

# **Actors' Equity Association**

## **AGREEMENT AND RULES GOVERNING EMPLOYMENT IN BUSINESS THEATRE AND EVENTS**

Effective Date: March 1, 2010

Expiration Date: February 27, 2011

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## **AGREEMENT AND RULES GOVERNING EMPLOYMENT UNDER THE BUSINESS THEATRE AND EVENTS CONTRACT**

Agreement made between Producers of the Business Theatre and Events Contract (hereafter "Producer") and Actors' Equity Association (hereafter "Equity").

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

Nothing contained in any employment contract shall be construed so as to interfere with a member's obligation to Equity as prescribed by its Constitution, By-Laws, Rules and Regulations; provided that this contract shall govern in the event of a conflict between the foregoing and the provisions of this Agreement.

### **2. AGENTS.**

The Producer and Actor have notice that Equity franchises agents and that the relationship between agents and Equity is governed by the Equity-Agency Regulations.

### **3. ALIENS.**

Non-resident aliens may not be employed under this contract without the express consent of Equity. It is understood that Equity's decision in this matter shall be final and binding.

### **4. AUDITIONS.**

(A) If a production plans to hold any auditions, the Producer shall notify Equity of these plans no later than four weeks prior to the first day of employment. Equity shall then determine if auditions open to all Equity Members will be required, and if so, Equity will advise the Producer of the appropriate procedures for conducting these auditions.

(B) If no auditions are held, and any roles are open for casting, the Producer shall inform Equity, no later than four weeks prior to the first day of employment, of a contact to whom pictures and resumes may be submitted for consideration.

### **5. CLAIMS.**

(A) Waiver or Release Not Permissible. No waiver, release, settlement, or adjustment by the Actor of any claim arising under this agreement is of any validity whatsoever unless Equity consents in writing.

(B) Agents or Attorneys. In no case shall claims of Actors under employment contracts be handled or enforced by agents or attorneys of Actors unless Equity consents in writing.

(C) Time Limit in Filing Claims. Should the Actor deem that Actor has any claim against the Producer under Actor's employment contract, Actor shall present the same to Equity or to the Producer within 28 days after such claim arises or 28 days after Actor learns of claim unless Actor shall give to Equity a good and sufficient reason for any delay.

### **6. CHORUS.**

When the Actor's primary function is that of Chorus, it shall be so indicated on the Actor's contract.

### **7. CLOTHES, COSTUMES AND MAKE-UP.**

(A) Clothes and Make-Up Supplied by Producer. The Producer shall furnish the cast with all costumes, wigs, beards, special make-up (new), costume hats, costume shoes, tights (new), stockings (new) and hose (new). The Producer shall not be required to furnish ordinary and conventional facial make-up or hair pieces. The Actor shall not be required to purchase additional conventional clothes for the purpose of the production. All footwear shall be clean, sanitary, properly fitted and in good repair and, if modern and conventional or for dancing, shall be new. No Actor shall be required to perform in shoes which are unsafe, unsanitary, or in poor repair.

(B) Dance Shoes. The Producer shall provide properly fitted professional dance shoes for all members of the company 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) which must conform to the appropriate style of the movement. All footwear shall be of suitable construction for dancing when used for theatre dance movement and shall be rubbered and braced when necessary. Professional dance shoes are not required for normal ballroom dancing or where there are minimal choreographed movements. The Producer shall

provide professional dance shoes at least one week prior to the first Dress Rehearsal. During rehearsals, the Producer shall furnish at least one pair of toe shoes to all performers required to dance in toe shoes.

(C) Costume Rental. Actor shall not rent or lend any wardrobe for use in the production until the terms of the rental are set forth in a rider to the Actor's contract of employment. The payment will include the cost of cleaning. The rental rates shall be no less than the following per six days or part thereof: Formal Ensemble: \$75; Business Ensemble: \$50; Other ensemble: \$40; Dance shoes: \$25; Any single item: \$10.

(D) Cleaning and Upkeep. Costumes or clothes including hats, beards, and hairpieces used in the production, shall be kept clean and in good condition and be properly maintained by the Producer. Costumes shall be freshly cleaned when delivered to the Actor and must be pressed before performance after travel. Costumes shall be cleaned as needed but at least once every five performances and/or dress rehearsals and at closing. Stockings, shirts and other "skin" parts of costumes or clothes shall be laundered or cleaned whenever necessary, or, alternatively, a second set of skin parts must be provided. If the Actor's personal clothing used in the production is damaged, the Producer agrees to replace such clothing.

(E) Costume Calls. Once a contract has been issued by Producer, the Actor shall be available for one costume call held prior to the commencement of rehearsals, such call to be scheduled subject to the Actor's availability and convenience. When a costume call occurs at a place other than the place of rehearsal, the Producer shall provide, or shall reimburse the Actor for, transportation to and from such costume call. The manner of transportation shall be determined by the Producer.

(F) Kneepads and Protective Clothing. Prior to any activity that requires knee and elbow pads and protective clothing, the Producer shall furnish new and properly fitted (i.e., small, medium, or large) items for the exclusive use of the Actor for all rehearsals and performances.

