

Actors' Equity Association

AGREEMENT AND RULES GOVERNING EMPLOYMENT ON ELLIS ISLAND

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AGREEMENT AND RULES GOVERNING EMPLOYMENT IN PRODUCTIONS ON ELLIS ISLAND

RECOGNITION

The Producer, The Statue of Liberty-Ellis Island Foundation, Inc., recognizes Actors' Equity Association (hereafter "Equity" or "AEA") as the exclusive representative of the Actors (Principals, Chorus, Improvisational Actors, Mainstage Actors, Dance Captains, Swings, Understudies) employed by the Producer in any production or in connection with any production on Ellis Island, for the purpose of collective bargaining and the administration of matters within the scope of this Agreement.

1. ACTOR'S OBLIGATIONS TO EQUITY.

(A) Nothing contained in any employment contract signed by any Actor shall be construed so as to interfere with the carrying out of any obligation which an Actor owes to Equity by virtue of the Actor's membership, and the Producer shall not only not request or require any Actor to do any act or thing forbidden by the Constitution and By-Laws of Equity or by the rules or orders of Equity or orders of its authorized executives, but shall 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 the Producer has notice:

(1) That the Associated Actors and Artistes of America is a voluntary Association (hereinafter "4A'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 4A's is in turn subject to the Constitution, By-Laws, orders, rules and regulations of the 4A's and the AFL-CIO.

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

Contracts of employment shall be subject to all such rules and regulations.

(C) Nothing contained in this Rule shall, however, require the Producer to take any action which is not legally permissible, or permit Equity to change, modify, amend, supersede or impose any conditions or obligations upon the Producer which are not specifically set forth in the Agreement and Rules Governing Employment in Productions on Ellis Island or in any of the individual agreements made with Actors, consistent herewith.

2. AGENTS.

(A) Equity Franchise Required. The Producer has notice that if negotiation 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 part, the Producer shall not directly or indirectly require an Agent to intervene to complete the engagement or require the Actor to sign the contract at or through an Agent's office. Any such Agent so engaged does not represent the Actor, and should such Agent make a claim for commission, the Actor shall notify the Producer accordingly, and the Producer shall indemnify the Actor and hold the Actor harmless from any such claim.

(C) Chorus. Actors performing under a Chorus contract or performing chorus work shall not be required to pay commission to any Agent except in accordance with the Equity Agency Regulations.

3. ALIENS.

Non-resident Aliens shall not be employed in productions on Ellis Island.

4. ANNOUNCEMENTS.

(A) An announcement shall be made, either in the program or live before the beginning of each performance to the effect that the taking of pictures or the making of recordings of any kind during the performance is prohibited.

(B) A live announcement shall be made at each performance if the aisles are used by the Actors for entrances and/or exits, that the aisles shall be kept clear during the performance.

5. ARBITRATION. (See also Rule 12 CLAIMS.)

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

(A) 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. Nothing herein shall be construed to give the arbitrator the authority to alter, amend, or modify any of the provisions of this Agreement. The site of the arbitration shall be New York City.

(B) Time Limit. Should the Producer dispute a ruling by Equity, the Producer shall demand arbitration within four weeks of notice to him of said ruling. Failure to do so shall constitute agreement with said ruling, and an acknowledgement that Equity may deduct any monies due as a result of said ruling from any security posted with Equity by the Producer. The Producer further shall replace said amount deducted immediately upon demand by Equity.

(C) Expenses. The expense of the arbitration, including the compensation of the arbitrator, shall be shared equally by Equity and the Producer.

(D) 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.

6. AUDITIONS.

(A) General provisions:

The Producer shall conduct auditions or interviews for performers. The following conditions shall apply:

- (1) Among the auditions or interviews held, there shall be auditions or interviews for Equity performers.
- (2) The Producer is under no obligation to hire any person pursuant to any audition or interview procedure including the procedure for Equity performers set forth below.
- (3) Producer shall list in all audition notices the primary requirements of the production, including but not limited to Improvisational Actor/Understudy duties.

(B) Equity Audition/Interviews:

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

- (1) There shall be no less than two full days of auditions annually. These auditions shall be at the theatre or other local space approved by Equity. An individual with casting authority (i.e. one who can effectively recommend performers for employment by the theatre) shall be present at all times during auditions/interviews.
- (2) Scheduling. The Producer shall submit to Equity, for posting at the Equity offices, a listing and description of all roles in the production and all necessary information for contacting the Producer. This listing shall be submitted at least 10 business days prior to the audition and prior to any other casting announcement. The Producer shall list all audition notices on the appropriate Equity area "hotline" by providing at least 10 days notice of the audition to the "hotline" coordinator.
- (3) Procedures. Auditions, readings, and/or interviews, shall be limited to three in number for an Equity performer, and said performer shall be compensated at the rate of one-seventh of minimum salary for each reading and/or audition over three to which the performer is called. Performers shall be auditioned individually and shall not be called in groups unless necessary for physical screening, movement and/or voice blending.
- (4) Safe and Sanitary Provisions. Performers shall not be permitted to audition in any premises that do not comply with the fire laws of New York City. The Producer shall provide:

(a) A room, other than the audition room, that shall have seating and open space where the performers may wait and/or warm up for the audition.

(b) Separate change facilities (not lavatories) for men and women dancers.

(c) An audition, change and/or waiting rooms that are properly lighted, ventilated and in which the temperature is properly regulated during inclement weather (hot or cold) to provide a comfortable environment, but in no event less than 68°.

