Actors' Equity Association

AGREEMENT AND RULES
GOVERNING EMPLOYMENT
UNDER THE
EQUITY/LEAGUE PRODUCTION CONTRACT

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This Agreement is made between Actors' Equity Association (hereafter called "Equity") and The Broadway League (hereafter called "League") on behalf of its Producer members (hereafter referred to individually as "Producer").

RECOGNITION

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

RULES GOVERNING EMPLOYMENT
UNDER THE EQUITY/LEAGUE PRODUCTION CONTRACT

1. ACTOR'S OBLIGATION TO EQUITY

(A) Nothing contained in any employment contract signed by any member of Equity shall be construed so as to interfere with the carrying out of any obligation which a member owes to Equity by virtue of such membership and the Producer shall not only 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 Producer has notice:

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

(2) That Equity, deriving its charter from the "4 A's", is in turn subject to the Constitution, By-Laws, orders, rules and regulations of the "4 A's" and the American Federation of Labor-Congress of Industrial Organizations.

(3) That the Actor is directly subject to the Constitution, By-Laws, rules, regulations and orders of the "4 A's" and the Producer agrees that Producer will not require the Actor to do any act or thing forbidden by the Constitution or By-Laws of the "4 A's" or by its rules, orders, or regulations.

(4) All individual contracts of employment shall be subject to all such rules and regulations.

(C) Nothing contained in this Rule shall require the Producer to take any action which is not legally permissible, or shall permit Equity to change, modify, amend, supersede, or impose any conditions or obligations upon the Producer which are not specifically set forth in the Equity Rules Governing Employment or

in the basic collective Agreement or in any individual Agreement made with an Actor consistent herewith.

2. AGENTS

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

(B) **Commissions**. Should the Producer contact the Actor directly and agree with the Actor as to the salary and role, 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 the Actor harmless from any such claim.

(C) **Chorus, Commissions Prohibited**. The Producer has notice that Actors performing under a Chorus Contract shall not pay commission to any agent, except as in accordance with the Equity Agency Regulations.

3. ALIENS

(A) **Employment of Non-resident Aliens**. Non-resident aliens may be employed only if approved through the following procedures and the Producer agrees not to take any action (i.e., make contractual commitments with aliens, import a show or cast into the United States, or make application to the United States Immigration and Naturalization Service or any other government agency) unless Equity has given such approval in writing or there has been an arbitration award pursuant to this Rule and Rule 4, ARBITRATION. As a further part of the application procedures, the Producer agrees not to advertise and will endeavor not to publicize the engagement of any Alien Actor or Unit Company until written approval for such employment has been given by Equity.

(1) **Application Required**. A written application for such approval must first be submitted by the Producer to Equity, accompanied by whatever information the Producer thinks relevant.

(2) Following receipt of such application, which shall be accompanied by all materials specified herein, Equity's Alien Committee shall have 15 business days in which to render its decision.

(3) **Right of Appeal**. In the event the Producer is dissatisfied with the Equity Alien Committee's decision, Producer may appeal and present the case to the Equity Council at its next meeting, at which time the Council will render its decision, or Producer may go directly to arbitration under provisions of Rule 4. In the event the Producer appeals to Equity's Council and is

dissatisfied with the Council's decision, the matter may be submitted directly to arbitration.

(4) In the event of arbitration, the Arbitrator shall, within one week's time, render a decision which shall be final and binding on both Parties. The Arbitrator shall reach a decision based on the criteria set forth in Rule 3(B) below.

(5) Unless the Producer complies with the conditions or procedures set forth above, the Producer's request for employment of non-resident alien(s) will be automatically denied.

(B) To qualify for employment under terms of this Agreement, non-resident aliens must meet all the requirements of any one of the following three categories:

(1) **Star**. The application to Equity must include at least the following documentation:

(a) Evidence that the alien has been nominated for, or has been the recipient of, significant national or international awards or prizes in the particular field such as an Academy Award, an Emmy, a Grammy, or a Director's Guild Award; or

(b) At least three of the following forms of documentation:

(i) Evidence that the alien has performed, and will perform, services as a lead or starring participant in productions or events which have a distinguished reputation as evidenced by critical reviews, advertisements, publicity releases, publications contracts, or endorsements;

(ii) Evidence that the alien has achieved national or international recognition for achievements evidenced by critical reviews or other published materials by or about the individual in major newspapers, trade journals, magazines, or other publications;

(iii) Evidence that the alien has performed, and will perform, in a lead, starring, or critical role for organizations and establishments that have a distinguished reputation evidenced by articles in newspapers, trade journals, publications, or testimonials;

(iv) Evidence that the alien has a record of major commercial or critically acclaimed successes as evidenced by such indicators as title, rating, standing in the field, box office receipts, motion picture or television ratings, and other occupational achievements reported in trade journals, major newspapers, or other publications;

(v) Evidence that the alien has received significant recognition for achievements from organizations, critics, government agencies, or other recognized experts in the field in which the alien is engaged. Such

testimonials must be in a form which clearly indicates the author's authority, expertise, and knowledge of the alien's achievements; or

(vi) Evidence that the alien has either commanded a high salary or will command a high salary or other substantial remuneration for services in relation to others in the field, as evidenced by contracts or other reliable evidence.

(2) **Actor Providing Unique Services**. The application to Equity must include at least the following documentation:

(a) That the Actor whose services are sought will be providing unique services which cannot be performed by any current member of Equity and that there is no citizen of the United States or resident alien domiciled in the U.S. capable of performing such services;

(b) That a diligent search has been made within the United States to find such an Actor.

(3) **Unit Company**. The application to Equity must include at least the following documentation:

(a) That the Unit Company is a repertory organization which will perform at least two full productions from its repertoire for a limited engagement not to exceed 20 weeks in any one city and that it be specified in advance to Equity that the Unit Company will give an equal number of performances in each city or town of each of the two or more productions to be presented in the United States;

(b) That it is of internationally recognized status and considered to be of the highest artistic standard and reputation;

(c) That it has established its identity over a period of at least 10 years;

(d) That the productions intended to be presented are regularly on its production schedule;

(e) That the Unit Company shall have a cast complement in which at least 80% of the members appeared in at least eight performances in the repertory production(s) in a repertory season at one of its repertory theatres. (Examples of companies which may qualify as Unit Companies are: *the Royal Shakespeare Company, the British National Theatre, the Comedie Francaise and the Jean-Louis Barrault Company*.)

(C) In the event the determination is made, pursuant to paragraph (A) above, that a non-resident alien or a Unit Company and its non-resident alien members satisfy the criteria set forth herein, Equity will support the Producer's application to the Immigration and Naturalization Service for the temporary admission and employment of said alien(s). Application on behalf of the same

non-resident alien or Unit Company and its non-resident alien members for subsequent productions shall follow the procedures detailed herein.

(D) **Companies and Plays of Special Character**. Companies and Plays first presented outside the United States which do not fall within the categories described in paragraph (B) above, may be allowed to perform in the United States under terms and conditions to be determined by Equity.

Applications under this paragraph shall be made to Equity in a form satisfactory to Equity and the determination of whether such a company or Play of special character shall be allowed to be performed in the United States and under what terms and conditions, shall be entirely within the discretion of the Council of Actors' Equity Association, such determination to be final and binding.

(E) **Additional Provisions Relating to Non-resident Aliens**.

(1) No Actor may be replaced by a non-resident alien.

(2) Non-resident aliens may not be employed under Chorus contracts except in Unit Companies.

(3) Each Unit Company, or company or Play of special character as defined in paragraphs (B) and (D) above shall be required to hire a resident Stage Manager qualified in accordance with Rule 68, STAGE MANAGERS. Such Stage Manager shall be hired no later than the first day of rehearsal or performance, whichever comes first, after the company arrives in the United States and shall remain employed until the final performance in the United States.

(4) A Unit Company accepted by Equity must perform an Actors' Fund Benefit as required by Rule 6, BENEFITS.

(5) When an alien Actor is employed in any company other than a Unit Company, an Actor other than an alien Actor will be engaged solely as Understudy to the alien Actor or in another job function which is in addition to the complement required under this Agreement for both Point of Organization and touring productions except that for Pre-point of Organization tryouts, such Actor shall be required commencing with the sixth week after the first paid public performance.

(F) Notwithstanding any of the above provisions, it is the purpose of this rule that a balance be maintained so that in each country where English is spoken, the number of non-resident aliens from each such country admitted to perform under this Rule shall not exceed the number of United States citizens employed in the theatre in such foreign country. It is understood that while absolute equality in numbers is not capable of attainment, it is nevertheless the intention of this Rule that failure to adhere to this precept violates the letter and spirit of this Rule.

(1) In order to implement the purpose stated in (F) above, The Broadway League and Actors' Equity Association will exercise their best efforts to foster

reciprocal exchange of Unit Companies. Toward this end, the parties agree to meet quarterly to review the status of such exchanges.

(2) Further, to implement the purpose stated in (F) above, the Producer who licenses a play under the Production Contract to be performed in a country where English is spoken will use best efforts to place in the Agreement with the foreign Producer a provision that either two Actors or 15% of the cast, whichever is greater, engaged in the foreign production will be United States Citizens.

4. ARBITRATION AND GRIEVANCE

Except as otherwise expressly provided in these Rules, any dispute between a Producer and/or the League and the Actor and/or Equity relating to the interpretation or application of the Collective Bargaining Agreement between Equity and the League shall be submitted to the Grievance Committee at the request of either Equity, the Producer, or the League and, if not decided by the Grievance Committee, may be submitted to arbitration as provided below. If a dispute or grievance relates to a production with a Point of Organization other than New York, Equity shall have the right to demand arbitration of the grievance or dispute without prior resort to the Grievance Committee.

(A) **Grievance Committee**. The Grievance Committee shall consist of up to five representatives of Equity and up to five representatives of the League. In rendering decisions, the Equity representatives and the League representatives shall each cast, in the aggregate, one vote. No decision of the Committee shall be made in the absence of two concurring votes. A decision of the Committee (by two concurring votes) on a grievance or dispute shall be final and binding on the parties.

(1) **Expedited Procedures**. Matters of dispute set forth in paragraph (C) below shall be submitted to the Grievance Committee by written notice (sent by FAX, Email, Certified Mail/Return Receipt Requested, or by hand delivery with delivery acknowledged by a receipt) to the appropriate Regional Director of Equity with a copy to the Executive Director and to the Director of Labor Relations of the League with a copy to the Executive Director, which notice shall state that the dispute is subject to expeditious arbitration. In the case of a grievance or dispute submitted by Equity, a copy of the notice shall be sent to the Producer involved. The Committee shall meet promptly to consider the grievance or dispute. In the event that the grievance or dispute is not decided by the Committee within 72 hours (including at least two business days) after delivery of notice of the dispute to the Committee, the grievance or dispute may be submitted to arbitration as provided in paragraph (C) below.

(2) Matters of dispute other than those set forth in paragraph (C) below shall also be submitted to the Grievance Committee by written notice (sent by FAX, Email, Certified Mail/Return Receipt Requested, or by hand delivery with delivery acknowledged by a receipt) to the appropriate Regional Director of Equity with a copy to the Executive Director and to the Director of Labor

Relations of the League with a copy to the Executive Director. In the case of a dispute submitted by Equity, a copy of the notice shall be sent to the Producer involved. The Committee shall meet promptly to consider the grievance or dispute. In the event that the grievance or dispute is not decided by the Committee within 30 calendar days after delivery of notice of the dispute to the Committee, the grievance or dispute may be submitted to arbitration as provided in paragraph (D) below.

(B) There shall be a board of seven arbitrators designated to hear and determine disputes between a Producer and/or the League and Equity relating to the interpretation or application of this Agreement. The seven arbitrators are Ralph Berger, John Donoghue, Howard Edelman, Carolyn Gentile, George Nicolau, Martin Scheinman and Alan R. Viani.

(1) The arbitrators shall serve for the duration of the collective bargaining Agreement unless either party, not more than 30 days prior to an anniversary date of the contract, requests in writing, by notice (sent by FAX, Certified Mail/Return Receipt Requested, or by hand delivery with delivery acknowledged by a receipt) to the other party and to the Arbitrator, the termination of his duties as arbitrator. In such event, or in the event an arbitrator should resign or for other reason be unable to perform arbitrator's duties, one or more successors shall be chosen by the mutual Agreement of the parties herein or, upon failure of such agreement, an arbitrator shall be selected on a case by case basis pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

(2) An arbitrator shall be selected via an alternate striking process. The parties shall alternate striking first, with the party first demanding arbitration after June 27, 2000 striking first. The striking procedure shall be completed in a telephone call between League staff and Equity staff, and the parties shall use best efforts to complete the strike process prior to the end of the business day following receipt of the demand. Both parties shall then contact the arbitrator selected to determine whether he has a date available in the next 60 days. If not, both parties shall contact the arbitrator last struck to determine whether he is so available, and shall continue in reverse striking order until an arbitrator can be selected.

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

(C) **Expeditious Arbitration**. When there is a dispute concerning the termination of an Actor by the Producer for reasons set forth in Rule 60(A), REPLACEMENT OF THE ACTOR, or in cases where there is a dispute under Rules 7(F), BILLING; 12(D)(2), CHORUS; 13(B)(2)(c), CLAIMS; 16(B)(3), CONTRACT; 16(F), CONTRACT; 22, DEPUTIES and MEMBERS; 24, DUTIES OF THE ACTOR; 57, RECORDINGS; 62(H), SAFE and SANITARY PLACES OF EMPLOYMENT (Inherently Dangerous Conditions Prohibited); 63(E), SALARY/EXTRA RISK; 68(G)(2)(a), STAGE MANAGERS; (39) MEDIA

PROMOTION AND PUBLICITY AND OTHER RECORDING AND BROADCAST PROVISIONS; 72(C)(1)(g), TRANSPORTATION AND BAGGAGE; 72(F)(2)(c), TRANSPORTATION AND BAGGAGE; THE EXPERIMENTAL TOURING PROGRAM and the dispute has not been decided by the Grievance Committee, either Equity, the Producer, or the League shall have the right to invoke the following expeditious arbitration procedure:

(1) The dispute or grievance shall be asserted by a notice given to the other parties in writing (by FAX, Email, Certified Mail/Return Receipt Requested, or by hand delivery, return receipt requested). A copy of such notice shall be sent to the Arbitrator selected by the parties at an address to be designated by the Arbitrator.

(2) In cases where expedited arbitration is necessary, the parties will poll the arbitrators by telephone to determine which of them is most immediately available. The parties shall select the arbitrator whose availability is most immediate.

(3) The award of the Arbitrator shall be in writing and may be issued with or without opinion. If any party desires an opinion, said party may request same, but such request shall not delay compliance with, or 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) **Arbitration**. In matters of dispute, other than those set forth in paragraph (C) above, which have not been decided by the Grievance Committee, the dispute or grievance may be submitted to arbitration by Equity, the Producer, or the League by a written demand for arbitration served upon the other party. The demand shall be sent by FAX, Email, Certified Mail/Return Receipt Requested or hand delivery with delivery acknowledged by a receipt. 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. The Producer, Equity, or the League may request an expeditious arbitration pursuant to the procedure set forth in paragraph (C) above. Such request shall be sent by FAX, Email, Certified Mail/Return Receipt Requested or by hand delivery to all other parties (including the League) with delivery acknowledged by a receipt. The expeditious arbitration procedure shall be followed unless the other party objects within 12 hours after receipt of the request by FAX, Email, Certified Mail/Return Receipt Requested or receipted hand delivery. In the event the other party objects, the expeditious arbitration procedure shall not be used. It is understood by the parties 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 in paragraph (C) above, no party shall have the right to such an expeditious arbitration over the objection of the other party.

(1) 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.

(2) The award of the Arbitrator shall be final and binding on all parties.

(E) In the event Equity is given formal notice by the Producer of the discipline of an Actor pursuant to the provisions of Rule 60(A)(1), REPLACEMENT OF ACTOR, or pursuant to the provisions of Rule 32(D), ILLNESS AND SICK LEAVE, the matter shall be considered settled unless submitted by Equity to the Grievance Committee within 10 days and (if not decided by the Grievance Committee) submitted by Equity to arbitration within 10 days of written notice to Equity that the Committee has failed to reach a decision on the matter. In all other cases, the Arbitrator may consider the laches of either side initiating a grievance or arbitration procedure in his consideration of the dispute.

(F) In the event a Producer discharges an Actor in accordance with the provisions of Rule 60(A), REPLACEMENT OF ACTOR, while the production is in a city other than New York and in the event the Producer obtains the written consent of Equity for the discharge of the Actor, the discharge shall be considered justified for the purposes of Rule 60(A) and (B) and shall not be subject to grievance or arbitration procedures. In the event the Producer does not receive the aforesaid written consent, the matter shall be subject to grievance or arbitration procedures pursuant to the above provisions only if Equity submits the matter to the Grievance Committee within 72 hours after receipt by it of the Producer's written notice of dismissal and the reasons therefor and (if not decided by the Committee) shall be subject to arbitration only if submitted by Equity to arbitration within five business days of written notice to Equity that the Committee has failed to reach a decision on the matter.

(G) The cost of arbitration, and any compensation to and expenses of the Arbitrator, shall be borne equally by the parties.

5. AUDITIONS AND INTERVIEWS

(A) **Principal Interviews/Auditions**.

(1) General: Before any principal performers (other than "star" performers) are hired for a production, there shall be auditions at which performers will be seen, without appointment, for principal roles and for stage manager positions. Subsequent auditions may also be scheduled at this time. The following conditions shall apply:

(a) Among the auditions held for principal roles, there shall be interviews or auditions for Equity performers. The Producer shall follow all Equity rules regarding Equity interviews and auditions.

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

(c) Auditions by appointment, except appointments taken pursuant to Equity Audition Codes, shall not be permitted prior to the completion of all other principal auditions.

(2) Equity Principal Interviews/Auditions:

(a) Equity Interviews/Auditions for Equity performers shall be conducted in accordance with the following:

(i) No later than two weeks prior to the first Equity interview/audition, the Producer shall submit a complete cast breakdown to Equity, setting forth a definitive description of each character in the production, all stage managerial positions available and stating the agreed upon time, date and location of the interview/audition for posting at Equity. Any audition notice may also state if the Actor may submit a recorded audition. If the cast breakdown is distributed to personal managers, agents and/or a breakdown service more than two weeks prior to the first interview/audition, it shall also be submitted to Equity at that time.

(ii) Simultaneously with the Producer's submission to Equity of the cast breakdown, the names of the Producer, composer, lyricist, author, book writer, if any, director, assistant director, musical director, choreographer, stage manager, professional casting director, general manager, company manager and an address to which resumes may be sent are also to be submitted.

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

(iv) There shall be three days during which Equity interviews/auditions shall be held in a theatre, rehearsal hall, or other Equity approved location which is accessible, as defined by federal law, and complies with Equity's safe and sanitary provisions.

(v) The Producer shall consult with Equity with respect to the scheduling of the Equity interview/audition. If more than one such interview/audition has been scheduled for the same day, they shall be within reasonable walking distance of each other. The Producer shall use the facilities of the Equity Audition Center (165 West 46th Street, New York City), if it is available and compatible with the interview/audition requirements of the Producer.

(vi) Equity interviews/auditions must be held in the city designated as the Point of Organization/Equity office city.

(vii) The Producer shall schedule the first day of Equity interviews/auditions no earlier than 26 weeks prior to the start of rehearsals. Should more than 26 weeks elapse before rehearsal begins, new Equity interviews/auditions shall be required. Equity shall not unreasonably withhold its permission to extend this period upon application by the Producer.

(viii) The location or time of the Equity interview/audition may not be changed without prior notice to Equity and unless the change can be published in trade publications prior to the interview/audition.

(ix) Equity, at no cost to the Producer, will provide a monitor to organize the scheduled Equity interviews/auditions.

(b) Equity Principal Auditions: Principal Auditions for Equity performers shall be conducted as follows:

(i) The Equity auditions will be conducted by the Producer, director, assistant director, any author and/or professional casting director designated in writing by the Producer.

(ii) The Producer agrees to audition at least 115 Equity performers each seven hour day and may see more if time permits (see section (d)(i) below).

(iii) The Equity performer shall be limited to two minutes to present audition material of the performer's choice. Singing may be required for musicals.

(iv) Auditions for Equity performers will be available on a first come, first served basis.

(v) When a deaf performer is sought or a deaf character is being cast, the Producer shall provide during the audition a qualified interpreter for the deaf (i.e., an interpreter qualified or certified in sign language or oral interpretation).

(vi) All audition material provided by the Producer shall upon request be made available, at a place to be designated by the Producer at least 48 hours in advance of the audition, to performers who are blind or have low vision.

(c) Equity Principal Interviews: Interviews for Equity performers and stage managers shall be conducted as follows:

(i) Equity performers and Stage Managers shall have the option to interview on any one of the three days of Equity interviews or auditions.

(ii) The Equity interview shall be conducted by a representative of the Producer with the authority effectively to recommend that the performer be called to a subsequent audition. The Producer, director, assistant director, any author and/or professional casting director are endowed with such authority.

(iii) The Producer agrees to see as many Equity performers as time allows (see (d)(i) below), and shall make best efforts to provide more than one interviewer, if necessary, to accommodate those performers wishing to be interviewed.

(iv) Equity performers will be seen on a first-come, first-served basis.

(v) The Equity interview is not available to any Equity performer who was previously auditioned at an Equity audition for the same production.

(d) Additional Equity Principal Interview/Audition Provisions:

(i) Each day of Equity interviews/auditions shall consist of seven hours. However, two separate half days of not less than four hours may be substituted and scheduled in place of any one day.

(ii) The Producer shall make the premises available to the Equity monitor and Equity performers one hour prior to commencement of the scheduled interviews/auditions.

(iii) The Producer shall provide a piano and professional piano accompanist who can sight read when Equity auditions for singers are held.

(e) Subsequent Equity Principal Auditions:

(i) Subsequent to Equity Principal interviews or auditions, Equity performers shall be called to audition at specific times and shall not be called in groups unless for physical screening and/or voice blending.

(ii) Auditions and/or readings, excluding initial interviews/auditions, shall be limited to four in number for an Equity performer and said performer shall be compensated at the rate of one-eighth of minimum salary for each reading and/or audition over four, to which the performer is called. The above numerical limitations and payment shall not be applicable to recognized stars or top featured performers.

(iii) Equity franchised agents may accompany their clients to Equity auditions.

(iv) The Producer shall provide a piano and professional piano accompanist who can sight read when auditions for singers are held.

(v) If an actor is requested to learn specific audition material, including music, for an audition, Producer shall provide all such material at no

charge to the actor. If music must be learned, Producer shall provide piano accompaniment via electronic means at no cost to the actor.

(vi) The director or assistant director must be present at all Equity auditions. The musical director or assistant musical director must be present at all auditions for singers and the choreographer or assistant choreographer must be present at all dance auditions. The Producer may request that Equity permit persons of equivalent authority to substitute for the above. If the audition is for screening purposes, a casting director may hold the audition, but there must be subsequent auditions with the persons enumerated in this paragraph present.

(vii) Equity performers must be given specific appointments and not more than 12 auditions may be scheduled in an hour. The Producer shall maintain a written schedule of the names of all performers auditioned and the dates and times of their auditions, a copy of which shall be sent to Equity.

(viii) The Producer, or the Producer's representative, shall keep a sign-in sheet at all callbacks and auditions to denote arrival and departure times of all Equity performers. Performers who are kept at an audition or callback longer than three hours shall be paid the overtime rate of $29 for the fourth hour and for each additional hour or part thereof.

(ix) Should the Producer choose to hold additional Equity interviews or auditions in a city where Equity maintains an office but which is not designated as the Point of Organization, the Equity interview or audition must be scheduled through the local Equity office and shall follow the designated procedures of that office.

(B) **Principal Replacement Calls**.

Each musical and dramatic production employing Principal performers shall conduct not less than one day of principal replacement calls at least every 12 months after the first anniversary date of the first paid public performance. The Auditions will be conducted by the Producer, director, assistant director, any author and/or professional casting director designated in writing by the Producer. The Producer is under no obligation to hire any person pursuant to any replacement call procedures including the procedures for Equity performers set forth herein.

(C) **Chorus Auditions**.

(1) General: Before any chorus performers are hired, there shall be chorus auditions open to all performers. The following conditions shall apply:

(a) Among chorus auditions held, there shall be auditions for Equity performers. The Producer shall follow all Equity rules regarding Equity auditions.

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

(c) Auditions by appointment, except appointments taken pursuant to Equity Audition Codes, shall not be permitted prior to the completion of all other auditions.

(d) Any audition notice may also state if the Actor may submit a recorded audition.

(2) Equity Chorus Auditions: Chorus auditions for Equity performers shall be conducted as follows:

(a) The Producer shall provide Equity at least one week's notice of the first call for Equity chorus auditions and notice of the final call. Equity representatives shall be present at the place of the call.

(b) The Producer shall not hold Equity chorus calls or auditions on any day when an Equity meeting is scheduled, provided that Equity gives notice in advance of such meeting.

(c) Either the director, musical director, composer, or choral director must be present at all Equity auditions for singers. Either the choreographer, assistant choreographer, or dance captain must be present at all Equity dance auditions.

(d) For productions in which Equity performers are required to sing, there must be an audition for singers at which performers must be given an opportunity to audition in their primary skill before they may be requested to move or dance. In productions in which Equity performers are required to dance, there must be an audition for dancers at which performers must be given an opportunity to audition in their primary skill before they can be requested to sing.

(e) Dance auditions must be conducted on approved dance surfaces.

(f) Equity auditions may, if necessary, be held on two separate days, one day for voice and one day for dance and general qualifications. If said two days are not consecutive, performers shall not be required to report for any purpose on the intervening days. The performers shall not be required, during the audition, to rehearse numbers to be used in the production. If so required, rehearsals shall be deemed to have begun.

(g) If Equity performers are called for any day, work on any day after the third audition day, or are called for a fourth audition, the performers shall be compensated on the basis of one-sixth minimum salary for each day or part thereof.

(h) For each Equity performer, there shall be a break of at least one hour, after not more than five consecutive hours of audition. For each

hour or part thereof, over five hours without a break, the performer shall be paid the overtime rate of $29 until such break is given.

(i) The Producer shall provide a piano and professional piano accompanist who can sight read when auditions for singers are held.

(D) **Chorus Replacement Calls**.

(1) Each musical play employing chorus performers shall be required, at least every six months after the first paid public performance, to conduct chorus replacement calls.

(2) Before any chorus replacement performers are hired, there shall be chorus replacement calls open to all performers. The following conditions shall apply:

(a) Among the chorus replacement calls held, there shall be replacement calls for Equity performers which shall be conducted in accordance with the provisions of paragraph (C)(2) above.

(b) The Producer is under no obligation to hire any person pursuant to any chorus replacement call procedures including the procedures for Equity performers set forth herein.

(E) **Additional Equity Interview/Audition Provisions**:

(1) Equity Audition and Interview Code/Safe and Sanitary provisions:

(a) Whenever Equity auditions or interviews are held, the Producer agrees to provide:

(i) A separate room with seats and open space where the performer may wait and/or warm up.

(ii) Separate change facilities (not lavatories) for men and women required to dance.

(iii) Audition, change and waiting rooms which are properly lighted, ventilated and heated during inclement or cold weather to at least 68 degrees Fahrenheit.

(iv) Smoking shall not be permitted in the interview, audition or waiting room.

(v) Equity reserves the right to approve audition dance surfaces as per Rule 62(E).

(vi) Ample, pure, cool drinking water, and cups where necessary, shall be provided at no cost to the Actor wherever the Actor is required to audition.

(b) When auditions are held in premises which are not accessible, as defined by Federal law, the Producer, upon timely notification, by either

the Equity Audition Center or by a performer with a disability who wishes to audition, will arrange accessible audition facilities to accommodate equal access casting for performers with disabilities.

(2) Liability Insurance: The Producer shall provide liability insurance to cover all Equity performers at Equity auditions and interviews.

(3) Equity and the League are committed to the belief that auditions must be done live. However, should a key member of the creative team not be able to attend a final Equity callback for a specific Principal role, Principal understudy assignment or a Chorus part or specialty, Recording of Equity performers shall be permitted, provided:

(a) Any resulting recording shall only be used internally for casting purposes;

(b) The recording shall not be released in any medium;

(c) The Actor and Equity shall receive no less than 24 hours' notice that the audition will be Recorded;

(d) There will be at least one person with casting authority in attendance at the Recording; and

(e) After the stated purpose has been accomplished, but no later than 30 days from the date of the Recording, the recording shall be destroyed, with written certification to Equity signed by the Producer that no copies were made or retained in any format.

(4) **Non-Discrimination in Auditions and Script Review**. It is the intent of the Producer and Equity that casting for all roles be made without regard to sex, race, color, creed, national origin, age, disability, sexual orientation or political persuasion or belief and the parties affirm their commitment to equal employment opportunity, diversity and the elimination of discrimination in theater. In furtherance of this statement the Producer agrees that auditions for all productions and the hiring of Stage Managers will be conducted in such a manner as to provide full and fair consideration to actors of all ethnicities (including but not limited to African-American, Asian/Asian Pacific-American, Hispanic-American, Native American and multi-cultural), women, seniors and Actors with disabilities and shall not discriminate based upon these characteristics, as well as gender identity and/or expression, color, creed, national origin, age, disability, sexual orientation, political persuasion or belief.

As an aid in achieving the above-stated goals of non-discrimination, and in pursuance of equal opportunity for all performers, the Producer, at the time of submission of the cast breakdown, but in no event less than five weeks prior to the interviews/auditions, shall submit a script of the play and such other related information as may be relevant, to an advisory committee of Equity consisting of three members of its Equal Employment Opportunity Committee. This committee shall act in an advisory capacity only.

After reviewing the script, the committee shall submit recommendations to, and be prepared to discuss with, the Producer, director, playwright, choreographer and the League, those roles for which Actors with disabilities, ethnic minorities, seniors and women might be cast. It is understood that the script is delivered confidentially and is not for publication; that the recommendations submitted by the committee are advisory; and that the recommendations of said Advisory Committee shall be made only after an actual reading of the script. It is further understood that the Producer shall have the right to discuss the script and the committee's recommendations with the Advisory Committee.

Further, unless otherwise indicated textually or contextually, and consistent with the procedures set forth in Rule 5, auditions for all parts/roles shall be open to all Actors without prejudice, in which cases casting notices, calls and cast breakdowns shall clearly and unequivocally state that the audition process is open to Actors of all ethnicities (including but not limited to African-American, Asian/Asian Pacific-American, Hispanic-American, Native American and multi-cultural), women, and all Actors regardless of gender identity and/or expression, color, creed, national origin, age, disability, sexual orientation, political persuasion or belief.

6. BENEFITS

(A) **Actors' Fund**. The Actor is to perform without compensation at a performance or performances to be given once during the first three months of the play's run and once every 12 months thereafter, upon at least 10 days' notice to the Actor, whether in New York City or on tour. A company on tour must give a benefit performance if it has been scheduled to play for at least five weeks in one city. If the Producer does not give a benefit within the stipulated period, then Equity and the Fund may designate a performance, the net proceeds of which shall be remitted to the Fund. The Producer agrees to give and properly advertise such performances and after deducting the actual expenses thereof, to turn over the net proceeds to the Actors' Fund of America. The Producer agrees that Actors giving the performance shall have preference in purchasing the tickets for said performance, except that 200 seats shall be reserved for the Producer and/or the Theatre.

(B) **Benefit Performances, Requests for**. All requests for benefits must be made through Equity. Notice of Equity approved benefits shall be served through the Deputy and Stage Manager by Equity.

(C) **Equity Benefit Performances**. Equity members may rehearse for and play in Equity benefits.

7. BILLING

(A) **House Boards**.

(1) The names of all Actors employed in the production shall be listed on the house boards in front of the theatre in letters no less than one-half inch in height. Such house board shall be entitled "The Company." Stage Managers, Understudies and Swings may be listed separately.

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

(b) At least one such house board with names in alphabetical order shall be displayed so as to be clearly visible to the public at all times.

(2) Should the Producer fail to comply with this clause (A) prior to the first performance on the day following the giving of written notice, by the Actor or Equity, the Producer shall pay the Actor whose name is omitted, one-eighth of contractual salary for each performance that the violation continues to exist.

(B) **Playbill or Program**. A free Playbill or program shall be proffered to every patron prior to patron's arrival at patron's seat. Such program shall contain a listing of all Actors employed in the production together with their named part(s) or function.

(1) All Principal Actors, Chorus Actors (including Understudies and Swings) and Stage Managers must have a biography in the program or Playbill.

(a) The Actor shall have the right of approval of biographical material, which approval shall be in writing and which shall not be unreasonably withheld. Biographical material not disapproved within 48 hours of its submission to the Actor, shall be considered approved. Biographical material once approved must not be edited except where spatial limitations in the program require editing and then only upon mutual consent, which consent will not be unreasonably withheld. In the event that there are errors in the Actor's bio, Producer agrees to correct such errors in the next printing of the program upon receipt of written notice of said errors. Failure to correct the error as stated above shall require payment of one-eighth contractual salary to the Actor.

(b) The parties agree to use best efforts to limit all biographies in the program or Playbill to biographical data and professional credits.

(c) The Producer may limit biographies for Chorus and Stage Managers to four lines, exclusive of the Actor’s name and parts/role played, of biographical data and professional credits only. Actors may

review the galley sheet and be permitted to add material to reach four lines.

(2) Biographies for Understudies to Stars and Featured Principals will be inserted in the program when Producer chooses, per Rule 11(A), CHANGES IN CAST, to announce their appearance by insert. Such biography may be limited to 50 words.

(3) In the event that there are errors or omissions in the printed cast listing or the omission of a biography in the Playbill or program, the Producer agrees, upon receipt of notice of such an omission or error and within 24 hours (including at least one business day), to place in the Playbill or program a photocopied or printed slip correcting the omission or error. In the event that advertising appears on the insert, the focus of the insert shall be the cast change announcement. On National and Tiered tours, Producer will correct such omission or error within 24 hours of the first business day free of travel. Producer agrees to correct such omission or error and to correct errors in biographical material in the next printing of the Playbill or program, provided such notice is given at least 24 hours prior to the press deadline.

(4) For each failure either to place a correction slip in the Playbill or program, as stipulated above, or to correct the Playbill or program cast listing or biography at the next proof printing after proper notice has been given, the Producer shall pay the Actor(s) involved, a sum equal to one-eighth of the Actor's contractual salary for each week or part thereof during which the omission or error continues.

(5) Each Principal and Chorus (including Understudies and Swings) in Point of Organization cities shall submit a single headshot for the entire period of employment for inclusion in the program or Playbill. Any photo insertion for replacement Actors must conform to Producer's printing schedule.

(6) Dance Captains shall be billed on the cast page.

(C) **Souvenir Programs**.

(1) All Actors must have a biography and headshot in the Souvenir Program, which may be satisfied by an insert. The Actor shall have the right of approval of biographical material, which approval shall be in writing and which shall not be unreasonably withheld. Failure to seek approval of Actor's biography shall require payment of one-eighth contractual salary. Biographical material not disapproved within 48 hours of its submission to the Actor shall be considered approved. Biographical material once approved must not be edited except where spatial limitations in the program require editing and then only upon mutual consent, which consent will not be unreasonably withheld.

(a) In the event that there are errors or omissions in the biography or billing in the Souvenir Program, the Producer agrees, upon receipt of notice of such an omission or error, to correct biographical material and

billing in the next proof printing of the Souvenir Program, provided such notice is given at least two weeks prior to the press deadline.

(b) Program inserts containing cast changes shall be permitted. Changes to the program or inserts as a result of cast changes shall be made at the next press printing. Producer shall make best efforts to provide written notice to the cast, with a copy to Equity, of the date of that printing.

(2) For each failure to correct the Souvenir Program biography and billing at the next proof printing after proper notice has been given, the Producer shall pay the Actor(s) involved, a sum equal to one-eighth of the Actor's contractual salary for each week or part thereof during which the omission or error continues.

(3) **Photographs**. Actor shall be properly identified in each photograph of three or fewer Actors in which Actor's likeness appears in the Souvenir Program.

(4) In addition, Producer will make best efforts to identify all Actors pictured in the Souvenir Program.

(5) When the Souvenir Program contains photographs of any other Companies, Producer shall identify which production (e.g., Broadway, Tour, London and the like) is pictured. It is understood that such identification may be listed in an index at the back of the Program. This rule shall not apply to productions in existence as of January 20, 1997, but shall be applicable if a new edition of a Souvenir Program for the production is printed. In addition, this rule shall not apply for generic images where individual Actors are not identifiable.

(D) **Websites**. (This rule shall apply to the Producer's "official show" websites only.)

(1) The official Playbill bio of every member of the Equity company shall appear on the website, subject to the approval of the Actor.

(2) Actors shall be properly identified in each photograph of three or fewer Actors appearing on the website. Such identification may be on a separate credit page used for photo identification. The Producer shall make best efforts to identify all Actors pictured on the website.

(3) Whenever there is a cast change, any "current cast list" will be updated as soon as possible.

(4) When the website contains photographs of any other companies of the show, Producer shall identify which production (e.g., "Original Broadway Cast", "London Company") is pictured. Such identification may be made on a separate credits page.

(E) **Photographs; Removal of**.

(1) When a Principal Actor leaves a cast, Actor's name and/or likeness (in photographs portraying three Actors or fewer) must be removed from all front-of-the-house boards and frames where the show is playing as well as from all frames at other theatres.

(2) No photograph containing the names or likenesses of three or more Principal Actors who are no longer in the company shall be permitted to be displayed. The removal of such photograph shall be made prior to the first performance of the successor of the third Principal Actor so depicted. Should the Producer fail to comply with this Rule within three days after the written notice is given by any of the affected Principal Actors, successors and/or Equity, the Producer shall pay to the Principal Actor(s) currently performing and to the Principal Actor(s) whose name and/or likeness has not been removed, an additional one-eighth of their respective weekly salaries for each day that the Producer has not complied with the Rule. In connection with all other advertising and display media under the Producer's control, Producer shall exercise reasonable diligence in removing the name and/or the likeness of the Principal Actor no longer in the cast.

(3) The Producer shall provide proper identification of each Actor in front-of-the-house photographs which contain the likenesses of three or fewer Actors.

(F) All provisions pertaining to the billing of the Actor not set forth herein shall be specifically set forth as a rider to Actor's employment contract. If billing is contingent on the billing of any other Actor, such contingency shall be clearly and succinctly set forth in the contract.

(1) Whenever a breach of a billing clause contained in an Actor's individual contract is claimed, Equity or the Actor shall notify the Producer by certified letter, email or fax of the breach.

(a) If the breach is not corrected within seven business days excluding Saturday and Sunday of receipt of notification, except as provided below, the Producer shall pay to the Actor a sum equal to one-eighth of the Actor's salary for the first week the breach continues beyond the seventh day. For each week the breach continues thereafter, or if additional breaches occur and the Producer has been properly notified, the Actor shall be paid cumulatively an additional one-eighth per week, or per breach, for as long as the breaches continue (i.e., two-eighths for the second week or second breach, three-eighths for the third week or third breach, etc.).

(b) If the breach involves billboards, the time interval for correction shall be extended to two weeks. Exempted from this provision shall be posters on unpaid locations, commonly known as "sniping."

(c) If the breach involves billing in a magazine or similar publication, the time interval shall be seven or more days prior to the press deadline.

If the breach involves billing in a newspaper, the time interval shall be 48 or more hours prior to the press deadline and the payment to the Actor shall be per day rather than per week as stipulated in (a) above.

(d) These provisions shall not apply to breaches that are beyond the Producer's control.

(2) In the event of a dispute respecting a breach of the above provisions, the matter shall be resolved by expeditious grievance and arbitration procedures as provided in Rule 4.

8. BINDING EFFECT OF AGREEMENT

All contracts of employment signed pursuant to these Rules are binding not only upon the signers on the face thereof, but upon any and all corporations, co-partnerships, enterprises and/or groups which said signers or each of them directs, controls, or is interested in and are hereby agreed to be adopted as their contract by each of them.

9. BLACKLISTING

The League and Equity both pledge themselves to use their best efforts to prevent blacklisting in the theatre. The opposition to blacklisting is not a controversial issue between the League and Equity. The term "blacklisting" shall be deemed to mean the submission by a Producer to pressure groups and/or the use of private lists published or unpublished of persons not to be employed in theatrical productions. To that end, Equity and the League shall jointly investigate and deal with all complaints of blacklisting in the theatre and take any and all lawful means to correct, remedy and actively resist each and every instance of blacklisting as and when it arises. If a joint investigation is warranted, representatives of the respective parties will meet and adopt rules and regulations which will govern said investigation.

10. BREACHES BY PRODUCER

(A) In addition to any other remedies available herein, each Actor affected herein shall receive up to two weeks' salary as liquidated damages, no present basis of calculation existing, should the Producer:

(1) Breach an individual contract of employment, or any part thereof;

(2) Breach or fail to abide by or conform to any rule which is a part of the employment contract of any Equity member;

(3) Make any false statement in connection with any employment Agreement or regarding security;

(4) Employ or have employed any member of Equity under any form of contract other than a Standard Form;

(5) Be in default as to any employment contract with any member of Equity, or breach any such employment contract, past or present;

(6) In the future, breach any such employment contract;

(7) Fail to give or deposit security at the time and in the form and amount required by Equity;

(8) Otherwise breach or fail to live up to any contract of employment or Equity Rule.

The parties agree and mutually understand that the use of the word “shall” in the first sentence of (A) above is not intended to suggest that a violation of this Rule mandates any liquidated damages at all. Depending on all relevant considerations, including the seriousness of a breach and any mitigating circumstances, appropriate liquidated damages may range from zero to two weeks’ salary and an arbitrator or other fact finder shall have full discretion to award no liquidated damages where appropriate even though a violation of the Rule has been found.

(B) Should any situation arise where, because of the act of the Producer, or Producer's fault or default, the Actor is released from Actor's obligation to work, then in any of said events, the Actor may, Equity consenting, forthwith terminate Actor's employment and is released from any obligation to render services to the Producer. In addition thereto, the Producer agrees that Producer shall pay the Actor forthwith, in full, for all services rendered, plus any other sums to which the Actor may be entitled by contract or by Equity Rules and also, as liquidated damages, no present basis of calculation existing, up to two weeks' salary for Actors signed to Standard Minimum Contracts and for Actors signed to Term Contracts, a sum equal to the Actor's salary multiplied by the number of weeks remaining under Actor's guarantee of employment, or by the number of weeks during which the production for which the Actor has been engaged runs during the season, calculated from the date when the Actor ceased to be employed, whichever period shall be longer. Against said sums, no offset shall be allowed the Producer for earnings of the Actor in a new or subsequent engagement. These provisions shall apply to each season contracted for.

