

Actors' Equity Association

AGREEMENT AND RULES GOVERNING EMPLOYMENT AT THE CAPE PLAYHOUSE

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TABLE OF CONTENTS

1. ACTOR'S OBLIGATION TO EQUITY	1
2. AGENTS.....	1
4. ALIENS.....	2
5. ARBITRATION.....	2
6. AUDITIONS AND INTERVIEWS	5
7. BINDING EFFECT OF AGREEMENT.....	11
8. BLACKLISTING.....	11
9. BREACHES BY PRODUCER.....	12
10. CALLBOARD.....	12
11. CHANGES IN CAST.....	13
12. CLAIMS.....	13
13. CLOSING SEASON OR UNIT TOUR.....	14
14. CLOTHING AND COSTUMES	14
15. CONTINUOUS EMPLOYMENT.....	17
16. CONTRACT.....	17
17. CROSS-CONTRACTUAL JOBBING TOURS.....	18
18. DANCE CAPTAIN	18
19. DAYLIGHT DAY OF REST, FULL DAY OFF, AND OTHER REST PERIODS.....	19
20. DEFAULTING MANAGERMENTS.....	20
21. DEFINITIONS	20
22. DEPUTIES	22
23. DISCRIMINATION	23
24. DISCRIMINATION FOR UNION ACTIVITY.....	23
25. DUTIES OF THE ACTOR	23
26. EQUITY - SPECIAL PROVISIONS.....	24
27. EXCLUSIVE SERVICE OF THE ACTOR	25
28. HOSPITALIZATION AND MEDICAL COVERAGE	25
29. ILLNESS AND SICK LEAVE.....	25
30. INJURY AND SALARY CONTINUANCE INSURANCE.....	26
31. JUVENILE ACTORS	26
32. LAWS GOVERNING.....	26
33. MILITARY SERVICE OF THE ACTOR.....	27
34. MUSICALS AND/OR PRODUCTIONS UTILIZING CHORUS: SPECIAL PROVISIONS.....	27
35. NO LOCKOUTS OR STRIKES.....	30
36. NON-PROFESSIONALS	31
37. NON-TOURING PRODUCTIONS	33
38. NUDITY.....	33
39. PENSION FUND	33
40. PERFORMANCES.....	33
41. PERFORMANCES LOST	35
42. PHOTOGRAPHS, INTERVIEWS AND PERSONAL APPEARANCES.....	36
43. POSTING OF AGREEMENT AND RULES	37
44. PRODUCTION PROSECUTED	37

45. PROGRAMS AND ANNOUNCEMENTS	37
46. PROPERTY.	39
47. RECORDINGS FOR USE IN THE PRODUCTION	40
48. REHEARSALS	40
49. REPORTS.....	46
50. ROOMS AND LOCAL TRANSPORTATION.	46
51. SAFE AND SANITARY PLACES OF EMPLOYMENT	50
52. SALARIES	53
53. SECURITY AND SECURITY AGREEMENT	56
54. SET MOVES	57
55. SOCIAL SECURITY - UNEMPLOYMENT INSURANCE.....	58
56. STAGE FIGHTING.....	59
57. STAGE MANAGERS	60
58. SUBSIDIARY RIGHTS	64
59. TELEVISIONING, RECORDING AND MOTION PICTURE	64
60. TERMINATION	66
61. TRANSPORTATION AND BAGGAGE	69
62. UNDERSTUDIES.....	74
63. UNION EMBLEM	76
64. UNION SECURITY	76
65. VACATIONS.....	76
66. VOLUNTARY CLASSES.....	77
67. VOTING BY EQUITY COMPANY MEMBERS.....	77
68. WORK WEEK AND OVERTIME.....	77

AGREEMENT made between Actors' Equity Association (hereinafter called "Equity") and the Producer of the Cape Playhouse (Dennis, Massachusetts) (hereinafter called "Producer"). This Agreement is restricted to use by theatres with a seating capacity of less than 1800, except with the permission of Actors' Equity Association.

RECOGNITION

The Producer agrees to recognize Equity as the exclusive representative of all Actors, Advance Stage Managers, Stage Managers, and Assistant Stage Managers employed by the Producer, 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 Actor shall be construed so as to interfere with the carrying out of any obligation, which a member owes to Equity by virtue of membership in Equity. Not only shall the Producer not request or require any member 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 Producer further agrees that he has notice:

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

(2) That Equity deriving its charter from the 4A's is in turn subject to the Constitution, By-Laws, orders, rules and regulations of the 4A'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 4A's and the Producer agrees that he will not require the Actor to do any act or thing forbidden by the Constitution and By-Laws of the 4A's or by its rules and regulations.

This Agreement and all contracts of employment shall be subject to all such rules and regulations.

2. AGENTS.

(A) Equity Franchise Required. The Producer has notice that if the negotiation for, or the obtaining of a contract of employment by the Actor is through any employment agent or personal representative not holding an Equity Franchise, or one whose permit is not in good standing, the Actor is liable to suspension or other disciplinary action by Equity.

(B) Commissions. Should the Producer contact the Actor directly and agree with him as to the salary and part, the Producer shall not directly or indirectly require an Agent to intervene to complete the engagement or require the Actor to sign the contract at or through an Agent's office. Any such Agent so engaged does not represent the Actor and should such Agent make a claim for commission,

the Actor will notify the Producer accordingly, and the Producer agrees to indemnify the Actor and hold him harmless from any such claim.

When a contract is negotiated by an Agent and said Agent is the Agent of record on the face of the contract, the Actor shall be reimbursed by the Producer for any commissions paid to such Agent which invade minimum salary. Such reimbursement shall not exceed 5% of the minimum salary. The intention of this Rule is solely to prevent the invasion of the minimum salary and it shall not be construed to imply that the Producer is accepting the obligation to pay commissions to Agents on behalf of Actors. (See also Rule 51(D))

(C) Agents Acting as Casting Consultants or Packagers. Any Agent who acts as an Agent for a Producer, either as a casting consultant or otherwise, with or without fee, shall not, if the Actor secures employment through him, represent the Actor in securing said employment and is not entitled to commissions therefore from the Actor.

The foregoing paragraph likewise applies in any case where the Agent acts as a Packager, either on behalf of a Producer, with or without fee, or on his own behalf.

(D) Chorus. Actors engaged under Chorus Contracts shall not be required to pay commissions to any Agent, except as in accordance with the Equity Agency Regulations.

3. ALIENS

Non-Resident aliens may not be employed by the Producer without the express consent of the Council of Actors' Equity Association. Council's determination shall be final and binding.

4. ARBITRATION.

(A) Time Limit. Should the Producer dispute a ruling by Equity and if said ruling is arbitrable under these Rules, the Producer must demand arbitration within four weeks of notice of said ruling. Failure to do so constitutes agreement with said ruling and an acknowledgement that Equity may deduct any monies due as a result of said ruling from any security posted with Equity by the Producer. The Producer further agrees that upon demand by Equity, he will immediately replace any deducted amounts.

(B) Procedure. Any controversy arising from the application or interpretation of this Agreement or affecting the relationship between any Actor or Equity and the Producer, including disputes as to the existence or validity of any employment contract, shall be submitted to arbitration in the manner provided below.

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.

The expenses of the arbitration, including the compensation of the arbitrator, shall be shared equally by Equity and the Producer.

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

Equity shall act on behalf of the Actor in any arbitration proceedings hereunder and in accordance with Equity's Constitution and By-Laws. No Actor shall commence any such arbitration proceeding except with the consent of Equity. Equity shall choose the arbitrator on behalf of the Actor.

The Arbitration shall be held in New York City, Chicago, Los Angeles or San Francisco as Equity may designate.

Except as otherwise expressly provided in these Rules, any dispute between the Producer and the Actor and/or Equity relating to the interpretation or application of these Rules or the Collective Bargaining Agreement between Equity and the theatres using this Agreement shall be submitted to arbitration at the request of either the Producer or Equity in the manner prescribed herein.

A permanent board of three arbitrators shall be maintained to hear and determine such disputes on a rotating basis. In the event a member of the board is not available to hear a dispute in his proper turn, another board member may be substituted.

The permanent board of arbitrators shall consist of Richard Adelman, Tia Schneider Denenberg and George Nicolau and shall serve for the duration of the Collective Bargaining Agreement unless either party, 30 days prior to the annual anniversary date of the contract, requests the removal of a board member in writing by notice to the other party and to the arbitrator. In such event or in the event the arbitrator should resign or for other reasons be unable to perform his duties, his successor shall be chosen by the mutual agreement of the parties herein or, upon failure of such agreement, by the American Arbitration Association.

In the event it is necessary to hold an arbitration outside of New York City, the parties may, by mutual agreement, stipulate in writing to have such arbitration held before the American Arbitration Association and in accordance with its Voluntary Labor Arbitration Rules.

(C) In cases where an Actor is discharged by the Producer for reasons set forth in Rule 10, CHANGES IN CAST. re: Replacement of Actor, or Rule 24, DUTIES OF ACTOR, or if there is a dispute involving billing, either Equity or the Producer shall have the right to invoke the following expeditious arbitration procedure:

(1) The dispute or grievance shall be asserted by a notice in writing by registered mail or by telegram, return receipt requested, given to the other party. A copy of such notice shall simultaneously be sent to the arbitration board at an address to be designated by them.

(2) Such dispute, complaint or grievance shall be submitted to arbitration within 24 hours after receipt of notice by the arbitration board and the award shall be issued not later than 48 hours after the conclusion of the hearing.

(3) The award of the arbitrator shall be in writing and may be issued with or without opinion. If any party desires an opinion he shall request same, but such request shall not delay compliance with and enforcement of the award.

(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.

(5) The award of the arbitrator shall be final and binding on all parties.

(D) In matters of dispute other than those set forth above, the dispute or grievance shall be asserted by a written demand for arbitration served upon the other party with a copy to the board of arbitrators at the address designated by them. Hearing shall commence within 30 days following the submission of said notice if possible. The decision of the arbitrator shall be rendered in writing within 30 days following the conclusion of the hearing.

Either party may request an expeditious arbitration pursuant to the procedure set forth above, which procedure shall be followed unless the other party objects within 12 hours after receipt of the request by telegram, return receipt requested, a copy of which shall be sent to the permanent board of arbitrators. In the event the other party objects, the expeditious arbitration procedure shall not be used. It is understood that both the Producer and Equity should be permitted to use the expeditious arbitration procedure in cases where prompt award would necessarily limit the amount of damages in issue or in other cases where prompt determination is necessary or especially desirable. However, except in the instances set forth above, no party shall have the right to such an expeditious arbitration over the objection of the other party.

(E) In the event Equity is given formal notice by the Producer of the discipline of an Actor pursuant to the provisions of Rule 24, DUTIES OF THE ACTOR, or pursuant to the provisions of Rule 28, ILLNESS AND SICK LEAVE, the matter shall be considered settled unless an arbitration is initiated by Equity within 10 days. In all other cases the arbitrator may consider the latches of either side in initiating an arbitration procedure in his consideration of the dispute.

(F) Special Provision. Should any dispute arise to which an Actor is a party, and either the making or the validity of the agreement itself, or the agreement to submit to arbitration, or the failure to comply with any agreement to arbitrate, is in dispute, all parties to the agreement or alleged agreement shall waive, and, by the acceptance of this Rule, do waive any and all provisions of law which may lawfully be waived and which may provide other or different procedure, and shall submit such dispute to arbitration in the manner provided in standard form Equity contracts and by Equity rules.

No Actor and no Producer or employer shall make or take any appeal in any form to any court of law to determine any rights or remedies, or alleged rights or remedies, or any question in dispute of any kind under any agreement or claimed agreement of employment, any disputed question regarding the making of any agreement, or the making of any agreement to arbitrate or any part thereof, when it shall be lawful to determine such question involved or such dispute by mutual written consent through arbitration held in accordance with the provisions of standard form Equity contracts or Equity rules. Failure by the Actor to obey any or all of these rules shall be grounds for disciplinary action by the Association. Failure by the Producer or the employer to obey any or all of these Rules shall constitute a breach of Agreement and of Equity rules, which breach shall entitle all Actors, at the request of Equity, to withdraw from the cast.

In case of such breach, the Producer agrees, whenever the Actor holds a standard minimum contract without guaranty of more than two weeks, to pay forthwith, in full, for all services rendered by the Actor to the Producer, plus any other amounts then owing, not already paid, and also as liquidated damages, no present basis of calculation existing, a sum equal to two weeks salary. If the Actor holds a contract with a guaranty exceeding two weeks, then in case of such breach, the Producer agrees to pay the Actor forthwith, in full, for all services rendered by him, not then already paid for, plus any other sums to which the Actor may be entitled by contract or by Equity rule, and, in addition, as liquidated damages, no present basis of calculation existing, a sum equal to the Actor's salary multiplied by the number of weeks remaining under the Actor's guaranty of employment. In no event shall the Actor be paid less than two weeks salary, and in no case shall any offsets be allowed to the Producer for the earnings of the Actor in new or subsequent engagements.

The arbitration provisions of this Agreement shall, with respect to any controversy or dispute, survive the termination or expiration of this Agreement, or of any contract of employment. Nothing herein contained shall be deemed to give the arbitrators the authority, power or right to alter, amend, change, modify, add to, or subtract from any of the provisions of this Agreement.

5. AUDITIONS AND INTERVIEWS

(A) General:

(1) Before any Principal performers (other than "star" performers) are hired for a production, there shall be auditions at which performers will be seen for Principal roles and Chorus and Stage Managerial positions. Callbacks may also be scheduled at this time. The following conditions shall apply:

(a) Among the auditions held in each category, there shall be Interviews or Auditions for Equity performers.

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

(2) No performer shall be required to sign a contract at an audition.

(B) Principal Auditions for Equity Performers:

The Producer shall comply with the following procedures for Equity performers:

(1) Equity auditions may be held in any city in which Equity maintains an office. Equity will be consulted with respect to the scheduling of these auditions so that no more than one audition is held by theatres using this Agreement on any one day in any one city.

(2) The initial Equity Principal auditions must be completed prior to any Equity Chorus calls for the same production.

(3) A performer auditioning for a non-singing role in a musical shall not be required to sing, but will be allowed to read on musical audition days for designated non-musical roles at times designated by the Producer.

(4) When auditions are held for a single musical production, performers will be seen during two days of no fewer than seven hours. When auditions are

held for two or more musical productions, three days of seven hours each shall be scheduled.

(5) When auditions are held for a single dramatic production, performers will be seen during one day of no fewer than seven hours. When auditions are held for two or more dramatic productions, two days of seven hours each shall be scheduled.

(6) The preceding notwithstanding, when auditions are held for a season of two or more musical productions and two or more dramatic productions, no fewer than three days of auditions shall be scheduled, of which one day must be devoted to musical auditions. The terms of this clause shall expire at midnight on December 27, 2008.

(7) During each seven-hour day of auditions, the Producer will audition a minimum of 126 performers and shall see more if time permits. Callback auditions shall not be held at this time but may be scheduled for a future date.

(8) Concurrent with the distribution of casting announcements to agents, and at least two weeks prior to the desired audition time, the Producer shall submit to Equity the following information about the production(s) for which auditions are scheduled:

- (a) Title(s) and projected playing dates of the production(s);
- (b) In the case of joint Equity Auditions (when permitted), which theatre expects to initiate which show, understanding that schedules may change;
- (c) The date, time and location of the audition;
- (d) Names of the Director, Choreographer, Stage Manager, General Manager, Company Manager, and professional Casting Director, as may be available at the time;
- (e) A complete cast breakdown (to include a definitive description of each character in new plays), and notation of possible innovative casting opportunities;
- (f) Whether or not Stage Managerial positions are available, and if so, to whom resumes shall be sent;
- (g) All necessary instructions for auditionees.

This notification shall list only productions under consideration, identifying those, which may be booked in as packages.

(9) The Stage Director, Producer, and/or a person who actually participates in final casting of the production shall conduct the auditions. Where a theatre's season consists of productions prepared by a Packager, Equity shall recognize said Packager as a designee of the Producer.

(10) The Musical Director and/or the Producer must be present at all singing auditions and the Choreographer and/or the Producer must be present at all dancing auditions.

(11) When musical auditions are held the Producer shall provide a piano and professional piano accompanist who can sight-read. If the Musical

Director is the only person with final casting authority conducting the audition, he may not be the audition accompanist.

(12) An Equity monitor shall be present. The Producer shall make the premises available to the Equity monitor and to the Equity performers one hour prior to the scheduled audition hours.

(13) In an audition, each Equity performer shall have no less than two minutes to present prepared material or, should the Producer so choose, read from material provided by the Producer and made available in the waiting room at the audition.

(14) A copy of any concessions and/or waivers granted to the Producer by Equity shall be posted at the audition location.

(15) If a contemplated production is changed after Equity Principal Auditions have been held, the Producer shall immediately notify Equity of the titles of the new and/or additional plays including information necessary for contacting the Producer.

(16) Subsequent Principal Auditions. Performers shall be called to audition at specific times and shall not be called in groups unless necessary for physical screening and/or voice blending. Auditions and/or readings, excluding the initial Equity Principal Audition, shall be compensated at the rate of one-seventh of minimum salary for each reading and/or audition over three to which the performer is called. Performers called back from a Principal audition may be seen on the same day as Chorus calls but shall be auditioned separately from Chorus performer auditions, except when auditioning for a Principal role which requires ensemble dancing.

(C) Chorus Auditions for Equity Performers.

The first audition call for Chorus performers in musical or dramatic productions shall be held after the completion of the initial Equity Principal Auditions for said production as outlined in (B) above.

The Producer shall comply with the following Chorus audition procedures for Equity performers:

(1) Equity shall receive at least two weeks notice of the first Equity Chorus call.

(2) An Equity monitor shall be present at the first and final audition to assist the Producer or his representative in organizing and facilitating the audition. Such auditions will be held in any of the cities in which Equity maintains an office.

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

(4) Singers (male and female) and dancers (male and female) shall be auditioned separately at the first Chorus call. The time and place of said call for these groups shall be announced by Equity at least one week before the time of audition. The Producer shall also notify Equity of the time and place of the final audition.

(5) The Musical Director or the Producer or the Director must be present at all singing auditions. The Choreographer or the Assistant Choreographer must be present at all dancing auditions. A person with casting authority must be present at all auditions.

(6) The time span for any callback shall be limited to six out of eight hours.

(7) The Producer shall provide a piano and professional piano accompanist who can sight-read at all auditions for Chorus performers, whether at a studio or in a theatre. If the Musical Director is the only person with final casting authority conducting the audition, he may not be the audition accompanist.

(8) No portion of the audition room shall be used as a waiting room.

(9) Dancers shall be auditioned as dancers before being auditioned as singers. Singers shall be auditioned as singers before being auditioned as dancers.

(10) No performer shall be called upon to perform any material at an audition which a dancer cannot safely execute without rehearsal, including but not limited to trick dance steps, acrobatics, or other movements which cannot be safely performed by virtue of the performer's training, without practice and preparation.

(11) A Chorus audition shall not be interrupted to audition or interview an Actor for a Principal role except at the final audition, when a Chorus performer may read for a "part" or understudy. A performer auditioning for a Principal role may not be called to audition with a group auditioning for Chorus positions, except when the role requires ensemble dancing.

(12) Auditions may be held on two separate days, one day for voice, and one day for dance and general qualifications. If said two days of auditions are not consecutive, the performer shall not be required to report for any purpose on the days between such auditions.

(13) If a Chorus performer is called for any day, or works on any day after the second audition day, the performer shall be paid at the rate of one-seventh of minimum for each day.

(14) During the auditions performers shall not be required to rehearse numbers which are to be used in the production; if so required, rehearsals shall be deemed to have commenced.

(15) Should the Producer, after engaging his entire Chorus, release without obligation any individual Chorus performer at the performer's request, the Producer may hold an additional audition without payment for the purpose of replacing said performer.

(D) Auditions and Interviews at the theatre location.

(1) On request of performers living within a radius of 100 miles of the theatre, the Producer agrees to hold Principal Auditions, Chorus Auditions (if musicals are contemplated), and Stage Manager interviews at a location within the general commuting area of his theatre. This provision may be satisfied by attendance of a person with casting authority at organized auditions within the community, as long as these auditions include Chorus calls if musicals are contemplated. This requirement for local auditions will

not apply to any theatre within a radius of 100 miles of a city in which Equity has an office.

(2) Among the auditions held, there shall be auditions and interviews for Equity performers.

(a) In addition to local announcements, Equity shall also be notified of the date and time of the Equity Audition at the theatre, for dissemination on its hotline.

(b) The Producer shall use best efforts to see Equity performers passing through the area where the theatre is located.

(3) The Producer is under no obligation to hire any person appearing at any such audition, including any Equity performers.

(E) Equal Employment Opportunity.

It is the intention of the parties that auditions/interviews shall be conducted in a manner that continues to promote fair consideration to ethnic minorities (African-Americans, Hispanic-Americans, Asian Americans and Native Americans), women, seniors and performers with disabilities. Toward this end, the Producer agrees that casting of all productions will be conducted in a manner which provides full and fair consideration to ethnic minorities, women, seniors and performers with disabilities.

It is the intent of the Producer and Equity that casting for all roles shall be made without regard to race, color, national origin, creed, disability, gender or sexual orientation. It is the desire of the parties that the stage reflect a multi-cultural society. In furtherance of this policy, and with due regard for the requirements of and suitability for a job, and with the understanding that there can be no interference with the contractual rights or artistic discretion of the Playwright, Director or Choreographer, the Producer shall endeavor to hire ethnic minorities, women, seniors and performers with disabilities.

(1) Non-Discrimination. The Producer shall not practice discrimination against any actor or stage manager on the basis of race, color, creed, national origin, gender, sexual orientation, political persuasion or belief, age or disability of such actor or stage manager.

(2) Non-Traditional Casting.

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

(b) In furtherance of this goal, the Producer agrees to make a determination of non-traditional casting opportunities, taking into consideration any suggestions made by Equity, and to identify for use in all published casting notices and in the Producer's announcements to agents and casting directors roles available for non-traditional casting and to actively solicit the participation of ethnic minorities, women, seniors and performers with disabilities.

(c) The foregoing constitutes an expression by Equity and the Producer of their desire to encourage and promote inclusive employment practices.

(d) The Producer agrees to encourage all Directors, Choreographers, Musical Directors and Casting Consultants in the Producer's employ to cast in accordance with the policy outlined in this Rule 5(E). Furthermore, the Producer will provide a statement of this non-traditional casting policy to his Directors, Choreographers, Musical Directors and Casting Consultants.

(3) Performers With Disabilities.

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

(b) When the Producer holds auditions in premises, which are not architecturally accessible for performers with disabilities, the Producer will, upon notification by Equity or by a performer with a disability who wishes to attend the audition, arrange for appropriate audition facilities to accommodate performers with disabilities.

(c) When a deaf performer is sought, the Producer shall provide, during the audition, a qualified interpreter for the deaf (one qualified or certified in sign language or oral interpretation).

(d) All audition material provided by the Producer shall, upon request, be made available to blind and visually impaired performers at a place to be designated by the Producer at least 48 hours in advance of the audition

(4) Script Review.

(a) Prior to the commencement of casting for the season, the Producer shall furnish any new scripts to be produced during the season to an Equity Script Advisory Committee. Where there is no completed script, the Producer shall submit a concept summary of the proposed show or a cast breakdown to the Advisory Committee. This committee shall be an advisory committee only, which, after having read the script, shall submit to the Producer an advisory list of those roles in which ethnic minorities, women, seniors and performers with disabilities might be cast.

(b) It is understood that the script is delivered confidentially and is not for publication, and that the list of roles submitted by the committee is advisory, not mandatory, that the recommendations are confidential and disclosed solely to the Producer or his representative (the Director, Playwright, Choreographer or Casting Director). It is further understood that the Producer, Playwright, Director, Choreographer or Casting Director shall have the opportunity to discuss the script and the possibilities for non-traditional casting related thereto with the advisory committee.

(5) Records. The Producer will maintain for each production records of ethnic minorities, women, seniors and performers with disabilities

auditioned, interviewed or hired and will forward such records to Equity within 30 days of the final performance of the season. Equity will provide the applicable form.

(F) Additional Audition Provisions for Equity Performers.

(1) When auditions are held, the Producer shall provide a space, approved by Equity in advance, which approval shall not be unreasonably withheld, which shall include:

(a) A separate room with seats and open space where the performer may wait and/or warm up for the audition;

(b) Separate change facilities (not lavatories) for men and women at any audition where they are required to dance;

(c) An audition room, change 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;

(d) An ample supply of pure, cool drinking water, and cups where needed, free of charge whenever the performer is required to audition;

(e) Dance surfaces, which comply with Rule 50(H), when performers are required to dance. Equity reserves the right to approve audition dance surfaces.

(f) In theatres and rehearsal halls where smoking is permitted, areas will be designated by the Producer as smoking areas. Smoking shall not be permitted outside said areas, including waiting rooms and rehearsal rooms where auditions are being held.

(2) Liability Insurance. The Producer shall see that liability insurance is provided to cover performers at auditions and interviews.

6. BINDING EFFECT OF AGREEMENT.

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

All contracts signed pursuant to these Rules are binding not only upon the signers on the face thereof, but also 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.