## **8. CONTRACTS.**

(A) Minimum Conditions Cannot Be Waived. Neither the Producer nor the Actor have any right or power to waive any of the minimum conditions of employment set forth in this Agreement without the written consent of Equity.

(B) Oral Agreements. Oral agreements shall not be considered binding.

(C) Signing. Contracts between the Producer and the Actor must be signed before the Actor shall be permitted to rehearse or perform. Contracts must be signed by the Producer first. The Producer may, in writing, notify the Actor that unless the contract is signed and returned to the Producer within 48 hours after receipt by the Actor the contract is null and void.

(D) Changes and Alterations. It shall be the duty of the Producer, not the Actor, to submit any and all riders, changes, alterations, waivers, or substitutions from or under this Agreement to Equity for written approval by a duly authorized representative.

All concessions or waivers granted to the Producer by Equity prior to signing shall be made known by the Producer to the Actor and Stage Manager in writing by rider before the signing of the contract.

The Producer agrees that all blanks, including date(s) of rehearsal and salary, will and must be indelibly filled in before signing and delivery. If, after signing, the Producer wishes to engage the Actor for additional days, the Producer must obtain the Actor's agreement in writing by a rider to the contract, with a copy provided to Equity.

(E) Filing Contract. Within one week after entering into any employment contract, the Producer and Actor shall each be required to submit a signed copy of the contract to Equity.

(F) Additional Duties. If the Actor is to be employed as Assistant Stage Manager, Understudy (with name of part(s) of Understudy designated), or Dance Captain, in addition to other work in the show, such additional duties must be reflected in the Actor's contract.

## **9. DANCE CAPTAIN**

If duties as Dance Captain are assigned to an Actor or Assistant Stage Manager these duties shall be compensated at the rate of not less than 15% of the minimum salary for the Actor's

classification. The Stage Manager shall not serve as Dance Captain. Whenever there is musical staging and/or choreography, in productions with 14 days or more of performance, a Dance Captain shall be required and paid from the first day of assignment but in no event later than the first day of rehearsal.

#### **10. DEFINITIONS.**

(A) Actor. Where the term "Actor" is used, such term refers to and includes all persons engaged under the Business Theatre and Events Contract, including those engaged to perform functions traditionally known as Principal, Chorus, Singer, Dancer, Stage Manager, and Extra.

(B) Stage Manager. The term "Stage Manager" shall refer to and include all persons who perform the customary duties of the Stage Manager or Assistant Stage Manager.

(C) Chorus. The term "chorus" shall include all Actors performing chorus work, as may be determined by Equity.

(D) Extra. An Extra is a person whose only function is decorative or atmospheric, who speaks no scripted lines, does not sing or dance, and whose primary function is not individual.

(E) Place of Engagement. The term Place of Engagement shall refer to the city where the Actor is located when contracted for the Producer's production.

#### **11. DELAY OR ABANDONMENT OF PRODUCTION.**

(A) Before Rehearsals. The Producer may abandon the production at any time prior to the beginning of rehearsals by giving the Actor written notice thereof and paying the Actor for all days for which the Actor is contracted but in no event more than 14 days' salary, plus transportation required, if any.

The Producer may delay the beginning of rehearsals for a maximum period of 14 days by giving the Actor written notice thereof; however, the Actor shall be paid one-half salary for any day or days of delay and the employment term of an Actor holding a contract providing for a guarantee of more than 12 days' employment shall not be extended by any delay except with the written consent of the Actor, with a copy provided to Equity.

If at the expiration of the maximum period stated above, the production does not go into rehearsal or is not abandoned with the payment of the guarantee required above, then the Actor is deemed to be in rehearsal and full salary shall be paid.

(B) During Rehearsals or Performances. If during rehearsals or performances the Producer abandons the production for any reason, Producer may do so by giving the Actor written notice and paying the Actor for all days for which the Actor is contracted but in no event more than 14 days' salary, plus transportation, if applicable.

#### **12. DEPUTIES, REPRESENTATIVES, AND MEMBERS.**

(A) (1) Deputies of Equity shall be permitted in each company.

(2) Duly authorized representatives of Equity shall have free access to the place of performance, and to all Actors engaged in the production at all times.

(B) The Producer shall not dismiss or otherwise penalize any Actor for fulfilling Actor's duties or obligations as a deputy or an Equity member.

#### **13. DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

(A) The Actor shall not be required to perform in any production in any venue where discrimination is practiced as to admission or to seating at such productions, against any actor or patron because of either the actor's or patron's race, color, creed, gender, sexual orientation, disability or national origin. Determinations as to discrimination shall be made by Equity and not by an individual actor. Any dispute between Equity and the Producer shall be subject to the rule ARBITRATION.