(C) Disputes as to the applicability of the foregoing paragraphs shall be subject to grievance procedures and arbitration under Rule 4 and neither Equity nor the Actor may finally determine any questions of violation or breach on the part of the Producer, except as to violations of Rule 10(A)(4) and (A)(7). In the event of the Producer's breach of Rule 10(A)(4) or (A)(7), Equity may intervene, without penalty to itself and require the Actor to perform or rehearse or not perform or rehearse under such terms and conditions as Equity may consider just and equitable.

11. CHANGES IN CAST: DUTY OF PRODUCER TO ANNOUNCE

This Rule shall apply to all Actors who play or understudy specifically identifiable characters listed in the program or Playbill. All understudies to Principal parts listed in the program or Playbill shall be listed in the program or Playbill.

(A) When an understudy takes the place of an Actor whose part listed in the program or Playbill is a specifically identifiable character or where such an Actor is replaced by another then:

Either

(1) Announcement of change in cast shall be made at the rise of the curtain, stating the name of the Understudy or replacement Actor and the character portrayed; (Note: If this option is selected the Producer is not required to make the announcement(s) identified in (B) below. However, Producer shall be required to make all announcements set forth in (C) below.)

Or

(2) Such announcement shall be made in all programs or Playbills by the insertion of a printed slip stating the name of the Understudy or replacement Actor, that Understudy's or replacement Actor's biography (if required by Rule 7(B)(1) or (2)) and the character portrayed.

(B) In addition to the above, such announcement shall be posted conspicuously, prominently and in an unobstructed manner at the entrance to the theatre at the place where tickets of admission are collected. Such announcement shall be at least eight by 10 inches in size with the name of the part and the Actor in letters of at least one inch.

(C) All further changes in cast made necessary by the absence or replacement of an Actor shall be posted on the lobby board or announced (either from the stage or by program insert) in the following manner: "At this performance, the part(s) usually played by (Actor) will be played by (replacement Actor)."

(D) When a Swing is performing in a track with no identifiable characters, the Swing’s name shall, at the producer’s option, be posted by means of a slider on the House Board in the lobby, or by means of insert in the daily program.

(E) When an Understudy takes the place of a Principal, either during the first act or at intermission, an announcement of the change in cast shall be made at the rise of the Act II curtain, stating the name of the Understudy and the character portrayed.

(F) If the required announcement(s) are not made or are incorrect as of the rise of the Act I curtain, the appropriate announcement(s) may be made prior to the commencement of the final act.

(G) For each failure to give the notice of substitution required by this Rule, except for the requirement in (D), the Producer agrees to pay the Actor whose part is played by an Understudy or another Actor and also such Understudy or other Actor, an additional sum equal to one-eighth of Actor's own weekly salary

(H) Upon request, Equity will provide a written list of which roles must be announced for a particular production, and both parties will be bound by it.

12. CHORUS: PROVISIONS FOR ADDITIONAL COMPENSATION

(A) **Chorus Playing a Part**.

(1) If a member of the Chorus is required to play a part, speak lines, sing a song, or perform a dance that is individual in its nature, the Chorus shall be paid not less than $20 per week in addition to Chorus' weekly contractual salary for each such assignment or part.

(2) **Payment for**. Such additional assignments, including understudy assignments, shall be reduced to writing no later than one week after such assignment. In a pre-Point of Organization or "tryout" tour or during previews at Point of Organization, should the assignments be deleted or reassigned prior to the Official Opening at Point of Organization, the Chorus shall receive payment for an additional assignment only for such weeks or part thereof during which Chorus was responsible for such assignment.

(B) **Chorus as Understudy**.

(1) **Understudy for Principal Role**. If a Chorus understudies a Principal Role, Chorus shall be paid not less than the amount listed below per week for each such role in addition to Chorus' weekly contractual salary. (For Tiered Tours, see Rule 70(B)(2)(h), TOURS.) Chorus shall not be assigned to understudy more than three Principal Roles. (This rule also applies to alternate Understudies. See Rule 73(D) for performance payment.)

Effective September 26, 2011	$40
Effective October 1, 2012	$45
Effective September 30, 2013	$45
Effective September 29, 2014	$50

Where there are non-enumerated Understudies for a particular role or part and a Principal Actor has given advance notice of a leave for vacation or any other purpose, Producer shall provide, absent extraordinary circumstances, two weeks' notice to said Understudies and post which Understudy will be performing for the Actor on leave.

(a) Understudy roles assigned to Chorus must be so assigned with new contracts or riders and salary adjustments made not later than two weeks after the first paid public performance of the production or at the time of the Official Opening, whichever is earlier.

(b) If the contract of a Chorus is amended to provide for the assignment of an Understudy role and additional compensation therefor, the Producer may, within two weeks of the first paid public performance at Point of Organization, withdraw said Understudy assignment and additional compensation therefor and assign said Understudy role to another Chorus. The foregoing shall not apply where the Understudy role and compensation therefor is part of the original contract of employment.

(2) **Understudy for Chorus Playing Parts**. If a Chorus (including Swings) understudies another member of the Chorus who is paid for playing a part, speaking lines, singing a song, performing a dance that is individual in its nature (see 12(A)(1) above), Chorus shall be paid not less than $15 per week for each such Understudy assignment or part in addition to weekly contractual salary. (This Rule also applies to second, third, etc., Understudies.) Such assignment must be attached to the contract by rider from the date of assignment.

(3) **Emergency Understudy for Chorus**. If, in an emergency, a Chorus goes on in a part not designated on the contract, as an Understudy to another Chorus playing a part, Chorus thereafter shall be contracted and compensated for such understudy duty at no less than $15 in addition to weekly contractual salary, subject to two week termination of such understudy duty only, without regard to the requirements of Rule 69(D).

(C) **Six-Month Rider**. An Actor engaged under a Chorus contract may be signed to a Six-Month Rider in accordance with the following form (For Tiered Tours, see Rule 70(B)(2)(f), TOURS):

"Six-Month Rider.

"Anything in the Standard Equity Contract of employment for Chorus of which this rider is a part to the contrary notwithstanding, it is agreed as follows:

(1) "This rider may be used only if the Chorus is paid at least the amount listed below more weekly than the minimum salary plus required payments for any and all other duties assigned to Chorus for which extra compensation is provided under Equity Rules.

Effective September 26, 2011	$66
Effective October 1, 2012	$70
Effective September 30, 2013	$74
Effective September 29, 2014	$80

(2) "Neither party hereto may give the other individual notice of termination of this Contract prior to 24 weeks from the date of the first paid public performance of the play, exclusive of eight weeks of an out-of-town tryout or Point of Organization Preview. At the conclusion of this 24 week period, all provisions in the Standard Minimum Contract of employment pertaining to individual notice of termination shall apply.

(3) "If, in the 25th and 26th weeks of the Six-Month Rider, the Producer should wish to execute a second or subsequent Six-Month Rider and the Chorus consents thereto, Producer shall pay an additional increment of not less than the amount listed below for a second or subsequent Six-Month Rider. If the Chorus rejects the Producer's offer of a second or subsequent Rider, the Producer need not continue to pay the additional increment provided for in (1) and (3) above. If an Actor on tour rejects the Producer's

offer of a second or subsequent Six-Month Rider and the Actor subsequently tenders a notice of termination, said Actor's notice of termination must include two performance weeks.

Effective September 26, 2011	$33
Effective October 1, 2012	$35
Effective September 30, 2013	$37
Effective September 29, 2014	$40

(4) "If the Chorus, during the term of a Six-Month Rider, obtains a contract to play the part of a Principal, the Producer agrees that Chorus may, upon two weeks' notice, terminate employment hereunder.

(5) "This rider shall be valid only if signed and executed by the parties prior to the first day of rehearsal.

(6) "This rider shall apply to the Road Tour or Point of Organization run only, tryout period included. (Delete inapplicable phrase.)"

(D) **Swing**.

(1) A full Swing (i.e., a non-performing member of Chorus who Swings all or fewer than all Chorus performing in Chorus numbers in the production) of each gender must be employed not later than two weeks prior to the first paid public performance. In all tours, the full Swing shall be employed from the first day of rehearsal. In all instances, the Swing shall be signed to a Swing singer and/or dancer Chorus contract at the time of assignment or employment. Until four weeks after the first paid public performance, Producer reserves the right to reassign full Swing duties to another member of the Chorus who may accept or reject such assignment. Acceptance of such Swing assignment may not be a condition of continued employment in the production.

(2) The need for and employment of additional full Swings shall be subject to negotiation between Equity and the League at Equity's instance. A committee consisting of two representatives of Actors' Equity, and two representatives of the League, none affiliated with the production, shall meet to determine such need. In rendering such determination, Equity representatives and the League representatives shall each cast one vote. Unanimous opinion shall be binding on the League and Equity. Failing unanimity, the matter may be taken to expeditious grievance and expeditious arbitration by either party.

(3) A Swing may be required to attend understudy rehearsals provided that Swing rehearses only those functions for which Swing is contracted.

(4) No Swing shall be permitted to perform for more than three consecutive weeks for any one Chorus, except in the case of sickness, injury, or disability in which event the period shall be four consecutive weeks.

(5) A full Swing shall be paid not less than 5% of actor minimum (as stated in Rule 63(A)) per week above minimum salary in addition to all other increments required by the Agreement. (See Appendix A for compensation chart.)

(6) **Partial Swing**. If a member of the Chorus is designated to Swing a Chorus number in a production and is not hired solely as a full Swing performer (see above), Chorus shall receive not less than $15 per week in addition to Chorus' weekly contractual salary for each such number so assigned.

(7) **Vacation/Temporary Replacement by Swings**.

(a) A Vacation/Temporary Swing shall be defined as an Actor who swings and/or replaces specific chorus actors on a series of temporary contracts for one or more companies of a production and has previously either been contracted as a Swing or has been rehearsed by one company of the production as a Swing for one or more companies of the production.

(b) Each temporary contract for a Vacation/Temporary Swing shall be for no less than one week for each company and shall include a rider listing the swing increment and all pertinent increments applicable to the track(s) being covered.

(c) Should an Actor hired pursuant to this provision be required to travel away from the Actor’s residence to work in a production playing in its Point of Organization city, the Producer shall provide all transportation and, except in New York, hotel choice and Per Diem for up to two weeks, as if the Actor were on tour (see Rules 31, 70 and 72). Producer may offer and Actor may accept a provided hotel (at no cost to Actor) and one-half per diem in lieu of applicable Per Diem under Rule 63(B).

(d) A Vacation/Temporary Swing shall accrue one performance of sick leave for each four weeks of employment, which need not be consecutive, regardless of how many or which companies employ the Actor. Accrued sick days shall be available for the Actor’s use in any company of the show.

13. CLAIMS

(A) **Waiver or release not permissible**. Upon any claim of the Actor arising under Actor's 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 Producer 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 thereto in writing.

(B) **Time limit for lodging claims**.

(1) During the run of a show the following procedure shall apply:

(a) Claims (i) against a Producer, by either Equity or an Actor, or (ii) by a Producer against either Equity or an Actor, must be filed in writing no later than 30 calendar days after the claim is known or reasonably should have been known by the claimant. Claims not filed within this period shall be waived unless the claimant shall give to the Grievance Committee and the Arbitrator a good and sufficient reason for any delay after such period.

(b) Any claim not resolved in discussions with the Producer and/or Equity must be submitted to grievance within 30 days following the filing of the claim. Claims not submitted to grievance within this period shall be waived unless the claimant shall give to the Grievance Committee and the Arbitrator a good and sufficient reason for any delay after such period.

(c) Claims not resolved in the grievance process must be submitted for arbitration within 30 days following the first grievance meeting at which the claim was discussed. If no demand for arbitration is filed within the period, the claim shall be waived unless the claimant shall give to the Grievance Committee and the Arbitrator a good and sufficient reason for any delay after such period.

(2) Once a show closes, the following procedure shall apply:

(a) Claims (i) against a Producer, by either Equity or an Actor, or (ii) by a Producer against either Equity or an Actor, must be filed as soon as reasonably possible but no later than eight weeks after the closing of a show. Claims not submitted to grievance within this period shall be waived (unless the claimant shall give to the Grievance Committee and the Arbitrator a good and sufficient reason for any delay after such period) and the bond released. If a claim is filed during the eight week period, the bond shall be reduced to the amount necessary to satisfy the claim.

(b) Any claim not resolved in the grievance process must be submitted for arbitration within 30 days following the first grievance meeting at which the claim was discussed. If no demand for arbitration is filed within the period, the claim shall be waived (unless the claimant shall give to the Grievance Committee and the Arbitrator a good and sufficient reason for any delay after such period) and any remaining bond released.

(c) A grievance filed after closing may be treated as expedited and submitted to expedited arbitration at the option of either party.

(C) In no case shall claims of Actors under employment contracts be handled or enforced by agents or attorneys of Actors unless such representation is consented to by Equity in writing.

14. CLOTHES and MAKE-UP

(A) **Costumes, Producer Must Provide**. The Producer shall furnish all Actors engaged hereunder with all costumes and clothes (period or modern), including wigs, hats, beards, hairpieces, tights, hose, stockings and properly fitted footwear.

(B) **Costumes, Rental of**. Actor shall not rent or lend any wardrobe to a Producer for use in any production unless the terms of the rental or loan are stated in the contract of employment by rider and approved by Equity. If the Actor wishes to wear Actor's own clothes (including shoes) instead of those supplied by the Producer, Actor may do so only with the consent of the Producer and under terms expressed in the employment contract. Any approval required by this paragraph shall not be unreasonably withheld or delayed. Any rental approved by Equity shall be paid by the Producer to the Actor weekly with salary.

(C) **Cleaning and Upkeep of**. Costumes or clothing, including hats, 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 and in any case within one week before the production goes on tour. Spot cleaning, when required, shall be completed in time to allow at least four hours for drying and airing prior to the half-hour call. In order to assure that costumes are cleaned as required, the Stage Manager shall maintain a cleaning schedule. Clean and dry shirts, blouses, stockings and other skin parts shall be furnished for every performance. Skin parts, including undergarments, bodysuits, stockings, dress shields, bathing suits, dance trunks and slips, shall be individually assigned and shall not be switched from one Actor to another. After cleaning, every effort shall be made to dry and air costumes prior to their issue to the Actor. All skin parts, including dance belts not provided by the Producer, must be laundered and thoroughly rinsed and dried.

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

(E) **Costumes for Understudies and Swings**.

(1) Swings and Understudies must be assigned properly fitted shoes and skin parts for their sole and exclusive use in performance except, however, that special leotards or unitards need not be exclusively assigned, provided that they are washed, thoroughly dried and properly fitted prior to use by each Actor. Producer agrees to make available undergarment liners to any Actor who is not exclusively assigned special leotards or unitards.

(2) A Swing or Understudy shall be provided with a properly fitted costume whenever the Swing or Understudy is required to perform. Absent good and sufficient cause based on the particular circumstances of the production, the Producer shall provide full Swings with their own basic costumes no later than eight (8) weeks after the official opening. Any costume worn by another Actor

shall be cleaned prior to its use by any Swing or Understudy and again prior to its further use by any other Actor, including the Actor to whom it is regularly assigned. However, if a Swing or Understudy who does not have a full set of costumes is required to appear, costumes worn by said Swing or Understudy must be cleaned not later than the first business day on which no matinee performance occurs following the Swing or Understudy's appearance.

(3) Understudies and Swings shall be advised by contract rider at the time their original employment contracts are executed whether or not the Producer will provide said Actors with their own set of costumes. It is understood that there is no requirement for individual costumes for Understudies.

(F) **Shoes**.

(1) All footwear shall be clean, sanitary, properly fitted and in good repair and, if modern and conventional or for dancing, shall be new. No Actor shall be required to perform in shoes which are unsafe, unsanitary, or in poor repair.

(2) The Producer shall provide properly fitted professional dance shoes for all members of the company who are required to dance. Actors and Agents are encouraged to inform the Producer, the General Manager, the Costume Designer and/or the Wardrobe Department as to their preference in shoemaker. Dance shoes may represent the period of a production or nature of a specific character (e.g., sneakers in *WEST SIDE STORY*; athletic shoes in *DAMN YANKEES*) which must conform to the appropriate style of the movement. All footwear shall be of suitable construction for dancing when used for theater dance movement and shall be rubbered and braced when necessary. Professional dance shoes are not required for normal ballroom dancing or where there are minimal choreographed movements. Producer agrees to use best efforts to supply professional dance shoes by the third week of rehearsals, but in no event later than one week prior to dress rehearsal. During rehearsals, the Producer shall furnish at least one pair of pointe shoes for each member of the Chorus called upon to dance in pointe shoes.

(3) Shoes for dancing shall be replaced in accordance with Paragraph (1) above or when the Dance Captain, authorized Producer's representative, Stage Manager and Deputy agree by majority secret ballot vote that the shoes are either in unfit condition for the safety of the performer or are deemed unsafe or unsanitary. Meetings of the committee shall occur at least monthly. If the committee votes that the shoes be replaced immediately, the order for new shoes shall be placed by telephone no later than the next business day.

(G) **Make-up**.

(1) The Producer shall furnish all make-up except ordinary and conventional make-up. If the Actor is required to use body make-up, the Producer shall furnish a regular towel service for the removal of such make-up. The Producer shall also provide body make-up remover.

(2) With respect to ordinary and conventional make-up, if the Actor is given a design either orally or in writing by a representative of the Producer or creative team, either

(a) the design will be generic and any specific brands will be clearly identified as an example, in which case the Producer will not furnish or reimburse the Actor for the make-up; or

(b) If a specific brand is identified but not labeled as an example or suggestion, the Producer will furnish the make-up or reimburse the Actor for the purchase of such required brand make-up.

(H) **Hairstyle and Hair Color**.

(1) The Actor may not be required to change the color of Actor's hair unless Actor agrees in writing at the time of signing the contract to such a change. The Producer shall pay for the original expense of such change, its upkeep during the run of the engagement and its restoration to the original color when the Actor leaves the production.

(2) The Actor may not be required to cut or change the style of Actor's hair in any way or to shave Actor's head unless Actor agrees in writing at the time of signing the contract. The Producer shall pay the original expenses of such change and the expense of the upkeep of said hair or hairstyle during the run of the production. When the Actor leaves the production, the Producer agrees to restore the length and shape/style of hair when an Actor has been asked to grow Actor’s hair out for a role.

(I) **Facial Masks, Hairpieces and Wigs**.

(1) Beards, hairpieces and wigs 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 facial mask, wig or hairpiece including a facial hairpiece (beard or mustache) which has been worn by another Actor until the facial mask, hairpiece or wig has been thoroughly cleaned and properly fitted. After cleaning, facial masks and hairpieces must be dried and aired prior to issue to the Actor.

(3) Protective breathable liners must be inserted into facial masks whenever a replacement or Understudy uses the facial mask of another Actor. Liners shall be issued for the exclusive use of the replacement or Understudy.

(J) No agreement to the contrary between the Producer and the Actor shall relieve the Producer of the obligations under this Rule without the written consent of Equity.

15. CONTINUOUS EMPLOYMENT

Continuous employment is of the essence of all employment contracts and all calculations of sums due or benefits accruing to the Actor shall be computed on the basis of consecutive rehearsals and consecutive employment.

16. CONTRACT

(A) **Effective Date**. Contracts between the Producer and the Actor must be signed before the Actor shall be permitted to rehearse or perform and shall be signed on the date when the terms of the contract are agreed upon between the parties. If not signed on said date, when issued, they must be signed as of said date.

(B) **Signing of**.

(1) Unless contracts are signed concurrently, they must be signed by the Producer first. If the contract is not signed concurrently, the Producer may notify the Actor, or his designated representative, by personal delivery or Certified Mail, that unless the contract is signed and returned to the Producer within a specified time period, which shall not be less than 72 hours after receipt of notice by the Actor or his designated representative, the Contract shall be deemed null and void.

(2) The Producer agrees that all blanks, including opening date, name of part and salary shall be filled in, in writing, before signing or delivery.

(3) **Contract Determination**. As soon as it is available, the Producer shall furnish to Equity the script of any scheduled new musical and/or new adaptation of a musical production with casting breakdowns of Principal roles and number of Chorus to be employed. Equity will then issue its preliminary determination of Principal roles and Chorus parts no later than two weeks after the Producer furnishes such script. Equity Representative(s) shall then attend a dress rehearsal. Within seven business days following such attendance, Equity Representative(s) and the Producer's representative(s) shall meet to review Equity's classifications and determinations in an attempt to create consensus. If there are disagreements regarding any classifications and/or determinations following this meeting, the same Equity Representative(s) or Representative(s) with similar experience shall attend one or more of the next eight performances of the production, after which they shall meet again with the Producer's representative(s) within seven business days, for the purpose of finalizing the classifications and determinations. If any disagreements remain following this second meeting, the Producer shall have the option to convene a third meeting with Equity within five calendar days in order to provide the Director and/or other creative team member(s) an opportunity to express any creative, artistic, musical, and/or technical grounds to support their positions. Following agreement between Equity and the Producer on the designations of all Principal, Chorus, parts and specialties, the Producer shall notify Equity in advance of any subsequent changes and

the parties shall meet to discuss and resolve any disagreements regarding the designations resulting from such changes. If the challenged designations have not been resolved following the third meeting as outlined above, the Producer may proceed to expeditious arbitration in accordance with Rule 4(C), and the Producer shall prevail if Equity's designations are found to be unreasonable.

(4) **Change in Contract Determination**. Producer and Actor may negotiate and include in an Actor's individual contract of employment those terms and conditions that shall apply should the Actor's designation change as a result of the process described in (3) above.

(C) **Changes and Alterations**. All concessions or waivers granted to the Producer by Equity prior to signing shall be made known to the Actor in writing before signing of the contract. Omission of such notification shall render the concession or waiver invalid at the discretion of Equity. The Actor has no right or power to waive any of the minimum conditions set forth in the employment contract or Equity Rules without the written consent of Equity. Unless any and all riders, changes, alterations, waivers, or substitutions made prior to, when, or after a contract of employment is made shall have been consented to by Equity in writing, such riders, changes, alterations, waivers, or substitutions, or any part thereof, are void at the option of the Actor, Equity consenting. It shall be the duty of the Producer, not the Actor, to submit proposed changes to Equity for its written approval by a duly authorized representative.

(1) At the option of Equity, no such riders, changes, alterations, waivers, or substitutions shall be admitted in evidence in any arbitration or by any tribunal for the disposition of any claim without the written consent of Equity.

(2) If Equity fails to notify the Producer of its disapproval of said riders, changes, alterations, waivers, or substitutions within five business days, excluding Saturday and Sunday, after receipt thereof by Equity at its office at the Point of Organization, they shall be deemed approved.

(D) **Hiring "As Cast": Obligations to Actor**. If in the contract of a Principal Actor, a part is not specified, then unless Equity shall otherwise order, the Principal Actor shall only be required to appear and perform in the part or parts in which Actor makes Actor's first public appearance.

(1) A Principal Actor may be employed "As Cast" only if Actor is signed to a Standard Minimum Contract and the production is a new work or a new concept of an old work.

(a) When Actor is hired "As Cast," the Producer must designate at least one-half of the parts the Actor may perform on the Actor's contract.

(b) An Actor hired "As Cast" may terminate Actor's employment during the rehearsal period without penalty by giving the appropriate termination notice.

(2) If a Principal Actor is employed to "Understudy-As-Cast," all the provisions of 16(D)(1) above apply except that Actor shall not be required to

appear and perform or understudy in any part (or parts) other than the part or parts Actor was assigned to understudy no later than the day following the first two weeks after the opening of the play at Point of Organization or four weeks after the first paid public performance on tour. The re-assignment of understudy parts contemplated by this paragraph shall not be applicable in the event the Actor and the Producer have agreed to a specific understudy part (or parts) in the original contract of employment.

(3) The provisions of paragraphs 16(D)(1) and 16(D)(2) shall not be applicable to revues.

(4) The Actor shall be permitted to accept assignments other than those originally played or assigned provided that, when assigned, they are designated on a rider to the Actor's contract and additional compensation is negotiated for each assignment.

(E) **Contracts covering employment in outside fields**. Before any person holding a blanket employment contract covering several employment fields may work in any Equity jurisdiction, the Producer must secure and file with Equity for such person, a duly executed contract on a standard Equity form covering only employment within Equity's jurisdiction, which contract shall be satisfactory to Equity and shall be paramount to any then existing arrangement between said person and the Producer. Said contract shall exclusively govern the employment relationship of said person to said Producer while said person is working in any field over which Equity has jurisdiction. No Actor shall be required to work with any such person not holding such contract so procured and filed.

(F) **Filing contract**. Within one week after entering into any employment contract, but in no event more than three days after the Actor has begun to rehearse, the Producer shall file with Equity a signed copy thereof. Failure to do so shall constitute a breach of contract by the Producer and the Actor may, at any time, Equity consenting, which consent will not be unreasonably granted, terminate the contract without notice and the Producer agrees to pay the Actor as damages for breach a sum or sums to be computed as in the case of breach of Rule 10, BREACHES BY PRODUCER. If the Producer disagrees with Equity’s consent, the Producer may submit the matter forthwith to expeditious arbitration in accordance with Rule 4, ARBITRATION AND GRIEVANCE.

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

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

(2) Should any Producer be found by the Grievance Committee or Arbitrator to have engaged in such conduct, said Producer agrees that such conduct shall be a breach of Producer's employment agreements with Equity

members, entitling any such Equity members 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, Producer's name may be posted on the Defaulting Producers List at Equity.

(3) 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.

(H) **Term Contract**. For Tiered Tours, See Rule 70(B)(2)(g), TOURS.

(1) A Term Contract may be signed only if the salary is at least the amount listed below over the current minimum salary plus required payments for any and all other duties assigned to the Actor for which extra compensation is required under this Agreement. The period of such contract may be for the term or such fixed period as may be agreed by the Producer and the Actor and may include a guarantee of employment in excess of two weeks.

Effective September 26, 2011	$150
Effective October 1, 2012	$175
Effective September 30, 2013	$175
Effective September 29, 2014	$200

(2) If more than one year is contracted for, the guarantee for the second year shall apply unless the Producer notifies the Actor and Equity by written notice not later than five weeks after the first paid public performance, that Producer will not present the play during any year following the current one and at the same time pays the Actor any and all sums due under Actor's guarantee for each year contracted for beyond the second year. Upon such notice and payment being given and made, neither the Actor nor the Producer shall be bound hereunder beyond the term during the current year.

(I) **Conversion of Standard Minimum Contract to a Term Contract**. A Principal Actor signed to a Standard Minimum Contract expressing a salary of not less than double the applicable Production Contract minimum may agree to convert said contract to a Term Contract by signing a rider at the time of signing Actor's contract, which rider shall read as follows:

"The Actor hereby grants the Producer the right to convert this Contract into a Standard Term Contract for a period not to exceed one year from the date of the first public performance, at a weekly salary of ..... Dollars ($.....) (this sum shall represent an increase in the weekly salary of not less than 100% of the Actor's original contractual salary), said right to be exercised by the Producer only through written notice delivered to the Actor personally prior to the fifth consecutive performance of the Actor in the play. Promptly upon delivery of such notice, both parties agree to sign and execute a Standard Term Contract under all of the special terms and conditions provided for in this Agreement.

"The Producer guarantees the Actor not less than five weeks' consecutive employment instead of the minimum two weeks."

17. COSTUME CALLS.

(A) Once a contract has been issued by the Producer, the Actor shall be available prior to the rehearsal period for up to five costume calls, at mutually convenient times, for purposes of measuring and trying on all items including, but not limited to, hats, shoes, wigs and costumes. Such calls scheduled contiguously at a distinct location shall count as one costume call. A call scheduled on the same day as a call at another location shall be counted as a separate call. Any calls beyond five shall be paid at one and one-half times the overtime rate (see Rule 58(D)(3)) for each hour or part thereof, to be paid with the Actor's first paycheck. If given his notice prior to the third week of rehearsal, Actor shall receive one-sixth of Rehearsal Salary, for each such day or part thereof applied to costume measuring in addition to other sums provided for in the Contract of Employment.

(B) **After the First Day of Employment**.

(1) Actors may be called for up to five hours of costume calls in addition to the rehearsal period herein prescribed. In no event may a costume call be less than one hour. Should the total time of costume calls exceed five hours, the Actor shall be paid at the overtime rate (see Rule 58(D)(3)) for each hour of part thereof beyond five.

(2) Said costume calls shall be permitted in addition to the rehearsal period herein described, provided they are consecutive with the eight and one half-hour period specified in Rule 58(D)(1)(a).

(3) After the Actor's first paid public performance, costume calls shall be considered part of the rehearsal hours and span of day.

(C) When a costume call under (A) or (B) above occurs locally at a place other than the place of rehearsal, the Producer shall provide, or reimburse the Actor for, transportation to and from such costume call. The manner of transportation shall be determined by the Producer.

(D) When an Actor is required to travel to another city or town for measurement or fitting, the Producer shall pay the cost of airfare and ground transportation and shall pay the Actor full per diem for each night the Actor is away from his current residence or one-half per diem if the Actor can return to his current residence the same day. If the Actor has not yet begun employment, the Producer shall also pay the Actor no less than one-sixth of minimum salary for each day the Actor is required to be away from his current residence. If the Actor is already employed by the Producer, the Actor shall be paid all salary due for the week, including salary for any rehearsals or performances missed because of the travel. If travel or measuring/fitting takes place on the Actor's scheduled day off, Actor shall be paid no less than one-sixth of Actor's current salary in addition to all other salary due or be provided a compensatory day off in the workweek.

18. CUTS IN SALARY

(A) All cuts in salary must be approved by Equity except salary cuts for bona fide stars (as determined by Equity) and all discussion regarding cuts shall be with Equity. If the Producer wishes cuts considered, Producer shall notify the Equity Deputy and the Deputy shall arrange a meeting for the cast at the Equity Offices. For the purpose of considering cuts, Equity has established a Cuts Board and its rules, which have been published in the Equity Office, shall govern.

(B) If the Producer wishes cuts considered while the company is on the road, Producer shall make application to Equity and bring such data as required by the Cuts Board. Equity shall make its findings and report to the Equity Deputy. The Equity Deputy will then call a meeting of the cast at which a vote by secret ballot shall be taken on the Producer's request for cuts. Upon receiving the Deputy's report of the results, Equity will notify the Producer of said results.

(C) When the Cuts Board agrees to approve a Producer's application for a cut in salary, such cut shall be effective beginning with the first full week following the date on which the Producer's application was received.

19. DANCE CAPTAIN

(A) A Dance Captain must be hired where there is movement of such a nature that the maintenance of its artistic quality, as originally staged, does not fall within the normal duties of a Stage Manager. The Stage Manager shall not serve as Dance Captain.

(B) Dance Captains shall be paid not less than 20% of actor minimum salary (as stated in Rule 63(A)) per week in addition to their weekly contractual salary and may, as a condition of employment, upon payment of the additional compensation stated in 12(C) or 16(H), sign a Six-Month Rider or Term Contract which shall begin on the date of the first paid public performance. (See Appendix A for compensation chart.)

(C) The Dance Captain shall be paid from the date of assignment or first day of employment, but in no event later than the first day of rehearsal. The Dance Captain designation may be reassigned and the increment deleted within four weeks of Dance Captain's first paid public performance unless he is signed to a Term Contract. Following the first four weeks of Dance Captain’s first paid public performance, upon two weeks’ advance notice to the Dance Captain, the Dance Captain may be reassigned and the increment deleted, provided that Dance Captain receives one week of the Dance Captain increment for each five weeks' employment as a Dance Captain, up to a maximum payment of 15 weeks of the Dance Captain increment, plus one additional week of the Dance Captain increment for each six months of employment or part thereof as a Dance Captain thereafter. In no event will the payment be less than two weeks of the applicable Dance Captain increment. There will be no hiatus between Dance Captain assignments.

(D) After Official Opening at Point of Organization or first paid public performance on Tour, rehearsal hours for Dance Captain(s) shall be limited to 12 hours per week.

(E) The Producer, at its sole option, may designate an Assistant Dance Captain for an additional payment of not less than 10% of actor minimum salary (as stated in Rule 63(A)) per week in addition to said Assistant's weekly contractual salary. (See Appendix A for compensation chart.). Upon two weeks' advance notice to the Assistant Dance Captain, the Assistant Dance Captain may be reassigned and the increment deleted, provided that Assistant Dance Captain receives one week of the Assistant Dance Captain increment for each five weeks' employment as an Assistant Dance Captain, up to a maximum payment of 15 weeks of the Assistant Dance Captain increment, plus one additional week of the Assistant Dance Captain increment for each six months of employment or part thereof as an Assistant Dance Captain thereafter. In no event will the payment be less than two weeks of the applicable Assistant Dance Captain increment.

(F) If the Dance Captain is absent for any reason for one week or longer, and no replacement Dance Captain has been employed, then:

(1) The Assistant Dance Captain shall be paid the Dance Captain increment in lieu of the Assistant Dance Captain increment; or

(2) For productions that do not employ an Assistant Dance Captain, a temporary Dance Captain or Assistant Dance Captain shall be assigned from within the company, provided there is an Actor who is willing and able to perform the duties.

Actor shall be paid the applicable increment commencing with the first day of the Dance Captain's absence.

(G) If requested by the Producer, Dance Captains shall provide a copy of choreographic or musical staging notes kept during the course of their employment. The cost of materials and copying shall be paid by the Producer.

(H) Dance Captains shall be billed on the cast page of the Playbill or program.

20. DEFAULTING PRODUCERS

(A) A Producer shall be ineligible to engage Actors 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.

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

(C) No Actor shall work or be required by any Producer to work for any person, partnership, corporation, or enterprise which has failed to abide by any arbitration award or court order (unless such award or order has been successfully challenged in a subsequent court proceeding).

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

21. DEFINITIONS

(A) **Actor**. The term "Actor" shall refer to and include all persons who are engaged under Principal, Chorus, Stage Manager and Extra contracts.

(1) **Chorus**. The terms "Chorus," "Chorus member," "member of the Chorus," "Actor engaged under a Chorus contract" and "Chorus actor" shall include all persons who are engaged under Chorus contracts and/or actually performing Chorus work, as may be determined by Equity.

(2) **Extra**. See Rule 28, EXTRAS.

(3) **Principal Actor**. The term "Principal Actor" shall include all persons who are engaged under Equity contracts other than those engaged under Chorus, Stage Manager, or Extra contracts and/or engaged to perform Chorus, Stage Managerial, or Extra work.

(4) **Stage Manager**. The term "Stage Manager" (unless the context otherwise requires) shall refer to and include all persons who are performing the customary duties of "Stage Manager," "First Assistant Stage Manager," and "Second Assistant Stage Manager."

(B) **Disability**. The term disability shall be defined by the applicable federal laws.

(C) **Employment by Producer**. Employment by the Producer, or operation of a company or companies by the Producer, as such phrases are used in employment contracts, shall include employment or operation by the Producer alone, or by any corporation or management, corporate or otherwise, which Producer controls or directs.

(D) **Gender**. All references to "Actor" shall be deemed to refer to both sexes.

(E) **Salary**. All references in this Agreement to "salary" or "salaries" or "weekly minimum salary" shall be deemed to exclude the out-of-town living expenses set forth in Rule 63, SALARIES.

(F) **Work Week and Day**. A week means from and including Monday through Sunday. A day means at least 24 hours, in addition to the regular period of rest allowed at the close of each working day.

(G) **Part**. The term "part" shall mean each character, specialty, or function for which the Actor is responsible.

(H) **Role**. The term "role" shall mean the sum of the parts, specialties, functions and assignments for which an Actor is responsible.

22. DEPUTIES AND MEMBERS: NOT TO BE DISCRIMINATED AGAINST

(A) It is agreed that deputies may be designated by Equity without let or hindrance. Whenever a Chorus is employed, there may be Deputies for Chorus singers and Chorus dancers, in addition to a Deputy for Principal Actors. Deputies shall have the duty and obligation to report non-compliance with this Agreement to Actors' Equity Association.

(B) The Producer shall not dismiss or otherwise penalize any Actor for fulfilling the duties or obligations of an Equity Deputy or an Equity member. Any Equity Deputy or member who claims that the Producer has given notice, or otherwise penalized a member for fulfilling such duties either as a Deputy or as an Equity member may present the case to Equity which shall give the Producer an opportunity to be heard if Producer so desires. If Equity is satisfied that such activities are the real cause of dismissal or of any penalty, it shall have the right to submit the matter to the Grievance Committee and, if not decided by the Committee, to demand expeditious arbitration and shall have the power to determine the character and the amount of the claim to be submitted thereto.

(C) It is further agreed that, if upon arbitration, the claim of the Deputy or other Actor is sustained, the Arbitrator shall have the right to impose a penalty, which penalty shall be at the discretion of the Arbitrator, but shall not exceed the sum of five weeks' salary. If the claim is sustained, the Deputy or other Actor shall also be reinstated with back pay from the date of dismissal to date of reinstatement.

23. DUES AND INITIATION FEES

The Producer agrees to deduct from the Actor's salary and remit to Equity, union dues, initiation fees and assessments provided that the Producer receives from Equity a proper authorization, agreed to and signed by the Actor.

24. DUTIES OF THE ACTOR

The Actor agrees to be prompt at rehearsals and to appear at the theatre no later than one half-hour prior to the performance; to pay strict regard to make-up and dress; to perform Actor's services as reasonably directed to the best of Actor's ability; to properly care for Actor's costume and props; when required by the Producer to wear

and use electronic equipment; to respect the physical property of the production and the theatre; and to abide by all reasonable rules and regulations of the Producer not in conflict with Equity Rules.

25. EQUITY: SPECIAL PROVISIONS

(A) **Equity 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. Sufficient time shall be set aside during the beginning of the rehearsal period for an Equity Representative to conduct Equity business. Such time shall not be considered part of the official rehearsal hours.

(B) 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 or request or consent of any such Actor is provided for in such agreement, the request, consent, or approval of Equity shall, for all purposes, be deemed the consent, request, approval, or act of the Actors.

(C) **Meetings: privilege of Actors to attend**. The Producer shall neither schedule auditions nor require the services of the Actor for rehearsals (except in cases where dress rehearsals are being held or rehearsals are being held on opening date) at any time when a regularly called meeting of Equity is being held. Time off for this purpose shall not be counted as a part of that day's rehearsal.

(D) **Special power to act for Actor**.

(1) Whenever it is provided in any employment contract (a) 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, (b) 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 the Actor’s position or make Actor’s request or demand as the case may be, with all of the power and authority of the Actor, without liability to itself.

(2) 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 in giving its consent to change, modify, or limit rights of any Actor under Actor’s contract, said action to be taken on behalf of the Association in writing by either the President or Executive Director or one of the executives or members of the Legal Department especially authorized by either of said officers to act.

(E) **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 the employment contract or the Agreement and Rules Governing Employment under the Equity/League Production Contract must be either approved or given by the President or Executive Director or one of the executives or members of the Legal Department specifically authorized by either of said officers to act and shall be binding upon

the Association only when said persons act within the power delegated to them by the Council.

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

(G) **Determination of classification**. Equity has the sole right to determine whether an individual is correctly classified as an Actor, Stage Manager, Assistant Stage Manager, or Extra and the Producer agrees that Equity's determination shall be final. For Principal and Chorus classifications, see Rule 16(B)(3), CONTRACT.

26. ESTOPPEL

Reasons given by Equity for requiring Actors to do any act, such as withdrawing from a cast, shall not preclude Equity from giving or relying on other or different valid reasons for its action.

27. EXCLUSIVE SERVICE OF THE ACTOR

(A) Except as otherwise provided in the contract of employment, the Actor shall not accept any other engagement in the legitimate and/or musical comedy field 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 Actor's duties under said contract.

(B) If the Actor is a star or featured player in the production covered by said contract, Actor may enter into a written agreement to be annexed to said contract, agreeing not to accept any other employment and to render Actor's services exclusively to the Producer and not to render services to any other person or corporation, without the written consent of the Producer. The Actor shall recognize that it is Actor's responsibility to perform under Actor's Equity contract in the legitimate theatre. If during the term of Actor's employment under Equity contract, a Principal Actor receiving star or featured billing is also employed in radio or television, Actor shall require as a condition of that employment, where the radio or television program is shown or heard at the same time that the Actor will be appearing in the legitimate production, that any advertisements, written or otherwise, which publicize Actor's appearance on radio or television must expressly mention that Actor is currently appearing in the legitimate production.

28. EXTRAS

Producer may employ Extras so long as the Extras comply with the following definition:

(A) **Definition**. The function of an Extra is to provide atmosphere and background only. An Extra may not be identified as a definite character, either singly or within a group 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 two weeks 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 and may not tour except with a pre-Broadway tryout of eight weeks or less.

(B) **Auditions**. When a Producer determines to conduct auditions for Extras, such auditions shall be conducted consistent with the provisions of Rule 5(A), Principal Interviews/Auditions, provided, however, that there shall be no required minimum number of audition days, and performers may be screened for general type during the scheduled audition.

(C) **Salary and other conditions of employment**. Rehearsal and Minimum Performance Salary shall be no less than one-half Actor's minimum salary. During a pre-Broadway tryout, Extras shall be paid the applicable out- of-town expenses set forth in Rule 63(B) for each day spent out of town, in addition to their regular salary. Extras shall receive hospitalization and medical coverage as provided in Rule 30.

(1) Rehearsal hours for the first two weeks after the Point of Organization opening may be the same as those for Principal Actors, as provided in Rule 58, REHEARSALS. After said two weeks, Extras shall be paid the rehearsal overtime rate (see Rule 58(D)(3)) per hour for any hour or part thereof of rehearsal.

(2) Extras shall be signed on Standard Form Contracts supplied by Equity, which Standard Forms shall stipulate:

(a) A one week guarantee of salary from the date of opening of the play;

(b) A requirement of one week notice for termination of contracts.