7. BLACKLISTING.

The Producer and Equity both pledge themselves to prevent blacklisting in the Stock field. Opposition to blacklisting is not a controversial issue between the Producer and Equity.

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

If it is determined that a Producer has blacklisted as defined herein, said Producer 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 the Actor's successor or successors, or \$1,000.00, whichever is the greater.

8. BREACHES BY PRODUCER.

Should the Producer: (a) breach this Agreement, or (b) breach any Equity rule which is a part of the employment contract of any Actor, or (c) make any false statement in connection with any employment agreement or regarding security, or (d) employ or have employed any Actor under any form of contract other than a standard form, or (e) be in default under any employment contract with any Actor, or breach any such employment contract, past or present, or (f) in the future breach any such employment contract or (g) fail to give or deposit security at the time and in the form and amount required by Equity, then and in any of such events, the Actor may, Equity consenting, terminate forthwith his employment.

In addition, the Producer agrees that he will pay the Actor forthwith in full for all services rendered by him, not already paid for, plus any other sum to which the Actor may be entitled by contract or under Equity rules, and also as liquidated damages, no present basis of calculation existing, a sum equal to two weeks' salary. Should any such act or breach occur, neither the giving of any performance by the Actor nor any omission of any act by the Actor or Equity shall be or act as a waiver of any or either of the rights of the Actor or Equity. In connection with the foregoing, Equity is hereby given authority, without prejudice and without penalty to itself, to intervene and require the Actor to perform or otherwise act, or not to perform or not to take advantage of any such breach, said requirements to be made by Equity, under such terms and conditions as it may in its sole discretion consider just and equitable; all of the foregoing to be without prejudice to any other or further rights given to the Actor or Equity by contract or by Equity rules.

9. CALLBOARD.

(A) A Callboard shall be maintained at each theatre on which information important to the Actor shall be posted, including:

- (1) Worker's Compensation carrier and carrier number, etc.;
- (2) Names and addresses and telephone numbers of doctors, dentists and hospitals in the area;
- (3) Member of the Producer's staff whom the Actors can contact in case of emergency;
- (4) Information regarding fire exits and fire fighting equipment and proper procedures;
- (5) Producer's procedures for safekeeping of Actors' valuables;
- (6) Listing of the minimum terms for rental of items from an Actor's personal wardrobe for use in the production (See Rule 13(B));
- (7) Notice of scheduled Day of Rest (See Rule 18(B));
- (8) Notice of rehearsal calls after opening (See Rule 47(A)(5));
- (9) Housing list per Rule 49(A)(4);

(10) Any concessions granted to the theatre;

(11) Copy of Equity's permission for specific sessions of televising, broadcasting or filming.

(B) The Producer of a Unit contract must advise the members of the company, by posting on the Callboard, the name of the person in each theatre where the Unit plays to whom notice can be given as a representative of the Producer for any violation of contract provisions.

10. CHANGES IN CAST.

Whenever an Actor performs in place of an Actor who is listed in the program, cast list and/or Playbill as a character, announcement to this effect shall be made (a) from the stage or over the public address system immediately prior to the beginning of the performance, or (b) such announcement shall be printed and inserted in all programs, cast lists and/or Playbills.

In addition to the above, an announcement to such effect shall also be conspicuously and prominently posted at the entrance to the theatre at the place where tickets of admission are collected. Such announcement shall be at least 8 by 10 inches in size, in letters of at least one inch.

In all of the above cases, such announcements shall include the role or roles, the name of the Actor playing the role or roles, and the name of the Actor replaced.

For each failure to give the required notice of substitution, the Producer agrees to pay the Actor whose part is being played by an understudy or another Actor, and also such understudy or other Actor, an additional payment equal to one-half of the Actor's own weekly salary.

In the event a cast change occurs within five hours prior to half-hour, the Producer will only be required to make a P.A. announcement of said change. For all subsequent performances, all of the aforementioned rules shall apply.

Unless Equity shall otherwise order, the Producer shall not require the Actor to alternate with an understudy or a successor, and if replaced by either, the Actor may not be thereafter be required (unless Equity orders otherwise) to act again in the part or to report to the theatre for that purpose. Payments, however, shall continue to be made according to the terms of the Actor's agreement.

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. The Producer, by agreeing to this Rule, agrees that he 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 under employment contracts be handled or enforced by agents or attorneys 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 Producer under his contract, he shall present the same to Equity or to the Producer no later than four weeks after the time when such claim shall have

arisen unless he shall give to Equity, or to the Board of Arbitration, or to either of them, a good and sufficient reason for any delay beyond such period of four weeks unless informal claims have been previously asserted and made known to the Producer.

12. CLOSING SEASON OR UNIT TOUR.

(A) Defining Closing Notice. Producer may close season and/or Company by posting one week's written notice to all members of the Company provided the Actor shall receive not less than the minimum employment and/or payment guaranteed under his contract.

(B) Effect of Company Notice. When a Company is closed in accordance with or after notice of closing to the entire Company, such notice of closing shall supersede any individual notice then outstanding. (See Rule 59, TERMINATION).

13. CLOTHING AND COSTUMES

(A) The Producer shall furnish all Actors with all costumes and clothes (period or modern), including wigs, hats, beards, hairpieces, stockings, tights, hose, properly fitted footwear, 100% cotton T-shirts, and socks (as essential parts of the visible costume), and shall not expect the Actor to use any of his personal wardrobe onstage except modern conventional undergarments not referred to above.

In no event shall the Producer require the Actor to purchase any special clothes.

In no circumstances shall Actors engaged on Chorus contracts be required to furnish any of their outer clothing.

For musical productions, tights, hose, dance briefs, stockings, and all other "skin parts" shall be new when issued to the Actor.

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 rehearsals and performances.

Shoes supplied by the producer shall be clean and sanitary, in good repair, and conform to the Actor's size and/or fit. Shoes in musical productions and those used for dancing in non-musical productions, shall be rubbered and braced. Whenever an Actor's shoes are not braced and rubbered as specified, or need repair, the Producer at the location where the infraction occurs shall pay a penalty of \$15.00 per day to the Actor involved for each day that the infraction continues. If repair, replacement, bracing and/or rubbering is necessary, the Producer shall have 24 hours, excluding Sundays, to make such correction. (See also Rule 33(D), "Dance Shoes", for further provisions for further stipulations.)

All properties required by the action of the play, including those peculiar to any trade, occupation or sport, shall be furnished by the Producer. Any such items rented from the Actor for use in the production shall be rented in accordance with the schedule referred to in (B) of this Rule.

The Actor shall wear the costumes in the production that the costume designer requires for the production, if properly fitted.

At the close of the engagement, Actors shall promptly return all wearing apparel, shoes, and accessories furnished by the Producer.

The Producer shall transport all costumes, including items from the Actor's personal wardrobe used in the production.

(B) Rental. The Actor may, at his option, agree to use specific items from his personal wardrobe in accordance with a rental agreement set forth as a Rider to his contract. Minimum terms of rental shall be based upon the schedule agreed upon in writing between Equity and the Producer, which is annexed to this Agreement and posted on the Callboard at each theatre. The rental payment shall be made to the Actor with his weekly salary.

(C) Clothing Rider. The Actor and Producer may, at the time the contract of employment is signed, agree in writing on the specific wardrobe the Actor shall supply, which agreement shall not be in conflict with the provisions of paragraph (A) above. If the Actor shall fail to supply said wardrobe, he may be required by the Producer to pay for the rental of same or to make arrangements for borrowing.

(D) Cleaning and Upkeep.

(1) All costumes furnished by the Producer shall be clean when first issued and shall be maintained by him, at the Producer's expense, in a clean and sanitary condition. In the case of a touring package, "first issued" refers to costumes furnished by the Producer at the location of the first public performance. Subsequent Producers of the touring package shall be responsible for maintenance and cleaning as prescribed below.

Dry, clean shirts, blouses, stockings and skin parts shall be furnished to all performers by the half-hour call before each performance.

Costumes shall be cleaned as often as necessary but at least once in every two-week period after the first public performance of the production. All costumes must be thoroughly aired once a week. All parts of costumes which are used for dancing which make body contact or are so close to body contact as to absorb body fluids must be cleaned once a week.

Whenever an Actor's costumes are not cleaned as specified above, the Producer at the location where the infraction occurs shall pay a penalty of \$5.00 per Actor with the Actor's weekly salary. Such penalty shall be due for each week the infraction continues.

(2) Actor's Personal Wardrobe Used in Production. The Producer agrees to provide each week for the cleaning of each garment of the Actor's personal wardrobe used in the production. For the purpose of this Rule, a garment shall be defined as a suit, dress, overcoat, sport coat and slacks, skirt and blouse, and like articles of apparel. Cleaning will be done by a *bona fide* professional cleaning establishment and not by a coin-operated self-service machine cleaning process. The Producer shall be responsible for any damage to the garment during the cleaning process. However, the Actor may, by prior notice to the Producer before use of the garment, in lieu of the above, arrange to provide for the cleaning of the Actor's own garments used in the production. In that event, the Producer shall reimburse the Actor for

such cleaning upon presentation of a cleaner's bill. A schedule of prevailing rates shall be posted at the Producer's theater.

During the last week of the Actor's engagement, the Producer agrees to pay the Actor a sum equivalent to the prevailing rate in the community of the Actor's residence for the cleaning of such garments used in the production.

The Producer agrees to repair, at his own expense, any damage not occasioned by the Actor's negligence, to Actor's shoes, clothing, or properties used in the production, reasonable wear and tear excepted.

(E) Costume Fitting(s). Prior to the beginning of rehearsals an Actor who has been contracted for the production may be asked to consult with the costumer for measurements and/or fitting.

The Producer shall reimburse the Actor for all public transportation costs to and from the fitting. Should it be necessary for the Actor to use a private auto for transport to and from the costume fitting, reimbursement shall be at the rate of the mileage allowance permitted by Federal Income Tax regulations.

During the rehearsal period prior to the initial opening of the production, each Actor shall be allowed a maximum of one hour per week for costume fittings in addition to the regularly scheduled rehearsal hours. Such time shall be used immediately prior to the beginning of a scheduled rehearsal (after the required rest period) or immediately after the end of rehearsal for said day.

In lieu of costume fittings, the Producer may call a dress parade on any rehearsal day, provided that 24 hours notice is given and further provided that said rehearsal day shall be extended by no more than one hour and all required rest periods apply.

(F) Make-up. The Actor shall supply ordinary and conventional stage make-up. All other stage make-up shall be supplied by the Producer.

(G) Change of Hair Color. The Actor may not be required to change the color of his hair unless he agrees in writing at the time of signing of his contract and has been notified at the time of audition of such potential change. If he agrees, the Producer 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 his hair in a manner that changes the hair style, or shave his head, beard, moustache, or sideburns, unless he agrees in writing at the time of signing his contract, and has been notified at the time of audition of such potential change. If the Actor agrees, the Producer will assume the cost of making the change, and maintaining it during the run of the production.

(I) Hairpieces and Wigs.

(1) Beards and hairpieces furnished by the Producer shall be freshly cleaned when delivered to the Actor and cleaned thereafter whenever necessary, but at least once every three weeks. Lace on all beards, mustaches and hairpieces will be cleaned daily.

(2) No Actor shall be required to use a wig or hairpiece, including a facial hairpiece (beard or mustache), which has been worn by another Actor, until the hairpiece or wig has been thoroughly cleaned and properly fitted. After cleaning, hairpieces must be dried and aired prior to issue to the Actor.

(3) Should the Actor and Producer agree in writing to use the Actor's personal wig or hairpiece, the Actor shall receive no less than the weekly rental fee stated in the "Clothing Rentals" Addendum to this Agreement. The Producer shall be responsible for cleaning and upkeep of the wig or hairpiece during the engagement.

14. CONTINUOUS EMPLOYMENT

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 (except as specified in Rule 47(A)(2)), and shall continue until terminated as herein provided, and not otherwise. In no case shall employment begin with a Day Off.

15. CONTRACT.

(A) Changes and Alterations. The Actor has no right or power to waive any of the minimum conditions set forth in the employment contract or other Rules without the written consent of Equity. (See Rule 66, VOTING.) 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. A copy of any letter from Equity to the Producer granting such a concession shall be made a part of the Actor's contract and given to the Actor at the time of signing of the contract or when the concession is granted, whichever comes later.

Anything in the foregoing to the contrary notwithstanding, should the Producer present to Equity for approval, before signing, riders which do not waive or alter the minimum conditions of employment as set forth in the Collective Bargaining Agreement, such riders shall be disapproved by Equity within five business days after receipt thereof by Equity or be considered approved. Should the Producer present such riders for approval after signing, then Equity shall notify the Producer within 10 business days of its disapproval; otherwise they shall be considered approved.

It shall be the duty of the Producer, not the Actor, to submit proposed changes to Equity for the written approval of a duly authorized representative. At the option of Equity, no such riders, changes, alterations, waivers or substitutions shall be admitted in evidence in any arbitration for the disposition of any claim without the written consent of Equity.

The Producer agrees that all blanks including opening date, name of part, salary, and required date of arrival, will be filled in before signing or delivery. Provided at least one role is specified on the face of the contract, a Principal Actor may be given two "as cast" assignments, not including Understudy assignments.

(B) Signing Of. Unless contracts are signed concurrently, they must be signed by the Producer first. The Producer shall not require the Actor to sign a contract immediately upon presentation. However, he may notify the Actor or the Actor's designated representative, in writing, that the signed contract must be returned to him within a specified time period, which shall be not less than 72 hours, or it may be declared null and void.

(C) Emergency Contracts. In any instance where a contract cannot be presented to the Actor for signature in accordance with the above, the Producer shall contact Actors' Equity for interim procedures. A standard Equity contract must nevertheless be signed by the Producer and Actor within 24 hours after the Actor's arrival at the theatre.

(D) Quadruplicate Contracts. After entering into any employment contract, the Producer shall file with Equity an exact quadruplicate copy thereof no later than 72 hours after receipt thereof by the Producer. Should he not do so, the Actor may at any time, Equity consenting, terminate the same without notice and the Producer shall pay to the Actor such amount as he may be entitled to under the rules for a breach thereof.

(E) Attempted Breach. No Actor shall agree with a Producer, Employment Agent, Personal Representative, or other Actor, and no Producer shall agree with any Actor, Employment Agent or Personal Representative to cause or attempt to cause, or agree to permit, any breach of any term of any employment contract.

Should any Actor engage in such conduct, he shall be subject to such disciplinary action as Equity may determine.

Should any Producer be found by an arbitrator to have engaged in such conduct, said Producer agrees that such conduct on his part shall be a breach of his employment agreement with Actors, entitling any such Actors to recover from the Producer, Equity consenting, a sum equal to two weeks' salary as liquidated damages, no present basis of calculation existing. The Producer further agrees that upon such breach, his name may be posted on the Defaulting Producers List at Equity.

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. CROSS-CONTRACTUAL JOBBING TOURS.

When a production is transferred to or from a location using a Contract or Agreement other than this Agreement, Equity shall be consulted and determine conditions (without limitation) consistent with that of continuous employment in order that Actor's benefits, salary and work rules shall be protected in the transfer.

17. DANCE CAPTAIN

Where there is choreography and/or musical staging in a production a Dance Captain shall be required and paid from the first day of rehearsal. Producer will identify Dance Captain as such on the cast page.

An Actor performing the services of Dance Captain shall be paid an increment of no less than 17% of the applicable minimum salary in addition to his weekly contractual salary.

If an Actor is engaged solely as Dance Captain, he shall be paid no less than the Assistant Stage Manager's minimum salary. The Dance Captain shall not perform the duties of an Assistant Stage Manager unless signed to a proper contract. The Stage Manager is prohibited from functioning as Dance Captain. The Dance Captain shall not be required to re-choreograph at a conversion rehearsal in place of the Choreographer without additional compensation.

After opening, the Dance Captain's rehearsal hours may not exceed eight per week. (See Rule 47(E), "Rehearsals After Opening").

18. DAYLIGHT DAY OF REST, FULL DAY OFF, AND OTHER REST PERIODS.

(A) There shall be a minimum of one scheduled Daylight Day of Rest in every week in addition to the regular periods of rest allowed herein during rehearsal and at the close of each working day. During such rest periods, the Actor shall not be required to perform, rehearse, or in any other manner be at the disposal of the Producer. However, during the rehearsal period prior to the first public performance, the Actor may travel to the theatre location on such designated Daylight Day of Rest.

(1) Definitions. A Daylight Day of Rest means from the end of work on one day until 7:00 PM of the following day. A Full Day Off, applicable only where specified, means 24 consecutive hours in addition to the normal rest period required after a day of rehearsal and/or performance.

(2) During Rehearsals. Prior to the first paid public performance the Actor shall be entitled to one Full Day Off with salary in each seven days of rehearsal, except for the last seven days immediately prior to said first paid public performance of the production when only a Daylight Day of Rest will be required.

In a rehearsal period of six days or less (for which a full week's salary is paid) no Daylight Day of Rest shall be required.

If the rehearsal period is more than seven days but no more than 10 days, only a Daylight Day of Rest shall be required during such rehearsal period.

(3) During Performance Weeks. Where a production runs for two weeks or more at a single theatre, there shall be one Full Day Off in each week, except for the opening week during which the 7:00 PM Daylight Day of Rest Rule shall apply. There shall be no required Full Day Off during one-week engagements; the travel day is the first day of employment at the receiving theatre.

(B) The scheduled Daylight Day of Rest, as defined, shall be posted on the Callboard of the theatre. There shall be one week's notice of any change in the scheduled Daylight Day of Rest.

(C) There shall be a 12-hour rest period between the end of employment on one day and the beginning of employment on the next day. There shall be no rehearsal except in an emergency on the day following a Full Day Off. (For exception see Rule 47(H); see also Rule 55(E), 56(F), 60(G)(1).)

(D) In no case shall employment begin with a Day Off. (See Rule 14.)

(For breaks and rest periods during rehearsals or performances, see Rule 47, REHEARSALS or Rule 39, PERFORMANCES.)

19. DEFAULTING MANagements

Any Producer engaging any Actor represents that he is not in default under any agreement with Equity at the time of such engagement, and that no contract has been entered into between said Producer and Equity or any Actor, any breach of which remains unsettled or unliquidated.

No Actor shall work or be required by any Producer, 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 Equity, or which, through failure to meet past obligations to Equity, has been placed on Equity's Defaulting Employers List; nor shall any Actor work for or be employed by anyone who is or has been connected, either as an individual proprietor, general partner, associate producer, corporate director or officer, or active stockholder with any defaulting management so specified, without the consent of Equity.

Should a Producer remain in default of salaries or other monies due any Actors for a period longer than one year, the Producer 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 an Actor is adjudged by Equity or an arbitrator to be in default to a Producer, interest will accrue on said default in the same manner as above.

20. DEFINITIONS

(A) Actor. The term "Actor" shall refer to and include persons who are signed to Equity contracts, including Stage Managers, Assistant Stage Managers and those engaged under Chorus contracts.

The Producer agrees that the definition of the term "Actor" expressed in Actors' Equity Association Collective Bargaining Agreements includes the Stage Managers, Assistant Stage Managers, Swings, Dance Captains and Understudies, unless expressly excluded or unless the context of the provision of such Agreement excludes them. It is expressly intended that Stage Managers, all Assistant Stage Managers, Swings, Dance Captains, and Understudies employed hereunder are entitled to benefits provided to Actors under a Conversion Rights or other similar clause of any previous Equity Code or Contract. (See Rule 63, UNION SECURITY)

(B) Principal Actor. The term "Principal Actor" shall include all performers hired on Equity contracts other than those engaged on Chorus contracts and/or engaged to perform Chorus work.

(C) Chorus. The terms "Chorus", "Chorus member", "member of the Chorus", "Actor engaged under a Chorus contract", and "Chorus performer" shall include those engaged under Chorus contracts and/or actually performing Chorus work, as may be determined by Equity.

(D) Stock Theatre. A Stock Theatre is a theatre which presents consecutive productions of different plays not in repertory with no lay-off or hiatus between productions. Such productions will run no longer than eight weeks at any one theatre. Should the Producer desire to continue the production beyond the eight-week limitation, said Producer will give Equity at least two weeks' notice of such desire and Equity will notify the Producer of the conditions under which said extension will be permitted. Stock Theatres shall not be permitted within the cities of New York, Los Angeles, Chicago or San Francisco without the permission of Equity.

(1) Resident Company. A Resident company is defined as one which employs no fewer than six Principal Actors on Resident (Minimum) Contracts for Stock and whose employment continues for at least two consecutive productions without hiatus.

(2) Non-Resident Companies. Equity will automatically classify as Non-Resident Companies those theatres which do not maintain a Resident Company as defined. However, without the consent of Equity, this Non-Resident classification will apply only during the months of May, June, July, August and September.

(E) Loss of "Stock Theatre" Status, Effect Of. If, as and when the company ceases in any respect to be a Stock Theatre (as above defined) or becomes in any way a company which does not comply with the whole of the definition of a Stock Theatre, then Contracts of Employment, excepting the arbitration clause, shall cease to be binding upon the parties and in lieu thereof, the parties hereby agree to substitute and do hereby substitute "Actors' Equity Association Standard Minimum Production Contract", excepting the Rules: COMPANY TERMINATION AFTER OPENING, NOTICE OF TERMINATION DURING REHEARSALS, REHEARSALS OUTSIDE ORGANIZATION POINT, JOINING COMPANY ON TOUR, UNUSED REHEARSAL PERIOD, REHEARSAL DISCONTINUED OR PLAY ABANDONED, with all blanks and signatures except name of town and date of commencement of term (which latter shall be the date when the company ceases to be a Stock Theatre), filled in the same as in the original Contracts of Employment (together with any additions thereon over and above minimum terms) in place of said original Contract; said substitutions to be effective forthwith when the company ceases to be a Stock Theatre as herein defined.

Should the Producer, as required by the definition of a Stock Theatre fail to follow the first production with a second as herein specified, the substitution provided for above shall be effective as of the date when the original Contract of Employment is entered into. The terms of said Standard Minimum Production Contract in its entirety shall apply from said date, and the Producer shall reimburse and compensate the Actor accordingly.

(F) Resident (Minimum) Contract for Stock. An Actor engaged to perform as a part of the Resident Company shall be signed to a Resident (Minimum) Contract for Stock. Employment shall commence on the date the Actor is required to report to the theatre, and shall not be terminated until the close of the season except as provided in Rule 59, TERMINATION.

(G) Stock Jobbing Contract. An Actor engaged to perform in Stock in a single production (other than a Unit attraction) shall be signed to a Stock Jobbing

Contract. He shall be so signed regardless of the length of run of said production.

(H) Touring Production.

(1) Package. A Package shall be defined as a production in which substantially the same cast performs in more than one Stock theater (under consecutive Stock Jobbing Contracts) utilizing essentially the same direction and choreography. Re-blocking to accommodate arena or proscenium stages shall not be considered as essentially affecting the original direction.

(2) A Unit Attraction is a touring production utilizing a single employment contract (a Unit contract for Stock), consisting entirely of performers under Equity contract and performing at two or more Stock theatres.

The Unit Attraction will be permitted to tour to non-Stock theatres only during the months of June, July, August, and September for a maximum of three weeks during said months, provided that the Production minimums shall apply in such non-Stock Theatres and the dollar difference between Stock Non-Resident Dramatic minimums and the Production minimums shall be added to the contractual salary of each Actor earning up to \$1,250.00 under the Unit contract (Non-Resident Dramatic).

(I) Place of Engagement. The theatre location may not be designated as the place of engagement except where the Actor's *bona fide* residence prior to auditioning is in the vicinity of the theatre.

21. DEPUTIES

Deputies of Equity shall be permitted in each company. Whenever a Chorus is employed, there shall be Deputies for Chorus Singers and Chorus Dancers in addition to a Deputy for Principal Actors.

(A) Deputies of Equity must be elected and functioning at all times in each Stock Company.

(B) At the discretion of the Stage Manager, the Deputy election shall take place no earlier than the end of the first day of rehearsal, but in no event later than the beginning of the fourth day, provided the full complement of Actors in the category is present, and shall not interfere with any scheduled rehearsal.

(C) Rehearsal may be extended no more than fifteen minutes to compensate for the time used for the election.

(D) Only Equity cast members and Stage Management shall be present at the election of the Deputies which shall be conducted by the Stage Manager.

(E) In the event the Deputy leaves the company for whatever reason, an election to replace him must be held immediately.

(F) After any Deputy election the appropriate Equity Office shall be immediately notified of the results of said election by the newly-elected Deputy, preferably by telephone.

22. DISCRIMINATION

(A) The Producer shall not practice discrimination against any Actor on the basis of race, color, creed, national origin, gender, sexual orientation, political persuasion or belief, age or disability of such Actor.

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

23. DISCRIMINATION FOR UNION ACTIVITY

The Producer shall not dismiss or otherwise penalize any Deputy or Actor for fulfilling the Actor's duties or obligations as a Deputy or as an Equity member.

If a Deputy or an Actor claims to have been terminated for alleged union activity, the Producer will furnish the reasons for such termination to both the claimant and Equity at the written request of either.

