

Actors' Equity Association

AGREEMENT AND RULES GOVERNING EMPLOYMENT IN NEW ORLEANS AREA THEATRES

Effective Date: September 19, 2005

Expiration Date: September 30, 2007

NATIONAL OFFICE

165 West 46th Street
New York, NY 10036
(212) 869-8530
Fax (212) 719-9815

Chicago, IL 60603

Suite 1500
125 South Clark Street
(312) 641-0393 phone
(312) 641-6365 fax

San Francisco, CA 94104

Suite 900
350 Sansome Street
(415) 391-3838 phone
(415) 391-0102 fax

Los Angeles, CA 90036

Suite One
5757 Wilshire Boulevard
(323) 634-1750 phone
(323) 634-1777 fax

Orlando, FL 32821

10319 Orangewood Boulevard
(407) 345-8600 phone
(407) 345-1522 fax

www.actorsequity.org

**AGREEMENT AND RULES GOVERNING EMPLOYMENT
IN NEW ORLEANS LOUISIANA AREA THEATRES (NOLA)**

Table of Contents

USE AND LIMITATIONS.....	1
RULE 1: CLOTHES AND MAKEUP	2
RULE 2: CONTRACTS	2
RULE 3: DEPUTIES AND REPRESENTATIVES	2
RULE 4: EXTRAORDINARY RISK	3
RULE 5: INSURANCE	3
RULE 6: MORE REMUNERATIVE EMPLOYMENT	3
RULE 7: NON-PROFESSIONALS AND EQUITY MEMBERSHIP CANDIDATES (EMC) PROGRAM.....	3
RULE 8: NUDITY	4
RULE 9: PERFORMANCES	4
RULE 10: PHOTOGRAPHS	5
RULE 11: PROGRAMS, PLAYBILLS, BILLING, CHANGES IN THE COMPANY, AND PUBLIC ANNOUNCEMENTS	6
RULE 12: PUBLICITY	6
RULE 13: RECORDINGS USED IN THE PRODUCTION (SOUND AND VIDEO)	7
RULE 14: REHEARSALS	7
RULE 15: REST PERIODS AND DAYS OFF	13
RULE 16: SAFE AND SANITARY CONDITIONS OF EMPLOYMENT	14
RULE 17: SALARIES AND ADDITIONAL COMPENSATION.....	14
RULE 18: STAGE FIGHTING/VIOLENCE/STUNTS.....	15
RULE 19: STAGE MANAGERS.....	15

RULE 20: TELEVISIONING, FILMING, AND RECORDING	16
RULE 21: TERM OF EMPLOYMENT	16
RULE 22: TERMINATION NOTICES AND CLOSING NOTICE	16
RULE 23: UNDERSTUDIES	18
RULE 24: VACATIONS.....	18

**AGREEMENT AND RULES GOVERNING EMPLOYMENT
IN NEW ORLEANS LOUISIANA AREA THEATRES
(hereinafter the “NOLA Contract” or the “Agreement”)**

USE AND LIMITATIONS.

- (A) This Agreement shall be available to theatres in the greater New Orleans area for use in hiring Actors and Stage Managers on Equity contracts where seating capacities do not exceed 400 seats **and** an individual ticket price does not exceed \$25.00.
- (B) Performances under this Agreement shall be limited to a specific venue except by written permission of Equity under the terms and conditions established by it. Under no circumstances shall performances under this Agreement be given outside a 35-mile radius of the intersection of Pontchartrain Causeway and Route 10/610, and in no case beyond the border of the State of Louisiana. Except for lobby concessions, a NOLA Producer may not serve food under any circumstances. (This does not mean lobby/intermission concessions.)
- (C) Rotating repertory is not permitted under this Agreement. Musicals, including Chorus Musicals and overlapping productions **are** permitted under this Agreement. (See Insurance for Chorus Musicals. See Rehearsals and Salaries for overlapping productions).
- (D) If three or more Actors are signed to an Equity contract, a Stage Manager must be signed to an Equity contract. All rules of this Agreement shall apply to the Stage Manager unless specifically stated otherwise. If fewer than three Actors are signed to an Equity contract, the stage manager need not be signed to an Equity contract.

The Equity Membership Candidate Program **shall** be offered under the NOLA Agreement. EMC Credit and/or the request for EMC Credit, will be granted under such terms and conditions as set by Equity prior to the first rehearsal.

ARBITRATION.

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

RULE 1: CLOTHES AND MAKEUP.

- (A) Clothing. All clothes shall be supplied by the Producer. In no event shall a Producer require the Actor to purchase any clothes for the production. All clothing required in the production shall be sanitary and free of materials, paints or adhesives that are toxic or hazardous. The Actor may agree to use his /her own clothing in the production. The Producer must pay rental for such wardrobe in accordance with the Equity rental schedule. See Equity for rental schedule and details.
- (B) Shoes. The Producer shall provide all footwear, which shall be clean, sanitary, properly fitted, and in good repair. Any footwear used for dancing shall be new. Professional dance shoes are not required for normal ballroom dancing or minimally choreographed movements.
- (C) Kneepads And Protective Clothing. Prior to any activity that requires kneepads, elbow pads, and/or protective clothing, the Producer shall furnish new and properly fitted (i.e., small, medium, or large) protective items for the exclusive use of the Actor for all rehearsals and performances.
- (D) **If necessary, please contact Equity for guidelines and provisions for all of the following; CLEANING AND UPKEEP; MAKEUP; HAIRPIECE.; CHANGE OF HAIR COLOR; CHANGE OF HAIRSTYLE; ACTOR'S RESPONSIBILITY.**

RULE 2: CONTRACTS.