29. GUARANTEED PERIOD OF EMPLOYMENT

If Actor's contract specifies a guaranteed period of employment or a notice of termination greater than two weeks, said greater period shall be substituted for two weeks where used in these Rules. However, under Rule 69(A)(2), the notice period under Standard Minimum Contract may not exceed four weeks. The guaranteed performance period for temporary replacements may be one week, provided that the engagement under the temporary contract is for one week of performances exclusive of the rehearsal period. (See also Rule 54, PREVIEWS.)

30. HEALTH FUND

(A) For all productions except Tier B, C and D Tours (see Rule 70(B)), the Producer agrees that the contribution rate for League/CBP Producers to the Equity-League Health Trust Fund, payable per week per Actor, shall be:

Effective Date:	
September 26, 2011	$170
October 1, 2012	$170
September 30, 2013	$175
September 29, 2014	$180

The contribution rates set forth herein are inclusive of a contribution for Supplemental Workers' Compensation Disability benefits administered by the Fund.

(B) This contribution is not refundable in whole or in part. The Health benefits afforded shall be determined by the Trustees of the Fund and shall include, but shall not be limited to, medical and hospital benefits.

(C) Contributions are payable and begin to accrue on the first day of employment hereunder.

(D) The Producer further agrees to be bound by the Agreement and Declaration of Trust establishing the aforesaid Health Trust Fund, including all its rules and regulations and any and all amendments and modifications thereto which may be adopted by its Trustees during the term of this Agreement.

(E) As provided for in Rule 49, PENSION FUND AND 401(k) PLAN, the annual net tax relief surplus in excess of the pension and 401(k) contributions required under that Rule, up to a maximum of $3,325,000 per year, shall be allocated to the Equity-League Health Trust Fund, and shall be designated as current income to the Health Trust Fund to defray actual operating expenses and not for reserves.

31. HOTEL RESERVATIONS

(A) The Producer shall be responsible for securing hotel reservations and shall furnish Actor with an up-to-date list of no less than two available hotels for single and double occupancy at different price ranges. The Producer shall request of each hotel that free internet access be provided to the Actors. For stays in a city for four weeks or more, or where a Tiered tour stays in a city for more than four weeks, the Producer shall provide an unofficial third housing option that will include a kitchen, unless another housing option includes a kitchen. Responsibility for hotel accommodations shall include ensuring that, to the extent there are vacancies, hotel accommodations are available for each member of the cast in each hotel regardless of sex, gender identity and/or expression, race, color, creed, national origin, age, disability, sexual orientation, or political persuasion or belief. When hotel accommodations are limited, assignments shall

be made pursuant to a lottery system, subject to the contractual housing guarantees of any Actor. A lottery will not be necessary where there is no dispute in the company regarding the hotel accommodations. The lottery may consist of all members of the traveling company including, but not limited to, traveling Stagehands, Wardrobe and Musicians.

(1) Two weeks prior to the play date, the advance agent or company manager shall submit such list to the Actor. In addition, a copy of the list provided to the Actor shall be sent to Actors' Equity Association.

(2) Within one week thereafter the Actor shall indicate the Actor's acceptance, or the Actor's preference to arrange for Actor's own accommodations. Unless the Actor notifies the company manager of acceptance of such accommodations, the Producer shall be relieved of further responsibility.

(B) If the Actor has complied with the requirements of (A) above and does not receive accommodations upon arrival, Actor shall not be required to rehearse or perform until such accommodations are forthcoming.

(C) If the Actor refuses to accept accommodations that Actor has requested and obtained through the Producer, Actor shall pay for one night's accommodation.

(D) Due regard shall be given to obtaining such accommodations within a reasonable distance of the theatre and that the same shall be clean and sanitary. When a show is not playing at its own Point of Organization and the theatre is more than one-half mile from the hotel, transportation to the theatre and return after the performance will be furnished at the Producer's expense.

(E) **Security of Actor's Possessions**. See Rule 56, PROPERTY.

(F) **Advance Deposit**. The hotel accommodations list shall state which hotels require advance deposits. When requested, management will forward to Actor, as an advance, any deposit required in advance by lodging accommodations. Management will deduct the advance from the Actor's expense monies reimbursement in the first week of Actor's stay at the lodging. Actor will be obliged to reimburse management for the full amount of the advance even if Actor elects not to stay at the lodging and the lodging refuses reimbursement of the deposit.

32. ILLNESS AND SICK LEAVE

(A) **Illness: Standard Minimum Contracts**. Except as provided in (C) below, if the Actor cannot perform on account of illness, injury (other than an injury as specified in Rule 33, INJURY: WORKERS' COMPENSATION INSURANCE), or any other valid reason, then the Actor shall not be entitled to any salary for the time during which said services shall not for such reason or reasons be rendered. Should the foregoing condition continue for a period of 16 performances or more, or for any 24 performances within a period of 48 performances and the Actor has

not requested and received Disability Leave under the provisions of paragraph (3) below, the Actor may terminate the contract effective immediately or the Producer may terminate the contract upon one week's notice and in either case, the Producer shall pay for all services to date and transportation back to the Point of Organization or Place of Engagement at the Actor's option.

(B) **Illness: Term Contracts**. Except as provided in (C) below, if the Actor cannot perform on account of illness, injury (other than an injury as specified in Rule 33, INJURY: WORKERS' COMPENSATION INSURANCE), or any other valid reason, then the Actor shall not be entitled to any salary for the time during which said services shall not for such reason or reasons be rendered. If during such illness an Actor other than an Understudy plays the part and the original Actor has not requested and received Disability Leave under the provisions of paragraph (3) below, the original Actor shall give two weeks' notice of the date of Actor's return to the cast together with a doctor's certificate certifying Actor's ability to act on that date.

(1) If the Actor must travel to rejoin the company, the Producer shall furnish transportation.

(2) Should the illness of the Actor continue or should it appear that it should necessarily continue for 10 days or more, Equity, at the request of the Producer, shall have full power to modify or terminate the Actor's contract on such terms as it may consider just if it shall be satisfied that it will be necessary for the Producer to employ a successor under a Standard Term Contract.

(C) Actors earning up to $150 above the Stage Manager's (Musical) applicable minimum salary per week, exclusive of Per Diem and the Media Fee, shall earn one performance of sick leave for every four weeks of employment. There shall be no limitation upon the accumulation of such sick leave for Actors who are eligible. In the event the Actor must use such sick leave, Actor shall suffer no diminution of contractual salary so long as Actor uses the number of performances Actor has accumulated. Sick leave, however, shall not be added to or be consecutive with Actor's vacation without the written consent of the Producer.

(1) Upon the termination of the Actor’s employment and provided that the production has been organized for at least three months or was organized as an announced limited engagement providing less than three months employment, the amount of accumulated sick leave, up to 11 performances per year of employment, shall be paid to Actor on the basis of the applicable minimum salary for the Actor's category from the date of first employment. At Actor's option, accumulated sick leave may be paid in the workweek that includes the last Sunday in June, based upon the prevailing salary at that time.

(2) Actors who earn in excess of $150 above the Stage Manager's (Musical) applicable minimum salary per week, but not more than $3,250, exclusive of Per Diem and the Media Fee, shall be entitled to one performance of sick

leave for each four weeks of employment, provided that the payment for such sick leave shall not exceed one-eighth of the Stage Manager's (Musical) applicable minimum salary for each performance lost. These Actors shall not be paid for unused sick leave.

(3) Actors earning in excess of $3,250 per week, but not more than $4,250, exclusive of Per Diem and the Media Fee, shall earn one performance of sick leave for each four weeks of employment, up to a cap of four performances of sick leave per year, provided that the payment for such sick leave shall not exceed one-eighth of the Stage Manager’s (Musical) applicable minimum salary for each performance lost. These Actors shall not be paid for unused sick leave.

(4) Actors earning in excess of $4,250, exclusive of Per Diem and the Media Fee, shall not be entitled to sick leave.

(5) If an Actor’s salary increases during the course of an Actor’s employment so that Actor no longer accrues sick leave, Actor may still utilize any previously accrued sick leave.

(6) After Actor's first six weeks of employment or first paid public performance, whichever is later, Actor shall be entitled to "borrow" up to six performances of sick leave (up to four performances of sick leave for Actors entitled to such leave pursuant to (3) above). This entitlement expires after Actor accrues six performances of sick leave.

(7) In the event an Actor cannot attend a rehearsal or complete a performance on account of illness or injury (other than an injury as specified in Rule 33, INJURY: WORKERS’ COMPENSATION INSURANCE), Actor will utilize one-half of one performance of sick leave for each such rehearsal or performance.

(a) An Actor who is absent as provided above from both a rehearsal and an entire performance on the same day will utilize a maximum of one performance of sick leave for that day.

(b) An Actor who is absent from a rehearsal and two performances on the same day will utilize two performances of sick leave for that day.

(c) An Actor who attends more than half of a rehearsal called on a performance day, and is absent from any performance that same day due to illness or injury (other than an illness or injury as specified in Rule 33, INJURY, WORKERS’ COMPENSATION INSURANCE) will utilize one-half of one performance of sick leave for the first performance missed on that day and one and one-half performances of sick leave for two performances missed on that day.

(d) The use of sick leave described in this paragraph (C)(7) will not apply if the Actor’s absence has been approved.

(e) Subject to (C)(6) above, Actors who have no accrued sick leave shall have their salaries reduced by 1/16 of weekly contractual salary for each rehearsal missed or each performance that they fail to complete.

(D) The validity of Actor's illness as a requisite for sick leave may be determined by a committee consisting of the appropriate Deputy, Stage Manager and Company Manager and the unanimous decision of the Committee shall be final and binding on the Actor and on the Producer. Such meeting shall not occur during half-hour. Prior to the Committee making its decision, the Actor shall have the opportunity to present his case to the Committee either in person or in writing, at the Actor’s option. If the decision of the Committee is not unanimous, the Producer may require reasonable proof of illness. If the Producer thereafter disallows said sick leave, said decision shall be subject to the grievance and arbitration procedures set forth in Rule 4. If the sick leave claimed is found to be invalid either by the Committee as provided above, or by the Producer subject to grievance procedures and arbitration, the Actor making such claim shall forfeit, in addition to the period in question, up to four future performances of paid sick leave. Any deliberate misrepresentation by an Actor under this rule may subject the Actor to termination.

(E) Any dispute between Equity and the Producer as to whether any of the above sections apply to any given situation may be submitted to grievance and arbitration pursuant to Rule 4.

(F) **Unpaid Absence Only for Compelling Circumstances or Emergency**. Actors shall be entitled to take up to two days of unpaid absence in each year of employment for compelling circumstances or emergency. For purposes of this rule, a compelling circumstance or emergency shall be expressly limited to either a wedding, graduation, family or medical emergency and must involve a member of the Actor's immediate family (spouses and spousal equivalents, domestic partners, parents, children, siblings, in-laws, grandparents and grandchildren). Such absence is subject to the following:

(1) Actor will give one week's written notice when possible;

(2) Producer may limit the number of Actors out at any one time for Unpaid Absence but may not limit it to fewer than one Actor per performance;

(3) Such absence may not be taken during the week between Christmas and New Year's except in extraordinary circumstances;

(4) Such Unpaid Absence may not be used by Actor to accept other work or to attend an audition;

(5) Producer may require Actor to explain the compelling circumstance or emergency;

(6) Any Unpaid Absence for a non-compelling circumstance may be granted at the Producer's sole discretion.

(G) **Bereavement Leave**. Actors shall be entitled to take up to three days of paid leave in each employment year to attend the funeral(s) of a member of Actor's immediate family (spouses and spousal equivalents, domestic partners, parents, legal guardians, children, siblings, in-laws, grandparents and grandchildren). Actors earning a weekly salary in excess of $3,000 shall be paid one-eighth of $3,000 for each performance missed under this rule.

(H) **Personal Days**. Actors shall be entitled to take two unpaid Personal Days in each year of employment for any reason. These Personal Days are subject to the following:

(1) Actor will give one week's written notice when possible;

(2) Producer may limit the number of Actors out at any one time for Personal Days but may not limit it to fewer than one Actor per performance, unless a requested Personal Day of a Principal or either of the Understudies for a role overlaps with the previously approved vacation of a corresponding Understudy or Principal;

(3) These Personal Days may not be taken during the week between Christmas and New Year's except in extraordinary circumstances;

(4) Replacement Actors need not be granted Personal Days until three weeks following the individual Actor's first performance;

(5) Personal Days need not be granted during the rehearsal period prior to the first paid public performance;

(6) The Producer may designate up to ten weeks from the first public performance until three weeks after the official opening during which personal days need not be granted. The ten weeks applicable shall be designated and posted no later than two weeks prior to the first paid public performance;

(7) For all tours, Personal Days need not be granted until after the press opening of the first engagement. In addition, Personal Days need not be granted on the actual press opening nights of the second and third engagements of the tour and on press opening night of any engagement of two weeks or longer.

(I) **Disability Leave**. Any Actor who becomes disabled during the course of Actor's employment in the production shall be eligible for Disability Leave in accordance with the following provisions:

(1) An Actor who is unable to work may request an unpaid leave of absence for a period of up to 12 months.

(2) Such request must be supported by an acceptable medical certificate indicating the time necessary for the leave.

(3) Actors are eligible to request only one such leave for any single medical condition within any collective bargaining period. However, if a work-related injury is at issue, Actor shall be eligible for one extension of the leave and/or

one additional leave if the Actor returns to work prematurely or the same work-related injury recurs. Producer may, in its discretion, limit total leave(s) for a single work-related injury to a 12 month period, measured from the first day of the first leave.

(4) Producers shall use best efforts to insure that the duration of the leave relates to the nature of the disability. However, in order to accommodate the needs of the production, the Producer may require that the leave be at least three months in length.

(5) Actors on approved leave must notify the Producer at least one month prior to the expiration of the leave of their intention to return to work as scheduled or to resign.

(6) When a disability leave is requested, Equity will advise the Actor about sick leave benefits, health benefits, medical coverage and, if applicable, the procedures for direct payment.

(7) Prior to an Actor's return from a leave, Actor will be required to establish that Actor is able to meet the artistic and physical requirements of the production. In addition, at Producer's option, Actor may be required to submit to an appropriate examination by Producer's medical representative at Producer's expense. Actor, at Actor's option, may seek a second opinion at Actor's expense.

(8) Actor's salary on Actor's return to the production will be the same as when the leave began, plus any increases required by the Production Agreement.

(9) Actors on Term contracts will be eligible to request a leave under this provision only if at least nine weeks remain on their contract on the first day of disability. If the Actor is eligible and elects to take a disability leave, the Actor will complete the remaining term of the contract upon Actor's return to the production.

(10) Temporary replacement Actors may be hired under "Replacement Contracts" for periods up to the full term of the leave. The replacement Actor may be employed for the designated term on a Standard Minimum or Term contract. Under no circumstances will the Producer be required to employ both Actors simultaneously. Such replacements will not be eligible for disability leave under the terms of this provision.

(11) During the term of disability, the Actor shall not be entitled to any salary for the time during which services are not rendered.

(12) If the Actor commences a Disability Leave while required to be away from the Point of Organization, the Producer shall return Actor to the Point of Organization or to Actor’s residence, at the Actor’s option, and will, after the leave, transport Actor to the next place of engagement.

33. INJURY: WORKERS' COMPENSATION INSURANCE

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

(B) **Supplemental Workers' Compensation**. The Producer agrees to provide supplemental workers' compensation, in addition to Workers' Compensation Disability benefits, through the Equity-League Health Trust Fund. The Producer's obligation to provide such benefit is met by the contributions made under Rule 30, HEALTH FUND.

34. INTIMIDATION

(A) An Actor shall not be compelled to participate in encounter groups, sensitivity sessions, or classes which Actor deems dangerous to Actor's mental health or an infringement upon Actor's mental or physical privacy.

(B) If an Actor makes claim in writing to Equity within seven days that Actor was intimidated into terminating his contract by being compelled to participate in such encounter group, sensitivity session, or class, Equity shall promptly notify the Producer. If such intimidation is acknowledged or established, the Actor shall be reinstated and shall be made whole for any loss.

(C) Neither the Producer, nor any personnel under the Producer's supervision or control, shall intentionally intimidate, harass or humiliate any Actor at any time, including, but not limited to, all communications to Actors in connection with artistic notes. However, it is understood that there is no intent to interfere with the original Director's or original Choreographer's ability to critique Actors in connection with artistic notes.

35. JUVENILE ACTORS

(A) The following special provisions shall apply to all Actors who are both under 19 years of age at the time of signing and who have not completed high school:

(1) Juvenile Actor may not be called to understudy or brush-up rehearsals which would intrude on the Actor's normal school day more than once per calendar week.

(2) Producer shall be responsible for providing services of an accredited or licensed tutor while the company is on tour and during the period of out-of-town tryout or previews at Point of Organization during the Actor's applicable school year until one week following the Official Opening at the Point of Organization. Tutors shall be required to familiarize themselves with the

reasonable and customary schooling requirements of the Juvenile Actors by the first day of rehearsal.

(3) During the rehearsal period, prior to Official Opening at Point of Organization or first paid public performance on tour, up to six hours per week of required tutoring must be held during the permitted rehearsal hours. However, when the Juvenile Actors are rehearsing and/or performing on “10 out of 12” hour days, all required tutoring must be held during the permitted rehearsal hours.

(4) If rehearsals for a Juvenile replacement Actor intrude on the Actor’s normal school hours for more than 10 school days prior to Actor’s first paid public performance or Official Opening, whichever is later, then an accredited or licensed tutor shall be offered.

(5) For Juvenile Actors between 16 and 18 years of age, Producer shall use best efforts to schedule publicity assignments in accordance with Rule 52, PHOTOGRAPHS, PUBLICITY AND PROMOTION, so as not to interfere with Actor’s normal school day. For Juvenile Actors under 16 years of age, see (B)(2) below.

(6) **Working Papers**. To the extent working papers may be required by law, a copy of the Juvenile’s working papers must be filed with Equity by the Juvenile’s first day of rehearsal.

(B) The following special provisions shall apply to Actors under 16 years of age at the time of signing:

(1) Producer shall provide a responsible person to supervise Juvenile Actors during the rehearsal period and, after the first public performance, from half-hour until Juvenile Actor is called for by a responsible parent or guardian after curtain down. Such person shall not be assigned any other duty under jurisdiction of Equity or another theatrical craft Union which conflicts with the supervision of Juvenile Actors.

(2) Juvenile Actors under 16 years of age shall be permitted to accept publicity assignments in accordance with Rule 52, PHOTOGRAPHS, PUBLICITY AND PROMOTION, provided such activities do not interfere with the Actor’s normal school day.

(3) A Juvenile Actor may be signed to a Six-Month Term Contract in accordance with Rule 16(H)(1), CONTRACTS.

(4) Whenever Juvenile Actor is required to live away from Actor’s permanent residence as registered with Equity and further provided the Juvenile Actor is traveling with a parent or legal guardian not regularly employed in the production, Producer, in addition to any other payments required, shall pay Juvenile Actor not less than one-third of minimum Per Diem required by Rule 63(B), or Rule 70(B)(2)(c) for Tiered Tours.

(5) **Dressing Rooms**. If available, separate dressing rooms for male and female Juveniles will be provided and shall be separate from the adult dressing rooms.

(C) Chorus Actors under 10 years of age at the time of signing and Actors under 6 years of age at the time of signing playing minor Principal Roles may alternate at the Point of Organization as follows:

(1) After Official Opening at Point of Organization, each Actor will perform up to four performances per week. Weekly performance salary shall be not less than one-half of minimum salary for actors as set forth in Rule 63(A). In addition, alternating Juveniles shall receive the full amount of all applicable increments.

(2) Prior to Official Opening at Point of Organization, Juvenile Actors shall be paid no less than minimum salary for actors as set forth in Rule 63(A).

(3) After Official Opening at Point of Organization, rehearsal hours shall be limited to four per week. Said rehearsals must be scheduled on the Juvenile's performance days. Actors will not be required to work on any day other than a performance day.

(4) Juvenile Actors may be employed as Understudies under this provision with the same terms and conditions as set forth herein.

(5) Except as modified herein, all rules of the Production Contract are applicable.

(6) This provision shall not apply to National or Tiered tours.

(7) Nothing contained herein shall preclude Actors from alternating at full salary.

36. LABOR/MANAGEMENT COMMITTEE

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

37. LAWS GOVERNING

(A) All contracts of employment shall be subject to, be construed by and all the rights of the parties thereto shall be determined by the laws of the State of New York, except as otherwise may be provided.

(B) If there are any valid provisions of law applicable to a contract of employment which are in conflict herewith, the provisions of the contract which

conflict therewith shall be deemed modified in conformity with the provisions of such applicable laws.

(C) If any provision of this Agreement shall be held invalid or unlawful by any tribunal of competent jurisdiction, the remaining provisions shall not be affected thereby, but shall remain severally valid, binding and in full force and effect.

(D) Rule 42, NON-DISCRIMINATION and/or 31, HOTEL RESERVATIONS, shall be deemed binding and shall remain in full force and effect, notwithstanding any state, local, or municipal ordinance to the contrary.

38. LAY-OFF

(A) **Point of Organization and Pre-Point of Organization Productions**.

Producer shall be able to lay off the Company without salary under the terms provided below:

(1) **Point of Organization**. Provided Producer shall have given to the Actor two consecutive weeks of employment prior thereto, and gives to the Actor two consecutive weeks of employment subsequent thereto, the Producer shall have the right to lay off his Company during Holy Week and/or for not more than seven consecutive days during the 14 day period prior to Christmas Day. The Producer agrees to give the Actor four weeks' written notice in the event said lay-offs are to be taken. Should such lay-off take place, the Producer shall not, during said period, be entitled to the services of the Company, except that on the day of reopening there may be a run-through rehearsal provided the Actors are paid one-eighth of contractual salary for this rehearsal up to a ceiling of double Actor's minimum salary. This rehearsal time shall not be deducted from the regular weekly rehearsal allowance after opening. Equity may allow additional rehearsals in case of change in cast or illness of the star or prominent member of the Company.

(2) **Outside Point of Organization**.

(a) Subject to the terms set forth in paragraph (1) above, if the production is outside the Point of Organization, the Producer shall have the right to lay off the Company for not more than seven consecutive days during the 28 day period commencing 14 days prior to Christmas Day, provided the Actors are paid not less than the applicable minimum per diem.

(b) **Other Lay-Off Weeks**. The Producer shall also be permitted to schedule up to four weeks of lay-offs in the course of a year counting from the first paid public performance provided the Actors are paid not less than the applicable minimum per diem and are given written notice at least two weeks in advance of the anticipated lay-off. In addition, health contributions shall be paid and vacation and sick time will continue to accrue.

(3) **Transportation**. When the company is laid off, the Actors shall have the option of receiving a round-trip ticket to the Place of Engagement or Point of Organization and back to the city where the production will re-open or remaining in the city where the lay-off occurs.

(B) **National and Tiered Tours**. On all National and Tiered tours, Producer may schedule a total of 10 lay-off weeks without salary in the course of each year counting from the first paid public performance as provided below. Lay-offs may be scheduled only if Producer reserves the right, in the Actor's original contract, to use lay-offs. No lay-off may be longer than four consecutive weeks.

(1) Producer may schedule a total of six lay-off weeks in which Actors shall not receive Per Diem, and in which Actors shall not accrue sick leave or paid vacation during any such lay-off, provided the following conditions are met:

(a) The Actors are given written notice at least four weeks in advance of the anticipated lay-off;

(b) There shall be not less than four weeks' employment immediately prior to the lay-off and at least two weeks' employment immediately following the lay-off;

(c) The Producer shall have confirmed bookings of not less than 10 consecutive weeks of employment before and/or after said lay-off. In counting the required 10 weeks of employment, weeks of permitted lay-offs shall be disregarded and any weeks of employment occurring between two permitted lay-offs may be counted to satisfy the 10 week requirement for each lay-off;

(d) Transportation is supplied as required by (5) below; and

(e) In the event a lost booking causes a layoff and said layoff would otherwise disqualify a previously scheduled layoff under (B)(1) above, such previously scheduled layoff will qualify under (B)(1) above if documentation of the lost booking is provided to Equity.

(2) The Producer may schedule up to four weeks of lay-offs in the course of a year provided the following conditions are met:

(a) Actors are paid not less than the applicable minimum Per Diem for each week of such lay-off. Producer agrees to advance one-half of the expense monies prior to any layoff period for which it may be due, but in no event less than one week of expense monies;

(b) Actors are given written notice at least two weeks in advance of the anticipated lay-off;

(c) Prior to taking any such lay-off the production must have accrued no less than four weeks of employment for each such lay-off week;

(d) In the calendar year in which any such lay-off is used, the production must provide no less than two weeks of employment for each such lay-off week;

(e) Health contributions are made during any such lay-off; and

(f) Vacation and sick time will continue to accrue during any such lay-off.

(3) In no event may the number of lay-off weeks in any given year exceed 10 weeks.

(4) If a Producer does not provide at least two weeks of employment following a lay-off prior to the close of the production, Producer shall pay two weeks' contractual salary in lieu thereof to each Actor, except in circumstances where two weeks of employment could not be provided following a layoff of two weeks or less, in which case only one week of post-layoff employment shall be required.

(5) In the event of a lay-off, Producer shall return Actor to Point of Organization or to the Actor's Place of Engagement, at the Actor's option, and will thereafter transport Actor to the next engagement, provided, however, that an Actor may choose to travel independently. An Actor choosing to travel independently must so notify the Producer within 48 hours of Producer's notice of the pending lay-off. In lieu of transportation, the Actor choosing to travel independently will receive payment equal to the Producer's actual cost of travel, if any, to and from Point of Organization.

(6) On the day of return to Point of Organization or Place of Engagement, the Producer will pay Actor Per Diem as follows:

(a) If Actor arrives at the destination terminal at or before 2:00 p.m. (local time), Actor will receive 10% of daily Per Diem;

(b) If Actor arrives after 2:00 p.m., Actor will receive 50% of daily Per Diem.

(7) On the day of reopening following any lay-off of two weeks or more, the Producer may call a run-through or dress rehearsal. This rehearsal shall be without additional compensation but shall be charged against the regular weekly rehearsal allowance.

(8) Rule 38(A) will apply to a Tiered tour or National tour playing at its own Point of Organization for six months or longer during such engagement.

(C) **Illness or death of star**. If after the production has opened, the star shall die or shall be ill and a lay-off shall be taken as a result thereof, the following rules shall govern.

(1) If the lay-off shall be followed by at least one week of employment:

(a) For the first week of the lay-off, or any part thereof, if the cast is at Point of Organization or is returned to Point of Organization and no rehearsals are held, the Actor's salary may be reduced to one-eighth of minimum for the first day lost and thereafter a per diem payment of one-seventh of the amount deemed to be the out-of-town living expenses set forth in Rule 63(B) or Rule 70(B)(2)(c). Rehearsals may, however, be called, in which event the Actor shall receive minimum salary for said day of rehearsal and the balance of the week.

(b) For the second and third weeks of such lay-off, or any part thereof, the applicable minimum weekly salary plus out-of-town expenses shall be paid to each Actor whether or not the Actor is called to rehearsals. Thereafter, full salary shall be paid up to the time of resuming production.

(c) If the cast remains out of town during the first week of the lay-off, the applicable minimum salary plus out-of-town expenses shall be paid whether rehearsals are held or not.

(d) In the event that the Producer has secured insurance upon the star or featured player whose illness has prevented the continuation of performances and the Producer becomes entitled to and is paid insurance benefits pursuant thereto, the Producer agrees to assign 40% of any recovery to Equity to the extent necessary for the payment to the Actors of full contractual salary during any weeks for which such benefits may be paid. Any such recovery and payment to Equity shall fulfill all the Producer's obligations to the Actors resulting from such lay-off. It is understood that this paragraph does not require the Producer to secure such insurance.

Producer agrees to send to Equity a copy of the notice of claim filed with the insurer and, in advance of accepting an offer to settle, to advise in writing of any proposed settlement and then to consult with the Executive Director of Actors' Equity Association. This consultation shall not deprive Equity of its right to employ grievance and arbitration as set forth in Rule 4.

(2) If the lay-off shall not be followed immediately by at least one week's employment, each Actor shall receive (except as provided in (3) below) at least one week's contractual salary upon closing in addition to any payments received in accordance with (1) above.

(3) Should the Producer, within 48 hours after the beginning of any lay-off of a company caused by such illness, furnish to Equity a certificate of a physician approved by the Producer and Equity that such illness will prevent the star or Actor playing a starring role from playing for three weeks, or should the Producer notify Equity that said star or Actor playing a starring role has died, the Producer may close the company forthwith without notice, provided that previously two weeks' contractual salary and all other sums due shall have been paid to the Actor.

(4) **Transportation**. When the company is laid off, the Actors shall have the option of receiving a round-trip ticket to the Place of Engagement or Point of Organization and back to the city where the production will re-open or remaining in the city where the lay-off occurs.

(5) In all cases under this Rule, the Actor's guaranteed period of employment must be fulfilled or salary paid in lieu thereof.

39. MEDIA PROMOTION AND PUBLICITY AND OTHER RECORDING AND BROADCAST PROVISIONS

For purpose of this rule, the term “Recording” shall refer to any taping, filming, digital recording or any other electronic or mechanical reproduction, in whole or in part, of any production (including any element of the production over which the Producer has the right to, or reasonably should have the right to, withhold consent to the use of said element) in which Actors are employed under the terms and conditions of this Agreement.

Televising, broadcasting, and visual or sound Recording may only be done under the following terms and conditions, which shall remain in effect from the beginning of employment until 19 weeks after the production has closed and shall apply to any production licensed, leased or authorized by the Producer, but shall not apply to motion picture filming for theatrical release.

Requests to Record beyond the following provisions must be submitted in writing to Equity at least 30 days in advance unless special circumstances do not permit such notice. Such requests will not be unreasonably declined.

If a dispute between Equity and the Producer arises under this Rule, it shall be subject to the Grievance and Expeditious Arbitration procedures set forth in Rule 4.

(A) **Promotion and Publicity**.

The Producer’s goal in any and all promotion and publicity, including use of captured material, is to portray the show, including the Actors, the creative team and production elements in the most favorable light. The Producer will provide footage and permit its use consistent with that intent.

(1) **Capture**. The Producer (or a third-party hired directly by the Producer) may Record material from the production for the purposes of promotion and publicity and as described in (2) Uses. Outside news and media/entertainment companies shall adhere to Rule 39(E) below.

(a) **Rehearsals**.

(i) Prior to and including the Official Opening at Point of Organization, or on Tour: the Official Opening of the first engagement or first paid public performance, whichever is later, the Producer may Record rehearsals at the average of one half-day per week, including all weeks of rehearsal and previews, but in no event more than three days in any one week. For example, a six week rehearsal period with an additional

rehearsal/preview period of two weeks permits the capture of four days of rehearsal, three of which could be used in one week.

(ii) After the Official Opening at Point of Organization or on Tour: the Official Opening of the first engagement or first paid public performance, whichever is later, the Producer may record up to three full days, or six half-days per year. The applicable date shall serve as the anniversary date for additional Recordings.

(iii) Shows that opened prior to August 4, 2008 may use additional half-days of rehearsal Recording based upon the length of their initial rehearsal period.

A half-day shall constitute up to four contiguous hours. If less than four hours of a call are captured, it shall count as one half-day.

(b) **Performances**.

(i) An unlimited number of performances, promotional and publicity events may be Recorded.

(ii) A performance may be Recorded in its entirety.

(c) **Non-performance footage**.

(i) Non-performance activities (such as interviews or backstage interaction) in which an Actor is not performing, whether onstage or in rehearsal, may be Recorded on a voluntary basis.

(ii) Costume fittings, costume changes and warm-ups may also be Recorded on a voluntary basis, but shall require a signed consent form at the time of Recording.

(d) All Recording requires 24-hours notice to the cast and Equity.

(2) **Uses**. Recordings done under Section (A)(1) above are for promotional and publicity purposes only. They may not be used for purposes of discipline. They may not be used for teaching nor as a replacement for rehearsal. However, these recordings may be viewed by Producer and creative teams (including Stage Managers and Dance Captains) in perpetuity for use for any Equity production of the Play produced by that original Producer. In no case may they be used to assist in staging a non-Equity production.

(a) Promotional and publicity Recordings may be used in news, current affairs, documentary, informational and entertainment programs, talk shows (including captured material without interview), opening night specials and promoting the Tony Awards. In order to be considered a use for promotion or publicity, the featured production must be currently running, or announced to run, under an Equity-League contract at the time of anticipated initial broadcast. The Producer shall request mention of same in the program.

The above may be delivered through the following platforms and any substantially similar delivery platforms currently available and as they evolve: broadcast and cable television, websites, (including third-party hosting sites and pages on which tickets are sold), podcasts, wallpaper, video e-blasts, presenter displays to promote tours, mobile marketing, movie trailers, "bonus material" on DVDs, video billboards, in-flight videos, in-house hotel videos, educational videos, tour bus videos, sales kiosk videos, in-store videos, lobby loops, group sales videos, corporate videos, and press reels.

(b) For broadcast and cable television (including documentaries for broadcast and cable television) up to 15 minutes of captured footage of rehearsals and performances may be used per program at any one time and Producer can change this footage as often as desired, as long as no single episode contains more than 15 minutes of this captured footage. There is no restriction on the use of other captured material (e.g., non-performance activities and interviews) on broadcast and cable television.

For all other delivery platforms (e.g., websites, mobile phones, non-broadcast uses and other outlets) up to 15 minutes of captured footage of dress rehearsals and performances may be used at any one time (individual website defined as entire site, not page) and Producer can change footage as often as desired as long as no single distribution point contains more than 15 minutes of this captured footage. Other than dress rehearsal and performances, there is no restriction on the use of captured material in any of these platforms.

An entire number or scene may be used for promotional and publicity purposes delivered through the above platforms.

(c) All productions will be identified by cast and date (e.g. "Original Broadway Cast 2010") at the end of any broadcast or exhibition of a documentary or Opening Night Special created hereunder.

(d) The original Producer may use footage in perpetuity for any Equity production of the Play produced by that Producer. If the original Producer licenses the Play for production under an Equity-League agreement by another Producer, that Producer may license the material for promotional and publicity purposes provided that an additional payment to each Actor is negotiated with Equity.

(e) Material may not be used to promote a non-Equity production. Captured material used on presenter websites that promote an entire season and also feature material promoting the non-Equity productions shall indicate which productions employ Actors and Stage Managers represented by Equity.

(f) Equity, the League, and non-profit entities that promote the theatrical industry (e.g., American Theatre Wing, Theatre Development Fund, NYC & Co. and similar travel and tourism bureaus) may obtain and

use footage from any production (including closed productions) for purposes of promoting and branding Equity, the League, and the industry. Disney may use footage from its own productions to celebrate its theatrical heritage.

(g) If captured material is used to promote a different production, the material will identify the production from which it was captured (e.g. "Original Broadway Cast.").

(h) Recordings captured under prior Agreements may be used in accordance with the provisions of this Agreement and prior specific agreements that permitted additional use are not limited by this Agreement.

(3) **Payment**.

(a) A weekly "Media Payment" shall be made to Actors as compensation for the capture and use detailed above. This shall be required in all musical productions. Dramatic productions may opt-in to Rule 39 at any time. If a dramatic production opts in to use the media terms of this Rule, all Actors in the production shall be paid the Media Payment from the first day of Actor's rehearsal. Dramatic productions that do not elect to utilize the provisions of this Rule will be governed by the media provisions as set forth in the Addendum to this Agreement and will not be required to make the payments set forth herein. This payment is in addition to contractual salary and shall be paid for Actor's entire employment period whether or not the Actor appears in any captured material. The payment is subject to pension and dues. This media fee can be incorporated into overscale for Actors earning in excess of $4000 per week.

(i) Actors working under the terms of the standard Production Contract shall receive 2% of the minimum Actor salary as set forth in Rule 63(A).

(ii) Actors working under the terms of the Production Contract Tiered tours shall receive 2% of the Tier's applicable minimum Actor salary.

(b) The Producer may request an Actor to perform new material for webisodes and mobisodes and shall pay Actors rehearsal overtime rates for such performance. All other material from performances, rehearsals, and interviews shall be for promotional use above.

(c) Music videos and infomercials shall be made under the appropriate AFTRA or SAG contract, except no payment shall be required for use of Recordings for the purpose of promotion and publicity.

(d) Performances on reality programs shall be done under the appropriate AFTRA or SAG contract if that program is covered by a collective bargaining agreement. No payment shall be required for

promotional use of captured material from a production currently running under an Equity-League contract. See Rule 39(A)(2)(a).

(e) Recording may take place for the purpose of promotion and publicity without additional compensation during a scheduled rehearsal, dress rehearsal or performance. It is understood and agreed, however, that enhanced lighting and multiple takes may occur during such rehearsal, dress rehearsal or performance provided that in the event an excessive number of takes transform the rehearsal into a "session," then the applicable AFTRA/SAG session fee shall be due every Actor at the call. Further, in the event that particular Actors are requested to come in early or stay later for retakes or special shots, or if work additional to Actor's normal duties in rehearsing or performing for the stage production is required of the Actor to accommodate the Recording, the Actor will be paid the appropriate Equity hourly rehearsal overtime rates for such additional work plus any fees which may be required by AFTRA or SAG.

(f) A Producer who receives revenue in exchange for allowing captured material to be used shall negotiate with Equity appropriate compensation for Actors.

(g) Live television promotional or publicity performances, e.g. the Tony Awards ceremony, Thanksgiving Day Parade, Today Show, etc. shall continue to be done under the appropriate AFTRA or SAG contract.

(B) **Cast Albums**. 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 on the appropriate AFTRA Contract for the Recording of said album and shall receive not less than one week's contractual salary for each day or part thereof so employed except as provided in paragraphs (1) and (2), below. Such cast album shall accord credit to each Actor appearing in the production at the time the Recording is made, whether or not the Actor performs on the Recording.

(1) If an Actor works more than eight hours in a day, the Actor shall be paid an additional one-eighth of contractual salary up to a cap of 250% of Production Contract minimum for each hour or part thereof.

(2) In the event the Producer wishes to schedule half-day Recording sessions after the first day of Recording and pro-rate payments for said half-day sessions, the Actor shall receive not less than one-half of the Actor's weekly salary, up to a cap of 250% of the Production Contract minimum salary, or the AFTRA rate, whichever is higher, for each day that the Actor is employed for four hours or less and each Actor shall receive a pro-rata share of 20% of all monies derived by the Producer from the exploitation of the album. (Note: In the event the Producer does not elect this pro-ration formula, the Actors will share in the standard 15% of monies derived by the Producer.

Terms for Actor participation in the Producer's 15%/20% are identified in the Original Cast Album Rider.)

(3) Producer shall give Equity not less than 72-hours notice (inclusive of at least two business days) prior to such Recording.

(4) If, during the Recording of a cast album, one or more singers who are not members of the Equity cast are engaged, then Swing singers and Understudies assigned to singing parts who are not engaged to Record the cast album shall share equally in an amount equal to the average contractual salary of said Swings and Understudies multiplied by the number of employment days of such supplementary singers.

(5) For cast album Recordings only, there shall be not less than a 10-hour rest period between an evening performance and a morning Recording call. There shall be a break of one and one-half hours (one hour if a meal is provided) between the Recording session and rehearsals or performances scheduled under the Equity Agreement. Recording sessions may not be scheduled on two-performance days. Application of this rule may not reduce breaks or rest periods required by the AFTRA Contract.

(6) Without additional payment, cast album Recordings may be used for promotional and publicity purposes and for underscoring of television or radio commercials of the production.

(C) Audio-visual release of the entire production in any medium shall be permitted, provided:

(1) Each Actor (including Swings, Understudies, Dance Captains and Stage Managers) called for the Recording shall be paid pursuant to the terms of the appropriate SAG or AFTRA contract. In no case will Actors be paid less than the rates customarily applied to such releases under a SAG or AFTRA contract, including any residuals due for exploitation in supplemental markets. The work rules under the SAG or AFTRA contract applicable to a comparable release must also be met, as well as the required benefit contributions (made to Equity Funds if no other Funds are applicable) and procedures necessary to administer payments. In addition to the payments above, each Actor who is called, and any Actors replaced for the Recording, shall receive a payment of no less than one hundred fifty percent (150%) of applicable Production Contract minimum salary as stated in Rule 63(A), SALARIES. Contributions for Equity Pension and 401(k) shall be paid on these monies and Equity Dues shall be deducted on behalf of the Actors.

(2) Stage Managers employed for the Recording will receive the same terms and conditions as the Actors. Stage Managers shall be paid the equivalent of the On-Camera Principal Performer rate for each day of Recording. Contributions for Equity Pension and 401(k) shall be paid on Stage Managers' salaries in lieu of SAG or AFTRA benefits.

(D) **Commercials: Television and Radio Spot**.

(1) **Television Commercials**. If an Actor is called to make a television commercial of three minutes or less duration, the Actor shall sign the applicable AFTRA or SAG Contract and the following terms and conditions shall apply:

(a) **Session Fees**. Session Fees shall be payable as set forth below:

(i) **Special Call**. Each Actor, Stage Manager and Dance Captain who is called when the commercial is Recorded shall be paid not less than the then-current session fee for an on-camera principal performer, whether or not the Actor is seen or heard in the commercial. If a Stage Manager or Dance Captain is not called for the session, but is required to render services in connection with the production of the commercial, the Producer shall pay not less than the applicable session fee for an on-camera Principal performer.

(ii) **Performance and/or Captured Material**. If a commercial is Recorded at a performance and/or made from captured footage, each Actor, Stage Manager and Dance Captain who was called when the footage was taken shall be paid the applicable session fee for an on-camera Principal performer, whether or not the Actor is seen or heard in the commercial.

(iii) **Hiatus Between Use Cycles**. If there is a hiatus between use cycles, a session fee shall be paid, in accordance with this paragraph (D)(1)(a), in addition to the use fee when a new use cycle commences after the hiatus.

(b) **Use Fees**. In addition to the session fee set forth above, each Actor seen or heard in the commercial, and each Stage Manager and Dance Captain who performed his function during the Recording shall be paid in accordance with the following:

(i) **One Year Use Fee**. A use fee of not less than the applicable New York Wild Spot on-camera Principal rate, which shall constitute payment in full for up to fifty-two (52) weeks of use of the commercial on broadcast television, cable and the Internet; or,

(ii) **Six-Month Use Fee**. A use fee of $663 which shall constitute payment in full for up to twenty-six (26) weeks of use, of the commercial on broadcast television, cable and the Internet. (Note: This use fee shall increase by the same percentage, and at the same time, that the use payment in (b)(i) above increases.)