Any Equity member who claims that the Producer has given him notice or otherwise penalized him for fulfilling his duties as an Equity member may present his case to Equity which shall give the Producer an opportunity to be heard if he so desires. If Equity is satisfied that such activities are the real cause of dismissal or of any penalty, it may permit the Actor's claim to be arbitrated and shall have the power to determine the character and the amount of the claim to be submitted.

Whenever an Equity Deputy is dismissed or otherwise penalized, Equity shall investigate the reasons for such dismissal or penalty. If an Executive of Equity is satisfied upon investigation that said Deputy was dismissed or otherwise penalized for fulfilling his duties or obligations as a Deputy, said Executive shall present the Deputy's case to the Council and the Council shall have the right to permit arbitration of the Deputy's claim and to determine the character and amount of the claim to be submitted.

It is further agreed that if, upon arbitration, the claim of the Actor or Deputy is sustained, the arbitrator in his discretion shall have the right to impose a penalty, the amount of said penalty to be determined by the arbitrator. Said Actor or Deputy in such event shall also be reinstated with back pay from date of dismissal to date of reinstatement.

24. DUTIES OF THE ACTOR

(A) No Actor shall be required to perform duties other than those for which he is properly contracted under an Equity contract.

(B) The Actor agrees to:

- (1) Be prompt at rehearsals and transportation calls;
- (2) Attend all rehearsals as required;
- (3) Appear at the theatre no later than one-half hour prior to the performance;
- (4) Pay strict regard to make-up and dress;
- (5) Care properly for his costumes and props;

(6) Perform his services as directed;

(7) Respect the physical property of the production and the theatre, and abide by all reasonable rules, regulations and schedules of the Producer which are not in conflict with this Agreement;

(8) Refrain from the use of alcoholic beverages and illegal drugs during rehearsals, half-hour, performances, and while traveling in the company vehicle;

(9) Abide by all rules and regulations of Equity and not alter, omit, or change them in any way.

(C) In all cases where an infraction of the Actor's duties as listed above is alleged, a prompt report of the infraction shall be made to Equity and the Actor prior to the imposition of any penalty upon the Actor.

(D) Without limiting the Producer's remedies, lateness or other infractions of the Equity rules can subject the Actor to disciplinary proceedings in accordance with the Constitution and By-Laws of Actors' Equity Association. The foregoing shall not limit other remedies available to the Producer, or disciplinary actions by Equity.

25. EQUITY - SPECIAL PROVISIONS.

(A) Benefits. Equity members may rehearse for and play in Equity benefits.

(B) Meetings; Privilege of Actors to Attend. The Producer shall not schedule rehearsals nor require the services of the Actor for rehearsals at any time when a regularly called meeting of Equity is being held within a radius of 25 miles of where the Actor is rehearsing or performing, except in cases where Dress Rehearsals or rehearsals on the opening date are being held. Time off for this purpose shall not be counted as part of that day's rehearsal.

(C) Special Power to Act for Actor. Equity may represent Actors in any dispute which may arise with the Producer; and Equity may, at all times, represent Actors in relation to any matter arising under any employment agreement, and when any act, 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.

Whenever it is provided in any employment contract that any act or thing may be done by an Actor at the option of, 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 Equity.

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

(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 the Actors.

(E) Representatives. Duly authorized representatives of Equity shall have free access to the stage and to all Actors at all times, inclusive of rehearsals and performances.

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

26. EXCLUSIVE SERVICE OF THE ACTOR

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 rehearsal and until said contract is lawfully terminated, without the written consent of the Producer. The Actor shall, however, have the right to accept other employment not conflicting with the fulfillment of his duties under said contract.

If the Actor is a star or featured player 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 Producer and not to render services to any other person or corporation without the written consent of the Producer.

27. HOSPITALIZATION AND MEDICAL COVERAGE

For the duration of this Agreement, the Producer agrees to transmit to the Equity-League Health Trust Fund the following amounts per week for each week or part thereof of the Actor's employment (rehearsal and performance):

effective 12/27/04	\$133.00
effective 12/26/05	\$144.00
effective 1/01/07	\$155.00
effective 12/31/07	\$170.00

These monies shall be used to provide health benefits for the Actor.

28. ILLNESS AND SICK LEAVE

(A) Salary Payment. 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 in (B) or in Rule 29, INJURY AND SALARY CONTINUANCE INSURANCE, for the time during which said services shall not, for such reason or reasons, be rendered. (See Rule 59, TERMINATION for termination of contract due to illness or injury.)

(B) Sick Leave. Each member of the company shall accumulate one day's sick leave with salary for each 28 days (four weeks) of employment for the same Producer or in a Package. "Packages" in this case include weeks accumulated on consecutive Jobbing Contracts, not necessarily for the same Producer, or not necessarily consecutive employment. Sick leave may be accumulated up to a maximum of six days. In the event the Actor has accumulated such sick leave, he shall be paid for each day of illness up to the amount of his accumulated time. If questioned, the validity of the illness shall be determined by a committee consisting of the applicable Deputy, Stage Manager, Company Manager and a physician provided by the Producer, and such determination shall be final and binding on the Actor and Producer.

Should the Actor who is employed by a Producer in a Unit Attraction or at a single location become ill and be docked for a missed performance prior to accumulation of any sick leave, upon his subsequent accrual he will be reimbursed for those performances docked in accordance with the accumulation he has earned.

29. INJURY AND SALARY CONTINUANCE INSURANCE

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

(B) Salary Continuance Insurance. The Producer agrees to provide salary continuance insurance supplementing Workers' Compensation Disability benefits through a group policy administered by the Equity-League Health Trust Fund at a cost not to exceed \$2.00 per Actor per week.

30. JUVENILE ACTORS

Whenever Juvenile Actors (age 14 or under) are required to travel, they shall be accompanied by a parent or adult designated by the parent. All terms and conditions under which the juvenile Actor's parent or designated accompanying adult will travel and lodge during the juvenile Actor's term of employment shall be described in a rider to the Actor's contract, which rider shall be attached to the Actor's contract prior to signing.

The Producer shall provide a responsible person to supervise juvenile Actors during the rehearsal period and all performances from half-hour until each juvenile Actor has been called for by a responsible parent or guardian after curtain-down. Such persons shall not perform functions that interfere with the supervision of said juveniles. Actors and Stage Managers in the production shall not perform such supervisory duties.

Juvenile Actors shall be provided with dressing room space separate from adult Chorus or Principals.

31. LAWS GOVERNING

All contracts of employment shall be construed by and shall be subject to the laws of the State of New York and all the rights of the parties thereto shall be determined by said laws, except as may otherwise be expressly provided. Any rule illegal in any

State or City shall not be binding therein. Any illegality in any rule or agreement shall not affect any other rule or agreement.

32. MILITARY SERVICE OF THE ACTOR

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

33. MUSICALS AND/OR PRODUCTIONS UTILIZING CHORUS: SPECIAL PROVISIONS

Should the Producer of a theatre using this Agreement desire to present a production, musical or dramatic, utilizing a singing or dancing Chorus, the following additional terms and conditions will apply:

(A) Parts Determination. The Producer shall furnish to Equity a list of all proposed and scheduled productions prior to the beginning of the season. Equity shall submit to the Producer a list of all Principal roles and a list of all parts for which Chorus shall receive extra payment. Should a production be sufficiently changed either by cutting, by re-writing or by re-choreographing, to make questionable the category in which a particular part belongs, final determination shall be made by Equity.

The Producer shall furnish to Equity the scripts of scheduled new musicals and new adaptations of musical productions, along with cast breakdowns of Principal roles, number of Chorus to be employed, and a schedule of all functions for which members of the Chorus will receive additional payments.

Equity will then respond with its breakdown of Principal and Chorus roles and, after consultation with the Producer, Equity will make determinations for contract filing. Final determination will be made when the show is frozen, and contracts will be changed to reflect this determination. Equity's determination will be final and binding.

(B) Chorus Assignments Requiring Additional Compensation. A member of the Chorus shall not be permitted to play a part, understudy a Principal role, a Principal Singer, or a Principal Dancer, sing a song or do a number that belongs to a Principal Actor, Principal Singer or Principal Dancer, or for which a Principal Actor, Principal Singer, or Principal Dancer should be engaged; nor shall a member of the Chorus be permitted to do a solo or specialty unless there is an agreement in writing between the member of the Chorus and the Producer specifying additional payment for said additional work, which payment shall not be less than the minimum specified below.

(1) Playing a Part, a Bit or a Specialty. If a member of the Chorus is required to play a part (except as Understudy) which was played by a Principal Actor in the original (Broadway or Road) production, the Chorus member shall receive no less than the following sum per week in addition to his weekly contractual salary:

effective 12/27/04	\$37.50
effective 12/31/07	\$38.00

If a part, bit or specialty was played by a Principal Actor, but was incidental to the Principal Actor's employment as an Understudy or was one of several roles played by the Principal, or if the part, bit or specialty was played by a member of the Chorus, the Chorus Actor required to play said part shall receive no less than the following sum per week in addition to the his weekly contractual salary:

effective 12/27/04	\$22.50
effective 12/31/07	\$23.00

(2) Chorus Understudying Principal. A member of the Chorus assigned to understudy a Principal role shall be paid not less than the following sum per week in addition to his weekly contractual salary for each such understudy assignment:

effective 12/27/04	\$27.50
effective 12/31/07	\$28.00

When a member of the Chorus performs in place of a Principal, he shall receive a minimum of at least one-eighth of his own weekly contractual salary in addition to his own contractual salary, for each such performance.

(3) Chorus Understudying Star. A Chorus Actor understudying a star billed over the title shall receive a minimum of an additional two-eighths of his own contractual salary for each performance given in place of said star.

(4) Chorus Understudy for Member of the Chorus Playing a Part. If a member of the Chorus is assigned to understudy another Chorus Actor who is playing a part or performing a specialty or solo for which he is receiving an increment (See Rule 33(B)(1), "Playing Part, Bit or Specialty"), said performer shall be paid not less than the following sum per week in addition to his weekly contractual salary for each such Chorus assignment:

effective 12/27/04	\$15.00
effective 12/31/07	\$16.00

(5) Swing.

(a) A Full Swing of each gender must be employed in any production that runs more than four weeks at any one theatre. A Full Swing is a non-performing Actor who is engaged on a Chorus contract to substitute, when necessary, for any member of the Chorus performing a Chorus function.

(b) Partial Swing. If a Chorus Actor is designated to swing a Chorus number in a production and is not hired solely as a Full Swing performer, the Chorus Actor shall receive no less than the following sum per week for each such Swing assignment in addition to his weekly contractual salary:

effective 12/27/04	\$15.00
effective 12/31/07	\$16.00

(c) A Swing may be required to attend Understudy rehearsals, provided the Swing rehearses only those functions for which the Swing is contracted.

(C) Emergency Replacement.

(1) If, in an emergency, a Chorus Actor goes on for a "Chorus Part or Specialty" not specified in his contract, he shall be compensated for such performance with a payment of no less than \$15.00. In addition, he must be immediately signed and compensated for such Understudy assignment at no less than the prescribed rate, subject to two-week termination of the Understudy assignment or termination of the Actor's contract, whichever comes first, without regard to the requirements of Rule 59, TERMINATION.

(2) If, in an emergency, a Chorus Actor substitutes in a Chorus number for another member of the Chorus whose position in said number he has not previously been assigned to Swing, said Chorus Actor shall be compensated for such performance with a payment of not less than \$15.00. In addition, he must be immediately compensated for such partial Swing assignment at no less than the prescribed minimum rate, subject to two-week termination of the Partial Swing assignment or termination of the Actor's contract, whichever comes first, without regard to Rule 59, TERMINATION.

This payment and partial Swing assignment shall be required when the Emergency replacement is required to perform a function in a number involving staging which is specific in nature and with which the Chorus Actor is unfamiliar and previously unrehearsed. This rule in no way prohibits the making of normal Chorus adjustments as directed by the Dance Captain, involving spacing choreography, staging, etc., made necessary by a reduced complement of Chorus Actors in a number due to illness, injury, etc. Nor shall it suggest that these adjustments shall require additional compensation to be paid to the Chorus Actors involved.

(D) Dance Shoes.

(1) Professional dance shoes shall be provided for all members of the company who are required to dance. Excluded are normal ballroom dancing and staging which may involve some choreographed movements. In addition, shoes necessary to represent the period of a production or nature of a specific character (e.g., sneakers in *West Side Story*, athletic shoes in *Damn Yankees*) may be provided, but must be of suitable construction for dancing.

(2) The Producer shall provide all shoes for dancing at least one week prior to the first dress rehearsal. All such shoes shall be new when originally issued, be constructed for dancing, be properly fitted to the individual dancer and be appropriate to the dance style. The Producer may furnish the Actor with shoes previously worn by the same Actor in a prior engagement in the same season, provided they are in good repair and have been used exclusively by said Actor.

(3) Shoes for dancing shall be repaired or replaced whenever necessary or when a committee composed of the Dance Captain, authorized Producer's representative and Stage Manager agree by majority secret vote that the shoes are either in unfit condition for the safety of the performer or are deemed unsafe or unsanitary. If the committee votes that the shoes be replaced, the performer need not perform until appropriate shoes are issued. In addition, the Producer shall pay to the performer a penalty of \$15.00 per

day until proper shoes are provided. If, after such shoes have been provided, repairs or replacement is needed, the Producer shall have 24 hours, excluding Sundays, to make such correction.

(4) Shoes in musical productions and any shoes used for dancing in non-musical productions, shall be rubbered and braced. Whenever an Actor's shoes are not braced and rubbered as specified in Rule 12(A), the Producer at the location where the infraction occurs shall pay a penalty of \$15.00 per day to the Actor involved for each day that the infraction continues. The Producer shall have 24 hours, excluding Sundays, to make such correction.

(5) Infractions of the above rules (Rule 13(A), 33(D)) shall incur penalty under only one of such rules if the infractions arise from the same circumstances.

(6) The Producer shall furnish pointe shoes with pointe shoe ribbons for all rehearsals and performances requiring pointe shoes. If new pointe shoes are required for performance, they must be furnished at least three days prior to said performance, but shall not be used for dancing prior to Dress Rehearsal. A committee composed of the Producer or the Producer's representative, the Assistant Choreographer or Dance Captain, and the Dancers' Deputy shall determine whether replacement of pointe shoes for a production or rehearsal is required.

(7) Any dispute relating to these provisions shall be submitted to a committee composed of the appropriate Deputy, Stage Manager, Dance Captain (where applicable), and authorized Producer's representative and the decision of a majority of this committee shall be final and binding.

(8) All provisions contained in this Rule 33(D) shall apply to any shoes used for dancing in non-musical productions.

(E) Non-Professionals are not permitted in the Chorus of musicals except as provided for in Rule 36, NON-PROFESSIONALS.

(F) Rest Periods. There shall be a five-minute rest period after no more than 55 minutes except during Dress Rehearsal. If this rest period is not given in any hour, a ten-minute rest must be given after no more than one hour and twenty minutes. For each failure to give such rest periods, the Producer shall pay each Actor one hour of Overtime. (See also Rule 47(B))

34. NO LOCKOUTS OR STRIKES

(A) Notwithstanding any other provisions contained in this Agreement to the contrary, no Actor shall be subject to discharge, discipline, or replacement by the Producer: (1) for refusal to cross a picket line or enter upon the picketed premises if employees of the Producer other than those covered by this Agreement are on strike or are picketing the Producer; or (2) for refusal to cross a picket line or enter upon the premises of an employer other than the Producer if the employees of such employer are engaged in a strike ratified by a representative of such employees, which such employer is required by law to recognize. Provided, however, that in either instance, such strike or picketing must enjoy the sanction of and be ratified by the relevant parent national or international union and provided further that the Council of Equity endorses and

supports the strike or picketing and directs its members to honor such picket line or strike, and further provided that the strike or picketing is not in violation of law.

(B) The Producer shall not lock out any of the Actors, and neither the Actors nor Equity will call, sanction, or participate in a strike during the period of this Agreement except as provided above. In no event shall any Actor be required to perform, or to enter the theatre for such purpose, if such performance or entrance would endanger the Actor's safety.

(C) Should a strike by the Actors occur during the period of the Agreement, Equity will be deemed not to have violated the terms of this Rule if Equity refrains from assisting, encouraging, or condoning, and in good faith takes every reasonable means to terminate the strike at once, and in addition thereto, promptly declares publicly that the strike is unauthorized and directs the Actors to cease such conduct.

(D) The provisions of this Rule shall not be deemed to affect the express rights of Equity or the Actor under Rules 8, BREACHES BY THE PRODUCER; 19, DEFAULTING EMPLOYERS; 32, MILITARY SERVICE; or 43, PRODUCTION PROSECUTED.

35. NON-PROFESSIONALS

In any one non-touring production per season which employs Actors for a minimum of four weeks, non-professionals may be used as specified in the ratios listed below. Such non-professionals may be Membership Candidates, local jobbers or others who are not members of any branch of the 4A's and/or members of a performer's union outside the United States. Such non-professionals may be used as per the ratio tables in paragraph (H) of this Rule, and only when playing outside of commuting distance (25 miles or more) of New York, Chicago, San Francisco, or Los Angeles, and only in accordance with the following Rules governing the employment of such persons.

(A) Affidavits. The Producer shall register with Equity on a form supplied by Equity each non-professional associated with his company within one week of engagement by filing the name, address, Social Security number, and a statement signed by the non-professional that said non-professional is not a member of any branch of the 4A's.

(B) Non-professionals may not be used in leading or substantial supporting roles. Should the Producer find it necessary to cast a Non-Professional in a role that could be considered substantially supportive, Equity will not, upon written request, unreasonably withhold consent.

(C) Equity Membership Candidate Program. A Membership Candidate is a non-professional who is interested in obtaining training for the theatre and/or who intends to make a career in the professional theatre and is properly registered with Equity.

A Theatre operating under this Agreement may apply for use of the Membership Candidate Program of Equity; and permission to utilize the program will not be unreasonably withheld.

Equity has full right to determine what activities shall qualify a Membership Candidate for workweek credits and reserves the right to withdraw the Membership Candidate Program from any theatre which is not in compliance.

Theatres using the Equity Membership Candidate Program prior hereto shall be authorized to so continue pursuant to the current regulations for the program.

(D) Local Jobbers. A local jobber is hereby defined as a *bona fide* resident of the community in which the theatre is located, who is a non-professional as hereinabove defined, and who is in no other manner connected with the professional theatre. A local jobber may not be employed by the Producer in Principal roles within the above limitations in more than two productions in the first season, and one production in any season thereafter, unless signed to an Equity contract or enrolled as a Membership Candidate. A local jobber may qualify as a Membership Candidate when the theatre is participating in the Membership Candidate Program.

(E) Travel. If a non-professional is cast in a production that travels, his non-professional status must be terminated and he must be signed to the appropriate contract.

(F) Violation. In the event that a non-professional is used in a production in violation of these non-professional Rules, the Producer agrees to pay the Actors' Equity Foundation, Inc., a sum equivalent to two weeks' minimum salary for each week said violation continues. In the event of a second violation the Producer shall pay to the Actors' Equity Foundation, a sum equivalent to four weeks' minimum salary for each week said violation continues.

(G) Eligibility. A non-professional who has exhausted his status as a Non-Professional under any other Equity contract that permits non-professionals shall not be eligible as a non-professional under this Agreement.

(H) Non-professionals will be permitted in non-touring productions as follows:

PLAYS and NON-CHORUS MUSICALS

<u>Equity Contracts</u>	<u>Non-Pros</u>
6	1
7	1
8	2
9	2
10	3
11	3
12 or more	Equal Number

CHORUS MUSICALS*

<u>Equity Contracts</u>	<u>Non-Pros</u>
10	1
11	2
12	3
13	4
14	5
15 or more	Equal Number

*A minimum of 6 Chorus Contracts is required.

An Actor shall be permitted to partner or be partnered by a non-professional. 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. Incremental parts will go to performers on contract. The ratio stated above refers to Actors on the stage only, and does not include Stage Managers, non-performing ASMs or Understudies.

(I) Extras.

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, and may not be required to change make-up. An Extra may, however, make a single costume change. An Extra may not be rehearsed more than one week before the first public performance, may not speak except *in omnes*, may not sing (except with the consent of Equity in relation to a particular play), dance or understudy.

Extras shall not be counted in the cast ratio when determining the number of non-professionals permitted.

36. NON-TOURING PRODUCTIONS

When a production is produced for a single location engagement, and the Actor will be resident in one location for no less than four weeks, and Actor's housing provides kitchen facilities, then the Producer may, at his option, either pay *Per Diem* as specified in Rule 51, SALARIES, and observe Rule 49(A)(2), ROOMS AND LOCAL TRANSPORTATION, or provide housing.

37. NUDITY

Any production with nudity shall be subject to prevailing rulings by Actors' Equity Association with regard to audition, performance and the taking of photographs.

38. PENSION FUND

The Producer acknowledges that the collective bargaining Agreement effective June 1, 1960, between Equity and The League of New York Theatres provides for the establishment of a jointly administered Pension Fund and the Producer agrees hereby to become a participant in said Pension Fund. The Producer agrees to execute all necessary documents, including the Agreement and Declaration of Trust establishing said Pension Fund now or hereafter adopted, or which may from time to time be adopted by those administering said Pension Fund.

The Producer agrees to make contributions to said Pension Fund for each and every week of the Actor's employment in the amount of 8% of the gross payment to the Actor. Such contributions shall be made on the first \$2,500.00 that the Actor receives weekly under the Actor's individual employment contract.

39. PERFORMANCES

(A) Number Of. A week's work shall consist of no more than eight performances on six consecutive days.

(B) Length of Performance and Overtime. The total length of a performance from half-hour call to final curtain shall not exceed 3½ hours. Overtime compensation at the rate of \$10.00 per half hour or portion thereof shall be paid weekly on a cumulative basis for all performance time in excess of 3½ hours, as herein defined. In no event, however, shall Overtime be paid on the first performance of a production.

A grace period of up to 30 minutes weekly on a cumulative basis shall prevail in the event that performances are delayed due to circumstances beyond the control of the Producer, for which no overtime payment shall be due.

For the purpose of computing the total work week (See Rule 67) the performance shall be deemed to be three hours unless the actual length of the performance plus half-hour exceeds 3½ hours.

(C) Payments to Actor. A week's compensation shall be paid even if fewer than eight performances are given. However, if during any work week prior to opening there is a combination of rehearsal and performances, the Actor shall receive pro-rated minimum salary for each day of rehearsal and pro-rated contractual salary for each performance provided the Actor receives no less than minimum salary for that work week.

All performances or rehearsals for which admission is charged (except *bona fide* benefits endorsed by the Theatre Authority or Equity) are to be counted and considered as performances for which the Actor is to be paid.

(D) Extra Performances. All performances over eight per week shall be paid for at the rate of two-eighths of contractual salary.

There shall be no more than five performances given in any three consecutive days, except where a performance lost under Rule 40(A) is to be made up.

(1) No more than two performances over eight per week shall be paid for at the rate of two-eighths of contractual salary.

(2) Any performance begun prior to 2:00 PM and/or ending after 2:00 AM shall be counted as an extra performance within the meaning of this paragraph and shall be paid at the rate of two-eighths of the Actor's weekly contractual salary. Performances for elementary and secondary school groups may begin prior to 2:00 PM without additional compensation, provided it is stipulated in the Actor's contract at the time of signing or posted no later than two weeks prior to the student performance and, further, provided all required rest periods are observed.

(3) Performances on a day scheduled as a day free of performance may be given only with the consent of Equity.

(E) Rest Period Between Performances. There shall be a minimum of 1½ hours rest from curtain-down to curtain-up between any two performances. If it is necessary for the cast to leave the theatre in order to obtain a meal, the rest period shall be increased to two hours from curtain down to curtain-up (including the half-hour call). Whenever there are less than two hours between performances, the Producer shall provide all Actors with a meal at the theatre within 15 minutes of the conclusion of the first performance. Actors shall be offered a choice of hot or cold balanced meals. A choice of beverage shall be

included. The Actors will be notified 24 hours in advance of what will be served. Special dietary needs shall be accommodated if requested by the Actor at least 24 hours in advance. Any unauthorized modification or violation of this rule shall subject the Production to a penalty of \$10.00 to each Actor for each violation of the foregoing.

(F) Place Of. The Actor shall not be required to perform in any other place or upon any other stage than that on which performances are regularly given, except with prior consent of Equity.

(G) After half-hour call, the Company may not be called to rehearse, accept script changes, or notes, except in an emergency. Members of the company who participate in stage fighting may, however, be called to run through their fight routine. (See Rule 55.)

(H) No persons or animals except those connected with the production will be permitted in the dressing room area or backstage.

(I) No intermission shall exceed 30 minutes.

(J) The cast shall not be required to remain on stage if anyone in the production speaks or performs following the final cast bows.

40. PERFORMANCES LOST

(A) If the Company as a whole cannot perform because of fire, accident, strikes, riot, Act of God, or the public enemy, or because a governmental authority orders that actions be taken in anticipation of a potential disaster which could not be reasonably anticipated or prevented, then the Actor shall not be entitled to any salary for the time during which his services shall not, for such reason or reasons, be rendered, except that if other employees whose employment is based directly upon the performance of the play in which the Actors are appearing are paid, such Actors shall also be paid. Should any of the foregoing conditions continue for a period of 10 days or more, either party may terminate the contract, and the Producer will pay for all services to date and transportation back to the place of engagement.

