

# **Actors' Equity Association**

## **AGREEMENT AND RULES GOVERNING EMPLOYMENT AT RWS AND ASSOCIATES**

Effective Date: June 28, 2011

Expiration Date:

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**RULES GOVERNING EMPLOYMENT**  
**By RWS AND ASSOCIATES**

**RECOGNITION**

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

**USE OF AGREEMENT**

AGREEMENT made between Actors' Equity Association (herein called "AEA" or "Equity") and RWS AND ASSOCIATES (herein called "RWS" or "Producer"). This Agreement is restricted to use in venues owned and operated by third parties as part of entertainment for amusement parks, except with the express permission of Actors' Equity Association. This agreement will supersede the terms and conditions set forth in the RWS Performer Handbook for any Actor under Equity contract.

**1. ALIENS**

Non-resident aliens may not be employed without the written permission of Equity. It is understood that Equity's decision in this matter shall be final and binding and is not subject to arbitration.

**2. ARBITRATION**

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

Arbitration as provided herein shall be the exclusive remedy for the resolution or adjustment of disputes, including any question as to whether a dispute or issue is arbitrable under the provisions of this Agreement. Any hearing held in this regard shall take place in a New York City location selected by Equity, whose choice of site shall be final and binding.

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

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

Equity shall act on behalf of the Actor in any arbitration proceedings and no Actor is authorized to commence any arbitration proceeding except with the consent of Equity.

Should any breach of the agreement be caused by the Producer's third party affiliates then Equity shall in good faith discuss an appropriate resolution with RWS prior to considering arbitration.

### **3. AUDITIONS**

#### **(A) General Provisions**

- (1) The Producer agrees to hold Auditions for performers in a city where Equity maintains an office.
- (2) When Auditions are to be held, the following conditions shall apply:
  - (a) Among the Auditions held for performers, there shall be Auditions for Equity performers.
  - (b) The Producer is under no obligation to hire any person pursuant to any Audition, including those Auditions for Equity performers prescribed below.
  - (c) Auditions of Producer-invited, agent-submitted and manager-submitted performers and callback auditions for a production shall not be conducted until all auditions required herein have been completed.

#### **(B) Equity Audition Procedures**

- (1) The Producer shall, in consultation with Equity, schedule at least one day (of no less than seven hours out of an eight hour period) during which Equity performers shall be auditioned. Such Auditions shall be held in an Equity-approved facility in a city in which Equity maintains an office. The Producer shall make the facility available to an Equity representative and to Equity performers one hour prior to the scheduled Auditions.
- (2) The Producer shall submit to Equity, for posting by Equity, a casting notice containing a complete cast breakdown (including a definitive description of each role in new or obscure shows). Equity required audition notices shall contain character descriptions, synopses and other pertinent items of information identical to those included in notices sent to a breakdown service or intended for agents and/or managers.
- (3) Equity must receive this notice no later than two weeks prior to the first Equity Audition, and before any casting notice is sent to agents, managers or a breakdown service. In addition, the time, date and location of the Audition must be submitted to Equity at least two weeks before such Auditions begin.
- (4) An Equity representative shall be present to organize and run the Equity Auditions at no cost to the Producer.
- (5) An individual with casting authority (i.e., one who can effectively recommend performers for employment by the Producer) must be present at all times during auditions.
- (6) The Producer shall provide a piano and an accompanist proficient in sight-reading when auditions for musical productions are held.

**(C) Affirmative Action**

(1) When a role being cast depicts a character with a specific disability, the Producer agrees to include that fact in the casting specifications and, at the same time, to notify Equity of such specifications so that actors with similar disabilities shall be informed and given the opportunity to audition for the role starting with the first EPA.

(2) When auditions are held in premises which are not architecturally accessible, the Producer, upon notification by either Equity or an Actor with a disability who wishes to audition, will arrange accessible audition facilities to accommodate Actors with disabilities.

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

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

**4. BILLING PROGRAMS AND ANNOUNCEMENTS**

Best efforts shall be made to list the names of all Actors under Equity contract in the production in front of the theatre or in the lobby at all entrances to the theatre. If cast members not under Equity contracts are included on this list, all Actors' names shall be asterisked to a foot note which advises that they are "members of Actors' Equity Association."

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

In addition, RWS will make best efforts to ensure that actors who understudy Actors under Equity contracts shall receive program credit for such understudy assignment.

(B) Where programs are available to the public, should an understudy perform in place of an Actor under Equity contract, an oral announcement shall be made of such substitution prior to the performance.

## 5. CHORUS

Before a chorus musical is scheduled, and prior to auditions, the Producer shall contact Equity for specific chorus musical rules. A chorus rider must be attached to those Actors' contracts incorporating the appropriate chorus musical rules.