(d) Actors shall not be required to perform dance steps on concrete or marble floors or any other surfaces which Equity shall reasonably deem to be injurious or unsafe, or on wood or any other substance laid directly over such similar surfaces which does not provide air space of at least one and five-eighths inches between the concrete, or marble, or similar supporting surface and the resilient dancing surface.

(5) Liability Insurance. The Producer shall provide liability insurance at auditions and shall provide the name of the insurance carrier to the performers at the audition. In the event of injury, the Producer shall advise the performer of the procedure for filing a claim with the insurance company.

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

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

(2) Nondiscrimination.

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

(b) The Actor shall not be required to perform in any theatre or other place of performance where discrimination on the basis of race, color, creed, national origin, gender, sexual orientation, political

persuasion or belief, age or disability is practiced against any Actor or against any patron as to admission to or seating in such theatre or other place of performance.

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

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

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

(c) 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.

(4) Performers with Disabilities

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

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

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

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

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

auditioned, interviewed, hired and/or replaced and will forward such records to Equity within 30 days of the final performance of the season. Equity will provide the applicable form. The Producer may provide a form upon which performers who appear at the audition may designate, at their option, ethnic background/origin and/or gender.

7. BINDING EFFECT OF AGREEMENT.

All contracts of employment signed pursuant to this Agreement 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.

8. BLACKLISTING.

The Producer and Equity each pledge themselves to prevent blacklisting in the Theatre. Blacklisting, for the purposes of this Rule, shall mean the submission by the Producer, directly or indirectly, to individual or group pressure, and/or the use of private lists, published or unpublished, of persons who are not to be employed in theatrical productions for reasons having no direct relation to their theatrical ability. If it is determined that a Producer has blacklisted, as defined herein, said Producer shall pay the Actor losing employment as a result thereof, the Actor's full contractual salary for the duration of the contemplated engagement, plus a sum equivalent to the full contractual salary of the Actor's successor(s) or \$1,000, whichever is the greater.

9. BREACHES BY PRODUCER.

(A) Should the Producer be in breach of any of the Producer's obligations under the Producer's Agreement with Equity, including but not limited to:

- (1) Breaching an individual contract of employment, or failing to abide by any rule which is part of said contract, or being in default as to any such contract; or
- (2) Making any false statement in connection with any employment agreement or regarding security, or failing to deposit security at the time and in the form and amount required by Equity; or
- (3) Employing any Actor under any form of contract other than a Standard Equity Form; or
- (4) Should any situation arise where, because of the act of the Producer, or the Producer's fault or default, the Actor is released from the Actor's obligation to work, then, in any of said events, the Actor may, Equity consenting, forthwith terminate the Actor's employment, and be released from any obligation to render services to the Producer.

(B) If a breach occurs as in (A) above, the Producer shall pay the Actor forthwith, in full, for all services rendered by the Actor, plus any other sums to which the Actor may be entitled by contract or by Equity Rules which have not yet been paid to the Actor, and for any damages that may arise under contractual law and also, as liquidated damages, no present basis of calculation existing, a sum equal to two weeks' contractual salary. Against

said sum equal to two weeks' salary, 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 or period of employment contracted for. Disputes as to the applicability of the foregoing paragraph shall be subject to arbitration under Rule 42 and neither Equity nor the Actor may finally determine any question of violation or breach on the part of the Producer, except as to violations of Rule 9(A)(2) & (3) above. In the event of the Producer's breach of Rule 9(A)(2) or (3), 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.

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

(1) Should a Producer be found by an arbitrator to have engaged in such conduct, said Producer agrees that such conduct on the Producer's part shall be a breach of the Producer's employment agreements with Actors, entitling any such Actors to the remedy stated in paragraph (B) above. The Producer further agrees that upon such breach, the Producer's name may be posted on the "Defaulting Employer's List" maintained by Equity.

(2) Should any Actor engage in such conduct, said Actor shall be subject to such disciplinary action as Equity may determine. 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.

(D) Should the Producer in any way breach any clause of the Producer's Agreement as negotiated with Actors' Equity Association (such as but not limited to ratio, maximum seating, maximum ticket price) the Producer shall pay a penalty of not less than two weeks of an Actor's minimum salary for each such breach and for each week the breach continues. Such penalty shall be made to the Actors' Equity Foundation.

10. BREAKS AND REST PERIODS.

(A) Rest Period. There shall be a 12-hour rest period between the end of work on one day and the beginning of work on the next. Any invasion of this rest period shall be paid at double the overtime rate in addition to all other remuneration due.

(B) Breaks. There shall be a recess of one hour after a period of not more than five consecutive hours of rehearsal and/or performance. In addition, there shall be a break for each Actor of five minutes after each 55 minutes, or 10 minutes break after 80 minutes of rehearsal.

(C) Designated Day Off. The Actor shall be entitled to one scheduled full "Designated Day Off" each workweek (including the rehearsal period), which shall be free of rehearsals and/or performances. A "Designated Day Off"

shall be defined as a full 24 hours in addition to the standard 12-hour rest break at the end of each workday.

11. CALLBOARD.

(A) A callboard shall be maintained backstage on which information important to the cast shall be posted. This information shall include:

- (1) Sign-in sheet;
- (2) Any notices, correspondence or letter(s) of information sent by Equity to the Company;
- (3) Company closing notice (when applicable) and other communications from the Producer to the Company as a whole;
- (4) Worker's Compensation Carrier and Carrier Number;
- (5) Members of the Producer's staff whom the Actors can contact in case of emergency;
- (6) Information regarding fire exits and fire-fighting equipment and proper procedures in case of fire;
- (7) Brush-up rehearsal calls after opening. (All other calls after opening shall be given to the Actors by the management.)