(iii) **Re-Use Fees**. The applicable use fee as set forth above in (b)(i) or (b)(ii) shall apply for re-use. If there is a hiatus after a use cycle, a session fee shall also be paid in accordance with paragraph (a)(iii) above.

(c) **Still Photographs**. If a television or other commercial is made from still photographs of persons in the cast, each Actor contained within the photograph, whether recognizable or not, shall be signed to the applicable AFTRA or SAG contract and the terms of this agreement shall apply.

(2) **Radio Commercials**. If an Actor is called to make a radio commercial of three minutes or less duration, the Actor shall sign the applicable AFTRA Contract and the following terms and conditions shall apply:

(a) **Session Fees**. Session Fees shall be payable as set forth below:

(i) **Special Call**. Each Actor, Stage Manager and Dance Captain who is called when the commercial is Recorded shall be paid not less than the AFTRA Principal session fee, whether or not the Actor is heard in the commercial. If a Stage Manager or Dance Captain is not called for the session, but is required to render services in connection with the production of the commercial, the Producer shall pay not less than the session fee due to the Actor.

(ii) **Performance and/or Captured Material**. If a commercial is Recorded at a performance and/or made from captured material, each Actor, Stage Manager, and Dance Captain who was called when the material was captured shall be paid the applicable session fee, whether or not the Actor is heard in the commercial.

(iii) **Hiatus Between Use Cycles**. If there is a hiatus between use cycles, a session fee shall be paid, in accordance with this paragraph (D)(2)(a), in addition to the use fee when a new use cycle commences after the hiatus.

(b) **Use Fees**. In addition to the session fee set forth above, each Actor heard in the commercial and each Stage Manager and Dance Captain who performed his function during the Recording shall be paid in accordance with the following:

(i) **One Year Use Fee**. A use fee of not less than the applicable New York Wild Spot Principal rate, which shall constitute payment in full for up to fifty-two (52) weeks of use of the commercial on radio and the Internet; or,

(ii) **Six-Month Use Fee**. A use fee of $236 which shall constitute payment in full for up to twenty-six (26) weeks of use, of the commercial on radio and the Internet. (Note: This use fee shall increase by the same percentage, and at the same time, that the use payment in (2)(b)(i) above increases.)

(iii) **Re-Use Fees**. The applicable use fee as set forth above in (2)(b)(i) or (2)(b)(ii) shall apply for re-use. If there is a hiatus after a use cycle, a

session fee shall also be paid in accordance with paragraph (2)(a)(iii) above.

(3) Provisions applicable to Television and Radio Commercials.

(a) **Holding Fees**. There will be no holding fees.

(b) **Actors Employed Outside of the Production**. Actors who are not in the production and are hired to render services which are in AFTRA or SAG jurisdiction (e.g. voiceovers, testimonials and additional singers) will be engaged in accordance with the standard AFTRA or SAG commercials contract.

(c) **Multi-Show Commercial**. Commercial footage and/or voice tracks from different shows produced under this Agreement, or any 4A's Agreement, may be combined into a single "multi-show" commercial for purposes of promoting a season or series of shows. Actors seen or heard in the spot shall be paid in accordance with the terms set forth below:

(i) If the source commercial is already in cycle for which the Actors are being paid, no additional compensation shall be due; or,

(ii) If the source material is not in cycle, Actors shall be paid in accordance with the terms set forth herein.

(d) **Standard AFTRA Terms Option**. In lieu of the terms set forth herein, the Producer may elect to use standard terms of the applicable AFTRA or SAG agreement.

(e) **Other Promotional Uses**. Producer may, without payment of additional compensation, use a commercial in cycle for:

(i) video billboards;

(ii) taxi videos;

(iii) elevators;

(iv) movie trailers;

(v) group sales video presentations;

(vi) in-flight videos;

(vii) in-house hotel videos;

(viii) tour bus videos;

(ix) lobby loops, kiosks, in-store videos and other such similar uses under (A)(2)(a) above.

(f) **Stars**. When using an existing commercial to incorporate new stars, payment shall be due to Actors in the new star commercial only if they have not been paid for the existing commercial.

(g) **Notice**. There must be at least 24-hours' notice to the Actors and Equity prior to any Recording for a commercial. Where practicable, Producer shall give advance notice of use of a commercial created from captured material.

(h) The Producer shall be permitted to make any number of commercials from captured material using the same Actors. In such event, no additional session or use fee shall be due except as indicated here. If the Producer uses an Actor in one commercial in a lesser payment category and then uses the Actor in a subsequent commercial in a higher category, Producer will pay to the Actor the difference in the session fee as well as the adjustment in the use fee as may be required under the Equity or the AFTRA/SAG Agreements.

(i) All other terms of the AFTRA or SAG commercial agreement and Rule 39, in the Equity/League Agreement not otherwise identified or modified herein shall remain in full force and effect.

(E) Provided that the purpose of the recording is promotional in nature and the Producer does not receive revenue in exchange for the capture or use of such material, outside news and media/entertainment companies may Record the production for use on any program only under the following conditions:

(1) **During a Rehearsal**.

(a) Recording and 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 Recording and interview session. Said report shall be initialed by a Deputy.

(c) Upon contemplation of Recording during a rehearsal, the Producer shall make every reasonable effort to:

(i) Give the cast 24-hours' notice;

(ii) Schedule only three Recording sessions during which all outlets must do their Recording; and,

(iii) If the time of the Recording is changed, the Producer shall notify the cast of such change and of the re-scheduled time.

(2) **At a Performance**.

(a) Only one-half hour of footage may be Recorded.

(b) If possible, the cast must be given 24-hours' notice.

(c) When cameras are going to Record, cast must be given notice at the half-hour call.

(d) There shall be no Recording where there is any interference with the Actors such as the requirement for additional lighting or the movement of equipment.

(3) Not more than three minutes of any Recorded portion of the performance or rehearsal shall be shown on the program. Such three minute Recording may not depict an entire self-contained number or scene.

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

(5) An Equity Stage Manager shall be present at every Recording under this paragraph (E).

(6) For any violation of this paragraph (E), other than violations of unauthorized subsequent uses of the Recording, 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 arise under a breach of this paragraph (E) which the Actor has against the Producer or any third party.

(F) **Documentary**.

(1) In addition to providing captured material as provided herein, Producer may permit outside news and media/entertainment companies to capture material to make a television documentary, including unlimited exhibition throughout the world on all television and for the period defined in the AFTRA or SAG Agreement. This permission is conditioned on payment of not less than the applicable AFTRA or SAG rates and provided no more than 21 minutes of combined rehearsal/performance footage is used.

(a) "Performance footage" and/or rehearsal shall mean footage acquired from captured material, documentaries (produced after October 1, 1996 provided Actor has given consent to such use) or news footage with no individual clip exceeding three minutes in duration.

(b) "Non-performance footage" involving Actors in non-performance activities (such as interviews, costume fittings and other elements where the performer is not performing whether in rehearsal or on stage) shall not be included in the calculation of running time (the aforementioned 21 minutes).

(c) If work additional to the Actors' (including Stage Managers) normal duties during rehearsal or performance for the stage production is required to accommodate the Recording, the Actor will be paid the appropriate Equity hourly rehearsal overtime rates for such additional work plus any fees which may be required by AFTRA or SAG.

(d) Producer must obtain Equity's consent to allow Recording of more than a total of three days of rehearsal and/or performance. Equity agrees

that it shall not unreasonably withhold its consent to such additional shooting.

(2) **Clip Use in Other Documentaries**. Clips of performers from one or more productions in a different documentary may be used with an aggregate limit of an average of three minutes "performance and/or rehearsal" clips per half-hour provided that the Actors seen are paid no less than the applicable AFTRA or SAG rate in accordance with the formulas identified above.

All Actors (including Stage Managers) shall receive billing at the end of any broadcast of the documentary created hereunder.

(G) **Session Fees**. Whenever session fees are applicable, Producer shall be required to pay a session fee to any Actor who is called to be present at the theater or rehearsal space when Recording is taking place. Stage Managers shall be paid the on-camera Principal rate.

(H) **Payment for Live Television Promotional Appearances**. Whenever an Actor appears in costume on a news, talk or entertainment show, said Actor shall be paid not less than the applicable AFTRA or SAG rate. If the Stage Manager is requested to attend the television appearance, they will be paid not less than the actors.

(I) **Use of Footage After Expiration Date of Contract**. Any footage produced under Rule 39 shall continue to be governed by the terms of this Agreement without regard to the expiration of this Agreement and without regard to the amendment of this Agreement except to the extent that such amendment shall so provide.

(J) **Reference Recordings**. Notwithstanding any Rule in this Agreement to the contrary, Producer may make Reference Recordings during rehearsal and performance under the following conditions:

(1) The cast shall be given at least 24 hours advance notice of the capture of Reference Recordings.

(2) Actors' time spent in such Recordings shall be considered as regular rehearsal or performance time. No additional compensation will be paid to the Actors except when overtime is payable for rehearsal under provisions set forth in this Agreement.

(3) These recordings may be used solely for the purpose of reviewing design elements, staging, lighting, technical, or choreographic elements. Reference Recordings shall not be used for promotional, publicity, commercial, or disciplinary purposes and shall be held strictly as a record by the Producer and may be viewed by the Producer, designers, director and/or choreographers or their expressly authorized employees.

(4) Producer may make the Reference Recordings available to Actors.

(K) **Opening Night Specials**. Opening Night Specials shall be subject to the following terms:

(1) Opening night specials may be either a one or two-hour documentary-style news program, which will combine Recorded portions with live coverage about the creation and opening night of the production;

(2) To include excerpts from the show, the television production may Record portions during regularly scheduled performances and rehearsals, the number to be mutually determined between the needs of the television production and the Producer and director so as not to intrude upon the creative process. In no event shall the television crew Record more than five rehearsals and/or two performances. Up to 45 minutes of each such rehearsal and 30 minutes of each such performance may be Recorded upon 24-hours notice to the cast before each call;

(3) The Producer may include the terms of such Recording by rider to the Actor's contract, including an honorarium of not less than $350 for a two-hour program, and $200 for a one-hour program to be paid to all Actors employed by the production. If any employee of the Producer or Theatre Owner is paid a higher honorarium for this event, the Actors shall be paid the higher amount;

(4) Up to a total of 45 minutes of rehearsal and performance footage may be included in the final edited two-hour program. Up to a total of 20 minutes of rehearsal and performance footage may be included in the final edited one-hour program. It is understood that an entire self-contained number or scene may not be broadcast. All Recorded footage shall be used exclusively for the opening night telecast and promotional spots for the telecast. In addition to the permitted minutes of footage, a portion of the curtain call may be broadcast; and,

(5) Producer will ensure that every Actor employed by the production will receive a screen credit on the Opening Night Special program.

(L) **Benefits**. Contributions on behalf of the Actors shall be made pursuant to the applicable AFTRA or SAG Agreement except for Stage Managers whose benefits shall be paid in accordance with Rule 49, PENSION FUND AND 401(K) PLAN.

(M) **Notice to Broadcast Media and Press Agents**. Press Representatives will send to all broadcast media in the major cities and to all ATPAM press agents a letter outlining the provisions of the contract which govern the use and/or reuse of any Recording of productions under this Agreement. This letter will be sent to the broadcast media in these cities and to the ATPAM press agents every year. The League further agrees to advise by letter any other broadcast media who request permission to do such Recording or to use existing Recordings of those contract provisions. Failure to comply with those provisions may subject the Producer to penalties as outlined above. The League will copy Equity on all pro forma letters, indicating the parties contacted, pursuant to this Agreement.

40. MILITARY SERVICE; OF THE ACTOR

If the Actor is called to report for Military Service, the Actor may cancel Actor's contract by giving the Producer as much notice as the circumstances will permit and the Producer agrees to pay the Actor's transportation to the Point of Organization of the Company or to the Actor's Place of Engagement if it was outside the Point of Organization and the Actor shall not be obligated for the payment of the fare of Actor's successor.

41. 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 Producers 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 the Agreement between Equity and the League 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 effect the express rights of Equity or the Actor under Rule 10, BREACHES; Rule 20, DEFAULTING PRODUCERS; Rule 40, MILITARY SERVICE; or Rule 55, PRODUCTION PROSECUTED.

42. NON-DISCRIMINATION (See also Rule 44, Non-Traditional Casting)

(A) The parties hereto affirm their commitment to the policy that employment hereunder shall be without discrimination on the basis of sex, race, color, creed, national origin, age, disability, sexual orientation, gender identity and/or

expression or political persuasion or belief. Consistent with the foregoing and with the procedure set forth in Rule 5(E)(4), it is the intention of the parties that the casting of productions will be conducted in a manner which provides equal and fair consideration to all Actors including, but not limited to: Actors with disabilities, ethnic minorities, seniors and women.

Quarterly meetings will be held between representatives of Equity and the League to assure that this fair employment policy is being observed and to monitor its implementation.

This provision is also applicable to applicants for employment.

(B) **Claims**. Any claimed violation of this policy shall promptly be submitted for settlement to the Grievance Committee, pursuant to Rule 4, ARBITRATION AND GRIEVANCE.

(1) The Actor or applicant shall submit to Equity any claimed violation of these provisions within 28 days of the time when the claim arose or when the Actor became aware of the alleged discrimination, whichever is later. Equity shall send written notice of the claim to the League and the Producer, in accordance with Rule 4(A)(2) within five business days thereafter. Any claim for which timely notice is not given shall be barred unless unusual circumstances can be shown for such delay. The Grievance Committee shall meet to consider the claim immediately thereafter.

(2) If the dispute is not decided by the Grievance Committee, the claim may then be submitted directly to arbitration in accordance with Rule 4. The Arbitrator may provide such remedies as in his discretion shall be deemed appropriate.

(C) Notwithstanding Rule 41, NO LOCKOUTS OR STRIKES, the cast shall not be required to perform in any theatre, public or private institution, or other place of performance, where discrimination is permitted or practiced because of sex, race, color, creed, national origin, age, disability, sexual or affectional preference, gender identity and/or expression or political persuasion or belief against any person. As between Equity and the Actor or cast, Equity shall determine whether discrimination exists at the place of performance.

(D) In order to insure equal employment opportunities for all Actors, the Producer shall hold Principal and Chorus Interviews and Auditions pursuant to Rule 5.

(E) The parties hereto agree to continue their joint efforts toward and reaffirm their commitment to the policy of non-discrimination and to an ongoing policy of furthering the principles of equal employment opportunity. It is the desire of the parties that employment opportunities for Actors with disabilities, ethnic minorities, seniors and women be improved and that the stage reflect a multi-cultural society. In furtherance of this policy, 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 engage Actors with disabilities, ethnic minorities, seniors and women.

43. NON-EQUITY THEATRES

In no case may the Producer require the Actor to work in any theatre or other place presenting a production in which non-Equity companies regularly appear, without the express consent of Equity. In any case where the Producer requires the Actor to work where non-members of the AFL-CIO are employed, the Actor may, Equity consenting, cancel the contract forthwith.

44. NON-TRADITIONAL CASTING (See also Rule 42, NON-DISCRIMINATION)

The parties recognize the principle of Non-traditional Casting. The parties further agree, the foregoing notwithstanding, that there can be no interference with the contractual rights or artistic discretion of the playwright, director, or choreographer. Subject to these limitations, the Producer will attempt to achieve Non-traditional Casting.

(A) Non-traditional Casting is defined as the casting of Actors with disabilities, ethnic minorities (including but not limited to African-American, Asian/Asian-Pacific-American, Hispanic-American, Native-American, multi-cultural), seniors and women in roles where race, gender, age or the presence or absence of a disability is not germane.

(B) Quarterly meetings will be held between Equity and the League to assure that this Non-traditional Casting policy is being observed and to monitor its implementation.

(C) An analysis of all productions in performance during the previous quarter shall be conducted at these quarterly meetings.

(D) If a dispute under this rule cannot be resolved by the parties at the quarterly meeting, the dispute shall be submitted to grievance and arbitration in accordance with Rule 4.

45. NOTICES

(A) It is the essence of all employment contracts that all notices hereunder, 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 the Council of 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.

(B) All notices given by the Actor to the Producer may be given in writing to the Producer, the Company Manager, or Stage Manager. Individual notice to the Actor must be given to Actor personally in writing unless the Producer has procured the address of the Actor as registered with Equity, in which case, unless

otherwise provided, it may be given by mail or fax. Notice of termination may not be given to the Actor while Actor is on a vacation approved by Producer under terms of Rule 76.

(C) Notices of termination or closing given at or before the end of the performance on Monday night, effective at the end of Saturday night following, shall be deemed one week's notice; and such notice effective at the end of the Saturday week following shall be deemed two weeks' notice. If the playing schedule is Tuesday through Sunday, notice given on Tuesday will be effective at the close of the Sunday performance. Except as provided above, a week's notice shall be seven calendar days and two weeks' notice shall be 14 calendar days. Notice of closing shall remain posted for the entire notice period as specified above unless initialed by each member of the cast. A closing notice posted after the half-hour call shall be promptly called to the attention of the cast.

(D) All communications which refer to the company in general shall be posted upon the Call Board.

(E) The posting of the Agreement and Rules Governing Employment under the Equity/League Production Contract, herein adopted, 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.

46. NUDITY

(A) **Interviews/Auditions**.

(1) SEX ACTS SHALL NOT BE PERMITTED.

(2) Nudity shall not be permitted at Principal Interviews.

(3) Nudity at Auditions (Principal and/or Chorus Auditions) shall not be permitted except with the express written permission of Actors' Equity and shall be subject to the following guidelines:

(a) Actor shall not disrobe, in whole or in part, until after the Actor has been auditioned as a Principal Actor or Chorus Singer and/or Chorus Dancer; and,

(b) A Stage Manager or an official Equity representative must be present; and,

(c) The direct professional and artistic capacity of all persons present must be attested to by the Producer in writing to Equity at the time the written permission is requested (i.e., Producer, Director, Choreographer).

(B) **Rehearsals/Performances**.

(1) SEX ACTS DURING REHEARSAL OR PERFORMANCE SHALL NOT BE PERMITTED.

(2) 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 by the time of the Actor's signing the contract. The script shall be submitted for review if the Actor so requests.

(3) Actor shall not pose for nude photographs or appear nude for any motion picture filming, videotaping or other forms of visual recording without the Actor's prior written consent. The applicable consent form will be provided by Equity.

(4) Photographs in which any Actor appears nude or performs an act of a sexual nature shall not be used in any way without the prior written consent of each Actor appearing in the photograph, or copy of the photograph, on a fully executed Equity Nude Photograph/Video Release form. The Actor's written consent must also appear on a copy of the photograph release. Such request to utilize the photograph must specify the specific use for the photograph. The signed, released photograph and release form shall be filed with Equity. The Producer and the Actor shall keep duplicate records.

(a) Prior to release or use of any film or video tape, video cassette, or any electronic or mechanical reproduction in which any Actor appears nude, each Actor appearing in the scene shall be given an opportunity to view the film or tape. Use or release shall not be permitted without the prior written consent of each Actor participating in a scene where any Actor appears nude, or performs acts of a sexual nature, on a fully executed Equity Nude Photograph/Video Release form. The Producer shall file a copy of the fully executed release form for each Actor with Equity.

(b) An authorized Actors' Equity Association representative must be present at all such photographing, filming or videotaping.

(5) Actor shall not, while nude, mix with the audience or leave the stage, backstage or performance area. The Producer shall take all necessary measures to insure that no member of the audience will be permitted to enter the stage, performance area or backstage while any Actor is nude.

(6) Artists renderings of nude Actors shall not be permitted without the Actor's prior written consent.

(C) IF THE PRODUCER BREACHES ANY OF THE ABOVE PROVISIONS THE PRODUCER SHALL BE ASSESSED DAMAGES OF NO LESS THAN ONE WEEK'S CONTRACTUAL SALARY FOR EACH VIOLATION OF ANY OF THE PROVISIONS SET FORTH ABOVE IN PARAGRAPHS (A) OR (B) FOR EACH ACTOR INVOLVED.

(D) All of the above shall not preclude the Actor or Equity from instituting any civil action in addition to the damages set out in this rule.

47. NUMBER IN CAST

(A) The number of Chorus employed on the first day of rehearsal may not be reduced in number under any circumstances.

(B) The number of Principals and Stage Managers employed may not be reduced in number under any circumstances after the Official Opening at the Point of Organization, or after the first paid public performance of a Road Tour.

(C) The Producer may employ Stage Managers beyond those required by Rule 68, STAGE MANAGERS, on temporary contracts, without affecting the provisions of Rule 47, NUMBER IN CAST. The additional Stage Managers may be employed until four weeks after the Official Opening at the Point of Organization, or four weeks after the first paid public performance of a Road Tour.

48. ORGANIZATION POINT

(A) The Producer shall have the right to designate the Point of Organization as either New York, Los Angeles, San Francisco, or Chicago, which Point of Organization shall be designated on the face of the contract. In the case of any other city, Equity shall have the right to designate the Point of Organization.

(B) Once designated, the Point of Organization shall remain the same for the life of the company. The Producer shall have the right to designate New York, Los Angeles, San Francisco, or Chicago as the Point of Organization of other Companies of the same production.

(C) The Company shall cease to exist upon the expiration of the period set forth in Rule 59, REOPENING OF A PLAY.

See also Rule 70, TOURS, for tours performing at the city designated as the Point of Organization.

49. PENSION FUND AND 401(k) PLAN

(A) The Producer acknowledges that the collective bargaining agreement effective June 1, 1960 between Equity and the League provides for the establishment of a jointly administered Pension Fund. The Producer agrees to abide by all provisions of said agreement with respect to said Pension Fund, including the obligation to make the contributions called for therein and to execute all necessary documents accepting the Agreement and Declaration of Trust establishing said Pension Fund and to be bound by all rules and regulations of said Pension Fund now or hereafter adopted or which may from time to time be adopted by those administering said Fund.

(B) The agreements applicable to the establishment and administration of the Equity-League Pension Fund are renewed and extended for the duration of the collective bargaining agreement between Equity and the League, as amended by the Amendments to the Equity-League Pension Agreement effective June 28, 1971. The terms and conditions contained in the Arbitration Award of Burton Turkus dated April 23, 1963 are continued except as amended and modified in accordance with the recommendations contained in the letter of Morris Tarshis, Chief Labor Mediator for the City of New York, dated February 15, 1965 and as amended by the parties hereto.

(C) The Producer shall pay to the Equity-League Pension Fund 6% of all monies received weekly, exclusive of minimum out-of-town expense reimbursement and up to a maximum of $7,500, by all employees hereunder. In lieu of the foregoing, and in addition to the 3% contribution provided for in Rule 49(F), for Canadian Actors whose primary designated fund is the Canadian Actors' Equity Association Registered Retirement Savings Plan, the Producer shall contribute to the Equity-League 401(K) Trust Fund 6% of all monies received weekly, exclusive of the minimum out-of-town expense reimbursement and up to a maximum of $7,500.

(D) The Producer shall continue to allocate for pension purposes, for the benefit of the employees hereunder, that share of the net tax relief from the repeal of the New York City Amusement Tax on theatre ticket admissions that has heretofore been determined. The allocation shall be used to satisfy the obligation of Producer to make the payments specified in paragraph (C) of this Rule, provided, however, that the amounts so allocated are equal to, or in excess of, the payments required under paragraph (C). It is distinctly understood and agreed that in no event shall Producer pay less than the amounts specified in paragraph (C).

(E) It is understood and agreed that the Producer's obligation to pay the allocation shall be deemed also an obligation of the theatre owner or operator and that this obligation is in no way reduced, modified, or limited by the fact that such theatre owner or operator may or may not be a charitable foundation or other organization ordinarily exempt from payment of taxes. It is further understood and agreed that the theatre owner or operator shall make suitable contractual arrangements when leasing the theatre to a Producer of an attraction, to see that the intent and purpose hereof is carried out, i.e., that the full allocation of the net tax relief, ordinarily available by reason of the repeal of the New York City Amusement Tax on theatre ticket admission, shall be paid without any exception resulting from a possible claim of a Producer or theatre owner that it should not make such payments by reason of the fact that it would not have been subject to the tax because of the status of the Producer or theatre owner as a Charitable Foundation or other exceptional entity.

(F) The Producer shall contribute 3% of all monies received weekly, exclusive of minimum out-of-town expense reimbursement and up to a maximum of $7,500, by all employees hereunder to the Equity-League 401(k) Trust Fund on

behalf of each such employee. This contribution for Producers able to utilize tax relief shall be made as follows:

(1) A contribution equal to 1% of all monies received weekly, exclusive of minimum out-of-town expense reimbursement and up to a maximum of $7,500, by all employees hereunder shall be made by the Producer; and

(2) A contribution equal to 2% of all monies received weekly, exclusive of minimum out-of-town expense reimbursement and up to a maximum of $7,500, by all employees hereunder shall be made by allocating an equivalent amount of the net tax relief surplus in excess of the Producer's pension obligations under (C) above to the 401(k) Fund.

The specific terms and conditions of the Plan will be made available to all eligible Actors.

(G) The annual net tax relief surplus in excess of the pension and 401(k) contributions required under this Rule, to a maximum of $3,325,000 per year, shall be allocated to the Equity-League Health Fund, and shall be designated as current income to the Health Fund to defray actual operating expenses and not for reserves.

(H) In addition, annual net tax relief surplus in excess of the amounts in (F)(2) and (G) will be applied to defray the per-participant administrative charge of the Equity-League 401(k) Trust Fund, subject to a maximum of $50,000 per month. Such use shall be monitored by the League and Equity along with the Fund's trustees, and shall be reduced (or eliminated) to the extent the administrative expenses of the Fund are offset by reimbursements from the Fund's vendor.

(I) The Producer agrees to be bound by the Agreement and Declaration of Trust establishing the Equity-League 401(k) Trust Fund, including all its rules and regulations and any and all amendments and modifications thereto that may be adopted by its Trustees during the term of this Agreement.

50. PERFORMANCES

(A) **Number of**.

(1) A maximum of eight performances shall constitute a week's work which may be given during a period of not more than six out of seven consecutive days. A week's compensation shall be paid even if less than eight performances are given in any week, provided that if the first paid public performance is on any night but Monday, payment to the Actors for that part of the week in which the first public performance occurs shall be for such number of performances as, in its sole discretion, Equity shall determine are the customary number of performances for said part of said week. In the week of a production's closing, Actor shall be paid no less than one-sixth of contractual salary for each day employed, excluding the day off, but in no

event less than one-eighth per performance so long as the proper closing notice has been given. (See Rule 45, NOTICES.)

(2) Not more than five performances may commence in any three consecutive calendar day period without the consent of Equity, which consent will not be unreasonably withheld. (See Rule 70(F)(3), TOURS, regarding the number of performances in three days on tour.) However, six performances may commence in any three consecutive calendar days under the following conditions:

(a) A six-in-three day schedule may not occur more than 12 times during each 12-month period beginning with the first six-in-three day schedule, without the consent of Equity, which consent shall not be unreasonably withheld.

(b) At least six weeks' notice must be given to the company, with a copy to Equity, unless the Producer obtains the consent of Equity for a shorter notice period, which consent shall not be unreasonably withheld.

(c) Actors shall receive one day off in addition to the required day off. Either the additional day off or the required day off must occur immediately following the third day of the six-in-three schedule. In the event the six-in-three day schedule occurs over two workweeks, there shall be at least two days off in one of the two affected workweeks, but in all instances, there shall be one day off immediately following the six-in-three day schedule. Should there be more than two consecutive weeks with a six-in-three day schedule, the Actor must receive two consecutive days off immediately following the second and each subsequent six-in-three day schedule, except that there need only be one day off immediately following the six-in-three day schedule when the performance schedule reverts to no more than five performances in any three consecutive days.

(d) The Producer shall use best efforts not to schedule promotional or publicity calls on the days off.

(e) The Producer shall not schedule a rehearsal call on the day before the six-in-three day period begins, except for replacement rehearsals or in emergencies.

(f) There shall be no rehearsal on any of the two-show days in the six-in-three day period.

(3) In the event a regular performance schedule of a show at the Point of Organization includes one performance on Friday, two performances on Saturday, two performances on Sunday, and one performance on Monday, Producer shall not schedule rehearsals other than put-in rehearsals or promotional events other than television appearances and press interviews on the Monday of said schedule. In addition, Producer shall make best efforts not to schedule put-in rehearsals, or television appearances or press

interviews on the Monday of said schedule. If any rehearsal other than a put-in rehearsal takes place on that Monday, each Actor called to the rehearsal (other than replacement Actors(s)), including the Stage Manager(s) and Dance Captain(s), shall be compensated at one and one-half times the overtime rate for the first hour, and at such rate in half-hour increments thereafter.

(4) Not more than two performances may commence in one calendar day without the consent of Equity, which consent will not be unreasonably withheld.

(5) Two weeks' notice (copy to Equity) must be given to the company to change the performance schedule. (See Rule 70(F)(5), TOURS and Rule 51, PERFORMANCES LOST, for National and Tiered Tour notice provisions.)

(B) **Breaks**.

(1) There shall be a recess of one and one half-hours after a period of not more than five consecutive hours of rehearsal and/or performance combined. In addition, there shall be a break of five minutes after not more than 55 minutes or 10 minutes after not more than 80 minutes of rehearsal for each Actor. (See also Rule 58(D)(2), REHEARSALS and Rule 61, REST PERIODS.)

(2) If the break between performances is less than one and one half-hours (excluding the half-hour call), the Producer shall make a meal available to the Actor at the Producer's expense. If the Actor makes a request in advance for a hot or cold meal and if practicable, the Producer shall accommodate the Actor's request. If no meal is provided, Producer shall pay to the Actor $22.50 in lieu thereof. In no event shall said break be less than one hour (excluding the half-hour call). In those cases where Actors are required to report to the theatre earlier than half-hour because of special circumstances such as make-up, costumes and warm-ups, Producer shall provide meal to Actor at Producer's expense.

(C) **Payments to Actor**.

(1) 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.

(2) Except as otherwise provided, a sum equal to two-eighths of the Actor's weekly compensation shall be paid for each performance over eight in each week. However, nine or more performances per week may not be scheduled on a regular basis without Equity's prior written consent, which consent will not be unreasonably withheld.

(a) During a two week period, which shall include Christmas Eve and/or Christmas Day, if a schedule change results in nine performances in one of those weeks and seven performances in the other contiguous

week, no additional compensation will be required for the ninth performance provided that Actors have a day off on either December 24 or December 25.

(b) When a production is playing at its own Point of Organization and a schedule change results in nine performances in one week and seven performances in a contiguous week, no additional compensation will be required for the ninth performance provided there is a full day off between the two weeks.

(c) During the week of Official Opening, performances in excess of eight shall be paid for at the rate of one-eighth of contractual salary.

(d) **Tours**. (See also Rule 70)

(i) A National tour may schedule seven performances in one week and nine performances in a contiguous week of an engagement of two-weeks or longer provided, however, that there is a “Golden Day” between the two weeks and a “Golden Day” immediately following the nine performance week. No additional compensation will be required for the ninth performance. (See Rule 61(C)(1), REST PERIODS AND DAYS OFF for the definition of “Golden Day”.)

(ii) A Tiered tour may schedule seven performances in one week and nine performances in a contiguous week as above or in two different engagements provided that there is a “Golden Day” between the two weeks and a “Golden Day” immediately following the nine-performance week and that there is an additional daylight day of rest during the nine-performance week. These Golden Days, when the engagements are in more than one city, may not be “bought back” under Rule 70(C)(2). No additional compensation will be required for the ninth performance.

(3) If more than two performances, each with a running time of more than 100 minutes, are commenced in any one calendar day, the third performance shall be paid for as an extra performance even though the total number of performances given during the week is eight or less.

(4) Any performance begun prior to 1:00 p.m. or subsequent to 11:00 p.m. shall be counted as an extra performance within the meaning of this section and shall be paid for at the rate of two-eighths of the Actor's weekly salary. (See Rule 70(F)(6) for tours.) However, a performance may be scheduled as early as 11:00 a.m. without additional compensation provided that:

(a) It is not the first performance of the week;

(b) Curtain down of the previous evening’s performance is no later than 11:00 p.m.;

(c) The show call (inclusive of normal make-up, warm-up or other pre-show prep) is the first call of the day (i.e., there can be no rehearsal or publicity calls prior to ½ hour).

(5) On New Year's Day, July Fourth, Labor Day, Thanksgiving and Christmas, an Actor whose contractual salary is less than $5,000 per week shall receive holiday pay in addition to Actor's weekly contractual salary as follows: (a) if one performance is scheduled on that holiday, 1/16th minimum salary for Actor's own category; (b) if two performances are scheduled on that holiday and Actor performs both, 3/32nds of said minimum salary; and (c) if two performances are scheduled on that holiday and Actor performs only one, 1/32nd of said minimum salary. Actors on paid vacation are entitled to these holiday increments. No rehearsals shall be permitted on the recognized holidays, except for emergency, rehearsals as provided in Rule 70(C)(2) TOURS, and during the final two weeks prior to the first paid public performance. All other rehearsals on the recognized holidays prior to the first paid public performance shall require that all Actors shall receive 1/16th of minimum salary for Actor's own category in addition to Actor's weekly salary.

(D) **Curtain Call**. Subject to the Director's artistic discretion, every on-stage performing member of the company shall be entitled to participate in the curtain call at the conclusion of each performance.

(E) **Pre-Point of Organization Tour Provisions**.

(1) For any performance in excess of eight performances in any week, Actor shall be paid two-eighths of Actor's contractual salary. However, in no event may more than eight performances be scheduled on a regular basis without Equity's prior written consent.

(2) No more than five performances shall be given in any three day period unless the Actor is paid one-eighth of Actor's contractual salary for any performance in excess of five in said three days in addition to Actor's weekly contractual salary. If two or more performances are given on the next succeeding day (or days) the Actor shall be paid said additional salary for each such performance.

(See Rule 70, TOURS, for provisions applicable to National and Tiered tours.)

(F) **Food and Beverages**. In New York City, the Producer shall use best efforts to ensure that neither food nor beverages will be brought to the ticket holder's seat. In all other locations, the Producer shall advise the Presenter of Equity's concern in this regard.

(G) **Lateness**. If Actor is late for "half-hour" more than twice within any six-month period, Actor will be fined the following amounts for each lateness commencing with Actor's third lateness:

(a) $75 for Actors earning $2,500 per week or less;

(b) $150 for Actors earning more than $2,500.

All fines will be remitted by the Producer to the Actors' Equity Foundation and will be deducted from Actor's salary on a pre-tax basis. An official and accurate clock will be designated. Written notice of lateness will be given to both Actor and

Equity. This rule shall apply uniformly. If it is determined in grievance or arbitration that the rule has not been applied uniformly, Producer must remit all fines assessed within the six months prior to the fine that is challenged.

It is understood that this will not affect Producer's right to send Actor home and reduce salary accordingly. However, if Producer does send Actor home, Producer cannot also fine Actor. The foregoing does not waive or alter the Producer's right to terminate Actor for just cause in the event of chronic lateness, including any lateness for half-hour or rehearsal.

(H) Where practicable, Producer shall endeavor to provide advance notice to Actors of their required attendance at a rehearsal to be conducted during a performance. (See also Rule 58(D)(1)(i), REHEARSALS)

51. PERFORMANCES LOST

(A) If the company cannot perform because of fire, accident, strike, riot, Act of God, or the public enemy, which could not be reasonably anticipated or prevented, then the Actor shall not be entitled to any salary for the time during which Actor's services shall not for such reason or reasons be rendered, except:

(1) If the company is away from the Point of Organization, the Actor shall receive one-eighth of minimum salary plus one-seventh of minimum out-of-town expenses for the first day lost and one-seventh of minimum out-of-town expenses for each day on which performances are not given thereafter.

(a) The company may add a replacement performance in the same week as the canceled performance without any additional compensation provided the Actors receive no less than 24 hours' notice. If a performance is so scheduled, the Actors' salary and Per Diem will not be reduced for the canceled performance;

(b) The company may add a replacement performance in a subsequent week of the same engagement with no less than 72 hours' notice. If a performance is so scheduled, each Actor will be due an additional one-eighth of Actor's contractual salary for that replacement performance and Actor's salary and Per Diem may be reduced for the canceled performance.

(c) If a replacement performance is scheduled after the scheduled final performance of the tour, the Producer will reimburse the Actor for any additional travel expenses caused by such scheduling

(B) Should any of the foregoing conditions continue for a period of 10 days or more, either party may terminate the contract (except on a Term Contract, only the Actor may terminate) and the Producer will pay for all services to date and transportation back to the Point of Organization or the Place of Engagement. (See Rule 72 TRANSPORTATION AND BAGGAGE)

(C) If the production closes after 10 days, the six week reopening provision shall not apply provided that all members of the cast at the time the production closed are offered re-employment in the production at not less than the terms prevailing on the date of closing.

(D) Lost performance due to illness or death of star. (See Rule 38(C), LAY-OFF.)

52. PHOTOGRAPHS, PUBLICITY AND PROMOTION

(A) Company picture calls, except those held during the authorized rehearsal hours of pre-Point of Organization tryout or dress rehearsals for replacement, shall be limited to four picture calls during the tryout. Thereafter, picture calls occurring outside of regular rehearsal hours (or outside of performance) must be compensated as overtime hours. (See Rule 70 for National and Tiered tours.)

(B) Picture calls may be scheduled after a performance on 24 hours' notice. Such calls may be regarded as rehearsal under terms of Rule 58, REHEARSALS. A picture call, once given, may be canceled on 24 hours' notice. Should such picture call be canceled with less than 24 hours' notice, available rehearsal time shall be reduced by two hours. This clause shall not be in effect during the tryout period.

(C) Subject to the limitations of paragraph (A) above, the Producer may require the Actor to pose not only for customary and usual photographs, but also for photographs to appear in magazines or newspapers for the sole purpose of publicizing and advertising the play, provided said photographing takes place immediately following the matinee or evening performance, during the authorized rehearsal hours of a pre-Point of Organization tryout, or dress rehearsals required for replacements. Notice of a picture call must be given at least 24 hours in advance and must be posted before the final half-hour of a performance. If the Producer desires to take pictures at the time auditions are held, such pictures may be taken with the written consent of the Actor, prior to or subsequent to the auditions, but in no event during auditions.

(1) The time during which said photographs may be taken shall not exceed three hours in the case of a dramatic play or four hours in the case of a musical, revue, or spectacular production. The Actor shall have not less than one hour for supper after matinee or the Producer shall, at Producer's own expense, provide the Actor with a meal. If the call takes place after the evening performance, the photo call shall commence within 30 minutes of curtain down and a meal shall be made available to the Actor at the Producer's expense. If the Actor makes a request in advance for a hot or cold meal and if practicable, the Producer shall accommodate Actor's request.

(2) If the photographs are taken at a time other than hereinabove specified, or if the limit of hours herein specified is exceeded, or if the limitation of Paragraph (A) above is exceeded, Actor shall be paid not less than the

rehearsal overtime rate (see Rule 58(D)(3)) for each hour or part thereof employed on such photographing.

(D) In the event the Producer requests a picture call for the purpose of replacing a photograph required to be removed under the provisions of Rule 7(E) or for other reasons resulting from the replacement of an Actor and such picture call involves three or fewer performers, the time and place of such picture call shall be mutually arranged between the Producer and the Actors and such a call shall not be considered a Company picture call under the above Rule.

(E) In all cases the Actor's name shall be properly credited in the publicity whenever and wherever the photographs are used.

(F) The Producer must obtain the Actor's prior written authorization before the Actor's picture may be used in conjunction with a commercial product and said authorization must specify the commercial product involved.

(1) If the Actor consents to the use of Actor's name, voice, or photographic likeness, as aforesaid, Actor shall be paid not less than $300 for said use. Actors called to a picture call for the purpose described above, whether said call is at the theatre or elsewhere, shall be paid not less than $200 per hour for said call, but shall be paid no additional sums for the use of pictures taken during said call. (See Rule 39(D)(1)(c) where still photos are utilized to make a commercial.)

(2) This requirement shall not apply to the so-called institutional ads similar in type to the department store ads on file at the offices of Equity and the League.

(G) No Actor may be required to pose for nude photographs without Actor's written consent. No nude photographs of an Actor may be used in any way without the written consent of the Actor. (See Rule 46, NUDITY.)

(H) It is understood and agreed that it is part of the Actor’s job to participate in reasonable promotional and/or publicity appearances, as requested by Producer.

(I) **Rehearsal for Promotional Events**. When Actors are required to rehearse a significant amount of new material for publicity or promotional events (e.g. the Mayor’s Inner Circle Benefit) all Actors participating in such rehearsals shall receive not less than the rehearsal overtime rate for each hour or part thereof. If the event is being paid under the terms of another Union’s contract (e.g., AFTRA), this rule shall not apply.

(J) The Producer shall reimburse the Actor for all reasonable personal expenses incurred in connection with personal and publicity appearances initiated or required by the Producer.

(K) **Non-Broadcast Publicity/Promotional Appearances by Actors in the Production**.

(1) **In Costume**. When Actors participate in live publicity appearances in costume, the Actors shall be paid not less than one-eighth of the weekly minimum salary;

(2) **No Costume**. When Actors participate in live publicity appearances without costumes, no payments shall be required. T-shirts, caps and show jackets shall not be considered a costume for purposes of this provision. However, any clothing purchased by the Producer to be worn by Actor(s) in promotional events, other than T-shirts, caps or show jackets, shall be considered a costume for purposes of this provision. Producer may reasonably request that an Actor appear in Actor's own clothing, excluding "black tie," without incurring a payment under this provision;

(3) If the Stage Manager is requested to attend the live event the Stage Manager will be paid not less than the actors;

(4) See also Rule 39(A)(3)(g), Payment for Live Television Promotional Appearances.

(L) **Cross Promotions**. When Actors employed in a production are asked to do publicity for another production of the same show, they shall be covered by the terms and conditions identified below. It is understood that this paragraph (L) will be applicable only for events that take place outside the Point of Organization and where the event is intended for local press only.