PRIOR TO THE RELEASE OF CONTRACTS, A BOND MUST BE POSTED WITH EQUITY.

The bonding process has two options.

Option one: The Producer posts a standard two-week bond with Actors' Equity.

Option two: The Producer forwards, **before contracts are issued**, (for each Actor and Stage Manager on Equity contracts) the last two-weeks salary, all pension payments, all Working Dues payments, and if a Chorus Musical, all health payments for the entire run.

The Actor and the Producer understand that the rules and regulations set forth herein are minimum provisions and, as such, do not limit an Actor's ability to negotiate for better terms of employment. Such terms, however, must be set forth in a rider to the Actor's contract and approved by Equity.

- (A) Effective Date. Contracts between the Producer and the Actor must be signed by both parties before the Actor begins rehearsals/employment.
- (B) The Producer shall agree that all blanks (e.g., opening date, name of part and salary etc.) must be filled in before signing or delivery. Any deletions, additions, or corrections must be initialed by both the Actor and the Producer.

RULE 3: DEPUTIES AND REPRESENTATIVES.

Each Company shall elect a Deputy. Deputies shall have the duty and obligation to report to Equity the total weekly hours worked, any overtime and/or any violations of the Rules. Duly authorized representatives of Equity shall have free access to the stage and to all Actors at all times.

RULE 4: EXTRAORDINARY RISKS.

INHERENTLY DANGEROUS CONDITIONS ARE PROHIBITED.

No Actor shall be required to perform any feat or act, which places the Actor 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.

"Extraordinary risks" are defined as, but are not limited to: performing acrobatic feats; suspension from trapezes or wires or like contrivances; the use of and/or exposure to smoke, mobile scenery, excessive heights, unsecured and/or unprotected heights, weapons, fire, or pyrotechnic devices; the taking of dangerous leaps, falls, throws, catches, knee drops, or slides; participating in choreography that is potentially dangerous or that requires the dancer 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, or ethnic); or performing on sets which are potentially dangerous.

RULE 5: INSURANCE

(A) **Supplemental Workers Compensation (SWC)**, currently \$2.00 per Actor per week, is required for all contracts. (For Stage Managers when signed to Equity contracts.)

(B) **Health Insurance.** (Required for all Chorus Musicals and optional for all Principal Musicals and Dramas.)

The Producer agrees to pay to the Equity-League Health Trust Fund the below-listed rate for each Actor in each workweek that the Actor is engaged under an Equity contract. This rate includes the (\$2.00) Supplemental Workers' Compensation plan payment as listed in A above. Payments shall commence with the Actor's first day of employment, including rehearsals, and no prorating of the health payment shall be allowed in a partial week. Chorus musicals **MUST** make this payment. Producers of dramatic productions may elect to.

Weekly Health Payment (per Actor) - \$114.00 (September 19, 2005 – September 17, 2006)

Weekly Health Payment (per Actor) - \$126.00 (September 18, 2006 – September 30, 2007)

RULE 6: MORE REMUNERATIVE EMPLOYMENT.

The Actor may exercise more remunerative employment (MRE) rights only when employment under a union contract in the entertainment industry is involved. The Actor may not use MRE to seek employment under any circumstances. The Producer shall not be required to pay the Actor for time the Actor misses due to more remunerative employment.

RULE 7: NON-PROFESSIONALS AND EQUITY MEMBERSHIP CANDIDATES (EMC) PROGRAM.

The Producer may employ non-professionals (Equity Membership Candidates, Local Jobbers, and Students). Members of any branch of the 4-A's (AFTRA, SAG...) and/or who are members of a performer's union outside the United States must be signed to an Equity contract or be members of the Equity Membership Candidate program as determined by Equity. EMC Credit and/or the request of EMC Credit will be granted under such terms as set by Equity prior to the first rehearsal.

RULE 8: NUDITY.

ACTUAL SEX ACTS SHALL NOT BE PERMITTED UNDER ANY CIRCUMSTANCES.

- (A) Interviews/Auditions. **Nudity at interviews and auditions shall not be permitted without the express written consent of Equity.**
- (B) Rehearsal/Performance. **Actual sex acts during rehearsal or performance shall not be permitted.**
 - (1) The Actor shall not appear nude or perform acts of a sexual nature in the course of a stage presentation unless the Actor has been advised and gives written consent at the time of contract signing.
 - (2) The Actor shall not pose for nude photographs nor appear nude for any motion picture filming, videotaping or other forms of visual recording without the Actor's prior written consent.

All of the above provisions shall not preclude the Actor or Equity from instituting any civil or criminal action.

RULE 9: PERFORMANCES.