The word "strikes" as used in this Rule shall not include strikes within the theatre arising because of the default of the Producer or which he could have reasonably prevented.

(B) If performances are not given because of a claimed application of Section (A) of this Rule, any Actor who remains at or near the theatre location and away from his *bona fide* place of residence at the direction of the Producer, shall receive additional expense money equal to one-seventh of minimum salary for each day that performances are not given, but in no event shall the combined additional expense money and performance payments exceed contractual salary. If it is determined that this Rule does not apply to the particular situation, the additional expense money payments made to the Actor may be used as an off-set against any salary payments found due.

(C) The Producer agrees to abide by the determination of Equity as to whether this Rule applies to any given situation, and such determination shall be final.

41. PHOTOGRAPHS, INTERVIEWS AND PERSONAL APPEARANCES

(A) Photographs. In addition to the regular rehearsal time, 90 minutes per week shall be allowed for the taking of customary and usual photographs, together with photographs to appear in magazines or newspapers for the sole purpose of publicizing and advertising the production.

If all or any part of such time is used after an evening performance, it shall be used immediately thereafter, and in no event may extend beyond 1:00 A.M. Refreshments shall be provided to the Actor at the Producer's expense. An Actor who is in rehearsal but not performing shall not be obliged to return to the theatre solely for such purpose following an evening performance of the company.

Photographs shall not be taken at any time unless 24-hours' notice is given to the Actor. In all cases, the Actor's name shall be properly credited in the publicity whenever and wherever the photographs are used.

Still photographs may be taken during a performance by a *bona fide* staff, newspaper, or magazine photographer from the rear half of the theatre; not in an aisle used for entrances or exits, and provided that no flash or strobe is used. The Company shall be aware of the photographer's identity. Reminder of the photographer's presence must be given to the Company at half-hour. Said photographs are limited to the use as set forth above.

If photographs are taken at any time other than as hereinabove specified (except during rehearsal hours), the Actor shall be paid not less than one-eighth of his weekly salary for each day or part thereof employed in such photographing.

(B) Personal Appearances. The Actor cannot be required to be at the disposal of the Producer, except within the specified rehearsal and performance hours. All time taken for personal appearances shall be deducted from the rehearsal hours of the Actor. When personal appearances are scheduled for the Actor by the Producer, the Actor shall be given notice no later than one-half hour before the performance on the preceding day.

(C) Interviews. All radio, TV, and press interviews shall be scheduled at the Actor's convenience and with the Actor's agreement. Such agreement shall be solicited no later than the day prior to the proposed interview. At the option of the Actors involved, such interviews may occur immediately after an evening performance, but the rest period of 12 hours must be observed prior to any rehearsal call on the following day. An Actor may be required to make one personal appearance or interview per week.

(D) An Actor required by the Producer or his duly authorized representative to perform at a personal appearance shall be paid a minimum of one-eighth of contractual salary unless such Actor is receiving star billing in the production.

(E) The Producer shall provide all round-trip transportation when an Actor is required to travel for the purpose of photographs, publicity, or personal appearances. If the Actor's personal automobile is used for travel to and from interviews and/or personal appearances made at the request or direction of the Producer, reimbursement for transportation shall be at the rate of the mileage allowance permitted by Federal Income Tax regulations.

42. POSTING OF AGREEMENT AND RULES

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 Producer and Actor of said Rules. The similar posting of interpretations of said Rules (See Rule 25(D), COUNCIL POWERS) shall likewise be full, adequate and final notice to both Producer and Actor of such interpretations. Interpretations of said Rules which apply generally to Dramatic and Musical Stock Producers shall be mailed to each such Producer.

43. 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 on account of being engaged in such production; or should a claim or charge, either civil or criminal, be made against the Actor for any reason on account of performing his duties in such production (but not for acts not authorized by the Producer), the Producer shall defend the Actor at the Producer's own expense, or shall pay any and all reasonable charges laid out or incurred by the Actor in his own defense, and shall indemnify the Actor against any loss or damage which the Actor may suffer on account of being engaged in any such production.

(B) It is specifically agreed and understood between the Actor and the Producer that the language, business and costuming of the play are under the control and direction of the Producer and author, who according to custom, can at any time erase or amend the scenes and lines, and that consequently the Actor has no certain method of knowing during rehearsals, whether in its final presentation the play is susceptible to being considered immoral or indecent. Therefore, the Producer represents to the Actor that the play as produced shall not violate any law or give offense which is punishable by any law, and expressly agrees that should the Producer or the author be arrested or summoned on such charges, the Actor may, Equity consenting, end and terminate the engagement forthwith. Upon such termination the Producer shall pay to the Actor forthwith all sums due under his agreement plus one week's salary, as compensation for the termination of the engagement without notice. 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 the arrest of an Actor due to the nature of the play or its production, the Producer shall forthwith furnish bail for the Actor. In the event of the Producer's failure to do so, or for any breach of this Rule, the Producer shall pay the Actor (Equity consenting) the sum of \$2,500.00. 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.

44. PROGRAMS AND ANNOUNCEMENTS

(A) Cast Listing. A cast list must be given free of charge at all performances to every patron who enters the theatre. Such cast list must contain the names of

all Actors and their roles or functions. Dance Captain shall be listed as such on the cast page.

All Actors, including the Stage Managers, shall receive program credit. Each Actor shall receive credit for each character he portrays and/or understudies as designated in his contract. The Actor shall submit all biographical material and pictures for programs at the time of signing the contract, except that, if the Actor signs the contract on the same day as the audition, the Actor shall submit such material within 24 hours thereafter. In doing so he shall indicate the preferred cuts if program space requires editing. These conditions being fulfilled, the Actor shall have the right of approval of biographical material for the house program. Biographical material not disapproved within 48 hours of its submission to the Actor shall be considered approved. The Producer shall make best efforts to include "bios" of all Actors in the program.

(B) Errors or Omissions in Program. In the event that there are errors or omissions in the printed cast listing or in the program, the Producer agrees that upon written notice thereof from the Actor to the Producer or to his duly authorized representative with a copy to Equity, he will, within 24 hours (including one business day), place in the program a legible, mimeographed or printed slip correcting the omission or error. In addition, he will also correct the omission or error in the next printing of the program, provided such notice is given at least 24 hours prior to the press deadline (including at least one business day). After notification and until a correction slip is inserted in the program, errors or omissions must be announced from the stage or over the public address system.

Having been given proper notice as stipulated above, the Producer shall, for each failure to correct the program, pay the Actor involved a sum equal to one-eighth of minimum weekly salary for each performance during which the omission or error continues, but in no event more than one-eighth of the Actor's contractual salary for each week or part thereof.

(C) The names of all Actors shall be listed in front of the theatre, or in the lobby. If the Actor is incorrectly listed or improperly billed on such posted list, the Producer shall correct the infraction within 48 hours after written notification, or pay one-eighth of minimum salary for each day, after 48 hours, during which the infraction is not corrected.

(D) Billing. If billing has been negotiated in a rider to a contract, and such billing is not provided by the Producer, the Actor shall notify the Producer or his duly authorized representative in writing of same and shall send a copy of such notification to Equity. Failure to correct such error within 48 hours (excluding Sunday) of receipt of notification by the Producer or his duly authorized representative shall constitute a Breach of Contract as stipulated in Rule 8.

(E) Announcements. The Producer or his designated representative shall make an announcement before the beginning of each performance to the effect that the taking of pictures or the recording of any portion of the performance is prohibited. If the aisles are used by the Actors for entrances and/or exits, the Producer shall also announce that the aisles must be kept clear during the performance.

45. PROPERTY.

(A) Dressing Room. The Producer agrees to restrict public access to the Actor's dressing room and to provide facilities for safekeeping the Actor's daily and incidental street clothing, coats, overcoats, shoes and/or makeup not used in rehearsals or performances while said articles are in the theatre or other rehearsal and/or performance place. The Producer agrees to inform all Actors of the necessity for using such facilities by the posting of a written notice on the Callboard. The Producer may limit the use of such facilities to those items listed above or to items that can be adequately protected, (e.g., the Producer may not be able to provide a safe-keeping facility for an Actor's bicycle or personal stereo). The Actor's signature on this notice shall be deemed proper notification to the Actor of the existence of these facilities.

(B) Personal Valuables. The Producer shall be liable for the loss of and damages to personal valuables (i.e., the Actor's jewelry, watches, and/or cash), subject to the liability limits indicated below, if the valuables have been given to the Producer or the Producer's agent for safekeeping. All such valuables shall be collected prior to the beginning of rehearsals or at half-hour and returned upon request of the Actor, at the end of his call. Upon mutual consent, the Producer may designate the Stage Manager for collection and return of said valuables. The Producer, however, shall retain all liability for their collection and return.

(C) Actor's Property Used in Production. When the Producer requires the Actor to utilize his own personal property in a production, the Producer shall be liable for the loss and/or damage to such property.

(D) Limited Liability. Provided the Actor follows the procedures outlined in Rule 45(A) and Rule 45(B) above, the Producer shall be liable for the loss of, or damage to the Actor's personal property. Such liability shall be limited to \$2,000.00 for the Actor's personal effects and/or clothing; up to a limit of \$1,000.00 on the Actor's furs and coat; up to a total limit of \$1,000.00 for the Actor's jewelry, watches, and radio. The Producer shall not, however, be liable for any loss or damage to the Actor's property while said property is under the sole and exclusive control and supervision of the Actor.

(E) Producer's Responsibility. The Producer shall be liable as hereinabove provided, whether or not the act, fault or negligence of the Producer, his representatives, agents, or employees caused or contributed to such loss or damage. The Producer, 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. Except as above provided, the Producer 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. It is the duty of the Actor to insure such property if he desires to protect himself against loss. The Producer may meet the foregoing obligations by maintaining adequate and sufficient insurance coverage which shall provide the same protection as the Producer hereby assumes. Upon the direct payment of any damage or loss to the Actor by the Producer, the Producer or the Insurer shall be subrogated to all rights of the Actor to the extent of such payment.

46. RECORDINGS FOR USE IN THE PRODUCTION

The Actor shall not be required or permitted to work in any company where recordings are used to supply dialogue, singing or chanting, unless the Producer shall have first obtained the written consent and permission of Equity and shall comply with all such terms and conditions as Equity may prescribe.

A Principal Actor may agree by means of a Rider to his contract to record, film, or tape a portion of the role which he performs on stage for use in the production. The recording, film, or tape may be used only during the period in which the Actor is employed except where the Actor voluntarily terminates his employment and where said Actor's voice is not identifiable. Said recording, film, or tape must be made during the regular rehearsal hours.

47. REHEARSALS

(A) General Provisions. (Applicable to a production in a single theatre, a Package traveling under consecutive Stock Jobbing contracts, or a Unit Attraction.)

(1) Preceding the opening date stated on the face of the contract, the Actor, if required, shall give up to four weeks of rehearsal of the scheduled productions. (See Rule 51(B), *Per Diem*).

(2) Rehearsals shall be considered to be continuous from the date of the first rehearsal as provided in the contract. If the Actor is required to arrive at the theatre location earlier than the day preceding the designated rehearsal date on the face of the contract, rehearsals shall begin on the date of arrival.

However, if transportation, either public or by charter, is provided by the Producer to transport the Actor to the theatre on the day prior to the day of first rehearsal call as stated in the Actor's contract of employment, and if the Actor is not asked by the Producer to participate in any activity connected with the terms of the contract of employment on that date, then said arrival date shall not be deemed the beginning of rehearsal. The Producer shall, however, be responsible for a *per diem* payment to all Actors who travel to the theatre on the day prior to the day of the first rehearsal call.

It is understood that this arrangement does not relieve the Producer of his responsibility for transportation, tickets, or reimbursement to Actors who elect other means of travel and report for first rehearsal in a timely manner. (See Rule 60(A)(1), (2) TRANSPORTATION.)

This provision is applicable ONLY to the initial rehearsal call for a production, prior to the first public performance.

(3) If the Producer chooses to start with a reading by the Company, or a substantial part thereof, said reading is a part of and begins the rehearsal period for the Actors involved. If the Producer chooses to invite the Actors and/or members of the Stage Managerial staff who have been contracted for the production for a reading of the play prior to the beginning of the rehearsal period designated on the employment contract, any Actor or Stage Manager who participates in such reading shall be compensated at the rate of one-sixth of minimum salary.

(4) Equity shall retain the right to determine terms and conditions under which additional rehearsals may be held.

(5) The Actors shall receive 24 hours notice of any rehearsal after the first public performance, except in an emergency.

All rehearsal calls shall be given by the Stage Manager and will be posted on the Callboard.

(6) Rehearsal on a Day of Travel. Travel and rehearsal combined shall not exceed 10 hours.

(7) Rehearsals on a Daylight Day of Rest shall not exceed five consecutive hours and shall commence no earlier than 7:00 P.M.

(8) Note Sessions. A Company call for the purpose of giving notes, i.e., suggestions for changes, criticism, etc., shall be considered a part of rehearsal time. The Company may not be called for the giving of notes after an evening performance, except under the following circumstances:

(a) The giving of notes after the first four performances is permitted provided the note session lasts no longer than 30 minutes and the Actors are not called for rehearsal the next day. The 30 minutes shall be computed from 15 minutes after curtain-down.

(b) In the case of productions presented in a single location, after a production has run for more than two weeks, the Director and/or Choreographer and/or Advance Stage Manager may call one note session after a performance, provided that said note session does not exceed 1½ hours, and further provided that the Actors receive at least 24 hours notice of the session. The Director, Choreographer or Advance Stage Manager shall have seen a performance within 48 hours prior to the session, and shall give the notes personally. The required rest period shall begin with the end of the note session.

In their absence, the Director and/or Choreographer may authorize the Stage Manager, Dance Captain, or Advance Stage Manager to present notes to the Company during rehearsal hours.

Note sessions for Unit Packages or Packages traveling under consecutive Stock Jobbing contracts must be scheduled within the allowed daytime rehearsal hours, or may be scheduled for the hour preceding half-hour call subject to all of the conditions set forth in section (E) of this Rule.

(9) No rehearsals are to be called after an evening performance.

(B) Breaks and Rest Periods.

(1) There shall be a break of 1 or 1½ hours after five consecutive hours of rehearsal, at the discretion of the majority of the Actors involved. On a non-performance day, this five-hour period may be extended by up to one-half hour, provided the cast is dismissed for the day upon the expiration of the extended rehearsal time.

(2) Except as provided in Rule 39, PERFORMANCES, there shall be a break of at least 1½ hours exclusive of the half-hour call, before any

performance. After the half-hour call there shall be no rehearsal except in an emergency as determined by Equity, and for the run-through of stage fights as required in Rule 55.

(3) Each individual Actor will be given a five-minute rest period after no more than 55 minutes. If a five-minute rest period is not given in a particular hour, a 10-minute rest period must be given after no more than one hour and twenty minutes. During a run-through, an Act may be completed before such rest periods are given. During Dress Rehearsal the rest period between Acts shall be at least 10 minutes. For each failure to give such rest periods, the Producer shall pay each Actor one hour of Overtime. (For musical productions, see Rule 33(F))

(C) Overtime. Should the Actor (which includes Stage Managers under Rule 57F) rehearse more than the hours stipulated herein, the Producer shall pay Overtime at the rate of \$10.00 per half-hour or part thereof for each instance of such overtime rehearsal.

(D) Prior to the First Public Performance.

(1) No Actor shall be permitted to rehearse more than seven out of 8½ hours in any day, which shall include a 1½-hour recess, except that on two days during the final four days of rehearsal in which there is no performance, the Actor shall be permitted to rehearse 10 out of 12 consecutive hours. On the day of the first public performance, rehearsal may be a maximum of 5 hours. Total rehearsal for the week shall not exceed 52 hours, except when the seven consecutive rehearsal days immediately preceding the opening fall within a single Work Week, as defined in Rule 67.

In rehearsal periods of 4 days or less, however, no 10 out of 12 hour rehearsal days shall be permitted unless a full week's rehearsal salary is paid.

(2) The theatre shall conduct an on-set Technical Dress Rehearsal prior to the first paid public performance.

(E) After the First Public Performance.

(1) After the first paid public performance of any production using the Stock Jobbing contract, the Resident (Minimum) Contract for Stock, or the Unit Contract for Stock, further rehearsal of that production without additional compensation is limited to a total of eight hours per week. These hours may be used for brush-up, replacement, understudy, technical, conversion, and dress rehearsal, subject to restrictions described elsewhere in this Rule.

In addition, a further four hours per week in each of the first two weeks (inclusive of the first performance week) shall be permitted for new works only.

(2) The Actor may not be called to rehearse for more than 5 out of 6½ consecutive hours on a one-performance day, which shall include a 1½-hour recess. There shall be no rehearsal on a two-performance day if only one such day is scheduled in the week. When two or more two-performance days are scheduled in the week, two consecutive hours of rehearsal will be

permitted on one such day. Rehearsal on a two-performance day may not exceed two hours.

(3) If a note session or rehearsal is anticipated to require no more than one hour, such rehearsal may be scheduled for the hour preceding half-hour call only once weekly. The Actors shall be compensated at the overtime rate if all of the following conditions are not met:

(a) This rehearsal shall be the only rehearsal call of the day, and may not be held on a two-performance day.

(b) The time may be utilized to give notes and/or for brush-up of blocking, dialogue, or music.

(c) Notice must be given to the Actors before the Company leaves the theatre following the performance on the night before said note session or rehearsal is to be held.

(d) A fight rehearsal (as required in Rule 55) shall take precedence for the individuals involved.

(e) No new material may be rehearsed.

(f) No more than five hours may elapse between this rehearsal call and curtain-down.

(g) Transportation for Actors involved in such rehearsal shall be provided in addition to the regularly scheduled pick-ups of Actors for the performance.

(4) New Material. After the opening of any production, any rehearsal of new material shall require additional compensation at the overtime rate except as permitted above. New material is hereby defined as the insertion of new scenes, new dialogue such as to substantially change a scene, or new numbers in the case of a musical.

(5) Brush-Up. After the first public performance of a production that performs in a single location, there shall be only one brush-up rehearsal not to exceed five hours.

In productions that run four weeks or more an additional brush-up rehearsal may be called every two weeks, and said rehearsal shall not exceed three consecutive hours. There shall be no brush-up rehearsal on the day following the Day Off.

(6) For Understudies as required by Rule 61, UNDERSTUDIES, understudy rehearsal shall not be combined with any other rehearsal and only Understudies and Swings may be called to such rehearsal. However, at the discretion of the Stage Manager, Dance Captain or Choreographer, any Actor may be called for partnering dance sequences with the assigned Understudy or Swing during regular rehearsal hours, but not more than once every four weeks.

(7) All brush-up, replacement, understudy, and conversion rehearsals must be conducted by the Director, Choreographer, Musical Director, Stage Manager, Advance Stage Manager or Dance Captain.

(F) Packages (Consecutive Jobbing).

(1) All rehearsals prior to the initial opening of a Package must be held under the contract with the first theatre at which the Package is to play, and the Producer of that theatre shall be responsible for all salaries, Pension, Health and any other benefits which are due the Actor.

(2) In the event that the Package is not performing consecutive engagements, rehearsals held during the hiatus are the responsibility of the next theatre at which the Package is to play, and are paid for at one-seventh of minimum salary and these rehearsals must be consecutive with the re-opening of the production.

In addition, the Producer for whom the rehearsal is necessary may call rehearsal prior to the hiatus during the company's prior engagement for purposes of brush-up, re-staging or replacement. Such rehearsals shall fall within the specified hours and must be paid for at the rate of one-seventh of the prevailing minimum salary applicable to each member's job function for each day of such rehearsals.

(3) Day Before Opening at Subsequent Theatres. After the opening of a Package at its first theatre, the rehearsal provisions set forth in (E)(1), (2) and (3) of this Rule apply and any rehearsal on the day before opening at a subsequent theatre shall require additional compensation at the overtime rate except in the case of conversion to or from theatre-in-the-round. Such conversion may utilize up to five hours in addition to the eight hours permitted for the week without additional compensation provided the rehearsal is on the stage; the balance to be available for other purposes as described in (E)(1). Such rehearsal may, in no event, be called prior to two hours after the Actor's arrival at the lodgings reserved by the Producer in accordance with Rule 49. At any rehearsal on the day before opening, Actors shall not be required to wear costumes and/or make-up, except for those with technical problems such as quick changes or voluminous robes.

(4) Opening Day. On opening day in each theatre at which the Package plays, the Actor may rehearse without additional compensation in accordance with the provisions of (E)(1) and (2) of this Rule. Such "technical" rehearsal (i.e., "put-in") shall occur on-stage and specifically rehearse scenery moves, lighting changes, wireless microphones and sound, and quick costume changes, entrances and exits of Actors, spacing and running of all musical numbers and use of all props by Actors.

Technical rehearsal shall start at the top of the show sequence and proceed consecutively to the end of the show. Scenes not directly involving the rehearsal needs specified above may be rehearsed cue to cue.

If, after the fourth hour of rehearsal, it is apparent that more than five hours will be needed to complete rehearsal of the entire show, a committee composed of the Deputies, Dance Captain and Stage Managers shall vote to continue rehearsal for up to one-half hour with no overtime penalty.

This rehearsal may not be used for brush-up and insertion of new material. In no event shall such rehearsal commence prior to two hours after the

Actor's arrival at the lodgings reserved by the Producer in accordance with Rule 49.

(5) Conversion or Replacement for Subsequent Engagement. When a Package utilizing consecutive Stock Jobbing contracts is at a proscenium theatre and plays the following week at a theatre-in-the-round, or *vice versa*, or when a replacement is being made for a subsequent engagement, the Producer for whom the conversion or replacement is necessary may call rehearsals prior to the Company's arrival at the Producer's theatre for the purpose of re-staging or replacement. Such rehearsals shall fall within the specified rehearsal hours and must be paid for at the rate of one-seventh of the prevailing minimum applicable to each Actor's job function for each day of such rehearsal. These rehearsals need not be continuous with the next opening. No conversion rehearsal can be called unless authorized in writing by the Producer who is responsible for payment thereof. Prior to the rehearsal call such authorization must be posted on the Callboard at the theatre where the rehearsal is to take place and a copy shall be sent to Equity. (See (F)(3) above for conversion rehearsal on the day before opening which does not require additional compensation.)

(G) New Production at Same Theatre. An Actor engaged on consecutive Stock Jobbing Contracts at the same theatre or for the same Producer shall receive full rehearsal pay for each day of rehearsal of a subsequent production, in addition to the applicable salary for the production being performed.

(H) Unit Package.

(1) After Opening. After the first public performance of a production signed on a Unit Contract for Stock, further rehearsal not requiring additional compensation is limited to eight hours per week, which hours shall fall within the specified daily rehearsal hours. One run-through, at which Actors shall not be required to wear costumes and/or make-up (except those with technical problems such as quick changes or voluminous robes), shall be permitted at each theatre in which the Unit package plays and may take place prior to 7:00 P.M even though it is on the day following a Full Day Off. Such rehearsal shall not be more than five consecutive hours in duration and shall not commence prior to two hours after the Actor's arrival at his lodging.

(2) Conversion. For one week only a maximum of five of the eight hours allowed in that week may be utilized for purposes of a conversion rehearsal. All additional rehearsal hours utilized for purposes of conversion to or from arena staging shall require additional compensation at the Overtime rate.

Understudies and Stage Managers shall participate in any conversion rehearsal to which the entire cast is called.

(I) Understudy Rehearsal. Understudies, Stage Managers, Swings (when applicable) and the Dance Captain (when necessary) may be called for Understudy Rehearsal for a maximum of two hours each week after the first public performance in addition to all other rehearsal hours permitted.

48. REPORTS.

(A) W-2 Forms. It is required under Section 6501 of the Internal Revenue Code of 1954 as amended, that W-2 forms be furnished to the Actor with the last salary payment or within 31 days following the end of the calendar year, whichever is sooner. Equity may, at its discretion, and at any time, require the Producer to submit satisfactory proof that all Actors employed are given a withholding tax receipt (W-2 Form) and statement of Social Security deductions for the entire season.

To enable the Actor to obtain a possible tax credit or refund from the State or Municipality which has levied an income or earnings tax, suitable forms, if such exist, or suitable information shall be provided to the Actor at the time W-2 forms are furnished as prescribed above.

(B) Weekly Report to Equity. The Producer must and shall furnish Equity with a weekly report regarding his theatre, listing all Actors and all non-professionals employed in each attraction. The form for this purpose will be supplied by Equity. This weekly report is due by the Friday following the last performance of each week of the attraction. Equity will notify the Producer of lateness. If the reports are not filed within one week after notification, a fine of \$25.00 for each week of failure to file the reports is applicable, and shall be paid by the Producer to Actors' Equity Association. Equity must act on reports within six weeks of receipt or the reports shall be deemed to be correct. Failure to file such reports shall constitute a breach of Equity Rules 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.

49. ROOMS AND LOCAL TRANSPORTATION.

(A) Housing.

(1) It shall be the Producer's obligation and responsibility to locate and reserve suitable living accommodations at reasonable cost for all Actors employed. The Producer will ensure that there are reasonable accommodations when a performer with a disability is engaged.