## 6. CLOTHING RENTAL

The Actor may, at the Producer's request, agree to use specific items from his personal wardrobe in accordance with a rental agreement set forth as a rider to his contract. Minimum terms of rental shall be based upon a schedule agreed upon in writing between Equity and the Producer and posted on the bulletin board at each theatre, and distributed to each member of the company by the Stage Manager. The rental payment shall be made to the Actor by separate check with his weekly salary. When the Actor is provided the costume(s) by the Producer and the Actor elects, with the consent of the Producer, to wear the Actor's own clothing instead, then the Producer shall not pay any rental fee.

### Minimum Weekly Clothing Rentals

FOOTWEAR: (Men & Women) Boots, Sneakers, Dress Shoes, Dance Shoes, Toe Shoes, Tap Shoes	\$5.00
ENSEMBLE: (Man) Suit, Shirt, Tie, Shoes, Hat (Woman) Suit or Dress, Blouse or Dicky, Stockings, Gloves, Purse, Hat	\$15.00
SUIT: (Man or Woman)	\$10.00
SPORTSWEAR LINENS: Shorts, Sweaters, Jogging Suits, Sport Shirts, Bathing Suits, T-Shirt, Jeans, Shirt Blouse, Dress Shirt, Vest	\$2.00
COATS: Overcoats, Topcoats, Raincoats, Parkas, Winter Sports Coat	\$3.50
NIGHTWEAR: Pajamas, Nightgowns, Housecoats, Robes, Smoking Jackets, Bathrobes, Dressing Gowns	\$2.00
EVENING WEAR: Tuxedos, Tails, Evening Gowns, Furs (and all accessories)	\$15.00
WIGS:	\$5.00
DANCE WEAR: Leotards, Tights, Briefs	\$2.00
DRESS:	\$5.00
SLACKS: (Man & Woman)	\$3.00
MISC: Socks, Neckties, Stockings, Hats, etc	\$1.00
PROPERTIES: Eyeglasses, Suitcase, Umbrella, Cane, Camera, Sport Equipment, Attache Case	\$2.00

## 7. DUES AND INITIATION FEES

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

Any monies deducted by the Producer from the wages of the employees pursuant to authorization shall be held in trust by the Producer for the benefit of Equity and delivered to Equity not later than 10 days following the date on which the deductions are made. Interest on such monies deducted from the Actor's salary, and not received by Actors' Equity Association within 14 days following the week for which they are due, shall accrue monthly at the rate of 1.5% per month beginning on the 15th day overdue.

## **8. DEPUTY**

The Equity members shall elect an Equity Deputy.

## **9. EXTRAORDINARY RISK**

(A) It is agreed that all Actors under Equity contract involved in RWS Productions are engaged in Extraordinary Risk by virtue of the nature of the productions.

(B) **Stage Stunts.** It is also agreed that certain risks fall under the category of "stage stunts," such as high falls, throws, tumbling, catches, flame dances, etc. and shall be subject to the following provisions:

(1) There shall be a rider to the Actor's contract describing such "stunts."

(2) Adequate training with the appropriate personnel shall be given to the Actor and their understudies prior to first rehearsing the stunt. Adequate rehearsal time shall be given to the Actor and their understudies prior to the first public performance.

(3) Any Actor who does not feel physically prepared to perform a "stunt" on a given night shall request a meeting of a committee consisting of the Stage Manager, the Producer or Producer's designated representative, the Deputy and the Actor involved, and the Actor may be relieved by that committee from performing the "stunt" at that performance. Should the committee not agree that the Actor should be relieved of the "stunt" for that performance, the Actor shall perform it to the best of his ability.

(4) The term "stage stunts" shall not be construed to include normal stage combat or normal equestrian technique.

## **10. DISCRIMINATION**

(A) The parties hereto affirm their commitment to the policy that employment hereunder shall be without discrimination on the basis of race, color, creed, national origin, ancestry, gender, sexual orientation, gender identity or expression, marital status, disability, age, political affiliation or veteran status. Consistent with the foregoing and with the procedure set forth in Section 13 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, Actors of color, seniors and women.



Quarterly meetings will be held between representatives of Equity and the Producer 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 arbitration, pursuant to Section 2,

(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 Producer, in accordance with Rule 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 Producer and Equity shall meet to consider the claim immediately thereafter.

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

**(C)**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 race, color, creed, national origin, ancestry, gender, sexual orientation, gender identity or expression, marital status, disability, age, political affiliation or veteran status against any person. As between Equity and the Actor or cast, Equity shall determine whether discrimination exists at the place of performance.

**(D)**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, Actors of color, 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, Actors of color, seniors and women.

## **11. EQUITY: SPECIAL PROVISION**

**(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.

## **12. HEALTH INSURANCE**

The Producer agrees to contribute to the Equity-League Health Trust Fund the sum of \$180.00 weekly. The Producer agrees to an annual rate increase as determined by the Equity-League Health Trust Fund.