(1) Actor will be paid not less than one-eighth of the Production Contract minimum for each seven out of eight and one-half hour day that the Actor is so engaged. Overtime shall be at the standard overtime rate;

(2) All monies paid to Actor (exclusive of minimum Per Diem) are subject to dues payments and contributions as required by Rule 49, PENSION FUND AND 401(k) PLAN. No additional Health contribution is required;

(3) When Actor engages in such publicity outside the production's Point of Organization, the Actor shall be provided with single occupancy hotel room at no cost to the Actor plus $40 for food and incidental expenses. Producer shall pay for and arrange all travel. If the publicity engagement is outside the U.S., in addition to hotel and travel at no cost to the Actor, the Actor shall be reimbursed up to $60 for food and incidental expenses;

(4) The terms of this provision will be applicable as of the first paid public performance of the production.

(M) **Publicity Appearances By Actors Not Employed in Any Production of the Show**. An Actor not employed in any production of the show may perform in a publicity appearance promoting said production in accordance with the terms of (L) above; however, this provision is also applicable at the Point of Organization. In addition, after three days engaged in such publicity, a Health

contribution will be made on the Actor's behalf as of the fourth day employed. Thereafter, a Health contribution will be required after every six days worked. Said Health contributions will be due whether or not the days worked are consecutive. The Producer will contribute to the Equity-League Pension Fund 8% of all monies (exclusive of minimum Per diem) paid to the Actor.

(N) **Use of Photographs**. See also Rule 7(E).

53. PRESS RELEASES

The Producer shall use reasonable care that Producer's press department shall remove the name of the Actor from advertising and publicity matter as soon as is possible after the Actor leaves the company. The Actor is at liberty to announce an engagement when or after entered into. However, if the Actor is engaged under a Standard Minimum Contract, neither the Producer nor the Actor shall make any public announcement of the engagement until rehearsals have begun. (See also Rule 7, BILLING.)

54. PREVIEWS

(A) Where paid previews are given immediately preceding the opening performance; that is, where there are no intervening days, rehearsals, or unpaid previews, the Producer, if the company shall close within two weeks of said opening, may claim the pro-rata salaries paid to the Actors for said previews as a credit and off-set against the minimum guarantee provided for in the Contract of Employment.

(B) Any sums paid to the Actor for rehearsals, whether at full salary or as Rehearsal Salary, or any sums paid to the Actor for unpaid previews or for paid previews not immediately preceding the opening performance, shall not be a credit against the minimum guarantee specified in the Contract.

(C) When a Company does not go out-of-town on a pre-Point of Organization tour and gives paid previews at Point of Organization prior to the Official Opening, rehearsal provisions set forth in Rule 58(D)(1)(c) shall apply. However, once the production has used all of the rehearsal hours during the weeks set forth in Rule 58(D)(1)(c), Actors shall be paid the applicable overtime premium for rehearsals on the day after the day off, as set forth in Rule 61(B)(2)(c).

55. PRODUCTION PROSECUTED

(A) Should the 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 be made against the Actor on account of Actor being engaged in such production, either civil or criminal, the Producer shall defend the Actor at Producer's own expense, or shall pay any and all reasonable charges laid out or incurred by the Actor in

Actor's defense and indemnify the Actor against any loss or damage which 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 of 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 Producer or the author be arrested or summoned on such charges, that (Equity consenting) the Actor may end and terminate the engagement forthwith. Upon such termination the Producer shall pay to the Actor forthwith all sums due under this Agreement plus one week's salary, as compensation for the termination of the engagement without notice, but in no event shall the Actor receive less than a total of two weeks' contractual salary.

(C) This rule shall not apply to any case or any set of conditions where its enforcement would be illegal or against public policy. In the case of an arrest on account of the nature of the play or its production, the Producer shall forthwith furnish bail for the Actor; and, in the event of Producer's failure to do so, or for any breach of this rule, the Producer shall pay to the Actor (Equity consenting) the sum of $2,000. 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.

56. PROPERTY; REIMBURSEMENT TO ACTOR FOR LOSS OR DAMAGE

(A) The Producer shall reimburse the Actor for all loss of or damage to: (1) Actor's property used and/or to be used in connection with the play or plays covered by Actor's agreement; (2) the personal clothing worn by the Actor to the theatre and the personal clothing, personal effects, or property worn or carried by the Chorus to Chorus auditions; (3) the personal effects of the Actor, including Actor's baggage, while such property is wholly or partly in the possession, control, or under the supervision of the Producer, or under that of any of Producer's representatives, or when said property is in any theatre, building, or other place in which the play or plays covered by Actor's agreement has been given, is being given, or is to be given; or when said property or personal effects has been in any way shipped, forwarded, or stored by the Producer or any of Producer's representatives, agents, servants, or employees, up to a limit of $10,000 for the Actor's personal effects and/or clothing; up to a limit of $3,000 on the Actor's furs; up to a total limit of $3,000 for the Actor's jewelry. Notwithstanding the aforesaid, however, the Producer shall be liable up to a limit of $3,000 for the Actor's personal effects and/or clothing at auditions and during rehearsals prior to the pre-Point of Organization tryout or road tour.

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

(C) Except as above provided, the Producer shall not be responsible for any loss of or damage to the personal property of the Actor over and above the limitations herein set forth and where, as to such property, it is the duty of the Actor, if Actor desires to protect himself against loss, to insure the same. The Producer may meet the foregoing obligation by maintaining adequate and sufficient insurance coverage which shall provide the same protection as the Producer hereby assumes. Upon the direct payment of any loss or damage 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.

57. RECORDINGS

The Actor shall not be permitted to work in any company where recordings or mechanical or electronic reproductions of voice (e.g., "sweetening") are used to supply dialogue, singing, chanting, or business where living Actors might be employed, unless the Producer shall have first obtained the written consent and permission of Equity, which will not be unreasonably withheld. Should Equity deny the use of such recordings and if Producer believes that such denial is unreasonable, the Producer may file for Expeditious Arbitration in accordance with Rule 4(C). Provided that Equity gives its consent, the Actor will be compensated for participating in such recordings as follows:

(A) **Ensemble Recordings**. An Actor engaged to record material which is ensemble in nature (i.e., unrecognizable) for use in the production may do so provided that Actor is originally contracted for the duty or contracted by rider to participate in such recording and further provided that the Actor is compensated upon leaving the production at no less than one week's minimum salary if the recording is used in the production after Actor's termination provided, however, that an Actor who is unjustly terminated, per Rule 69(D), receives not less than either two weeks' contractual salary as a one-time payment or one week's contractual salary for each 26 weeks' use of the recording, at the Producer's option.

(B) **Individual or Duet Recordings**. An Actor engaged to record material which is individual in nature (i.e., recognizable) for use in the production may do so provided that Actor is originally contracted for the duty or contracted by rider to participate in such recording and further provided that Actor is compensated upon leaving the production at no less than two weeks' contractual salary for each 26 weeks' use of the recording. An Actor engaged solely for a recording who is not engaged to otherwise perform in the production will be signed to a contract and

compensated at no less than two weeks' minimum salary for each 26 weeks' use of the recording.

(C) Compensation stipulated herein is for use of said recording(s) in the original production only. Actor will be compensated for use of any such recording(s) in any other production at not less than the minimum terms and conditions stated in the appropriate contract.

58. REHEARSALS

(A) **Beginning of**. Rehearsals begin with the date when the Actor is first called. If the Producer chooses to start with a reading to or by the Company or a part thereof, said reading is a part of and shall begin the rehearsal period. If the Producer wishes to employ an Actor for such a reading and the Actor's contracted rehearsal period has not yet commenced, the Producer may offer the Actor the opportunity to participate in the reading provided the Actor is paid not less than two-sixths of minimum rehearsal salary and the Actor's participation is strictly voluntary. It is expressly understood that the Actor's participation in the reading may not be a condition of employment. (For requirement of Stage Managers at rehearsals see Rule 68, STAGE MANAGERS.)

(B) **Rehearsals Continuous**. It is agreed that rehearsals shall be continuous from the date of the first rehearsal to the date of the first public performance of the play as stated on the face of the Contract of Employment.

(C) **Rehearsal Salary, Payment of**.

(1) **Number of Weeks**.

(a) Beginning with the first day of rehearsal the Producer agrees to pay the Actor rehearsal salary as set forth in Rule 63, for a period of up to eight weeks for Principal Actors and Chorus in dramatic productions; up to nine weeks for Principal Actors in musical productions and revues; and up to 10 weeks for Chorus in musical productions and revues. For partial weeks, one-sixth of weekly rehearsal salary shall be paid for each day of rehearsal or part thereof except that the last seven days of any rehearsal period (See Rule 61(B)(1)(a)) shall be at the rate of one-seventh for each day or part thereof.

(b) The Actor, if engaged for a production which is already on tour outside of the Point of Organization, may give no more than four weeks' rehearsal at rehearsal salary except that Swings may give no more than three weeks' rehearsal at rehearsal salary and Understudies no more than two weeks' rehearsal at rehearsal salary. Such rehearsal period shall be deemed to begin on the date the Actor commences rehearsals or on the date of the Actor's arrival out-of-town to be available for rehearsals, whichever is earlier. During any such rehearsal period when the Actor is required to be out of town, the Actor shall be paid out-of-town expenses according to Rule 63 in addition to the Rehearsal Salary provided herein.

(c) In the event that an Actor who has previously performed or understudied a role is on leave from a production for any reason for a period of four (4) consecutive weeks or more, and upon return the appropriate members of the production's creative team (e.g., Director, Choreographer, Dance Captain, and/or Stage Manager) after either a review rehearsal or the Actors' first performance, determine that such Actor requires rehearsals in order adequately to perform Actor's role, then the production shall be permitted to place Actor in rehearsal for up to one week, payable at rehearsal salary, inclusive of the review rehearsal.

(2) Rehearsal salaries are to be paid before noon on the day before the last banking day of the week, but no later than Thursday. (See Rule 63(J) for option to shift payroll week.)

(3) During any week in which there are rehearsals and performances and in which performance salary is paid pro-rata, the Actor shall be paid no less than one week's minimum salary.

(4) Compensation subsequent to permitted rehearsal periods shall be at not less than full contractual salary.

(D) **Rehearsal Hours, Breaks and Overtime**. (See also Rule 50(A)(3), PERFORMANCES, and Rule 61, REST PERIODS AND DAYS OFF.)

(1) **Rehearsal Hours**.

(a) **Prior to First Paid Public Performance**. Except for the final seven days of rehearsal prior to the first paid public performance, rehearsal hours shall not exceed seven out of eight and one-half consecutive hours per day (including breaks required by Rule 58(D)(2)(a) below). However, Producer may elect, at Producer's sole option, to rehearse eight out of nine and one-half consecutive hours per day in lieu of the seven out of eight and one-half hour schedule provided the Actors receive two days off in each week. These days off need not be consecutive. If the Producer elects a five-day schedule, pro-rated calculations shall be made in fifths for partial weeks. The Producer will be entitled to switch schedules only twice during the permitted rehearsal period. The Actors must receive at least one week's notice for any such change in schedule.

(b) **Final seven days of rehearsal prior to First Paid Public Performance**. During the final seven days of rehearsal prior to the day of the first paid public performance, rehearsals shall not exceed 10 out of 12 consecutive hours per day (including breaks required by Rule 58(D)(2)(a) below). On the day of the first paid public performance, rehearsals and performance may exceed 10 hours and may encompass more than 12 consecutive hours so long as applicable rest period and breaks requirements are met. If a pre-Point of Organization tryout does not use all seven days of the "10 out of 12" hour rehearsal days provided for in this paragraph, it may, when it returns to the Point of Organization, use

the remainder of those seven days prior to the first paid public performance at Point of Organization. On a day of travel, rehearsal and travel time combined shall not exceed 10 hours excluding rest periods.

(c) **Rehearsal and Performance Hours During Tryout Away from Point of Organization and Previews at Point of Organization**. For any 10 out of the first 12 weeks after the first paid public performance during tryout away from Point of Organization and/or Previews at Point of Organization but before the Official Opening at the Point of Organization, rehearsal, travel and performance shall not exceed 10 out of 12 consecutive hours in any one day, except as follows:

(i) Once per week during any five of the 10 "10 out of 12 hour" weeks, each Actor may be called for 10 out of 13 consecutive hours. This may not be done on a two performance day.

(ii) If the Actor is called as provided in (i) above, there shall be a rest period of not less than 11 hours between the end of the Actor's employment on the preceding day and the Actor's call on the "10 out of 13 hour" day.

(iii) It is understood that the "10 out of 13 hour" day, if used, need not be on the same day for all Actors, but that each Actor may be called for no more than five such days.

In the event of lay-off(s) under Rule 38(A)(2), LAY-OFF, the 12 week period may be extended by the number of the weeks of the lay-off(s), up to a maximum of three weeks.

During the remaining two weeks of such 12 week period, rehearsal, travel and performance may not exceed seven hours out of eight and one-half consecutive hours in any one day (including breaks required by Rule 58(D)(2)(a) below).

(d) Following the first 12 weeks after the first paid public performance, rehearsal hours shall be governed by Rule 58(D)(1)(e) below, with the following exception:

If Producer uses "10 out of 12 hour" days (as described in (c) above) during no more than nine out of the first 12 weeks (or up to 15 weeks in case of lay-off(s)) after the first paid public performance, up to a maximum of six such days may be used within any single week before the Official Opening at Point of Organization, provided that in special circumstances the Producer may use them within a two week period with the consent of Equity, which consent will not be unreasonably withheld.

If Producer uses “10 out of 12 hour” days during no more than eight out of the first 12 weeks (or up to 15 weeks in case of lay-off(s)) after the first paid public performance, an additional six such days may be used within any seven-day period at the Point of Organization before the first paid public performance at the Point of Organization.

(e) **After Official Opening at Point of Organization or First Paid Public Performance on Tour**.

(i) Rehearsals after Official Opening at Point of Organization or first paid public performance on Tour shall be limited to eight hours weekly, except that Actors signed to understudy may be called to rehearse their own understudy assignments for an additional four hours per week. Rehearsals shall be limited to two hours on two-performance days; however, absent special circumstances, there shall be no rehearsal between the matinee and evening performances except for understudy rehearsal and/or emergency cast replacements.

(ii) Notwithstanding the above, during the first engagement of a tour, Actors may be required to rehearse and/or perform seven hours out of an eight and one-half hour day for a maximum of two weeks beginning with the first paid public performance and ending at the Official Opening.

(f) Overtime shall be paid for all rehearsal hours in excess of those permitted for Actors, Stage Managers, and Dance Captains, however, the time such individuals rehearse during performances shall not be charged against regular rehearsal hours. Further, paid rehearsal calls on a day after the day off, as well as any other paid rehearsal hours, shall not be charged against regular rehearsal hours. These terms shall apply for all productions covered by these Rules, including all tours.

(g) **Rehearsals after Performance**. Rehearsals shall not be scheduled after an evening performance. However, notes may be given for a period not to exceed one hour after curtain, such time to be chargeable as rehearsal hours.

(h) Rehearsal hours for each Actor shall be computed from the time of rehearsal call for that Actor.

(i) Absent special circumstances, rehearsals may be called only upon 24 hours' written notice. For notice for rehearsals during performances, see Rule 50(H), PERFORMANCES.

(j) For rehearsal on holidays, see Rule 50(C)(5).

(2) **Breaks**.

(a) Except as specified in (b) below, there shall be a recess of one and one-half hours after a period of not more than five consecutive hours of rehearsal and/or performance combined. In addition, there shall be a break of five minutes after each 55 minutes of rehearsal or 10 minutes after each 80 minutes of rehearsal for each Actor. All Actors rehearsing aerial stunts shall be on the ground and unclipped prior to the commencement of their breaks. These break requirements are also applicable during technical rehearsals except for the last three days prior to the first preview. However, during that period, Producer shall use best

efforts to comply with these requirements. (See also Rule 61, REST PERIODS.)

(b) Where rehearsal is consecutive with the half-hour call, the time from the call for rehearsal and the end of the performance shall not exceed five consecutive hours. However, if the rehearsal is on stage, the duration of the call may be extended to not more than five and one-half consecutive hours. All other breaks specified in (a) above shall be observed.

(3) **Overtime**. Should the Actor rehearse more than the hours stipulated in this Rule, the Producer shall pay the following overtime rates for each hour or any part thereof for each instance of such overtime rehearsal:

Effective Date:	
September 26, 2011	$44/hour

Payment for such overtime shall be made no later than the week following the week in which such overtime occurred.

(E) **Attendance at Rehearsal**. After the Official Opening at the Point of Organization, or during road engagements of one month or more, the Actor, if Actor has a firm commitment of other employment on a given day under contract within the jurisdiction of the 4 A's, shall not be required to attend a rehearsal on that day, provided that when on the road, employment must be within the same city as the engagement. Upon request, Actor shall identify said contract employer in the 4 A's jurisdiction.

(F) **Absence Due to Illness**. When the Actor shall have been absent from rehearsal for seven days by reason of illness, the Producer may terminate Actor's contract at the end of said seven days. Equity may, in its discretion, upon appeal by the Producer, reduce this period.

(G) **Rehearsals Lost**. If a Producer is prevented from giving rehearsals because of fire, accident, riot, strike, illness of more than seven consecutive days, or death of star or prominent member of the cast, Act of God or act of public enemy which could not reasonably be anticipated or prevented, then the time so lost shall not be counted as part of the rehearsal period herein provided. During such a lay-off, the Actor shall be paid a per diem of one-seventh of the amount deemed to be out-of-town living expenses set forth in Rule 63, SALARIES, for a maximum period of two weeks. Should the lay-off continue, the Producer shall pay one-half contractual salary for two further weeks at the end of which time the Actor may terminate Actor's contract, without payment or penalty, unless the Producer continues the services of the Actor by paying full salary therefor.

(H) **Rehearsals Discontinued or Play Abandoned**. If a play for which the Actor is engaged is discontinued or postponed, or if a production is abandoned before or during rehearsals, the Producer shall pay the Actor not less than two weeks' contractual salary plus all rehearsal salary due.

(I) **Rehearsals Outside Organization Point**. If company rehearsals are held before opening at a place different from that of Point of Organization, the Producer shall pay the Actor a per diem payment of one-seventh of the amount deemed to be out-of-town living expenses as set forth in Rule 63 in addition to any Rehearsal Salary to which the Actor is entitled. If company rehearsals for New York Point of Organization productions before the first paid public performance are held in Newark, New Jersey; Purchase, New York; or Stamford, Connecticut; payment of Per Diem will not be required, provided that:

(1) Actors will be provided with bus or van transportation from Shubert Alley to the rehearsal. Reasonable additional pick-up points along the most direct route to the rehearsal will be added for the Actors' convenience;

(2) Travel time will be part of allowed rehearsal hours. Rehearsal time shall commence and will be computed from the time the bus or van is scheduled to depart from Shubert Alley and will end when the bus or van returns to Shubert Alley;

(3) When rehearsals are in Purchase, New York, the Producer must provide a meal. If the Actor makes a request in advance for a hot meal or a cold meal and if practicable, the Producer shall accommodate Actor's request.

(J) **Special Additional Provisions**.

(1) The Producer shall provide piano rehearsal for Understudies and replacements (both Principals and Chorus). Replacements shall be afforded at least eight hours of rehearsal with piano. If not conducted on stage, rehearsals shall be conducted in an area or room suitable for rehearsals.

(2) Whenever a troupe or unit rehearsed by a troupe master, subcontractor, or by anyone other than the Producer or any of Producer's employees is used in a production, chorus members of such unit shall be deemed to have rehearsed at least as long as the time elapsing from the first general rehearsal call for the balance of the Chorus to the opening of the production and shall be paid Rehearsal or Contractual Salary accordingly by the Producer.

(3) Understudies must be called to rehearse in each part assigned at least once every four weeks after the first paid public performance for dramatic productions and at least once every six weeks after the first paid public performance for musical productions.

(K) Adequate technical rehearsal, as shall be deemed necessary, will be provided for all Understudies, Swings and replacements before they are required to perform in front of an audience. Such technical rehearsal shall include, but not be limited to, rehearsal on the set with such props, lighting effects, mechanical or pyrotechnical devices, weapons, costumes and other cast members as shall be deemed necessary to insure the safety of replacements, Understudies, Swings and the other performing members of the cast.

(L) See Rule 70, TOURS, for the substitution of performance with rehearsal on tour.

(M) **Absences and Latenesses**.

(1) In the event the Actor is absent from or late for rehearsals without good and sufficient cause on more than two occasions within 12 months, the Actor's salary will be reduced by the applicable portion of the Actor's salary for the time missed. The dollar amount of the reduction shall be based on the Actor's rehearsal or contractual salary (up to triple the applicable Production Contract minimum) and the total number of working hours contracted for the Actor in the week. The reduction will be assessed in no less than quarter hour increments.

(2) Where lateness is at issue, the Producer may determine, based on the rehearsal requirements of the day, whether the Actor shall be permitted to commence rehearsing immediately, at the next quarter hour, or at the start of the next hour. If an Actor is more than one hour late to the Actor's rehearsal call, the Producer may determine whether the Actor shall be dismissed for the entire call. In that event, the Actor's salary will be reduced by the applicable portion of the Actor's salary for the Actor's entire rehearsal call.

(3) In the event a Producer determines that an Actor's salary should be reduced, the Actor must receive written notification, with a copy to Equity, within two business days of the lateness or absence. The Actor may appeal the determination in writing to the Producer, with a copy to Equity, within two business days of receipt of Producer's notice. If the matter cannot be satisfactorily resolved informally among the Actor, the Producer, the League and Equity, the matter will be resolved in accordance with the procedures set forth in Rule 4, ARBITRATION AND GRIEVANCE.

(4) If the Actor's salary is reduced twice within 12 months under this provision, the Actor may be subject to termination for any subsequent unauthorized absence or lateness.

(5) It is understood that for purposes of calculating the contractual work week in paragraph (1) above, performances, including half-hour, will be deemed to be three hours. Notwithstanding the above, however, missed performances shall still be calculated in eighths. In no event may the Actor's salary be reduced by more than one week's contractual salary in any one week.

(6) A daily record of latenesses and absences, excused or unexcused, shall be part of the Stage Manager's records. An Actor's daily record will be available to the Actor and Equity upon request.

(7) A half-hour Equity meeting between the cast and an Equity representative will be scheduled during the rehearsal period to discuss this rule. The entire cast will be required to attend and the meeting will be considered a part of the permitted rehearsal hours for the week.

(8) IT IS THE INTENT OF THIS RULE THAT IT SHALL BE APPLIED UNIFORMLY.

(N) The Company Manager shall be accessible at pre-tour rehearsals. (See Rule 72(E) for additional provisions relating to Company Managers.)

59. REOPENING OF A PLAY

A play, once closed, shall not be reopened for rehearsal or performance within six weeks of its closing under any Equity contract without the consent of Equity except as provided in Rule 51, PERFORMANCES LOST. Such consent, upon equitable terms and conditions, shall not be unreasonably withheld.

60. REPLACEMENT OF ACTOR

(A) Unless Equity shall otherwise order, an Actor may not be required to alternate with an Understudy or successor and if replaced by either, Actor may not thereafter be required (unless Equity otherwise orders) to act again in the role or to report at the theatre for that purpose. Payments, however, shall continue to be made to Actor according to the terms of Actor's individual employment contract except that the Producer shall receive credit for all monies earned by the Actor under another Equity contract during the balance of the term of Actor's original contract.

(1) If the Actor is late for "half-hour" or appears at the theatre unable to perform due to intoxication or similar cause, the Producer, subject to the provisions of Rule 4, ARBITRATION AND GRIEVANCE, may determine that the Actor should not perform. If the Actor is temporarily replaced for a single performance for reasons set forth herein, the above provisions shall not apply and the Actor may be required to perform thereafter, provided the Producer notifies Equity in writing of such action and the reasons therefor within 24 hours. Should such temporary replacement be determined to be without just cause by the Grievance Committee, by an arbitrator or by other mutually agreeable means, the Actor shall be paid full salary for any performance not played as a result of the Producer's action and Actor shall continue to perform under Actor's original contract.

(2) Should the Producer dismiss an Actor for inability to perform due to intoxication or similar cause and so notify the Actor and Equity in writing of such action and the reasons therefor within 24 hours, the provisions of Paragraph (A) above shall not apply. In such event, Equity may institute Expeditious Grievance and Expeditious Arbitration procedures in accordance with Rule 4(A)(1), (C), (E) and (F). If it should be determined by the Grievance Committee, by the Arbitrator, or by other mutually agreeable means that the dismissal was without just cause, the Actor shall be paid full salary for any performances not played as a result of the Producer's action and shall be required to immediately resume Actor's performances when notified to do so by the Producer. Payment for the missed performances must be made prior to the Actor resuming performances under Actor's contract. Pending the determination, the Actor need not report to the theatre.

(B) Should the Term Contract of an Actor initially engaged for the production terminate, according to its terms, within five months of the opening date specified in said contract, the Producer may not reengage the Actor for the same part at a lesser salary than the highest salary in the original contract for Point of Organization and on tour respectively (not counting the salary for the pre-Point of Organization engagement), without the written consent of Equity through its "Cuts Board" under the same rules and procedures covering "Cuts."

(C) **Role or Part Cut Out**. If the role of an Actor signed to a Term Contract is cut out either: (1) before the first paid public performance at Point of Organization for a production which has an out-of-town tryout or, (2) for a production that does not have an out-of-town tryout, two weeks after the first paid public performance at the Point of Organization or the Official Opening, whichever is first, the Producer may terminate said contract by the payment of a sum equal to two weeks' contractual salary to the Actor, in addition to all sums due for services rendered, plus eight additional weeks' salary to the extent that the play runs more than two weeks after the Actor's part is cut out or terminated as herein provided. In no event shall the Actor receive less than the guarantee period specified in the Actor's contract of employment.

If such Actor is specifically contracted to play two or more parts and a part is withdrawn or cut out, Actor, immediately upon giving notice, may terminate Actor's contract without penalty.

61. REST PERIODS AND DAYS OFF

(A) **Rest Periods**. Except on the final day before the first paid public performance or in accordance with Rule 58(D)(1)(c), there shall be a rest period of not less than 12 hours (10 hours on days before matinee days for Principal Actors) between the end of employment on one day and the beginning of employment or call for transportation on the next day. The rest period preceding the call on the day of the first paid public performance shall be not less than nine hours. (See Rule 72 for turn-around rest periods when traveling. See Rule 68(K) for Stage Manager rest periods.)

(1) In the event there should be a major cast replacement (i.e., a star, major featured principal, or any three or more Chorus) or a move from one theatre to another in the City of the Point of Organization, the Producer may call the cast for rehearsal from 3:00 p.m. to 6:00 p.m. (but if there is a 7:00 p.m. curtain, from 2:00 p.m. to 5:00 p.m.) In these two instances only, the recess (break) may be for one hour instead of one and one-half hours as set forth in Rule 58(D)(2).

(a) The replacement rehearsal or the rehearsal for the move from one theatre to another in the City of the Point of Organization must take place on the actual day of the first replacement performance or the first performance in the theatre to which the production has been moved, except as provided in 61(B)(2)(c) below.

(b) Notice of scheduling of a replacement rehearsal, or rehearsal for theatre move, must first be given to Equity.

(2) There shall be a three hour rest period in any city after Actor arrives at hotel or other accommodation, except when transportation is directly to the Actor's hotel and does not exceed three hours from point of departure, in which case two hours shall comprise the aforesaid.

(B) **Days off**.

(1) **Days off during rehearsal**.

(a) The Actor shall be entitled to one day off in each calendar week of the rehearsal period at rehearsal salary, with the exception of the last seven days prior to the first public performance when no day off is required. (Note: See Rule 58(D)(1) which requires two days off each week if Producer elects to rehearse eight out of nine and one-half hours per day each week.)

(b) Rehearsals may only commence with a day off if the day off does not change more than once during the entire rehearsal period. In the first week of rehearsal, no day off will be required if rehearsals begin on or after Thursday. If rehearsals begin prior to Thursday, a day off in that week will be required.

(c) If the first day of "10 out of 12's" (per Rule 58(D)(1)(b)) is before Thursday, then no day off will be required in that week ending Sunday. If "10 out of 12's" begin on Thursday or after, then a day off will be required in that week.

(d) In the week of first paid public performance, no day off will be required if the first paid public performance is on or after Tuesday.

(e) Notwithstanding the above, seven days of "10 out of 12's" may not be followed by 16 consecutive performances without a day off.

(2) **Days off during performance**.

(a) After the first paid public performance, the Actors and Stage Managers shall receive one day off during each week free from all rehearsals and performances, except as may be otherwise provided in Rule 58, REHEARSALS generally and Rule 70, as it pertains to National and Tiered tours.

(b) During a pre-Point of Organization tryout, the Company shall receive at least one calendar day off each seven days which shall be free of rehearsal, performance and travel except that:

(i) In cities where the engagement is four weeks or more, the Producer may change the performance schedule once during that engagement, thereby rendering the days off further apart than every seven days, provided that the Actor still retains one full day off in each week and

further provided that in the weeks when the schedule changes from a Tuesday - Sunday schedule to a Monday - Saturday schedule, there will be no rehearsal on one of two days, either the Sunday or the Monday, at the Producer's option, thereby allowing for only performance time on one of those two days. If Sunday is a two-performance day, there will be no rehearsal on Monday.

(ii) The Actors may be required to travel on the day off when traveling back to the Point of Organization.

(iii) Such change in schedule may not result in a breach of Paragraph (B)(1)(e) above.

(c) After the Official Opening at Point of Organization, the Company may not be called before the half-hour call of the first performance following the required day off except:

(i) As provided for in Rule 61(A)(1) above.

(ii) When the first performance following the required day off is a matinee, then for the purposes of a move from one theatre to another at the Point of Organization or a major cast replacement as defined in Rule 61(A)(1), the company may be called between 7:00 p.m. and 10:00 p.m. on the day prior to a matinee day or for two hours prior to said matinee performance so long as Rule 58(D)(2) is complied with.

(iii) When there are six performances in three days, as provided in Rule 50(A)(2), if the first performance of the workweek is an evening performance following two or more consecutive days off, rehearsal may be called on the day of such evening performance, except as limited by Rule 50(A)(2)(e).

(iv) For all other rehearsal calls on the day following the day off, Actors (other than replacement Actor(s)) including the Stage Managers and Dance Captains, shall be paid one and one-half times the overtime rate for each hour or part thereof, except for Stage Managers and Dance Captains called to audition or rehearse a replacement on the day following the day off as provided in Rule 61(B)(2)(d).

(v) However, this subparagraph (c) shall also apply to touring productions and productions prior to Official Opening, and may be utilized by the Producer to the extent that it exceeds the rights otherwise set forth in this Agreement to rehearse on the day following the day off, with or without compensation. (See e.g. Rules 70(C) and 58(D)).

(d) If a Stage Manager and/or a Dance Captain are called to audition or rehearse a replacement on the day following the required day off, they shall be paid at the appropriate overtime rate for a minimum call of four hours.

(e) **Schedule Change**. At the Point of Organization, three weeks' notice and on the road, two weeks' notice must be given to the company and Actors' Equity Association to change the day off. This requirement shall not apply to the rehearsal period. However, the schedule of days off will not be unreasonably changed. When a schedule change results in 16 consecutive performances without a day off, there shall be no rehearsals on the Monday that occurs in the middle of the 16 performances, except for sound checks and/or put-in rehearsals. (See also Rule 50(A)(3)). The maximum number of rehearsal hours in the second week of the changed schedule shall be four hours (eight hours for Understudies) provided the schedule change occurs more than two weeks after the Official Opening of the production. It is understood that emergency situations will be taken into consideration. (See Rule 70 for notice to Actor of schedule change on tour.)

(f) Except during an engagement of one week or less, and except in those weeks in which a Federal holiday falls, there shall be no regularly scheduled matinee performances on the day following the required day off.

(C) **National and Tiered Tour Provisions**. (See also Rule 38(B)(7), LAY-OFF, and Rule 70(C)(2), TOURS.)

(1) The Producer agrees that after the first paid public performance there will be one day off in each week free of all performances and rehearsals. Such days off in each week shall be no further apart than 12 consecutive performance days. Travel to the next playing date, if necessary, will not constitute a breach of this paragraph requiring extra payment. For each performance beyond 12 consecutive performance days without a day off, the Actor shall be paid one-eighth weekly contractual salary for each such performance in addition to Actor's regular weekly contractual salary. In addition, there shall be two days free from rehearsal, performance, and travel in every 28 days commencing from the first paid public performance of the tour. These two “Golden Days” shall not be in the same work week. Producer may travel the company on three such days within each 13 week period (but not more than once every four weeks) upon payment to Actor of $100 for each such day traveled.

(2) The Company shall not be required to rehearse until three hours from drop-off at the last hotel, except when replacement(s) are to perform for the first time. When transportation is directly to the Actor's hotel and travel time does not exceed three hours from point of departure, two hours shall comprise the aforesaid rest period.

(3) In no case shall there be less than one hour between the arrival in town and the first subsequent call. If arrival in town is less than one and one-half hours prior to the half-hour call, Producer shall arrange to serve a meal in the theatre. Such meal shall be paid for by the Producer.

(a) If the Actor makes a request in advance for a hot meal or for a cold meal, and if practicable, the Producer shall accommodate Actor's request.

(b) In the event that no meal is served, the Actor shall be paid $17.50 in lieu thereof. However, the Producer must provide a meal when the Actor is unable to arrange for one.

62. SAFE AND SANITARY PLACES OF EMPLOYMENT

(A) The Producer agrees to provide the Actor with safe and sanitary places of employment. All stages shall be clean and properly heated. The Producer shall use best efforts to provide air-conditioning when necessary to insure comfortable healthful temperatures at all times. In New York, Chicago and Los Angeles, the Producer shall provide air-conditioning and heat in all dressing room areas when necessary to insure a reasonably comfortable and healthful temperature by the time of the Actor's call. In New York City, dressing rooms, bathrooms and other common areas that are frequented by the Actors shall be deep cleaned as is practical no less than once per year.

(1) Treads on backstage stairways shall be maintained in a safe condition. Stairways shall be provided with adequate lighting and adequate hand-rail supports.

(2) The Producer shall exercise best efforts to keep alleyways leading to stage doors of theatres accessible, properly lighted, free of debris and protected from trash or litter from overhead.

(3) At Point of Organization, Producer shall engage the services of a professional exterminator who shall treat the theatre on at least a monthly schedule. Whenever feasible, such treatments shall be made on the company day off.

(4) Producer shall post such notices as are required by the regulations of the Occupational Safety and Health Administration.

(B) **Dressing Rooms**.

(1) Assigned dressing rooms shall be maintained for the exclusive use of the Actors. In Point of Organization cities, the Producer shall use best efforts to ensure that any rooms originally intended to be dressing rooms shall be assigned to the Equity Company, with special consideration for proximity to the stage. Curtained partitions shall not be deemed adequate separation to provide exclusive use of the space with respect to other backstage activities. Adequate table space for each Actor shall be allocated to all members of the Company, including Understudies and Swings, for make-up and dressing purposes.

(2) All dressing rooms shall be properly heated and shall have adequate lights, mirrors, shelves and wardrobe hooks for Actor's make-up and dressing equipment.

(a) Use of fluorescent lighting for make-up purposes is prohibited unless the fluorescent lighting is specifically warranted by the manufacturer to be for make-up purposes.

(b) All dressing rooms shall be maintained in a clean and sanitary condition and painted and maintained as necessary. Peeling paint and loose plaster shall be repaired. Floors shall be washed or vacuumed at least once each week and dressing rooms cleaned at least once each working day.

(c) Ventilation of dressing rooms and of all change rooms provided in basement areas, shall meet the standards set by municipal health codes.

(d) If an Actor with a physical disability is employed, reasonable accommodations, as defined by the ADA, shall be provided.

(3) Where more than three costume changes are required during a performance, a change room shall be maintained within two flights of the stage if space is available. Where adequate or proper space is alleged to be unavailable, such fact must be reported to the Producer and Equity by the Stage Manager and verified by a Deputy. Where Actors are required to make costume changes in areas other than dressing rooms, Producer shall use best efforts to maintain privacy for each gender in separate change areas.

(4) Separate dressing rooms for male and female Actors will be provided.

(5) In New York City theatres in which performances are given during the summer, all dressing rooms and change rooms provided in basement areas will be air-conditioned. In all other theatres the Producer shall use best efforts to provide air-conditioning when necessary to insure comfortable healthful temperatures at all times.

(6) In theatres where smoking is permitted by law, assignment of dressing room space to Principals shall be made, in part, on the basis of each Actor's smoking habits. Where possible and where space limitations permit, a non-smoking Principal Actor will not be assigned a dressing room in which smoking is permitted. Where possible, Chorus dressing room assignments will be made on the same basis.

(C) **Lavatory and Toilet Facilities**.

(1) Each dressing room shall contain at least one washstand which shall provide hot and cold running water for each six Actors assigned therein, within the reasonable requirements of dressing room assignments. Sink stoppers and paper towels must be provided.

(2) Toilet facilities, sinks and showers shall be thoroughly cleaned at least once each day and shall be kept clean, sanitary and maintained in good working order at all times. Toilet paper must be provided. In New York City theatres, these facilities shall be on each dressing room floor except that where existing facilities are currently provided on alternate floors, additional facilities will be installed when reasonably feasible. In all other theatres they shall be on each dressing room floor where reasonably feasible.

(3) All theatres that house musical productions shall provide separate showers for men and women within a reasonable distance from or within the dressing rooms.

(D) **Cots**. The Producer shall provide at least two cots for every 10 cast members at the theatre and at all places of rehearsal.

(E) **Rehearsal and Performance Surfaces**.

(1) Actors shall not be permitted to rehearse dances or to perform on concrete or marble floors or on wood or any other substance which does not provide adequate resilience.

(2) Where a portable stage is used, platforms must be securely fastened and the stage completely covered by a single deck of such material as wood or masonite. The edges of all decks must be clearly visible or, if not, guard rails fastened in order to preclude the possibility of injury. Pits not in use shall be completely covered by a non-flexible material.

(F) **First-Aid Kit**. First-aid kits stocked with adequate supplies shall be available and easily accessible at all times whenever the Actor is required to rehearse, dress, or perform.

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

(H) **Inherently Dangerous Conditions Prohibited**.

(1) No Actor shall be required to perform any feat or act which places 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. It is not the intent of Equity to interfere with proper artistic judgments of the Producer but only to protect the Actor from injury which may jeopardize or terminate a professional career. The Producer shall advise Equity as soon as possible when, in Producer's judgment, there is a potentially dangerous situation. If Equity deems the situation to be one which should be prohibited by this section and the Producer does not agree, the matter shall be submitted for prompt consideration by an industry committee composed of the Executive Director of the League, or his designee, representing the League and the Executive Director of Equity, or his designee, representing Equity. If the two cannot agree, the matter shall promptly be submitted directly to arbitration.

(2) **Smoke, Haze and Pyrotechnics**. Producer may not use any stage smoke or haze not already approved by Equity and the League. Adequate ventilation and exhaust equipment must be operating and in working order when smoke or haze is used. In addition, the parties agree to implement and monitor the guidelines identified in the Environ/Mt. Sinai study on theatrical smoke, haze and pyrotechnics. All productions shall comply with said guidelines either by adhering to the quantifiable testing limits set forth in the study or by application of the protocol guidelines.

(a) Notice Requirements. Prior to the first use, the Producer will send written notification to Equity identifying the specific theatrical smoke, haze, and/or pyrotechnic products and how they will be used in accordance with the Study.

(b) Smoke and haze machines shall be located so as to minimize Actors' exposure to the concentrated aerosol as it first exits the machine.

(c) The quantity and frequency of use of the various Equity/League approved smoke and haze during a performance must comply with the limits set by the Equity/League Smoke and Haze Study.

(d) An Equity/League smoke and haze committee shall review the use of all stage fogs whenever necessary.

(e) Juvenile Actors' exposure to smoke and haze shall be minimized in accordance with Paragraph (c) above.

(f) Only small amounts of refined, white and additive-free mineral oils may be used.

(g) Actor shall be advised by contract rider if smoke or haze will be utilized in the production.

(h) The foregoing provisions shall not apply to any form of carbon dioxide (e.g., dry ice) or liquid nitrogen. Smoke and haze composed entirely of either substance shall be deemed pre-approved. Any disagreement under paragraph (2), Smoke, Haze and Pyrotechnics, shall be resolved by expedited arbitration pursuant to Rule 4(C).

(3) **Firearms**. Whenever firearms are used in a production, there shall be a safety demonstration for the entire company, prior to the first paid public performance, or use of firearms on stage, whichever occurs first, and such demonstrations shall be conducted by a qualified individual. Thereafter, safety demonstrations and/or instructions will be required for all affected replacement Actors as well as Swings and Understudies, before their first paid public performance. Brush-up safety demonstrations and/or instructions shall be required at least once each year. Any and all modifications to firearms shall be done by a licensed gunsmith.

(4) **Photography and Recording**. Photography and the use of any other recording devices during a performance are prohibited except as expressly

provided herein. The Producer shall post the international symbol prohibiting photography and recording prominently in the lobby. In addition, a printed announcement prohibiting photography and all other recording shall be included on either the cast or synopsis page of the Playbill or program. If a chronic pattern of photography or recording develops, an announcement identifying its prohibition shall be made prior to each performance until the problem is corrected.

(I) **Stage Fighting/Stunts**. The ensuing regulations shall be followed whenever a production requires Actor(s) to engage in stage fighting and/or stunts.

(1) The Producer must notify the Actor by contract rider prior to the rehearsal or performance of all stage fights.

(2) When a Stunt Coordinator is hired to teach a stunt, the Producer must notify the Actor of the stunt by contract rider and Equity prior to the rehearsal or performance of the stunt.

(3) All stage fights will be staged with on-site consultation by a qualified professional (i.e., one who has expertise in first aid, stage combat and, where appropriate, fencing and/or martial arts).

(4) Equipment used in the performance of any stage fight and/or stunt shall be checked before it is first used in each performance or rehearsal.

(5) A Fight Captain shall be assigned from the company and so designated by rider to the Actor's contract. The Fight Captain shall be paid not less than $75 per week in addition to weekly contractual salary. The Fight Captain must be selected no later than the end of the first week of fight rehearsals and be paid the Fight Captain increment from the first day of fight rehearsals.

(6) All Actors who participate in a fight shall run through the routine before each performance. Any exception to this rule shall be at the express discretion of the Fight Captain. Such run-throughs shall not be deducted from regular rehearsal hours.

(7) Except in the case of emergency, performing members of the company shall rehearse fights and/or stunts with Understudies, Swings and replacements during regular rehearsal hours.

(8) First aid information and equipment will be made available to the Fight Captain.