- (A) Number of Performances per Workweek.
 - (1) Category A. There shall be no more than two performances in two consecutive days.
 - (2) Category B. There shall be no more than three performances in three consecutive days
 - (3) Category C. There shall be no more than four performances in four consecutive days.
 - (4) Category D. There shall be no more than five performances in five consecutive days.
- (B) General Rules.
 - (1) Length. A performance shall not last longer than 4 ½ hours, inclusive of the Actor's designated call and intermissions.
 - (2) Matinee. There shall be no more than one matinee in any Category A or B performance week, and such matinees may only be scheduled on Saturday or Sunday. There shall be no more than two matinees in any Category C or D performance week. Matinees shall not start earlier than 1:00 PM.
 - (3) Curtain Down. The final curtain for the day shall not occur later than 12:00 midnight.

- (4) Number of Performances. In no event shall there be more than two performances on any one day or more than five performances in any three consecutive days.
- (5) Extra Performances. Extra performances shall be compensated at no less than 1½ times the pro-rata (the weekly salary divided by the number of permissible performances in a week times 1 ½) performance rate of the Actor's contractual salary. The Company must be given at least a one-week notice of the Producer's intention to schedule an extra performance, which shall be posted on the theatre's callboard. An extra performance may not be scheduled on the Actor's day off.

If a scheduled extra performance is canceled with less than two weeks' notice the Actor shall receive any extra-performance pay that would have been due. If a scheduled extra performance which is a student/special audience performance, and it is canceled with less than 48 hours' notice to the Actor, the Actor shall receive any extra-performance pay that would have been due.

- (6) Performance Schedule Changes.
- a. Except for extra performances as outlined in (5) above, the Producer may change the performance schedule by giving no less than two weeks' written notice to Equity and the Actor.
 - b. The Producer may substitute a performance for a canceled scheduled performance by giving two weeks' written notice to Equity and the Actor. The Actor's unavailability for a substitute performance shall not constitute "just cause" for termination.
- (7) Performance on Holidays. An Actor who performs on Christmas Day, New Year's Day, Thanksgiving Day and/or Mardi Gras Day shall receive, in addition to contractual salary, no less than 1½ pro-rata for each performance.
- (8) Lost Performances. If the cast as a whole cannot perform because of fire, accident, strikes, riot, Act of God, National Day of Mourning, or the public enemy, which could not be reasonably anticipated or prevented, the Actor shall not be entitled to any salary for the time during which the Actor's services shall not, for such reason(s) be rendered. Should any of the foregoing conditions continue for a period of eight days or more, either party may terminate the contract, and the Producer shall pay for all services to date.

RULE 10: PHOTOGRAPHS.

Photographs of the Company and production may be taken for the purposes of publicizing and advertising the production and for subsequent use in the theatre's promotional brochures and materials. Photos that include Actors engaged under Equity contracts may not be used to publicize productions, which are not produced under an Equity contract. These photographs are to be taken during permissible rehearsal and/or performance hours.

RULE 11: PROGRAMS, PLAYBILLS, BILLING, CHANGES IN THE COMPANY, AND PUBLIC ANNOUNCEMENTS.

- (A) Announcements. A printed notice shall appear in the program and either a prominent sign shall be placed in the lobby or a live announcement shall be made before the beginning of each performance indicating that the taking of pictures or the making of recordings of any kind during the performance is prohibited. If the aisles are used by the Actors for entrances and/or exits, an announcement shall be made in the program and live before the beginning of each performance that the aisles must be kept clear during the performance.
- (B) Free Program. A free program or cast list shall be offered to all patrons prior to their arrival at their seats. The program shall contain a list of all Actors in the production together with their role or function. If the program contains biographical material, each Actor and Stage Manager (including Understudies, if applicable) shall have biographical material included in the program.
- (C) Equity Designation. Actors signed to Equity contracts shall be billed in the cast list above Equity Membership Candidates and non-professionals (except when casts are listed in order of appearance). Further, an asterisk (*) shall signify Actors who are members of Actors' Equity Association and the following wording shall appear in the program:

(Member of Actors' Equity Association, the Union of Professional Actors and Stage Managers).

The Equity logo and an Equity bio shall be included in the program.

- (D) Billing/House Boards. When the Producer displays a house board, the names of all Actors employed in the production shall be listed on the house board.

RULE 12: PUBLICITY.

- (A) Personal Appearances and Interviews. (Except as specified herein, Equity sets no limit on the number and length of personal appearances, newspaper, radio, and/or TV interviews arranged by the Producer.) An Actor may not be required to be available for personal appearances and/or interviews except within the allowable rehearsal and/or performance hours. Any personal appearances/interviews falling outside the allowable rehearsal and/or performance hours shall be with the Actor's consent and at the Actor's convenience, and the Actor shall have the right to limit the number and time devoted to such appearances and interviews.
- (B) Filming or Taping for News and Community Affairs Telecast. Equity shall permit filming or taping of a play during its regularly scheduled rehearsal or performance hours for the purpose of transmitting said coverage on television news and community affairs programs, provided the below-listed conditions are observed:
 - (1) Material reproduced under the terms of this provision shall not exceed 30 minutes without the written consent of Equity. The Deputy shall file a report with Equity giving the time utilized for the filming and/or taping;

- (2) No more than three minutes of any rehearsal or performance (which shall not depict an entire scene or musical number) shall be shown on the television news or community affairs broadcast without the permission of Equity;
- (3) The stage manager and a representative of the Producer shall be required at every filming or taping of the production.