(2) For the Actor earning up to and including \$1,200.00 per week, the cost of room rent, including taxes, shall not exceed 20% of his weekly contractual or rehearsal salary, whichever is applicable (exclusive of any *per diem* or expense money required under this Agreement). If two Actors choose to share a room, each shall be required to pay no more than 12.5% of his contractual or rehearsal salary, whichever is applicable, for housing. In no case shall any Actor pay more than 50% of the actual rate for the shared room. It is the Producer's obligation to provide each Actor with a choice of accommodations available at such cost, not restricted to one location, and including private homes. Failure to do so will obligate the Producer to pay the difference between the cost of the room including taxes and 20% of the Actor's contractual or rehearsal salary, whichever is applicable, 12.5% for each Actor sharing a room.

Each Actor is entitled to a private room and no Actor may be required to share a room. The established scale for any given room at any given time shall be made available and be the same for all Actors. In hotel or motel

accommodations, the Producer shall not charge more than the posted rates, pursuant to local hotel laws.

The Actor who makes his own housing reservations must advise the Producer or the Advance Stage Manager of such choice in advance of the Actor's arrival. Should the selected room cost more than 20% of said Actor's salary, the Producer shall not be obliged to pay the difference except that if all available housing on the list provided by the Producer for cast choice is in excess of the established ceiling, then the Producer shall be responsible for the additional cost only up to the least expensive choice on the housing list.

(3) No later than one week before the Actors' arrival at the theatre, the Producer shall supply to each member of the cast a list of rooms expected to be available at the time of arrival. Listed accommodations shall be those which the Producer and/or his responsible representative have personally inspected immediately prior to the beginning of the season.

The accommodations listed must be described as to price, availability of equipment (such as telephone, kitchen, TV, etc.), services, presence of animals, children, types of beds, distance from the theatre, availability of public transportation, smoking or non-smoking, and proximity of shopping and laundry services. The Producer may transmit said list to the Actors directly or through the Advance Stage Manager.

The Producer may require notification of the Actor's choice of housing from the Actor or from the Advance Stage Manager no sooner than two days after the Actor's receipt of the housing list; in no event shall the Actor be required to choose housing at the contract signing.

The Actor shall be informed of his assigned housing no later than 48 hours prior to arrival at the theatre.

(4) Not later than two weeks prior to the beginning of the season, The Producer must supply Equity with a copy of the list of accommodations which may be available for offer to the Actors, and shall notify Equity of additions or changes in the available housing near the Producer's theatre as is necessary. This housing list must also be posted on the Callboard at the theatre.

(5) Should the accommodation chosen by the Actor prior to arrival prove not reasonably to conform to the description on the housing list or to the minimum housing standards as set by Equity, or is not in substantial compliance with the Actor's immediate health requirements as specified in advance by said Actor, the Producer shall assist the Actor in seeking out and moving to an alternate location in the same price range.

Such change of lodging shall not alter the Producer's obligation for the Actor's transportation pursuant to (B) of this Rule. The Actor shall not make such change at any time that will interfere with a rehearsal called by the Producer and the time so occupied shall not be counted in determining Overtime.

An Actor who rejects a previously selected accommodation for any other reason than stated above may be charged to the extent of the Producer's documented loss up to 25% of the Actor's contractual salary for the canceled space and shall be responsible for all expenses of moving. The Producer shall be relieved of any obligation to pay any excess above 20% of the Actor's weekly salary (12.5% in shared accommodations) for the cost of the room subsequently chosen.

(6) Arrangements for living accommodations shall not be the responsibility of Stage Managers and/or Assistant Stage Managers who may, however, act as the means of communication between the Actors and the Producer.

(7) The Producer warrants and guarantees that the living accommodations described on the housing list secured for the Actor will be clean, sanitary and reputable and meet the Equity standards for Actor housing (See Addendum). Such accommodations shall include bedding, bed linens, towels, etc., which shall be laundered weekly. If a kitchen is provided, cooking and eating utensils shall be furnished.

(8) If a security deposit is required, the Producer shall advance the deposit to the Actor provided the Actor signs an authorization agreeing to have any monies advanced, deducted from his salary.

(9) When the Actor is charged an additional day's rent because of the Producer's failure to move him by checkout time on the day he leaves for his next engagement, the Producer shall assume such additional cost.

If during an engagement the Actor is required to live in more than one place due to lack of availability of accommodations, the Producer shall pay any additional costs that accrue.

If the Actor is required by the Producer to spend more than one calendar week in any one place but less than a full second week, thereby incurring additional rent, and provided the Actor is not receiving additional salary for that partial week, then the Producer shall pay the extra cost of room rent for the extended stay over the calendar week.

In any week in which the Actor's salary is pro-rated, the amount on which the housing percentage is computed shall be the pro-rated amount.

(10) The Producer shall not be responsible for the room and board of relatives or pets (except where the relative is traveling as guardian of a juvenile cast member, as required under Rule 30, JUVENILE ACTORS) or for damages caused by them. Actors' pets shall not be permitted on the theatre premises.

(11) At the request of the Actor, the Producer will make a reasonable effort to provide a list of day care centers, baby-sitters, nursery schools, pediatricians and housing suitable for children.

(B) Local Transportation.

(1) In all cases where there is no available public transportation (Public transportation shall not mean public conveyance for private hire such as taxis.) the Producer shall, at his own expense, furnish round-trip transportation to the Actor for all performances and rehearsals as the case

may require, in accordance with a schedule pre-arranged by the Producer. The Producer will furnish transportation for Actors with disabilities and for Actors 65 years of age and over if housing is more than one-quarter mile from the theatre, and for all Actors in the event of inclement weather or in the event that the Actors are required to use roadways after dark. This transportation shall be furnished in such manner that the Actor will arrive at the theatre one-half hour prior to the beginning of each performance, promptly for each rehearsal, and shall be available to return the Actor to his living quarters no later than one-half hour after each performance and promptly after each rehearsal. In all cases where there is no available public transportation, and if cooking facilities are not available to the Actor and if no suitable and moderately priced public dining facilities where the Actor can obtain three meals a day during normal meal hours are located within one-half mile by normal transportation routes of the Actor's lodging, then the Producer shall, at his own expense, provide reasonable round trip transportation to such dining facilities.

(2) All transportation required may be furnished in a "Company" or "Cast" car (and they may be the same vehicle), but each car shall be properly insured, operated by a properly licensed driver, and each Actor shall be provided with his own seat in the car. The car shall be in good repair with functioning heating and ventilating equipment and shall be equipped with functioning modern safety devices. It is further stipulated that such "Company" and/or "Cast" car will be covered by \$1,000,000/\$2,000,000 liability.

(3) The Actor must be notified in writing at the time of signing his contract if public transportation to a diversified shopping area and suitable dining facilities is not accessible to the theatre and/or housing.

(4) The Producer shall provide round-trip transportation for each Actor and Stage Manager once a week at posted times to an area of diversified shopping, including a *bona fide* supermarket, drugstore, and laundromat, if such facilities are further than one-quarter mile from the Actor's lodging.

(5) Anything in the foregoing to the contrary notwithstanding, it shall be the Producer's obligation to see that the Actors are returned to their lodgings after dark, provided the Actor is ready at the designated time.

(6) When a theatre is located within 25 miles of a major city, and when the Actor is a permanent resident of that city, if there is no public transportation to and from the city within one-quarter mile of the theatre, the Producer shall be obligated, at the Producer's own expense, to provide private round-trip transportation to and from the theatre and some convenient central location within the city.

(7) Whenever or wherever a member of the Stage Managerial staff's schedule is different from that of the Actors', the Producer shall provide separate transportation to and from meals and lodgings.

(8) When suitable accommodations are available within two miles by normal transportation route, but the Actor elects to go beyond that area, then the Producer shall not be obligated to furnish transportation. In determining the suitability of any accommodation, due consideration shall be given as to whether the cost is commensurate with the Actor's salary.

(9) When the Actor arrives at the station of the theatre's location at a time specified by the Producer, said Producer shall provide transportation to the Actor's lodging. It is understood and agreed that the Actor shall be met at the time specified and, except in cases of extreme emergency, shall not be expected to wait more than one-half hour.

50. SAFE AND SANITARY PLACES OF EMPLOYMENT

The Producer agrees to provide the Actor with safe and sanitary places of employment. (See also Rule 51(E))

(A) Dressing Rooms.

- (1) Separate dressing rooms for male and female Actors will be provided. Juvenile Actors will have separate dressing space.
- (2) Dressing rooms (except quick-change booths) shall be of a permanent type, and shall not be under canvas.
- (3) Dressing table space of 30 inches shall be allocated to each Actor. There shall be no less than the equivalent of 150 watts of usable light proximate to each dressing table space. The use of fluorescent lighting is not acceptable for make-up purposes (i.e., around make-up mirrors).
- (4) All exterior dressing room windows and exterior doors shall be screened in theatres where screens are deemed necessary by Equity.
- (5) All dressing rooms shall be equipped with air-conditioning systems, air-cooling systems, or some similar type of mechanical device maintained in good working condition to insure proper ventilation and the circulation of fresh, cool air. If the Producer fails to take steps to provide adequate mechanical devices within 24 hours of notification from Equity, the Actor, with Equity's consent, shall not be required to remain at the theatre.
- (6) The Producer shall not allow the temperature in the dressing rooms to fall below 65 degrees or rise above 85 degrees. If the Producer fails to take steps to maintain proper temperature, within 24 hours of notification from Equity, the Actor, with Equity's consent, shall not be required to remain at the theatre.
- (7) Alleys and roads leading to stage doors of theatres shall be accessible, properly lighted, and free of hazardous conditions. Runways between dressing rooms and the theatre shall be covered, and paved or safely boarded.
- (8) Dressing room entrances and windows shall be properly masked from the view of the audience to insure the Actor's privacy.
- (9) Tile, concrete and linoleum floors shall be washed at least once each week. Carpeted floors shall be vacuumed or swept at least once a week and thoroughly cleaned prior to the first production of the season.

(B) Lavatory and Toilet Facilities.

- (1) Theatres shall provide separate facilities for male and female Actors. Each facility shall contain at least three sinks, two toilets, and two showers.

(2) Toilets and lavatories will be clean and sanitary, will be separate facilities from those provided for the audience, and said toilets shall be in permanent enclosures or separate rooms, with soap, paper towels and toilet paper readily available.

(3) Sinks with hot and cold running water shall be available in, or reasonably convenient to, the dressing rooms. These sinks shall not be located in the toilet enclosure. Separate showers for men and women with hot and cold running water shall be available and reasonably convenient to the dressing rooms. "Reasonably convenient to" shall mean within the same building and in the dressing room area.

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

(C) Rehearsal Space. In all open-air and tent theatres, the Producer shall make available adequate covered rehearsal space, which shall be safe, comfortable and healthful at all times.

All enclosed rehearsal space shall have proper ventilation and provision for the circulation of fresh air.

The temperature in all enclosed rehearsal space shall be maintained at no less than 65 degrees and no more than 85 degrees. The Actor, with Equity's consent, shall not be required to continue to rehearse in space not in compliance with the specified limits.

(D) Stage Manager's Booth. Any booth or room, separate from the stage area, from which the Stage Manager must call cues, must be equipped for air circulation, heating, safety, safe access and proper lighting as provided in Rule 50(A).

(E) 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. There shall be side rails on any ramp adjacent to any pit.

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.

(F) Guide Lights. All ramps, stairways, entrances and exits, crossover areas, or off-stage passageways, which may be affected by blackouts, shall be illuminated with guide lights.

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. 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. In addition, there shall be level guide lights on stage along the edge of any pit. 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 potentially injurious or unsafe.

(G) Raked Stage. The use of raked stages is prohibited. Whenever the use of a set element with a rake greater than $\frac{1}{2}$ " per foot is contemplated, it shall be the

obligation of the Producer to inform Equity prior to construction and to provide such information as Equity may reasonably request.

(H) Dancing Surfaces. Actors shall not be required to audition, or rehearse dances or dance 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 1-5/8^{ths} inches between the concrete or marble or similar supporting surface and the dancing surface. Exempt from this rule will be cement transite or other building materials which have been or may be developed, Equity approving, which provide a resilient surface for dancing.

Where platforming is used, it must be securely fastened and the surface completely covered by a deck of material such as wood or masonite.

The edges of all decks must be clearly visible and, if not, guard rails must be fastened in order to preclude the possibility of injury.

When orchestra pits are not in use and footlights or other proper demarcations are not used to outline the stage, then such pits shall be covered by non-flexible material along the area adjacent to the stage.

(I) Cots. For casts of 10 or fewer Actors the Producer shall provide two cots, accessible to any performer at all times during all rehearsals and performances at the theatre location. For casts of more than 10 Actors an additional cot shall be required.

(J) Smoke and Fog Effects.

(1) Permitted Substances. The Producer agrees to use only dry ice, liquid nitrogen, or substances listed in, and in accordance with the specific limits set forth in *EQUIPMENT-BASED GUIDELINES FOR THE USE OF THEATRICAL SMOKE AND HAZE* prepared by ENVIRON International Corporation.

(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 notification to the Actors' callboard.

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

(L) Intercom System. An intercom system in working order 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.

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

(N) Medical Services. An up-to-date list of medical services including doctors, dentists, hospitals, etc. must be posted on the Callboard at all times and given to the Actor upon the Actor's arrival at the theatre.

(O) Fire Exits. The Producer must post a diagram of the locations of all fire exits and fire-fighting equipment and a list of proper procedures in case of fire.

(P) Backstage Music. No music shall be piped backstage during half-hour or intermission.

(Q) Smoking Areas. In all cases, wing space and dressing rooms shall be designated as No Smoking areas.

(R) Mechanical Systems. Producer will use best efforts to maintain all provisions contained in Rules 50 and 51; in the event of mechanical failures, Producer shall be granted a reasonable period of time to effect repairs or replacements as necessary.

(S) Inspection and Compliance. The Producer agrees that Equity's representative shall have the right to inspect the Producer's theatre to determine whether or not the theatre is in 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 Producer with a copy of such report. Upon receipt of such report, Equity may notify the Producer in writing to correct the deficiencies. Unless the Producer then either corrects the deficiencies noted or gives to Equity assurances which Equity deems satisfactory that such deficiencies will be promptly corrected, Equity may certify the theatre as unauthorized for rehearsal, for performances, or both, as Equity 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 the Actors to refrain from rehearsing and/or performing in the Producer's theatre.

51. SALARIES

(A) Rehearsal Pay and Minimum Salaries. The Producer shall pay the Actor all rehearsal and/or performance salaries and *per diem* no later than Thursday of the week. Payment shall be at a convenient location designated by the Producer. The Producer shall use his best efforts to assure that this place is neither accessible to nor visible by the public. In no event shall the Actor be required to stand in line with the public to be paid or to cash payroll checks. Payment shall be made at a time when the Actor is normally on the theatre premises. In the event the Actor rehearses in a location away from the theatre location, the Producer shall either pay the Actor in cash or make arrangements for cashing at a location convenient to the rehearsal.

Minimum Salaries

Effective Date	Actor	Non- Res. SM	Res. SM*	ASM
12/27/2004	\$588.00	\$777.00	\$971.00	\$652.00
12/26/2005	\$597.00	\$792.00	\$986.00	\$662.00
1/1/2007	\$609.00	\$821.00	\$1,005.00	\$675.00
12/31/2007	\$627.00	\$861.00	\$1,035.00	\$695.00

(B) Per Diem:

(1) The Actor, Stage Manager, Assistant Stage Manager, or Advance Stage Manager, who earns \$1,000.00 per week or less, and who resides overnight away from the Actor's place of residence for purposes of rehearsal, performance, or travel, shall receive a *per diem* payment of \$25.00 per day (\$175.00 per week).

(2) *For the Resident Stage Manager, the Producer may, at his option, pay part of the above mentioned salary as *per diem*, not to exceed \$175.00 per week.

(3) In the event an Actor elects to live at home and travel to and from the theatre for rehearsal and/or performance, the Producer is relieved of his obligation to provide housing in the immediate vicinity of the theatre as specified in Rule 49, and *per diem* shall not be required.

(4) In this event, all such Actors shall receive, in lieu of *per diem*, the actual cost of transportation to and from the theatre, not to exceed the *per diem* specified in the contract. When applicable, the Producer may provide transportation at the Producer's own expense for each Actor in place of payment to the Actor for same.

(C) Cost of Living Increase. If the Cost of Living based on the (revised) Consumers Price Index (U.S. Bureau of Labor Statistics) for November is higher than the Cost of Living based upon the (revised) Consumers Price Index for the previous November, a corresponding percentage adjustment increase in the ensuing years' salaries shall be made in accordance with the following: The sum of seven days' *per diem* will be added to the minimum salary for the preceding year and the Cost of Living percentage will be computed on such total. The resultant figure shall then be added to the previous year's minimum salary only. In no case will the amount determined by the aforementioned formula reduce the minimum salary below that of the previous year.

(D) Invasion of Minimum. When a contract is negotiated by an Agent and said Agent is the Agent of record on the face of the contract, the Actor shall be reimbursed for commissions paid to such Agent on account of invasion of minimum salary to the extent of 5% of the minimum. The intention of this rule is solely to prevent the invasion of the minimum salary and it shall not be construed to imply that the Producer is accepting the obligation to pay commissions to Agents on behalf of Actors.

(E) Extraordinary Risk Payments.

(1) When the Actor is called upon to perform "extraordinary risk" he shall receive no less than \$10.00 per week above the required weekly minimum salary during rehearsal and performance.

(2) "Extraordinary risk" is defined as performing acrobatic feats, suspension from trapezes or wires or like contrivances, the use of or exposure to weapons, fire or pyrotechnic devices, knee drops and slides, throws and catches, and the taking of dangerous leaps or falls. The Producer agrees to abide by the determination of Equity as to whether this section applies to any given situation and such determination shall be final.

(3) An Actor also shall be deemed to be engaging in "extraordinary risk" if the staging or choreography requires the Actor to execute movements which depart from the accepted techniques of movement and support as used in contemporary theatre dance, i.e., classical ballet, modern, modern jazz, ethnic, tap and soft shoe.

(4) No Actor shall be required to perform any feat or act which places him in imminent danger or is inherently dangerous, nor shall any Actor be required to perform in a costume or upon a set which is inherently dangerous.

(5) Equity shall have the sole right to determine what constitutes an inherently dangerous condition as defined herein and may, at its discretion, order that such condition be removed from the production. Before Equity makes a decision to remove the condition, a representative of Equity (other than a member of the company) shall personally examine the condition and consult with the Producer for the purpose of advising Equity as to such removal. Equity's decision shall in no way reduce the Actor's right to proper insurance coverage under the provisions of this Contract.

(F) Additional Duties. A Principal Actor shall not do any additional work without mutual agreement and an additional negotiated compensation therefor, which shall be no less than \$25.00 per week. Additional work is defined as work not specified in the Actor's contractual agreement at the time of its original signing (e.g., playing additional parts or understudying). Additional duties shall be contracted by Rider with copies to the Actor and Equity.

When an Assistant Stage Manager is required to act in a production, he shall be paid an additional sum of not less than \$17.50 per week.

(G) Full Contractual Salary During Rehearsal. Stage Managers, non-performing Assistant Stage Managers, and Advance Stage Managers shall be paid full contractual salary during rehearsals, commencing with the first day of their respective rehearsal periods.

(H) Rehearsal Pay, Pro-rating. The Producer agrees to pay the Actor at the rate of rehearsal pay (minimum salary) per week commencing with the required date of arrival of the Actor, except when the Actor is called upon to rehearse four days or less. In such event the compensation may be pro-rated, and the Actor paid one-seventh for each day of rehearsal or part thereof. Said compensation shall be computed consecutively from the day the Actor is required to arrive up to the first performance day. If the Actor is called upon to rehearse more than four days, but fails to do so through no fault of the Producer, then said Actor's compensation may also be pro-rated, as stated above.

(I) New Production at Same Theatre. An Actor engaged on consecutive Stock Jobbing Contracts at the same theatre or for the same Producer shall receive full rehearsal pay for each day of rehearsal of a subsequent production, in addition to the applicable salary for the production being performed.

(J) Actual Salary. The actual salary of the Actor agreed upon shall be stated in his contract, and a lesser or fictitious salary shall not be stated in his contract.

The Producer and the Actor will make no agreement that includes in or deducts from the contractual salary, the necessary rehearsal pay or any other sums that are due or may become due the Actor.

No contract or rider thereto shall specify two salaries for any week. In the event two salaries are specified, the higher salary shall prevail and any and all additional payments that are due or may become due in accordance with Equity Rules, shall be based on the higher salary.

(K) Contingent Compensation. No employment contract shall be entered into by the Producer or Actor in which the compensation is wholly contingent upon receipts without the written consent of Equity, which consent will not be unreasonably withheld. In no case shall compensation be contingent upon profits.

(L) Checks. The Producer may pay salaries by check only if facilities are made immediately available for cashing said checks, except that an Actor may, if he agrees in writing, be paid by certified check. In any event, no check or draft, either of the Producer or a third party, given to or received by the Actor in payment of any sum under his agreement of employment, shall operate to minimize or affect his claim for salary or other compensation under his agreement.

(M) Payment in Legal Tender. 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 Producer may make payment in Canadian currency of equivalent value at the then current rate of exchange for services performed in Canada.

(N) Record of Salary Deductions. Whether salary payments are by check or by cash, the Actor must be issued a stub or other record of gross salary, an itemization of extraordinary payments (e.g., overtime, clothing rental, etc.), itemized deductions, and net salary for the Actor's records. In addition, should the Producer directly deduct monies from salary for room rent, a separate receipt will be provided to the Actor.

52. SECURITY AND SECURITY AGREEMENT

The Producer shall be ineligible to engage Actors to perform in Stock unless and until such Producer 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 Producer.

No Actor shall work or be required to work or continue in the employment of any person or Producer 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.

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 "Bonds", "Security Agreement", "Authority by Principal" and "Producer's Statement".

53. SET MOVES

(A) Definition of work permitted without additional compensation.

(1) The Actor shall be permitted, without payment of additional compensation, to set props and small set pieces and to move furniture and set pieces specifically designed to be easily deployed by such Actor, provided that such action is within the scope of the Actor's character in the play and that such movement would customarily be performed by such a character during the action depicted in the play.

(2) The Actor shall be permitted, without payment of additional compensation, to set props and small set pieces and to move furniture and set pieces specifically designed to be easily deployed by such Actor, provided that such action coincides with the Actor's entrance into (or exit from) a scene in which the Actor takes part as an integral and necessary participant in the staged plot. Such movement need not be attributed customarily to any character during the action depicted in the play. Resetting of props in a scene by Actors participating in said scene, shall be permitted.

(B) Definition of work permitted with additional compensation.

(1) The Actor shall be permitted, upon payment of additional compensation as set forth below, to make entrances and exits for the primary purpose of setting props and small set pieces and for moving furniture and set pieces specifically designed to be easily deployed by such Actor, provided that such assignments do not prevent or preclude the Actor from fulfilling his customary duties as an Actor.

(2) Actors shall be paid additional compensation as set forth below, if assigned special blocking (staging), the primary purpose of which is to set props, small set pieces, move furniture and set pieces specifically designed to be easily deployed by such Actor. Such assignments shall not prevent or preclude the Actor from fulfilling his customary contractual duties as an Actor. Special blocking (staging) shall be defined as blocking (staging) which requires the Actor to arbitrarily remove himself or his character from the action flowing out of and related to the plot of the play in order to accomplish the prop or set move, interrupt the flow of the action on the stage, or any such move accomplished during such interruption of the action of the play, including but not limited to those accomplished during blackouts, dim-outs, or such other conventional interruptions during which scene shifts take place.

(C) Definition of work not permitted.

(1) Set or prop moves which are inherently hazardous due to location on stage, weight of the set piece or prop, construction, pyrotechnic or electrical

effects, proximity to machinery or simultaneous movement of other scenery or effects, shall not be undertaken by the Actor .

(2) Set or prop moves or other assignments not customarily undertaken by the Actor which interfere with the normal work of the Actor or for which the Actor may be engaged to the exclusion of work normally assigned to an Actor shall not be undertaken by the Actor.

(D) Compensation.

(1) An Actor assigned to perform set moves as defined hereunder shall be paid not less than \$5.00 per week for each move assigned commencing with the first paid public performance of the play. All moves shall be assigned to the Actor by Rider to the Actor's employment contract. It is agreed that assignments may be withdrawn or reassigned at the discretion of the Producer and that additional compensation payable hereunder may likewise be adjusted upon execution of a Rider to the Actor's employment contract.

(2) An Actor who performs as a Swing, Understudy, or temporary replacement in a part which involves set or prop moves for which additional compensation is required, shall be paid pro-rata for each performance.

(3) Payment hereunder shall be in addition to the Actor's contractual salary.

54. 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 Producer 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 Producer agrees to provide Social Security benefits under the elective provisions of the Social Security law, if he 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 Producer hereby agrees that he 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 Producer. In the event, however, the Producer 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 Producer agrees to elect to come under the Unemployment Compensation (Insurance) Law of the state where he has his 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.

(B) The Producer 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 Producer 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.

(C) The Producer agrees to execute and file the necessary forms required by the State Unemployment Compensation (Insurance) Law under which he has elected to cover the Actor and shall notify the Actor of his election.