These monies are to be contributed per week for each Actor under Equity contract in the company for each and every week of employment. This figure includes Salary Continuance Insurance (see Section 14(B)).

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

### **13. ILLNESS AND SICK LEAVE**

Each Actor under Equity contract may be docked for any performances or rehearsals missed due to illness. However, no Actor under Equity contract may be penalized in any way if a performance or rehearsal is impacted due to another Actor's illness or absence.

If questioned, the validity of the illness shall be determined by a committee consisting of the Deputy, Stage Manager and the attending physician, and such determination shall be final and binding on the Actor and Producer.

### **14. INJURY AND SALARY CONTINUANCE INSURANCE**

(A) **Worker's Compensation.** The Producer agrees to obtain and maintain Worker's Compensation Insurance coverage for all Actors in his employ. The Producer shall furnish Worker's Compensation Accident Report forms to the Stage Manager on the first day of rehearsal. Actors' Equity Association shall be informed of the Producer's Worker's Compensation Insurance Carrier and Carrier number, and this information shall be posted on the Callboard. The Actor must report all accidents to the Producer or his designated representative.

(B) **Supplementary Worker's Compensation.** The Producer agrees to provide salary continuance insurance supplementing Worker's Compensation Disability benefits through a group policy administered by the Equity-League Welfare Trust Fund, the cost of which is included in the weekly Health contribution (see Section 12).

### **15. MINORS**

The term "Minor" as used herein means any Actor who is both under 19 years of age and is still enrolled in high school. All Actors hired under this Agreement will be over the age of 18 and will no longer be enrolled in high school.

### **16. NON-PROFESSIONALS**

Non-Professionals may be employed provided that at least 50% of the cast are Actors currently in good standing with Equity under an Equity contract and are employed in their appropriate job function under this contract at all times.

### **17. NON-TRADITIONAL CASTING**

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, Actors of color (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 of a disability is not germane.

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

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

(3) The Producer agrees to encourage all directors, choreographers and casting consultants in the Producer's employ to select in accordance with the policy outlined in this rule. Furthermore, the Producer will attach a statement of this non-traditional casting policy to his contracts with directors, choreographers and casting consultants.

(B) If a dispute under this Rule cannot be resolved by the parties, the dispute shall be submitted to arbitration in accordance with Section 2.

## **18. OVERTIME**

Should the Actor rehearse more than the hours stipulated herein, the Producer shall pay overtime at the rate of \$16.00 per hour or part thereof for each instance of such overtime.

## **19. PENSION**

The Producer agrees to make contributions to the Equity League Pension Fund for each and every week of the Actors employment, the amount of 8% of the gross payments to the Actor but in no event more than 8% of \$2,000.00.

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

The Actor shall have the option to contribute to the Equity-League 401(k) Plan.

## **20. PERFORMANCES**

(A) **Workweek.** A week's work shall consist of no more than six consecutive days. The span of day shall not exceed 10 hours.

(B) **Payments to Actor.** A week's compensation shall be paid even if a lesser number of performances are given.

(C) **Performance Schedule.** RWS will make best efforts provide a performance schedule to be reviewed with and approved by Equity prior to being finalized. The agreed upon performance schedule shall be made known to all Actors, by means of a rider to the contract, no later than the signing of the contract.

Any change in this schedule shall be reviewed with and approved by Equity prior to being finalized.

(D) **Rest Periods.** There shall be a one-half hour break after each performance. In addition, there shall be a break of one hour after a period of not more than five consecutive hours. There shall be a 12-hour rest period between the end of work on one day and the beginning of work on the next.

(E) No persons or animals except those connected with the production will be permitted in the dressing room area or backstage from half-hour to curtain down.

## **21. PERFORMANCES LOST**

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

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

(C) If the theatre is able to reopen to the public, it shall reopen after a time determined reasonable by a committee composed of the stage manager, the deputy, and the Producer or his designated representative in consultation with Equity.

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

## **22. PHOTO CALLS**

Up to four hours will be permitted during the contracted period for the taking of customary and usual photographs, together with photographs to appear in a magazine or newspaper for the sole purpose of publicizing the production, subject to the following limitations:

(A) If all or any part of such time is used after an evening performance, it shall be used immediately thereafter, and not longer than one hour.

(B) An Actor who is in rehearsal but not performing shall not be obliged to return to the theatre only for such purpose following the evening performance.

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

### **23. RECORDING USED IN THE PRODUCTION**

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

No Actor shall be asked or required to sing with pre-recorded voices unless he is made aware of the use of the "sweetener" recording at the time of signing. In addition, when stage microphones are used during a "sweetened" performance, the live Actor must always be appropriately microphoned and mixed so that voice will sound "as one" with the audio tape. At no time will a pre-recorded voice, other than his own, be substituted for the live voice of any Actor.