12. CLAIMS.

(A) Waiver or Release Not Permissible. No Actor may waive rights to any claim or any portion thereof unless Equity consents in writing; the Producer agrees not to seek or solicit any such waiver, release, or settlement, nor offer the same in any arbitration or any court proceeding, unless Equity specifically consents in writing. In no case shall claims of Actors under employment contracts be handled or enforced by agents or attorneys of said Actors unless same are consented to by Equity in writing.

(B) Time Limit in Filing Claim. Should the Actor deem that there is any claim against the Producer under the Actor's contract, the Actor shall present the same to Equity or to the Producer within 30 days after the time when such claim shall have arisen unless the Actor shall give to Equity and/or to the Board of Arbitration a good and sufficient reason for any delay after such period of 30 days. Should Equity deem that there is any claim against the Producer, whether filed by an Actor or not, Equity shall file the claim with the Producer in writing no more than 30 days after the time when Equity becomes aware of the claim unless Equity shall give to the Arbitrator a good and sufficient reason for any delay after such period of 30 days.

13. CLOTHES AND MAKE-UP.

(A) Costumes the Producer Shall Provide. The Producer shall provide all costumes and clothing except modern conventional undergarments. The Actor may not be required to use any personal wardrobe in the production and in no event shall a Producer require the Actor to purchase any clothes for the production. Additionally, the Producer shall furnish all Actors with footwear, including properly fitted shoes, tights, hose, and stockings.

(B) Rentals. No Actor shall rent or lend any wardrobe to a production for use in any production until the terms of the rental, based on the schedule below, are stated in a rider to the Actor's contract of employment. The agreed upon payment shall be paid to the Actor with the Actor's salary but by separate check or itemized separately. These payments shall not be subject to union dues or pension. The following shall be the minimum rental fee per week when an Actor shall furnish the Actor's own clothing for a production:

Topcoat	\$4.00	Suit.....	\$12.00
Overcoat.....	4.00	Sweater	2.00
Raincoat	4.00	Tie50
Suit Jacket.....	4.00	Hat.....	1.50
Blouse	1.50	Boots	4.50
Dress.....	3.00	Evening Gown.....	12.00
Ensemble (complete outfit).....	18.00	Slip/Bra.....	1.50
Jeans.....	1.50	Nightgown	1.50
Shirt.....	2.00	Bathing Suit.....	1.50
Skirt	3.00	Wig, Hairpiece, or facial	
Shoes/Sneakers	4.50	hair	7.00
Shorts	1.50	Miscellaneous	
Slacks.....	3.00	(Purse, Jewelry & such)50

With respect to garments not appearing on this schedule, the rental fee shall be negotiated to the mutual agreement of the Actor and the Producer.

When the Producer has provided suitable costumes for the Actor's use in the production but the Actor elects to wear the Actor's own clothing instead, the Producer shall not be required to pay any rental fee.

(C) Shoes and Dancing Shoes.

(1) Shoes. The Producer shall provide properly fitted footwear, which if for dancing, shall be new. All other footwear shall be clean, sanitary, and in good repair.

(2) Dance Shoes. The Producer shall provide properly fitted professional dance shoes for all members of the cast who are required to dance. Dance shoes may represent the period of a production (e.g. sneakers in *West Side Story* or athletic shoes in *Damn Yankees*) and shall conform to the appropriate style of the movement. All footwear shall be of suitable construction for dancing when used for theatre dance movement. Professional dance shoes are not required for normal ballroom dancing or where there are minimally choreographed movements. The Producer shall provide professional dance shoes at least one week prior to dress rehearsal. The Producer shall furnish toe shoes with ribbons for all rehearsals and performances requiring toe shoes. The Producer shall furnish at least one pair of toe shoes for each member of the cast called upon to dance in toe shoes. New toe shoes shall be provided sufficiently in advance of their use to allow the Actor adequate time to break in the shoes. Shoes for dancing shall be rubbered and braced and shall be repaired or replaced whenever necessary

(D) Cleaning and Upkeep. All clothing worn by the Actor for use in the production, whether furnished by the Producer or not, shall be cleaned at the Producer's expense whenever necessary but at least every week and laundered whenever necessary. All clothing shall be aired whenever possible. Clothing shall also be repaired or replaced whenever necessary. The employer will engage wardrobe staff to provide these services. An Actor may not be engaged to perform these services as a condition of employment.

(E) Skin Parts. All Actors including Understudies shall be supplied with new or freshly laundered and dried "skin parts" daily.

(F) Knee Pads 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, and large) items for the exclusive use of the Actor for all rehearsals and performances.

(G) Make-up. The Actor shall supply all conventional theatrical facial make-up. The Producer shall supply all special and body make-up.

(H) Wigs, Hairpieces, and Facial Hair. All wigs, hairpieces and facial hair shall be provided to the Actor in a clean and sanitary condition and shall be so maintained by the Producer.

(I) Change of Hair Color. The Actor may not be required to change the color of the Actor's hair unless the Actor agrees in writing, and the Producer shall pay for the expense of changing the color professionally and of its upkeep during the run of the engagement and of the professional restoration to the original color at the end of the Actor's engagement.

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

(K) Costumes for Understudies and Swings. Each Actor, whether a principal, swing, or understudy shall be furnished with his own properly fitted costume, including shoes, whenever required to perform.