RULE 13: RECORDINGS USED IN THE PRODUCTION (SOUND AND VIDEO).

- (A) There shall be no use of or mechanical or electronic reproductions of voice to supply dialogue, singing, chanting or any business which might be performed by a live Actor, unless the Producer has first obtained the written consent and permission of Equity and complied with all such terms and conditions as Equity may prescribe.
- (B) The consent of Equity shall not be required, however, for a Principal Actor to record a portion of the role, which the Actor performs, live on stage, for use in the production.

RULE 14: REHEARSALS.

- (A) General Rules: Notice, First Rehearsals, and Continuous Employment.
 - (1) Beginning Of. Rehearsals shall begin on the date when the Actor is first called to report to the theatre or other location as designated by the Producer except as provided for in (5) and (6) below.
 - (2) Continuous. It is agreed that the rehearsal period shall be continuous from the date of the first rehearsal to the date of the first paid public performance of the play as stated on the face of the contract of employment.
 - (3) Rehearsal Schedule. For rehearsals prior to the first paid public performance, there shall be a 12-hour notice of the rehearsal call.
 - (4) Breaks. During the rehearsal period, there shall be a recess of 1 ½ hours after a period of not more than five consecutive hours of rehearsal.

There shall be an additional break of five minutes within each 60 minutes of rehearsal. If a five-minute break is not given at the end of 55 minutes, a 10 minute break must be provided at the end of 80 minutes, except during a run through and/or dress rehearsal when the break must be given no later than the end of the scene or act.

Due to the nature of the Stage Managerial duties, it is not always possible for the Stage Manager to take required breaks at the same time as the Actors. A violation of the Stage Manager's break period(s) shall be paid for at the overtime rate. All such overtime must be pre-approved by the Producer or the Producer's representative.

- (5) A Read-Through Prior to the First Rehearsal. If the Producer chooses to start with a read-through of the play, in whole or in part, to or by the whole Company or a part thereof, said read-through shall be considered the beginning of the rehearsal period.

The Producer may schedule a read-through prior to the first rehearsal, however, under the following conditions:

- (a) The Actor agrees in a rider to the contract to attend such a read-through;
 - (b) The Producer agrees that such a reading is not a condition of employment;
 - (c) A stage manager is present at this read-through;
 - (d) There is a minimum call of three hours for the read-through; and
 - (e) The Producer agrees to pay an Actor whose contract is not in effect on the date of the read-through at the appropriate Category overtime rate. This payment shall be subject to a pension contribution and a Working Dues deduction.
- (6) Costume Calls.
- (a) Prior to Rehearsals. The Actor shall not be available for any costume calls prior to contract signing of.
 - (b) During Rehearsals. One, one-hour costume call shall be permitted in addition to the rehearsal period provided the hour for the costume call and rehearsals shall be consecutive and fall within the prescribed maximum workweek hours.
- (7) Technical Rehearsals. Actors shall not be required to perform in front of an audience until they have had a technical rehearsal on the stage set.
- (8) Holidays. There shall be no rehearsals on Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day and Mardi Gras Day.

(B) **CATEGORY "A" REHEARSAL RULES.**

- (1) BEFORE THE WORKWEEK CONTAINING THE FIRST PAID PUBLIC PERFORMANCE. The following weekly and daily limits apply:

Weekly hours	20 hours per week per Actor
Weekly hours	22 hours per week per Stage Manager
Monday through Friday	5 consecutive hours per day
Saturday and Sunday	7 out of 8 ½ consecutive hours per day
Days off	2 consecutive days per week

Weekday rehearsals shall not begin prior to 4:30 PM nor end later than 12:00 midnight without the consent of Equity.

- (2) DURING DESIGNATED TECH WEEK. The following weekly and daily limits apply. (The week containing the First Paid Public Performance may be the designated tech week.)

Weekly hours	22 hours per week per Actor
Weekly hours	24 hours per week per Stage Manager
Monday through Friday	5 consecutive hours per day
Saturday and Sunday	7 out of 8 ½ consecutive hours per day
Combined reh/perf days	5 hours of rehearsal per day
Two-performance days	No rehearsal permitted
Days off	1 day off

Not more than two hours or less than one hour may elapse between the end of the Actor's first call and the beginning of the Actor's second call of the day.

- (3) DURING THE WORKWEEK CONTAINING THE FIRST PAID PUBLIC PERFORMANCE. Rehearsals scheduled on a one-performance day shall be limited to five hours in duration. The span of time between the end of a rehearsal and the beginning of the performance (curtain up) shall not be more than two hours. No rehearsal may be scheduled on a two-performance day. Rehearsal on a non-performance day shall be governed by the applicable Category's rehearsal Rules.

- (4) AFTER THE WEEK CONTAINING THE FIRST PAID PUBLIC PERFORMANCE. See (F) below.

- (5) OVERTIME RATE. Rehearsal and/or performance calls that exceed the daily or weekly limits described above shall be compensated at the appropriate Category overtime rate, as stipulated in Rule 17(E) — OVERTIME RATES.