### **24. REHEARSALS**

#### **(A) Breaks, Days Off, Hours, Overtime, Rest Periods**

(1) **Breaks.** There shall be a break of one and one-half hours after a period of not more than five consecutive hours of rehearsal. In addition, there shall be a break of five minutes in each hour of rehearsal. If this break is not given in any hour, a 10 minute break must be given within each one and one-half hour period. During performance days, there shall be at least 30 minutes between the end of one performance and the start of the next performance; one such break per performance day must be at least one hour.

(2) During a rehearsal, should the temperature at the rehearsal site exceed 90°F, there shall be a break of ten minutes in each hour of rehearsal (except during run-throughs) and there shall be no less than a two hour break immediately prior to half-hour.

(3) **Days Off.** The Actor shall be entitled to one full day off in each calendar week free of rehearsals and/or performances, with the exception of the last seven days prior to the first public performance when no day off is required. A Full Day Off means 24 consecutive hours in addition to the normal rest period required after a day of rehearsal or performance.

## **(B) Hours**

(1) **Prior to Opening.** Rehearsal hours shall not exceed seven out of eight and one-half consecutive hours a day, which shall include the one hour break specified in (A)(1) above. If outdoor rehearsal is disrupted due to inclement weather, the span of the day may be extended to ten 10 hours by no more than one additional break.

(2) During the last seven days of rehearsal, there shall be no more than five 10 out of 12 hour rehearsal days; however, should rehearsals be disrupted due to extraordinary circumstances, such as inclement weather, the Equity Business Representative, upon request of the Theatre, shall approve up to two additional days of 10 out of 12 hour rehearsal days prior to the first public performance, such approval not to be unreasonably withheld.

The Theatre shall complete an on-stage technical-dress run-through without an audience prior to the first paid public performance. If an act of nature (i.e., lightning, flood, etc.) or a technical/utility breakdown (i.e., electricity, production computer, etc.) prevents the completion of such tech-dress rehearsal, the Producer shall make all possible efforts to complete a rehearsal of any technical aspects of the production which might endanger the Actors.

In addition to the regular rehearsal time 8 hours, one hour per production will be allowed for costume fittings. All or any part of this time shall be used either immediately prior to the beginning of a scheduled rehearsal (after the required rest period) or immediately after the end of rehearsal on said day. Producer and Actor may mutually agree on a different time.

**(C) Rest Periods.** There shall be a 12 hour rest period between the end of employment on one day and the beginning of employment on the next day, except on the final day before the first public performance, when the rest period shall be no less than 10 hours.

**(D) Rehearsals of Current production after Opening.** Rehearsals shall be limited to eight hours per week.

**(E) Rehearsal for Subsequent Production.** In no event shall the rehearsal call exceed five out of six and one-half consecutive hours on a performance day for any Actor who is also performing.

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

(1) This rehearsal shall be the only rehearsal call of the day.

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

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

- (4) A fight rehearsal shall take precedence for the individuals involved.
- (5) No more than five hours may elapse between this rehearsal call and curtain down.
- (6) Transportation for Actors involved in such rehearsal shall be provided in addition to the regularly scheduled pick-ups of Actors for the performance.

## **25. REPORTS**

(A) **W-2 Forms.** It is required that W-2 Forms be furnished to the Actor not later than the end of the calendar year. Equity may in its discretion at any time require the Producer to submit proof satisfactory to it that all Actors employed are given a withholding tax receipt (W-2 Form) and statement of Social Security deductions. Each Actor shall receive all information regarding refundable state and local taxes and all forms applicable to same, or, if not immediately available, information as to where such forms may be obtained, with the final pay.

(B) **Weekly Report to Equity.** The Producer must furnish Equity, on a form supplied by Equity for that purpose, a weekly report on his theatre listing all Actors under Equity contract employed in each attraction, by the Friday following the last performance of the first week of the attraction. After four weeks, the Producer, for each additional week of failure to file the reports, shall pay to the Actors' Equity Foundation the sum of \$25.00.

Failure to file such reports shall constitute a breach of Equity Rules entitling Equity, among other things and without any limitation, to refuse to release the balance of the security deposited with Equity until the above requirements are met.

## **26. ROOM AND LOCAL TRANSPORTATION**

A private room will be made available to the Actor at no cost to any Actor employed whose official place of residence (as listed with Equity) is more than 50 miles from the place of employment.

A listing of choices of available rooms shall be given to the Actor prior to his arrival at the theatre.

When a security deposit is required, the Actor is responsible for paying such deposit. The Producer agrees to advance the deposit for the Actor provided the Actor signs an authorization agreeing to have any money advanced deducted from his salary.

In all cases where there is no available public transportation and no suitable and moderately priced public dining and/or suitable living accommodations within one-half mile by normal transportation route to the theatre, the Producer shall, at his own expense, furnish round-trip transportation to the Actor for all performances, rehearsals, and/or meals as the case may require in accordance with a prearranged schedule. Said transportation shall be in a fully insured vehicle, operated by a properly licensed driver, and each Actor shall be provided with a seat in said vehicle. This transportation shall be furnished in such manner that the Actor will arrive at the theatre one-half hour prior to the beginning of each performance, and promptly for each rehearsal, and shall be available to

return the Actor to his living quarters no later than one-half hour after each performance and promptly after each rehearsal. Public transportation shall not mean public conveyance for private hire such as taxis.