(L) Measurement for Costumes and/or Costume Fitting. All calls for costume measurements or fittings shall be paid at a rate of not less than **2006 season: \$11.00, 2007 season: \$11.50, 2008 season: \$12.00, 2009 season \$12.00** per hour or part thereof, unless the measurement or fitting occurs during paid performance or rehearsal time.

14. CONTINUOUS EMPLOYMENT.

Continuous employment of the Actor is the essence of all employment contracts. Employment thereunder shall begin on the date of the beginning of rehearsals or required date of arrival if earlier, and shall continue until terminated as herein provided, and not otherwise. All calculations of sums due or benefits accruing to the Actor shall be computed on the basis of consecutive employment.

15. CONTRACTS.

(A) All contracts with Actors shall be valid and binding only when on the official Equity printed contract form. No other form of contract, oral or written, shall be deemed valid. The Producer shall not offer any such other form of contract into evidence in any arbitration or assert any defense or waiver in an effort to establish any form of contract, notwithstanding anything to the contrary in the law of the state in which the theatre is located.

(B) Effective Date. Contracts between Producer and Actor shall be signed before the Actor begins rehearsal 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 they shall be signed as of said date.

(C) Signing of. Unless contracts are signed concurrently, they shall be signed by the Producer first. The Producer agrees that all blanks, including opening date, assignment, and salary shall be filled in before signing or delivery.

(D) Right to Negotiate. The Actor and the Producer shall understand that the Rules and Regulations as set forth herein are minimum provisions and, as such, do not mitigate against an Actor negotiating for better terms of employment. (See also Rule 44, SALARIES.)

(E) Hiring "As Cast" Prohibited. All duties shall be specified in the Actor's contract at time of signing.

(F) Determination of Classification. Equity has the sole right to determine whether an individual is correctly classified as a Principal, Chorus, Stage Manager or Assistant Stage Manager, and the Producer agrees that Equity's determination shall be final.

(G) Changes and Alterations. The Actor(s) and/or Producer have 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. All riders, changes, waivers, or substitutions made to any contract of employment require the consent of Equity in writing. If Equity does not consent, said riders, changes, waivers, or substitutions, or any part thereof, are void. 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. If Equity fails to notify the Producer in writing of its disapproval of said riders, changes, waivers or substitutions within 10 business days after receipt thereof by Equity, they shall be deemed approved. No such riders, changes, waivers, or substitutions not previously agreed to by Equity shall be admitted in evidence in any arbitration for the disposition of any claim without the written consent of Equity.

(H) Executed Agreement. The Producer shall file with Equity a signed employment contract within one week after entering into such contract. Where the Actor is employed after rehearsals have begun, the contract shall be filed within three days. Failure to do so shall constitute a breach of contract by the Producer, and the Actor may, at any time, Equity consenting, terminate the contract without notice, and the Producer shall pay the Actor as damages for breach, a sum or sums to be computed as in the case of breach of Rule 9, BREACHES BY PRODUCERS.

(I) Contracts and riders shall be signed in quadruplicate (Producer, Actor, Equity filed by Producer, Equity filed by Actor).

16. DEFAULTING EMPLOYERS.

(A) A Producer shall be ineligible to engage Actors unless and until said 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 said Producer.

(B) Any Producer engaging any Actor represents that said 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 said Producer and Equity or any Actors, any breach of which remains unsettled or unliquidated.

(C) No Actor shall work or be required to work or to continue in the employment of any Producer, without the consent of Equity, or to work for any person, partnership, corporation, enterprise, or group that has violated or is violating any Agreement with Equity or any of its members; or which has failed to abide by any arbitration award, or, where permitted herein, any final determination of Equity; or which, through failure to meet past obligations to Equity or its members, has been placed on Equity's "Defaulting Employers' List;" nor shall any Actor work for or be employed by anyone who is or has been connected, either as an individual proprietor, general partner, associate producer, corporate director, officer, active stockholder or otherwise with any defaulting Producer so specified, without the consent of Equity.

(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.

17. DEFINITIONS.

(A) Actors' Equity Association. The terms "Equity," "AEA," or "Actors' Equity" shall mean Actors' Equity Association.

(B) Actor. The term "Actor" shall refer to and include all persons who are engaged under Equity Principal and Chorus, contracts.

(C) Principal Actor. The term "Principal Actor" shall include all persons who are engaged under Equity contracts other than those engaged on Chorus contracts and/or engaged to perform Chorus work.

(D) Chorus. The term "Chorus," "Chorus member," "member of the Chorus," "Actor engaged under a Chorus contract" and "Chorus performer" shall

include Actors engaged under Chorus contracts and/or those actually performing Chorus work, as may be determined by Equity.

(E) Improvisational Actor/Understudy. The term "Improvisational Actor/Understudy" shall refer to all persons engaged under Equity contracts to understudy and promote the Mainstage show, and perform in the *Board of Inquiry*.

(F) Mainstage Actor. The term "Mainstage Actor" shall refer to all persons engaged under Equity contracts, to perform in productions on the Mainstage.

(G) Opening. "Opening" shall be defined as the first paid public performance.

(H) Opening Week. The term "opening Week" shall mean the workweek that contains the first paid public performance.

(I) Production Contract. Wherever the term "Production Contract" or "Standard Minimum Contract" is used in these rules, it is understood to refer to the contract covered by the Agreement and Rules Governing Employment under the Equity/League Production Contract. Where the term "Production Contract Minimum, Production Minimum," or "Standard Production Minimum" is used, it is understood to refer to the applicable minimum salary in the Agreement and Rules Governing Employment under the Equity/League Production Contract.

