be terminated except for "just cause." If requested by the Actor, the Theatre must 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 discharge. If Equity desires to challenge any discharge, then the matter shall be submitted to arbitration in the manner provided in Rule 3. This provision shall not apply until one week after the press opening performance of each production but in any event no later than two weeks after the first public performance of each production.

(2) In the event "just cause" is not found, the Arbitrator's award shall be limited to monetary damages, which shall not exceed the balance of the unexpired term of the Actor's original engagement less any monies paid in lieu of notice and any monies earned under another Equity Contract during the period.

(F) Seasonal Contracts.

(1) Individual Termination. If the Actor is employed on a Seasonal Contract, the contract may be terminated prior to its expiration date only by mutual agreement except as provided in Rule 56, Seasonal Contracts, and Rule 61, Sick Leave.

(2) Closing Season. Provided the minimum guarantee of 16 weeks has been fulfilled, the Theatre may close the company prior to the date specified in the Actor's contract by giving all Actors two weeks' individual notice or paying two weeks' salary in lieu thereof.

(G) Standard Contracts.

(1) Prior to Beginning of Employment. Prior to the beginning of rehearsals the Actor may terminate his contract by giving the Theatre two weeks' notice in writing and paying it two weeks' contractual salary; the Theatre may terminate the contract by giving the Actor written notice and paying the Actor four weeks' contractual salary.

(2) After Beginning of Employment. Individual notice of termination after the beginning of employment may not be less than two weeks nor more than six weeks and shall be specified in the contract. Notice may be extended to eight weeks, provided no Seasonal Contracts are used at the Theatre during the season and the Actor is paid at least \$75.00 per week above category minimum for the term of the contract. The Theatre will notify Equity prior to the season whether or not Seasonal Contracts will be used. If not specified, notice of termination shall be two weeks.

(a) During Rehearsal.

(i) During rehearsals the Actor may terminate his contract by giving the Theatre the notice specified in the contract. However, the date on which the notice becomes effective may not fall within the period beginning two weeks prior to the first public performance and ending two weeks after the official opening or three weeks after the first public performance, whichever comes first.

(ii) If the Theatre terminates the Actor's contract during rehearsals, he shall be paid weekly contractual salary multiplied by the number of weeks specified in the notice clause of his contract. In no event may payment be less than four weeks' contractual salary.

(b) After Opening.

(i) Either party may terminate the contract at any time on or after the date of the first public performance by giving the other party the notice specified in the contract but in no event less than two weeks' notice.

(ii) If the contract is terminated by the Actor, he agrees to pay his own fare back to the place of engagement.

(c) Pregnancy. A Stage Manager and/or Assistant Stage Manager shall not be terminated because of pregnancy during the term of her contract. The Stage Manager and/or Assistant Stage Manager shall remain on contract without pay or accrual of benefits until she is ready to return to work. The Stage Manager and/or Assistant Stage Manager must give the Theatre the same amount of notice of her intent to return as the notice of termination contained in the replacement Stage Manager's or Assistant Stage Manager's contract.

(H) Closing Season.

(1) The Theatre may close the season and company by posting two weeks' written notice, provided the Actor receives not less than the minimum employment and/or payment guaranteed under his contract.

(2) A company closing notice shall supersede any individual notice then outstanding.

(I) 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 his contract, he shall be paid immediately upon the giving of notice and he may forthwith accept other employment.

(J) Additional Payments. If individual notice of termination is given by the Theatre, it agrees to pay the Actor in cash the amount of the cost of transportation of the Actor and his baggage back to New York City, or place of engagement, whether the Actor returns immediately or not. However, if, at the time notice is given, the Theatre already possesses the requisite tickets, it may give the Actor said tickets in lieu of cash.

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(K) Rights After Giving Notice When Actor Secures New Engagement. Should either party give the other notice and should the Actor have or secure a new engagement, he shall be permitted to attend rehearsals under the new engagement as may be necessary and that do not conflict with his performances under his then existing contract.

(L) Military Service. If the Actor is called to report for Military Service, the Actor may terminate Actor's contract by giving the Theatre as much notice as the circumstances will permit, and the Theatre agrees to pay the Actor's return transportation.

## **67. TOURS.**

(A) The Actor shall work only at the Resident Theatre unless otherwise specified in his contract.

(B) The Theatre agrees to indicate, on the face of the contract or in a rider, the dates of an overnight tour, if known. (See Rule 55(L) for touring salaries.)

(C) In no event may the total number of hours of employment of an Actor on a day of a local tour (including but not limited to any rehearsals, rest periods, performances, and transportation to and from the place of performance) exceed 10 consecutive hours. The requirements of Rule 51 shall still apply.

(D) A Stage Manager must be present at all performances given away from the Resident Theatre.

(E) Trunk. On tour, the Actor's trunk shall be made available to him at the theatre or hotel room at least once a week unless prevented due to causes beyond the Theatre's control. Theatre agrees to arrange for the shipment, to and from the Actor's residence, of reasonable wardrobe changes necessitated by the change of seasons during a tour.

(F) While the Actor is on tour, it shall be the Theatre's responsibility (1) to continue to maintain housing as required in Rule 30, Housing; or (2) to provide for the safe storage of the Actor's belongings, up to the limitations required in Rule 5(A)(1), Baggage, in the Theatre's resident city. Said belongings shall be accessible to the Actor during regular business hours upon any return to the resident city during the tour provided the Actor gives the Theatre reasonable advance notice. At the Actor's request, the Actor's belongings shall be shipped to the Actor's home at the end of the Actor's engagement at the resident Theatre, prior to the commencement of the tour.

(G) Hotel Reservations.

(1) Except where the Actor elects to arrange for his own accommodations, the Theatre shall provide housing at no cost to the Actor. The Actor shall also receive per diem as per Rule 55(L)(3).

(2) Whenever the company performs away from the Resident Theatre, the Theatre shall be responsible for securing hotel reservations. Two weeks prior to the performance, the hotel accommodations selected must be submitted to the company. Within one week thereafter the Actor shall indicate his acceptance, or his preference to arrange for his own accommodations. Unless the Actor notifies

the Theatre of his acceptance of such accommodations, the Theatre shall be relieved of further responsibility. If the Actor has complied with this requirement and does not receive accommodations upon arrival, he shall not be required to rehearse or perform until such accommodations are forthcoming. However, should circumstances beyond the Theatre's control (such as a hotel confirming a reservation and its not being available on the arrival of the Actor) make it impossible for the Theatre to provide such accommodations, the Actor shall not avail himself of this right. If the Actor refuses to accept accommodations that he has requested and obtained through the Theatre, he shall pay for one night's accommodation.

(3) Responsibility for hotel accommodations shall include accommodations in the same hotel for the entire cast regardless of disability (if possible), race, color, creed, sex, national origin, sexual orientation, or gender identity and/or expression. Accommodations shall be clean and sanitary and within a reasonable distance of the theatre (see section (H)(1)(h)(ii) below).

(H) Transportation. (See Rule 69(E), Air Travel, and Rule 69(F), Rail Transportation.)

(1) Bus Transportation. All bus travel shall be made under the following rules:

(a) Routing. The Theatre shall submit to Equity a detailed routing of any proposed bus tour based on the following schedule of maximum hours per each day of travel:

Double Performance Days .....	3 hours
Single Performance Days .....	7 hours
Non-Performance Days .....	9 hours

(b) The Theatre shall submit to Equity and the Deputies of the company a route sheet (on a form provided by Equity) which shall contain places of performance, mileage between cities, estimated hours of travel and a performance schedule. The route sheet and performance schedule shall be submitted prior to the commencement of the tour. Subsequent route sheets and performance schedules shall be submitted to Equity and the Deputies as bookings are arranged. Performance schedules must be provided at least two weeks prior to the performance and shall include dates, times, places and title of play to be performed. A representative of the Theatre shall travel with the company on the bus at all times.

(c) Comfort and Safety. The Theatre agrees that the bus shall be equal in comfort, condition and safety to those used by first-class long distance bus companies and that it shall be equipped with heat, air conditioning, clean, functioning bathroom facilities, separate luggage quarters and seating accommodations for each member. The Theatre shall instruct the driver to obey all traffic regulations and speed and safety rules of city or state.

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(d) Travel time shall commence and be computed from the time the bus is scheduled to leave. The Actor shall be prompt for all bus calls and shall make his baggage available for loading at least 15 minutes prior to the scheduled departure time. If an Actor is responsible for a delay at any time, such delay shall not be counted as part of the travel time of the company. The Theatre may, for the convenience of the company, schedule a second pickup, in which event travel time shall commence from the scheduled departure from the second pickup. Computation of travel time shall end upon arrival of the bus at the first hotel at which the Actors are residing.

(e) Overtime Travel. If the applicable travel time set forth in section (H)(1)(a) above is exceeded, the Theatre shall pay each Actor involved the sum of \$20.00 in "A," "B+" and "B" category Theatres and \$16.00 in "C" and "D" category Theatres for each hour or part thereof of overtime travel, up to two hours of overtime. If travel overtime exceeds two hours, the overtime payment shall be doubled. Payment of any overtime due shall be included with the salary payment of the week following the week during which the overtime travel has occurred, and shall be identified as travel overtime.

(f) Travel time shall not include time lost due to accidents on the road or other unforeseeable conditions, or time lost by inspections by State Officials while crossing state borders or going through Customs at International Borders. Should there be more than three (3) breakdowns in a one month period, Equity shall have the right to require the Theatre to furnish a different bus.

(g) Within the first four-hour travel period, there shall be no less than a one-hour stop for a meal. After this first stop, meal stops shall occur at intervals not to exceed five hours. If, however, the trip does not commence until after 12:00 noon, the first meal stop need not occur for five hours. The actual time utilized for such meal stops shall not be considered part of the travel time.

(h)

(i) The bus, upon arriving at its destination, will first deliver the Actors to their hotels.

(ii) In every case where the theatre is situated more than ½ mile from the hotel, the bus will transport the Actor to the theatre and return to the hotel after the performance. The bus shall leave the theatre when all Actors are ready to be transported to the hotels. The time of the bus departure should not be later than 30 minutes after the final curtain. Should the Theatre delay the departure of the bus from the theatre beyond 30 minutes, the time of arrival at the hotel shall mark the beginning of the time for the required rest period.

(i)

(i) There shall be an interval of at least 12 hours between the arrival at the hotel and the bus call for the next day's travel, except that on two days a week this interval may be reduced to 10 hours. In the case of consecutive days being completely devoted to travel with no performance, there shall be an interval of at least 12 hours between the termination of one day's bus journey and the beginning of the following day's bus journey.

(ii) Travel time from the theatre to the last hotel, including the 30 minute bus departure interval referred to in section (H)(1)(h)(ii) above, shall not exceed one hour.

(iii) The Company may, by a 2/3rds vote in a secret ballot, elect to alter the official tour schedule and travel by night to the next engagement or return to the Resident Theatre without obligating the Theatre to overtime payment.

(j) Night travel shall be deemed to be travel between the hours of 10:00 PM and 6:00 AM and shall only be by railroad Pullman sleeper accommodations except by written permission of Equity (see Rule 69(F)). A request for a waiver of this clause may be by email, fax, letter, telegram or telephone, and after consultation with the company. The confirmation from Equity, if granted, must be in writing.

(k)

(i) The Theatre agrees that there will be one day off in each week free of all performances and rehearsals, after opening. Such days off in each week shall be no further apart than nine consecutive performance days. For any performance beyond nine consecutive performance days without a day off, each Actor shall be paid an additional 3/16ths of his weekly salary for each performance.

(ii) Travel to the next playing date, if necessary, will not constitute a breach of this paragraph, requiring extra payment. However, there shall be one day free of rehearsals, performances and travel every two weeks.