If housing and/or restaurants are more than one-quarter mile from the theatre, the Producer will furnish round-trip transportation for elderly Actors and all Actors in the event of inclement weather, or in the event that the Actors are required to use unlighted roadways after dark.

In all cases where no suitable shopping facilities are available within one-half mile of the theatre by normal transportation routes, the Producer shall provide round-trip transportation to such shopping facilities twice a week at posted times. One such trip shall be to an area of diversified shopping, including a bona fide supermarket and laundromat.

## **27. SAFE AND SANITARY PLACES OF EMPLOYMENT**

### **(A) Dressing Rooms**

- (1) All dressing rooms shall be adequately ventilated with fans or air-conditioning and the Producer shall make the best effort to maintain a comfortable and healthful temperature in the dressing.
- (2) Extermination services shall be provided regularly in all dressing rooms.
- (3) Showers, if available shall have sufficient hot water and will be cleaned daily.
- (4) Should a performer with a physical disability be employed, reasonable accommodations shall be provided.

**(B) Animals.** All animals shall be kept at least 100 feet from the Actors' dressing rooms. Safety precautions will be taken when staging animals' traffic patterns in relation to those of the Actor both on stage and off.

**(C)** There shall be adequate drainage to prevent standing water in all areas used by Actors.

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

All backstage lights shall be left lit until all Actors are off the theatre premises.

**(E) Shade.** The Producer shall provide a shaded rest area wherever the Actor is required to rehearse or perform outdoors. The Producer shall make best efforts to provide shade on stage wherever the Actor is required to rehearse or perform outdoors.

**(F)** Ample, pure, cool drinking water shall be provided at no cost to the Actor wherever the Actor is required to rehearse or perform

**(G) Smoke, Haze and Pyrotechnics.** Producer may not use any stage smoke or haze not already approved by Equity. 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 Eviron/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.

- (1) **Notice Requirements.** Prior to the first use of any theatrical smoke, haze and/or pyrotechnic effect, the Producer will send written notification to Equity prior to the first technical rehearsal identifying the specific products and how they will be used in accordance with the Study.
- (2) Smoke and haze machines shall be located so as to minimize Actors' exposure to the concentrated aerosol as it first exits the machine.
- (3) 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.
- (4) Equity shall review the use of all stage fogs whenever necessary.
- (5) Only small amounts of refined, white and additive-free mineral oils may be used.
- (6) Actor shall be advised by contract rider if smoke or haze will be utilized in the production.
- (7) 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 Section 2.

## **28. SALARY**

### **Minimum weekly salary for:**

Actors	\$400.00
Stage Manager	\$450.00

Minimum weekly salaries shall increase yearly by an amount equivalent to the Cost of Living Allowances or 3%, whichever is greater.

The Producer shall pay the Actor all rehearsal and performance salary biweekly. The Producer may pay salaries by check only if facilities are made immediately available for cashing said checks at no cost to the Actor.

The Actor's acceptance of any payment of the cashing of any check shall not waive his claim for the full amount of compensation that the Actor or Equity may claim is due under the terms of this Agreement or the individual Actor's employment contract. The amount the Actor does receive, however, shall serve as a credit against the full amount of the claim.

The Producer shall use best efforts to provide the Actor with 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.

The Actor shall be issued a paycheck stub or other record indicating the gross salary, itemized additions (Including, but not limited to, overtime), and itemized deductions (including, but not limited to, union dues deductions, federal, state and local taxes and social security).

## **29. SECURITY**

A Producer shall be ineligible to engage Actors under Equity contracts to perform for RWS And Associates unless and until such Producer shall have furnished security in such amount and in such manner and form as may be satisfactory to Equity to insure the payment of the claims of Actors against such Producer.

No Actor shall work or be required to work or continue in the employment of any person or Producer or any company, if and when Equity shall be dissatisfied with the quality or amount of any security which may be offered or given or requested by Equity to secure the payment of any claim, present or future, of any Actor under Equity contract.

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 forms now called "Security Agreement" and "Producer's Statement."