(J) Weekly or Contractual Salary. Weekly or contractual salary shall be all compensation received by the Actor subject to federal, state and local withholding taxes.

(K) Workweek. The "Workweek" shall be Sunday through Saturday. No other workweek shall be used for computing days off, pay period, and so forth.

18. DEPUTIES.

(A) Deputies shall be required in each company. Whenever a Chorus performer is employed, there shall be a deputy for Chorus singers and dancers, in addition to a Deputy for Principal Actors. Deputies shall have the duty and obligation to report to Equity any non-compliance with the Rules.

(B) Deputies shall be elected from among the Actors of the company and function at all times in each company. The deputy shall be elected within the first two days of rehearsal. A rehearsal may be extended no more than fifteen minutes to compensate for the time used for the election. In the event the deputy leaves the company for whatever reason, an election to replace the deputy shall be held immediately. After any deputy election, the appropriate Equity office shall be immediately notified of the results of said election by the newly elected deputy by telephone.

19. NONDISCRIMINATION.

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

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

20. DISCRIMINATION FOR UNION ACTIVITY.

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

(B) In the event the employment of a deputy is terminated for any reason whatsoever, the Producer shall furnish written reasons for such termination to both the deputy and Equity at the time of dismissal.

(C) Any deputy or member who claims that the Producer has given notice or otherwise penalized said deputy or member of Equity for fulfilling duties either as a deputy or as an Equity member may present the case to the Equity Regional Executive who shall give the Producer an opportunity to be heard. If the Regional Executive is satisfied that such activities are the real cause of dismissal or of any penalty, the Executive may permit the Actor's claim to be arbitrated and shall have the right to determine the character and the amount of the claim to be submitted.

(D) It is further agreed that, if upon arbitration the claim of the deputy or member 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 \$1,000 or five weeks salary, whichever sum is the greater. If the claim is sustained, said deputy or member shall also be reinstated with back pay from date of dismissal to date of reinstatement.

21. DUTIES OF THE ACTOR.

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

(B) The Actor shall:

- (1) Be prompt at rehearsals and all other official calls;
- (2) Improvisational Actors/Understudies must check in at the theatre no later than the assigned call time.
- (3) Pay strict regard to make-up and dress;
- (4) Conform to the language of the script;
- (5) Perform the Actor's services as reasonably directed, to the best of the Actor's ability;
- (6) Properly care for the Actor's costume and props;
- (7) Respect the physical property of the production and the Producer;
- (8) Refrain from using or being under the influence of alcoholic beverages and illegal drugs during rehearsals, half-hour and performances and/or while traveling in the company vehicle;

(9) Abide by all reasonable rules and regulations of the Producer not in conflict with Equity Rules (See Rule 41(A), REPLACEMENT OF ACTOR); and

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

(C) Scenery and Prop Moves.

(1) An Actor in character may, consistent with that character, set or move scenery or props.

(2) An Actor out of character may set or move scenery or props only when making an entrance or exit.

(3) Actors shall not be permitted to do set or property moves which, due to any of the following, are inherently hazardous: location on stage, weight of the set piece or prop, construction, pyrotechnic or electrical effects, proximity to machinery or simultaneous movement of the scenery or effects.

22. EQUITY SPECIAL PROVISIONS.

(A) 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.

(B) Meetings. The Producer shall not require the services of the Actor for rehearsals at any time when an official Equity membership meeting, is being held within 50 miles of the theatre where the Actor is rehearsing or performing, except in cases where dress rehearsals are being held or rehearsals on opening date provided Equity has notified the Producer of the meeting at least two weeks in advance. Time off for this purpose shall not be counted as a part of that day's rehearsal.

(C) Special Power.

(1) Whenever it is provided in any employment contract that any act or thing may be done by an Actor at the option of or with the consent of or at the request of Equity, or on the demand of or with the consent of such Actor, Equity, representing the Actor, has and is given the authority to act for and in place of the Actor and to assert the Actor's position or make the 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 that Actor's contract, said action to be taken on behalf of the Association in writing by either the President, the Executive Director, one of the Equity executives, or members of the Legal Department especially authorized to act.

(D) Oral and Written Interpretations. Oral or telephone rulings made by Equity are not binding upon the Association or, except with its consent, upon its members. Written rulings or interpretations of the employment contract or the Agreement Governing Employment in Productions on Ellis Island 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 to act, and shall be binding upon the Association only when said persons act within the powers delegated to them by the Council.

(E) Should there be any conflict between any Rules or any basis for more than one interpretation as to the meaning of any of them, Equity shall have the right to determine the correct interpretation or resolve the conflict, and its decision shall be binding upon Actors.

(F) Duly authorized representatives of Equity shall have free access to all work areas and housing and to all members of Equity at all times, inclusive of rehearsals and performances.

(G) Determination of Classification. Equity has the sole right to determine whether an individual is correctly classified as a Principal Actor, Chorus, Stage Manager, or Assistant Stage Manager and the Producer agrees that Equity's determination shall be final.

23. HEALTH PLAN.

2006 Season. The Producer shall transmit to the Equity-League Health Trust Fund a sum of \$167.00, which includes Salary Continuance Insurance payments (see Rule 26(B), INJURY AND SALARY CONTINUANCE) per week per Actor for each week or part thereof of the Actor's employment (rehearsal or performance).

2007 Season. The Producer shall transmit to the Equity-League Health Trust Fund a sum of \$184.00, which includes Salary Continuance Insurance payments (see Rule 26(B), INJURY AND SALARY CONTINUANCE) per week per Actor for each week or part thereof of the Actor's employment (rehearsal or performance).