(iii) There will be no rehearsal or performance on Thanksgiving Day (except during tech week) and on either December 24 or 25 (but not both). Any change of day off required in this paragraph will not be included in the changes of day off referred to in Rule 51(E)(7). Twelve days may elapse between days off to comply with the Thanksgiving and Christmas Rule.

(iv) Unless the Actor is both rehearsing and performing, there shall be a daylight day of rest in the same week as the holiday, in addition to the required day off on Thanksgiving and on either December 24 or 25

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(but not both). The additional daylight day of rest is not required in tech week.

(l) The company shall not be required to rehearse until three hours after arrival at hotel, except in the case of replacements. When transportation is directly to the Actor's hotel and travel time does not exceed three hours from point of departure, two hours shall comprise the aforesaid rest period.

(m) There shall be at least 1½ hours between the end of a previous performance (or arrival in town) and half-hour, which can be reduced to one hour by the Deputy Committee. If the end of a previous performance (or arrival in town) is less than 1½ hours prior to half-hour, the Theatre shall provide a meal at the theatre. The break between performances specified in this section shall not apply to school performances of 1½ hours' or less duration.

(n) An evening performance on a day on which there is a performance beginning prior to 2:00 PM shall be permitted provided there was an interval of at least 12 hours between the final curtain the previous day and the first call on the day of the early performance.

(2) Bus and Truck Touring Company Rider. A rider shall be attached to all contracts for tours which use buses as the primary means of transportation, carrying the following provisions:

*The Actor understands and agrees that transportation during this tour will be by bus and all provisions of section (H)(1) above (Bus Transportation) shall apply.*

*The Theatre will use its best efforts to book the tour so that the Actor will have as little travel as possible. However, it is understood that consecutive one-night engagements will be required under this contract.*

*It is understood that in addition to the cast and required management representatives, the bus(es) will also carry (check) crew \_\_\_\_\_, musicians \_\_\_\_\_, no one \_\_\_\_\_.*

*The Actor is guaranteed a single \_\_\_\_\_ double \_\_\_\_\_ seat. This guarantee will not apply in emergency situations if a substitute vehicle is required or if occupants of two buses are forced to double up.*

*No pets shall be allowed on company buses without the express consent of the Theatre.*

It is understood that no person shall be allowed to ride on the bus with the company unless they are a bona fide employee engaged for the tour except by express consent of the Theatre.

(l) Local Information.

At the commencement of each engagement on the tour, Actors shall be advised where to find the following: local transportation, laundry facilities, pharmacies, doctors, grocery stores, and restaurants that will be open after performances.

**68. TRANSFERS.**

(A) The LORT Transfer Rider must be used if the same production is moved between or among two or more LORT Theatres and

(1) the Theatres require the Actor to sign contingent contracts for each Theatre in the Transfer **AND**

(2) the period between the close of the production at one Theatre and the first paid public performance at the subsequent Theatre is 21 days or fewer [see LORT Transfer Rider, page 138].

(B) In the event that the same production is moved between or among two or more LORT Theatres and the Theatres require the Actor to sign contingent contracts for each Theatre in the Transfer and the period between the close of the production at one Theatre and the first paid public performance at the subsequent Theatre is more than 21 days, the LORT Transfer Rider shall not be required.

(C) In cases where an Actor is required to sign contingent contracts and the Transfer Rider is not used, the terms of Paragraph (D)(9) of the Transfer Rider, regarding Termination, shall be set forth in a rider to the Actor's contracts.

(D) Contracts are contingent when a Theatre requires the Actor, as a condition of employment, to accept employment at one or more other Theatres in a Transfer. That is, when employment at one Theatre is contingent upon acceptance of employment at the other Theatre(s).

**69. TRANSPORTATION TO AND FROM ENGAGEMENT.**

(A) The Theatre at its own expense shall transport the Actor whenever the Actor is required to travel. Any Actor employed originally from a point outside of the area in which the theatre is located shall be provided return transportation to the same place at the termination of employment with the company whenever that occurs. However, if at the end of one season the Actor is engaged for a subsequent season, the Theatre's transportation obligations shall be modified as follows:

(1) If the Actor has not become a permanent resident of the city in which the theatre is located, and if the period between seasons is less than 14 days excluding accrued vacation time, the Theatre may, in lieu of transportation, commencing with the expiration of accrued vacation, pay the Actor a per diem of 1/6<sup>th</sup> of his previous contractual salary but no more than a total of a full week's contractual salary per week. Thereafter, the Actor shall receive weekly living expenses which shall be no less than his previous salary.

(2) If the Actor has become a permanent resident, he shall not be entitled to transportation between seasons unless he returns to his original place of engagement for the express purpose of seeking bona fide employment for the period between seasons. If the Actor requests to leave in order to seek employment but is not permitted to do so, he shall be compensated in

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accordance with section (A)(1) above.

(3) Nothing contained herein shall relieve the Theatre of its responsibility to return the Actor to his original place of engagement at the termination of the Actor's final engagement.

(B)

(1) The Actor shall travel by such routes as the Theatre may direct, except as otherwise agreed in writing between the Actor and the Theatre. In no event shall any agreement provide for a payment to the Actor of a sum less than the cost of applicable public transportation from the place of engagement, which may be designated in the contract, to the theatre and return, or between theatres as provided in section (D) below.

(2) Unless the Theatre specifies the manner and route of transportation, the Actor may choose his own mode of transportation and shall be reimbursed in an amount not more than the fare paid by the Actor, including transportation of the Actor to the theatre, or his lodgings in the community of the theatre's location.

(C)

(1) The Theatre shall furnish the Actor with the necessary transportation tickets or their cash equivalent. All transportation tickets or their cash equivalent from New York City or place of engagement to the theatre shall be delivered to the Actor at least three days in advance of departure. The Theatre, upon request of the Actor, shall deliver to him his return transportation at least three days before the close of the Actor's engagement.

(2) If, in an emergency, it should become impossible for the Theatre to comply with the above conditions, the Theatre shall reimburse the Actor in an amount equal to the actual sum spent by the Actor for transportation. In no instance may the Theatre take advantage of reduced round-trip fares unless tickets or their cash equivalent are delivered to the Actor three days in advance.

(D)

(1) Where the Actor has been playing in a previous consecutive engagement, all tickets or their cash equivalent covering transportation from one theatre to another shall be furnished by the Theatre at which the Actor has his next engagement at least three days prior to his leaving for said engagement. Should the Theatre fail to send these tickets or monies, the Theatre at which the Actor is currently engaged may furnish the Actor with the full cost of transportation to his next engagement, or it shall provide the Actor with return transportation to the place of engagement.

(2) The Theatre at which the Actor is last employed shall be responsible for returning the Actor to the first point of engagement (residence).

(E) Air Travel.

(1) Air travel must be by FAA certified scheduled airlines, and not by non-scheduled or private airlines.

(2) Travel between the hours of 8:00 AM and 8:00 PM, which is of less than five scheduled hours duration and where meals are provided at the Theatre's expense, may be on scheduled tourist or coach flights on FAA certified airlines. Should there be no scheduled flights between 8:00 AM and 8:00 PM, travel may be between the hours of 7:00 AM and 10:00 PM. In addition, tourist or coach travel shall be permitted on non-stop jet flights from coast to coast provided such travel does not exceed six scheduled hours. Where no non-stop flights are scheduled from coast to coast, direct flights may be utilized, in which case travel shall not exceed eight scheduled hours. Air travel under any other circumstances shall be First Class.

The Theatre shall inform the Actor as to whether it provides air travel insurance. If the Theatre provides such insurance, but fails to notify the Actor by rider, the Actor who purchases air travel insurance shall be reimbursed, upon proof of purchase, for the premium cost of such air travel insurance up to the amount of \$100,000.00.

(3) If delay en route in air travel occurs, all expenses usually paid or furnished the traveler under first-class travel, and not paid to the Actor by the airlines, shall be reimbursed, upon proof of expense, to the Actor by the Theatre.

(F) Rail Transportation.

(1) If, in the Theatre's sole determination, air transportation is unfeasible or uneconomical, the Actor may be required to travel by railroad. Day coach transportation is limited 10 hours daily. After 10:00 PM, transportation shall include individual Pullman sleeping accommodations, which shall be no less than a roomette, if same is available (see Rule67(H)(1)(j)).

(2) Should the Theatre present proof satisfactory to Equity that Pullman sleeping accommodations could not be obtained, the Theatre shall pay the Actor an amount equal to the cost of a roomette only, without taxes or other excess charges. Failure to so prove shall obligate the Theatre to pay the Actor the difference between the total cost of first-class Pullman transportation, including a roomette, taxes and other excess charges included, and the amount of coach transportation.

(G) Bus Transportation. With the Actor's consent, bus travel shall be by public carrier duly licensed to carry passengers by intrastate or interstate commission (regularly scheduled). Such travel shall be between the hours of 8:00 AM and 8:00 PM and shall not exceed 10 hours. Buses shall be air-conditioned and provide for the maximum comfort of the Actor.

(H) Automobile Transportation. In the event the Actor uses his own car or rides with another Actor in lieu of other transportation at the beginning and end of his engagement, he shall receive a sum equivalent to the cost of applicable public transportation in cash. If

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the company closes away from the main theatre, the Theatre shall, at the Actor's option and if the Actor has a bona fide reason, return him to the theatre prior to returning him to his place of residence. (See Rule 5, Baggage and Rule 67(H)(1)(e), Overtime Travel)

## **70. UNDERSTUDIES.**

(A) In all "A" companies and "B+," "B," "C" and "D" Repertory companies, all parts except "bit parts" must be understudied. Where understudies are not required, the Theatre shall advise the Actor, in a rider to the contract, whether understudies are used. Except as provided in section (E) below and/or Rule 61, the understudy shall receive an additional 1/8<sup>th</sup> of his own contractual salary for each performance he gives when substituting for the Principal Actor.

(B) Understudy assignments shall be bona fide and shall be specified for each production and if "As Cast" may not be changed after the opening of the production (see Rule 15(G)). Where understudies are required, said understudies must be assigned no later than the first public performance of the production.

(C) If the understudy has had the part less than one week, he shall not be required to perform but may read it unless the understudy is also performing in the production, in which case he must have the part at least two weeks before he can be required to perform it. In any case, if the understudy has not been rehearsed in the role, he may not be required to perform it but may read it.

(D) Non-professional understudies shall not be counted for purposes of ratio. If a Principal Actor is being understudied by a non-professional, the non-professional may perform in his understudy role for a period of not more than two weeks. Thereafter, the role must be filled by an Equity Actor without prejudice to the original Actor if his contract has not been terminated.

(E) The Actor may consent to withdraw from one or more performances for the express purpose of permitting the understudy to perform. However, the Actor shall not suffer any loss of salary by reason of such withdrawal.

(F) It is understood and agreed that all understudy contracts shall be bona fide in which case they shall be counted for the purpose of the non-professional ratio.

(G) Where understudies are assigned or required, understudy rehearsals in non-Repertory companies shall commence no later than two weeks following the first public performance or one week following the official opening, whichever comes first (whichever comes later, in the case of Repertory companies).

(See Rule 15(G)(4) for numbers of job assignments allowed.)

**71. UNION EMBLEM.**

The Theatre agrees to display the Equity emblem in the lobby of the theatre next to the seating chart. In the event that a seating chart is not posted, the emblem will be displayed in a conspicuous place near the Box Office. The Equity emblem shall be supplied by Equity and shall remain the property of Equity and shall be returned to it on demand.

**72. UNION SECURITY.**

(A) All Actors, except non-professionals as provided in Rule 39, who are members of Actors' Equity Association shall, as a condition of employment, continue to be members of the Union in good standing for the life of this Agreement. All employees who are not now members of the Union 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 shall, as a condition of employment, become members of the Union 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 Union initiation fees and dues (or the monetary equivalent thereof) as financial obligations in accordance with the requirements of the National Labor Relations Act.