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

It is understood and agreed that the Actor is entitled to the benefit of all Federal and State laws constituting what is commonly known and designated as Social Security Acts or laws including Unemployment Insurance and that the Producer during the term of this agreement and all contracts of employment shall pay any and all taxes or payments required to be paid by employers under the provisions of said law. The Producer agrees to provide Social Security benefits under the elective provisions of the Social Security Law, even if he is not required to provide benefits under law. In the event the services of the Actor are not subject to the compulsory provisions of an Unemployment Compensation (Insurance) Law of any State, then the Producer agrees that he will elect to cover the Actor and pay contribution on the earnings of the Actor under elective provisions of the Unemployment Insurance Law of the State of New York, and/or such other eligible State as Equity may determine to be in the best interests of the majority of the Actors employed by the Producer. In the event, however, the Producer is not eligible to elect to come under the New York State Unemployment Insurance Law, and if Equity has not designated another eligible State, then the Producer agrees to elect to come under the Unemployment Compensation (Insurance) Law of the State where he has his principal place of business, or of the State of the Actor's residence, or of the State where the contract of employment was entered into. The Producer agrees to elect coverage and to pay contributions within the time required by applicable State law. When such election is made to New York State, the Producer agrees to report the Actor by name, social security number and by New York address to the appropriate agency during the first week of the

Actor's employment and, in no event, later than the quarter in which the work is performed.

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

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

In the event any Producer fails to apply for Unemployment Insurance coverage or withdraws or modifies any application for such coverage without the written consent of Equity, or fails to elect coverage within the time required by applicable State law, or fails to pay the required insurance contributions to the appropriate State agencies within the time required, the Producer in that event must pay to the Actor the equivalent of any Unemployment Insurance benefits the Actor may lose as a result thereby. This obligation shall survive the termination of the Actor's contract of employment.

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

### **31. STAGE MANAGERS**

(A) An Equity Stage Manager shall be required when the production has a total cast of eight (8) or more, including any permitted non-professionals.

(B) A Stage Manager under Equity contract shall be required from the first day of rehearsal until the close of the season.

(C) The Stage Manager shall not be permitted to act, except in an emergency.

(D) The Stage Manager shall not perform any stage managerial duties of any nature for a Producer without a signed contract (after security has been properly posted with Equity) and instruction from the Producer as to the work.

(E) There will be at least a 12 hour rest between the end of work on one day and the beginning of work on the following day. Any violation of the rest break will be compensated at the overtime rate.

(F) The Stage Manager shall be present in the rehearsal area and during all performances, except in an emergency. The Stage Manager's duties shall not be performed by anyone other than a Stage Manager under an Equity contract.

(G) Work Conditions for the Stage Manager

(1) Stage Manager

(a) It is agreed that the Stage Manager's function is a full-time one.

- (b) The Stage Manager must not be required to function in areas which impinge upon his/her primary duties as Stage Manager.
- (2) The following are not Stage Managerial duties and the Stage Manager is prohibited from agreeing to:
- (a) Participate in the ordering of food for the company;
  - (b) Transport the company from performance venue to performance venue or be responsible for the maintenance of any vehicle;
  - (c) Perform the duties which are properly those of stage hands, house management staff or box office personnel;
  - (d) Design, build, hang, operate, maintain or shop for lights, sound, projections, scenery, props, or wardrobe, etc. However the Stage Manager is permitted to activate and deactivate the sound and light board.
  - (e) Arrange for living accommodations for the company, but may act as the means of communication between the Actor and the Producer.
  - (f) The Stage Manager is prohibited from handling contracts, having riders signed or initialed, or from fulfilling any other function which normally comes under the duties of the General Manager or Company Manager (which is not to preclude delivery of contracts and/or riders in a sealed envelope to or from the individual Actor).
  - (g) The Stage Manager shall be prohibited from signing the closing notice of the Company or the individual notice of termination of an Actor's contract.
  - (h) The Stage Manager is prohibited from making of payments or any distribution of salaries.
  - (i) The Stage Manager is prohibited from doing janitorial, custodial or building maintenance work as part of their Stage Managerial duties including securing and locking any part of the performance venue
  - (j) Act or Understudy except in an emergency.

### **32. MEDIA: RECORDING AND BROADCAST**

Hereunder, the term "Recording" shall refer to any taping, filming, digital, or audio recording, or any other electronic or mechanic reproduction in whole or in part of the Production.

Under no circumstances may any Recording be used for commercial or non-commercial purpose, be broadcast or otherwise exploited on television, radio or the internet except as expressly provided herein.

(A) **Newscast.** A Recording may be made of the Production for use in a review or featured story within a news program provided the following:

- (1) Producer shall make best effort to give 24-hour notice to the cast of any Recording, but in no event after the ½ hour call.

(2) Recording shall not exceed 30 minutes of any rehearsal or performance. Such Recording does not need to be contiguous, so long as no more than 30 minutes are Recorded.

(3) There shall be no more than three Recording sessions per year.

(4) No more than three minutes of footage may be used in a television, radio or internet news review or featured story. Such three minutes shall not contain an entire scene or musical number.

**(B) Commercials.** RWS and the parks in which they operate may Record Actors engaged in their contractually assigned performance duties without additional compensation for publicity and/or direct promotion of RWS and the parks in which they operate.