2008 Season. The Producer shall transmit to the Equity-League Health Trust Fund a sum of \$200.00, which includes Salary Continuance Insurance payments (see Rule 26(B), INJURY AND SALARY CONTINUANCE) per week per Actor for each week or part thereof of the Actor's employment (rehearsal or performance).

2009 Season. The Producer shall transmit to the Equity-League Health Trust Fund a sum of \$200.00, which includes Salary Continuance Insurance payments (see Rule 26(B), INJURY AND SALARY CONTINUANCE) per week per Actor for each week or part thereof of the Actor's employment (rehearsal or performance).

These monies shall be used to provide extended Health Insurance coverage for the Actor, including but not limited to, medical and hospital benefits, pursuant to eligibility requirements specified in the Fund Plan. The Producer 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 during the term of this Agreement.

24. HOLIDAYS.

Any Actor who works on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day shall be paid at a rate of time and one-half of regular contractual salary for such day.

25. ILLNESS AND LEAVE.

(A) Leave. Commencing with the first day of employment, the Actor shall be entitled to one day of paid leave. After completing each 30 workdays of employment, an Actor shall earn and accrue an additional day of paid leave. Any unused days of paid leave will be paid out at the termination of the Actor's employment.

26. INJURY & SALARY CONTINUANCE INSURANCE.

(A) Worker's Compensation. The Producer shall obtain and maintain Worker's Compensation insurance coverage for all Actors under the Producer's employ.

(B) Salary Continuance is payable, in addition to Worker's Compensation, for an injury received in the course of employment. A schedule of benefits may be obtained at the Equity-League Fund Office.

27. INTERVIEWS AND PERSONAL APPEARANCES

(A) The Producer shall furnish expense money to the Actor for all reasonable personal expenses incurred in connection with personal and publicity appearances initiated by the Producer.

(B) Equity shall set no limit on the number and length of personal appearances, newspaper, radio, and/or TV interviews arranged by the Producer, except as specified herein. An Actor may not be required to be available for personal appearances and/or interviews except within the allowable rehearsal and/or performance hours. Any personal appearances/interviews falling outside the allowable rehearsal and/or performance hours shall be with the Actor's consent and at his convenience and the Actor shall have the right to limit the number and time devoted to such appearances and interviews. Personal appearances and interviews may not include performing material from the production without compensation as set forth in (D).

(C) An Actor may not be requested to be available on the Actor's day off except with the permission of Equity. An Actor shall be given no less than 48 hours notice of all personal appearances and/or interviews scheduled outside of normal rehearsal hours. An Actor shall be given no less than a 24-hour notice of all personal appearances and/or interviews scheduled during normal rehearsal hours. Any time taken for personal appearances, newspaper, radio, and/or TV interviews (including transportation to and from the interview site) may not infringe upon the 12-hour rest period without incurring overtime.

(D) Performance Required.

(1) For Television and Radio. When an Actor is required by the Producer (or the Producer's representative) to perform at a personal appearance and when the personal appearance comes under the jurisdiction of AFTRA, the Producer and Actor agree to meet all the requirements of AFTRA. The Stage Manager may be excused by the Producer from having to attend personal appearances; however when a Stage Manager is required to do any work at a personal appearance which comes under the jurisdiction of AFTRA, then the Stage Manager shall be paid no less than the applicable AFTRA minimum for a Principal (on camera).

28. JOB SECURITY.

(A) Each Actor will be scheduled for five days of employment per week. This does not include On-Call Understudies.

(B) Contracts shall not be term contracts, but shall be open-ended. They may be terminated under the terms of rule 51, Termination.

29. LATENESS.

If an Actor arrives at work late more than 2 times, the Producer may deduct 1/14 of a day's salary for each ½ hour or part thereof.

30. 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) Rule 19 NONDISCRIMINATION, shall be deemed binding and shall remain in full force and effect, notwithstanding any state, local, or municipal ordinance to the contrary.

(D) 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.

31. MILITARY SERVICE.

If the Actor is called to report for military service, the Actor may terminate the Actor's contract by giving the Producer as much notice as the circumstances shall permit.

32. MUSICALS.

Before a musical is scheduled, and prior to auditions, the Producer shall contact Equity for specific musical rules, including, but not limited to, Chorus provisions and requirements.

33. PENSION.

The Producer shall participate in the Equity-League Pension Trust Fund and shall make weekly contributions thereto in an amount equal to 8% of all gross salary payments made to the Actor. The Producer agrees to be bound by the Agreement and Declaration of Trust establishing the Pension Trust Fund,

including all its rules and regulations, and any and all amendments and modifications thereto, which may be adopted by its Trustees during the term of this Agreement.

34. PERFORMANCES.

(A) There shall be no more than 3 ½ total hours of performance in a single day.

(B) A performance may begin no earlier than 10:00AM and end no later than 6:00PM without additional compensation, as set forth in Rule 34/J.

(C) For Mainstage Actors, there shall be a break of no less than 15 minutes between each mainstage performance, except that there shall be a lunch break of no less than one hour after no more than five continuous hours of work. If the 15 minute break is invaded, there shall be a payment of 2006 season: \$11.00, 2007 season: \$11.50, 2008 season: \$12.00, 2009 season: \$12.00 to each Actor whose break has been so invaded. If the lunch break is invaded, there shall be a payment of 2006 season: \$16.00, 2007 season: \$17.00, 2008 season: \$18.00, 2009 season: \$18.00 per half hour, or part thereof, to each Actor whose break has been so invaded.