(D) Simultaneously with the posting of security, the Producer shall submit proof, satisfactory to Equity, that the Producer has applied for Unemployment Insurance Coverage, and deliver a true copy of his application to Equity. The Producer warrants and represents that he will not withdraw such application, nor modify or change it without the written consent of Equity.

(E) In the event any Producer 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 Producer 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.

(F) Equity may require the Producer to furnish satisfactory evidence that he has obtained and maintained maximum Unemployment Insurance coverage for Actors employed by him in accordance with this Rule. If Equity is not so satisfied, it may retain the Producer's Security (Bond) as a fund against claims.

55. STAGE FIGHTING

(A) In consideration of the inherent hazards of participation in staged fights, the following regulations shall be followed whenever a production requires the enactment of a fight, either with or without weapons, which constitutes a threat to the Actor's health or person.

(B) The inclusion of music shall not affect the determination of what constitutes a staged fight, and after consultation with the Producer, Equity shall have the right of such final determination.

(C) The Actor shall participate in stage fighting only upon his consent in a contract Rider.

(D) Whenever fight action is deemed to be "Extraordinary Risk", or when five or more combatants are involved in a fight action, and when the Fight Director is not available at the theatre to observe all performances, a Fight Captain shall be assigned from the cast by the Fight Director or Fight Choreographer and shall be so designated by Rider. The function shall require an additional payment of no less than \$25.00 per week to the Actor so assigned. The Fight Captain shall have the authority to require changes in production elements of the fight or the actual routine of the fight action when such may be essential for the safety of the performers. No changes may be made without the agreement of the Fight Director or Fight Captain.

(E) All Actors who participate in a fight shall run through the routine before each performance, either at the beginning of half-hour or, at the option of the Actors involved, during the 15 minutes just prior to the half-hour call. Any change in the nature of this rehearsal, other than cancellation, shall be at the express discretion of the Fight Director or the Fight Captain. Performing Actors shall

rehearse fights with understudies. Time shall be allotted for this purpose during the specified rehearsal hours of the production.

56. STAGE MANAGERS

In every company in which an Actor is employed, all Stage Managers, Assistant Stage Managers and Advance Stage Managers shall be signed to the appropriate contract. Because the duties of the Advance and Resident Stage Manager include a comprehension of the technical and artistic aspects of a production, these positions should not be considered entry-level positions, but should be filled by individuals with stage managerial experience. In theatres with casts of six or more, an Assistant Stage Manager shall be assigned, who may be a cast member. If no cast member agrees to be an Assistant Stage Manager, the Producer is relieved of this responsibility. Whenever possible the Producer shall consult with the Stage Manager or the Advance Stage Manager regarding the selection of an Assistant Stage Manager.

(A) Consecutive Stock Jobbing Packages. In every musical package or traveling company using Stock Jobbing contracts, an Assistant Stage Manager who will be permitted to act shall be employed. A Stage Manager or Assistant Stage Manager must travel with said company. In every dramatic Package or traveling company of six or more using Stock Jobbing contracts, an Assistant Stage Manager who will be permitted to act shall be employed. A Stage Manager or Assistant Stage Manager must travel with said company.

An Advance Stage Manager shall be required in all Package productions, and shall be hired no later than the first day of rehearsal, with employment to be continuous through the entire rehearsal period and at least one week at each theatre at which the Package plays, through the opening at the last theatre the Package is to play. However, if the production is rehearsing at a place other than its originating theatre for 10 days or less, the Advance Stage Manager shall be employed three days before the first day of rehearsal.

In the event the Package plays more than one week in any theatre before going to another theatre, the first of such two theatres shall pay the Advance Stage Manager an expense payment of \$175.00 for each such week.

Should the Advance Stage Manager do work for the production during his layoff week(s), he shall be paid one-seventh of contractual salary for each day, or part thereof, worked. In the event the Package plays more than one week in the same theatre, the Advance Stage Manager is required to be hired for only the week prior to the opening at the next theatre.

(B) Unit Attraction. A Stage Manager and a non-performing Assistant Stage Manager who may understudy shall be employed in every Unit Attraction. The Stage Manager shall be hired no later than three days in advance of the commencement of rehearsals. One of the above shall travel with the Company between theatres.

(C) Not Permitted to Act. The Stage Manager is not permitted to act except in an extreme emergency, and shall not be permitted to understudy.

(D) Attendance at Performances and Rehearsals. A Stage Manager, Assistant Stage Manager, or Advance Stage Manager shall be in attendance at all

rehearsals. One of the foregoing shall call the show during all performances and is permitted to be at all production work calls, but this shall in no event constitute Overtime.

In the event the Stage Manager cannot be in the theatre during any performance due to illness or other unforeseen emergency, and if the Assistant Stage Manager is not able to perform the duties of the Stage Manager, a Actor under contract to the theatre at the time may agree to perform the duties of the Stage Manager provided he receives a minimum of \$20.00 in addition to his contractual salary for each performance during which he so functions.

When an Actor substitutes for the Stage Manager under the above conditions, the Producer is neither required to announce this change, nor is he required to put a printed slip in the program nor post this change in the lobby.

(E) Pre-Production and Post-Production. No Stage Manager, Assistant Stage Manager or Advance Stage Manager shall perform work of any nature for a Producer until he has received instructions from the Producer and has signed the appropriate contract.

The Resident Stage Manager shall be engaged at least one week before the opening of the theatre for the season. Advance Stage Managers shall be engaged at least one day before first rehearsal of each individual production. Whenever the theater does not employ a Resident Stage Manager, but utilizes a jobbing Stage Manager for an individual production, said jobbing Stage Manager shall be engaged at least one week before the first rehearsal of the production. Each shall receive at least one week's contractual salary before such opening. The contractual compensation agreed upon between any Stage Manager, Assistant Stage Manager or Advance Stage Manager and the Producer shall be paid from the time the Stage Manager, Assistant Stage Manager or Advance Stage Manager is first called.

When a Stage Manager, Assistant Stage Manager, or Advance Stage Manager is called to perform services in productions either prior to the reporting date on the face of his contract, or after the last production has closed (or, in the case of the Advance Stage Manager, after the conclusion of contractual obligations), he shall be paid no less than one-sixth of his contractual salary for each day of performing said services, including services at auditions.

(F) Time Off and Overtime. The Producer and the Stage Manager must work out a plan to provide time off for the Stage Managerial staff equivalent to the Daylight Day of Rest as required for Actors. If this is not done, the Stage Managerial staff will be paid one-sixth of contractual salary for each such Daylight Day of Rest that is not given. Meal breaks shall be of the same duration as for Actors but not necessarily at the same time.

The rest period between the end of work on one day and the beginning of work on the next shall be no less than 12 hours, except that during the 48 hours prior to an opening, the rest period shall be no less than 10 hours.

Should the Stage Manager or Assistant Stage Manager be required by the Producer to remain in the theatre more than 30 minutes after the final curtain, that Stage Manager or Assistant Stage Manager shall be compensated at the

current hourly overtime rate, and in no event shall less than one hour of overtime compensation be paid.

If any members of the Stage Managerial staff are in attendance at rehearsals or performances for hours which would have given an Actor Overtime had the Actor rehearsed and/or performed those same hours, said members of the Stage Managerial staff shall receive the overtime compensation that would have been due the Actor.

(G)Conversion. When a production is at a proscenium theatre and is to play the following week at a theatre-in-the-round or the reverse, and a conversion rehearsal is required, the Stage Manager shall be compensated in accordance with Rule 47(F)(5).

When, in the absence of the Director, a Stage Manager is required to re-stage for conversion purposes, said Stage Manager shall be paid one-seventh of contractual salary for each day of such rehearsals in addition to payment which may be required pursuant to Rule 47(F)(3), 47(F)(5), or 47(H).

(H)Duties and Obligations of a Stage Manager. It is agreed that the Stage Manager's function is a full-time one. The Stage Manager must not be required to function in areas that impinge his primary duties as a Stage Manager.

(1) A Stage Manager under an Equity contract is, or shall be, obligated to perform at least the following duties for the production to which he is engaged, and by performing them is hereby defined as the Stage Manager. The Stage Manager shall:

- (a) Be responsible for the calling of all rehearsals, whether before or after opening;
- (b) Assemble and maintain the Prompt Book, which is defined as the accurate playing text and stage business, together with such cue sheets, plots, daily records, etc., as are necessary for the actual technical and artistic operation of the production;
- (c) Work with the Director and the heads of all other departments, during rehearsal and after opening;
- (d) Schedule rehearsal and outside calls in accordance with Equity's regulations;
- (e) Assume active responsibility for the form and discipline of rehearsal and performance, and be the executive instrument in the technical running of each performance;
- (f) Maintain the artistic intentions of the Director and the Producer to the best of his ability after opening. This duty includes the calling of correctional rehearsals of the company, when necessary, and the preparation of the Understudies, Replacements and Extras when and if the Director and/or the Producer declines this prerogative;
- (g) Keep such records as are necessary to advise the Producer on matters of attendance, time, or other matters relating to the rights of Actors;

(h) Maintain discipline as provided in the Equity Constitution, By-Laws and Rules where required. (Any disciplinary action may be appealed in every case to Equity.)

(2) The following are not Stage Managerial duties and members of the Stage Managerial staff shall not be required to:

- (a) Participate in the ordering of food for the company;
- (b) Transport the company from theatre to theatre or be responsible for the maintenance of any vehicle;
- (c) Perform the duties which are properly those of stage hands, or box office personnel;
- (d) Design, build, hang, operate or shop for lights, sound, scenery, props, or wardrobe, etc.;
- (e) Arrange for living accommodations for the company, but may act as the means of communication between the Actor and the Producer.

(3) Activities Prohibited.

(a) Members of the Stage Managerial staff are prohibited from handling contracts, having riders signed or initialed, or from fulfilling any other function which normally comes under the duties of the General Manager or Company Manager.

(b) Members of the Stage Managerial staff shall be prohibited from signing the closing notice of the Company or the individual notice of termination of an Actor's contract.

(c) Members of the Stage Managerial staff are prohibited from the making of payments or any distribution of salaries.

(d) Members of the Stage Managerial staff are prohibited from doing janitorial, custodial or building maintenance work as part of their Stage Managerial duties.

(I) Duties of Advance Stage Manager. During the rehearsal period the Advance Stage Manager must familiarize himself with all aspects of the production and all pertinent facts relating to the Company which he is advancing. He must provide this information to the theatres in which performances will take place, at the earliest convenient time, and upon arrival at such theatres, assist the theatre manager and the Stage Manager in properly presenting the production.

(J) Duties of a performing Assistant Stage Manager in touring packages. The performing Assistant Stage Manager's function and duties must never impinge upon his duties as an Actor.

The performing Assistant Stage Manager shall:

- (1) Prior to the first paid public performance, attend all rehearsals, whether or not needed as an actor.
- (2) Assist the Advance Stage Manager and the Resident Stage Manager whenever necessary.
- (3) Be responsible for overseeing the loading and unloading of all traveling props and set pieces, sound tapes and prompt book.

(4) Be responsible for the taking of attendance of traveling actors for bus calls to the next theater. The Assistant Stage Manager is required to travel with the Company.

(5) In the absence of the Advance Stage Manager, the performing Assistant Stage Manager shall be the liaison between the company and the subsequent theater in regard to the collection and distribution of pertinent information (e.g., housing).

(K) It shall not be a condition of employment that any member of the Stage Managerial staff own a motor vehicle.

57. SUBSIDIARY RIGHTS

Should a Producer, or should any management, group or enterprise, corporate or otherwise, which the Producer controls or in which he has more than a 10% financial interest, present an original play for the first time, and subsequently bring the play to Broadway or take the play on tour under the Production contract or televise or film the play within three years of the production in his theatre, all Actors engaged in such production must receive a *bona fide* offer to perform the same role(s) or function(s) for which they were engaged in the original production. If such *bona fide* offer is not made, the Actor, Stage Manager, and/or Understudy shall receive four weeks minimum Production Contract salary, or the applicable AFTRA or SAG minimum, whichever is higher.

Should a Showcase production or other production produced under terms of an Equity Code or Equity Contract other than a Standard Equity Contract, which contains a Subsidiary and Conversion Rights Clause, be produced under this contract within three years of its last performance as an Equity Code production, all Actors who have been engaged in such Code production must receive a *bona fide* offer to perform the same role(s) or function(s) for which they were engaged in the Code production. If such *bona fide* offer is not made, the Actor shall be compensated therefor in the amount of three weeks minimum salary called for under this Agreement in lieu thereof. The foregoing clause is not applicable where the production under this Agreement is not the first commercial presentation of the play within said three years.

58. TELEVISIONING, RECORDING AND MOTION PICTURE

(A) There shall be no televising, broadcasting, visual and/or sound recording, motion picture filming or video taping, in whole or in part, of any production in which Actors are employed under the terms of this Agreement without the express permission of Equity and under terms and conditions established by it. This prohibition shall be in effect from the beginning of employment until 16 weeks after the production has closed. Any requests for televising, broadcasting, visual and/or sound recording, motion picture filming or video taping in whole or in part of any production, shall be submitted in writing by the Producer to Equity as promptly as possible in advance of the effective date of the televising or any other form of recording of the production. Failure to comply with this requirement justifies Equity, in addition to all its other rights, to refuse permission.

If Equity consents to any motion picture filming, televising, broadcasting, visual and/or sound recording, or video taping, each member of the cast, including

Stage Managers, shall receive no less than one week's contractual salary, in addition to any other fee, payments, terms and conditions negotiated by Equity and the Actor, except that cast albums may be made under the provisions of the original cast album Rider. The Producer agrees that any Actor who sings or verbalizes in the production in any number, plus the Stage Manager, shall be employed for the recording of said album and shall receive no less than one week's contractual salary for each day or part thereof. In the event permission to televise, broadcast, record, or film has been granted, a copy of the letter from Equity authorizing such activity shall be posted on the Callboard of the theatre.

(B) TV Newscast, Three-Minute Excerpt. A film or video tape may be taken of the production only for the exclusive use on a TV newscast review of the production or a featured story on the production contained within the TV news program and only under the following conditions.

(1) During a Rehearsal:

(a) Filming or taping an interview session shall not exceed one-half hour of the rehearsal;

(b) The Stage Manager shall file a report with Equity giving the time utilized for the filming or taping and interview session. Said report shall be initialed by the Deputy;

(c) Upon contemplation of filming or taping during a rehearsal, the Producer shall make every reasonable effort to give the cast 24 hours' notice, to schedule only three filming or taping sessions during which all stations must do their filming or taping, and to notify the cast of any change in the time of the filming or taping, or any re-scheduling of same.

(2) At a Performance:

(a) Only one-half hour of film or tape may be shot;

(b) If possible, the cast will be given 24 hours' notice;

(c) When filming or taping is to be done, the cast must be given notice at the half-hour call;

(d) There shall be no filming or taping where there is any interference with the Actors (e.g., the requirement for additional lighting or the movement of equipment).

(3) No more than three minutes of any filmed or taped portion of the performance or rehearsal shall be shown on the TV news broadcast. Such three minute film or tape must not contain an entire, self-contained number or scene.

(4) No payment shall be required provided that no payments are made to any other personnel employed in the production.

(5) A Stage Manager is required to be present at every filming or taping under this paragraph (B)

(6) For any violation of this paragraph (B), other than violations of unauthorized subsequent uses of the film or tape, the Producer shall pay one week's contractual salary to each Actor whose rights have been breached hereunder. Such payments shall not preclude any right in law or

equity, civil, or criminal, that may arise under a breach of this paragraph (B), which the Actor has against the Producer or any third party.

(C) The provisions above shall also apply to a radio broadcast.

(D) TV or Radio Spot Commercials. Equity will permit the Actor to make a TV or Radio Spot Commercial of one minute or less in duration promoting the theatre or production, if no less than the applicable SAG or AFTRA minimum is paid the Actor. If a TV commercial is made from still photographs of persons in the cast, each Actor contained within the photograph, whether recognizable or not, shall receive no less than the applicable SAG or AFTRA minimum.

When a Stage Manager, Dance Captain or other Actor is required to do any work other than performance in connection with a TV or Radio Commercial, the Producer shall pay said Actor no less than the applicable SAG or AFTRA on-camera Principal minimum in addition to payments required if the Actor also performs.

59. TERMINATION

(A) Notice.

(1) It is the essence of all employment contracts that all notices of termination 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 Producer) giving notice. Full power is reserved to Equity to grant relief from this Rule, where in its opinion, the person or persons to whom notice is given has not or have not been misled or injured.

(2) All notices of termination from the Actor shall be given in writing to the Producer or the Producer's designated representative. Notices to the Actor must be given to him personally in writing unless the Producer has procured the address of the Actor, in which case, unless otherwise provided, it may be given by mail or telegram. All Company termination notices shall be posted on the Callboard.

(3) Notice of termination must be given by either party to the other before the Actor leaves the theatre after the first public performance of each play, or if any play runs for more than one week, before the Actor leaves the theatre on the first public performance of any subsequent week.

All termination notices shall be effective at the end of a Work Week. Notice of termination may not be given during the rehearsal period except by mutual agreement.

(B) Just Cause. No Actor may be discharged except for "just cause" which shall include, without limitation, artistic and disciplinary reasons. When requested by the Actor, the Producer must furnish his reasons for dismissal to the Actor and to Equity, in writing, within two weeks of such request. Equity may then investigate the basis for said dismissal. If Equity desires to challenge any discharge, then the matter shall be submitted to arbitration in the manner provided in Rule 4.

(C) Individual Termination before Rehearsals. Individual contracts may be terminated as follows:

(1) By the Actor who is earning less than \$950.00 giving written notice to the Producer at any time prior to three weeks before the reporting date on the face of his contract. During the three weeks prior to the reporting date, such Actor may terminate the contract by paying the Producer one week's salary multiplied by the number of weeks guaranteed on the face of the contract, and giving written notice of termination of all contracts for the same part in the same play to all subsequent producers.

(2) By the Actor earning \$950.00 or more, but less than \$2,000.00 giving to the Producer three weeks' notice prior to the reporting date on the face of his contract together with one week's salary multiplied by the number of weeks guaranteed on the face of the contract, and giving written notice of termination of all contracts for the same part in the same play to all subsequent Producers.

(3) Should the Actor be contracted at a salary of \$2,000.00 or more, said contract may be terminated by either party only on six (or more) weeks' written notice before the reporting date on the face of the contract together with the payment by the terminating party to the other of one week's contractual salary multiplied by the number of weeks of employment guaranteed on the face of the contract.

(4) Termination by the Producer. The Producer may terminate the contract by giving written notice to the Actor and paying him a sum equivalent to one week's salary multiplied by the number of weeks of employment guaranteed on the face of the contract.

(D) Individual Termination After Opening.

(1) Resident (Minimum) Contract for Stock. Either party may (except as herein provided in (E) or (F) of this Rule) by giving two weeks notice in writing to the other at any time after performances have begun, terminate said contract; said termination to be effective at the end of two weeks after said notice is given.

(2) Stock Jobbing Contract. If an Actor is engaged under a Stock Jobbing Contract to perform in a production that is scheduled to run for more than two weeks, either party may terminate the contract by giving two weeks notice in writing to the other. If the production is scheduled to run for two weeks or less, the contract shall terminate automatically at the end of the run of the production.

(3) Packages. (Consecutive Stock Jobbing.) If an Actor earns \$950.00 per week or less, after the initial opening of the Package subsequent consecutive Jobbing Contracts may be terminated by the Actor giving two weeks' notice and paying the Producer of the first theatre at which he will not perform two weeks' contractual salary or a sum equal to his outstanding contractual obligation, whichever is less.

(4) Unit Contract. Either party may terminate this contract at any time on or after the date of the first public performance of the play by giving the other party two weeks' written notice. Railroad fares and transportation of

baggage to and from the place of engagement are to be paid by the Producer.

(E) Extension of Season. Should the Stock season be extended by the Producer beyond the originally announced closing date, the Actor, at the Actor's option, may within 36 hours of the announcement of said extension, terminate his contract upon written notice, said termination to coincide with the originally announced closing. Written notice under the above conditions may be less than two weeks. Should the Actor agree to remain at the theatre for the extension of the season, a written agreement so stating shall be executed, and a copy filed with Equity.

(F) Termination Due to Illness or Accident.

(1) During Rehearsals. When the Actor shall have absented himself from rehearsals for seven days by reason of illness or accident, the Producer may terminate the contract in writing at the end of said seven days. Equity may, at its discretion, upon appeal of the Producer, reduce this period.

(2) During Performance Weeks. The contract of an Actor who accumulates seven days of absence from performance due to illness or accident shall be subject to immediate termination (in writing) at the Producer's option, following said seven days of absence. Equity may, at its discretion, upon appeal of the Producer, reduce this period. In the case of a Package, the terminating Producer shall immediately notify all successive Producers of the Package of said termination, and each shall have the right to terminate the Actor's contract without penalty within the two weeks following the initial termination.

(G) Additional Provisions. Actors, whose contracts are terminated under the above sections (E) or (F) shall be entitled to return transportation and payment for all services to date.

In addition, Actors whose contracts are terminated under the above section (F) shall be entitled, if otherwise qualified, to the payments specified in Rules 28 and 29.

(H) Actor's Obligation After Giving or Receiving Notice. Once an Actor has been given notice (or gives notice), he shall not be called in for rehearsal of any subsequent production in which he will not perform.

(I) Payment by Actor. If, after opening, the contract is terminated by the Actor (except as provided for in paragraphs (E) or (F) above), he agrees to pay his own fare back to his residence, and to reimburse the Producer for any fare the Producer may have to pay for the Actor's successor to the point where said successor joins the company (see Rule 60(A)(1)), whether for rehearsal or performance; except that a Chorus Actor shall be liable for the fare of the performer's successor as stated herein only if said Chorus Actor terminates the contract solely for the purpose of fulfilling another engagement, or where the employment is terminated during the originally scheduled run of the final production.

Anything herein to the contrary notwithstanding, should the Actor give notice at any time after 10 consecutive weeks of employment hereunder from the date of opening, terminating this contract, he shall not be liable for his own and/or his successor's return transportation which shall be paid by the Producer.

(J) Payment When Actor is Not Allowed to Work Out Notice. Where notice is given the Actor, he shall be paid immediately when he is no longer called upon to perform and he may forthwith accept other employment.

(K) Rights After Giving Notice When Actor Secures New Engagement. Should either party give the other any notice permitted under the contract which terminates the contract at any future date, and should the Actor have or secure a new engagement, the Actor shall be permitted to attend rehearsals under the new engagement as may be necessary and as do not conflict with the Actor's performances under the Actor's then existing contract.

(L) Additional Payments and When to be Given. When individual notice of termination is given by the Producer, he agrees to pay the Actor, in cash, the amount of the cost of transportation of the Actor and his baggage back to his residence, whether the Actor returns immediately or not. (See Rule 60(A)(1))

(M) Actor Re-Engaged or Replaced. Should a Producer dismiss or give an Actor notice whereby he terminates the Actor's employment, he may not later re-engage him for the same part or replace him with another Actor at a lesser salary than the highest salary in the original contract, without the written consent of Equity except for an Actor whose salary is above \$2,000.00, who is terminated under the provisions of (F)(1) and (2) above.

(N) Permanent Replacement. If a Principal Actor's employment is terminated, a contract for replacement must be negotiated and signed between the Producer and the Understudy or other replacement no later than two weeks after the Principal's last performance in the production.

60. TRANSPORTATION AND BAGGAGE

(A) Transportation of Actor by Producer - General Provisions.

(1) Except as specifically changed or modified herein, the Producer shall, at his own expense, transport the Actor when required to travel, from the Actor's residence (meaning the place of engagement or its environs) as specified on the face of the contract, to the theatre and return. Such residence shall not be identified as the theatre location except when the Actor's *bona fide* residence prior to auditioning is in the vicinity of the theatre. The Producer shall provide such methods of travel to the theatre as are most direct within the public means of ground transportation available. Where either train or bus might be used, the preferred method of transportation shall be train unless Equity authorizes otherwise.

(2) The Producer shall furnish the Actor with the necessary transportation tickets or their cash equivalent. All transportation tickets or their cash equivalent from the Actor's residence (as described in paragraph (A)(1) above) to the theatre shall be delivered to the Actor at least five days in advance of departure. The Producer shall deliver to the Actor, his return transportation at least five days before the close of the Actor's engagement.

If, in an emergency, it should become impossible for the Producer to comply with the above conditions, the Producer shall reimburse the Actor upon his arrival, in an amount equal to the actual sum spent by the Actor for transportation, but in no event less than the cost of transportation as prescribed in paragraph (A)(1) above.

(3) Anything in the foregoing to the contrary notwithstanding, the Actor and the Producer may agree in writing as to routes and modes of transportation. In no event, however, shall any such agreement provide for a payment to the Actor of a sum less than the cost of applicable transportation from the Actor's residence as defined in paragraph (A)(1) above to the theatre and return.

(4) All arrival expenses covered under this Rule are due and payable no later than the first salary payment checks after the Actor's arrival at the theatre, except that upon request of the Actor, reimbursement for tickets and incidental travel expenses shall be made immediately upon the Actor's arrival at the theatre.