(B) The parties hereto affirm their commitment to the policy that employment hereunder shall be without discrimination on the basis of sex, race, color, creed, national origin, age, disability, sexual orientation or political persuasion or belief. Consistent with the foregoing, the Producer agrees that casting of Business Theatre and Events productions will be conducted in a manner which provides full and fair consideration to all actors including, but not limited to, ethnic minorities, women, seniors and actors with disabilities and toward this end will employ a casting policy known as non-traditional

casting. Non-traditional casting is for the purpose of increasing employment of actors of color, women, seniors and actors with disabilities in roles where the race, gender, age and the presence or absence of a disability are not essential to the production or character's development.

#### **14. DISPUTE RESOLUTION.**

##### **(A) Arbitration.**

(1) Any controversy arising from the application or interpretation of this Agreement or affecting the relationship between any Actor or Equity and the Producer, including the disputes as to the existence or validity of any employment contract, shall be submitted to arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. Arbitration as provided herein shall be the exclusive remedy for the resolution or adjustment to disputes, including any question as to whether a dispute or issue is arbitrable under the provisions of this Agreement.

(2) The award of the arbitrator shall be final and binding upon all parties. Equity shall determine the site of arbitration.

(3) The cost of arbitration and any compensation to, and expenses of, the arbitrator shall be borne equally by Equity and the Producer.

(4) The failure of any party to attend the arbitration hearing as scheduled shall not delay said arbitration, and the arbitrator is authorized to proceed to take evidence and issue an award as though such party were present.

##### **(B) Breaches.**

(1) If the Producer is in breach of any of its obligations hereunder (including breach of any provision contained in any individual employment contract), the Producer shall be obligated to pay the Actor(s) in addition to payment in full for all services rendered, plus any other payments to which the Actor may be entitled by contract or by Equity rules, and also as liquid damages, no present basis of calculation existing, an amount not to exceed 14 days' contractual salary.

(2) All disputes hereunder shall be subject to Arbitration under this rule. The foregoing notwithstanding, Equity may, prior to Arbitration and without penalty to itself or to the Actor, intervene to require the Actor not to rehearse or perform.

(3) The Producer is on notice that so long as there is outstanding against the Producer an unsatisfied claim by Equity, Actors will be directed that they may not be employed by the Producer. However, if the Producer desires to employ Actors while the Producer exhausts what it deems to be its legal remedies, the Producer must file a bond sufficient to cover the amount of the unsatisfied claim.

#### **15. DUTIES AND RIGHTS OF THE ACTOR.**

(A) The Actor agrees to be prompt at rehearsals, to pay strict regard to make-up and dress, to perform Actor's services to the best of Actor's ability, and to abide by all reasonable rules and regulations of the Producer not in conflict with Equity rules herein set forth.

(B) The Actor shall have the right to accept other employment not conflicting with the fulfillment of Actor's duties under this contract.

#### **16. EQUITY: SPECIAL PROVISIONS.**

(A) Equity may represent the Actors in any dispute which may arise with the Producer.

(B) Oral or telephone rulings made by Equity shall not be binding upon Equity, the Producer, or the Actors unless confirmed in writing.

(C) Determination of Classification. Equity shall have the sole right to determine whether an Actor is correctly classified under Actor's contract as Principal, Stage Manager, Assistant Stage Manager, Chorus, or Extra, and Equity's determination shall be final.

#### **17. EXTRAORDINARY RISK.**

(A) Defined. "Extraordinary risks" are defined as but are not limited to performing acrobatic feats, suspension from trapezes, wires or like contrivances, the use of or exposure to weapons, the handling of or direct exposure to fire or pyrotechnic devices, and the use of traps, performing on top

of automobiles or other such vehicles, or performing any of the following acts (or exposure to the following substances when they could be considered dangerous): high platforms, smoke, leaps, falls, throws, catches, knee drops or slides, or roller skating.

(B) Notice of Risk. If any Actor is asked to perform an extraordinary risk and agrees to do so, a rider to the Actor's contract must be executed prior to the rehearsal or performance of any such risk. Equity must be notified in writing, of all such risks as soon as the Producer determines that such risks will be in the production.

(C) Determination of Risk. The determination as to whether a particular Actor is performing services involving "extraordinary risk" shall be made by Equity and shall be final and binding.

(D) Extraordinary Risk Payment. An Actor called upon to perform "extraordinary risk" shall receive not less than \$10 per day in addition to Actor's Contractual Salary. Said payment will commence when the Actor actually starts rehearsing the risks involved.

(E) Removal of Risk. Equity shall have the right to determine what constitutes Extraordinary Risk as defined herein, and may, in its discretion, order that such Risks be removed from the production. Equity's decision shall in no way abrogate the Actor's right to proper insurance coverage under the provisions of this Agreement.

## **18. HEALTH AND PENSION BENEFITS.**

(A) Health. The Producer agrees to make contributions to the Equity-League Health Fund, for Health and Supplemental Workers; Compensation, as follows:

(1) The Producer will contribute the applicable health rate, which is currently \$188.48, to the Equity-League Health Trust Fund on the first day of an Actor's employment for the first six or fewer consecutive days of the Actor's employment, and then at the beginning of each ensuing six-day or fewer consecutive period of employment thereafter (e.g., one contribution is due with the salary for the first day, the next contribution is due with the salary for the seventh day of employment, the next contribution is due with the salary for the thirteenth day of employment, etc.). This rate expires on May 31, 2010 and may be changed by Equity effective June 1, 2010. Thereafter, the rate may be changed each year effective June 1 of that year.