(C) **CATEGORY "B" REHEARSAL RULES.**

- (1) BEFORE THE WORKWEEK CONTAINING THE FIRST PAID PUBLIC PERFORMANCE. The following weekly and daily limits apply:

Weekly hours	22 hours per week per Actor
Weekly hours	24 hours per week per Stage Manager
Monday through Friday	5 consecutive hours per day
Saturday and Sunday	7 out of 8 ½ consecutive hours per day
Days off	2 consecutive days per week

Weekday rehearsals shall not begin prior to 4:30 PM nor end later than 12:00 midnight without the consent of Equity.

- (2) DURING DESIGNATED TECH WEEK. The following weekly and daily limits apply. (The week containing the First Paid Public Performance may be the designated tech week.)

Weekly hours	24 hours per week per Actor
Weekly hours	28 hours per week per Stage Manager
Monday through Friday	5 consecutive hours per day
Saturday and Sunday	7 out of 8 ½ consecutive hours per day
Combined reh/perf days	5 hours of rehearsal per day

Two-performance days	No rehearsal permitted
Days off	1 day off

Not more than two hours or less than one hour may elapse between the end of the Actor's first call and the beginning of the Actor's second call of the day.

- (3) DURING THE WORKWEEK CONTAINING THE FIRST PAID PUBLIC PERFORMANCE. Rehearsals scheduled on a one-performance day shall be limited to five hours in duration. The span of time between the end of a rehearsal and the beginning of the performance (curtain up) shall not be more than two hours. No rehearsal may be scheduled on a two-performance day. Rehearsal on a non-performance day shall be governed by the applicable Category's rehearsal Rules.
- (4) AFTER THE WEEK CONTAINING THE FIRST PAID PUBLIC PERFORMANCE. See (F) below.
- (5) OVERTIME RATE. Rehearsal and/or performance calls that exceed the daily or weekly limits described above shall be compensated at the appropriate overtime rate as stipulated in Rule 17(E) — OVERTIME RATES.

(D) **CATEGORY "C" REHEARSAL RULES.**

- (1) BEFORE THE WORKWEEK CONTAINING THE FIRST PAID PUBLIC PERFORMANCE. The following weekly and daily limits apply:

Weekly hours	25 hours per week per Actor
Weekly hours	30 hours per week per Stage Manager
Monday through Friday	5 consecutive hours per day
Saturday and Sunday	7 out of 8 ½ consecutive hours per day
Days off	1 day per week

- (2) DURING DESIGNATED TECH WEEK. The following weekly and daily limits apply: (The week containing the First Paid Public Performance may be the designated tech week.)

Weekly hours	30 hours per week per Actor
Weekly hours	35 hours per week per Stage Manager
Non-Performance Days	7 out of 8 ½ consecutive hours per day
	9 out of 11 consecutive hours on one day
Combined reh/perf days	5 hours of rehearsal per day
Two-performance days	No rehearsal permitted
Days off	1 day off

Not more than two hours or less than one hour may elapse between the end of the Actor's first call and the beginning of the Actor's second call of the day.

- (3) DURING THE WORKWEEK CONTAINING THE FIRST PAID PUBLIC PERFORMANCE. Rehearsals scheduled on a one-performance day shall be limited to five hours in duration. The span of time between the end of a rehearsal and the beginning of the performance (curtain up) shall not be more than two hours. No rehearsal may be scheduled on a two-performance day. Rehearsal on a non-performance day shall be governed by the applicable Category's rehearsal Rules.

- (4) AFTER THE WEEK CONTAINING THE FIRST PAID PUBLIC PERFORMANCE. See (F) below.
- (5) OVERTIME RATE. Rehearsal and/or performance calls that exceed the daily or weekly limits described above shall be compensated at the appropriate overtime rate as stipulated in Rule 17(E) — OVERTIME RATES.

(E) **CATEGORY “D” REHEARSAL RULES.**

- (1) BEFORE THE WORKWEEK CONTAINING THE FIRST PAID PUBLIC PERFORMANCE. The following weekly and daily limits apply:

Weekly hours	30 hours per week per Actor
Weekly hours	35 hours per week per Stage Manager
Monday through Friday	5 consecutive hours per day
Saturday and Sunday	7 out of 8 ½ consecutive hours per day
Days off	1 day per week

- (2) DURING DESIGNATED TECH WEEK. The following weekly and daily limits apply. (The week containing the First Paid Public Performance may be the designated tech week.)

Weekly hours	35 hours per week per Actor
Weekly hours	40 hours per week per Stage Manager
Non-Performance Days	7 out of 8 ½ consecutive hours per day
	9 out of 11 consecutive hours on one day
Combined reh/perf days	5 hours of rehearsal per day
Two-performance days	No rehearsal permitted
Days off	1 day off

Not more than two hours or less than one hour may elapse between the end of the Actor’s first call and the beginning of the Actor’s second call of the day.

- (3) DURING THE WORKWEEK CONTAINING THE FIRST PAID PUBLIC PERFORMANCE. Rehearsals scheduled on a one-performance day shall be limited to five hours in duration. The span of time between the end of a rehearsal and the beginning of the performance (curtain up) shall not be more than two hours. No rehearsal may be scheduled on a two-performance day. Rehearsal on a non-performance day shall be governed by the applicable Category’s rehearsal Rules.
- (4) AFTER THE WEEK CONTAINING THE FIRST PAID PUBLIC PERFORMANCE. See (F) below.
- (5) OVERTIME RATE. Rehearsal and/or performance calls that exceed the daily or weekly limits described above shall be compensated at the appropriate overtime rate as stipulated in Rule 17(E) — OVERTIME RATES.