If the Actor returns to the same city from which he departed, all departure expenses due, shall be paid to him with his final week's salary. This reimbursement shall be made in accordance with the travel reimbursement forms supplied by Equity and with proper documentation or receipts by the Actor of such expenses. If the Actor goes to a different city or incurs any further related transportation costs, he shall be reimbursed for these expenses upon presentation of his receipts to the Producer.

(5) In every musical traveling Company, a Stage Manager or Assistant Stage Manager must travel with said Company. In every dramatic Package or traveling company of six or more, a Stage Manager or Assistant Stage Manager must travel with said Company.

A Stage Manager or Assistant Stage Manager shall not be required to travel with the Company during return of the Actors following the final performance of the tour.

(6) Travel, by any type of carrier or combination thereof, shall not exceed 10 hours. Travel time shall be computed from the time the individual is called for transport from the departure point as designated by the theatre to train, bus, or airport, and shall end with arrival at the Actor's designated lodging. (See also (E) of this Rule.) The Producer shall use best efforts to insure that travel shall take place during the hours between 8:00 AM and 8:00 PM where schedules permit.

(7) Where the preferred mode of travel as agreed to by Equity is chartered bus, and where the distance between two theatres is 500 miles or greater, the allowed travel time shall be 12 hours. Actor shall be notified by Rider of any such extended trips.

(8) When, at the Producer's request, the Actor travels to the theatre location on the day prior to the reporting date on the face of his contract, the Producer shall reimburse the Actor for the cost of overnight lodging and meals. (Exception: See Rule 47(A)(2)).

(9) When travel from the Actor's designated point of departure to the theatre location on the same day as the beginning of rehearsal extends that work day beyond 10 hours, (i.e. combined rehearsal hours and travel), the Actor shall be reimbursed at the prevailing rate for such Overtime.

(10) All travel Overtime shall be \$10.00 per one-half hour. (See also paragraph (E) below, "Combination of Carriers".)

(11) Whenever combinations of travel, rehearsal, and performance extend a workday beyond 10 hours, the Actor shall be compensated at the prevailing rate for such Overtime.

Said workday is exclusive of the two hour rest period after arrival. Any invasion of this two hour rest shall require payment at the overtime rate to each Actor involved.

All provisions of this Rule shall also be applicable to all members of the Stage Managerial staff.

(B) Train Travel. Day coach transportation is limited to 10 hours daily. Night transportation shall include individual Pullman sleeping accommodations, which shall be no less than a roomette if same is available. Should the Producer present proof satisfactory to Equity that Pullman sleeping accommodation could not be obtained, the Producer shall pay the Actor the amount equal to the cost of a roomette only, without taxes or other excess charges. Failure to do so shall obligate the Producer 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.

(C) Air Travel.

(1) The Actor shall not be compelled to travel by air without his consent and in each and every case, it shall be entirely in the determination of the Actor to decide whether he wishes to travel by air or not. Air travel, if consented to by the Actor, must be by the most direct route on first-class FAA certified scheduled airlines, and not by non-scheduled or private airlines.

(2) Scheduled air tourist flights (on first-class FAA certified scheduled air lines) may be substituted for first-class air travel, provided such flights take place during the hours between 8:00 AM and 8:00 PM, are of less than six hours duration and meals are provided at the Producer's expense. If the Actor consents to travel by air, the Producer agrees to reimburse the Actor for the premium cost of air travel insurance up to the amount of \$150,000.00 purchased by the Actor, provided a receipt is submitted at the time of the claim.

(3) Air excursion tickets or group air travel plans may be used only between the hours of 8:00 AM and 8:00 PM. An Actor may not be required to arrive early or stay at the theatre after the conclusion of the Actor's engagement in order to take advantage of excursion or group rates. An Actor who has an employment commitment prior to his engagement hereunder which prevents participation in a group air travel plan or excursion rate as arranged by the Producer, shall be entitled to reimbursement for the full cost of his travel from point of engagement to the theatre.

(4) If delay en route in air travel occurs, all expenses usually paid for or furnished the traveler under first-class air travel, and not paid the Actor by the airlines shall be reimbursed to the Actor by the Producer.

(5) The Producer shall designate that the Actor's baggage be transported either by airfreight, or air excess baggage. If the Producer designates airfreight, the Actor shall be given at least 24 hours notice thereof, so as to arrange for such transportation.

The cost of baggage transportation, not to exceed 300 pounds, will be borne by the Producer.

(D) Bus Transportation. Bus travel shall be by public carrier duly licensed to carry passengers by interstate or intrastate commission, (regularly scheduled). Such travel shall be between the hours of 8:00 AM and 8:00 PM and shall not exceed 10 hours. (For exception, see Rule 60(A)(7)) Buses shall be air-conditioned and provide for the maximum comfort of the Actor.

All chartered bus travel shall be subject to the following conditions:

- (1) A chartered commercial bus may be used to transport the cast.
- (2) The Producer agrees that a chartered bus shall be equal in comfort, condition and safety to those used by first-class long distance bus companies. The bus shall be equipped so that Actors can be seated free from interference by luggage and/or elements of the production. Such luggage and/or elements of the production shall be stowed safely with respect to the Actors.

Providing the bus has been tested and is established to be in good condition at the time of departure with the Actors, the Producer will not be held liable for overtime payments due to mechanical or other failure en route. Equity will consult with a committee composed of Deputies, the ASM and/or Stage Manager who were on the bus prior to the filing of any claim.

- (3) A bus call cannot be earlier than one-half hour prior to scheduled departure. The Actor shall be prompt for such calls. If an Actor is responsible for a delay at any time, such delay shall not be counted as part of travel time.

- (4) There shall be a minimum of one 10-minute comfort stop during each two hours of travel unless there are lavatory facilities on the bus, which are clean and sanitary at the outset of travel.

- (5) Within the first four-hour travel period, there shall be a meal stop of not less than one hour. A second meal stop will be scheduled no more than five hours following the resumption of travel after the first meal stop. Such meal stop shall not be computed in travel time and may be eliminated by unanimous vote of the Company.

If, however, the trip does not commence until after twelve noon, the first meal stop need not occur for five hours. The Producer shall inform any bus company hired to transport Actors of the regulations contained herein concerning scheduling of meal and comfort stops en route.

- (6) The rest period prior to a morning bus call shall be 10 hours. If the full rest period is not given, the Actors shall receive the night transportation payment of \$30.00.

- (7) Bus travel shall not exceed 10 hours, computed from the time the individual is called for transport from the theatre, and ending with arrival at the Actor's designated lodging. (For exception, see Rule 60(A)(7))

- (8) If night bus travel after an evening performance is required, the Producer of the theatre of arrival shall pay the Actor \$30.00 for such travel.

(E) Combination of Carriers. When it becomes necessary to travel between theatres on consecutive contracts in the same production by several different kinds of carrier, all of the current rules for each carrier shall remain in effect. However, the total combined travel and waiting time shall not exceed 10 hours. Whenever delays result in areas within the Producer's control, which extend travel and waiting time beyond 10 hours, the Actor shall be compensated at the rate of no less than \$12.00 per hour or part thereof.

(F) Automobile Travel. If, in lieu of using public transportation (but not in lieu of transportation chartered by the Producer), an Actor uses his own car or rides with another Actor in transporting himself inter-city for his engagement, he shall receive a sum equivalent to the cost of the applicable public transportation from the Actor's residence (as defined in paragraph (A)(1) above) to the theatre and return, or between theatres, as provided in paragraph (G) below.

Whenever Overtime and/or other penalties not caused by emergencies en route are incurred in travel between theatres by cast members using public or chartered ground transportation, any Actor who is using his own auto or rides with another Actor for the same journey shall also be entitled to the same Overtime and/or other penalties.

(G) Travel, Between Theatres - Consecutive Contracts.

(1) It is understood and agreed that in transporting the Actor from one theatre to another under consecutive Stock Jobbing contracts, compliance with provisions of this Agreement with respect to Daylight Day of Rest, rest periods before travel, maximum hours of travel, combinations of travel, rehearsal, and performance, and the like, are the responsibility of the Producer of the theatre receiving the production (but without prejudice to claims between respective Producers.)

(2) Where the Actor has been playing a previous consecutive engagement, all tickets or their cash equivalent covering transportation from one theatre to another must be in his possession at least three days prior to his leaving for his next engagement. If prepaid air travel to the next theatre has been booked by the Producer (with tickets available at the airport), accurate details of these travel arrangements must be provided to the Actor in lieu of tickets or their cash equivalent.

(3) Prior to leaving a theatre, the Assistant Stage Manager shall be given an emergency telephone number where the Producer of the theatre receiving the package can be reached.

(4) All travel arrangements between theatres shall be made by the Producer of the theatre at which the Actor has his next engagement. It shall be the obligation of this Producer to pay the entire cost of transportation between theatres unless the distance is greater than the distance from the Actor's place of engagement to his theatre. In this event, the Producer of the theatre where the Actor is currently engaged shall be responsible to pay the equivalent of the cost of transportation from that theatre to the Actor's place of engagement. The Producer of the theatre at which the Actor has his next engagement shall be obligated for all additional costs.

(5) Should an Actor elect to travel independently of the Company between theatres, the Producer may require him to report to the theatre on the date

stated on the contract, in time sufficient to check into the assigned housing. The Actor may not arrive later than above-specified, except by prior arrangement with the Producer.

If an Actor traveling independently does arrive at the succeeding theatre after the arrival of the Company or after the time designated in advance by the Producer, the Producer will not be responsible to assist such Actor to find his housing or pay his expenses therefor for that night and the Actor shall be responsible to pay for any unused prearranged housing or portion thereof.

(6) Should the Producer fail to send tickets, confirmation of prepaid air tickets, or transportation monies in advance, the Producer of the theatre where the Actor is currently engaged may furnish the Actor with the full cost of transportation to his next engagement, or he shall provide the Actor with return transportation to his home in the place of engagement, and the Actor shall not be obligated to continue on to the next theatre.

(7) The rest period before travel which occurs on the day of an opening in a new location may be reduced to 10 hours.

(8) When an Advance Stage Manager is required to travel from one theatre to another in a manner that necessitates an in-between overnight layover, the cost of lodging shall be reimbursed by the receiving theatre.

(9) If travel to the next theatre is required immediately following a performance which commences at 6:00 P.M. or later, the Actor shall be paid \$30.00 for such travel by the Producer of the theatre of arrival.

(10) If the Actor has had another engagement in the same play or part during the week immediately preceding the opening of the play, he shall not be required to rehearse or perform until two hours after his arrival at his lodging.

(H) Baggage. The Actor shall be responsible for transporting his personal hand baggage to and from the station in the place of engagement, and the Producer shall reimburse the Actor in full for all reasonable expenses incurred, as set forth by the Actor on a form which shall be provided by Equity for this purpose. The Producer shall reimburse the Actor for transportation of the Actor's trunk and/or baggage up to 300 pounds from his place of residence (including pick up from within his living quarters) to his lodging in the vicinity of the theatre, and upon termination of the engagement, for return to the Actor's place of residence (including delivery to within his living quarters). No reimbursement need be made unless an actual receipt for the cost of such transportation is first presented.

61. UNDERSTUDIES

(A) All leading and substantial supporting roles, excluding Stars, must be understudied by Actors signed to Equity contracts, subject to the following:

(1) Said understudies shall be assigned no later than one week prior to the first public performance in any dramatic production scheduled to perform for more than five weeks, either in one location or as a Unit Attraction, or in any musical production scheduled to perform for more than six weeks, either in one location or as a Unit Attraction.

(2) Membership Candidates permitted by the ratios delineated in Rule 35 may not understudy “leading” or “substantial supporting” roles. Performance by Membership Candidates may not exceed eight consecutive performances.

(3) If the theatre expresses a need for a Membership Candidate to understudy a particular “leading” or “substantial supporting” role, permission shall not be unreasonably withheld.

(B) A Principal Actor who is performing in the production may understudy no more than three roles. The additional weekly compensation for such Understudy assignment (of up to three roles) shall be no less than \$30.00 (whether the assignment is for one, two, or three roles.)

(C) A Principal Actor may be contracted solely as an Understudy (of up to three roles) for the basic minimum salary. Additional weekly compensation of no less than \$12.50 shall be paid for any additional Understudy role assigned.

(D) When an Actor who is assigned to Understudy, performs in place of the Actor whom he understudies, the Understudy shall receive no less than an additional one-eighth of his own contractual salary.

(E) An Actor understudying a star billed above the title shall receive no less than of two-eighths of his own contractual salary for each performance given in place of said star.

(F) The Understudy shall not be required to perform until:

(1) One week after he is engaged or assigned;

(2) He has had his script and/or music for one week;

(3) He has had at least one rehearsal on the stage, with music and use of props, weapons, and costumes as necessary and mechanical devices as necessary to ensure the safety of the cast.

(4) The Producer is required to schedule an understudy rehearsal within the first performance week.

(G) When an Actor plays a role which he is contracted to understudy, but for which the Producer is not in compliance with (F)(1), (2), (3), or (4) above, said Actor shall be paid no less than three-eighths of minimum salary for the first such performance and no less than one-eighth of minimum for each subsequent performance.

(H) When an Actor plays a role, which he is not contracted to understudy, said Actor shall be paid no less than three-eighths of minimum salary for each such performance. The amount of the payment shall be agreed upon prior to the Actor’s emergency appearance and a Rider to that effect shall also be signed by the Actor and the Producer prior to the emergency appearance.

NOTE: For Understudy rehearsals, see Rule 47(E)(1). In addition, See Rule 33, “MUSICALS AND/OR PRODUCTIONS UTILIZING A CHORUS: (B)(2) “Chorus Understudying Principal”, (B)(3) “Chorus Understudying Star”, (B)(4) “Chorus Understudy for Member of Chorus playing a Part.”

62. UNION EMBLEM

The Producer hereby agrees to promulgate the fact that he operates a professional theatre employing Actors' Equity Association members by displaying in the lobby of the Producer's theatre a small plaque, supplied by Equity, and by inserting the following line in the program: ".....Theatre is a professional theatre employing members of Actors' Equity Association, the Union of Professional Actors and Stage Managers in the United States." and by printing in the program a biographical history of Actors' Equity Association supplied by Equity.

63. UNION SECURITY

(A) All Actors, except non-professionals as provided in this Agreement, who are members of Actors' Equity Association shall, as a condition of employment, continue to be members in good standing during the term of their employment. All employees covered by this Agreement who are not now members of Equity shall, as a condition of employment, become members within 31 days following the signing of this Agreement and shall thereafter remain members of the Union in good standing as a condition of continued employment. All new employees covered by this Agreement shall, as a condition of employment, become members of the Union within 31 days from the date of the commencement of their employment and shall thereafter continue to be members of the Union in good standing as a condition of continued employment. As defined and applied in this Agreement, the phrase "member of the Union in good standing" means a person who pays initiation fees and dues (or the monetary equivalent thereof) to the Union as financial obligations in accordance with the requirements of the National Labor Relations Act.

(B) The Producer shall deduct union dues and initiation fees from the weekly salary of every employee who is, or may become a member of Equity as provided for in this Agreement, provided that the Producer receives notification from Equity and the proper authorization agreed to and signed by the employee in time to make such deduction.

(C) Any monies deducted by the Producer from the wages of the employees pursuant to authorization shall be held in trust by the Producer for the benefit of Equity and delivered to Equity not later than 10 days following the date on which the deductions are made. Interest on such monies deducted from the Actor's salary, and not received by Actors' Equity Association within 14 days following the week for which they are due, shall accrue monthly at the rate of 1½% per month beginning on the 15th day overdue.

64. VACATIONS

The Actor shall accrue one day of vacation pay for each six weeks of employment for the same Producer. However, the Actor shall not be eligible for vacation or vacation pay unless he has been employed at least 12 weeks within a 12-month period for the same Producer. The Producer may direct the time the Actor is to take his vacation provided that he gives the Actor two weeks advance notice and that the Actor is entitled to take all of his accrued vacation days. If the Actor requests to take his vacation at his convenience, and the Producer agrees, vacation may be taken in days. If the Actor is unable to take his vacation, he shall receive his accrued vacation pay as severance pay; one day being one-sixth of his contractual salary.

65. VOLUNTARY CLASSES

All members of the company are prohibited from attending so-called voluntary classes or rehearsals. The Producer shall neither request nor permit his representatives to request the Actor to participate in such classes or rehearsals.

66. VOTING BY EQUITY COMPANY MEMBERS

(A) The Actor has no right or power to waive any of the minimum conditions set forth in the employment contract or other rules without the written consent of Equity.

(B) Should any situation arise where the Producer wishes the company to consider any proposition not covered by the standard Equity contracts of employment or Equity rules, he 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 Producer nor the 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. Any proposed action by the cast shall not, however, be binding without the written approval of Equity.

(C) All cast votes allowed shall be by secret ballot conducted by either the Stage Manager or the Equity Deputy.

(D) Votes by the cast specified in this Agreement are:

(1) Transportation meal break for which a unanimous vote is required. (See Rule 60(D)(5))

(2) Rehearsal meal break duration for which a majority vote by the Actors involved is required. (See Rule 47(B)(1))

(E) Juvenile Actors must be given the opportunity to vote in all cast votes. (The guardians of such juvenile Actors may be present at all discussions prior to such votes.)

(F) The determination of Equity as to any issue arising under the above provision shall be final and binding upon the Producer and each Actor.

67. WORK WEEK AND OVERTIME

(A) Work Week. A week means from and including Sunday to and through Saturday, except where the established performance schedule is Tuesday through Sunday. Then a week shall mean from and including Monday to and through Sunday.

Except as provided in Rule 39, the total workweek, including all rehearsals; performances, excluding half-hours; costume fittings; photographs; brush-ups; personal publicity appearances; etc., shall not exceed 48 hours.

(B) Overtime. Should the Actor rehearse, perform or travel more than the hours stipulated herein, the Producer shall pay Overtime at the rate of \$10.00 per one-half hour or part thereof for each instance of such Overtime.

In all instances, Overtime shall be paid as the situation requires, and compensation for Overtime shall not be made part of any contract of employment.

DURATION

This Agreement shall commence on December 27, 2004, and expire on December 28, 2008. Any new rules when adopted shall be retroactive to said date unless otherwise stated.

All individual contracts of employment existing on, or signed on or subsequent to, said date shall be modified in accordance with the new rules. Equity may advise Actors that no Actor shall work for the Producer unless this Agreement is in effect.

ACTORS' EQUITY ASSOCIATION

By: 
Rick A. Berg
Senior Business Representative

CAPE PLAYHOUSE

By: 
Evans Haile
Producer

ADDENDUM

CLOTHING RENTALS

FOOTWEAR:	(Men & Women) Boots, Sneakers, Dress, Casual	\$ 2.50
DANCE SHOES:	Professional jazz shoes, Character shoes, Tap shoes, Pointe shoes, Dance boots, etc.	\$5.00
ENSEMBLES:	(Man) Suit, Shirt, Tie, Shoes, Hat (Woman) Suit or Dress, Blouse or Dickey, Stockings, Gloves, Purse, Hat	\$15.00
SUIT:	(Man or Woman)	\$10.00
SPORTSWEAR & LINENS:	Shorts, Sweaters, Jogging Suits, Sport Shirts, Bathing Suits, T-Shirts, Jeans, Shirt, Blouse, Dress Shirt, Vest	\$ 2.00
COATS:	Overcoats, Topcoats, Raincoats, Parkas, Winter Coats, Sport Coats	\$ 3.50
NIGHTWEAR:	Pajamas, Nightgowns, Housecoats, Robes, Smoking Jackets, Bathrobes, Dressing Gowns	\$ 2.00
EVENINGWEAR:	Tuxedos, Tails, Evening Gowns, Furs, (and all accessories)	\$15.00
WIGS:		\$ 5.00
BEARDS, MUSTACHE, SIDEBURNS		\$ 3.50
DANCE WEAR:	Leotards, Tights, Briefs	\$ 2.00
DRESS:		\$ 5.00
SLACKS:	(Man & Woman)	\$ 3.00
MISC:	Socks, Neckties, Stockings, Hats, Etc.	\$ 1.00
PROPERTIES:	Eyeglasses, Suitcases, Umbrella, Canes, Camera, Sport Equipment, Attache Case, etc.	\$ 2.00

THESE ARE ALL MINIMUM WEEKLY AMOUNTS

ADDENDUM

EQUITY STANDARDS FOR ACTORS' HOUSING

- (1) The premises must be reputable, clean and sanitary.
- (2) Rooms must have bedding; bed linens, towels, etc., which are laundered weekly; window coverings; heat and air cooling equipment as is appropriate to climatic conditions.
- (3) A private room must be available to each Actor, with a lock (from both inside and outside) unless in a private home which has locks on outside doors.
- (4) Where a kitchen is provided, cooking and eating utensils to be furnished.
- (5) Bath facilities, if shared, shall offer privacy while in use by the Actor.
- (6) Housing lists must provide the following information:
 - (a) Costs. Daily or weekly rate;
 - (b) Pertinent facts about commercial lodgings (hotel or motel) -- i.e., equipment such as TV, swimming pool, private or public bath or shower, telephone availability, parking for cars, pets or children allowed, single or double beds, kind of food service on premises (if any), is there air conditioning?, provisions for security;
 - (c) Pertinent facts about private housing -- size and location of room, type of bed, number and ages of children in residence, number of other adults in household, number and types of pets, number of persons sharing bath with Actor(s), tub or shower, are there kitchen privileges?, is smoking permitted?, is there air conditioning?, does permanent resident smoke? telephone and other equipment available to Actors;
 - (d) Local transportation or lack of it, and proximity of housing;
 - (e) Availability of restaurants, laundry, and shopping facilities in the neighborhood, and distance from each housing location;
 - (f) Distance of housing from theatre.