(2) The Producer further agrees to be bound by the Agreement and Declaration of Trust establishing the aforesaid Health 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.

(3) Supplemental Workers' Compensation Insurance. The Producer agrees to provide insurance supplementing Workers' Compensation Disability benefits through a group policy administered by the Equity-League Health Trust Fund at a cost to be determined by Equity as part of the contractually required health contribution. Supplemental Workers' Compensation 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 offices.

(B) Pension. The Producer agrees to participate in the Equity-League Pension Trust Fund and to make weekly contributions thereto in the amount equal to 8% of all gross salary payments to the Actor for each person employed. The Producer 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.

(C) 401(k) Plan Deferral. At Producer's discretion, the Actor may have the option to contribute to the Equity-League 401(k) Plan. If Producer so agrees, the Producer shall make salary deferrals, as directed by the Actor, and remit same to the Plan. In any case, no contributions shall be required of the Producer. If the Producer so agrees, the Producer agrees to be bound by the Agreement and Declaration of Trust establishing the Equity-League 401(k) Plan, including all its rules and regulations and any and all amendments and modifications thereto that may be adopted by its Trustees during the term of this Agreement.

(D) Reports. The producer must submit to Equity, on a form supplied or approved by Equity, a weekly report listing all Actors employed, the Health and Pension contributions made on behalf of

each Actor, and the dues deducted from each Actor's salary. This weekly report must be submitted with the said contributions and dues not later than 12 business days following the end of each seven-day period.

(E) Workers' Compensation Insurance. The Producer agrees to obtain and maintain Workers' Compensation Insurance Coverage for all Actors in Producer's employ. Failure to obtain Workers' Compensation Insurance shall make the Producer individually liable to the Actor for payments equivalent to any Worker's Compensation lost. This obligation shall survive the termination of the Actor's contract of employment.

#### **19. ILLNESS.**

If the Actor cannot perform or rehearse on account of illness, then the Actor shall not be entitled to any salary for the time during which said services, for such reason or reasons, are not rendered.

#### **20. JUVENILE ACTORS.**

Should the Producer employ any Actors who are both under 19 years of age at the time of signing and who have not completed high school, Equity must be contacted for the necessary provisions for employment.

#### **21. PROPERTY: REIMBURSEMENT TO ACTOR FOR LOSS OR DAMAGE.**

The Producer shall reimburse the Actor for all loss and/or damage to:

- (1) Actor's property used and/or to be used in connection with the production covered by this agreement,
- (2) The personal clothing worn by the Actor to the theatre or other place of performance,
- (3) The personal effects of the Actor, including Actor's baggage, while such property is wholly or partly in the possession or control or under the supervision of the Producer, or under that of any of Producer's representatives, or while said property is in any theatre, building or other place in which the production covered by Producer's agreement has been or is being given or is to be given; or when said property or personal effects have been in any way shipped, forwarded or stored by the Producer or any of Producer's representatives, agents or employees, up to a limit of \$5,000 for Actor's personal effects and/or clothing.

#### **22. PUBLICITY APPEARANCES AND PHOTOGRAPHS.**

##### (A) General

- (1) Upon at least 24 hours notice to the Actor, but in no case during auditions except upon the written consent of the Actor, the Producer 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 or advertising the production, provided that such photographing takes place within the hours specified for rehearsals or performances.
- (2) Actor's time used for personal appearances shall be considered as part of the work day.
- (3) The Producer shall reimburse the Actor for all reasonable personal expenses incurred in connection with personal and publicity appearances initiated or required by the Producer.

##### (B) Commercial Use.

The Producer must obtain the Actor's prior written authorization before the Actor's picture may be used in conjunction with a commercial or print ad and said authorization must specify the commercial product involved. Additional compensation for such use must be negotiated unless such pictures are used solely in direct connection with the production and solely during the period of the production.

#### **23. REHEARSALS AND PERFORMANCES**

##### (A) General Rules.

- (1) Rest Period (Turnaround). There shall be a rest period of not less than 8 hours between the end of work or travel on one day and the beginning of work or travel call on the following day. In the event of an emergency the required 8-hour rest period may be broken and payment therefore shall be made at double overtime, payable for each half hour or part thereof (based

on the overtime rate listed in Rule 27, SALARIES, BENEFITS, AND OTHER COMPENSATION).

Transportation between the Actor's hotel and the place of rehearsal or performance in excess of 15 minutes in any one direction, shall not be permitted to invade the Actor's prescribed overnight rest period.

(2) Day of Rest. For engagements spanning a total of three weeks or more, there shall be at least one day off after not more than nine days of consecutive employment.

(3) Overtime Generally. Daily overtime may be worked provided that all the rest period limitations herein are observed. Said overtime shall be paid for at the rate as listed in rule 27, SALARIES, BENEFITS, AND OTHER COMPENSATION for each hour or part thereof.