- (F) REHEARSALS AFTER THE WORKWEEK CONTAINING THE FIRST PAID PUBLIC PERFORMANCE.
- (1) BRUSH-UP, REPLACEMENT, PUT-IN, UNDERSTUDY.
- (a) During the weeks following the week containing the first paid public performance, brush-up, replacement, put-in and/or understudy rehearsals may be scheduled up to the following limits:
- | | | |
|------------------|---|---------------|
| Category A | : | 2 hours /week |
| Category B | : | 4 hours /week |
| Category C and D | : | 6 hours /week |
- (b) If rehearsal is scheduled for any other purpose than that listed in (a) above, the director of record must be present.
- (2) SCHEDULING. Rehearsals scheduled on a one-performance day shall be limited to five hours in duration. The span of time between the end of a rehearsal and the beginning of the performance (curtain up) shall not be more than two hours. No rehearsal may be scheduled on a two-performance day. Rehearsal on a non-performance day shall be governed by the applicable Category rehearsal rules for weeks prior to the first paid public performance, except that rehearsal hours may not exceed the weekly limits prescribed in (1)(a) above without the payment of overtime.
- (3) NOTE SESSIONS. Note Sessions shall be scheduled before or after the performance, however they must be contiguous to the Actor's designated performance call.
- (4) INVOLABILITY OF DESIGNATED PERFORMANCE CALL. After the Actor's designated performance call, the Actor may not be called to rehearse (except for fight/stunt rehearsal required by Rule 18 — STAGE FIGHTING/VIOLENCE/STUNTS), accept script changes, or accept notes, except in an emergency, and no persons except those connected with the production and/or Theatre personnel will be permitted in the dressing rooms.
- Notes sessions shall be computed as part of the rehearsal hours permitted after opening, and the time utilized shall be calculated in half-hour increments.
- (5) REHEARSAL TIME UTILIZED. If the Actor is called for a rehearsal that is designated to be of a specific call time and duration, the Actor shall be credited with the total hours of the call regardless of whether the Actor is kept for the entire time period.
- (6) NEW PLAY. In the case of a new play, the rehearsal rules referred to in (1)(a) above may not be used for revisions of the script; however, for three weeks following the workweek containing the first paid public performance, new material may be worked provided the Actor is paid no less than the applicable Category overtime rate.

RULE 15: REST PERIODS AND DAYS OFF.

(A) Rest Periods.

- (1) Overnight. There shall be no less than a 12-hour overnight rest period between the end of employment on one day and the beginning of employment on the next day.
- (2) Between Performances. There shall be a minimum of one hour between curtain down and curtain up. Should there be less than two hours from curtain down to curtain up between performances, the Producer, at the Producer's option and expense, shall either provide the Actor with a hot meal, the cost of which shall be no less than \$10.00, or pay the Actor \$10.00.
- (3) Rehearsal Breaks. [See Rule 14(A)(4)— Rehearsal Breaks.]
- (4) Stage Managerial Staff. Due to the nature of Stage Managerial duties, it is not always possible for the Stage Manager to take required breaks at the same time as the Actors. Any violation of the Stage Manager's breaks shall be paid at the applicable Category overtime rate. All such overtime must be pre-approved by the Producer or the Producer's representative.

(B) Days Off.

- (1) Definition. The term "day off" shall mean 24 hours in addition to the regular 12-hour overnight rest period required at the end of each working day.
- (2) Specified on Face of Contract. The day(s) off shall be stipulated on the face of the Actor's contract.
- (3) Required Number of Days Off.
 - (a) Categories A and B. The Actor shall be entitled to no less than two **consecutive** days off in each week of rehearsal and performance, or combination of both, with the exception of the designated tech week. During the designated tech week, no less than one day off shall be required.
 - (b) Category C. The Actor shall be entitled to no less than two days off in each week of rehearsal and performance, or combination of both, with the exception of the designated tech week. During the designated tech week, no less than one day off shall be required.
 - (c) Category D. The Actor shall be entitled to no less than one day off in each week of rehearsal, including tech week, and no less than two days off in performance
- (4) Change of Day Off. The day(s) off may be changed with no less than a two-week written notice to the Actor and Equity.
- (5) Period Between Days Off. No more than eight consecutive days may elapse between days off except by written permission of Equity. [See Rule 14 — Rehearsals.] This provision shall not abrogate the Producer's responsibility to provide the appropriate number of days off in each workweek.

RULE 16: SAFE AND SANITARY CONDITIONS OF EMPLOYMENT.

The Producer agrees to provide the Actor with safe and sanitary place of employment.

Inspection and Compliance. The Producer agrees that Equity's representative shall have the right to inspect the theatre to determine whether the Producer has complied with the safe and sanitary requirements. 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, that the Producer must correct the deficiencies. Unless the Producer corrects the deficiencies noted or notifies Equity, in writing, that the Producer is unable to comply because of physical or financial hardship or due to the physical properties of the facility or gives Equity assurances satisfactory to it that such deficiencies will be promptly corrected, Equity's Council or its executives may certify the theatre as unauthorized for rehearsal, for performances, or both, as the Council or its executive 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 either require the Actors to refrain from rehearsing and/or performing in the theatre, or require the Producer to pay the sum of \$50.00 per week to the Actors' Equity Foundation, Inc. for each week in which the infraction occurs.