(9) The Fight Director, Choreographer, Stunt Coordinator and/or Fight Captain shall consult with artistic personnel appropriate under the circumstances to reasonably protect the Actors from injury.

(J) **Raked Stage**. Prior to the construction of any raked stage where the incline will be greater than one-half of one inch per foot, the Producer shall promptly notify Equity in writing of such plans and provide such information as Equity may reasonably request. It is understood that when a Producer is utilizing

a set from a prior production, said notice may not be possible and the Producer agrees to notify Equity as soon as a determination is made that such set will be utilized.

When a raked stage is used, a qualified instructor will give instructions to the cast as to how to perform on the rake in order to avoid the risk of injury. These instructions shall take place prior to any rehearsal or performance on the rake. Thereafter, brush-up instructions will be provided at least once each year. Instructions will also be provided for all replacement actors, as well as Swings and Understudies, before their first rehearsal on the rake.

(K) The safe and sanitary provisions set forth above are intended to bind only the Producer and Theatre Owners who are members of the League. With respect to other theatre owners, however, the League and Equity agree that all booking contracts shall contain a mandatory clause stipulating that the theatre must comply with the standards set forth above.

(L) **Actor's Responsibility**. It is the Actor's obligation to respect the physical property of the theatre. It is agreed that the Actor shall be responsible for any damage to the theatre willfully caused by Actor if the Producer is held responsible to the owner of the theatre for such damage.

(M) **Inspection and Compliance**. Equity shall have the right at reasonable times to inspect all theatres at which Actors are employed to determine whether the theatres are complying with this rule. If alleged violations are found, Equity shall notify the theatre owner and the League immediately and a representative appointed by the League shall have an opportunity to inspect the theater.

(1) If Equity and the League agree that a violation exists, they shall notify the theatre owner that unless the violation is corrected or that satisfactory assurances are given that it will be corrected promptly, the theatre shall be certified as unauthorized for rehearsal and/or performance. If the League fails to avail itself of its right of inspection within 48 hours of receipt of notification, then Equity alone may so inform the theatre owner.

(2) If Equity and the League do not agree, then the matter shall be submitted to arbitration in accordance with Rule 4 and the Arbitrator may, in his discretion, suspend performances until the theatre complies with this rule.

(N) Equity and the League agree it is their mutual intent that the Theatre be a working environment free of hazardous and toxic materials. To this end the parties commit to meet jointly with such experts as are necessary to identify materials and procedures which may be found in the theatrical environment which are hazardous, toxic, or otherwise unsafe and to seek means by which to eliminate them from the Professional Theatre.

(O) **Record Keeping for Illness and Injuries**. A standard protocol will be established for the reporting of all injuries and illnesses.

(P) **Health and Safety Protocol**. The parties agree to implement an innovative safety protocol utilizing the services of a health care practitioner group mutually selected by the parties to provide guidance and assistance to the producer, the creative team, Equity and the Actors. The mutual goal is to reduce the risk of injury to the Actor.

63. SALARIES

(A) **Minimum Salary for Performance and Rehearsal**.

(1) Rehearsal salary is the Point of Organization minimum performance salary unless a higher salary is specifically negotiated. (See Rule 58(I) for rehearsals outside Point of Organization.)

(2) Performance Salary.

Effective Date:

	9/26/11	**10/1/12**	**9/30/13**	**9/29/14**
Actor	$1,703	$1,754	$1,807	$1,861
SM (Musical)	$2,799	$2,883	$2,969	$3,058
SM (Dramatic)	$2,405	$2,477	$2,551	$2,628
1st ASM (Musical)	$2,212	$2,278	$2,346	$2,416
1st ASM (Dramatic)	$1,965	$2,024	$2,085	$2,148
2nd ASM (Musical)	$1,848	$1,903	$1,960	$2,019

(3) Notwithstanding any individual contract of employment to the contrary, if Actor's weekly contractual salary on the effective date of the next increase in minimum salary as specified in (2) above is $250 or less above the minimum salary for the Actor's category exclusive of all required increments, the Actor's salary will be increased by the dollar amount of the increase in minimum salary for the Actor's category as of that effective date.

(4) **Cost of Living Increases**.

(a) If the All Urban Consumers, New York-Northeastern New Jersey Cost of Living Index figure for the month of September, 2012, as published by the U.S. Bureau of Labor Statistics is more than 6% higher than such figure for the month of September, 2011, then and in such event, all of the first year minimum salaries specified in paragraph (A)(2) above shall be multiplied by the amount of such excess percentage but in no event by more than 4% and the dollar amounts resulting therefrom shall be added to the second, third and fourth year minimum salaries specified in paragraph (A)(2).

(b) If the All Urban Consumers, New York-Northeastern New Jersey Cost of Living Index figure for the month of September, 2013, as published by the U.S. Bureau of Labor Statistics is more than 6% higher than such figure for the month of September, 2012, then and in such

event, all of the first year minimum salaries specified in paragraph (A)(2) above shall be multiplied by the amount of such excess percentage but in no event by more than 4% and the dollar amounts resulting therefrom shall be added to the third and fourth year minimum salaries specified in paragraph (A)(2) (as adjusted by the cost of living increase under paragraph (a) hereof, if any).

(c) If the All Urban Consumers, New York-Northeastern New Jersey Cost of Living Index figure for the month of September, 2014, as published by the U.S. Bureau of Labor Statistics is more than 6% higher than such figure for the month of September, 2013, then and in such event, all of the first year minimum salaries specified in paragraph (A)(2) above shall be multiplied by the amount of such excess percentage but in no event by more than 4% and the dollar amounts resulting therefrom shall be added to the third and fourth year minimum salaries specified in paragraph (A)(2) (as adjusted by the cost of living increase under paragraph (a) hereof, if any).

(5) **Check Cashing on Tour**. Producer will make best efforts to make arrangements for Actors to cash paychecks for no charge when Actors are on tour (National, pre-Point of Organization or Tiered).

(6) All Actors shall be given the option of direct deposit of paychecks and per diem checks to the bank of the Actor's choice at no cost to the Actor.

(B) **Media Payment**. In accordance with Rule 39, all Actors in musicals, except Actors earning in excess of $4,000/week, shall receive a Media Payment from the first day of Actor's rehearsal. When the Producer of a play has opted to use Rule 39, all Actors in such play will receive a Media Payment from the first day of Actor's rehearsal.

(C) **Per Diem**.

(1) When the Actor is required to be away from the Point of Organization, Actor shall receive, in addition to Actor's own contractual salary, Per Diem as follows:

(a) For all engagements in San Francisco and New York, and for engagements of less than four weeks in Boston, Chicago, Honolulu, Los Angeles, Philadelphia, Washington D.C. and Toronto

Effective Date:

September 26, 2011	$896/week ($128 per diem)
October 1, 2012	$910/week ($130 per diem)
September 30, 2013	$924/week ($132 per diem)
September 29, 2014	$938/week ($134 per diem)

(b) For all engagements not covered in (a) above:

Effective Date:

September 26, 2011	$854/week ($122 per diem)
October 1, 2012	$868/week ($124 per diem)
September 30, 2013	$882/week ($126 per diem)
September 29, 2014	$896/week ($128 per diem)

(c) Should an engagement in Boston, Chicago, Los Angeles, Philadelphia, Washington D.C. or Toronto that is scheduled for four weeks or longer run for less than four weeks, the rates in (a) above will apply retroactively to the first day in that city.

(d) For all lay-offs on National and Tiered tours that require the payment of Per Diem, the rate applicable for the engagement immediately preceding the lay-off shall be the rate paid for that lay-off. For all lay-offs on pre-Point of Organization productions that require the payment of Per Diem, the rates in (b) above will apply.

(2) On the day of return to Point of Organization or Place of Engagement, in accordance with Rule 72(A)(2), Producer will pay Actor Per Diem as follows: (a) if Actor arrives at the destination terminal at or before 2:00 p.m. (local time), Actor will receive 10% of daily Per Diem reimbursement; (b) if Actor arrives after 2:00 p.m., Actor will receive 50% of daily Per Diem reimbursement.

(3) Per Diem shall be paid together with salary; however, if Producer chooses to pay salary in the week following the workweek under paragraph (J) below, Per Diem shall be paid no later than the last banking day of the workweek, but no later than Thursday. If the Actor is away from the Point of Organization for less than a week, the amount so paid shall be pro-rated in accordance with the number of days away from the Point of Organization.

(a) At time of signing, Actor shall declare Actor's "Tax Home" (as defined by the IRS) to the Producer.

(b) Producer shall pay per diem in accordance with Federal statutes and regulations regarding withholding and Social Security. Whenever Actor is playing or rehearsing at Actor's Tax Home and is paid Per Diem, such reimbursement shall be reduced by dividing Per Diem required to be paid by 1.18. The resulting amount shall be paid as supplementary compensation and all employer and employee payroll taxes shall be deducted from such supplementary compensation.

(c) Producer shall, to the extent required by each tax jurisdiction, provide Actor with a separate W-2 form which shall indicate all state and local taxes withheld and the wages and other compensation on which those taxes were levied for each state or locality in which such taxes were withheld. If annual reporting is not required, the Producer shall indicate on each weekly pay stub any amount deducted for tax assessment.

(D) **Second Assistant Stage Managers**. Should an actor be engaged to perform in addition the duties of a Second Assistant Stage Manager, the base salary to which all applicable increments are to be added shall be the minimum salary for a Second Assistant Stage Manager (Musical).

(E) **Extraordinary Risk Payments**. An Actor called upon to perform "extraordinary risk" shall receive not less than $20 per week above contractual salary, such payments to begin at the time of such assignment. All “extraordinary risks” must be identified by rider.

(1) "Extraordinary risks" are defined as performing acrobatic feats; suspension from trapezes, wires, or like contrivances; the use of or exposure to weapons, fire, pyrotechnic devices and the taking of dangerous leaps, falls, throws, catches, knee drops, or slides.

(2) An Actor shall also be deemed to be eligible for said additional compensation when the staging or choreography requires the Actor to execute dance 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 where an Actor in a musical dances on a raked stage.

(3) Performing on a raked stage in circumstances other than those listed in (1) or (2) above shall be deemed extraordinary risk but the Actor shall not be entitled to the $20 per week payment set forth above.

(4) The initial determination as to the eligibility for said additional compensation may be made by Equity in each particular case. Should the Producer not concur in Equity's determination, a committee shall be appointed to see the production and to decide who is eligible for such additional compensation. Said committee shall consist of two representatives appointed by the League of American Theatres and Producers and two representatives appointed by Equity. No committee member shall have an interest in or be an employee of the production in question. In cases involving Actors who dance, all members of the committee shall be familiar with and have a knowledge of dance techniques and dance terminology as it relates to Broadway productions and shall be guided, but not be bound, by the standards previously agreed to by Equity and the League and on file with said organizations.

(5) A majority vote of the committee shall be final and binding on all parties. The committee's determination shall be made no later than two weeks after the opening of the production at the Point of Organization or the first public performance on tour. If the committee cannot reach a majority determination within said period, the dispute shall be referred to arbitration under the provisions of Rule 4.

(F) **Checks**. No check or draft, either of the Producer or a third party, given to or received by the Actor in payment of any sum due under Actor's contract of employment shall operate to minimize or affect Actor's claim for salary or other

compensation under Actor's contract. When paid by check, the Actor must be issued a stub or other record of gross salary which clearly identifies itemized additions (including, but not limited to, overtime payments and Per Diem), itemized deductions (including, but not limited to, all Federal, state and local income taxes withheld and dues deductions) and net salary.

(G) **Contingent Compensation**. No employment contract shall be entered into by the Producer or Actor where, in whole or in part, compensation is 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.

(1) In any contract of employment which provides that the Actor's compensation shall be increased upon the gross weekly receipts reaching a stipulated amount or amounts, the gross weekly receipts shall be based on an eight performance week. All performances in excess of eight per week shall be paid for pro rata on the salary due according to the weekly grosses set forth.

(2) If the total gross receipts for all performances, including extra performances within any week, shall reach an amount at which the Actor's salary is to be increased, the Actor shall be paid for the first eight consecutive performances at the rate of the gross receipts for those eight performances and for the extra performances Actor shall be paid at the higher rate which is based on the total gross receipts for that week.

(H) **Payment in Legal Tender**. 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.

(I) **Actual Salary**. The actual salary of the Actor agreed upon shall be stated in the contract and a lesser or fictitious salary shall not be stated in the contract or rider. A new contract shall be issued and signed whenever the Actor's salary is increased.

(J) The Producer may elect to pay salaries either:

(1) Each week on the day before the last banking day of the week, but no later than Thursday; or

(2) No later than Thursday of the week following the work week. If this option is elected, Producer shall:

(a) Declare the election no later than the time of bonding;

(b) Notify each Actor at the time of offer of employment that this will be the method of payment; and

(c) Pay Per Diem no later than Thursday in each week of employment in which it is due.

(K) **Additional Duties**. The Actor shall not be required to do any additional work without mutual agreement and an additional negotiated compensation therefor. Additional work is defined as playing additional parts, doing additional understudying, or doing additional work as a Stage Manager, not specified in Actor's contract at the time of its original signing. The Actor will be permitted, under conditions described below, to undertake duties which are in addition to the normal duties of the Actor and are therefore in addition to those customarily under the supervision of Actors' Equity Association's bargaining unit, provided that Producer will notify Equity and Actor in advance by rider about such duties, when known. When such duties are added during rehearsal, a rider will be attached to the contract.

(1) **Definition of work permitted without additional compensation**.

(a) 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.

(b) 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.

(2) **Definition of work permitted with additional compensation**.

(a) 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 Actor's customary duties as an Actor.

(b) 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 Actor's customary contractual duties as an Actor. Special blocking (staging) shall be defined as blocking (staging) which requires 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.

(3) **Definition of work not permitted except with the permission of and under terms satisfactory to Equity**.

(a) 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 without the express consent of Equity.

(b) 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 without the express consent of Equity under terms satisfactory to it.

(4) **Compensation**.

(a) An Actor assigned to perform additional duties as defined hereunder shall be paid not less than $8 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 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.

(b) 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.

(c) Payment hereunder shall be in addition to Actor's contractual salary unless Actor has agreed at the time of signing Actor's original contract of employment that such salary shall cover set and prop moves as set forth herein.

(5) **Initial determination as to applicability of this rule**.

(a) If a dispute arises between Equity and the Producer regarding the application of this rule, the matter will be referred to the Grievance Committee for resolution. If the dispute is not decided by the Committee, it may be submitted to arbitration under Rule 4(D).

(b) If a dispute arises between Equity and the Producer regarding the application of this rule to a Production with a Point of Organization other than New York and if Equity elects not to refer the matter to the Grievance

Committee, the dispute will be referred to a committee consisting of two representatives appointed by the League and two representatives appointed by Equity. No committee member shall have an interest in or be an employee of the production in question. The parties agree to be bound by the majority opinion of such committee. If the Committee is not able to resolve the dispute, either party may refer the matter to arbitration under the terms of Rule 4.

(c) The appropriate Committee shall view the production and may meet to discuss the facts of the dispute and may suggest solutions to the parties.

64. SECRET VOTE

(A) At all meetings of the company called by the Deputy, the Stage Managers shall be included and votes shall be by secret ballot. No Producer or Manager whether under an Equity contract or not may attend such company meetings. A Producer or Manager working under an Equity contract may, however, be informed of the subject of the meeting.

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

65. SECURITY AGREEMENTS

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 "Security Agreement" and "Producer's Statement."

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

66. SHOWCASE PRODUCTION (NEW YORK AND CHICAGO)/LOS ANGELES 99-SEAT THEATRE PLAN/BAY AREA PROJECT POLICY: CONVERSION FROM

(A) Should an Equity Showcase, Los Angeles 99-Seat Theatre Plan, or Bay Area Project Policy production be produced under this contract within five years of its last performance as a Showcase, Los Angeles 99-Seat Theatre Plan, or Bay Area Project Policy production, all Equity members engaged in such production must receive a bona fide offer to perform the same role or function(s) for which they were engaged in such production. If such bona fide offer is not made, the Actor shall be compensated therefor in the amount of four weeks' minimum Production salary. If more than one such production has been produced within

five years, Producer shall be responsible hereunder only to the cast of the first such production.

(B) If a member accepts a role or function in the production different from the one the member performed in the Showcase or other such production, member may agree with the Producer to waive the payment required under this rule.

(C) This provision is not applicable where the subsequent production under the Production Contract is not the first standard Equity contract presentation of the play within five years of the Showcase, or other such production, provided the intervening contract presentation has satisfied the applicable conversion rights clause.

67. SOCIAL SECURITY AND UNEMPLOYMENT INSURANCE

The Producer shall pay any and all taxes or payments required to be paid by employers in accordance with the following:

(A) The Producer agrees to make contributions to provide Social Security Benefits under the elective provisions of the Social Security Law, if Producer is not required to provide benefits under the law.

(B) 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 Producer will elect to cover the Actor and pay contributions on the earnings of the Actor under the elective provisions of the Unemployment Insurance Law of the State of New York. In the event, however, the Producer is not eligible to elect to come under the New York State Unemployment Insurance Law, then Producer agrees to elect to come under the Unemployment Compensation (Insurance) Law of the State in which Producer maintains 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. Where possible, the Producer will select the State most favorable to the Actor.

(1) 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 Actor's 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.

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

(3) The Producer shall submit proof satisfactory to Equity that Producer has applied for unemployment insurance coverage and deliver a true copy of such application to Equity. The Producer warrants and represents that Producer

will not withdraw such application nor modify nor change it without the written consent of Equity.

(C) In the event any Producer fails to apply for Unemployment Insurance Coverage, withdraws or modifies any application for such coverage without the written consent of Equity, 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 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.

68. STAGE MANAGERS

Stage Managers are covered by all the Rules in this Agreement except where specifically stated otherwise.

(A) There shall be no less than one Stage Manager and one Assistant Stage Manager employed in a dramatic production and no less than one Stage Manager and two Assistant Stage Managers employed in a musical production. A Stage Manager must be in attendance at all rehearsals. (See Rule 47(C).)

(B) Except as provided in paragraph (C) below, no Stage Manager or Assistant Stage Manager shall do work of any nature whatsoever for a Producer without a signed contract (after security has been properly posted with Equity) and the Stage Manager or Assistant Stage Manager has received instructions from the Producer as to the work.

(C) The Stage Manager shall be engaged at least two weeks before the beginning of rehearsals and shall receive at least two weeks' contractual salary before rehearsals commence.

(1) Upon the signing of a contract or a letter of intent between the Stage Manager and the Producer, filed with Equity, signifying Producer's intent to employ the Stage Manager, the Stage Manager shall be obligated to perform all pre-production work. The Producer may require, as part of the aforementioned pre-production work, the Stage Manager's attendance at Principal Interviews/Auditions, Equity Principal and Chorus auditions and open auditions, prior to such two week contractual pre-production period for 12 separate calendar days. All other days of interviews and/or auditions that a Stage Manager attends, as required by (Q) below, shall be paid for at one-sixth of contractual salary.

(2) In the event the Producer fails to offer employment to the Stage Manager for that production, the Producer shall be obligated to pay the Stage Manager two weeks' contractual salary. If the Stage Manager does not accept employment in the production, Stage Manager shall be compensated at the rate of one-sixth of contractual salary for each day worked. (See (Q) below.)

(D) Replacement Stage Managers who are not promoted from the production shall be hired at least one week prior to the date on which they are to take over the production. Replacement Stage Managers (not Assistants from the same show) taking over the duties of Stage Manager during vacation shall be paid on a daily basis when required by the Producer to familiarize themselves with the requirements of the production before assuming duties.

(E) **Short-term Stage Manager**. Stage Managers may be employed on a daily and per-performance basis as follows:

(1) A Stage Manager must be signed to an employment contract for all work performed (including any training) as required by Rule 16, CONTRACT;

(2) Short-term Stage Managers shall be compensated at no less than the rate applicable to the Stage Manager's category as follows:

(a) One-sixth of minimum salary per day prior to the production's first paid public performance.

(b) One-eighth of minimum salary per performance after the production's first paid public performance.

(3) After a Short-term Stage Manager has worked for four days or four performances, whichever occurs first, a weekly Health contribution will be made on that Stage Manager's behalf. Thereafter, a Health contribution will be required after every six days or eight performances worked. Said Health contributions will be due whether or not the performances or days worked are consecutive;

(4) The Producer will contribute to the Equity-League Pension Fund 8% of all monies (exclusive of Per Diem) paid to a Short-term Stage Manager;

(5) The employment of Short-term Stage Managers is not intended to replace additional Assistant Stage Managers as may be employed pursuant to (G)(3) below; and

(6) For "advance work" away from Point of Organization and/or if any Stage Manager is absent for one week or more, and the production hires a replacement Stage Manager, a Temporary Replacement Contract of at least one week will be used.

(F) No Producer or Manager of a production may be employed as a Stage Manager in that production where the impact of such employment reduces the complement of the Stage Managers herein required. No relative of a Producer or Manager of a production may be employed as a Stage Manager in that production where the impact of such employment reduces the complement of the Stage Managers herein required unless said relative is qualified.

(G) Stage Managers and First Assistant Stage Managers shall not be permitted to act, except in emergency, nor shall they be permitted to understudy provided that in special circumstances the First Assistant Stage Manager in a

dramatic play may be permitted to understudy with the consent of Equity which consent will not be unreasonably withheld.

(1) In musical productions with Point of Organization designated to be New York and scheduled to play at The Broadway, The Richard Rodgers, The Gershwin, The Mark Hellinger, The Imperial, The Lunt-Fontanne, The Majestic, The Minskoff, The Palace, The St. James, The Shubert, The Winter Garden Theatre, or any other New York house seating more than The Richard Rodgers, required Second Assistant Stage Managers shall not be permitted to act, except in emergency, nor shall they be permitted to understudy provided that in special circumstances required Second Assistant Stage Managers in a musical with a performing cast of 12 or fewer may be permitted to understudy with the consent of Equity which consent will not be unreasonably withheld. This provision also applies to productions with Point of Organization at Los Angeles, San Francisco, or Chicago and originating in a theatre which seats 1800 or more.

(2) For musical productions scheduled in theatres other than described in (G)(1) above, required Second Assistant Stage Managers shall not be permitted to act in a regularly assigned onstage role, but shall be permitted to be a Dance Captain, understudy (in productions with a performing cast of 12 or fewer) or partial swing. Where there are technologically complex productions, if the required Second Assistant Stage Manager is assigned to such responsibilities, Equity reserves the right to object as follows:

(a) Such objection shall be made by the Executive Director of Equity and considered by the Executive Director of the League, or their respective designees. If they reach a joint decision on the matter, their decision shall be final and binding on the Producer and Equity. Absent a joint decision, the matter may be submitted for Expeditious Arbitration.

(b) In the event of a joint decision by the parties or a decision by the Arbitrator that the required Second Assistant Stage Manager may not perform such assignments, increments for such assignments may be withdrawn only if the Producer has reserved the right to withdraw such increments in the original contract; such right may be exercised pursuant only to the decision that the Second Assistant Stage Manager may not perform such assignments.

(3) In the case of technologically complex or multi-set productions, Equity may request that additional non-acting/understudying Assistant Stage Managers be employed. Producer shall have the sole right to determine whether any such Assistant Stage Managers are required and Equity agrees that the Producer's determination shall be final.

(H) The First Assistant Stage Manager shall be hired not later than one week prior to rehearsals and paid one week's contractual salary, and the Second Assistant Stage Manager on a musical shall be hired not later than one day prior to rehearsals and shall be paid one-sixth of weekly contractual salary for each day

prior to the start of rehearsals, except where the Producer certifies to Actors' Equity Association, following consultation with the Production Stage Manager, that Producer does not require the First Assistant Stage Manager, or Second Assistant Stage Manager as appropriate, to perform any pre-production work. In no event shall the First or Second Assistant Stage Manager be hired later than the first day of rehearsal. Should the Second Assistant Stage Manager be hired for four or more days prior to the start of rehearsal, a Health contribution shall be made on that ASM's behalf.

(1) In the event any Assistant Stage Manager is required to perform pre-production work prior to the week before the beginning of rehearsals, a letter of intent shall be signed and the same procedure and arrangement that exists for the Stage Manager shall be applicable to any Assistant Stage Manager. (See (Q) below.)

(2) If any Assistant Stage Manager performs pre-production work prior to rehearsals, the Assistant shall be paid one-sixth of contractual salary for each day worked.

(I) All other required Assistant Stage Managers must be hired not later than the first day of rehearsal in which substantially the full complement of the Chorus commences rehearsal, but in no event later than the end of the first week of rehearsal.

(J) In order to maintain the high level of professionalism in production as well as the necessary backstage safety and discipline for the efficient running of the production, the Producer agrees to hire as the Stage Manager only someone who has been employed previously for at least 20 weeks or in three separate productions as the Stage Manager, or 40 weeks or in six separate productions as an Assistant Stage Manager, or a combination of these (two weeks or two productions as an Assistant Stage Manager equals one week or one production as the Stage Manager) by an employer or employers maintaining professional standards at least equal to those maintained by theatrical employers who are members of *The Broadway League, the League of Resident Theatres, the League of Off-Broadway Producers, The Council of Stock Theatres, the Council of Resident Stock Theatres, the Musical Theatre Association, Producers' League of Theatre for Young Audiences, the Producers' Association of Chicago Area Theatres*, *URTA, ANTC, MSUA, and WCLO*.

(K) There will be an eight hour rest period between the end of work on one day and the beginning of work on the following day except in New York where the rest period shall be nine hours.

(L) In the event that for any performance the Stage Manager is not present at the theatre in his capacity as Stage Manager and no replacement Stage Manager is hired, the First Assistant Stage Manager shall receive not less than the minimum salary for Stage Manager for that type of production and the Second Assistant Stage Manager, if required by (A) above, shall receive not less than the minimum salary for First Assistant Stage Manager for that type of production for

such performance. If for any performance the First Assistant Stage Manager is not present at the theatre in his capacity as First Assistant Stage Manager and no replacement Assistant Stage Manager is hired, the Second Assistant Stage Manager, if required by (A) above, shall receive not less than the minimum salary for First Assistant Stage Manager for that type of production for that performance. This compensation shall commence with the first day of said absence.

(M) Transportation of the Stage Manager's customary work box shall be paid for by the Producer.

(N) **Tech Week Compensation**. Stage Manager(s) will be paid an additional 1/6th of contractual salary in the week immediately prior to the first paid public performance.

(O) Should a Stage Manager and/or Assistant Stage Manager, while providing services hereunder, be called upon to perform services for any other company of the play, at the Point of Organization, on National or Tiered tour, Las Vegas, or other version of that production for which the Stage Manager or Assistant is under contract and in which the Producer bears a financial interest, Stage Manager shall be paid not less than one week's contractual salary and for days in excess of one week, one-sixth of contractual salary for each day worked, except this shall not apply to a production that converts from Production to the Short Engagement Touring Agreement if such Stage Manager is under contract to work on such subsequent production. If the Stage Manager or Assistant Stage Manager prepares a script for publication or for use in any other version of the production, the Stage Manager or Assistant shall be paid one week's contractual salary for each version. No payment shall be due any Stage Manager for simply duplicating/copying any script.

(P) The Producer agrees that the duties of and services provided by the Stage Manager require that the Stage Manager must use Stage Manager's home for purposes directly related to the Stage Manager's profession such as storage and use of equipment and production materials and that such use is required not only for the duration of the present production for which the Stage Manager is employed, but is also a continuous service provided for the convenience of the Producer.

(Q) A Stage Manager must be present at all auditions and/or interviews conducted in rehearsal halls, theatres, or studios. Said Stage Manager shall be paid at a daily rate of not less than one-sixth of such Stage Manager's minimum salary for that production. Duplicate payment need not be made if the audition(s) and/or interview(s) fall within or after the one or two week pre-production period as provided for in (C) and (H) above. The Producer shall notify Equity whenever auditions or interviews are held at which the Stage Manager is present.

(R) When the theatre is used for purposes other than the Equity Production and a Stage Manager is requested to be in the theatre to protect or restore the production or to generally oversee the interests of the Production, said Stage

Manager(s) shall be compensated at the rehearsal overtime rate (see Rule 58(D)(3)) for a minimum call of four hours.

However, if such services are rendered on the Stage Manager's day off, Stage Manager shall be compensated for said services at the rate of two-sixths weekly contractual salary in addition to said Stage Manager's usual weekly contractual salary.

(S) If a Stage Manager is called to manage an audition or to rehearse a replacement on the day following Stage Manager's own day off, said Stage Manager shall be compensated at the overtime rate for a minimum of four hours. (See Rule 61(B)(2)(d))

(T) The Stage Manager shall be consulted in the selection of the Assistant Stage Managers but the Producer shall retain full and final authority in his sole discretion to make all employment decisions.

(U) **Compensatory Day Off**. On pre-Point of Organization tours, Stage Managers who are required to work on a Company day off shall be entitled to a compensatory day off. (See Rule 70(K) for provisions applicable to Stage Managers on National and Tiered tours.)

(V) Any Stage Manager who is required to report more than two hours prior to curtain (or one and one-half hours prior to half hour) will receive all applicable overtime and meal penalties.

(W) After Official Opening at Point of Organization or after the earlier of either the end of the fourth week following opening night on tour, or opening night in the second city of a tour, rehearsal hours for Stage Managers earning no more than minimum scale shall be limited to twelve (12) hours per week of actual rehearsal time, excluding rehearsals conducted during performance calls, as well as rehearsal hours in which Actors are paid. Actual rehearsal hours worked in excess of twelve (12) shall be paid at the contractual overtime rate. Stage Managers earning more than minimum scale shall not be so limited.

69. TERMINATION (See also Rule 45, NOTICES)

(A) **Standard Minimum Contracts**.

(1) **Before or During Rehearsal**.

(a) The Actor and Equity must be notified in writing of the first date of rehearsal.

(b) If there is no beginning rehearsal date fixed in writing, the Actor may terminate without penalty at any time prior to such written notification.

(c) The Actor may terminate without penalty at any time prior to two weeks before rehearsals commence.

(d) The Actor may not give notice of termination within two weeks of the fixed first rehearsal date or during the rehearsal period, except with Equity's consent.

(e) The Standard Minimum Contract may be terminated by the Producer before the first paid public performance by giving written notice to the Actor and paying Actor forthwith a sum equal to two weeks' contractual salary plus any rehearsal salary due.

(2) **Individual Termination after First Paid Public Performance**. Either party may terminate the contract at any time on or after the date of the first paid public performance of the play by giving the other party two weeks' written notice, except as provided in Rule 69(D) Just Cause. However, Actor's contract may include a longer notice period of up to four weeks and, if so, the notice period stated in the Actor's contract shall apply. Such longer notice provision in a Standard Minimum Contract shall not require additional payment under Rules 12(C) or 16(H).

(3) **Notice of Termination**. A notice of termination must be in writing and does not take effect until the Actor or Producer is in actual receipt of the notice. Notice must be by certified mail and will be presumed to be received three days after postmarked unless otherwise proven or by hand delivery provided it is not delivered by a Stage Manager.

(4) **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.

(5) **Company Termination after First Paid Public Performance**. The Producer may close the play and Company upon one week's written notice, or upon payment of one week's contractual salary in lieu thereof, provided Producer has paid the Actor for all services rendered to date and in no event less than two weeks' contractual salary or Actor's individual contractual guarantee, plus rehearsal salary.

(6) **Termination Prior to Tour**. The Producer agrees to give at least four weeks' notice to the cast prior to a play closing at its Point of Organization and going on tour. If the parties fail to negotiate a contract for the tour, such notice shall be deemed as individual notice of termination by the Producer. Prior negotiation of a Pre-Point of Organization tryout "road" salary shall not be binding for a tour.

(7) **Transportation Payment by Actor**. If, after the first paid public performance, an Actor gives notice of termination and said Actor has been with the production for less than one year, the Producer shall have no responsibility for the return transportation, if any, of the Actor. Producer shall pay for the Actor’s transportation back to the Point of Organization or the Actor’s Place of Engagement, whichever the Actor chooses, provided Actor has been with the production for at least one year. (See Rule 70(B)(2)(j)(iii) regarding Tiered Tours).

(8) **Payment when Actor is Not Allowed to Work Out Notice**. If the Actor is not allowed or required to work out any notice properly given under Actor's contract, Actor shall be paid immediately upon the giving of notice and Actor may forthwith accept other employment.

(9) **Additional Payments**. If individual notice of termination is given by the Producer, Producer agrees to pay the Actor in cash the amount of the cost of transportation of the Actor and his baggage back to the Point of Organization or Place of Engagement, whichever the Actor chooses, whether the Actor chooses to return immediately or not.

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

(B) **Term Contracts**.

(1) **Notice of closing**. The Producer shall give to all Actors signed to Term Contracts one week's individual notice in writing of the closing of the production and Company or pay one week's salary in lieu thereof.

(2) Signing a Term Contract for a Point of Organization is not binding for a tour unless it is specifically stated on the contract or by rider. (See (A)(6) above)

(3) **Termination**. Term Contracts, except as they may be terminated in accordance with Rule 58(F), (G) and (H), REHEARSALS, Rule 32, ILLNESS OR SICK LEAVE, or paragraph (8) of the Standard Term Contract (see also Rule 60, REPLACEMENT OF ACTOR), and Rule 69(B)(4) Egregious Behavior, terminate on the date stipulated in the individual Contract of Employment, without notice, provided that a Principal Actor engaged under a Term Contract may agree to continue with the Producer after the expiration of the year or period of employment contracted for, without entering into a new contract, but from and after the expiration Actor shall be deemed to be employed under all the terms and conditions of the Standard Minimum Contract. (For Chorus Six-Month Rider, see Rule 12(C)).

(4) **Egregious Behavior**. Actors on a Term Contract or Chorus Six-Month rider may be terminated for egregious behavior.

(C) No individual employment contract may be amended except by a rider signed by the Actor and the Producer in the same manner as required for original execution. No mutual agreement to terminate shall be effective unless it be signed and approved by the Actor and Producer and a copy sent to Equity.

(D) **Just Cause**. No Actor engaged under a Standard Minimum Contract may be terminated except for just cause. (See Rule 60(A)(2) for provisions relating to inability of the Actor to perform.)

(1) Where it is alleged that the Actor is not performing as required, notice of termination may be served only if the following procedures have been observed:

(a) The Actor must have received prior written warning alleging failures to perform as required which warning must also be served upon Equity;

(b) Such written warning may be in the form of "notes" which are reduced to writing;

(c) The written warning (which may be or include "notes") shall be over the signature of the Producer, Director, Choreographer, Musical Director, Company Manager (in the case of touring companies), or other person with authority to terminate employment.

(2) The notice of termination may not be served unless the Producer, Director, Choreographer, Musical Director, Company Manager (in the case of touring companies), or other person with authority to terminate employment has seen the Actor in performance (in the case of understudies, in rehearsal or performance of the part(s) understudied) within one week prior to the date of the notice of termination.

(3) In the case of an understudy, either or both of the above notices may be based upon the Actor's work in understudy rehearsal rather than in actual performance.

(4) Following the service of the notice of termination the Actor, together with Equity, may demand a meeting with the Producer, or Producer's representative, for the purpose of reviewing the matter of the Actor's alleged failure to perform as required. Such meeting shall be held as promptly as possible after the notice of termination is given, but in no event later than one week after demand for such meeting is made. Each party may be accompanied by such other appropriate persons as it desires.

(5) In the event the matter is not satisfactorily resolved, it may be submitted by either party to Grievance and Arbitration in accordance with Rule 4.

(6) Should an arbitrator determine that the termination was without just cause, Arbitrator shall provide a remedy in accordance with the following: Damages limited to one week of actor’s minimum salary for each five weeks' employment under a Standard Minimum Contract up to a maximum payment of 15 weeks' minimum salary (based on salary at the time of termination). In no event shall damages be less than two weeks' contractual salary.

(a) In the case of an Actor employed on a Standard Minimum Contract converted from a Term Contract of less than 12 months, or from

a Six-Month Rider, credit toward the maximum 15 week payment shall be computed as follows:

(i) One week's salary for up to the first seven months' such prior service under the Term Contract or Six-Month Rider;

(ii) One week's salary for each four weeks of employment under the Standard Minimum Contract; and

(iii) If applicable, one week's salary for service in excess of seven months under a Term Contract.

In each case, the one week of salary shall be based on minimum salary at time of termination.

(b) In the case of an Actor employed under a Standard Minimum Contract converted from a Term Contract of 12 months, or more, or from a second or subsequent Six-Month Rider, credit toward the maximum 15 week payment shall be computed as follows:

(i) Two weeks' salary for the first 12 months of service under the Term contract or Six-Month Riders;

(ii) One week's salary for each three weeks of employment under the Standard Minimum Contract; and

(iii) If applicable, one week's salary for each six months of additional service under a Term Contract or a third or subsequent Six-Month Rider.

In each case, the one week of salary shall be based on minimum salary at time of termination.

To illustrate operation of this clause, if an Actor has been employed under a Standard Minimum Contract for 45 weeks, the maximum damages award would be nine weeks' salary. If an Actor has been employed under a Standard Minimum Contract for 32 weeks after conversion from a Term Contract of six months, the maximum damages award would be nine weeks' salary. If an Actor has been employed under a Standard Minimum Contract for 21 weeks after conversion from a Term Contract of 12 months, the maximum damages award would be nine weeks' salary.

(7) This rule shall be applicable commencing four weeks after the first paid public performance of the play or four weeks after an individual Actor's first paid public performance. The Rule shall be applicable to Understudies and Swings engaged after the first public performance of the play commencing five weeks after date of first employment.

70. TOURS

All rules of the Agreement and Rules Governing Employment Under the Equity/League Production Contract are applicable and binding for all National and

Tiered tours, unless otherwise expressly stated below or elsewhere in this Agreement. A touring rider, including a tentative route sheet, shall be attached to all touring contracts.

(A) **National Tours**.

All tours, except pre-Point of Organization tryouts and Tiered Tours shall be defined as National tours.

(B) **Tiered Tours**. Producers shall use best efforts to tour all qualifying shows under the appropriate Tier of this Agreement, it being understood that nothing herein shall preclude any Producer from licensing or otherwise alienating its rights.

(1) **Qualification for Use of Tiered Tours**.

(a) Only musical productions may qualify as Tiered Tours, unless otherwise approved by Equity.

(b) The production's initial itinerary for each Booking Season (as defined in (1)(e) below) shall meet the following criteria:

(i) A majority of the engagements of the tour are one week or less; and

(ii) No engagement may be longer than four weeks, except that:

(a) The production may be booked into a series that has a regular subscription series of engagements longer than four weeks. However, if it plays longer than the standard subscription weeks for that market, all Actors shall receive additional compensation equal to the difference between the minimum for their Tier and the Production Contract minimum for their category in addition to their contractual salary, only for the weeks played longer than the standard number of subscription weeks.;

(b) The production may play a longer engagement in any city outside the United States or Canada;

(c) For engagements other than those covered under (b)(ii)(a) above, a production may play Boston, Chicago, Las Vegas, Los Angeles, San Francisco, Toronto or Washington, D.C. for longer than four weeks, but in no case longer than 12 weeks. Actors earning less than three times the Production Contract minimum for their category, exclusive of all required increments, shall receive additional compensation equal to the difference between the minimum for the applicable tier and the Production Contract minimum for the Actor's category, in addition to their contractual salary. This additional compensation shall be effective after the earlier of four weeks or 32 performances and shall end at the conclusion of the engagement in such city; and

(d) If a production plays New York City, all Actors shall receive additional compensation equal to the difference between the minimum for their Tier and the Production Contract minimum for their category in addition to their contractual salary. This additional compensation shall be effective as of the first paid public performance in New York City and shall end at the conclusion of the engagement in New York City.

(c) There must be more than 40 people in the traveling company, which is defined as all Actors, stagehands, musicians, wardrobe, hairdressers, make-up artists, physical therapists, tutors, wranglers, guardians (a maximum of one per Juvenile actor), a maximum of two company managers, and a maximum of two concessionaires, who are traveling with the production. It will not be a violation of this provision if the number in the traveling company is reduced for a particular engagement(s) because people under a local Union contract are hired to satisfy local union requirements and/or local union agreements.

(d) Any League member or coordinated bargaining partner (hereinafter "League/CBP") who wishes to produce a production under the terms of a Tiered Tour shall notify Equity of its intention to do so as soon as possible, but in no event later than 90 days prior to the first rehearsal for the production. At that time, the League member/CBP shall inform Equity as to which Tier the production will be using and provide Equity with the then-current planned itinerary for the tour, the expected economic terms of those engagements, and the Producer's weekly operating budget. The original prospectus, if any, for the production, shall also be provided to Equity. A copy of the bid outlining the financial terms from the trucking company shall be included if the production plans to use the trucking cost offset described in (f) below.

Should Equity object to the production's qualification to use a Tier, it shall notify the Producer as soon as possible, but in no event later than 15 business days after receipt of all available information described above. If Equity objects, it shall do so in writing with a statement as to why it does not believe the production qualifies for the intended Tier. Failure to object in a timely manner will be a waiver of any future right to object to the use of a Tiered Tour for that production.

Any dispute over a production's qualification for a Tiered Tour will be resolved through expeditious arbitration under Rule 4(C), with a hearing held before the first available arbitrator of those named in Rule 4(B), the arbitrator issuing a decision within 14 calendar days after the date of the arbitration.

(e) The appropriate Tier shall be based on the average weekly guarantee for the 52-week period beginning with the anticipated first paid public performance (the "Booking Season"), excluding four-wall

engagements or those engagements that include middle money or similar arrangements.

(f) **Guarantees**. The production's average weekly guarantee shall be no greater than the dollar figures outlined below, plus a maximum of 10% of the Net Adjusted Gross Box Office Receipts ("NAGBOR").

Effective September 26, 2011:		**Effective October 1, 2012**:	
Tier B:	$340,000	Tier B:	$345,000
Tier C:	$324,000	Tier C:	$329,000
Tier D:	$303,000	Tier D:	$308,000

Effective September 30, 2013:		**Effective September 29, 2014**:	
Tier B:	$345,000	Tier B:	$350,000
Tier C:	$329,000	Tier C:	$334,000
Tier D:	$308,000	Tier D:	$313,000

For each person in the traveling company in excess of 60, the average weekly guarantee for purposes of determining qualification as a Tiered Tour may be adjusted by a maximum of $2,000 per week. For example, in the first year of the Agreement, a musical with 65 people in the traveling company and an average weekly guarantee of $325,000 plus 10% of NAGBOR would qualify for Tier C, not Tier B. As the guarantee is adjusted by $2,000 per traveling company member in excess of 60, with five additional travelers, the applicable guarantee is adjusted by $10,000 and the show would qualify as if its guarantee were $315,000 plus 10% of NAGBOR.