(B) The Theatre shall receive two weeks' written notice to discharge any Actor for non-payment of union dues or initiation fee. Upon the Actor's failure to make such payment(s) within the aforesaid period, the Theatre agrees immediately to discharge the Actor provided, however, that Equity agrees to withhold its demand for discharge if the Theatre undertakes, with the consent of the Actor, to withhold from the Actor's salary a sum or sums sufficient to correct the Actor's dues or initiation fee delinquency.

**73. VACATIONS.**

(A) For work in each Theatre, the Actor shall accrue vacation as follows:

(1) If an Actor is engaged in more than one production for fewer than 16 weeks, he shall accrue vacation of one day for the first eight weeks of employment and an additional day if he is employed at least an additional four weeks.

(2) If an Actor is engaged in a single production for fewer than 16 weeks or in a Repertory company and performs no more than four performances per week, he shall not be entitled to vacation accrual.

(3) If an Actor is engaged for 16 weeks or more, he shall accrue vacation at the rate of one day for each six weeks of employment during the first 24 weeks and thereafter one day for each four weeks of employment. The Actor shall accrue an additional day's vacation provided he has been employed for at least half of the six or four week period, whichever is applicable. Notwithstanding the above, by the 50th week of the Actor's employment, he shall have accrued two weeks' vacation.

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Rule 74. VOLUNTARY CLASSES

(4) If an Actor has been engaged under two or more employment contracts and has not earned vacation, he shall accrue vacation as follows: one day's vacation for each eight-week period during the first 16 weeks and one day's vacation for each four-week period thereafter.

(B)

(1) If the Theatre designates the time the Actor is to take vacation, it shall give the Actor no less than a one week vacation upon five weeks' notice. If the Actor requests vacation at the Actor's convenience and the Theatre agrees, the Actor shall receive the accumulated vacation days.

(2) The Actor's vacation shall not commence during an overnight tour unless the Actor is provided transportation between the original place of engagement or the Resident Theatre, whichever is nearer, and the site of the next performance on tour.

(C) Vacation pay shall accrue at the rate of 1/6<sup>th</sup> of weekly contractual salary. Accumulated vacation pay shall not exceed \$2,000.00 per week.

(D) If the Actor is not given vacation, the Actor shall receive accumulated vacation pay as severance pay.

#### **74. VOLUNTARY CLASSES.**

All members of the company are prohibited from attending so-called voluntary classes, and the Theatre agrees not to request members to attend such classes.

ADDENDUM I

**75. Lincoln Center Theater.**

(A) Vivian Beaumont Theater.

The following terms and conditions as noted below shall apply to Lincoln Center Theater (LCT)—Vivian Beaumont. All other terms and conditions not inconsistent with this section shall be in full accordance with the LORT Agreement governing “A” category Theatres.

(1) Minimum Salaries.

(a) During the originally scheduled run at the Vivian Beaumont Theater, the following minimum salaries shall apply:

Function	to 2/16/14	to 2/15/15	to 2/14/16	to 2/12/17
Actor	\$1268	\$1306	\$1345	\$1385
SM (Musical)	\$2085	\$2148	\$2212	\$2278
SM (Dramatic)	\$1792	\$1846	\$1901	\$1958
ASM (Musical)	\$1649	\$1698	\$1749	\$1801
ASM (Dramatic)	\$1465	\$1509	\$1554	\$1601

There shall be one full Swing of each gender hired from the first day of rehearsal for every Chorus musical production.

(b) Musical Production Increments. Rates shall be paid as the indicated percentage of minimum or the flat dollar amount, whichever is higher.

Chorus Playing Principal Part	2.4%	\$30.00
Chorus Playing Chorus Part	1.24%	\$15.00
Understudy for Principal Part	2.2%	\$27.00
Understudy for Chorus part	0.85%	\$11.00
Swing	5.0%	
Partial Swing	0.7%	\$ 8.50

Dance Captain	to 2/16/14	to 2/15/15	to 2/14/16	to 2/12/17
Musical	13%	14%	15%	16%
Dramatic	8%	9%	10%	10%

(2) Extensions.

(a) Should a production at the Vivian Beaumont Theater be extended beyond its originally scheduled run, the prevailing Production Contract minimum salaries shall apply. For the period October 1, 2012, through September 27, 2015, those rates are listed below for convenience:

Function	10/1/12- 9/29/13	9/30/13- 9/28/14	9/29/14- 9/27/15
Actor	\$1754	\$1807	\$1861
SM (Musical)	\$2883	\$2969	\$3058
SM (Dramatic)	\$2477	\$2551	\$2628
1 <sup>st</sup> ASM (Musical)	\$2278	\$2346	\$2416
1 <sup>st</sup> ASM (Dramatic)	\$2024	\$2085	\$2148
Additional ASM (Musical)	\$1903	\$1960	\$2019

An additional ASM who may not act or understudy will be added for Musical Productions.

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(b) Musical Production Increments. Production Contract rates will apply. In addition to the musical understudy increment, the Understudy shall receive 1/8<sup>th</sup> of his own contractual salary for each performance given when substituting for the Principal Actor.

(c) Health Benefits. After the originally scheduled run of the production, LCT agrees to contribute to the Equity-League Health Benefits Trust Fund the sum of \$176.00 per week per Actor; this sum includes the Supplemental Workers' Compensation Plan contribution.

(d) 401(k). After the originally scheduled run, LCT's contribution to the Equity-League Pension Trust Fund shall be reduced from 8% to 6% and LCT will contribute weekly to the Equity-League 401(k) Trust Fund on behalf of each Actor 3% of all monies received by Actor up to a maximum of \$7,500.00 per week. "Monies received" shall include contractual salary, overtime, unused vacation, over-scale expense payments, over-scale per diems, and sick pay, if applicable.

(B) Other Tony-eligible House(s).

(1) When a production originates in or is transferred to a Tony-eligible house other than the Beaumont, the prevailing Production Contract minimum salaries shall apply. For the period October 1, 2012, through September 27, 2015, those rates are listed below for convenience:

Function	10/1/12- 9/29/13	9/30/13- 9/28/14	9/29/14- 9/27/15
Actor	\$1754	\$1807	\$1861
SM (Musical)	\$2883	\$2969	\$3058
SM (Dramatic)	\$2477	\$2551	\$2628
1 <sup>st</sup> ASM (Musical)	\$2278	\$2346	\$2416
1 <sup>st</sup> ASM (Dramatic)	\$2024	\$2085	\$2148
Additional ASM (Musical)	\$1903	\$1960	\$2019

An additional ASM who may not act or understudy will be added for musical productions.

(2) Musical Production Increments. Production contract rates will apply. In addition to the musical understudy increment, the Understudy shall receive 1/8<sup>th</sup> of his own contractual salary for each performance given when substituting for the Principal Actor.

(3) Health Benefits. LCT agrees to contribute to the Equity-League Health Benefits Trust Fund the sum of \$176.00 per week per Actor; this sum includes the Supplemental Workers' Compensation Plan contribution.

(4) 401(k). From the first day of employment for productions at the Tony-eligible house, LCT's contribution to the Equity-League Pension Trust Fund shall be reduced from 8% to 6% and LCT will contribute weekly to the Equity-League 401(k) Trust Fund on behalf of each Actor 3% of all monies received by Actor up to a maximum of \$7,500.00 per week. "Monies received" shall include contractual

salary, overtime, unused vacation, over-scale expense payments, over-scale per diems, and sick pay, if applicable.

(C) Stage Managers and Assistant Stage Managers.

There shall be one Stage Manager and one Assistant Stage Manager for each production. Pre-production for all musicals originating at Tony-eligible stages/houses shall be as follows:

Stage Manager	two weeks
1 <sup>st</sup> ASM	one week
2 <sup>nd</sup> ASM	one day

(D) Auditions.

(1) LCT shall conduct one day of Equity Principal Auditions (EPAs) for each production, prior to agent submissions for the roles not “pre-cast.” “Pre-cast” is defined as offers made. These EPAs must be conducted prior to auditions as a result of agent submissions. Sides will be provided at the EPA.

(2) Chorus calls shall be held in accordance with Rule 37(E).

(3) The audition days set forth in paragraphs (D)(1) and (2) are in lieu of all other LORT audition days.

(E) TV Commercials.

LCT may **not** pro-rate the applicable session fee (currently \$592.20) or the New York Wild Spot on Camera Principal use fee (currently \$1163.80) under AEA-LORT Rule 35(F). Each Actor who appears in the commercial shall receive no less than the full session fee plus the full New York Wild Spot on Camera Principal use fee. All other terms and conditions of Rule 35(F) shall apply.

(F) Experimental Theatre.

If an Actor is engaged in a production under the Experimental Theatre contract for four weeks or more and, within a period of three years following the close of the Experimental Theatre production, LCT produces the play on the Theatre’s main stage or under any other standard Equity contract, LCT agrees to make a bona fide offer to the Actor to continue in the same role or function. LCT agrees to pay to any Actor not receiving a bona fide offer to perform his role or function an amount equal to three weeks’ minimum salary under said subsequent Equity contract, except that a bona fide offer to an Actor who performed the role or function for at least three weeks hereunder shall relieve the Theatre from any obligations to offer or compensate any other Actor who performed the same role or function in the production hereunder.

Equity and LCT agree that any and all obligations due to Actors in connection with subsequent employment pursuant to the preceding paragraph, shall be contingent upon the obligation being paid out of the Equity-LORT Subsidiary Rights Trust Fund.

(G) Sick Leave.

Should a production be extended beyond its originally scheduled engagement (the "Extension"), all unused sick leave shall be carried forward and, if used during the Extension, shall be paid at the then prevailing contract rate.

Beginning with the first day of the Extension, the Actor shall earn one performance of sick leave for every four weeks of employment. There shall be no limitation on the accumulation of such sick leave for Actors who are eligible. In the event the Actor must use such sick leave, Actor shall suffer no deduction of contractual salary so long as Actor uses the number of performances Actor has accumulated.

Upon the termination of the Actor's employment, sick leave accumulated under the Extension, not to exceed 11 performances per year of employment, shall be paid to the Actor on the basis of the applicable minimum salary for the Actor's classification.

Actors who earn in excess of the Stage Manager's applicable minimum salary per week, but not more than \$3,000.00, shall be entitled to one performance of sick leave for each four weeks of employment, provided that the payment of such sick leave shall not exceed 1/8<sup>th</sup> of the Stage Manager's applicable minimum salary for each performance lost. These Actors shall not be paid for unused sick leave.

Actors earning in excess of \$3,000.00 per week, but not more than \$4,000.00, shall earn one performance of sick leave for each four weeks of employment, up to a cap of four performances of sick leave per year, provided that the payment for such sick leave shall not exceed 1/8<sup>th</sup> of the Stage Manager's applicable minimum salary for each performance lost. These Actors shall not be paid for unused sick leave.

Actors earning in excess of \$4,000.00 per week shall not be entitled to sick leave.

If an Actor's salary increases during the course of an Actor's employment so that the Actor no longer accrues sick leave, the Actor may still utilize any previously accrued sick leave.

(H) Vacation.

(1) Provided the Actor has been engaged for 16 weeks or more during the originally scheduled run or subscription run of a production, he shall accrue vacation at the rate of one day for each six weeks of employment. The Actor shall accrue an additional day's vacation if he has been employed for at least half of the six-week period.

(2) When a production is extended or converts from the LORT Agreement (the "Extension/Conversion"), all vacation accumulated prior to the Extension/Conversion shall be paid to the Actor on the basis of the applicable pre-extension contractual salary up to a maximum of \$3000 per week.

(3)

(a) Beginning with the first day of the Extension/Conversion, or if the production originates in a Tony-eligible house, the Actor shall accrue vacation pay at the rate of 4% of contractual salary received, up to a

maximum of 4% of the Stage Manager's applicable minimum salary per week.