(D) Mainstage Actors shall report to the museum forty-five minutes prior to the first mainstage performance of the day. The workday shall be no longer than 7 hours out of an 8 hour day span, which workday shall start at the staff boat departure. Mainstage Actors shall not be required to work as Improvisational Actors. Should such Actor wish to perform as an Improvisational Actor, approval shall not be unreasonably withheld.

(E) Improvisational Actors/Understudies shall report to the museum in time to begin performing fifty minutes prior to the first mainstage performance of the day. The workday shall be no longer than 7 hours out of an 8 hour day span, which workday shall start at the staff boat departure. There shall be a break of one hour after a period of not more than five consecutive hours of work. In addition, there shall be a break of five minutes in each hour of work, or ten minutes break in each one and one-half hours of work. These breaks shall be timed to fall between arrivals of the visitor boats. Improvisational Actors/Understudies shall perform on a regular basis in the Mainstage production, in order to maintain the accuracy of the roles that they are understudying.

(F) Half-Hour. Mainstage Actors shall report to work forty five minutes prior to the first mainstage performance, however not be called for work prior to the half-hour call before their first performance. This half-hour shall be the Actors' time to prepare themselves for the performances.

(G) Other Calls. Should the Actor be required to be at the disposal of the Producer for any other work calls, including, but not limited to, rehearsals, meetings, photo calls, and costume calls, the Producer shall pay the Actor at a rate of not less than 2006 season: \$11.00, 2007 season: \$11.50, 2008 season: \$12.00, 2009 season: \$12.00 per hour or part thereof. Actors may be called for up three hours per week for rehearsal during regular daily hours without additional payment.

(H) Technical personnel shall be engaged to maintain sets and props.

(I) There will be a time sheet posted on the callboard for Actors to sign in at the beginning of the workday.

(J) Off-site and Off-hour Performances. If the Producer schedules performances, or any other appearances requiring Actors to dress in costume, outside of the regular 10:00AM – 6:00PM day, and/or off of Ellis Island, Actors shall be paid at a rate of not less than 2006 season: \$27.00, 2007 season: \$28.50, 2008 season: \$30.00, 2009 season: \$30.00 per hour. The minimum call for off-site events shall be four hours. For off-site events, the call shall include necessary travel time and the Producer shall provide transportation or pay the cost thereof. Notice shall be given to Actors no less than one week prior to the scheduled performance.

(K) In the event that half-hour is invaded by Producer for rehearsal, Actors shall be compensated double overtime for the invasion, which would be 2006 season: \$27.00, 2007 season: \$28.50, 2008 season: \$30.00, 2009 season: \$30.00 per half hour.

35. PHOTOGRAPHS.

(A) In addition to the regular rehearsal time, one photo call not to exceed one and one-half hours in length may be scheduled either immediately prior to or immediately after rehearsal. All photographs are to be used for the sole purpose of publicizing and advertising the production or theatre.

(B) After the first public performance, company picture calls shall be limited to one call of not more than one and one-half hour duration within every six-week period. Time used for these photo calls shall be paid at not less than 2006 season: \$11.00, 2007 season: \$11.50, 2008 season: \$12.00, 2009 season: \$12.00 per hour.

(1) The time during which photographs may be taken shall not exceed one and one-half hours and shall begin within 15 minutes following the end of the performance. The Producer shall provide refreshments for the company.

(2) These picture calls shall be not less than two weeks apart and shall take place immediately following a performance.

(C) Notice of all photo calls, including those during rehearsal hours, shall be given at least 24 hours in advance. For calls scheduled to follow a performance, a list of the sequence of photos shall be posted prior to half-hour call for that performance day.

(D) In all cases under the control of the Producer, in photographs of three or fewer Actors, each Actor's name shall be properly credited in the publicity whenever and wherever the photographs are used. If the Actor does not receive proper credit in photographs or publicity under the control of the Producer, Equity or the Actor shall notify the Producer in writing of improper credit. If such error is not corrected within one week of the Producer being notified, the Actor shall be paid the pro-rata portion of contractual salary for each day thereafter that the error remains uncorrected, up to a maximum of one week's salary.

(E) The Producer must obtain the Actor's prior written authorization before the Actor's picture, name or likeness may be used in conjunction with a commercial product and said authorization shall specify the commercial product involved. A copy of the authorization shall be filed with Equity. If the Actor consents to the use of the Actor's picture, name or likeness as aforesaid, the Actor shall be paid not less than \$150 for such use. Actors called to a picture call for the purpose described above, whether the call is at the theatre or elsewhere, shall be paid \$100 per hour for the call.

(F) Photos which include Actors engaged under an Equity contract may not be used to publicize productions which are not under an Equity contract.

36. PROGRAMS, HOUSE BOARDS, CHANGES IN CAST, AND BILLING.

(A) House Boards.

If permitted by the National Park Service, the Producer shall provide a house board, prominently displayed at the entrance to the theatre, on which the names of all Actors in the cast are listed in letters at least one-half inch high. The house board shall also state, "The Actors employed in this production are members of Actors' Equity Association, the Union of Professional Actors and Stage Managers in the United States." In the event that there are errors or omissions on the house board, the Producer agrees that upon receipt of notice of an omission or error, the Producer shall, within 24 hours, correct the omission or error. For each failure to correct the cast listing after proper notice, the Producer shall pay the Actor involved an additional sum not less than the pro-rata portion of contractual salary for each performance during which the omission or error continues.