RULE 17: SALARIES AND ADDITIONAL COMPENSATION.

- (A) SALARIES PAID. All salaries must be paid to the Actor prior to the last Saturday performance or rehearsal of each week. When paid, the Actor must be issued a stub or other record of gross salary, itemized additions (e.g., overtime), and itemized deductions (e.g., dues deductions, taxes, and Social Security).
- (B) MINIMUM SALARIES FOR ACTORS AND STAGE MANAGERS. Equity sets only minimum salaries and encourages its members and their employers to negotiate salaries above these minimums whenever possible.
- (C) DANCE CAPTAIN. If an Actor signed to an Equity contract is selected as Dance Captain, no less than 15% of his/her weekly gross salary will be added to the weekly salary. An Equity Actor, engaged solely as Dance Captain, shall be paid no less than the minimum Actor salary.
- (D) FIGHT/STUNT CAPTAIN. A Fight/Stunt Captain shall receive no less than 10% of contractual salary per week in addition to his/her weekly salary, beginning with the week in which the Fight/Stunt Captain assignment is made. Provision for payment shall be included in a rider to the Fight/Stunt Captain's contract. [See Rule 18 — STAGE FIGHTING/VIOLENCE/STUNTS.]
- (E) OVERTIME RATES. Overtime shall be paid at a rate of: Category A & B: \$10.75 per hour or \$5.75 per half-hour; Category C & D: \$13.00 per hour or \$6.50 per half hour. In the second year of the Agreement, these overtime rates shall increase by 2% or COLA (December over December), whichever is greater.
- (F) CONSECUTIVE PRODUCTIONS. Where consecutive productions are permitted and only in the weeks in which the Actor and/or Stage Manager rehearses and/or

performs in both productions, the Actor and/or Stage Manager shall receive no less than 10% of the applicable Tier minimum salary in addition to contractual salary and any required increments.

(G) **REHEARSAL AND PERFORMANCE WEEK SALARY.**

<u>Category</u>	<u>Actor</u>	<u>Stage Manager</u>
A	\$145.00	\$182.00
B	\$162.00	\$202.00
C	\$216.00	\$269.00
D	\$256.00	\$319.00

Effective on Monday, September 18, 2006, the above salaries shall increase equal to that of the Cost of Living Increase (December over December)

RULE 18: STAGE FIGHTING/VIOLENCE/STUNTS.

Regulations shall be followed whenever a production requires physical violence, with or without weapons, and/or potentially dangerous choreographed movements such as falls, throws or tumbling, and should be included in a signed rider to the contract. The Producer must contact Equity for safety provisions.

RULE 19: STAGE MANAGERS.

- (A) STAGE MANAGER REQUIREMENT. A stage manager shall be required for all productions.
- (B) CONTRACT REQUIRED. If three or more Actors are signed to Equity contracts, the Stage Manager must be signed to an Equity contract.
- (C) CONTRACT OPTIONAL. If fewer than three Actors are signed to Equity contracts, the stage manager may be signed to an Equity contract, however it is not required.
- (D) ACTING/UNDERSTUDYING. Stage Managers shall not be permitted to act and/or understudy.
- (E) CONTRACT.
 - (1) PRE-PRODUCTION WEEK. The Stage Manager shall be engaged, and contractual salary shall commence, no later than one week prior to the first day of rehearsal.
 - (2) WORK PRIOR TO THE COMMENCEMENT OF CONTRACTUAL EMPLOYMENT
 - (a) No Stage Manager shall be required to do any work of any nature whatsoever without an individual contract executed after security has been properly posted with Equity and said Stage Manager has received instructions from the Producer as to the Stage Manager's duties.
 - (b) The Producer agrees that the Stage Manager shall receive compensation for any work done in preparation for the production

and/or any auditions held for it, which occur prior to the beginning of the Stage Manager's contract. The continuous employment provision above shall not apply in this instance. Such work shall be performed and compensated as follows:

- (i) The workday for the Stage Manager shall not be less than three consecutive hours.
- (ii) Payment shall be made at the overtime rate for the appropriate Category for each hour, or part thereof. This payment shall be subject to a pension contribution and a Working Dues deduction.

- (F) PRIMARY RESPONSIBILITY. The Stage Manager shall be present and perform the functions and duties of the Stage Manager at all rehearsals and performances. (For a listing of the Duties and Obligations of a Stage Manager, contact your Equity Business Representative.)

RULE 20: TELEVISIONING, FILMING, AND RECORDING.

Televising, broadcasting, visual and/or sound recording, motion picture filming, videotaping, and/or other means of reproduction in whole or in part, including any reproduction required for use within the production, except as provided in Rule 13 — Recordings Used in Production (Sound and Video), shall require that the Producer apply to Equity for terms and permission at least 30 days in advance of said activity. This Rule shall also apply to any reproduction made within a period of 16 weeks following the final performance of a production. [See also Rule 12 (B) — Publicity – Filming or Taping for News and Community Affairs Telecast.]

RULE 21: TERM OF EMPLOYMENT.

The minimum term of employment shall be two consecutive weeks.