(4) Multiple Overtime Payments. Should the same time period be subject to more than one category of overtime payment, compensation must be paid for each category.

(B) Rehearsal Rules.

(1) Rehearsals begin with the date when the Actor is first called.

(2) Hours.

(a) Rehearsal away from performance site: 7 hours per day, not including meal breaks.

(b) Rehearsal at performance site: 10 hours per day, including meal breaks.

(c) Any 3 days of rehearsal preceding the day of the first performance: 10 hours per day, not including meal breaks.

(See also Rule 29, STAGE MANAGERS).

(3) Breaks. There shall be a five-minute break for the entire company after each 55 minutes of rehearsal or a 10-minute break after each 80 minutes of rehearsal (except during orchestra and dress rehearsals) for all members of the company.

After a period of not more than five hours of rehearsal there shall be a break of no less than one hour. If the break is one hour, Actors who rehearse in other than conventional street wear shall be allowed an additional 10 minute recess. This 5-hour period may be modified by up to one hour without penalty to conform to the break requirements for other theatrical unions when necessary. However, if after this one-hour modification, the meal break is not given as required, the Actor shall receive an additional payment of the applicable overtime rate for each hour or part thereof and said payment shall continue until the meal break is given.

(4) Equity Business. A portion of rehearsal time not to exceed a total of one-half hour shall be set aside during the first three days of rehearsal to allow cast to conduct Equity Business. Such time shall not be considered part of the official rehearsal hours.

(C) Performance Rules.

(1) Hours and Overtime. There shall be no more than six hours of actual performance in one day. The daily span shall be 12 consecutive hours including rest periods. After 12 consecutive hours or after six hours of actual performance the appropriate overtime rate shall be paid for each hour or part thereof. There shall be no more than seven hours of rehearsal and actual performance combined in one day including and after the day of the first performance.

(2) Rest Period. There shall be a rest period of one and one-half hours after a period of not more than five hours of work during performance. If the Actor is in special costume or make-up and does not have time to get out of costume and or make-up to go out to eat, Producer will provide a meal as outlined in (a) below. If this rest period is invaded, the Actor shall receive an additional payment of the appropriate overtime rate for each hour or part thereof and said payment shall continue until the proper rest period is given.

On a performance day this period may be shortened to one hour if:

(a) The cast is provided with the identical menu as is being served the client audience or if a hot meal is provided at the Producer's expense, and

(b) To conform to the rest periods for other theatrical unions.

## 24. REIMBURSEMENT OF EXPENSES.

(A) All claims by an Actor for reimbursement of expenses incurred by the Actor for which the Producer, under these Rules, is responsible, must be submitted to the Producer in an itemized statement, which shall be accompanied by appropriate receipts, within one week after termination of the Actor's contract. The Producer shall reimburse the Actor for such claims within two weeks of receipt of such itemized account. Failure of the Actor to submit an itemized statement within the prescribed time shall relieve the Producer of all future responsibility for reimbursement or payment of said claims unless Actor shall give a good and sufficient reason for any delay beyond one week.

(B) For each day thereafter that expenses remain unpaid, a penalty of \$10 per day will be charged against the Producer until such payment is received.

## 25. SAFE AND SANITARY PLACES OF EMPLOYMENT.

(A) Generally. The Producer agrees to provide the Actor with safe and sanitary places of employment. Dressing rooms and stages will be clean and properly heated and/or air conditioned, as applicable. Toilets and lavatories will be clean and sanitary. Drinking water shall be provided at all times, whether at place of audition, rehearsal or performance, and shall be readily accessible. Sufficient chairs shall be provided backstage and in rehearsal studios for the cast. The Producer agrees to use Producer's best efforts to provide or cause to be provided hot running water facilities for the entire cast and to provide or cause to be provided separate dressing rooms, toilets and lavatories for men and women. If an Actor becomes ill during a rehearsal or performance the Producer shall provide a cot.

(B) Non-conventional Make-Up and Costumes. In the event a production calling for non-conventional make-up or costumes is playing a performance in a hotel or motel and a break in a performance (other than for meals) of one hour or more occurs, and no adequate dressing rooms are available, the Producer will provide a private area for relaxation.

(C) Dance Surfaces. The Actor shall not be required to rehearse dances, or perform dances on concrete or marble floors, or on wood or any other substance which does not provide adequate resilience. Equity will reserve the right to determine whether or not such surfaces and stages on which dances are performed meet the specifications of this rule.

(D) Raked Stage. Prior to the construction of or use of any raked stage where the incline will be greater than one-half of one inch per foot, the Producer shall promptly notify Equity in writing of such plans and provide such information as Equity may reasonably request. When a raked stage is used, a qualified instructor will give instructions to the cast, prior to the first performance, as to how to perform on the rake in order to avoid the risk of injury.

(E) Modular Units. Where a stage is made of modular units, they must be securely fastened together, be secure as a total unit, and be joined evenly and flush.

(F) Smoke and Haze Effects.