(b) If the production originates in a Tony-eligible house, or beginning with the first day of the extension/conversion, for each six months of the Actor's employment, the Actor shall be entitled, subject to section (3)(c) below, to a one-week vacation at Actor's option in multiples of one-week increments. If Actor chooses to take the vacation, Actor shall receive, in lieu of contractual salary, the accrued vacation pay specified in (3)(a) above. If Actor chooses not to take the vacation, Actor shall receive, in addition to contractual salary, the accrued vacation pay specified in (3)(a) above.

(c) When the Actor's contract terminates, Actor shall receive all accrued vacation pay, at the applicable rates, that has not been previously paid.

(4)

(a) In the event that a production extends under the LORT Agreement or converts from the LORT Agreement to the Production Contract prior to the Actor's 16<sup>th</sup> week of employment, the Actor shall accrue vacation at the rate of one day for each six weeks of employment for the first 16 weeks of employment, and an additional day's vacation if he has been employed for at least half of the six-week period. Vacation shall be paid to the Actor on the basis of the applicable contractual salary up to a maximum of \$3000 per week.

(b) Beginning with the 17<sup>th</sup> week of employment Actor shall accrue vacation pay at the rate of 4% of contractual salary received up to a maximum of 4% of the Stage Manager's applicable minimum salary per week.

(5) Notice of Vacation. The Actor shall give the Theatre not less than five weeks' notice of the date of Actor's intended vacation, which date shall be approved or disapproved in writing by the Theatre within one week thereafter.

(6) Replacement. An Actor engaged to replace an Actor on one week's vacation may be signed to a one-week contract. This contract shall clearly set forth that the engagement is limited to one week only.

(I) Mitzi E. Newhouse Theater or Other Non-Tony Eligible House.

The Mitzi E. Newhouse Theater or other non-Tony eligible house shall be categorized in accordance with Rule 13.

(J) Non-Professionals.

There shall be no non-professionals on any of Lincoln Center Theater's stages.

ADDENDUM II

**76. Manhattan Theatre Club.**

(A) Samuel J. Friedman Theatre.

(1) Minimum Salaries.

The following terms and conditions noted below shall apply to Manhattan Theatre Club (MTC)—Friedman Theatre . All other terms and conditions not inconsistent with this section shall be in full accordance with the LORT Agreement governing “A” category Theatres. During the first 16 weeks of performances, the following minimum salaries shall apply:

Function	to 2/16/14	to 2/15/15	to 2/14/16	to 2/12/17
Actor	\$1268	\$1306	\$1345	\$1385
SM (Musical)	\$2085	\$2148	\$2212	\$2278
SM (Dramatic)	\$1792	\$1846	\$1901	\$1958
ASM (Musical)	\$1649	\$1698	\$1749	\$1801
ASM (Dramatic)	\$1465	\$1509	\$1554	\$1601

There shall be one full Swing of each gender hired from the first day of rehearsal for every Chorus musical production.

(2) Musical Production Increments. Rates shall be paid as the indicated percentage of minimum or the flat dollar amount, whichever is higher.

Chorus Playing Principal Part	2.4%	\$30.00
Chorus Playing Chorus Part	1.24%	\$15.00
Understudy for Principal Part	2.2%	\$27.00
Understudy for Chorus part	0.85%	\$11.00
Swing	5.0%	
Partial Swing	0.7%	\$ 8.50

Dance Captain	to 2/16/14	to 2/15/15	to 2/14/16	to 2/12/17
Musical	13%	14%	15%	16%
Dramatic	8%	9%	10%	10%

(B) Extensions.

(1) Salaries. Should a production at the Samuel J. Friedman be extended beyond 16 weeks (the “Extension”), minimum salaries will not be less than the prevailing Production Contract minimum salaries. For the period October 1, 2012, through September 27, 2015, those rates are listed below for convenience:

Function	10/1/12- 9/29/13	9/30/13- 9/28/14	9/29/14- 9/27/15
Actor	\$1754	\$1807	\$1861
SM (Musical)	\$2883	\$2969	\$3058
SM (Dramatic)	\$2477	\$2551	\$2628
1 <sup>st</sup> ASM (Musical)	\$2278	\$2346	\$2416
1 <sup>st</sup> ASM (Dramatic)	\$2024	\$2085	\$2148
Additional ASM (Musical)	\$1903	\$1960	\$2019

An additional ASM who may not act or understudy will be added for Musical Productions.

In addition to the musical understudy increment, the Understudy shall receive 1/8th of his own contractual salary for each performance given when substituting for the Principal Actor.

(2) Health Benefits. Beginning the 17<sup>th</sup> week of performances at the Friedman, MTC agrees to contribute to the Equity-League Health Benefits Trust Fund the sum of \$176.00 per week per Actor; this sum includes the Supplemental Workers' Compensation Plan contribution.

(3) 401(k). At the time of the Extension, MTC's contribution to the Equity-League Pension Trust Fund will drop from 8% to 6% and MTC shall contribute weekly to the Equity League 401(k) Trust Fund on behalf of each Actor 3% of all monies received by Actor up to a maximum of \$7,500.00 per week. "Monies received" shall include contractual salary, overtime, unused vacation, over-scale expense payments, over-scale per diems, and sick pay, if applicable.

(C) Other Tony-eligible House(s).

When a production originates in a Tony-eligible house other than the Friedman, such production will operate under the LORT Agreement paying not less than Production Contract minimum salaries from the first rehearsal through the first 10 weeks of performances. Thereafter, the production shall convert to the full Production Contract (the "Conversion").

In addition, a second ASM shall be engaged for all musicals.

In addition to the musical understudy increment, the Understudy shall receive 1/8th of his own contractual salary for each performance given when substituting for the Principal Actor.

When a production is transferred to a Tony-eligible house other than the Friedman, such production will convert to the full Production Contract.

(D) Stage Managers and Assistant Stage Managers.

There shall be one Stage Manager and one Assistant Stage Manager for each production at all MTC stages whether or not they are Tony-eligible.

Pre-Production for all musicals originating at Tony-eligible stages/houses shall be as follows:

Stage Manager	two weeks
1 <sup>st</sup> ASM	one week
2 <sup>nd</sup> ASM	one day

(E) Auditions.

(1) MTC shall conduct one day of Equity Principal Auditions (EPAs) for each production, prior to agent submissions for the roles not "pre-cast." "Pre-cast" is defined as offers made. These EPAs must be conducted prior to auditions as a result of agent submissions. Actor shall be given a choice whether to give a monologue or to receive sides at EPAs.

(2) Chorus calls shall be held in accordance with Rule 37(E).

(3) The audition days set forth in paragraphs (E)(1) and (2) are in lieu of all other LORT audition days.

(F) TV Commercials.

MTC may **not** pro-rate the applicable session fee (currently \$592.20) or the New York Wild Spot on Camera Principal use fee (currently \$1163.80) under AEA-LORT Rule 35(F). Each Actor who appears in the commercial shall receive no less than the full session fee plus the full New York Wild Spot on Camera Principal use fee. All other terms and conditions of Rule 35(F) shall apply.

(G) Experimental Theatre.

If an Actor is engaged in a production under the Experimental Theatre contract for four weeks or more and, within a period of three years following the close of the Experimental Theatre production, MTC produces the play on the Theatre's main stage or under any other standard Equity contract, MTC agrees to make a bona fide offer to the Actor to continue in the same role or function. MTC agrees to pay to any Actor not receiving a bona fide offer to perform his role or function an amount equal to three weeks' minimum salary under said subsequent Equity contract, except that a bona fide offer to an Actor who performed the role or function for at least three weeks hereunder shall relieve the Theatre from any obligations to offer or compensate any other Actor who performed the same role or function in the production hereunder.

Equity and MTC agree that any and all obligations due to Actors in connection with subsequent employment pursuant to the preceding paragraph, shall be contingent upon the obligation being paid out of the Equity-LORT Subsidiary Rights Trust Fund.

(H) Sick Leave.

Should a production extend/convert, all unused sick leave shall be carried forward and, if used during the Extension/Conversion, shall be paid at the then prevailing contract rate.

Beginning with the first day of the Extension/Conversion, the Actor shall earn one performance of sick leave for every four weeks of employment. There shall be no limitation on the accumulation of such sick leave for Actors who are eligible. In the event the Actor must use such sick leave, Actor shall suffer no deduction of contractual salary so long as Actor uses the number of performances Actor has accumulated.

Upon the termination of the Actor's employment, sick leave accumulated under the Extension/Conversion, not to exceed 11 performances per year of employment, shall be

paid to the Actor on the basis of the applicable minimum salary for the Actor's classification.

Actors who earn in excess of the Stage Manager's applicable minimum salary per week, but not more than \$3,000.00, shall be entitled to one performance of sick leave for each four weeks of employment, provided that the payment of such sick leave shall not exceed 1/8<sup>th</sup> of the Stage Manager's applicable minimum salary for each performance lost. These Actors shall not be paid for unused sick leave.

Actors earning in excess of \$3,000.00 per week, but not more than \$4,000.00, shall earn one performance of sick leave for each four weeks of employment, up to a cap of four performances of sick leave per year, provided that the payment for such sick leave shall not exceed 1/8<sup>th</sup> of the Stage Manager's applicable minimum salary for each performance lost. These Actors shall not be paid for unused sick leave.

Actors earning in excess of \$4,000.00 per week shall not be entitled to sick leave.

(I) Vacation.

(1) Provided the Actor has been engaged for 16 weeks or more during the originally scheduled run or subscription run of a production, he shall accrue vacation at the rate of one day for each six weeks of employment. The Actor shall accrue an additional day's vacation if he has been employed for at least half of the six-week period.

(2) When a production extends or converts from the LORT Agreement, all vacation accumulated prior to the Extension/Conversion shall be paid to the Actor on the basis of the applicable pre-Extension/Conversion contractual salary up to a maximum of \$3000 per week.

(3)

(a) Beginning with the first day of the Extension/Conversion, or if the production originates in a Tony-eligible house other than the Friedman, the Actor shall accrue vacation pay at the rate of 4% of contractual salary received, up to a maximum of 4% of the Stage Manager's applicable minimum salary per week.

(b) If the production originates in a Tony-eligible house other than the Friedman, or beginning with the first day of the Extension/Conversion, for each six months of the Actor's employment, the Actor shall be entitled, subject to section (3)(c) below, to a one-week vacation at Actor's option in multiples of one-week increments. If Actor chooses to take the vacation, Actor shall receive, in lieu of contractual salary, the accrued vacation pay specified in (3)(a) above. If Actor chooses not to take the vacation, Actor shall receive, in addition to contractual salary, the accrued vacation pay specified in (3)(a) above.

(c) When the Actor's contract terminates, Actor shall receive all accrued vacation pay, at the applicable rates, that has not been previously paid.

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(4)

(a) In the event that a production extends under the LORT Agreement or converts from the LORT Agreement to the Production Contract prior to the Actor's 16<sup>th</sup> week of employment, the Actor shall accrue vacation at the rate of one day for each six weeks of employment for the first 16 weeks of employment, and an additional day's vacation if he has been employed for at least half of the six-week period. Vacation shall be paid to the Actor on the basis of the applicable contractual salary up to a maximum of \$3000 per week.

(b) Beginning with the 17<sup>th</sup> week of employment, the Actor shall accrue vacation pay at the rate of 4% of contractual salary received up to a maximum of 4% of the Stage Manager's applicable minimum salary per week.

(5) Notice of Vacation. The Actor shall give MTC not less than five weeks' notice of the date of Actor's intended vacation, which date shall be approved or disapproved in writing by MTC within one week thereafter.

(6) Replacement. An Actor engaged to replace an Actor on one week's vacation may be signed to a one-week contract. This contract shall clearly set forth that the engagement is limited to one week only.