INDEX

- A -

Accident; Insurance 29 26

Accident; Performances Lost 40 35

ACCOMPANIST

 Chorus Audition 5(C)(7) 8

 Principal Audition 5(B)(11) 6

Act of God; Performance Lost 40(A)..... 35

ACTOR

 Definition 20(A) 20

 Duties 24 23

 Exclusive Service 26 25

 Obligation to Equity 1 1

 Salary 51(A) 53

 Substitute for Stage Manager 56(D) 60

Additional Duties, Payment for 51(F) 55

ADVANCE STAGE MANAGER

 Duties 56(I)..... 63

 Giving notes 47(A)(8)(b)..... 41

 In a package 56(A)..... 60

 Rehearsals 47(A)(8)(b),(E)(7),56(D) 41,43,60

 Salary 51(A),(G) 53,55

 Responsibility re company housing 49(A)(3),(6) 47,48

AF L-CIO 1(B) 1

Affirmative Action 5(E) 9

AGENTS

 As Casting Consultants 2(C)..... 2

 For Chorus 2(D) 2

 Commissions 2(B),51(D)..... 1,54

 Franchised 2(A)..... 1

 As Packagers 2(C)..... 2

Agreement and Rules Posted 42 37

Agreement, Duration of..... 77

Air Conditioning 50(A)(5) 50

Air Travel 60(C)..... 71

Aisle Lights 50(F)..... 51

Aisles Ramped 50(E)..... 51

Aliens 3 2

Alleys to Stage Doors 50(A)(7) 50

Animals Backstage 39(H) 35

Announcement; Cast Changes 10,44(E) 13,38

Arbitration 4,15(E)..... 2,18

ASSISTANT STAGE MANAGER

 Duties 56(J)..... 63

 Salary 51(A),(F),(G)..... 53,55

 Travel with Company 60(A)(5)..... 70

Associated Actors & Artistes of America 1(B)..... 1

AUDITIONS

Accompanist 5(B)(11),5(C)(7) 6,8
 At Theatre Location 5(D)..... 8
 Casting Authorities required 5(B)(9),(10),5(C)(5)..... 6,8
 Chorus 5(C)..... 7
 Dance Surfaces 5(F)(1)(e) 11
 Equal Opportunity Employment 5(E)..... 9
 For Actors with Disabilities 5(E)(3)..... 10
 Liability Insurance 5(F)(2) 11
 Location of 5(B)(1),5(D)(1)..... 5,8
 Number required 5(B),5(C)(13)..... 5,8
 Principals 5(B)..... 5
 Safe and Sanitary Code 5(E) 9
 Automobile Transportation 60(F) 73

- B -

Backstage Music 50(P)..... 53
 Baggage 60(C)(5),(H)..... 71,74
 Beards, Mustaches 13(A),(I)..... 14,16
 Benefits 25(A) 24
 Billing (breach) 44(D)..... 38
 Binding Effect of Agreement 6 11
 Bit or Specialty; Compensation for 33(B)(1),(4) 27
 Blacklisting 7 11
 Bond 52 56
 Breaches by Producer 8,15(E)..... 12, 18
 BREAKS (See also REST PERIODS)
 Between Performances 39(E)..... 34
 Chorus 33(F)..... 30
 Rehearsal 47(B)..... 41
 Broadcasting 58..... 64
 Brush-Up Rehearsal 47(E)(5) 43
 Bus Transportation 60(D)..... 72

- C -

Callboard 9 12
 Canadian Currency 51(M)..... 56
 Cast Listing, Programs 44(A)..... 37
 Cast Votes 66 77
 Casting Consultants: Agents 2(C)..... 2
 Changes and Alterations in Contract 15(A) 17
 Changes in Cast 10 13
 Checks 51(L) 56
 Children (Actors) 30 26
 CHOREOGRAPHERS
 At auditions 5(B)(8)(d),5(C)(5) 6,8
 Note sessions 47(A)(8)(b) 41
 Rehearsal after opening 47(E)(6),(7) 43
 CHORUS
 Agents 2(D)..... 2
 Auditions and Interviews 5(C) 7
 Costumes and Make-up 13(A),33(D) 14,29

Dance Captain 17	18
Day of Rest and Rest Periods 18,33(F)	19,30
Definition 20(C)	20
Deputies 21	22
Emergency Replacement 33(C)	29
Playing a Part 33(B)(1)	27
Rehearsals 47	40
Shoes 33(D)	29
Solo or Specialty 33(B)	27
Swing 33(B)(5)	28
Termination 59	66
Transportation of Replacement 59(I)	68
Understudies 33(B)(2),(3),(4)	28
Work Week and Overtime 67	77
CLAIMS	
Time Limit in Lodging 11(B)	13
Waiver or Release 11(A)	13
Classes, Voluntary 65	77
Cleaning of Clothes 13(D)	15
Closing Notice 12(A)	14
Closing Season or Unit Tour 12	14
CLOTHING AND COSTUMES 13	
Cleaning and Upkeep 13(D)	15
Costume Fittings 13(E)	16
Liability for damage or loss 13(D)(2),45(D),(E)	15,39
Rental 13(B)	15
Rental; minimum charges	78
Rider for use of Actor's Clothing 13(B),(C)	15
To be Furnished by Producer 13(A)	14
Transportation of Costumes 13(A)	14
Commercial for Theater or show 58(D)	66
COMMISSIONS	
Agents 2(B)	1
On Minimum 51(D)	54
Company Car 49(B)	48
Concessions 9(A)(10)	13
CONSECUTIVE JOBBING CONTRACTS	
In package tour 20(H)(1)	22
Termination 59(C),59(D)(3)	67,67
Rehearsals 47(F)	44
Transportation 60(G)	73
Contingent Compensation 51(K)	56
Continuous Employment 14	17
CONTRACTS	
Attempted Breach 15(E)	18
Changes and Alterations 15(A)	17
File with Equity 15(D)	18
Laws Governing 31	26
Resident (Minimum) Contract for Stock; 20(F)	21
Quadruplicate Copy 15(D)	18
Riders 15(A)	17
Signing of 15(B)	18
Stock Jobbing 20(G)	21
Cost of Living 51(C)	54

Costumes (See CLOTHING AND COSTUMES) 13..... 14
 Cots 50(l) 52
 Council Powers 25(D)..... 25
 Cross-Contractual Tours 16..... 18
 Curtain Speeches 39(J)..... 35

- D -

Dance Captain 18 19
 Rehearsal after opening 47(A)(8)..... 41
 Understudy Rehearsal 47(l)..... 45
 Dance Shoes 33(D) 29
 Dancers; Auditions 5(C)(4),(5),5(F)(1)(e)..... 7,11
 Dancing Surfaces 5(F)(1)(e), 50(H) 11,52
 DAYLIGHT DAY OF REST AND OTHER REST PERIODS 18 19
 Changes 18(B)..... 19
 Chorus 33(F)..... 30
 Definition 18(A)(1)..... 19
 During performance weeks 18(A)(3)..... 19
 During Rehearsal 18(A)(2)..... 19
 Stage Managers 56(F)..... 61
 DAY OFF, FULL
 Definition 18(A)(1)..... 19
 During Rehearsal 18(A)(2)..... 19
 During Performance Weeks 18(A)(3)..... 19
 Defaulting Producers (Managements) 19 20
 DEFINITIONS
 Actor 20(A)..... 20
 Additional Duties 51(F)..... 55
 Chorus 20(C)..... 20
 Day of Rest 18(A)(1) 19
 Day Off, Full 18(A)(1)..... 19
 Extraordinary Risk 51(E)..... 55
 Loss of Stock Theater Status, Effect of 20(E) 21
 Non-Resident Companies 20(D)(2)..... 21
 Package 20(H)(1)..... 22
 Place of Engagement 20(l) 22
 Principal Actor 20(B)..... 20
 Resident Company 20(D)(1) 21
 Resident (Minimum) Contract for Stock 20(F)..... 21
 Stock Jobbing Contract 20(G)..... 21
 Stock Theater 20(D)..... 21
 Unit Attraction 20(H)(2) 22
 DEPUTIES
 Dismissal of 23..... 23
 Election 21 22
 Requirement for 21 22
 DIRECTORS
 At Auditions 5(B)(9)..... 5
 Note Sessions 47(A)(8)(b) 41
 Rehearsals after opening 47(A)(6)..... 41
 DISCRIMINATION
 Against Deputy 23..... 23
 For Race, Color, Creed, etc. 22 23

For Union Activity 23 23

DRESS REHEARSAL

 Before First Public performance 47(D)..... 42

 After opening – Consecutive Jobbing Packages 47(F)(4)..... 44

 After opening - Unit 47(H) 45

 Rest period during 47(B)(3)..... 42

Dressing Rooms; Safe and Sanitary 50(A) 50

Dress Parade 13(E) 16

Drinking Water 5(F)(1)(d), 50(M) 11,53

Dues and Initiation Fees 63 76

Duration of Agreement..... 77

Duties of the Actor 24 23

- E -

Employment, Continuous 14 17

Equal Access Casting 5(E) 9

Equity-League Pension Trust Fund 38 33

Equity-League Health Trust Fund 27 25

EQUITY

 Meetings 25(B)..... 24

 Membership 63 76

 Power to Act for Actor 25(C) 24

 Representatives 25(E) 25

 Council 25(D) 25

EMERGENCY

 Contract 15(C)..... 18

 Rehearsal 47(A)(5),47(B)(2) 41,41

 Substitute for Stage Manager 56(D) 60

 Performance of role not understudied 61(H)..... 75

 Performance by Chorus 33(C) 29

Evidence of Equity Membership 63 76

Exclusive Service of Actor 26 25

Extension of Season 59(E) 68

Extra Performance; Payment 39(D)..... 34

EXTRAORDINARY RISK

 Definition 51(E)(2),(3)..... 55

 Pay 51(E)(1)..... 55

 Determination by Equity 51(E)(5)..... 55

- F -

Fight Captain 55(D),(E) 59

Filming of Play 58(A)..... 64

Fire Exits 50(O)..... 53

First Aid Kits 50(J)..... 52

Five Minute Breaks 33(F),47(B)(3) 30,42

Floors for Dancing 50(H)..... 52

Fluorescent Lighting 50(A)(3) 50

Four A's 1(B)..... 1

- G -

Guide Lights 50(F) 51

- H -

Hair Color, Change of 13(G)..... 16

Hair Style, Change of 13(H)..... 16

Hairpieces and wigs 13(I)..... 16

Hazard Pay (See Extraordinary Risk)

Half-hour call 39(G),47(B)(2),55(E)..... 35,41,59

Heat in Dressing Rooms 50(A)(5),(6)..... 50

Hospitalization and Medical Coverage 27..... 25

HOUSING

 Cost Limitation 49(A)(2)..... 46

 Equipment to be provided 49(A)(3),(7)..... 47, 48

 Lists 49(A)(3),(4)..... 47

 Pets 49(A)(10)..... 48

 Safe and Sanitary Code 49(A)(7)..... 48

 Security Deposit 49(A)(8)..... 48

 Sharing a Room 49(A)(2)..... 46

 Transportation to 49(B)..... 48

House Boards; Errors 44(C)..... 38

- I -

Illegal Rules 31..... 26

Illness and Sick Leave 28..... 25

Illness; cause for Termination 59(F)..... 68

Initiation Fees 63..... 76

Injury and Salary Continuance Insurance 29..... 26

Inspection; Safe and Sanitary 50(S)..... 53

INSURANCE

 Air Travel 60(C)(2)..... 71

 Company Car 49(B)(2)..... 49

 Hospitalization and Medical 27..... 25

 Liability at Auditions 5(F)(2)..... 11

 Personal Property 45(D),(E)..... 39

 Salary Continuance 29(B)..... 26

 Social Security 54..... 58

 Unemployment 54..... 58

 Worker's Compensation 29(A)..... 26

Intercom System 50(L)..... 53

Intermission 39(I)..... 35

Interviews 41(C)..... 36

- J -

Jewelry; Lost or Stolen 45..... 39

Jobbing Contract; Definition 20(G)..... 21

Juvenile Actors 30..... 26

- K -

Knee and Elbow Pads 13(A)..... 14

- L -

Lateness 24
23
Lavatory and Toilet Facilities 50(B)..... 50
Laws Governing Contracts 31..... 26
Liability Insurance, Auditions 5(F)(2) 11
Local Jobbers 35(D)..... 32
LOCAL TRANSPORTATION
On Arrival 49(B) 48
To Meals 49(B)..... 48
To Performance and Rehearsal 49(B) 48
For Stage Manager 49(B) 48
Lockouts 34(B)..... 31
Lodging (See ROOMS)
Loss of Stock Theater Status 20(E) 21
Lost Performances 40..... 35
Lost Property 45..... 39
Luggage 60(H)..... 74

- M -

Make-Up 13(F)..... 16
MATINEE DAY
Performance Time 39(D)(2) 34
Rehearsal 47(E)(2)..... 42
MEALS
Between Performances 39(E) 34
During Travel 60(A)(8),60(D)(5) 70,72
Transportation to 49(B) 48
Medical Coverage 27 25
Meetings; Equity 25(B)..... 24
Membership Candidates 35(C)..... 31
Membership in Equity; Evidence of 63..... 76
Military Service 32..... 27
Minimum (Resident) Contract for Stock; Definition 20(F) 21
Minimum Salaries 51(A)..... 53
Motion Picture for TV News 58(B) 65
Motion Picture of Production 58(A) 64
Musicals, Special Provisions 33..... 27

- N -

News Telecast 58(B)..... 65
Night Travel 60(B),(C),60(D)(6),(8),60(G)(9) 71, 72, 74
No Lockouts or Strikes 34..... 30
NON-PROFESSIONALS 35 31
Affidavits 35(A)..... 31
Eligibility 35(G)..... 32
Equity Membership Candidate Program 35(C) 31
Extras 35(I)..... 33
In Chorus 33(E)..... 30
In Principal Roles 35(B) 31
Local Jobbers 35(D)..... 31
Membership Candidates 35(C) 31

Use in Production (Ratio Tables) 35(H) 32
 Violation 35(F)..... 32
 Non-Resident Company; Definition 20(D)(2) 21
 Non-Traditional Casting 5(E)(2) 9
 Note Sessions 39(G),47(A)(8),47(E)(3) 35,41,43
 NOTICE
 Closing Season 12 14
 Termination of employment contract: 59(A) 66
 Notice to Deputy 23 23
 Nudity 37 33
 Number of Performances 39(A) 33

- O -

Obligation of Actors to Equity 1 1
 Oral Interpretations 25(F)..... 25
 OVERTIME
 Performances 39(B)..... 34
 Rate 67(B)..... 77
 Rehearsal 47(C)..... 42
 Stage Managers 56(F) 61
 Travel 60(A)(6),(9),(10),(11),60(D)(7),(E)..... 70,71,72,73

- P -

PACKAGES

Definition 20(H)(1)..... 22
 Housing 49(A) 46
 Proscenium to Round 47(F)(3),(5),47(H)(2) 44,45,45
 Rehearsal 47(A),(E),(F),(H)..... 40,42,44,45
 Replacement Rehearsal 47(E)(1),47(F)(5) 42,45
 Termination 59(C)(2),(3),59(D)(3),(4)..... 67
 Transportation 60(G)..... 73
 Pension Fund 38..... 33

PER DIEM

Performances canceled 40(B)..... 35
 Performance 51(B)..... 54
 Rehearsal 51(B)..... 54
 Travel on day prior to first rehearsal 47(A)(2) 40

PERFORMANCES

Announcements 44(B),(E)..... 38,38
 Additional; rate of pay 39(D) 34
 After final cast bows 39(J)..... 35
 For school groups 39(D)(2) 34
 Intermissions during 39(I)..... 35
 Lost 40 35
 Meal between 39(E) 34
 Company call after half hour 39(G) 35
 Number of 39(A),(D)..... 33
 Place of 39(F)..... 35
 Rest between 39(E) 34
 Televising of 58 64
 Transportation to 49(B) 48

Performers with Disabilities

- Affirmative Action 5(E)(3) 10
- Auditions 5(E)(3) 10
- Housing 49(A)(1)..... 46

Personal Appearances 41(B)..... 36

Personal Property 45 39

Pets Housing 49(A)(10) 48

Photographs and Publicity 41 36

Picture Call 41(A)..... 36

Posting of Agreement and Rules 42 37

Pre-production-Stage Managers 56(E)..... 61

Principal Actor; Definition 20(B)..... 20

Principal Auditions 5(B)..... 5

Production Prosecuted 43..... 37

Programs; Errors or Omissions 44(B)..... 38

Prompt Book; Definition 56(H)(1)(b) 62

Property; Lost or Stolen 45 39

Prosecuted Production 43..... 37

Publicity and Photographs 41 36

- R -

Radio Broadcasting 41(C),58..... 36,64

Railroad Transportation 60(B)..... 71

Ramps 50(E)..... 51

Ratio, Non-Professionals 35(H) 32

Reading Play, Compensation for 47(A)(3) 40

Recording 58(A)..... 64

Recordings used in Production 46 40

Record of Salary deductions 51(N)..... 56

REHEARSALS 47..... 40

- Additional 47(A)(4)..... 41
- After giving notice 59(H)..... 68
- After half-hour call 55(E) 59
- After Opening 47(E)..... 42
- After performance 47(A)(9) 41
- Beginning of 47(A)(2),(3)..... 40,40
- Breaks 33(F),47(B)..... 30,41
- Brush-Up 47(E)(5)..... 43
- Consecutive Jobbing Contracts 47(F)..... 44
- Continuous 47(A)(2)..... 40
- Conversion; Proscenium to Round 47(F)(3),(5),47(H)(2)..... 44,45,45
- On Daylight Day of Rest 47(A)(7) 41
- Full Day off during 18(A)(2)..... 19
- Hiatus between engagements 47(F)(2)..... 44
- Day before opening (Packages) 47(F)(3)..... 44
- Hours 47(D),47(E)(1),(2),(3),(4),(5),(6) 42,42,43
- Matinee Day 47(E)(2)..... 42
- New Production 47(G)..... 45
- Non-Performance Day 47(D) 42
- Notice on Callboard 47(A)(5) 41
- Note Sessions 47(A)(8),47(E)(3)..... 41,43
- Number of Days Allowed 47(A)(1) 40

One-Performance Day 47(E)(2)	42
Overtime 47(C).....	42
PACKAGES	
(Consecutive Jobbing) 47(F)	44
Unit 47(H).....	45
Pay 51(A),(G),(H),(I).....	53,55,56
Pay; Pro-rated 51(H).....	55
Pay; For Stage Managers, and assistants 51(A),(G)	53,55
Per Diem during 51(B)	54
Per Diem for day before first call 47(A)(2).....	40
Prior to Opening 47(D),47(F)(1)	42,44
Replacement 47(E)(1), 47(F)(5).....	42,45
Re-Staging 47(F)(5).....	45
Rest Periods 33(F),48(B)	30,41
Space; Safe and Sanitary Requirements 50(C)	51
Subsequent Production 47(G).....	45
Transportation to 49(B)	48
Travel on same day 47(A)(6)	41
Understudy 47(E)(1),(6),(I).....	42,43,45
Replacement; Permanent 59(M)	69
Rental of Clothes 12(B).....	14
Replacement in Emergency 61(G),(H).....	75
Replacement Rehearsal 47(E)(1),(7),47(F)(2),(5)	42,43,45
Replacement; Salary Limitation 59(M).....	69
Replacement; Transportation of 59(I)	68
Reports, W-2 Forms 48(A).....	46
Reports; Weekly to Equity 48(B).....	46
Representatives; Equity 25(E)	25
Resident (Minimum) Contract for Stock 20(F)	21
Resident Stage Manager 51(A),(B),(G),56(D),(E),(F),(H)	53,54,55,61,62
REST PERIODS (See Also BREAKS)	
After Arrival 60(A)(11)	71
Between Performances 39(E)	34
During Rehearsal 18(A)(2),(3),33(F), 47(B),(D)	19,30, 41
Overnight 18(C).....	19
Penalty 47(B)(3).....	42
Prior to Bus Call 60(D)(6).....	72
Rider; Contract 15(A).....	17
Rider re: Clothing 13(C).....	15
Rider re: Recording 46.....	40
Risks; Extraordinary 51(E).....	55
Rooms and Local Transportation 49.....	46
Rules Posted 42.....	37

- S -

SAFE AND SANITARY PLACES OF EMPLOYMENT 50.....	50
Air Conditioning 50(A)(5),(D).....	50,51
Alleys 50(A)(7)	50
Arena Theatres(aisles, ramps, lights) 50(E),(F)	51,51
Audition spaces 5(E).....	9
Cots 50(I)	52
Dressing Rooms, heat, clean linen, lighting, etc. 50(A),(B).....	50,50
Drinking Water 50(M).....	53

Fire Exits 50(O).....	53
First Aid Kits 50(J).....	52
Floors for Dancing 50(H).....	52
Guidelights back-stage 50(F).....	51
Inspection by Equity 50(S).....	53
Medical Services Listing 50(N).....	53
Rehearsal Space in tents 50(C).....	51
Smoking Area 5(F)(1)(f),50(Q).....	11,53
Stage Manager's Booth 50(D).....	51
Toilet and Lavatory Facilities 50(B).....	50
SALARIES	
Actor 51(A).....	53
Actual Salary 51(J).....	56
Additional Duties 51(F).....	55
Advance Stage Manager 51(A),(G).....	53,55
Assistant Stage Manager 51(A),(F),(G).....	53,55
Checks 51(L).....	56
Commission on Minimum Salary 51(D).....	54
Contingent upon Receipts 51(K).....	56
Cost of Living Increase 51(C).....	54
During Illness 28(A).....	25
Extraordinary Risk Payment 51(E).....	55
Full Salary During Rehearsal 51(G).....	55
Minimums 51(A).....	53
New Production at Same Theater 51(I).....	56
Place and time of payment 51(A).....	53
Payment in Legal Tender 51(M).....	56
Payment in Canadian Currency 51(M).....	56
Per Diem 51(B).....	54
Pro-rating; when permitted 51(H).....	55
Record of Salary Deductions 51(N).....	56
Rehearsal Pay 51(A),(H),(I).....	53,55,56
Stage Managers 51(A),(G).....	53,55
Salary Continuance Insurance 29(B).....	26
Security Agreement (Bonding) 52.....	56
Security deposit for housing 49(A)(8).....	48
Shoes 13(A),33(D).....	14,29
Showers 50(B).....	50
Sick Leave 28(B).....	26
Singers; Chorus Auditions 5(C).....	7
Smoking Areas 5(F)(1)(f),50(Q).....	11,53
Social Security 54.....	58
Sound Recording 46,58(A).....	40,64
Spot Commercial 58(D).....	66
STAGE FIGHTING 55.....	59
Rehearsal: After Half-hour 39(G),47(B)(2),55(E).....	35,41,59
STAGE MANAGERS	
Activities prohibited 56(H)(3).....	63
Acting 56(C).....	60
Advance Stage Manager 47(A)(8)(b),47(E)(7).....	41,43
56(A),(D),(E),(I),60(G)(8).....	60,60,63,74
Attendance at Performance & Rehearsals 56(D).....	60
Booth 50(D).....	51
Duties and Obligations 56(H).....	62

Duties of Assistant Stage Manager 56(J)..... 63
Duties of Advance Stage Managers 56(I) 63
Number to be employed 56..... 60
Not Permitted to Act 56(C)..... 60
Overtime 56(F)..... 61
Packages 56(A),(J) 60,63
Per Diem 51(B) 54
Pre-Production and Post-Production 56(E)..... 61
Responsibility re company housing 49(A)(3),(6)..... 47,48
Resident 56,56(E)..... 60,61
Re-staging for conversion 56(G)..... 62
Salaries 51(A) 53
Stock Jobbing 56(A)..... 60
Time Off 56(F)..... 61
Traveling with Company 56(A),60(A)(5)..... 60,70
Unit Attraction 56(B)..... 60
Stage Surface for Dancing 50(H)..... 52
Stock Company; Non-Resident 20(D)(2) 21
Stock Jobbing Contracts; Definition 20(G)..... 21
Stock Theatre; Definition 20(D)..... 21
Stock Theatre; Loss of Status 20(E) 21
Strikes 34 30
Strikes; Performances Lost 40..... 35
Subsidiary Rights 57 64
Suspension for Cause 59(B)..... 66
Swing: 33(B)(5),47(E)(6),(7) 28,43

- T -

TELEVISIONING, RECORDING AND MOTION PICTURE 58..... 64
Approval by Equity 58(A) 64
During Rehearsal 58(B)(1)..... 65
During Performance 58(B)(2)..... 65
Newscast (3 minute) 58(B)..... 65
Notice to cast 58(B)(1)(c)..... 65
Spot Commercial 58(D)..... 66
Term of Agreement 77
TERMINATION 59 66
Actor Re-engaged or Replaced 59(M) 69
At request of Equity 63..... 76
Closing Season or Unit Tour 12 14
Consecutive Jobbing Contracts 59(C)(1),(2),59(D)(3) 67
Deputy 23..... 23
Extension of Season 59(E) 68
For Just Cause 59(B)..... 66
Illness or Accident 59(F) 68
By Actor; after opening 59(D)..... 67
By Actor; before rehearsal 59(C) 67
By Producer; after opening 59(B),(D),(F) 66,67,68
By Producer; before rehearsal 59(C)(4)..... 67
For Military Service 32 27
Resident Contract for Stock 59(C),59(D)(1)..... 67,67
Notice; how, when to be given 59(A) 67
Packages 59(C),59(D)(3)..... 66,67

Payment to Actor 59(J),(L) 69

Permanent Replacement 59(N) 69

Stock Jobbing Contract 59(D)(2)..... 67

Transportation Payment by Actor 59(I) 68

Units 59(D)(4)..... 67

When Actor Secures New Engagement 59(K)..... 69

Without Payment by Actor 59(C)(1),59(D)(1) (2),(4) 67

Time Limit; Arbitration 4(A) 2

Time Limit; Lodging Claims 11(B)..... 13

Toilet and Lavatory Facilities 50(B)..... 50

Touring Production - Definition 20(H) 22

TRANSPORTATION AND BAGGAGE 60 69

 Advance Stage Manager 60(G) 73

 After Termination by Actor 59(I)..... 68

 After Termination by Producer 59(L)..... 69

 Air 60(C)..... 71

 Arrival and Departure Expense 60(A)(1),(2),(3),(4)..... 69,70

 Automobile 60(F)..... 73

 Baggage 60(C)(5),(H) 71,74

 Between Theatres 60(G)..... 73

 Bus 60(D)..... 72

 Combination of Travel, Rehearsal and Performance 60(A)(11)..... 71

 Combined Methods of Travel 60(E) 73

 Consecutive Jobbing Contract 60(G) 73

 Costumes 13(A) 14

 Day Coach 60(B)..... 71

 Day Prior to First Rehearsal 47(A)(2)..... 40

 Extension of time allowed 60(A)(7) 70

 Juvenile Actors 30..... 26

 Local-Provided by Producer 49(B) 48

 Manner and Route 60(A)(3) 70

 Night between Theatres 60(D)(8)..... 72

 Overtime 60(A)(10),(11) 70,71

 Packages 60(G) 73

 Payments Tickets in Advance 60(A)(2)..... 69

 Photographs, Publicity Appearances 41(E) 36

 Penalties 60(D)(6),(8),(E)..... 72,73

 Railroad 60(B)..... 71

 Reimbursement; requirements 41(E)..... 36

 Rest Period after Arrival 60(A)(11)..... 71

 Stage Manager required 60(A)(5) 70

 Tickets for 60(A)(2) 69

 To Costume Fitting 13(E)..... 16

 Tryouts (Chorus Auditions) 5(C) 7

- U -

Understudies 61 74

Understudy - as permanent replacement 59(N)..... 69

UNDERSTUDIES;

 Chorus for Chorus 33(B)(4)..... 28

 Chorus for Principal 33(B)(2) 28

 Chorus for Star 33(B)(3)..... 28

 Payment for Emergency 61(H)..... 75

Heading and Rule No.

Page No.

Principal for Principal 61	74
Rehearsal requirements 47(E)(7)(I),61(F)(3),(4).....	43,45,75
Unemployment Insurance 54	58
Union Emblem 62.....	76
UNIT PACKAGE	
Bus Transportation 60(D).....	72
Definition 20(H)(2).....	22
Rehearsal after opening 47(H).....	45
Termination 59(C),59(D)(4).....	67,67

- V -

Vacation 64	76
Valuables 45	39
Voluntary Classes 65	77
Voting by Equity Company Members 66.....	77

- W -

WAIVERS

Claims 11(A)	13
Contract 15(A).....	17
Wardrobe 13	14
Weekly Report 48(B).....	46
Wigs 13(I)	16
Worker's Compensation 29(A).....	26
W-2 Forms 48(A)	46
Work Week and Overtime 67.....	77