(1) Permitted Substances. The Producer agrees to use only dry ice, liquid nitrogen, or substances listed in, and in accordance with the specified limits set forth in the *HEALTH EFFECTS EVALUATION OF THEATRICAL SMOKE, HAZE, AND PYROTECHNICS*.

(2) Notice Requirement. Prior to the use of any smoke or haze effect, the Producer must send written notification to Equity. The Producer must notify Equity of the name of the manufacturer, machine, fluid, attachments, any other products to be used and whether the effect will be following the time and distance calculations in the *EQUIPMENT-BASED GUIDELINES FOR THE USE OF THEATRICAL SMOKE AND HAZE* or a portable air sampling monitor as outlined in the *EVALUATION OF SHORT-TERM EXPOSURES TO THEATRICAL SMOKE AND HAZE AIR SAMPLING PROTOCOL* both prepared by ENVIRON International Corporation dated May 14, 2001 and as may be amended by Environ and Mount Sinai.

(3) Thereafter, the Producer must notify Equity, in writing, of any changes and/or additions to the original notification not later than 72 hours prior to the first use. The Producer must post all written notifications to the Actors' callboard.

## 26. SALARIES, BENEFITS AND OTHER COMPENSATION

### (A) Minimum Payments

(1) Minimum Salaries as of March 2, 2008 through March 1, 2009.

<u>Actor</u>		<u>Assistant Stage Manager</u>	
First Day	\$584	First Day	\$729
Each Subsequent Day	\$346	Each Subsequent Day	\$405
<u>Stage Manager</u>		<u>Extra</u>	
First Day	\$878	First Day	\$334
Each Subsequent Day	\$465	Each Subsequent Day	\$334

Equity shall be contacted to determine weekly rates, if applicable.

Overtime will be calculated and paid one and one-half times the pro-rata rate after 10 hours based on the First-Day minimums above, for the Actor's category.

(B) Start and End Dates for Salary Obligation. The Actor shall receive full contractual salary for each day the Actor is called by the Producer or the Actor is required to be away from home including the day on which the Producer returns the Actor to the Actor's bona fide residence or Place of Engagement.

(1) Understudy Payment. An Actor contracted to perform one role and understudy another role shall receive an additional minimum payment of not less than 10% of the Subsequent Day minimum salary

(2) Per Diem. Per diem in the amount of \$70 shall be paid for each day the Actor, while at the place of performance or rehearsal, is not within reasonable daily commuting distance of Actor's bona fide residence up to and including the day on which the Producer returns the Actor to the Actor's bona fide residence or Place of Engagement. Per diem shall be payable in advance each seven days. If to be paid by check, see section (C) below.

(3) Overseas Rider. An Equity-approved Overseas Rider must be executed whenever any Actor is required to perform outside of the United States or Canada. International Per Diem shall be determined by Equity on the basis of current costs in each city in which the Actor is required to rehearse or perform. Equity may use guidelines set by the United States Department of State but in no event shall International Per Diem be less than Domestic Per Diem.

(C) Checks. The Producer may pay salaries and per diem by check only if facilities are available for cashing any such checks. If per diem is paid in full at least one business day prior to travel, and Actors are given the opportunity to do the necessary banking required, check cashing facilities will not be required while Actor is away from his residence.

(D) Salaries shall be paid weekly. All Actors shall receive a pay voucher when they receive their salaries each week. Said voucher shall itemize salary, per diem, and all deductions and shall include the name of the producing company. The Actor shall also be advised, in writing, of Actor's overtime breakdown each week. Salaries shall be paid on the day before the last banking day of the contractual week. However, if said payment schedule is not possible, weekly paychecks may be remitted to Actor not later than 12 days (exclusive of Saturdays, Sundays and holidays) after the week monies were earned.

(E) Run-of-Production Contracts. An Actor signed to a Run-of-Production Contract shall receive not less than a \$10,000 guarantee. A Run-of-Production Contract may not be terminated for any reason by either the Producer or the Actor without the mutual consent of both, except as provided in TERMINATION OF ACTOR'S CONTRACT AND GUARANTEE.

(F) Late Payments. All monies earned by the Actor (e.g., salary, overtime, invasion of rest, recordings) are to be paid no later than 12 business days following the week in which such monies were earned. An additional \$10 per business day shall be paid for late payments. (See also REIMBURSEMENT OF EXPENSES).

## **27. SOCIAL SECURITY - UNEMPLOYMENT INSURANCE.**

(A) It is agreed that the Actor is entitled to the benefit of all Federal and State laws commonly known as Social Security Acts or Laws, and Unemployment Insurance, and that the Producer during the term of this contract shall pay any and all taxes or payments required to be paid by employers under the provisions of said laws. The Producer shall provide Unemployment Insurance for the Actor whether or not it is required by state law.

(B) The Producer agrees to furnish Producer's unemployment registration number to the Actor and to Equity as soon as such number is assigned to Producer.

(C) In the event a Producer fails to provide Unemployment Insurance coverage, the Producer 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.

## **28. STAGE MANAGERS.**

(A) Stage Managers and Assistant Stage Managers shall be signed to Equity contracts.