(J) City Center or Other Non-Tony Eligible Houses.

(1) City Center Stages I and II or other non-Tony eligible houses shall be categorized in accordance with Rule 13.

(2) Off-Broadway Theatre Transfer.

If an MTC production at City Center Stages transfers to an Off-Broadway theatre, MTC will pay not less than the applicable Off-Broadway minimum salaries, except that Actors' salaries may not be reduced in the transfer. All other terms and conditions of the LORT Agreement will apply.

(K) Non-Professionals.

There shall be no non-professionals on any of Manhattan Theatre Club's stages.

ADDENDUM III

**77. Roundabout Theatre Company.**

(A) American Airlines Theatre.

The following terms and conditions as noted below shall apply to Roundabout Theatre Company (RTC)—American Airlines Theatre. All other terms and conditions not inconsistent with this section shall be in full accordance with the LORT Agreement governing “A” category Theatres. Notwithstanding the foregoing, Rule 27(B) shall not apply to RTC.

(1) Minimum Salaries.

During the 18-week subscription run for a musical and the 15-week subscription run for a play, the following minimum salaries shall apply:

Function	to 2/16/14	to 2/15/15	to 2/14/16	to 2/12/17
Actor	\$1268	\$1306	\$1345	\$1385
SM (Musical)	\$2085	\$2148	\$2212	\$2278
SM (Dramatic)	\$1792	\$1846	\$1901	\$1958
ASM (Musical)	\$1649	\$1698	\$1749	\$1801
ASM (Dramatic)	\$1465	\$1509	\$1554	\$1601

There shall be one full Swing of each gender hired from the first day of rehearsal for every Chorus musical production.

(2) Musical Production increments. Rates shall be paid as the indicated percentage of minimum or the flat dollar amount, whichever is higher.

Chorus Playing Principal Part	2.4%	\$30.00
Chorus Playing Chorus Part	1.24%	\$15.00
Understudy for Principal Part	2.2%	\$27.00
Understudy for Chorus part	0.85%	\$11.00
Swing	5.0%	
Partial Swing	0.7%	\$ 8.50

Dance Captain	to 2/16/14	to 2/15/15	to 2/14/16	to 2/12/17
Musical	13%	14%	15%	16%
Dramatic	8%	9%	10%	10%

(B) Studio 54.

The following terms and conditions as noted below shall apply to Roundabout Theatre Company (RTC)—Studio 54. All other terms and conditions not inconsistent with this section shall be in full accordance with the LORT Agreement governing “A” category Theatres.

(1) Minimum Salaries.

During the 12-week subscription run, the following minimum salaries shall apply:

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Function	to 2/16/14	to 2/15/15	to 2/14/16	to 2/12/17
Actor	\$1268	\$1306	\$1345	\$1385
SM (Musical)	\$2085	\$2148	\$2212	\$2278
SM (Dramatic)	\$1792	\$1846	\$1901	\$1958
ASM (Musical)	\$1649	\$1698	\$1749	\$1801
ASM (Dramatic)	\$1465	\$1509	\$1554	\$1601

There shall be one full Swing of each gender hired from the first day of rehearsal for every Chorus musical production.

(2) Musical Production increments. Rates shall be paid as the indicated percentage of minimum or the flat dollar amount, whichever is higher.

Chorus Playing Principal Part	2.4%	\$30.00
Chorus Playing Chorus Part	1.24%	\$15.00
Understudy for Principal Part	2.2%	\$27.00
Understudy for Chorus part	0.85%	\$11.00
Swing	5.0%	
Partial Swing	0.7%	\$ 8.50

Dance Captain	to 2/16/14	to 2/15/15	to 2/14/16	to 2/12/17
Musical	13%	14%	15%	16%
Dramatic	8%	9%	10%	10%

(C) Stephen Sondheim Theatre.

During the 12-week subscription run, the following terms and conditions as noted below shall apply to Stephen Sondheim Theatre. All other terms and conditions not inconsistent with this section shall be in full accordance with the LORT Agreement governing "A" category Theatres.

(1) Minimum Salaries.

Function	to 2/16/14	to 2/15/15	to 2/14/16	to 2/12/17
Actor	\$1268	\$1306	\$1345	\$1385
SM (Musical)	\$2085	\$2148	\$2212	\$2278
SM (Dramatic)	\$1792	\$1846	\$1901	\$1958
ASM (Musical)	\$1649	\$1698	\$1749	\$1801
ASM (Dramatic)	\$1465	\$1509	\$1554	\$1601

There shall be one full Swing of each gender hired from the first day of rehearsal for every Chorus musical production.

(2) Musical Production increments. Rates shall be paid as the indicated percentage of minimum or the flat dollar amount, whichever is higher.

Chorus Playing Principal Part	2.4%	\$30.00
Chorus Playing Chorus Part	1.24%	\$15.00
Understudy for Principal Part	2.2%	\$27.00
Understudy for Chorus part	0.85%	\$11.00
Swing	5.0%	
Partial Swing	0.7%	\$ 8.50

Dance Captain	to 2/16/14	to 2/15/15	to 2/14/16	to 2/12/17
Musical	13%	14%	15%	16%
Dramatic	8%	9%	10%	10%

(D) Extensions.

(1) Minimum Salaries. Should a production at the American Airlines Theatre, Stephen Sondheim Theatre or Studio 54 be extended beyond the above-noted subscription runs, the prevailing Production Contract minimum salaries shall apply. For the period October 1, 2012, through September 27, 2015, those rates are listed below for convenience:

Function	10/1/12- 9/29/13	9/30/13- 9/28/14	9/29/14- 9/27/15
Actor	\$1754	\$1807	\$1861
SM (Musical)	\$2883	\$2969	\$3058
SM (Dramatic)	\$2477	\$2551	\$2628
1 <sup>st</sup> ASM (Musical)	\$2278	\$2346	\$2416
1 <sup>st</sup> ASM (Dramatic)	\$2024	\$2085	\$2148
Additional ASM (Musical)	\$1903	\$1960	\$2019

An additional ASM who may not act or understudy will be added for musical productions.

(2) Musical Production Increments. Production contract rates will apply. In addition to the musical understudy increment, the Understudy shall receive 1/8th of his own contractual salary for each performance given when substituting for the Principal Actor.

(3) Health Benefits. After the subscription run of the production at the American Airlines Theatre, Studio 54, and Stephen Sondheim Theatre, RTC agrees to contribute to the Equity-League Health Benefits Trust Fund the sum of \$176.00 per week per Actor; this sum includes the Supplemental Workers' Compensation Plan contribution.

(4) 401(k). After the above noted subscription run, RTC's contribution to the Equity-League Pension Trust Fund shall be reduced from 8% to 6% and RTC will contribute weekly to the Equity-League 401(k) Trust Fund on behalf of each Actor 3% of all monies received by Actor up to a maximum of \$7,500.00 per week. "Monies received" shall include contractual salary, overtime, unused vacation, over-scale expense payments, over-scale per diems, and sick pay, if applicable.

(E) Other Tony-eligible House(s).

(1) When a production originates in or is transferred to a Tony-eligible house other than the American Airlines Theatre, Stephen Sondheim Theatre, or Studio 54, the prevailing Production Contract minimum salaries shall apply. For the period October 1, 2012, through September 27, 2015, those rates are listed below for convenience:

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Function	10/1/12- 9/29/13	9/30/13- 9/28/14	9/29/14- 9/27/15
Actor	\$1754	\$1807	\$1861
SM (Musical)	\$2883	\$2969	\$3058
SM (Dramatic)	\$2477	\$2551	\$2628
1 <sup>st</sup> ASM (Musical)	\$2278	\$2346	\$2416
1 <sup>st</sup> ASM (Dramatic)	\$2024	\$2085	\$2148
Additional ASM (Musical)	\$1903	\$1960	\$2019

An additional ASM who may not act or understudy will be added for musical productions.

(2) Musical Production increments. Production contract musical increment rates will apply. In addition to the musical understudy increment, the Understudy shall receive 1/8<sup>th</sup> of his own contractual salary for each performance given when substituting for the Principal Actor.

(3) Health Benefits. RTC agrees to contribute to the Equity-League Health Benefits Trust Fund the sum of \$176.00 per week per Actor; this sum includes the Supplemental Workers' Compensation Plan contribution.

(4) 401(k). From the first day of employment for productions at the Tony-eligible house other than American Airlines Theatre, Stephen Sondheim Theatre, or Studio 54, RTC's contribution to the Equity-League Pension Trust Fund shall be reduced from 8% to 6% and RTC will contribute weekly to the Equity-League 401(k) Trust Fund on behalf of each Actor 3% of all monies received by Actor up to a maximum of \$7,500. "Monies received" shall include contractual salary, overtime, unused vacation, over-scale expense payments, over-scale per diems, and sick pay, if applicable.

(F) Stage Managers and Assistant Stage Managers.

There shall be one Stage Manager and one Assistant Stage Manager for each production.

Pre-Production for all musicals originating at Tony-eligible stages/houses shall be as follows:

Stage Manager	two weeks
1 <sup>st</sup> ASM	one week
2 <sup>nd</sup> ASM	one day

(G) Auditions.

(1) RTC shall conduct one day of Equity Principal Auditions (EPAs) for each production, prior to agent submissions for the roles not "pre-cast." "Pre-cast" is defined as offers made. These EPAs must be conducted prior to auditions as a result of agent submissions. Sides will be provided at the EPA.

(2) Chorus calls shall be held in accordance with Rule 37(E).

(3) The audition days set forth in paragraphs (G)(1) and (2) are in lieu of all other LORT audition days.

(H) TV Commercials.

RTC may **not** pro-rate the applicable session fee (currently \$592.20) or the New York Wild Spot On-Camera Principal use fee (currently \$1163.80) under AEA-LORT Rule 35(F). Each Actor who appears in the commercial shall receive no less than the full session fee plus the full New York Wild Spot On-Camera Principal use fee. All other terms and conditions of Rule 35(F) shall apply.

(I) Experimental Theatre.

If an Actor is engaged in a production under the Experimental Theatre contract for four weeks or more and, within a period of three years following the close of the Experimental Theatre production, RTC produces the play on the Theatre's main stage or under any other standard Equity contract, RTC agrees to make a bona fide offer to the Actor to continue in the same role or function. RTC agrees to pay to any Actor not receiving a bona fide offer to perform his role or function an amount equal to three weeks' minimum salary under said subsequent Equity contract, except that a bona fide offer to an Actor who performed the role or function for at least three weeks hereunder shall relieve the Theatre from any obligations to offer or compensate any other Actor who performed the same role or function in the production hereunder.

Equity and RTC agree that any and all obligations due to Actors in connection with subsequent employment pursuant to the preceding paragraph, shall be contingent upon the obligation being paid out of the Equity-LORT Subsidiary Rights Trust Fund.

(J) Sick Leave.

Beginning with the first day of the Extension, all unused sick leave shall be carried forward and, if used during the extension, shall be paid at the then prevailing contract rate.

Beginning with the first day of the Extension, the Actor shall earn one performance of sick leave for every four weeks of employment. There shall be no limitation on the accumulation of such sick leave for Actors who are eligible. In the event the Actor must use such sick leave, Actor shall suffer no deduction of contractual salary so long as Actor uses the number of performances Actor has accumulated.

Upon the termination of the Actor's employment, sick leave accumulated under the Extension, not to exceed 11 performances per year of employment, shall be paid to the Actor on the basis of the applicable minimum salary for the Actor's classification.

Actors who earn in excess of the Stage Manager's applicable minimum salary per week, but not more than \$3,000.00, shall be entitled to one performance of sick leave for each four weeks of employment, provided that the payment of such sick leave shall not exceed 1/8<sup>th</sup> of the Stage Manager's applicable minimum salary for each performance lost. These Actors shall not be paid for unused sick leave.