In addition, average weekly guarantee for purposes of determining qualification as a Tiered Tour may be adjusted by up to 50% of the average weekly transportation cost, for the applicable booking season, of up to 6 trucks plus 1 advance truck, if any. For example, if the average weekly transportation cost of such qualifying trucks is $7,000, a production may continue to qualify for Tier B in the first year of this Agreement if its average weekly guarantee does not exceed $343,500. ($343,500 less the $3,500 per week adjustment is $340,000, the cap on average weekly guarantee for Tier B qualification.)

(2) **Terms For Tiered Tours**.

(a) **Minimum Salary for Performance and Rehearsal**.

(i) Rehearsal salary is the Point of Organization minimum performance salary for the applicable Tier below unless a higher salary is specifically negotiated. (See Rule 58(I) for rehearsals outside Point of Organization.)

(ii) Rehearsal salary shall be limited to six weeks. After six weeks, contractual salary shall be paid.

(iii) **Performance Salary**.

Effective September 26, 2011:

	TIER B	TIER C	TIER D
Actor	$1,159	$1,049	$938
S.M.	$1,905	$1,723	$1,542
1st ASM	$1,506	$1,363	$1,219
2nd ASM	$1,308	$1,188	$1,069

Effective October 1, 2012:

	TIER B	TIER C	TIER D
Actor	$1,182	$1,070	$957
S.M.	$1,943	$1,757	$1,573
1st ASM	$1,536	$1,390	$1,243
2nd ASM	$1,334	$1,212	$1,090

Effective September 30, 2013:

	TIER B	TIER C	TIER D
Actor	$1,206	$1,091	$976
S.M.	$1,982	$1,792	$1,604
1st ASM	$1,567	$1,418	$1,268
2nd ASM	$1,361	$1,236	$1,112

Effective September 29, 2014:

	TIER B	TIER C	TIER D
Actor	$1,230	$1,113	$996
S.M.	$2,022	$1,828	$1,636
1st ASM	$1,598	$1,446	$1,293
2nd ASM	$1,388	$1,261	$1,134

(iv) **Recoupment**. Effective the week following recoupment, minimum salaries will increase by 17% as outlined below:

Effective September 26, 2011:

	TIER B	TIER C	TIER D
Actor	$1,356	$1,227	$1,098
S.M.	$2,229	$2,016	$1,804
1st ASM	$1,763	$1,595	$1,427
2nd ASM	$1,530	$1,390	$1,251

Effective October 1, 2012:

	TIER B	TIER C	TIER D
Actor	$1,383	$1,252	$1,120
S.M.	$2,273	$2,056	$1,840
1st ASM	$1,797	$1,626	$1,454
2nd ASM	$1,561	$1,418	$1,275

Effective September 30, 2013:

	TIER B	TIER C	TIER D
Actor	$1,411	$1,276	$1,142
S.M.	$2,319	$2,097	$1,877
1st ASM	$1,833	$1,659	$1,484
2nd ASM	$1,592	$1,446	$1,301

Effective September 29, 2014:

	TIER B	TIER C	TIER D
Actor	$1,439	$1,302	$1,165
S.M.	$2,366	$2,139	$1,914
1st ASM	$1,870	$1,692	$1,513
2nd ASM	$1,624	$1,475	$1,327

(b) **Health Fund**. The League/CBP contribution rate to the Equity-League Health Trust Fund, which includes contributions for Supplemental Workers' Compensation benefits, shall be $89.50 per week, per Actor, until the expiration of the Agreement.

(c) **Per Diem**.

Effective Date:

September 26, 2011:	$840/week ($120 per diem)
October 1, 2012:	$847/week ($121 per diem)
September 30, 2013:	$861/week ($123 per diem)
September 29, 2014:	$868/week ($124 per diem)

These rates shall apply for all circumstances in which Per Diem is due.

(d) **Hotel Reservations**. There will be two official housing choices offered by the Producer. For each 26-week segment of the tour as of the first week in which official company housing is offered, the average cost of a single room at the hotels designated as the official housing choices, including all applicable taxes, shall not exceed $71 ($71 effective October 1, 2012; $72 effective September 30, 2013; $73 effective September 29, 2014) per night, per Actor for the lower cost hotel in each location. If the average daily hotel cost of the lower cost hotel over a 26-week segment exceeds this "cap," the difference will be reimbursed to the Actors on a pro-rata basis for those days that the Actor stayed in the lower cost official company housing; to be paid after each 13 weeks.

For example, in the first year of the Agreement, if the average daily rate for a 26-week segment is $74, an Actor who stayed in the lower cost company housing for all 182 days of such segment would be due $3 times 182, or a total of $546, while the Actor who stayed in the lower cost company housing for 120 days would be due $3 times 120, or a total of $360.

These payments shall be made after the 13th and 26th weeks, as follows: at the end of 13 weeks, the average cost of the lower cost hotel shall be calculated for the first 13 weeks and the Actor shall be paid any overage due for that period. At the end of 26 weeks, the average cost of the lower cost hotel shall be calculated for the entire 26 week period and the amount already paid for the first 13 weeks shall be subtracted from the total overage due the Actor for the full 26 week period.

Further, if there are any weeks within a 26-week segment for which no company housing is offered (e.g., a lay-off), those weeks shall not be included in calculating the average daily rate. In such instances, the 26 weeks comprising a segment will not be consecutive.

If the final segment of the Tour's itinerary contains fewer than 26 weeks, the hotel average cap shall be calculated using the average of those final weeks.

(e) **Overage Participation**. Overage participation will begin with the first paid public performance. All Actors earning a contractual salary of less than three times the Production Contract minimum for actor as stated

in Rule 63, exclusive of all required increments, will be entitled to participate in the Producer's share of Overage, as follows:

(i) Overage shall be defined as weekly NAGBOR less the Producer's weekly guarantee (plus up to 10% of NAGBOR) and the local presenter's expenses for that week;

(ii) In weeks in which there is "middle money" to the Producer, Overage shall be calculated as if the engagement had been presented at the show's average weekly guarantee as established in determining its Tier;

(iii) When the production has a four-wall booking, Overage shall be calculated as if the engagement had been presented at the show's average weekly guarantee as established by determining its Tier after actual deductions for Presenter expenses.

(iv) **Pre-recoupment**. Each eligible Actor shall receive 0.25% of the Producer's share of Overage, in addition to Actor's contractual salary;

(v) **Recoupment**. Effective the week following recoupment, each eligible Actor shall receive 0.325% of the Producer's share of Overage, in addition to Actor's contractual salary;

(vi) The Actors shall receive Overage, if any, no later than the regular payday in the fourth week following the week for which overage is due;

(vii) Actors on vacation as provided in Rule 76 shall receive Overage. Vacation replacement Actors as allowed by Rule 76(C) shall not receive Overage

(f) **Six-Month Rider**. An Actor engaged under a Chorus contract may be signed to a Six-Month Rider in accordance with the following form:

"Six-Month Rider.

"Anything in the Standard Equity Contract of employment for Chorus of which this rider is a part to the contrary notwithstanding, it is agreed as follows:

(i) "This rider may be used only if the Chorus is paid at least the amount listed below more weekly than the minimum salary plus required payments for any and all other duties assigned to Chorus for which extra compensation is provided under Equity Rules.

Effective September 26, 2011	$66
Effective October 1, 2012	$66
Effective September 30, 2013	$70
Effective September 29, 2014	$76

(ii) "Neither party hereto may give the other individual notice of termination of this Contract prior to 24 weeks from the date of the first

paid public performance of the play, exclusive of eight weeks of an out-of-town tryout or Point of Organization Preview. At the conclusion of this 24 week period, all provisions in the Standard Minimum Contract of employment pertaining to individual notice of termination shall apply.

(iii) "If, in the 25th and 26th weeks of the Six-Month Rider, the Producer should wish to execute a second or subsequent Six-Month Rider and the Chorus consents thereto, Producer shall pay an additional increment of not less than the amount listed below for a second or subsequent Six-Month Rider. If the Chorus rejects the Producer's offer of a second or subsequent Rider, the Producer need not continue to pay the additional increment provided for in (i) and (iii) above. If an Actor on tour rejects the Producer's offer of a second or subsequent Six-Month Rider and the Actor subsequently tenders a notice of termination, said Actor's notice of termination must include two performance weeks.

Effective September 26, 2011	$33
Effective October 1, 2012	$33
Effective September 30, 2013	$35
Effective September 29, 2014	$38

(iv) "If the Chorus, during the term of a Six-Month Rider, obtains a contract to play the part of a Principal, the Producer agrees that Chorus may, upon two weeks' notice, terminate employment hereunder.

(v) "This rider shall be valid only if signed and executed by the parties prior to the first day of rehearsal.

(g) **Term Contract**.

(i) A Term Contract may be signed only if the salary is at least the amount listed below over the current minimum salary plus required payments for any and all other duties assigned to the Actor for which extra compensation is required under this Agreement. The period of such contract may be for the term or such fixed period as may be agreed by the Producer and the Actor and may include a guarantee of employment in excess of two weeks.

Effective September 26, 2011	$150
Effective October 1, 2012	$160
Effective September 30, 2013	$175
Effective September 29, 2014	$175

(ii) If more than one year is contracted for, the guarantee for the second year shall apply unless the Producer notifies the Actor and Equity by written notice not later than five weeks after the first paid public performance, that Producer will not present the play during any year

following the current one and at the same time pays the Actor any and all sums due under Actor's guarantee for each year contracted for beyond the second year. Upon such notice and payment being given and made, neither the Actor nor the Producer shall be bound hereunder beyond the term during the current year.

(h) **Understudies**.

(i) A performing Actor shall be compensated for each Principal role understudied at the rate of not less than the amount listed below per week. A General Understudy shall be compensated at the rate of not less than the amount listed below per week for each Principal role understudied over three. In no event shall a performing Actor be permitted to understudy more than three Principal roles. A General Understudy may understudy not more than five Principal roles. (This rule also applies to alternate Understudies. See Rule 73(D) for performance payment.)

Effective September 26, 2011	$36
Effective October 1, 2012	$39
Effective September 30, 2013	$42
Effective September 29, 2014	$45

(i) Any production that closes for six weeks or more and then re-opens may qualify for an appropriate Tier outlined in (B)(1) above by submitting information for Equity's review no later than 90 days prior to the first rehearsal of the re-opened production.

(i) If a production closes pre-recoupment and the production re-opens within six months, salaries and participation shall be paid at the pre-recoupment levels for the applicable Tier. The cost of remounting such production shall be added to the unrecouped capitalization of the closed show to determine when recoupment occurs.

(ii) If a production closes post-recoupment and the production re-opens within six months, salaries and participation shall be paid at the post-recoupment levels for its applicable Tier.

(j) If the tour continues for a subsequent Booking Season (i.e., without closing and re-opening), the production may, by providing information demonstrating its qualification under (1) above at least 30 days prior to the second or subsequent Booking Season, continue to qualify for a Tier, or qualify for a higher or lower Tier. The Producer shall give all Actors as much notice as possible of a change in Tier, but in no case less than 30 days' notice.

(i) Should a production qualify for a higher Tier for its second or subsequent Booking Season, the salary of each Actor whose contractual

salary is less than three times Production Contract minimum for actor as set forth in Rule 63, SALARIES shall be increased by the difference in the appropriate category minimums between the two Tiers.

(ii) Should a production qualify for a lower Tier, no current Actor's salary shall be reduced, except as set forth below.

(a) Any Actor(s) who joins the production after the change in Tier may be employed at the minimum salary for the applicable Tier. Replacement Actor(s) engaged to rehearse prior to the beginning of the new Booking Season may be contracted at the new Tier level for up to four weeks of such rehearsal.

(b) At the expiration of a Term Contract, the parties shall be free to negotiate any terms, including a reduction in weekly salary, provided such terms satisfy the minimum conditions of the applicable Tier.

(c) If the Producer gives at least 90 days' notice of a change to a lower Tier, Producer and any Actor(s) not on a Six-Month Chorus Rider or Term Contract may negotiate terms for continued employment in the new Booking Season, including a reduction in weekly salary provided such terms satisfy the minimum conditions of the applicable Tier. If an Actor declines to continue with the Production at a reduced salary after such change in Tier, upon such change the Producer will transport the Actor and baggage allowed pursuant to Rule 72 back to the Point of Organization or Place of Engagement, whichever the Actor chooses.

(iii) If a production qualifies for a lower Tier, and an Actor gives eight weeks' notice of his intent to leave the tour, the Producer will transport the Actor and baggage allowed pursuant to Rule 72 back to the Point of Organization or Place of Engagement, whichever the Actor chooses.

(iv) All other terms of each Actor's individual employment contract not inconsistent with the terms of this agreement will remain in effect.

(v) A tour cannot move from a lower Tier to the full Production Contract without the written consent of Equity.

(k) If the original itinerary or subsequent Booking Season's itinerary is less than 52 weeks, the itinerary may be extended to up to 52 weeks so long as the Producer demonstrates that the full itinerary for such Booking Season, including the extension, would have qualified for the same or lower Tier. If the itinerary within the full Booking Season would have qualified for a higher Tier, the Production shall change to the higher Tier at the time of the extension beyond the original qualifying itinerary. The Production will not be allowed to drop to a lower Tier until after the first full 52-week Booking Season as provided in the next paragraph.

(l) All Tiered Tours shall provide the following information to Equity:

(i) Weekly Box Office Statements/Settlements signed by the Producer's representative and the Presenter's representative, to the extent available;

(ii) Unaudited Profit and Loss Statements;

(iii) Audited Profit and Loss Statements, if produced;

(iv) Status Reports of progress towards recoupment, submitted quarterly or whenever delivered to others.

Weekly Box Office Statements/Settlements will be due no later than seven calendar days after the end of each fourth week of performances. Unaudited Profit and Loss Statements will be provided to Equity at the same time as when provided to the investors, but in no case later than 45 calendar days after the end of each eighth week of performances. Audited Profit and Loss Statements, if any, will be provided to Equity at the same time as when provided to the investors.

(m) Equity has the right to audit, at its expense, any production using the Tiered Tours, in accordance with standard business practices.

(3) **Most Favored Nations**. Equity has agreed to grant the League/CBP most favored nations status with regard to touring arrangements, the details of which are set forth in a side letter.

(C) **Days off**.

(1) The Producer agrees that after the first paid public performance there will be one day off in each week free of all performances and rehearsals. Such days off in each week shall be no further apart than 12 consecutive performance days. Travel to the next playing date, if necessary, will not constitute a breach of this paragraph requiring extra payment. For each performance beyond 12 consecutive performance days without a day off, the Actor shall be paid one-eighth weekly contractual salary for each such performance in addition to Actor's regular weekly contractual salary. In addition, there shall be two days free from rehearsal, performance, and travel in every 28 days commencing from the first paid public performance of the tour. These two "Golden Days" shall not be in the same work week. Producer may travel the company on three such days within each 13 week period (but not more than once every four weeks) upon payment to Actor of $100 for each such day traveled.

(2) After the first paid public performance, the Company may be called to rehearse on the day following the scheduled day off for two hours prior to the first performance of an engagement of at least one week but less than two weeks, and for one hour prior to the "half-hour" call of the first performance of an engagement of less than one week. In addition, during an engagement of two weeks or more, the Company may be called to rehearse for up to four hours on the day following the scheduled day off prior to the Official Opening

of that engagement. Such rehearsal time shall be without additional compensation but shall be charged against regular rehearsal hours.

See also Rule 61(C), REST PERIODS AND DAYS OFF.

(D) **Lay-off**. See Rule 38, LAY-OFF, for all rules relating to lay-offs on National and Tiered tours.

(E) **Performance at Point of Organization**.

(1) If a National tour or Tiered Tour is scheduled to perform an engagement of six weeks or more at its Point of Organization as part of a continuing tour, excluding the first engagement of that tour, and provided the Producer has given at least six weeks' prior notice:

(a) Actors whose permanent residence is registered with Equity as within commuting distance of the Point of Organization shall be paid Per Diem only for the first week of said engagement and not for the balance of the engagement at the Point of Organization;

(b) Actors whose permanent residence is registered with Equity as outside commuting distance from the Point of Organization shall be paid Per Diem for each week of the engagement;

(c) If such engagement becomes less than six weeks and if the tour resumes after the engagement, Producer shall pay to the Actor all unpaid Per Diem in accordance with Rule 63(B).

(2) If the Point of Organization is announced as the scheduled final stop on a National tour or Tiered Tour more than one week prior to that engagement, Per Diem is not required to be paid during that engagement.

However, if the Point of Organization engagement is announced as the final stop on the tour less than one week prior to the beginning of that engagement, Per Diem will not be paid to any Actor for any week after closing notice has been given to the Company, provided each Actor receives at least one week of Per Diem during the engagement at the Point of Organization.

(F) **Performances**.

(1) For any performance in excess of eight performances in any week, Actor shall be paid two-eighths of Actor's contractual salary. However, in no event may more than eight performances be scheduled on a regular basis without Equity's prior written consent. (See also Rule 51, PERFORMANCES LOST.)

(2) **7 and 9**

(a) A National tour may schedule seven performances in one week and nine performances in a contiguous week of an engagement of two weeks or longer provided, however, that there is a "Golden Day" between the two weeks and a "Golden Day" immediately following the nine performance week. No additional compensation will be required for the

ninth performance. (See Rule 61(C)(1), REST PERIODS AND DAYS OFF for the definition of “Golden Day”.)

(b) A Tiered tour may schedule seven performances in one week and nine performances in a contiguous week as above or in two different engagements provided that there is a “Golden Day” between the two weeks and a “Golden Day” immediately following the nine-performance week and that there is an additional daylight day of rest during the nine-performance week. These Golden Days, when the engagements are in more than one city, may not be “bought back” under Rule 70(C)(2). No additional compensation will be required for the ninth performance (See Rule 50(C)(2)(d), PERFORMANCES.)

(3) No more than five performances shall be given in any three day period unless the Actor is paid one-eighth of Actor's contractual salary for any performance in excess of five in said three days in addition to Actor's weekly contractual salary. If two or more performances are given on the next succeeding days the Actor shall be paid said additional salary for each such performance.

(4) The day off must be identified on the itinerary in each week of employment and Actor will have not less than two weeks’ written notice of any change of scheduled day off, except as provided in Rule 51, PERFORMANCES LOST.

(5) The Producer may alter the performance schedule upon not less than one week’s written notice, provided that the scheduled day off is not altered with less than two weeks’ notice.

(6) A performance may be scheduled as early as 11:00 a.m. without additional compensation provided that:

(a) It is not the first performance of the week;

(b) Curtain down of the previous evening’s performance is no later than 11:00 p.m.;

(c) The span of day does not exceed 10 hours unless the early curtain is for a student matinee;

(d) The show call (inclusive of normal make-up, warm-up or other pre-show prep) is the first call of the day (i.e., there can be no rehearsal or publicity calls prior to ½ hour).

(7) Curtain time may be modified by up to one hour at any time with no notice.

See also Rule 50, PERFORMANCES.

(G) **Rehearsals Substituted for Performance**. After the first paid public performance on tour, rehearsals may be substituted for performance during any

week in which fewer than eight performances are given and provided that all rest period and days off requirements have been met.

(1) One rehearsal may be scheduled for each performance fewer than eight during a week. However, no more than three such rehearsals may be scheduled during a week.

(2) The length of each such rehearsal shall be limited to the running time of the performance plus half-hour which it replaces and shall be in addition to all rehearsal otherwise permitted and shall be without additional compensation.

(3) In the first week of an engagement of two weeks or more:

(a) Rehearsals called on the day after the day off, in accordance with (C)(2) above, may begin at 4:00 p.m. and under this provision will not require additional compensation provided that the rehearsal time does not exceed the hours permitted in (C)(2) above plus running time plus half-hour.

(b) Producer may call rehearsal as early as 1:00 p.m. on the day after the day off provided that Actor is compensated at one and one-half times the overtime rate for each hour or part thereof Actor rehearses prior to 4:00 p.m.

(c) Any hours of rehearsal beyond those outlined in (a) above which occur after 4:00 p.m. will be compensated at the straight overtime rate.

(4) Proper rest breaks per Rule 58(D)(2) must be given;

(5) In no event may the rehearsal day be longer than eight hours, exclusive of rest periods required after five hours of work.

(H) The Producer shall use his best efforts to conduct understudy rehearsals at least every four weeks. (See Rule 58(J)(3)).

(I) The Producer shall furnish a board which shall travel with the company and which shall list, in alphabetical order, the names of all Actors, including Stage Managers, Understudies and Swings employed in the Production. Cast changes will be announced in accordance with Rule 11, CHANGES IN CAST.

(J) The Producer shall carry a sufficient number of program inserts similar in nature to the title, credit page and the "cast in order of appearance" page of a standard theatrical program (Playbill) denoting correct billing and parts played by the cast so that if the programs at the location the company is playing are incorrect or no program is provided, then these inserts shall be provided to the patrons. (See Rule 7, BILLING.)

(K) **Stage Managers**. All the conditions of Rule 68 shall apply to Stage Managers with the following exceptions:

(1) When necessary, the Stage Managers may be required to travel on a crew bus. Such bus shall have a separate bunk for each Stage Manager and shall be otherwise equipped in accordance with Rule 72(C)(1). Travel time on such bus can be considered as part of the rest period. In no case shall the driver of such vehicle be the Stage Manager or an Assistant Stage Manager.

(2) In the event of emergency only (such as the breakdown of the crew bus), Stage Managers may be conveyed by safe, alternate means from one stop to the next. Such alternate means of transportation may not be used for more than two moves in any period of 14 days without penalty; the third and each subsequent use for a similar emergency shall be compensated at the rate of $150 per move in addition to any overtime that may be required. The Stage Managers shall be covered by the insurance provisions of Rule 72(C)(6) if such alternate means of transportation is utilized.

(3) On Tiered Tours, during each week in which there is a load-in, all Stage Managers shall receive an increment of not less than $30. The 2nd Assistant Stage Manager minimum salary has been increased by $50 per week effective as of September 26, 2011.

(4) When the schedule does not provide, within a calendar week, a day off for any member of the Stage Managerial staff for any reason such as, but not limited to, travel (except as permitted for the entire company), take-out or take-in of a production, performance, rehearsal, audition and/or interview, said Stage Manager shall be compensated at not less than an additional one-sixth of contractual salary for each such day off not available.

(L) Picture calls may be scheduled for one hour per week outside of regular rehearsal hours to the extent reasonably required to comply with Rule 7(D). This time, if not used, may be accumulated up to a maximum of three hours, from week to week. Such picture calls shall be without additional compensation unless more than three hours are used, in which event overtime shall be payable for each hour or part thereof used in excess of three hours.

(M) **Local Information**. At the commencement of each engagement on the tour (excluding “one-nighters”), Actors shall be advised where to find the following: laundry facilities, drug stores, doctors, local transportation, grocery stores, and restaurants that will be open after performances.

(N) **Transportation and Baggage**. See Rule 72, TRANSPORTATION AND BAGGAGE, for all provisions relating to transportation and baggage.

(O) See also Rule 58(C)(1)(b), Rehearsal Salary.

71. TRANSFER TO PRODUCTION CONTRACT

It is the intent of the parties that this rule shall apply to situations in which a Producer, who has a financial or controlling interest in a play (see paragraph (C) below), uses the facilities of a LORT theatre (at least in part, in lieu of rehearsal and/or out-of-town tryout under this Agreement) to develop the play in contemplation of producing it

under this Agreement. It is not intended to apply to plays produced by a LORT theatre and thereafter transferred to a first class theatre by the LORT theatre. (Note: This Rule is now applicable to all Equity Contracts as set forth in (F) below.)

(A) **Conversion Payments and Guarantee of Employment**.

(1) This paragraph shall apply to a production under the League of Resident Theatres ("LORT") Contract in which a Producer has a financial or controlling interest as of the commencement of the rehearsal period under the LORT contract and which is transferred to or produced on Broadway, in another First Class Theatre, or on a First Class National or Tiered Tour within three years of the first day of rehearsal under the LORT Contract by the same Producer or by a producing entity in which the Producer has a financial interest. It shall not apply to any production under the LORT contract, in which the Producer did not have a financial or controlling interest as of the date of the commencement of the rehearsal period under the LORT Contract.

(2) In the event that a production covered by this paragraph closes under the LORT Contract and is transferred by the same Producer, or by an entity in which the Producer has a financial interest, to Broadway, another First Class theatre, or to a First Class National Tour within the time period specified in (A)(1) above, all Actors in the production engaged under the LORT Contract must receive a bona fide written offer to perform the same role or function that they performed in the LORT production.

(a) If such bona fide offer is not made, the Actor shall be compensated in lieu thereof in the amount of four weeks' contractual LORT salary or four weeks' minimum salary stated in this Agreement (as of the date that the role or function performed by the Actor is first offered to another Actor), whichever is greater.

(b) The Producer is obligated to offer employment, or to provide compensation in lieu of such an offer, to each Actor (including Understudies and Stage Managers) engaged in the LORT production, even if the role or function has been eliminated from the Production Contract production.

(c) However, if the Actor who originally performed the role or function under the LORT Contract is out of the production for a period of one month or more before it is transferred to Broadway, or goes on tour, (or, if the production is not transferred immediately, one month or more before it closed under the LORT Contract), the Producer may, as an alternative, offer the role to any Actor who has performed or is performing the role or function. Only one of the Actors must be offered employment or compensation in lieu thereof.

(d) In the event a Producer has a financial or controlling interest in a play which is produced at more than one LORT Theatre and more than one Actor has played a given role, the Producer may offer the role to any

Actor who originated the role, or any replacement who qualifies per paragraph (c) above, at any of the LORT theatres where the Producer had a financial or controlling interest. If no offer is made, the compensation set forth in (a) above shall be divided equally among the Actors who originated the role at each LORT Theatre.

(e) If an Actor accepts a role or function different from the one performed in the LORT production, the Actor may agree with the Producer to waive the payment in lieu of an offer to perform his original role or function.

(f) If the Stage Manager in the LORT production does not qualify for the position according to the qualifications set forth in Rule 68(J)of the Production Contract, the Producer may offer the Stage Manager the position of Assistant Stage Manager and may consequently "downgrade" the offer made to the LORT Stage Manager's assistant(s).

(g) If the Producer chooses to provide compensation to the LORT Stage Manager(s) in lieu of the offer of employment, the compensation will be at the comparable category under the Production Contract. If, however, the Stage Manager does not qualify for the offer of Stage Manager under the Production Contract, he may be compensated at the Production Contract rate for First Assistant Stage Manager.

(h) The payment provided for in this paragraph shall be in lieu of any conversion or similar payment required by this Agreement.

(3) In the event that a production covered by this paragraph closes under the LORT Contract and is transferred to or produced by the same Producer on Broadway, in another First Class Theatre, or on a First Class National or Tiered Tour within the time period specified in (A)(1) above, each Actor who is engaged in the First Class production pursuant to an offer made under sub-paragraph (A)(2) above shall be guaranteed a total of five weeks' employment (rehearsal and/or performance) in the First Class production or payment in lieu thereof.

(a) The guarantee of employment provided for in (A)(3) above shall include any guarantee of employment and/or notice period (whether company or individual) provided for elsewhere in this Agreement or in Actor's individual contract and shall not be in addition to any other guarantee of employment or payment in lieu of notice otherwise provided for.

(b) All salary payments received by Actor with respect to the First Class production (e.g., whether for rehearsal, performance, in lieu of notice, or pursuant to a guarantee provided for elsewhere in this Agreement or in Actor's individual contract) shall be applied to offset and reduce Producer's obligation under (A)(3) above.

(c) For each week fewer than five weeks for which Actor is paid salary for rehearsal or performance, or receives salary under another provision of this Agreement or a term of Actor's individual contract, Actor shall be paid the applicable minimum rehearsal salary for Actor's own category.

(B) **Notice of Financial Interest**.

(1) This paragraph shall apply only to a production under the LORT Contract, in which a Producer has a financial or controlling interest as of the commencement of the rehearsal period under the LORT Contract, or obtains a financial interest during the engagement under the LORT Contract and which is transferred to or produced on Broadway, in another First Class Theatre, or on a First Class National or Tiered Tour by the same Producer, or a producing entity in which Producer has a financial interest, within the same season (i.e., July 1 through June 30) as the last performance under the LORT Contract or within six months of the last performance under the LORT Contract, whichever is longer. It shall not apply to any production under the LORT Contract in which the Producer did not have a financial or controlling interest.

(2) A Producer who has a financial or controlling interest in a production to be presented under the LORT Contract shall notify Equity in writing of the existence of such interest no later than 10 calendar days before the commencement of the rehearsal period under the LORT Contract. If Producer acquires a financial interest in a production during the course of the engagement under the LORT Contract, Producer shall notify Equity, in writing, within 10 calendar days of acquiring such interest.

(3) If Producer fails to give such notice and if the production is transferred to or produced on Broadway, in another First Class Theatre, or on a First Class National or Tiered Tour within the time period specified in (B)(1) above, by the same Producer, or by a producing entity in which the Producer has a financial interest, Producer shall be liable for the following: the difference, if any, between the contractual salary of each Actor in the production under the LORT Contract and the minimum salary stated in this Agreement (as of the commencement of the rehearsal period under the LORT Contract) for each week of rehearsal and for up to a maximum of three weeks of performance under the LORT Contract. In no event however, shall Producer be required to make such payment for any week of rehearsal or performance that occurred before the date on which Producer acquired a financial or controlling interest in the LORT production.

(C) For purposes of this Rule, a "financial interest" in a play produced under the LORT Contract shall be defined as an option to produce a First Class or National or Tiered Tour production of the same play under this Agreement. A "controlling interest" shall be defined as the exercise of artistic control over a production of the play by a Producer (in a capacity other than author, director, choreographer, musical director, or designer) in contemplation of obtaining an

option to produce a First Class production of the play. "Artistic control" shall include, but shall not be limited to, hiring or directing the hiring of the director, choreographer, musical director, designers, or cast. "Financial or controlling interest" shall not include financial contributions, whether for general or specific purposes, made to a LORT Theatre by a Producer. Nor shall it include rights reserved by the author of a play, or the author's exercise of control over a production of his own play.

(D) This rule shall apply only to the first production of a play under this Agreement. It shall not apply to plays, including revivals, previously produced under this Agreement unless the Producer had a financial interest in and an artistic control over the LORT production.

(E) Nothing in this rule is intended to or shall be construed to increase the security or bond that would otherwise be required to be deposited with Equity by a Producer under Rule 65.

(F) **Other Contracts Covered By Transfer Requirements**. This Rule shall also apply to situations in which a Producer who has a financial or controlling interest in a play (see definition in (C) above) uses the facilities of a theater covered by any Equity contract and expressly excluding Staged Readings, Workshops and Showcases (see Rule 66, SHOWCASE PRODUCTION (NEW YORK AND CHICAGO)/LOS ANGELES 99-SEAT THEATRE PLAN/BAY AREA PROJECT POLICY: CONVERSION FROM), except that for productions transferred from a theater other than a LORT or WLCO theater:

(1) the three-year period in (A)(1) above shall be a two-year period; and

(2) the amount payable under (A)(2)(a) above shall be two weeks' minimum salary under this Agreement or two weeks' minimum salary under the applicable Agreement, whichever is greater.

(3) Any WCLO productions where any contracts were issued prior to the ratification of this Agreement will be subject to (1) and (2) above.

(G) **Payments After Recoupment**.

(1) In the event a production covered by this Rule ("transferred production") is produced under the Production Contract and is subsequently certified by SSDC to have recouped 125% of its capitalization ("recoupment"), the Producer shall pay a one-time bonus of $1,000 to each Actor who was in the closing company prior to the Production Contract show, whether or not the Actor signs a contract for the subsequent Production Contract show. In addition, any Actor who was in the closing company prior to the Production Contract production and who either (a) remains with the Production Contract company until such time as the 125% recoupment is achieved, or (b) completes his/her first term (on Principal term contract or Six-Month Chorus rider) will receive an additional $1,000 at such time as the Production Contract company recoups 125% of its capitalization.

72. TRANSPORTATION AND BAGGAGE

(A) **Actor's Transportation**.

(1) The Actor shall travel with the company by the most comfortable and expedient form of transportation as reasonably determined by the Producer. Travel time is deemed to be consecutive and all lay-overs, except in the case of bus travel, shall be a part of travel time. The Producer shall, at Producer's own expense, transport the Actor when the Actor is required to travel, including initial transportation from Point of Organization or Point of Engagement to Point of Opening and from Point of Closing to Point of Organization or Engagement. Should any performance be lost through unavoidable delays in travel, said lost performance shall be compensated for as provided in Rule 51(A).

(2) Upon the production's closing, it shall be the Actor's option to be transported to the Point of Organization or Place of Engagement. In the event that Actor chooses to travel at a time or by means other than that provided by the Producer, the Producer shall pay money in lieu of transportation in the dollar amount of the transportation provided to the cast traveling on the Company transportation provided that Actor is advised by individual written notice in advance of being offered Actor's choice of travel arrangements, including the value (if any) of the return ticket. Such notice will be not less than seven days in advance of the Company transportation. Actor will be entitled to expense reimbursement as provided in Rule 63(C)(2) only if Actor chooses to travel on the Company transportation.

(3) **Night Travel**. Night travel shall be deemed to be travel between the hours of 10:00 p.m. and 6:00 a.m. and shall only be permitted with the written consent of Equity. (See Rule 72(D) for special regulation regarding railroad transportation.) Application may be by letter, telephone or FAX, and after consultation with the Company. Confirmation from Equity, if permission is granted, shall be in writing.

(4) **Travel Hours**. The Producer shall submit to Actors' Equity Association a detailed routing of any proposed tour based on the following schedule of maximum hours and mileage per each day of travel:

National, Pre-Point of Organization and Tiered Tours:

Double performance days	3 hours
Single performance days	7 hours
Non-performance days	9 hours

(a) Travel time shall be limited to 35 hours per week. Thereafter, overtime travel shall be in accordance with paragraph (5) of this Rule.

For all tours, if air travel is utilized, the rest period may be reduced up to two hours should it be necessary. However, if such

reduction of the rest period is taken, there shall be a reduction of one and one-half hours in allowed travel time on one performance or non-performance days for each one hour the rest period is reduced.

(b) For Alaska and Hawaii, restrictions on travel hours, per (A)(4) above shall be waived. It is agreed that Actor, upon arrival, will be immediately transported to his lodging. The Actor's 12 hour rest period shall be extended by no less than two times the amount of time over the hours provided in (A)(4) above. In no event shall such rest period be less than 24 hours. In the event the production requires a rehearsal, photo or press call which will invade this rest period, it is agreed that this call will not be made until 24 hours from the time of arrival at Actor's hotel. The first call will be no more than four hours in length followed by a 12 hour rest period thereafter. The Actor will be entitled to one additional vacation day (to be used in accordance with Rule 76, VACATIONS) in the event of such a call.

(5) **Overtime Travel**. If the applicable travel time set forth in (4) above is exceeded, the Producer shall pay each Actor involved overtime for each hour or part thereof as follows:

National and Tiered Tours:

September 26, 2011: $37.

Overtime travel on a two performance day shall be paid at double overtime which may be calculated in half-hour segments. Overtime travel shall be limited to one hour on performance days and two hours on non-performance days. Payment of any overtime due shall be included with the salary payment of the week following the week during which the overtime travel occurs.

(6) **Travel Time; Calculation of**. Travel time shall commence and be computed from the time the Actors are scheduled to depart from the first Actor's hotel until the time the last Actor's hotel is reached at the city of destination.

(7) After closing, all provisions of this section will be in full force and effect while returning to Point of Organization.

(B) **Air Transportation**.

(1) The Actor shall not be compelled to travel by air without Actor's written consent. Such written consent must be obtained at the time of signing of the contract and shall be binding for the duration of the contract.

(2) If air travel is consented to by the Actor, it must be on FAA certified and scheduled first-class airlines, including chartered flights on such air-lines and not on non-scheduled or private airlines. The cost of baggage transportation will be borne by the Producer, as set forth in (F) below. However, the Producer may transport the Actor’s baggage in excess of the airline’s free

allowance by some alternate method of transportation, subject to the provisions of (F) below.

(3) The Producer agrees to reimburse the Actor for the premium cost of air travel insurance purchased by the Actor up to the amount of $150,000. If the itinerary includes more than four stops by air, the Producer shall provide each member of the company with a recognized air travel insurance policy effective from commencement of the first flight of the tour through the final flight at the conclusion of the tour. In the event of a delay in travel, the Producer, if the Actor is traveling other than first-class, agrees to pay such costs as are normally paid for by the airline for first-class passengers.

(4) When air travel is required, the Producer shall assume ground transportation costs between the airline bus terminal (or normal pick-up station in the city) and the airport. The Producer may designate the means of ground transportation.

(5) Coast to coast flights will be non-stop if Actor is traveling on Actor's day off and will otherwise be limited to not more than two stops. If there are no scheduled non-stop coast to coast flights on Actor's day off, one stop will be permitted.

(6) Travel time shall not include up to one-half hour of time lost due to accident or other unforeseeable conditions. However, if such time lost exceeds one-half hour, all time will be included in calculation of travel time. Any overtime due under this rule after the first hour shall be calculated in half-hour increments.

(C) **Bus Transportation**.

(1) **Comfort and Safety**. The Producer agrees that the bus shall be equal in comfort, condition, and safety to those used by first-class long distance bus companies, except where the bus is used for airport and local transportation. The bus driver shall obey traffic regulations, and speed and safety rules of cities and states. The driver of such vehicle must conform to the applicable federal regulations. The bus shall be in good mechanical condition and shall provide the following accommodations and safety devices which shall be in good working order:

(a) Air-conditioning and heating.

(b) 34 inches between seats (back-to-back in upright position), reclining seats and foot rests which shall be adjustable. In buses where wheel-wells protrude into foot space, Producer shall not assign the affected seat to Actors on a single seat basis.

(c) Toilet facilities.

(d) Cold drinking water and paper cups.

(e) Separate luggage quarters.

(f) A speedometer and odometer which must be operative at all times. If immediate attention is not given to the repair of a speedometer or odometer malfunction, Equity may require a change of bus.

(g) Should there be more than two mechanical breakdowns in a one month period, Equity shall have the right to require the Producer to furnish a different bus.

(h) Clean windshield and windows.

(2) **Smoking**. During trips of two hours or less, there shall be no smoking on the bus. On trips lasting longer than two hours, if only one bus is being utilized, there shall be no smoking on the bus, but there shall be a 15 minute rest stop after the first two hour period and every two hours thereafter. The 15 minute rest stop shall not be charged as travel time, but any time over that, if used by management, will be charged as travel time. The time taken up by the smoking rest stops cannot create a penalty situation. When two buses are utilized, one may be designated a "smoking" bus.

(3) The following services shall be provided at no additional cost to the Actor:

(a) Loading and unloading baggage onto or from the bus.

(b) Sweeping the bus at least once a day.

(c) Delivering the bus at least one-half hour prior to departure times for luggage loading.

(4) The conditions of (1) and (3) above shall be set forth as a rider to the Producer's contract with the bus company.

(5) Scenery and physical props of the company shall not be transported by the same vehicle(s) transporting Actors. Permission to travel scenery and props on the company bus in small companies shall not be unreasonably withheld by Equity. An automatic exception to this rule may be made should there be a truck breakdown. However, such exception shall not be automatically granted if breakdowns exceed three per year.

(6) Producer shall obtain and pay for Travel Accident Insurance of at least $150,000 to cover each Actor engaged hereunder.

(7) **Routing**. The Producer shall submit to Equity and the Actor a route sheet which shall specify places of performance, mileage between cities, and estimated hours. Said route sheet shall be submitted prior to the commencement of the tour. Subsequent route sheets shall be submitted to Equity and the Actor as bookings are arranged. The Company Manager or other representative of the Producer shall travel with the Company on the bus at all times.

(8) **Travel Time; Calculation of**. Travel time shall commence and be computed from the time the bus is scheduled to depart from the first Actor's

hotel until the time the last Actor's hotel is reached at the city of destination. The Actor shall be prompt for all bus calls and shall make Actor's baggage available for loading at least 15 minutes prior to the scheduled departure time. If an Actor is responsible for a delay at any time, such delay shall not be counted as part of the travel time of the Company. If Actors are lodged at more than one hotel, the Producer, for the convenience of the Acting Company, shall schedule a pick-up at each hotel. However, upon arrival in town or at the destination, the time traveled from the last Actor's hotel to the theatre in excess of 30 minutes shall be counted as part of travel time of the Company.

When a trip is made to a restaurant after arrival at the hotel and before arrival at the theatre, then the total time traveled returning from the theatre to the last hotel shall be used to compute this excess.

(a) Travel time shall not include time lost due to accident or other unforeseeable conditions on the road or going through Customs at International Borders.

(b) Time required to deal with traffic violations of the bus driver or bus, refueling, or altering equipment on the bus to comply with comfort and safety regulations of (1) above shall be computed as travel time.

(c) **Time Lost; Rest Period Reduced**. For National and Tiered tours, where there occurs a measurable loss of time in travel from one town to another because of accident, unforeseeable conditions or official inspection at International Borders, such lost time may be used to reduce the required rest period set forth in Rule 61(C)(2).

(d) There shall be a minimum of one 10 minute comfort stop during each two hours of travel unless the bus has lavatory facilities. The first 10 minutes of such comfort stops shall be deemed part of travel time. Time beyond the first 10 minutes, if any, shall not be deemed part of travel time.

(e) **Meal Stops**. Within the first four hour travel period, there shall be a meal stop of not less than one hour. However, if arrival at the hotel can be reasonably made within the first five hours, no meal stop will be required. After this first stop, meal stops shall occur at intervals not to exceed five hours. If, however, the trip does not commence until after 12:00 noon, the first meal stop need not occur for five hours. The actual time utilized for such meal stops shall not be considered part of the travel time.