RULE 22: TERMINATION NOTICES AND CLOSING NOTICE.

- (A) WRITTEN. Notices, Company and individual, must be made in writing. Copies of all notices must be filed with or mailed to Equity immediately by the Actor or Producer giving notice.
- (B) SERVICE. All notices to the Producer must be in writing and may be given to the Producer personally, the company manager, or the stage manager. Notice to the Actor must be in writing and given to the Actor personally, unless the Producer has obtained the address of the Actor as registered with Equity, in which case unless otherwise provided under the rehearsal provisions, it may be given by mail or telegram. All communications, which refer to the Company in general shall be posted upon the callboard.
- (C) BEFORE REHEARSAL. Before the beginning of rehearsals, contracts may be terminated as follows:
 - (1) BY THE ACTOR. The Actor may give written notice to the Producer at any time prior to two weeks before the reporting date on the face of the contract (except as provided in Rule 6 — MORE REMUNERATIVE EMPLOYMENT). During the two weeks prior to the reporting date, said Actor may terminate the contract by paying to the Producer one week's contractual salary. Said payment, in the form of a certified check, cashier's check or money order,

must accompany the termination notice in order for such notice to be effective.

- (2) BY THE PRODUCER. The Producer may terminate the Actor's contract any time prior to the reporting date on the face of the contract by giving written notice to the Actor and paying the Actor a sum equal to two weeks' contractual salary. Said payment must accompany the termination notice in order for such notice to be effective.

(D) DURING REHEARSAL.

- (1) BY THE ACTOR. The Actor may terminate the contract any time prior to the first paid public performance by giving no less than 14 days' written notice to the Producer, except for more remunerative employment. [See Rule 6 — MORE REMUNERATIVE EMPLOYMENT.]
- (2) BY THE PRODUCER. The Producer may terminate the Actor's contract any time prior to the first paid public performance by giving written notice to the Actor and paying the Actor for all rehearsal to date plus a sum equal to two week's contractual salary. Said payment must accompany the termination notice in order for such notice to be effective.

(E) INDIVIDUAL TERMINATION AFTER THE FIRST PAID PUBLIC PERFORMANCE.

- (1) TWO WEEKS' NOTICE. Either party may terminate the contract on or after the date of the first paid public performance of the play by giving the other party two weeks' written notice. After the just cause provision is in effect, however, the Producer may only terminate the Actor's contract for just cause. [See (2) below.] **Just cause shall be in effect beginning the week following the first paid public performance.**
- (2) JUST CAUSE. If requested by the Actor in writing, the Producer must furnish the reasons for dismissal to the Actor and Equity, in writing, within two weeks of such request. Equity may then investigate the basis for the discharge. If Equity desires to challenge the discharge, the matter shall be submitted to arbitration as provided in this Agreement without the intervening dispute resolution process.

In the event that a Producer discharges an Actor pursuant to the provisions of this Rule, and obtains the written consent of Equity for the discharge of the Actor, the discharge shall be considered justified and shall not be subject to arbitration. In the event that the Producer does not receive the aforesaid written consent, the matter shall be subject to arbitration pursuant to "Expeditious Arbitration" through the American Arbitration Association.

In the event "just cause" is not found, the arbitrator's award shall be limited to monetary damages, which shall not exceed six weeks' contractual salary.

- (F) COMPANY CLOSING NOTICE. The Producer may close the Company upon one week's written notice, or upon payment of one week's contractual salary in lieu thereof, provided the Producer has paid the Actor for all services rendered to date but, in no event, shall the Actor be paid less than two weeks' salary. [See also Rule 21 — TERM OF EMPLOYMENT.] The Producer shall post this closing notice before the curtain up of the last performance of the week preceding the closing week.

- (G) EFFECT OF COMPANY NOTICE. Where a Company is closed in accordance with (F) above, such notice of closing shall supersede any individual termination notice then outstanding.
- (H) PAYMENT WHEN THE ACTOR IS NOT ALLOWED TO WORK OUT NOTICE. If the Actor is not allowed or required to work out any notice properly given under this Agreement, the Actor shall be paid all amounts due immediately upon the giving of notice and may accept other employment.
- (I) RIGHTS AFTER GIVING NOTICE WHEN ACTOR SECURES NEW ENGAGEMENT. Should either party give the other any notice permitted under this Agreement which terminates the contract of employment 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 that do not conflict with the Actor's rehearsals and/or performances under the Actor's then existing contract.

RULE 23: UNDERSTUDIES.

Understudies will not be required but are an option of the Producer. However, the Producer will hold Equity, the Actor, and the Stage Manager harmless for any canceled performance due to illness. The Producer may require reasonable proof of illness. Additionally, it is understood that Local Jobbers are among the non-professionals who are permitted to function as understudies. In addition to the options available in the standard rulebook, the Producer may employ an Actor signed to an Equity contract to understudy under no less than the following terms and conditions:

- (1) The Actor shall be employed on a two-week contract to rehearse/learn the part.
- (2) When the Actor performs the role understudied, he shall receive no less than one-eighth of minimum salary for each performance.

RULE 24: VACATIONS PAY AND VACATIONS. Productions that employ Actors and or Stage Managers on production for 26 weeks or more shall be subject to vacation pay and vacation time. Equity shall provide the Producer such vacation terms.