(B) There shall be a Stage Manager engaged for each production. The Stage Manager shall be on duty and paid whenever contracted Actors are called. The Stage Manager shall not be permitted to act.

(C) Assistant Stage Managers shall perform the duties of Assistant Stage Managers. Assistant Stage Managers may not be required to act except in an emergency, but may understudy upon the negotiation of additional compensation therefore.

(D) Experience Required. Because of the responsibilities of the Stage Manager for the success of the production and safety of the Actors, the Producer agrees that Producer will use Producer's best efforts to employ a person who is experienced in theatrical stage management.

It is agreed that no member of the Stage Managerial staff will be assigned responsibility for the preparation of payroll, reservation of accommodations (except prior to commencement of rehearsal), preparation of contracts, provision of transportation (except in an emergency on the road), or procurement of food. It is further agreed that personnel assigned duties of a Stage Manager or Assistant Stage Manager shall be signed to an Equity contract.

(E) For any day a Stage Manager or Assistant Stage Manager does work related to the production, which shall include but not be limited to attending meetings, doing administrative work, scheduling and contacting cast, crew and liaisons, said work shall be compensated at the daily rate.

(F) Hours.

(1) Rehearsal away from performance site: 9 hours per day, not including meal breaks.

(2) Rehearsal and performance at performance site: 12 hours per day, including meal breaks.

## **29. TELEVISION, RECORDING, BROADCASTING, FILMING, & VIDEOTAPING.**

Except as provided below, for any work done in the jurisdictions of SAG and/or AFTRA, the Actors will be signed to the appropriate SAG and/or AFTRA contracts and compensated accordingly.

(A) Sound Recording.

(1) Sound Recording For Use In Production.

(a) Lip Synchronization and Over-dubbing. Actors may be required to pre-record musical numbers for the purpose of lip-synchronization and over-dubbing without additional payment. In the event the Producer wants an Actor to lip-synch to another Actor's solo voice, a rider which sets forth that duty must be executed prior to the commencement of rehearsals.

(b) Re-use of Sound Recording. In the event any Equity-contracted Actor records any audio tape for a Business Theatre and Events Production, said tape shall be used exclusively for that contracted Business Theatre and Events production only. Any future exploitation of the audio tape, including use in subsequent Business Theatre and Events productions, is expressly prohibited.

(B) Visual Recording.

(1) Archival Videotaping/Disc Recording or Filming. There will be no charge for non-commercial, non-broadcast archival recording to be used by the client or the Producer, provided such recording is made during a regularly scheduled performance and kept thereafter in a secure location.

Any rehearsal required for recording shall be paid in an amount equal to the appropriate overtime rate for each hour or part thereof.

If archival recording is done at a time other than a regularly scheduled performance, each member of the cast, including Stage Managers, shall receive not less than the "On Camera Principal" rate as required under the AFTRA or SAG Industrial Film Code. This payment shall be in addition to Equity contractual salary.

Use of such videotape or film is expressly restricted to the Producer's or Client's "in-house" purposes only.

Every effort will be made by the Producer to give the cast 24 hours' notice of any filming or videotaping.

(C) Closed Circuit for Spillover Audience. Closed Circuit transmission may be utilized without additional compensation to the Actor to relay the production to a spill-over audience in the same hotel or facility.

(D) Not more than three minutes of any film or taped portion of the performance or rehearsal may be broadcast on a regularly scheduled Television newscast review of the production or a featured story on the production contained within the Television news program.

(E) (See PUBLICITY for rules concerning use of still photographs.)

### **30. TERMINATION OF ACTOR'S CONTRACT AND GUARANTEE.**

(A) All contracts of employment shall remain in effect unless and until terminated pursuant to the provisions of this agreement.

(B) Termination prior to Rehearsals. If a Producer terminates an Actor or if a Production is abandoned prior to commencement of rehearsals, the Actor shall be guaranteed full payment for up to 12 day's contractual salary.

(C) Run-of-Production Contract. A Run-of-Production contract, specifying a guaranteed period of employment, shall terminate on the date specified in the contract. Any Actor signed to a Run-of-Production Contract shall receive not less than a \$10,000 total gross salary.

Neither party may terminate a Run-of-Production Contract. However, if the Producer abandons the Production prior to commencement of rehearsals, the Actor shall be guaranteed full payment.

(D) Standard Contract. Either party may terminate a standard contract by giving the other party two weeks' notice. Where the Actor terminates said contract, the Producer shall not be liable for the Actor's return transportation

### **31. TRANSPORTATION AND ACCOMMODATIONS.**

(A) Transportation. When Actors are required to travel, they shall travel with the company by such routes as the Producer may direct, except as otherwise provided, and the Producer agrees to provide such travel to and from the Actor's bona fide residence or Place of Engagement to the required location or locations and back at no cost to the Actor, as set forth herein. (See also REHEARSALS AND PERFORMANCES, as it relates to Rest Period, Day Off and Overtime.)