(9) The bus, upon arriving at its destination, will first deliver the Actors directly to their hotels. The Actors may be delivered instead to the theatre due to a shortage of time or other contingency. In that event, the bus shall transport them to their hotels after the performance or rehearsal as the case may be, and shall leave the theatre when all Actors are ready to be transported to the hotels. The time of the bus's departure should not be later than 30 minutes after the final curtain. Should the Producer delay the

departure of the bus from the theatre beyond 30 minutes, the actual departure time of the bus shall mark the beginning of the time for the required rest period. Where a public bus is used in an emergency or under other conditions with the consent of Equity, the provisions of this paragraph shall not apply.

(10) When a show is not playing at its own Point of Organization and the theatre is more than one-half mile from the hotel, transportation to the theatre and return after the performance will be furnished at the Producer's expense.

(11) On a two performance day, if there are no restaurants within one-half mile from the theatre, Producer will provide, at Producer's option, either round trip transportation for the Actors to a restaurant between performances or will arrange for a meal to be delivered to the theatre between performances. Such meal will be paid for by the Actor.

(12) **Rest Periods**. There shall be not less than an 11 hour rest period between the final curtain on any night and the bus call for the next day's travel. Time traveled after performance from the theatre to the first hotel in excess of 20 minutes shall be added to the 11 hour rest period. For National and Tiered tours, if travel the following day will be by bus or other over the road transport, eastward across a time zone boundary, then the rest period between the final curtain (or termination of travel) on the previous day and the bus call on the next day may be reduced one hour without penalty so that the bus call on the following day may be one hour earlier than would otherwise be permitted. Total travel hour limitations and required breaks must be observed.

(13) **Bus Log**. The Producer shall cause to be kept an accurate and complete bus log which shall not be prepared by a member of the Equity Company. The Deputy will initial the log daily indicating only that the Deputy is aware of the figures entered. At the end of each week, the Company Manager shall provide the Deputy with two copies of said log. The deputy shall file one copy with Equity together with any comments deemed appropriate.

(D) **Rail Transportation**.

(1) Day coach transportation for the Company is limited to 10 hours. If the train schedule requires transportation in excess of 10 hours or after 10:00 p.m., a roomette single occupancy sleeping accommodation shall be furnished each Actor.

(2) Should the Producer present proof satisfactory to Equity that roomette single occupancy sleeping accommodations could not be obtained, Producer will negotiate with Equity accommodations or compensation in lieu thereof for the Actor.

(3) Travel time shall not include up to one-half hour of time lost due to accident or other unforeseeable conditions. However, if such time lost

exceeds one-half hour, all time will be included in calculation of travel time. Any overtime due under this rule after the first hour shall be calculated in half-hour increments.

(E) **Company Traveling as a Unit**. When the Company travels as a unit, the Company Manager or other representative of the Producer shall travel with the Company at all times, shall be at the hotel used by the majority of the Acting Company at check-in and check-out, and shall be accessible to the Acting Company at all reasonable times while the Company is on tour.

(F) **Baggage**.

(1) **Transportation of Baggage**.

(a) The cost of baggage transportation not to exceed 200 pounds shall be borne by the Producer, except in the case of Pre-Point of Organization Tours and National Tours with the majority of engagements of more than one week when the baggage shall not exceed 400 pounds.

(b) The Producer may limit to 100 pounds the amount of baggage the Actor may transport on the plane as checked baggage (50 pounds per bag for two bags). Any cost resulting from baggage being greater than 50 pounds per bag shall be borne by the Actor.

(c) The Producer may provide one or more containers with a capacity of at least 100 pounds, or 300 pounds for Pre-Point of Organization Tours and National Tours with a majority of engagements of more than one week, for each Actor’s additional belongings, to be transported separately.

(d) **Access to Containers**.

(i) On Pre-Point of Organization Tours and National Tours with a majority of engagements of more than one week, the Actors will be provided access to these containers no less frequently than at the beginning and again at the end of engagements of 14 days or less. On engagements of more than 14 days, the containers shall be delivered to Actor’s lodging provided Actor’s lodging is one of those posted per Rule 31 HOTEL RESERVATIONS, or the Actor is residing within 10 miles of the theatre.

(ii) On all other tours, the Actor will be provided safe and unimpeded access to these containers no less often than at the beginning and again at the end of each engagement, and in no event shall Actor be without access to containers for more than 14 days.

(e) The Producer will reimburse the Actor for actual expenses incurred up to $60 each way in the transportation of personal luggage from the Actor's apartment to the pick-up point at the Point of Organization and, at the conclusion of Actor's engagement, from the drop-off point to Actor's apartment.

(f) The Producer agrees to transport at least two full-sized suitcases, plus two pieces of hand luggage which fit in overhead luggage racks (subject to airline restrictions on carry-on hand luggage and 72(F)(1)(b) above). Make-up kits and rehearsal clothes shall not be included in this limitation and may be transported separately by the Producer. In addition, the Producer agrees to arrange for shipment to and from the Actor's residence, reasonable wardrobe changes necessitated by change of seasons during a tour.

(g) When an Actor is permitted, and elects, to travel on Actor's own while away from Point of Organization, Producer shall have no responsibility regarding transporting Actor's baggage, or for any costs associated with the transportation of Actor's baggage, under this Rule.

(2) **Baggage Containers On Pre-Point of Organization Tours and National Tours in which the Majority of Engagements are Longer than One Week**.

(a) On tours that began prior to June 30, 2008, Actors employed as of September 9, 2008 shall have the right to continue to use their existing trunks, and the size of such trunks may be limited to 90 linear inches (calculated as length plus width plus height).

(b) The Producer may limit the total amount of baggage per Actor to 400 pounds (including the trunk indicated in (a) above) and may limit to 100 pounds the amount the Actor may take on the plane as checked baggage. On tours that begin after June 29, 2008, or for Actors joining a tour after September 9, 2008, the Producer may provide uniform container(s) for Actors' baggage that is transported by truck, with a total capacity of at least 300 pounds of belongings.

(c) Whether the Producer is subject to this paragraph (2) shall be determined when the Producer provides the tour's initial itinerary to Equity at the time of bonding.

(i) If at any time thereafter the tour's itinerary demonstrates that the majority of the production's future engagements are one week or less, the Producer shall not be subject to this provision for Actors joining the tour. For the change to be effective the Producer must first provide a copy of the revised itinerary to Equity at least two weeks prior to any change.

(ii) Notwithstanding the above, the Producer must continue to transport the 400 pounds of baggage of any Actor who joined the tour prior to such time.

(iii) Should Equity believe that the tour itinerary continues to subject the production to this provision for Actors thereafter joining the tour, Equity may invoke the expedited grievance and arbitration procedures under

Rule 4 of the Agreement within one week of its receipt of the Producer's revised itinerary.

(iv) It is the intention of the parties that the two week notice period and the expedited arbitration procedure will insure that an arbitration decision is reached before the date of the proposed change in determination so that no Actor, nor the Producer, will be disadvantaged if there is a dispute about the determination.

(d) **Trunk/Container Pick-up/Return**. If Actor's residence is within the distance outlined in (d)(i) below, the Producer will either pick-up the Actor's trunk/container at the door of the Actor's apartment or room and transfer it to and from the station or theatre at the Point of Organization and return Actor's trunk/container to the door of Actor's apartment or room at the conclusion of Actor's engagement or Producer will reimburse the Actor for such transportation anywhere in the metropolitan area of the Point of Organization up to $40 each way. If Actor's residence is not within such distance, Producer will reimburse the Actor for such transportation as outlined herein.

(i) Distances: in New York, within a 10 mile radius of Columbus Circle; in Chicago, within a 10 mile radius of the Tribune Tower; in Los Angeles, within a 20 mile radius of Hollywood and Vine; in San Francisco, within a 10 mile radius of Union Square.

(ii) Payments will be made in the week said expense is incurred by the Actor.

(G) **Mail**. Producer agrees to forward first-class mail to Actor on tour if Actor's mail is brought or sent to Producer's office.

73. UNDERSTUDIES

Except as provided in paragraph (K) below, the Actor shall not be permitted to understudy unless Actor's Contract so provides.

(A) All parts for which contracts are issued, except parts of stars and "bit" players, shall be covered by Understudies. Nothing contained herein shall require Chorus to be understudied.

(B) A performing Actor shall be compensated for each Principal role understudied at the rate of not less than the amount listed below per week. (For Tiered Tours, see Rule 70(B)(2)(h), TOURS.) A General Understudy shall be compensated at the rate of not less than the amount listed below per week for each Principal role understudied over three. In no event shall a performing Actor be permitted to understudy more than three Principal roles. A General Understudy may understudy not more than five Principal roles.

Effective September 26, 2011	$40
Effective October 1, 2012	$45
Effective September 30, 2013	$45
Effective September 29, 2014	$50

(C) Where there are non-enumerated Understudies, the Producer must indicate by contract rider, at the time the original contract is executed, that there may be more than one Understudy for the Understudy part contracted and that the Understudy will perform at the Producer's discretion. When a Principal Actor has given advance notice of a leave for vacation or any other purpose, Producer shall provide, absent extraordinary circumstances, two weeks' notice to said Understudies and post which Understudy will be performing for the Actor on leave.

(D) **Payment for Performance**.

(1) No Understudy shall perform in a Principal part to which said Understudy is assigned without additional compensation.

(a) Payment of one-eighth of an Actor's own contractual salary shall be made to the Understudy for any performance in which the Actor appears in the capacity of an Understudy to a Principal.

(b) A cast member understudying a Star billed over the title, if receiving less than $300 over minimum, shall be paid at least $300 for each performance given in place of the Star.

(E) Understudies shall be present at each performance unless the Producer otherwise consents.

(F) Understudies must be hired not later than one week before the first paid public performance for road tours and two weeks after the first paid public performance for pre-Point of Organization tryouts or previews where the show is opening "cold" at the Point of Organization.

(1) Understudy of Principal parts assigned to Chorus must be so assigned on new contracts or riders and salary adjustments made no later than two weeks after the first paid public performance of the production or at the time of the Official Opening, whichever is earlier.

(2) Where the contract of a Chorus is amended so that additional compensation is agreed upon based on the assignment of understudy work, the Producer may, within two weeks of the first paid public performance at Point of Organization, withdraw said understudy work and additional compensation and assign said understudy work to another Chorus. The foregoing shall not apply where understudy work and compensation therefor is part of the original contract of employment.

(3) For Principal Actors, see Rule 16(D), HIRING "AS CAST".

(G) The Producer shall provide Understudies with script and music. No Understudy shall be required to perform a role or part until one week after Understudy has received this material and until Understudy has had at least one rehearsal in the entire role or part assigned. However, Understudy may read the role or part or may perform it if able and willing. (See also Rule 58(K)).

(H) If a Chorus understudies a Principal Actor, the Chorus' name and the part understudied shall be listed in the program. (This shall also apply to alternate Understudies.) (See Rule 7, BILLING.)

(I) Understudies shall be in only one company at a time.

(J) 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.

(K) If in an emergency the Actor goes on as an Understudy in a Principal part not specified in the Actor's contract, the Actor shall be compensated for such performance at not less than two-eighths of Actor's own contractual salary and shall thereafter be contracted and compensated for such Understudy duty at no less than the usual minimum rate, subject to two week termination of the Understudy assignment only without regard to requirements of Rule 69(D), TERMINATION. An understudy assignment so contracted may exceed the normal limitation on the number of understudy assignments provided under Rule 73(B) for a period not to exceed two weeks.

(L) Understudies shall be rehearsed in accordance with Rule 58(J) and (K), and Rule 62(I). For National and Tiered tour performers, see also Rule 70(H).

(M) **Billing**. See Rule 7(A)(1) and (B)(2), BILLING and Rule 11(A)(2), CHANGES IN CAST (Billing and Biographies).

(N) If, after 18 months, an Actor has not performed a Principal understudy assignment despite there having been more than one opportunity to perform said assignment, the Actor shall be released from that assignment upon written request from the Actor.

74. UNION EMBLEM

The Producer agrees to include the Actors' Equity Association emblem in the program or Playbill and to insert the following caption beneath it: "The Actors and Stage Managers employed in this production are members of Actors' Equity Association, the Union of Professional Actors and Stage Managers in the United States." At any theatre where the Playbill includes full information about both Equity and non-Equity productions in the same program, the Equity emblem and caption shall be on the cast page for each Equity production.

75. UNION SECURITY

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

(B) Equity shall provide the Producer two weeks' written notice to discharge any Actor for non-payment of union dues or initiation fee (or the monetary equivalents thereof). Upon the Actor's failure to make such payment within the aforesaid period, the Producer agrees immediately to discharge the Actor, provided however, that Equity shall withhold its demand for discharge if the Producer undertakes, with the consent of the Actor, to withhold from the Actor's salary a sum sufficient to correct the Actor's delinquency.

76. VACATIONS

(A) **Vacation at Point of Organization and on Tour**.

(1) Beginning with the first day of employment, Actor shall accrue vacation pay at the rate of 4% of contractual salary (including Overage participation) received up to a maximum of 4% of the Stage Manager's (Musical) applicable minimum salary per week. When accrued vacation is paid, it shall be paid by separate check.

(2) For each six months of the Actor's employment, Actor shall be entitled to a one week vacation at Actor's option in multiples of one week increments and provided that vacations may not be taken within 12 weeks of the Official Opening performance at Point of Organization or, in the case of a touring company, at its first Place of Engagement, without the Producer's consent. If Actor chooses to take the vacation, Actor shall receive, in lieu of contractual salary, the accrued vacation pay specified in (1) above, as well as Overage participation (see Rule 70(B)(2)(e)(vii) Tiered Tours). If Actor chooses not to take the vacation, Actor shall receive, in addition to contractual salary, the accrued vacation pay specified in (1) above.

(3) When the Actor's contract terminates, Actor shall receive all accrued vacation pay which has not been previously paid.

(B) **Notice of Vacation**. The Actor shall give the Producer no less than five weeks' notice of the date of Actor's intended vacation, which date shall be approved or disapproved in writing by the Producer within one week thereafter.

(C) **Replacement**. An Actor engaged to replace another on one week's vacation may be engaged for one week on condition that Actor shall not be called upon to rehearse more than one week. The contract shall clearly set forth that the engagement is limited to one week only.

77. VOLUNTARY CLASSES

The Actor is prohibited from attending so-called "voluntary" acting, dance and music classes prior to or during the rehearsal period and prior to the Point of Organization opening. The Producer agrees not to request that the Actor attend such classes.

ADDENDUM

ALTERNATIVE MEDIA PROMOTION AND PUBLICITY AND OTHER RECORDING AND BROADCAST PROVISIONS FOR DRAMATIC PRODUCTIONS

Dramatic productions may opt-in to Rule 39 Media Promotion and Publicity and Other Recording and Broadcast Provisions. Absent such opt-in, the terms as set forth below apply. Once they opt-in, Rule 39 applies from the first day of rehearsal for employment under this Agreement.

For purpose of this rule, the term “Recording” shall refer to any taping, filming, digital recording or any other electronic or mechanical reproduction, in whole or in part, of any production (including any element of the production over which the Producer has the right to, or reasonably should have the right to, withhold consent to the use of said element) in which Actors are employed under the terms and conditions of this Agreement.

Televising, broadcasting, and visual or sound Recording may be done under the following terms and conditions, which shall remain in effect from the beginning of employment until 19 weeks after the production has closed and shall apply to any production licensed, leased or authorized by the Producer, but shall not apply to motion picture filming for theatrical release.

Requests to Record beyond the following provisions must be submitted in writing to Equity at least 30 days in advance unless special circumstances do not permit such notice. Such requests will not be unreasonably declined.

If a dispute between Equity and the Producer arises under this Rule, it shall be subject to the Grievance and Expeditious Arbitration procedures set forth in Rule 4.

(A) **Reference Recordings**. Notwithstanding any Rule in this Agreement to the contrary, Producer may make Reference Recordings during rehearsal and performance under the following conditions:

(1) The cast shall be given at least 24 hours advance notice of the capture of Reference Recordings.

(2) Actors’ time spent in such recordings shall be considered as regular rehearsal or performance time. No additional compensation will be paid to the Actors except when overtime is payable for rehearsal under provisions set forth in this Agreement.

(3) These recordings may be used solely for the purpose of reviewing design elements, staging, lighting, technical, or choreographic elements. Reference Recordings shall not be used for promotional, publicity, commercial, or disciplinary purposes and shall be held strictly as a record by the Producer and may be viewed by the Producer, designers, director and/or choreographers or their expressly authorized employees.

(4) Producer may make the Reference Recordings available to Actors.

(B) **Recording and/or Broadcast of the Entire Production**. Visual or sound Recording and/or Broadcast of the entire production in any medium shall be permitted, provided:

(1) Each Actor (including Swings, Understudies, Dance Captains and Stage Managers) called for the Recording shall be paid pursuant to the terms of the appropriate SAG or AFTRA contract. In no case will Actors be paid less than the rates customarily applied to such releases under a SAG or AFTRA contract, including any residuals due for exploitation in supplemental markets. The work rules under the SAG or AFTRA contract applicable to a comparable release must also be met, as well as the required benefit contributions (made to Equity Funds if no other Funds are applicable) and procedures necessary to administer payments. In addition to the payments above, each Actor who is called, and any Actors replaced for the Recording, shall receive a payment of no less than one hundred fifty percent (150%) of applicable Production Contract minimum salary as stated in Rule 63(A), SALARIES. Contributions for Equity Pension and 401(k) shall be paid on these monies and Equity Dues shall be deducted on behalf of the Actors.

(2) Stage Managers employed for the Recording will receive the same terms and conditions as the Actors. Stage Managers shall be paid the equivalent of the On-Camera Principal Performer rate for each day of Recording. Contributions for Equity Pension and 401(k) shall be paid on Stage Managers' salaries in lieu of SAG or AFTRA benefits.

(C) **Cast Albums**. 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 on the appropriate AFTRA Contract for the Recording of said album and shall receive not less than one week's contractual salary for each day or part thereof so employed except as provided in paragraphs (1)and (2), below. Such cast album shall accord credit to each Actor appearing in the production at the time the Recording is made, whether or not the Actor performs on the Recording.

(1) If an Actor works more than eight hours in a day, the Actor shall be paid an additional one-eighth of contractual salary up to a cap of 250% of Production Contract minimum for each hour or part thereof.

(2) In the event the Producer wishes to schedule half-day Recording sessions after the first day of Recording and pro-rate payments for said half-day sessions, the Actor shall receive not less than one-half of the Actor's weekly salary, up to a cap of 250% of the Production Contract minimum salary, or the AFTRA rate, whichever is higher, for each day that the Actor is employed for four hours or less and each Actor shall receive a pro-rata share of 20% of all monies derived by the Producer from the exploitation of the album. (Note: In the event the Producer does not elect this pro-ration formula, the Actors will share in the standard 15% of monies derived by the Producer. Terms for Actor participation in the Producer's 15%/20% are identified in the Original Cast Album Rider.)

(3) Producer shall give Equity not less than 72-hours' notice (inclusive of at least two business days) prior to such Recording.

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

(5) For cast album Recordings only, there shall be not less than a 10-hour rest period between an evening performance and a morning Recording call. There shall be a break of one and one-half hours (one hour if a meal is provided) between the Recording session and rehearsals or performances scheduled under the Equity Agreement. Recording sessions may not be scheduled on two-performance days. Application of this rule may not reduce breaks or rest periods required by the AFTRA Contract.

(D) **Commercials: Television and Radio Spot**.

(1) Television Commercials. An Actor may be called to make a television commercial of three minutes or less duration. The Actor shall sign the applicable SAG or AFTRA Contract and the following terms and conditions shall apply:

(a) **Session Fees**. Session Fees shall be payable as set forth below:

(i) **Special Call**. Each Actor, Stage Manager and Dance Captain who is called when the commercial is Recorded shall be paid not less than the then-current session fee for an on-camera principal performer, whether or not the Actor is seen or heard in the commercial. If a Stage Manager or Dance Captain is not called for the session, but is required to render services in connection with the production of the commercial, the Producer shall pay not less than the applicable session fee for an on-camera Principal performer.

(ii) **Performance**. If a commercial is Recorded at a performance, each Actor (including Stage Managers) who is performing his/her function for that performance, will be paid the applicable session fee for an on-camera Principal performer.

(iii) B-Roll Advance News Footage-Footage of the production shot in accordance with the rules in (E). If a commercial is made from the B-Roll footage, each Actor, Stage Manager and Dance Captain who was called when the footage was taken shall be paid the applicable session fee for an on-camera Principal performer, whether or not the Actor is seen or heard in the commercial.

(iv) **Hiatus Between Use Cycles**. If there is a hiatus between use cycles, a session fee shall be paid, in accordance with this paragraph

(a), in addition to the use fee when a new use cycle commences after the hiatus.

(b) **Use Fees**. In addition to the session fee set forth above, each Actor seen or heard in the commercial, and each Stage Manager and Dance Captain who performed his function during the Recording shall be paid in accordance with the following:

(i) **One Year Use Fee**. A use fee of not less than the applicable New York Wild Spot on-camera Principal rate, which shall constitute payment in full for up to fifty-two (52) weeks of use of the commercial on broadcast TV, cable and the Internet; or,

(ii) **Six-Month Use Fee**. A use fee of $663, which shall constitute payment in full for up to twenty-six (26) weeks of use, of the commercial on broadcast TV, cable and the Internet. (Note: This use fee shall increase by the same percentage, and at the same time, that the use payment in (i) above increases.)

(iii) **Re-Use Fees**. The applicable use fee as set forth above in (i) or (ii) shall apply for re-use. If there is a hiatus after a use cycle, a session fee shall also be paid in accordance with paragraph (a)(iv) above.

(iv) **Standard AFTRA or SAG Terms Option**. In lieu of the terms set forth herein, the Producer may elect to use standard terms of the applicable AFTRA or SAG Agreement.

(c) **Holding Fees**. There will be no holding fees.

(d) **Actors Employed Outside of the Production**. Actors who are not in the production and are hired to render services which are in AFTRA or SAG jurisdiction (e.g., voiceovers, testimonials and additional singers) will be engaged in accordance with the standard AFTRA or SAG commercials contract.

(e) **Still Photographs**. If a television or other commercial is made from still photographs of persons in the cast, each Actor contained within the photograph, whether recognizable or not, shall be signed to the applicable AFTRA or SAG contract and the terms of this agreement shall apply.

(f) **Multi-Show Commercial**. Commercial footage and/or voice tracks from different shows produced under this Agreement, or any 4A's Agreement, may be combined into a single "multi-show" commercial for purposes of promoting a season or series of shows. Actors seen or heard in the spot shall be paid in accordance with the terms set forth below:

(i) If the source commercial is already in cycle for which the Actors are being paid, no additional compensation shall be due; or,

(ii) If the source material is not in cycle, Actors shall be paid in accordance with the terms set forth herein.

(g) **Other Promotional Uses**. Producer may, without payment of additional compensation, use a commercial in cycle for:

(i) video billboards;

(ii) taxi videos;

(iii) elevators;

(iv) movie trailers;

(v) group sales video presentations;

(vi) in-flight videos;

(vii) in-house hotel videos;

(viii) tour bus videos;

(ix) lobby loops, kiosks, in-store videos and other such similar uses.

(2) **Radio Commercials**. Equity will permit the Actor to make a radio spot commercial of three minutes or less duration promoting the theatre or production provided the Actor is signed to the applicable AFTRA Contract. When a Stage Manager, Dance Captain, or other Actor is required to do any work other than performance in connection with a radio commercial, the Producer shall pay said Actor not less than the applicable AFTRA Principal minimum in addition to payments required if Actor also performs. If the commercial is Recorded during a performance, those Actors performing during that performance, including Stage Managers and Dance Captains who are performing their functions for this performance, will be paid the AFTRA session fee in addition to any use fees which may be applicable, pursuant to the AFTRA contract.

(3) **Stars**. Producer may create new footage at a regularly scheduled performance for the exclusive purpose of incorporating new stars into a pre-existing commercial provided all Actors seen in the newly incorporated footage are paid pursuant to the terms and conditions contained herein. Payment shall be due Actors in the new star commercial only if they have not been paid for the pre-existing commercial.

(4) **Notice**. There must be at least 24-hours' notice to the Actors and Equity prior to any Recording for a commercial. Where practicable, Producer shall give advance notice of use of a commercial created from B-Roll.

(5) The Producer shall be permitted to make any number of commercials from captured material using the same Actors. In such event, no additional session or use fee shall be due except as indicated here. If the Producer uses an Actor in one commercial in a lesser payment category and then uses

the Actor in a subsequent commercial in a higher category, Producer will pay to the Actor the difference in the session fee as well as the adjustment in the use fee as may be required under the Equity or the AFTRA/SAG Agreements.

(6) All other terms of the AFTRA or SAG commercial agreement and this Addendum to the Equity/League Agreement not otherwise identified or modified herein shall remain in full force and effect.

(E) Provided that the purpose of the recording is promotional in nature and the Producer does not receive revenue in exchange for the capture or use of such material, outside news and media/entertainment companies may Record the production for use on any program under the following conditions:

(1) **During a Rehearsal**.

(a) Recording and 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 Recording and interview session. Said report shall be initialed by a Deputy.

(c) Upon contemplation of Recording during a rehearsal, the Producer shall make every reasonable effort to:

(i) Give the cast 24-hours' notice;

(ii) Schedule only three Recording sessions during which all outlets must do their Recording; and,

(iii) If the time of the Recording is changed, the Producer shall notify the cast of such change and of the re-scheduled time.

(2) **At a Performance**.

(a) Only one-half hour of footage may be Recorded.

(b) If possible, the cast must be given 24-hours' notice.

(c) When cameras are going to Record, cast must be given notice at the half-hour call.

(d) There shall be no Recording where there is any interference with the Actors such as the requirement for additional lighting or the movement of equipment.

(3) Not more than three minutes of any Recorded portion of the performance or rehearsal shall be shown on the program. Such three minute Recording may not depict an entire self-contained number or scene.

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

(5) An Equity Stage Manager shall be present at every Recording under this paragraph (E).

(6) For any violation of this paragraph (E), other than violations of unauthorized subsequent uses of the Recording, 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 arise under a breach of this paragraph (E) which the Actor has against the Producer or any third party.

(F) B-Roll Advance News Recording ("B-Roll"). In order to be able to supply publicity footage to outlets which cannot, for whatever reason, supply their own crews to take such footage, the Producer may shoot B-Roll, provided that Producer adheres strictly to all the terms and conditions of (E) above.

(1) The Producer will advise all media to whom the footage is supplied of the terms and conditions outlined in this Agreement under which the airing of such footage is governed.

(2) The Producer will be limited to one such Recording per year and remains liable for any claims resulting from any misuse of such footage.

(3) The Recording of B-Roll may take place in accordance with this paragraph without additional compensation, during a scheduled rehearsal, dress rehearsal or performance. It is understood and agreed, however, that enhanced lighting and multiple takes may occur during such rehearsal, dress rehearsal or performance provided that in the event an excessive number of takes transform the rehearsal into a "session," then the applicable AFTRA or SAG session fee shall be due every Actor and Stage Manager at the call. Further, in the event that particular Actors are requested to come in early or stay later for retakes or special shots, such Actors shall likewise be paid the applicable AFTRA or SAG session fee(s) that may be due.

(G) **Other Promotional Uses**. The League and Equity acknowledge that consistent and varied promotion and advertising of theatrical productions will promote long term employment for all performers employed in legitimate theater productions and that the Recording of the material and uses contemplated by this provision are intended to achieve this objective.

(1) **B-Roll --No Payment Required**. Additional allowances for other promotional uses of B-Roll in accordance with (F) above and without additional compensation are identified below.

(a) **Press Reels**. Producer can use clips of up to three minutes of performance and/or rehearsal footage (of which no continuous sequence shall exceed 30 seconds) for each production included on the Press Reel.

(b) **Web Sites**. Up to a total of five minutes of rehearsal and/or performance footage (of which no continuous sequence shall exceed 30 seconds) may be used either in a directory or multiple Broadway show

format (e.g., Broadwayworld.com) or by an individual Producer on behalf of a particular show or group of shows.

(i) Neither merchandise promotion nor ticket sale information shall be presented on the same "page" as the foregoing, but may provide a link to a separate page which does contain such content.

(ii) It is also understood that there may be no promotion of any other product(s) on the "page" where the B-Roll will be seen without Equity's prior written consent.

(iii) If voiceover or other live Actor work performance is required in addition to the permitted performance footage, the applicable AFTRA or SAG Agreements shall apply to such voice-over or other work.

(c) **News and Current Affairs Programs**. Producer can use clips of up to three minutes in total time on each such program.

(d) **Entertainment Talk Shows**.

(i) Producer may provide clips (no more than two on any one program) as part of a bona fide interview in which the production is being promoted.

(ii) Total amount of B-Roll may not exceed two minutes per program, and may not contain all or substantially all of a musical number.

(iii) All performers seen and/or heard on the clip must have given written consent prior to use.

(iv) Clip usage is restricted to currently running productions only.

(e) **Clip Use of Other Productions on TV News Shows**. Producer can use clips of performers in other productions on news specials not to exceed three minutes in length.

(2) **Use of B-Roll Including Documentary and News Footage--Payment Required**. The Producer may use footage from any B-Roll, documentaries (produced after October 1, 1996 provided Actor has given consent to such use) or news footage for purposes of promoting the theatrical production for a single AFTRA or SAG fee to each Actor appearing in such footage in the following venues:

(a) **Educational Videos**. Up to a total of 15 minutes of rehearsal and/or performance footage from a show provided no number or scene is shown in its entirety;

(b) **Tour Bus Videos**. Up to a total of 15 minutes of rehearsal and/or performance footage from a show provided no number or scene is shown in its entirety;

(c) **Sales Kiosk Videos, In-Store Videos or Lobby Loops**. Up to a total of six minutes of rehearsal and/or performance footage from a show provided no number or scene is shown in its entirety. For the creation and use of loops from commercial footage see (L)below;

(d) **Group Sales Video**. Up to a total of eight minutes of rehearsal and/or performance footage from a show provided no number or scene is shown in its entirety;

(e) **Corporate Videos**. Up to a total of eight minutes of rehearsal and/or performance footage from a show provided no number or scene is shown in its entirety;

(f) **Movie Trailers and Video Billboards**. Up to a total of three minutes of rehearsal and/or performance footage from a show provided no number or scene is shown in its entirety;

(g) **In-flight Video and In-house Hotel Video**. Up to a total of eight minutes of rehearsal and/or performance footage from a show provided no number or scene is shown in its entirety. In-flight video or in-house hotel video may either be presented as a multiple show directory or on an individual show or multiple show basis so long as it is presented along with either soft news, cultural or tourist information; and.

(h) **Music Video and Infomercial**. With respect to infomercials, up to a total of 15 minutes of rehearsal and/or performance footage from a show.

Footage from commercials may be used for any or all of the above upon payment of the applicable AFTRA or SAG fee for such use.

Actors' Equity shall not apply any additional fees for the above uses provided the Producer fully complies with all of the terms and conditions set forth herein.

The above permitted uses shall not include the sale of videos or the endorsement of any commercial products.

(H) **Documentary**.

(1) The Producer shall have the right to make a television documentary, including unlimited exhibition throughout the world on all television and for the period defined in the AFTRA or SAG Agreement. This permission is conditioned on payment of not less than the applicable AFTRA or SAG rates and provided no more than 21 minutes of combined rehearsal/performance footage is used.

(a) "Performance footage" and/or rehearsal shall mean footage acquired from Advance News Footage, documentaries (produced after October 1, 1996 provided Actor has given consent to such use) or news footage with no individual clip exceeding three minutes in duration.

(b) "Non-performance footage" involving Actors in non-performance activities (such as interviews, costume fittings and other elements where the performer is not performing whether in rehearsal or on stage) shall not be included in the calculation of running time (the aforementioned 21 minutes).

(c) If work additional to the Actors' normal duties rehearsing or performing for the stage production is required to accommodate the Recording, the Actor will be paid the appropriate Equity hourly rehearsal overtime rates for such additional work plus any fees which may be required by AFTRA or SAG.

(d) Producer must obtain Equity's consent to shoot more than a total of three days of rehearsal and/or performance. Equity agrees that it shall not unreasonably withhold its consent to such additional shooting.

(2) **Clip Use in Other Documentaries**. The Producer can use clips of performers from one or more productions in a different documentary with an aggregate limit of an average of three minutes "performance and/or rehearsal" clips per half-hour provided that the Actors seen are paid no less than the applicable AFTRA or SAG rate in accordance with the formulas identified above.

All Actors (including Stage Managers) shall receive billing at the end of any broadcast of the documentary created hereunder.

(I) **Session Fees**. Whenever session fees are applicable, Producer shall be required to pay a session fee to any Actor who is called to be present at the theater or rehearsal space when Recording is taking place. Stage Managers shall be paid the on-camera Principal rate.

(J) **Payment for Live Television Promotional Appearances**. Whenever an Actor appears in costume on a news, talk or entertainment show, said Actor shall be paid not less than the applicable AFTRA or SAG rate. If the Stage Manager is requested to attend the television appearance, they will be paid not less than the actors.

(K) **Use of Footage After Expiration Date of Contract**. Any footage produced under this Addendum shall continue to be governed by the terms of this Agreement without regard to the expiration of this Agreement and without regard to the amendment of this Agreement except to the extent that such amendment shall so provide.

(L) **Loops Using Commercial Footage.** Footage from a television commercial created to promote the production on television may be edited to create a non-broadcast "loop" for unlimited promotional use subject to the following conditions:

(1) If the commercial is in a cycle for which the Actors are being paid the applicable AFTRA/SAG rate, no additional compensation to Actors is required;

(2) If the commercial is not in cycle, Actors will receive the applicable AFTRA/SAG non-broadcast B-roll payment;

(3) The Actors' Equity logo will appear in every frame of performance footage;

(4) In no event may any Equity loop footage be used to promote a non-Equity production.

(M) **Opening Night Specials**. Opening Night Specials shall be subject to the following terms:

(1) Opening night specials may be either a one or two-hour documentary-style news program, which will combine Recorded portions with live coverage about the creation and opening night of the production;

(2) To include excerpts from the show, the television production may Record portions during regularly scheduled performances and rehearsals, the number to be mutually determined between the needs of the television production and the Producer and director so as not to intrude upon the creative process. In no event shall the television crew Record more than five rehearsals and/or two performances. Up to 45 minutes of each such rehearsal and 30 minutes of each such performance may be Recorded upon 24-hours' notice to the cast before each call;

(3) The Producer may include the terms of such Recording by rider to the Actor's contract, including an honorarium of not less than $350 for a two-hour program and $200 for a one-hour program to be paid to all Actors employed by the production. If any employee of the Producer or Theatre Owner is paid a higher honorarium for this event, the Actors shall be paid the higher amount;

(4) Up to a total of 45 minutes of rehearsal and performance footage may be included in the final edited two-hour program. Up to a total of 20 minutes of rehearsal and performance footage may be included in the final edited one-hour program. It is understood that an entire self-contained number or scene may not be broadcast. All Recorded footage shall be used exclusively for the opening night telecast and promotional spots for the telecast. In addition to the permitted minutes of footage, a portion of the curtain call may be broadcast; and,

(5) Producer will ensure that every Actor employed by the production will receive a screen credit on the Opening Night Special program.

(N) **Benefits**. Contributions on behalf of the Actors shall be made pursuant to the applicable AFTRA or SAG Agreement except for Stage Managers whose benefits shall be paid in accordance with Rule 49, PENSION FUND AND 401(K) PLAN.

(O) **Notice to Broadcast Media and Press Agents**. Press Representatives will send to all broadcast media in the major cities and to all ATPAM press agents a letter outlining the provisions of the contract which govern the use and/or reuse of any Recording of productions under this Agreement. This letter will be sent to the broadcast media in these cities and to the ATPAM press agents every year. The League further agrees to advise by letter any other broadcast media who request permission to do such Recording or to use existing Recordings of those contract provisions. Failure to comply with those provisions may subject the Producer to penalties as outlined above. The League will copy Equity on all pro forma letters, indicating the parties contacted, pursuant to this Agreement.

DURATION

This Agreement shall commence on September 26, 2011 and expire on September 27, 2015. Any new rules, when adopted, shall be retroactive to said date unless otherwise stated.

All individual contracts of employment existing or signed on or subsequent to said date shall be modified in accordance with the new rules. Equity may advise its members that no Actor shall work for the Producer unless an Agreement and Rules Governing Employment under the Equity/League Production Contract is in effect.

NOTE: The sub-headings for each of the foregoing provisions have been inserted for convenience and are not to be deemed as part of the provisions to which they refer. The Table of Contents and the Index are likewise added for convenience and are not to be deemed a part of this Agreement.

ACTORS' EQUITY ASSOCIATION	THE BROADWAY LEAGUE
by Mary McColl	by Keith Halpern
Executive Director	Director of Labor Relations
4/16/12	4/9/2012
Date	Date

Appendix A

WAGES	9/26/11	10/1/12	9/30/13	9/29/14
BROADWAY WEEKLY				
Actor	$1,703.00	$1,754.00	$1,807.00	$1,861.00
SM (Musical)	$2,799.00	$2,883.00	$2,969.00	$3,058.00
SM (Dramatic)	$2,405.00	$2,477.00	$2,551.00	$2,628.00
1st ASM (Musical)	$2,212.00	$2,278.00	$2,346.00	$2,416.00
1st ASM (Dramatic)	$1,965.00	$2,024.00	$2,085.00	$2,148.00
2nd ASM (Musical)	$1,848.00	$1,903.00	$1,960.00	$2,019.00
TIER B WEEKLY (PRE-RECOUPMENT)				
Actor	$1,159.00	$1,182.00	$1,206.00	$1,230.00
SM	$1,905.00	$1,943.00	$1,982.00	$2,022.00
1st ASM	$1,506.00	$1,536.00	$1,567.00	$1,598.00
2nd ASM	$1,308.00	$1,334.00	$1,361.00	$1,388.00
TIER C WEEKLY (PRE-RECOUPMENT)				
Actor	$1,049.00	$1,070.00	$1,091.00	$1,113.00
SM	$1,723.00	$1,757.00	$1,792.00	$1,828.00
1st ASM	$1,363.00	$1,390.00	$1,418.00	$1,446.00
2nd ASM	$1,188.00	$1,212.00	$1,236.00	$1,261.00
TIER D WEEKLY (PRE-RECOUPMENT)				
Actor	$938.00	$957.00	$976.00	$996.00
SM	$1,542.00	$1,573.00	$1,604.00	$1,636.00
1st ASM	$1,219.00	$1,243.00	$1,268.00	$1,293.00
2nd ASM	$1,069.00	$1,090.00	$1,112.00	$1,134.00
TIER B WEEKLY (POSTRECOUPMENT)				
Actor	$1,356.00	$1,383.00	$1,411.00	$1,439.00
SM	$2,229.00	$2,273.00	$2,319.00	$2,366.00
1st ASM	$1,763.00	$1,797.00	$1,833.00	$1,870.00
2nd ASM	$1,530.00	$1,561.00	$1,592.00	$1,624.00
TIER C WEEKLY (POST-RECOUPMENT)				
Actor	$1,227.00	$1,252.00	$1,276.00	$1,302.00
SM	$2,016.00	$2,056.00	$2,097.00	$2,139.00
1st ASM	$1,595.00	$1,626.00	$1,659.00	$1,692.00
2nd ASM	$1,390.00	$1,418.00	$1,446.00	$1,475.00
TIER D WEEKLY (POST-RECOUPMENT)				
Actor	$1,098.00	$1,120.00	$1,142.00	$1,165.00
SM	$1,804.00	$1,840.00	$1,877.00	$1,914.00
1st ASM	$1,427.00	$1,454.00	$1,484.00	$1,513.00
2nd ASM	$1,251.00	$1,275.00	$1,301.00	$1,327.00

Note: Tiered 2nd ASM Rates includes $50 bump in Year One.

Appendix A

BENEFITS	9/26/11	10/1/12	9/30/13	9/29/14
Health Fund (Production)	$170.00	$170.00	$175.00	$180.00
Health Fund (Tiers)	$89.50	$89.50	$89.50	$89.50
Pension	6%	6%	6%	6%
401(k) (1% Producer, 2% .045)	3%	3%	3%	3%

INCREMENTS	9/26/11	10/1/12	9/30/13	9/29/14
Chorus Part	$20.00	$20.00	$20.00	$20.00
Principal/General Understudy (Production)	$40.00	$45.00	$45.00	$50.00
Principal Understudy (Tiers)	$36.00	$39.00	$42.00	$45.00
Understudy for Chorus Parts	$15.00	$15.00	$15.00	$15.00
Initial 6-month Rider (Production)	$66.00	$70.00	$74.00	$80.00
Initial 6-month Rider (Tiers)	$66.00	$66.00	$70.00	$76.00
Second 6-month Rider (Production)	$33.00	$35.00	$37.00	$40.00
Second 6-month Rider (Tiers)	$33.00	$33.00	$35.00	$38.00
Term Contract (Production)	$150.00	$175.00	$175.00	$200.00
Term Contract (Tiers)	$150.00	$160.00	$175.00	$175.00
Swing	$85.15	$87.70	$90.35	$93.05
Partial Swing	$15.00	$15.00	$15.00	$15.00
Dance Captain	$340.60	$350.80	$361.40	$372.20
Assistant Dance Captain	$170.30	$175.40	$180.70	$186.10
Fight Captain	$75.00	$75.00	$75.00	$75.00
Media Fee (Production)	$34.06	$35.08	$36.14	$37.22
Media Fee (Tier B)	$23.18	$23.64	$24.12	$24.60
Media Fee (Tier C)	$20.98	$21.40	$21.82	$22.26
Media Fee (Tier D)	$18.76	$19.14	$19.52	$19.92
Rehearsal Overtime	$44.00	$44.00	$44.00	$44.00
Production Contract Per Diem (High)	$896.00	$910.00	$924.00	$938.00
Production Contract Per Diem (Low)	$854.00	$868.00	$882.00	$896.00
Extraordinary Risk	$20.00	$20.00	$20.00	$20.00
Set Moves	$8.00	$8.00	$8.00	$8.00
Tier B Guarantee	$340,000	$345,000	$345,000	$350,000
Tier C Guarantee	$324,000	$329,000	$329,000	$334,000
Tier D Guarantee	$303,000	$308,000	$308,000	$313,000
Tier BCD Per Diem	$840.00	$847.00	$861.00	$868.00
Hotel Cap	$71.00	$71.00	$72.00	$73.00
OT Travel (National/Tiered Tours)	$37.00	$37.00	$37.00	$37.00
Car Fare Reimbursement	$60.00	$60.00	$60.00	$60.00

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