Actors earning in excess of \$3,000.00 per week, but not more than \$4,000.00, shall earn one performance of sick leave for each four weeks of employment, up to a cap of four performances of sick leave per year, provided that the payment for such sick leave shall

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not exceed 1/8<sup>th</sup> of the Stage Manager's applicable minimum salary for each performance lost. These Actors shall not be paid for unused sick leave.

Actors earning in excess of \$4,000.00 per week shall not be entitled to sick leave.

(K) Vacation.

(1) Provided the Actor has been engaged for 16 weeks or more during the originally scheduled run or subscription run of a production, he shall accrue vacation at the rate of one day for each six weeks of employment. The Actor shall accrue an additional day's vacation if he has been employed for at least half of the six-week period.

(2) When a production extends/converts from the LORT Agreement, all vacation accumulated prior to the Extension/Conversion shall be paid to the Actor on the basis of the applicable pre-extension contractual salary up to a maximum of \$3000 per week.

(3)

(a) Beginning with the first day of the Extension/Conversion, or if the production originates in a Tony-eligible house other than American Airlines Theatre, Stephen Sondheim Theatre, or Studio 54, the Actor shall accrue vacation pay at the rate of 4% of contractual salary received, up to a maximum of 4% of the Stage Manager's applicable minimum salary per week.

(b) If the production originates in a Tony-eligible house other than American Airlines Theatre, Stephen Sondheim Theatre, or Studio 54, or beginning with the first day of the Extension/Conversion, for each six months of the Actor's employment, the Actor shall be entitled, subject to section (3)(c) below, to a one-week vacation at Actor's option in multiples of one-week increments. If Actor chooses to take the vacation, Actor shall receive, in lieu of contractual salary, the accrued vacation pay specified in (3)(a) above. If Actor chooses not to take the vacation, Actor shall receive, in addition to contractual salary, the accrued vacation pay specified in (3)(a) above.

(c) When the Actor's contract terminates, Actor shall receive all accrued vacation pay, at the applicable rates, that has not been previously paid out.

(4)

(a) In the event that a production extends under the LORT Agreement or converts from the LORT Agreement to the Production Contract prior to the Actor's 16<sup>th</sup> week of employment, the Actor shall accrue vacation at the rate of one day for each six weeks of employment for the first 16 weeks of employment, and an additional day's vacation if he has been employed for at least half of the six-week period. Vacation shall be paid to the Actor on the

basis of the applicable contractual salary up to a maximum of \$3000 per week.

(b) Beginning with the 17<sup>th</sup> week of employment, the Actor shall accrue vacation pay at the rate of 4% of contractual salary received, up to a maximum of 4% of the Stage Manager's applicable minimum salary per week.

(5) Notice of Vacation. The Actor shall give the Theatre not less than five weeks' notice of the date of Actor's intended vacation, which date shall be approved or disapproved in writing by the Theatre within one week thereafter.

(6) Replacement. An Actor engaged to replace an Actor on one week's vacation may be signed to a one week contract. This contract shall clearly set forth that the engagement is limited to one week only.

(L) Laura Pels Theatre or Other Non-Tony Eligible House.

The Laura Pels Theatre or other non-Tony eligible houses shall be categorized in accordance with Rule 13.

(M) Non-Professionals.

There shall be no non-professionals on any of the Roundabout Theatre Company's stages.

ADDENDUM IV

**78. Center Theatre Group.**

The following terms and conditions as noted below shall apply to Center Theatre Group—Ahmanson Theatre. All other terms and conditions not inconsistent with this section shall be in full accordance with the LORT Agreement governing “A” category Theatres.

(A)

(1) Minimum Salaries.

Function	to 2/16/14	to 2/15/15	to 2/14/16	to 2/12/17
Actor	\$1268	\$1306	\$1345	\$1385
SM (Musical)	\$2085	\$2148	\$2212	\$2278
SM (Dramatic)	\$1792	\$1846	\$1901	\$1958
ASM (Musical)	\$1649	\$1698	\$1749	\$1801
ASM (Dramatic)	\$1465	\$1509	\$1554	\$1601

There shall be one full Swing of each gender hired from the first day of rehearsal for every Chorus musical production.

(2) Musical Production Increments. Rates shall be paid as the indicated percentage of minimum or the flat dollar amount, whichever is higher.

Chorus Playing Principal Part	2.4%	\$30.00
Chorus Playing Chorus Part	1.24%	\$15.00
Understudy for Principal Part	2.2%	\$27.00
Understudy for Chorus part	0.85%	\$11.00
Dance Captain (Musical)	12.0%	
Dance Captain (Dramatic)	7.0%	
Partial Swing	0.7%	\$ 8.50

(3) If a Production Contract tour plays at the Ahmanson, the Production Contract will continue to apply.

(4) If Center Theatre Group produces a production at the Ahmanson that is intended to tour commercially after its Ahmanson run, the LORT rates set forth above shall apply.

(5) If a production moves from its Broadway engagement to the Ahmanson with more than 50% of the cast, the cast at the Ahmanson shall be employed under the LORT Agreement but shall receive no less than the prevailing Production Contract minimum salary. For the period October 1, 2012, through September 27, 2015, those rates are listed below for convenience:

Function	10/1/12- 9/29/13	9/30/13- 9/28/14	9/29/14- 9/27/15
Actor	\$1754	\$1807	\$1861
SM (Musical)	\$2883	\$2969	\$3058
SM (Dramatic)	\$2477	\$2551	\$2628
1 <sup>st</sup> ASM (Musical)	\$2278	\$2346	\$2416
1 <sup>st</sup> ASM (Dramatic)	\$2024	\$2085	\$2148
Additional ASM (Musical)	\$1903	\$1960	\$2019

(B) TV Commercials.

CTG may **not** pro-rate the applicable session fee (currently \$592.20) or the New York Wild Spot On-Camera Principal use fee (currently \$1163.80) under AEA-LORT Rule 35(F). Each Actor who appears in the commercial shall receive no less than the full session fee plus the full New York Wild Spot On-Camera Principal use fee. All other terms and conditions of Rule 35(F) shall apply.

(C) Non-Professionals.

There shall be no non-professionals on any of Center Theatre Group's stages outside the Academic Theatre Rule 39(E).

ADDENDUM V

**79. Ford's Theatre.**

The following terms and conditions as noted below shall apply to Ford's Theatre. All other terms and conditions not inconsistent with this section shall be in full accordance with the LORT Agreement governing "A" category Theatres.

(A)

(1) Minimum Salaries.

Understudy shall receive 1/8<sup>th</sup> increment for each performance.

There shall be one full Swing of each gender hired from the first day of rehearsal for every Chorus musical production.

(2) Musical Production Increments.

LORT "A" except Dance Captain, which shall be 20% of "A" category minimum salary.

(B) Stage Managers and Assistant Stage Managers.

There shall be one Stage Manager and one Assistant Stage Manager for each production.

(C) Non-Professional Juveniles.

Up to four non-professional Juvenile actors (under age 14) may be employed in a production and not signed to an Equity contract if all of the following conditions are met: (1) the non-professional Juveniles do not have "leading" or "featured" roles (Principal or Chorus), as determined by Equity; (2) each Juvenile actor with a "leading" or "featured" role (Principal or Chorus), as determined by Equity, will be signed to an Equity contract; and (3) the non-professional Juvenile actors are local actors living at home during the engagement.

(D) Non-Professionals.

There shall be no Non-Professionals on any of Ford's Theatre's stages except as noted in paragraph (C).

**ARCHIVE RECORDING RULES**

Recording, in whole or in part, of a production in which Equity members are employed under the terms of the Agreement and Rules Governing Employment in Resident Theatre, may be made or material captured under Rule 35(C) may be used for an archive maintained by the Theatre under the following terms and conditions:

1. Recordings of these productions made under the Archive Recording Rules (hereinafter "Archive Recordings") shall not be loaned out or removed from the Theatre's premises without the written consent of Equity. Equity will entertain requests, for which permission shall not be unreasonably withheld, to use such Archive Recording for submission to private or public grant-making institutions, or the Pulitzer Prize Committee, for Sign Language Interpreters or Interpreters for audio-described performances, and to facilitate Transfer productions within LORT or between LORT and a non-LORT Producer operating under the LORT Transfer Agreement with respect to technical elements in the production such as lighting design, special effects, complex staging and the like. Archive Recordings will not be considered for any purpose except as identified herein.
2. Capture of an Archive Recording shall take place only during a regularly scheduled performance.
3. The Actor shall be advised as to the nature and purpose of such Archive Recording. The Theatre shall submit notice to Equity, in writing, that an Archive Recording will be made as soon as the date of the Recording is known. If there is nudity involved in the production, Equity shall be notified prior to capture.
4. Any rehearsal called to prepare for the Archive Recording of the production shall require overtime payment to the Actors called.
5. No person connected with the production shall receive special compensation for this Archive Recording. Should any other participating union, such as the Musicians Union or the Stage Hands Union, receive compensation for its participation, then these conditions shall no longer apply and each Actor participating in this Archive Recording shall be paid no less than the applicable SAG-AFTRA rate.
6. The Theatre shall provide Equity with the opportunity to view the completed Archive Recording.
7. The Archive Recording may be viewed by anyone employed by or connected artistically with the Theatre and by scholars, teachers, and students in and of the visual and performing arts and by Equity members.
8. If, at any time, the Theatre no longer operates under a LORT Agreement, all Recordings shall be turned over to Equity or a mutually acceptable archive prior to the release of any bond that Equity may be holding.
9. A Theatre wishing to house its archives in a facility not under direct control of the Theatre must petition Equity for consent.
10. The Theatre shall maintain control and ownership of all Recordings and will ensure that they are not used for any commercial purpose whatsoever. The Theatre shall also ensure that no copies of the Archive Recording are made.

## ARCHIVE RECORDING

11. Any violation of any part of this Agreement shall result in a payment of either two weeks' contractual salary or Two Thousand Dollars (\$2,000), whichever is greater, for each breach, to each Actor whose rights have been breached hereunder, plus whatever SAG-AFTRA rate may be due.
12. Should Lincoln Center Library Theatre On Film Or Tape (TOFT) request a copy of the Archive Recording, the Theatre may, at its discretion, provide TOFT with a copy. The Theatre shall inform Equity, in writing, at the time the Recording is sent to TOFT.
13. If material captured under Rule 35(C) is used for Archive purposes, the limitations as to use enumerated in these Archive Recording Rules shall be applicable only to the Archive Recording.