(1) The Producer will provide at least 24 hours advance notification to all Actors of Recording in their respective area, with a copy to Equity. Such notification will be posted on the call board at each affected performance location and shall include date, time, location, cast involved, production company, and name of production. The media crew should have proper identification visible to the Actors.

(2) The Producer will provide no less than two business day's individual notice to all performers involved in a Recording.

(3) The Producer will make reasonable effort to accommodate any Actor who does not wish to be Recorded for commercials.

**(C) Archival Recording.** A Recording may be made **for archival purposes only**, under the following terms and conditions.

(1) The Archival Recording shall not be loaned out or removed from the RWS premises without the written consent of Equity.

(2) The Recording shall only take place only during a regularly scheduled performance.

(3) The Actor shall be advised as to the nature and purpose of the Recording. RWS shall submit written notice to Equity that an Archival Recording will be made as soon as the date of the Recording is known.

(4) **If there is nudity involved in the production**, Equity shall be notified prior to the Recording.

(5) The Actors shall be informed of the day and time that the Recording will be made as soon as the date is known to the Producer, but in no event shall there be less than 24-hours' notice to the Actors.

(6) Any rehearsal called to prepare for the Recording of the production shall require overtime payment to the Actors called.

(7) Compensation to the Actor involved in the production is not a condition for the making of the Archival Recording. Should any other participating union, such as the AGMA OR IATSE, however, receive compensation for its participation,

each Actor, including the Stage Manager, involved in the Recording shall be paid no less than the applicable AFTRA/SAG rate.

(8) RWS shall provide Equity with the opportunity to view the completed Recording.

(9) The Recording may be viewed by anyone employed by or artistically connected with RWS, scholars, teachers and students in the visual and performing arts, and Equity members.

(10) If, at any time, RWS no longer operates under an Equity Agreement, all Archival Recordings shall be turned over to Equity or a mutually acceptable archive prior to the release of any bond that Equity may be holding.

(11) RWS shall maintain control and ownership of all Recordings and will ensure that they are not used for any commercial purpose whatsoever. RWS shall also ensure that no copies of the Recording are made.

Any violation of these provisions shall render the Producer liable for two weeks Production contract minimum salary for each Actor affected, in addition to any applicable SAG or AFTRA rates.

### **33. TERMINATION**

(A) It is the essence of all employment contracts that all notices thereunder, company and individual, must be in writing. Copies of all notices must be filed with or mailed to Equity forthwith by the party (Actor or Producer), giving notice.

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

(B) **Before rehearsals.** This agreement may, before the beginning of rehearsals, be terminated as follows:

(1) By the Actor giving written notice (copy to Equity) to the Producer five weeks prior to the rehearsal date on the contract.

(2) By the Actor giving written notice to the Producer less than five weeks, but at least two weeks prior to the rehearsal date specified in the contract and paying one week's salary.

(3) By the Producer giving written notice to the Actor and paying him a sum equivalent to one week's salary multiplied by the number of weeks of employment guaranteed to the Actor, or two weeks salary, whichever is greater.

(4) **Just Cause.** No Actor under Equity contract may be discharged except for just cause. If requested by the Actor, the Producer must furnish his reasons for dismissal to the Actor and Equity in writing within two weeks of such request. Equity may then investigate the basis for any discharge. If Equity desires to challenge any discharge, then the matter shall be submitted to arbitration in the manner provided in Section 2.

(C) **Individual Termination after Opening.** Either party, by giving two weeks notice in writing to the other at any time after performances have begun, may terminate said contract; such to be effective at the end of two weeks after notice is given, provided the Producer pays the Actor any salary due under any guarantee.

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

### **34. TRANSPORTATION AND BAGGAGE**

#### **(A) Transportation of Actors by Producer**

(1) Except as specifically changed or modified herein, the Producer shall, at his own expense, transport the Actor when required to travel, from place of residence to the theatre and return. The Producer shall provide such methods of travel to the theatre as are most direct within the public means of transportation available. The preferred method of transportation shall be scheduled air tourist flight, provided that if train or bus transportation is more appropriate to the production site and the Actor's residence, that shall be the preferred method of transportation.

(2) **Air Travel.** The Actor shall not be compelled to travel by air without his consent. In each and every case, it shall be entirely in the determination of the Actor to decide whether he wishes to travel by air or not. Air travel, if consented to by the Actor, may not be on non-scheduled or private air lines. Scheduled air tourist flights may be substituted for first-class air travel, provided such flights take place during the hours between 8:00 A.M. and 8:00 P.M., and are of less than six hours duration and meals are provided at the Producer's expense. If the Actor consents to travel by air, the Producer agrees to reimburse the Actor for the premium cost of air travel insurance up to the amount of \$60,000 purchased by the Actor. Air excursion tickets or group air travel plans may be used only between the hours of 8:00 A.M. and 8:00 P.M. An Actor may not be required to arrive early or stay at the theatre after the conclusion of his engagement in order to take advantage of excursion or group rates. If delay en route in air travel occurs, all expenses usually paid for or furnished the traveler under first-class air travel, and not paid to the Actor by the airline, shall be reimbursed to the Actor by the Producer. The Producer shall designate that the Actor's baggage be transported either by air freight or air excess baggage. If the Producer designates air freight, the Actor shall be given at least 24 hours notice thereof, so as to arrange for such transportation. The cost of transporting one checked bag within the airline's weight limit and conforming to airline regulations, in addition to permitted carry-on baggage, will be borne by the Producer.