(1) Air Travel. Air travel must be on certified, scheduled, commercial airlines. Air travel on non-scheduled or private airlines shall be permitted only with the prior written consent of Equity and the Actor.

If the Producer requires the Actor to board a flight which is scheduled to depart between the hours of midnight and 6 AM, the Actor must be provided with business class accommodations when available.

(2) Railroad Transportation. All railroad transportation shall be in business class, when available.

If the Producer requires the Actor to travel between the hours of midnight and 6AM, the Actor must be provided with Roomette accommodations.

(3) Ground Transportation. The Producer shall assume the cost of ground transportation from the Actor's residence to the departure airport/rail terminal, to and from the Actor's hotel in all cities on tour, and from the final airport/rail terminal to the Actor's residence.

(a) The Producer may designate and/or directly provide the means of ground transportation provided that such ground transportation shall be as direct as possible and provided that subway and local public transit bus transportation is specifically prohibited.

(b) The Producer shall assume the cost of local ground transportation between the Actor's hotel and place of performance, and return, in all instances where the Actor's hotel accommodations are not within one-quarter mile of the place of performance, and there is no readily available and conveniently scheduled public transportation between the Actor's hotel and place of performance.

(4) Baggage. The Producer shall transport and bear the cost of transporting the Actor's personal baggage to include the amount of checked baggage provided at no charge in the Carrier's tariff (but in no event less than two pieces) plus such carry-on items as the airline or railroad may permit without penalty.

(a) Any wardrobe or costume which the Actor provides for use in the Production in accordance with CLOTHES, COSTUMES AND MAKE-UP shall be transported by the Producer at no cost to the Actor in addition to the above allowance.

(b) The Actor's personal baggage shall be made available at the Actor's hotel prior to rehearsal or performance unless prevented by causes beyond the Producer's control.

(5) Travel Insurance. The Producer shall provide travel insurance for the Actor in the amount of \$125,000 and shall notify the Actor of the name of the Insurance Carrier and the policy number at the time of contract signing. If the Producer fails to so notify the Actor, the Producer agrees to reimburse the Actor for the premium cost of such travel insurance purchased by the Actor.

(6) Rest Periods. A rest period of no less than two and one-half hours shall be provided between the time of arrival at the hotel in a new town and any subsequent performance on that day. This rest period may be one and one-half hours if there will only be rehearsal on this day. When Actors are required to travel, any rehearsal and/or performance must be concluded within 12 hours after the first call for that day. (See REHEARSALS AND PERFORMANCES).

(B) Hotel Accommodations.

(1) When Required. If the Actor is working or rehearsing away from his bona fide residence, the Producer shall be responsible for securing clean and sanitary single rooms in first class hotel accommodations and for the payment thereof, including taxes, but excluding incidentals (e.g., telephone charges, room service, etc.).

(2) If the Actor does not receive accommodations upon arrival, upon instructions from Equity, Actor shall not be required to rehearse or perform.

(3) Late Check-out Privileges. If the Actor is required to check out of his hotel accommodations more than one hour prior to the departure transportation call, Producer shall make best efforts to secure late checkout privileges for the Actors, or provide two rooms or a suite for the Actors' use.

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

(A) All Actors who are members of Equity shall, as a condition of employment, continue to be members of the Union in good standing for the life of this Agreement. All employees who are not now members of Equity shall, as a condition of employment, become members within 31 days following the signing of this Agreement and shall thereafter remain members of the Union in good standing as a condition of continued employment. All new employees shall, as a condition of employment, become members of the Union within 31 days from the date of the commencement of their employment and shall thereafter continue to be members of the Union in good standing as a condition of continued employment. As defined and applied in this Rule, the phrase "member of the

Union in good standing” means a person who pays initiation fees and dues (or the monetary equivalents thereof) to the Union as financial obligations in accordance with the requirements of the National Labor Relations Act.

(B) Authorization. The Actor hereby assigns to Equity from any compensation to be earned in connection with this contract such amounts for dues, assessments, and initiation fees (or the monetary equivalents thereof) certified by Equity as due, and authorizes and directs the deduction of such amounts from the Actor’s compensation and the remission of same to Equity. This assignment, authorization and direction shall remain in effect and shall be irrevocable for a period of one year or until the termination of the Agreement, whichever occurs sooner. This clause shall be operative unless stricken by the Actor, in which case the Actor is liable for direct payment of dues (or the monetary equivalent thereof) to Equity to the extent permitted by law. If the Actor elects to strike this clause and make any legally required payments directly to Equity, and is in default of any such payments, the Actor may be subject to discharge from employment for such delinquency.

(C) The Producer shall deduct from the Actor's salary and remit to Equity, union dues, fees and assessments..

**33. VOTING BY COMPANY MEMBERS.**

At all meetings of the cast, any vote taken shall be by secret ballot. At meetings called by the Deputy, neither the Producer nor Producer's representative shall be present, unless so requested by a majority of the cast, but not in any event when a vote is taken.

**34. DURATION**

This Agreement is effective March 1, 2010 and shall be subject to change upon 90 days' notice to then-current signatories.

Actors' Equity Association  
March 1, 2010