### LORT Stage Reading Guidelines

Equity Actors (“Actors”) may participate in Stage Readings under the following guidelines:

- 1) Rehearsal hours are limited to a maximum of 15 hours (20 hours for musicals) for rehearsals **and** actual Reading(s), such times to be at the Actor’s convenience. If the total hours for the rehearsal(s) and Reading(s) extend beyond the specified number of hours previously listed, then each Equity Actor is to receive a stipend of \$100.00 in addition to basic transportation reimbursement. **In no event shall the total hours for the rehearsal(s) and Reading(s) be more than 29 hours.**
- 2) Maximum of three (3) Readings. All Readings and rehearsals must be within a 14-day period.
- 3) No sets, props, wigs, make-up, or costumes.
- 4) No advertising or reviews.
- 5) No admission charged or donations solicited; cannot be offered as a “subscriber bonus.”
- 6) No solicitation for or of backers.
- 7) For invited audiences only. (If Programs are provided, the names of all AEA members in the production are to be designated by an asterisk (\*) with the indication that Actors and Stage Managers so designated are members of Equity.)
- 8) Book in hand, no memorization, only minimum staging with no choreography permitted.
- 9) Actors must be reimbursed at no less than their actual expenses as submitted by Actor.
- 10) No Non-Resident Aliens may be used under the terms of these Guidelines.
- 11) No televising, broadcasting, visual and/or sound recording, motion picture filming or videotaping, in whole or in part.
- 12) Theatre agrees to actively solicit ethnic minorities, women, and actors with disabilities (consistent with the Americans with Disabilities Act) for the current Reading and for all future Readings.
- 13) All rehearsal and presentation spaces must be wheelchair accessible.
- 14) The Stage Reading Guidelines must be posted at all rehearsals and presentations.**
- 15) The Actor is hereby notified that participating in a Stage Reading Guidelines Presentation is not considered employment with reference to the Rehearsal Rules in either the Production Contract, Rule 58(E) or the Off-Broadway Contract, Rule 54(K), both of which are entitled Attendance at.
- 16) The Theatre agrees that, for the Actor, the stage reading must be a project for which the Actor truly volunteers.
- 17) There may be only one use of the Stage Reading Guidelines per project within a six-month period without the express written permission of Equity.**

## CASUAL EMPLOYMENT

### Casual Employment Terms and Conditions

1. A Casual Employment Rider (CER) shall be signed when the Actor is contracted for projects of one to four consecutive days including but not limited to rehearsals and performances of a production on one day and the repetition of the same production on subsequent days; or the rehearsal and performance of a production on one day and a different production on successive day or days.
2. A CER shall pertain to Actors who are already employed under Equity contract to the Theatre and to those outside the company at the time of the special project. In the case of the Actor already under contract, it will probably mean working only on his day off as that is when the reading is likely to be held. For that Actor, it must be a project for which the Actor truly volunteers. It may not be a condition of employment prior to joining the company. LORT and Equity have stressed this point, and the Theatres understand that the whole venture may fail should there be any abuse in this area. Our experience has been that when an Actor has a light workload, he wishes to become involved in an experimental work. Similarly, the Actor who has a heavy load declines the invitation.
3. On the first day of the project, the Actor may work eight out of ten consecutive hours. On the second and subsequent day(s) of the project, he may be permitted to work up to six hours each day. The six hours would include rehearsing and/or performing. The CER will be used to cover a project of no more than four consecutive days' duration.

If the Actor is performing at night under a standard contract, he may not rehearse more than five hours under CER.

4. Minimum pay scale.

(a) When an "A," "B+," "B," or "C" main stage Theatre uses any of its categorized stages, the first day will be 1/6th of that stage's applicable category minimum plus \$10.00. The rates for the 2nd, 3rd, and 4th days will be 1/6th of that stage's applicable category minimum for each day. Notwithstanding the foregoing, and for the purposes of this paragraph only, "C" minimum will prevail for projects on "D" second stages of "A," "B+," "B," or "C" main stage Theatres and non-categorized spaces, e.g., rehearsal rooms.

(b) When a "D" category main stage Theatre uses any of its "D" categorized stages or a non-categorized space, e.g., rehearsal room, the first day will be 1/6th of "D" minimum plus \$10.00. The rates for the 2nd, 3rd, and 4th days will be 1/6th of "D" minimum for each day. Notwithstanding the foregoing, if a "D" main stage Theatre uses any "C" or higher categorized stage, that stage's category minimum will apply.

5. Health benefits contributions for Actors already under contract for the Theatre are automatically paid under the standard contract. The actual monies earned under the CER shall be reported for Pension purposes. For Actors participating from outside the company, the Theatre shall contribute eight percent of the actual monies earned towards Pension; however, no Health benefits contribution shall be required.

6. A Stage Manager will be required, except when the project involves nothing more than the Actors sitting at a table reading through a rehearsal period and later doing an unstaged reading.

CASUAL EMPLOYMENT

7. Non-professionals may be engaged. The non-professional ratio shall be on a two to one basis, e.g.:

<u>Number of Equity Contracts</u>	<u>Number of Non-Pros Permitted</u>
1	0
2	1
3	1
4	2
5	2
6	3
7	3
etc.	etc.

8. All applicable rules governing rehearsal hours, breaks, etc., shall be governed by the Agreement and Rules Governing Employment in Resident Theatres.

### LORT Transfer Rider

**A.** The *LORT Transfer Rider* shall be attached to the Actor's contract when the same production is moved between or among two or more LORT Theatres and (i) the Theatres require the Actor to sign contingent contracts for each Theatre in the transfer **AND** (ii) the period between the close of the production at one Theatre and the first paid public performance at the subsequent Theatre is 21 days or fewer. In circumstances where the *Transfer Rider* is not required, the *Transfer Rider* may be utilized at the option of the Theatre(s). *Transfer Riders* shall include the names of all LORT Theatres participating in the Transfer.

If a Theatre operating under a contract other than LORT is part of the Transfer, the terms of this LORT Transfer Rider shall also apply to that non-LORT theatre. The LORT Agreement shall govern sick leave and vacation benefits accrual beginning with rehearsal at the first Theatre in the Transfer through the close of the production at the last Theatre in the Transfer.

**B.** If a *Transfer Rider* is to be utilized, contracts from all of the Theatres named in that *Transfer Rider* must be presented to the Actor for signing at the same time and the Actor must agree to accept employment at all of the Theatres named.

**C.** A *LORT Transfer Rider* adding a subsequent Theatre(s) not known at the time of the original signing may be presented to the Actor at any time prior to the closing of the production at any one of the Theatres listed in the *Transfer Rider*.

**D.** When a *Transfer Rider* is utilized, the following terms and conditions shall apply:

(1) Salary.

The Actor's minimum salary shall be determined by the stage category of each Theatre at which he is engaged (see Rule 55). As the Actor transfers to subsequent Theatres within the Transfer, his salary shall be determined by the highest salary paid at any prior Theatre in the Transfer. The Actor's salary may not be reduced at any time during the Transfer.

(2) Vacation.

Vacation shall accrue beginning with the Actor's first day of rehearsal at the first Theatre and ending with the Actor's last performance at the last Theatre in the Transfer (see Rule 73).

(3) Sick Leave and Bereavement.

Sick leave and bereavement days shall be accrued beginning with the Actor's first day of employment at the first Theatre and ending with the Actor's last performance at the last Theatre in the Transfer (see Rule 61(A)).

(4) Hiatus.

(a) The Theatre may schedule an unpaid hiatus between Transfer engagements. No Actor's unpaid hiatus may be fewer than seven (7) nor more than twenty-one (21) days without Equity's consent. However, should the Actor's unpaid hiatus be greater than 14 days, the Theatre shall make Health contributions throughout the *entire period* of the Actor's unpaid hiatus.

(b) During an unpaid hiatus, the Actor shall be given the option of free housing either at the current Theatre or the subsequent Theatre, or free transportation back to the Actor's residence and then to the subsequent Theatre. Any hiatus must be specified in the *Transfer Rider*, including the options selected by the Actor. The Theatre may not designate the hiatus as vacation. Vacation shall be paid at the end of the Transfer engagement only.

(5) Day-Off.

Should the Actor's only day off in a Monday to Sunday week be used as a travel day, the Actor shall receive one-sixth (1/6) of his weekly contractual salary.

(6) Rehearsals.

(a) If, while at a Theatre, rehearsals are held to reblock or replace an Actor at a subsequent Theatre, the Actors shall be paid at the applicable overtime rate.

(b) After the first paid public performance and where the author (i.e., playwright, translator, adapter, or composer) is in residence at the Theatre a substantial portion of the time, the first Theatre may use ten (10) rehearsal hours per week for four (4) weeks for revisions (see Rule 51(C)(6)(d)). At the second or subsequent Theatre(s), each such Theatre may use ten (10) rehearsal hours per week for any two (2) weeks for revisions.

(c) Each subsequent Theatre may schedule one (1) day of ten (10) out of twelve (12) consecutive hours of rehearsal for dramatic productions and two (2) days of ten (10) out of twelve (12) consecutive hours of rehearsal for musical productions. When there is a substantial physical change from venue to venue (e.g., proscenium to round) requiring re-staging, one (1) additional day of ten (10) out of twelve (12) consecutive hours of rehearsal may be scheduled. Only new script material required by the change in venue may be added or rehearsed.

(7) Replacement.

(a) No Equity Actor may be replaced by a non-professional at any time during the Transfer.

(b) If a replacement Actor is hired for the subsequent Theatre(s), that Actor shall be contracted by the subsequent Theatre. If that Actor travels to the Theatre where the production is currently in performance to rehearse or observe, that Actor shall receive the salary increase and per diem as outlined in LORT Rule 55(L)(3).

(8) Stage Managers.

(a) The Stage Manager or the Assistant Stage Manager at the preceding Theatre shall move with the production unless the subsequent Theatre's Stage Manager is in residence at the preceding Theatre for one (1) week or more.

(b) Should the subsequent Theatre's Stage Manager travel to the preceding Theatre, that Stage Manager shall receive the appropriate touring salary and per diem (see Rule 55(L)(3)). Additionally, that Stage Manager shall be considered to be continuously employed.

TRANSFER RIDER

(c) Should the preceding Theatre's Stage Manager travel to the subsequent Theatre, for temporary work, that Stage Manager shall receive the appropriate touring salary and per diem (see Rule 55(L)(3)).

(d) If the Stage Manager or Assistant Stage Manager has to prepare a script for the subsequent Theatre(s), that Stage Manager or Assistant Stage Manager shall receive no less than Three Hundred Fifty Dollars (\$350.00). This shall not apply to photocopying.

(9) Termination.

(a) Prior to the beginning of employment at the first Theatre, there shall be a four (4) week buy-out for the Theatre and a two (2) week buy-out for the Actor (see Rule 66(G)(1)).

(b) Each contract signed by the Actor shall specify the same individual notice and termination. Neither the Theatre's nor the Actor's buy-out liability shall exceed the notice under any one (1) contract.

(c) If the Actor terminates his engagement at the first Theatre, the date on which the notice becomes effective may not fall within the period beginning two (2) weeks prior to the first paid public performance and ending two (2) weeks after the official opening or three (3) weeks after the first paid public performance, whichever comes first. If the Actor terminates his engagement at a subsequent Theatre, the date on which that notice becomes effective may not fall within the period beginning one (1) week prior to the first paid public performance and ending two (2) weeks after the first paid public performance of such subsequent engagement.

(d) Should the Actor terminate his contract, the Actor shall give the notice to the Theatre where he is currently working. The Theatre shall inform all other Theatres to which the Actor is engaged of the termination notice. Any liability due to the failure of the Theatre to inform subsequent Theatre(s) of the termination shall not be the responsibility of the Actor.

(e) The "Just Cause" provisions (Rule 66(E)) shall be satisfied by the Actor's engagement at the first Theatre and shall remain in force until the Actor's employment is terminated on the date set forth at the last Theatre in the Transfer.

(10) Except as modified herein, all provisions of the LORT Agreement shall be applicable.

(11) Any Transfer commenced prior to February 12, 2017, may continue under these provisions until such Transfer is completed.

### **Guidelines for Theatrical Smoke and Haze**

March 19, 2003

LORT and Equity agreed that when creating smoke, haze, and fog effects, all LORT Theatres would use only dry ice, CO<sub>2</sub>, liquid nitrogen, vaporized water, or substances listed in and in accordance with the specified limits set forth in a study commissioned by the Trustees of the Equity-League Pension and Health Trust Funds, entitled *EQUIPMENT-BASED GUIDELINES FOR THE USE OF THEATRICAL SMOKE AND HAZE* ("Guidelines"). This document is part of a larger body of work collectively referred to as the "Study." Quantifiable limits have now been placed in the Guidelines on smoke and haze products containing glycol and mineral oil ("Products"). Consequently, LORT Theatres may now use only those Products tested as part of the Study and, further, must use them only within the limits specified in the Guidelines. (To review the complete Guidelines reports, go to [www.actorsEquity.org](http://www.actorsEquity.org), click on "Document Library," and then click on "Smoke and Fog Guidelines.")