(3) **Train Travel.** Day coach transportation is limited to 10 hours daily. Night transportation shall include individual Pullman Sleeping accommodations, which shall be no less than a roomette. Should the Producer present proof satisfactory to Equity that Pullman sleeping accommodations could not be obtained, the Producer shall pay the Actor the amount equal to the cost of a roomette only,

without taxes or other excess charges. Failure to do so shall obligate the Producer to pay the Actor the difference between the total cost of first-class Pullman transportation including a roomette, taxes and other excess charges included, and the amount of coach transportation.

(4) **Bus Transportation.** Bus travel shall be a public carrier duly licensed to carry passengers by interstate or intrastate commission, such travel shall be between the hours of 8:00 A.M. and 8:00 P.M. Buses shall be air conditioned and provide the maximum comfort to the Actor.

(5) The Producer shall furnish the Actor with the necessary tickets or their cash equivalent from place of residence to the theatre at least three days in advance of his departure. The Producer, upon request of the Actor, shall deliver to him his return transportation at least one week before the close of the Actor's engagement. If, in an emergency, it should become impossible for the Producer to comply with the above conditions, the Producer shall reimburse the Actor in the amount equal to the actual sum spent by the Actor for the transportation, but in no event less than the cost of first-class transportation.

(6) Anything in the foregoing to the contrary notwithstanding, the Actor and the Producer may agree in writing as to routes and modes of transportation. In no event, however, shall any such agreement provide for a payment to the Actor of a sum less than the cost of applicable public transportation from the place of residence to the theatre and return.

#### **(B) Baggage**

(1) The Actor shall be responsible for transporting his personal hand baggage to and from his residence to applicable bus or train station or airport, and the Producer shall reimburse the Actor in full for all reasonable expenses incurred, as set forth by the Actor on a form which shall be provided by Equity for this purpose.

(2) The Actor shall also be responsible for transporting his personal hand baggage, under the Producer's direction, from the Actor's place of residence to and from the station, terminal or place of the Actor's arrival at or near the town in which the Producer's theatre is located and back to the Actor's residence or the place of engagement. The Producer will pay for the cost of transporting one checked bag conforming to airline regulations, in addition to permitted carry-on baggage.

Upon arrival, the Producer shall be responsible and pay for transportation of the Actor's baggage as above from the station, terminal, or place of the Actor's arrival to the theatre and/or the Actor's lodging place, and back to the station, terminal, or place from which the Actor departs after the close of the engagement.

### **35. UNION SECURITY**

All Actors, except non-professionals as provided herein, who are members of Actors' Equity shall, as a condition of employment, continue to be members of the Union in good standing for the life of this Agreement. 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.

### 36. VACATION

The Actor shall accrue one day of vacation pay for each six weeks of employment for the same Producer. However, the Actor shall not be eligible for vacation pay unless he has been employed at least 16 weeks within a 12 month period for the same Producer. The Producer may direct when the Actor is to take vacation time, provided the Producer gives the Actor two weeks advance notice. If the Actor does not use the vacation time, the Actor shall receive accrued vacation pay as severance pay, one day being equal to one-sixth of Actor's contractual salary.

### 37. VOTING -- SECRET BALLOT

(A) Equity cast meetings called by the Deputy or the Stage Manager to vote on working conditions or concessions may only be held with the prior consent of Equity. At such meetings, neither the Producer nor the Producer's representative (whether or not on an Equity contract) shall be present other than to explain the Producer's position. Any action proposed or approved at such a meeting shall not be binding without the written approval of Equity.

(B) All votes at such meetings shall be by secret ballot.

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

### DURATION

This agreement shall commence upon signing and shall be reviewed yearly. The Association reserves the right to change, modify or limit the agreement with 120 days written notice to the Producer.

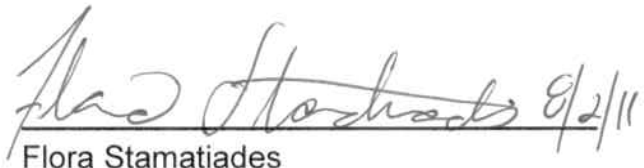
#### AGREED TO BY:

**For RWS and ASSOCIATES**



Ryan Stara  
CEO  
RWS and Associates

**For Actors' Equity Association**



Flora Stamatiades  
National Director  
Organizing & Special Projects