The effective date for compliance is April 1, 2003. Accordingly, any production that commences rehearsals on or after April 1, 2003, must be in compliance with the Guidelines.

In order to self-monitor adherence to the Guidelines, LORT Theatres must choose between time-and-distance calculations or the use of a portable air sampling monitor (as outlined in the AIR SAMPLING PROTOCOL-part of the Study and referenced in the Guidelines.)

After the Theatre has undertaken either the applicable calculations or air sampling, as required by the Guidelines, the Theatre must post on the Actors' callboard a Notice that states that the Theatre is in compliance with the Guidelines for the applicable Products. The Notice must be posted no later than the first paid public performance and re-posted, subsequently, if any of the cues and/or Products have been changed, no later than the day of the official opening of the production.

Additionally, to insure that the Guidelines have been implemented properly, each Theatre must provide the following information to Equity:

- 1) At least two weeks prior to the beginning of each season, the Theatre must notify Equity of the manufacturer of the smoke or haze machine, the machine model number, and the Products to be used during the season (if known). Thereafter, the Theatre must notify Equity of any deviations from the original notification not later than two weeks prior to the first use of the change. It is understood that ALL Products used must fall within the Guidelines. It is important to remember that approved Products are only approved for use in machines that have been *expressly* designed for the use of those Products.
- 2) In the event any reasonable concerns are raised with respect to the use of any Products in a production, Equity and the Theatre agree that they will review the issue expeditiously. This review will be undertaken by the Equity Business Representative and the Theatre's authorized representative—most likely the Production Manager and/or General Manager. If the matter cannot be resolved satisfactorily at that level, the Theatre shall provide Equity, at Equity's request, with the following information for the cue(s) in question.
  - (a) name of the manufacturer, name of the machine, fluid name, and setting (e.g., high, medium, or low);
  - (b) a description of the smoke and/or haze cue(s) in question;

## GUIDELINES FOR SMOKE AND HAZE

- (c) the Actor's blocking before, during, and after the cue(s) in question;
- (d) the precise location of each machine; and
- (e) all applicable calculations and/or air sampling data that the Theatre had used to insure compliance with the Guidelines.

During the course of this review and, if necessary, Equity's subsequent evaluation of the requested information, performances will continue uninterrupted until the pending matter has been resolved.

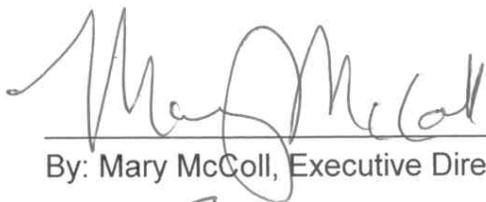
In the event the Theatre wishes to use a smoke or haze Product or machine that is not identified in the Study, or wishes to use an approved Product or machine in a manner that falls outside the Guidelines, the Theatre must send a letter to the Equity Business Representative no later than two weeks prior to the first such use. Equity will review the matter and promptly notify the Theatre as to their position on the proposed deviation from the Guidelines. In the event the parties do not agree on the proposed deviation from the Guidelines, the deviation will not be implemented.

DURATION

This Agreement shall commence on February 18, 2013, and expire on February 12, 2017. Any new rules, when adopted, shall be retroactive to February 18, 2013, unless otherwise stated.

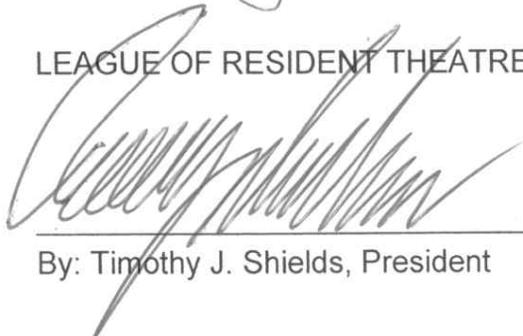
Any individual contracts of employment existing on or signed on or subsequent to February 18, 2013, shall be modified in accordance with the new rules. Equity may advise its members that no Actor shall work for the Theatre unless an Agreement Governing Employment in Resident Theatres is in effect.

ACTORS' EQUITY ASSOCIATION



By: Mary McColl, Executive Director

LEAGUE OF RESIDENT THEATRES



By: Timothy J. Shields, President

LORT CONTRACT 2013

## COSTUME RENTAL SCHEDULE FOR LORT THEATRES

The following may be used as a guide in those instances where the Actor agrees to furnish his/her own clothing for any production. It is understood that such payment is made as a weekly rental fee and a rider to the Actor's contract shall be filed with Equity in accordance with LORT Rule 12(E).

Topcoat.....	\$10.00
Overcoat.....	\$10.00
Raincoat.....	\$9.00
Suit Jacket.....	\$9.00
Blouse.....	\$5.00
Dress.....	\$13.00
Ensemble (Shirt, Suit, Shoes, Hat, etc.).....	\$30.00
Jeans.....	\$4.00
Shirt.....	\$5.00
Skirt.....	\$6.00
Dance Shoes:	
Professional jazz shoes.....	\$10.00
Character shoes.....	\$10.00
Tap shoes.....	\$10.00
Pointe shoes.....	\$10.00
Dance boots.....	\$10.00
Shoes.....	\$6.00
Shorts.....	\$3.00
Slacks.....	\$6.00
Sneakers.....	\$4.00
Suit.....	\$20.00
Sweater.....	\$4.00
Hat.....	\$4.00
Tie.....	\$1.00
Wig or Hairpiece.....	\$15.00

With respect to garments not appearing on this schedule, the rental or loan will be negotiated to the mutual agreement of the Actor and the Theatre. The above price shall be the weekly rental fee for the first two weeks of use and 1/2 price for each week thereafter.

**MEMBERSHIP  
LEAGUE OF RESIDENT THEATRES**

ACT THEATRE  
Kreielsheimer Place  
700 Union Street  
Seattle, WA 98101  
(206) 292-7660

ACTORS THEATRE OF LOUISVILLE  
316 West Main Street  
Louisville, KY 40202  
(502) 584-1265

ALABAMA SHAKESPEARE FESTIVAL  
One Festival Drive  
Montgomery, AL 36117  
(334) 271-5300

ALLEY THEATRE  
615 Texas Avenue  
Houston, TX 77002  
(713) 228-9341

ALLIANCE THEATRE  
1280 Peachtree Street, NE  
Atlanta, GA 30309  
(404) 733-4650

AMERICAN CONSERVATORY  
THEATER  
30 Grant Avenue  
San Francisco, CA 94108-5834  
(415) 834-3200

AMERICAN REPERTORY THEATRE  
64 Brattle Street  
Cambridge, MA 02138  
(617) 496-2000

ARDEN THEATRE COMPANY  
40 N. 2<sup>nd</sup> Street  
Philadelphia, PA 19106  
(215) 922-8900

ARENA STAGE  
1101 6<sup>th</sup> Street, SW  
Washington, DC 20024  
(202) 554-9066

ARIZONA THEATRE COMPANY  
343 S. Scott Avenue  
Tucson, AZ 85701  
(520) 884-8210

ARKANSAS REPERTORY THEATRE  
P.O. Box 110  
Little Rock, AR 72203  
501-378-0445

ASOLO REPERTORY THEATRE  
5555 N. Tamiami Trail  
Sarasota, FL 34243  
(941) 351-9010

BARTER THEATRE  
P.O. Box 867  
Abington, VA 24212  
(276) 628-2281

BERKELEY REPERTORY THEATRE  
2025 Addison Street  
Berkeley, CA 94704  
(510) 647-2900

CAPITAL REPERTORY THEATRE  
111 North Pearl Street  
Albany, NY 12207  
(518) 462-4531

CENTERSTAGE  
700 N. Calvert Street  
Baltimore, MD 21202  
(410) 986-4000

CENTER THEATRE GROUP  
601 W. Temple Street  
Los Angeles, CA 90012  
(213) 628-2772

THE CINCINNATI PLAYHOUSE  
IN THE PARK  
962 Mount Adams Circle  
Cincinnati, OH 45202  
(513) 345-2242

CITY THEATRE COMPANY  
1300 Bingham Street  
Pittsburgh, PA 15203  
(412) 431-4400

CLARENCE BROWN THEATRE COMPANY  
Department of Theatre  
University of Tennessee  
206 McClung Tower  
Knoxville, TN 37996  
(865) 974-6011

THE CLEVELAND PLAY HOUSE  
1901 E. 13<sup>TH</sup> Street, Suite 200  
Cleveland, OH 44114  
(216) 400-7000

COURT THEATRE  
5535 S. Ellis Avenue  
Chicago, IL 60637  
(773) 702-7005

DALLAS THEATER CENTER  
2400 Flora Street  
Dallas, TX 75201  
(214) 526-8210

DELAWARE THEATRE COMPANY  
200 Water Street  
Wilmington, DE 19801  
(302) 594-1104

DENVER CENTER THEATRE CO.  
1050 13<sup>th</sup> Street  
Denver, CO 80204  
(303) 893-4000

FLORIDA STUDIO THEATRE  
1241 N. Palm Avenue  
Sarasota, FL 34236  
(941) 366-9017

FORD'S THEATRE  
514 10<sup>th</sup> Street NW  
Washington, DC 20004  
202-638-2941

GEFFEN PLAYHOUSE  
10886 Le Conte Avenue  
Los Angeles, CA 90024  
(310) 208-6500

GEORGE STREET PLAYHOUSE  
9 Livingston Avenue  
New Brunswick, NJ 08901  
(732) 846-2895

GEORGIA SHAKESPEARE  
4484 Peachtree Road, NE  
Atlanta, GA 30319  
(404) 504-3400

GEVA THEATRE CENTER  
75 Woodbury Boulevard  
Rochester, NY 14607  
(585) 232-1366

GOODMAN THEATRE  
170 N. Dearborn Street  
Chicago, IL 60601  
(312) 443-3811

GOODSPEED MUSICALS  
Route 82, Box A  
East Haddam, CT 06423  
(860) 873-8664

GREAT LAKES THEATER  
1501 Euclid Avenue, Suite 300  
Cleveland, OH 44115  
(216) 241-5490

THE GUTHRIE THEATER  
818 2<sup>nd</sup> Street, S.  
Minneapolis, MN 55415  
(612) 225-6000

HARTFORD STAGE COMPANY  
50 Church Street  
Hartford, CT 06103  
(860) 525-5601

HUNTINGTON THEATRE COMPANY  
264 Huntington Avenue  
Boston, MA 02115  
(617) 266-7900

INDIANA REPERTORY THEATRE  
140 West Washington Street  
Indianapolis, IN 46204  
(317) 635-5277

KANSAS CITY REPERTORY THEATRE  
4949 Cherry Street  
Kansas City, MO 64110  
(816) 235-2727

LA JOLLA PLAYHOUSE  
2910 La Jolla Village Drive  
La Jolla, CA 92037  
(858) 550-1070

LAGUNA PLAYHOUSE  
P.O. Box 1747  
Laguna Beach, CA 92652  
(949) 497-2787

LINCOLN CENTER THEATER  
150 West 65th Street  
New York, NY 10023  
(212) 362-7600

LONG WHARF THEATRE  
222 Sargent Drive  
New Haven, CT 06511  
(203) 787-4284

MALTZ JUPITER THEATRE  
1001 East Indiantown Road  
Jupiter, FL 33477  
561-743-2666

MANHATTAN THEATRE CLUB  
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## INDEPENDENT MANAGER'S AGREEMENT

The undersigned employer agrees to accept and abide by all the terms and conditions of the foregoing collective bargaining agreement between Actors' Equity Association and The League of Resident Theatres, acknowledges the receipt of a copy of same and full notice of all provisions, rules and regulations contained therein, and further agrees to be bound by any interim modifications and/or amendments to said agreement which may become effective during its term.

---

Producer

---

Actors' Equity Association

---

Date

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