(B) Changes In Cast. When an Actor leaves a cast, the Actor's name and/or likeness (in photographs portraying three or fewer cast members) shall be removed from all front-of-the-house boards and frames. The removal shall be made prior to the first performance of the Actor's successor. The Producer shall also immediately remove the name and/or likeness of any Actor no longer in the cast from all other advertising and display media.

(C) Whenever cast changes are made Equity shall be notified immediately.

37. PROPERTY; REIMBURSEMENT TO ACTOR FOR LOSS OR DAMAGE.

(A) The Producer shall reimburse the Actor for all loss and/or damage to the Actor's property, personal effects, and clothing (including that worn by the Actor) while such property is wholly or partly in the possession or control or under the supervision of the Producer, or under that of any of the Producer's

representatives, or while said property is in any theatre, building or other place in which any audition, rehearsal or performance covered by this Agreement takes place; or when said property or personal effects has been in any way shipped, forwarded or stored by the Producer or any of the Producer's representatives or employees, up to a limit of \$1,000 for the Actor's personal effects and/or clothing.

(B) If the Producer provides facilities for safekeeping the Actor's personal valuables, jewelry, and/or cash not used in the production, while said articles are in any theatre or rehearsal space, the Producer shall be liable for loss and/or damage only if said personal valuables, jewelry and/or cash are given to the Producer or the Producer's agent for safekeeping. In this regard, the Producer shall provide facilities for safekeeping of said articles, and to inform all Actors of same and of the necessity for using such facilities under the provisions of this rule by a written notice posted on the callboard.

(C) The Producer shall be liable as provided above whether or not the act, fault or negligence of the Producer, the Producer's agents, or representatives caused or contributed to such loss or damage.

(D) The Producer may meet the foregoing obligation by maintaining sufficient insurance coverage that 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 surrogated to all rights of the Actor to the extent of such payment.

38. RECORDINGS USED IN PRODUCTION.

Recordings or mechanical or electronic reproductions of voices of Actors may not be used to supply or enhance dialogue, singing, chanting, or vocal effects unless the Producer shall first have obtained the written consent and permission of Equity, and shall comply with all such terms and conditions as Equity may prescribe.

However, if the Actor agrees in the Actor's contract, a Principal Actor may record, film, or tape a portion of the role that the Actor performs on stage for use in the production. The record, 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 shall be made during regular rehearsal hours.

39. REHEARSALS.

(A) Notice To Equity. The Producer shall notify Equity of the hour, date and place of the first rehearsal at least seven days in advance of the rehearsal.

(B) Rehearsal Pay. Rehearsal time shall be paid at a regular rate of 2006 season: \$11.00, 2007 season: \$11.50, 2008 season: \$12.00, 2009 season: \$12.00 per hour or part thereof, up to the limits set forth in Rule H, below. Any hours scheduled shall be paid, unless 24 hours notice has been given of a change in schedule.

(C) Rehearsal Schedule. The rehearsal schedule (i.e., time of day when rehearsals shall take place) shall be made known to each Actor, by means of

a rider to the contract, no later than the signing of the contract. There shall be no less than 24 hours notice of any change in rehearsal time.

(D) Equity Business. Not less than one-half hour shall be set aside on the first day of rehearsal to allow the cast to conduct Equity business, including the election of an Equity Deputy. This time shall not be counted as part of rehearsal hours. This time shall be exclusive, however, of time devoted to paperwork, including the signing of the contracts, filling out of W4 forms, and pension/health cards, and the conduct of any other business by the Producer.

(E) Beginning of Employment. Employment and salary begins with the date when the Actor is first called. If the Producer chooses to start with a reading of the play involving any part of the Company, said reading is a part of, and begins the rehearsal period for, those Actors. (See also Rule 39(J).)

(F) Prior Work. The Actor shall not be required to memorize a part and/or musical score prior to first rehearsal unless the Actor agrees in writing by means of a rider attached to the contract. The Actor shall receive no less than three days contractual salary for such work.

(G) Actors shall not be required to perform in front of an audience until they have had a technical rehearsal on the stage set. Such technical rehearsal shall include, but not be limited to, rehearsal on the set with such props, lighting effects, mechanical or pyrotechnic devices, weapons, and costumes necessary for the production. No understudy shall be required to perform until the understudy has had at least one rehearsal encompassing all blocking, music (with at least piano accompaniment), and all choreography including fight choreography (as applicable). Such rehearsal shall also include use of props, weapons, costumes, mechanical or pyrotechnic devices as deemed necessary.

(H) Rehearsal Hours Before First Public Performance.

(1) Length and Span. Rehearsals may be scheduled 7 out of 8 hours per day.

(2) Any rehearsal over 7 hours per day or 42 hours per week shall be paid at an overtime rate of 2006 season: \$13.00, 2007 season: \$13.50, 2008 season: \$14.00, 2009 season: \$14.00 per half hour or part thereof.

(3) Minimum Two Hour Call. Any time the Actor is called to rehearse, the Actor shall be credited with two hours of rehearsal, except in the instance of a one-hour rehearsal immediately before half-hour (see Rule 39(I), REHEARSALS).

(I) Rehearsals After First Public Performance.

(1) Rehearsals after opening shall be held between the hours of 9:30 a.m. and 5:30 p.m., and shall not exceed three hours per week for any Actor.

(2) Rehearsal Notice. The Actor shall be notified no later than curtain down of the last performance each week of all upcoming brush-up,

understudy and replacement rehearsals for the next week. (This shall not apply to emergency replacement rehearsals.)

(J) Measurements and Fittings for Costumes. Prior to the beginning of rehearsals an Actor who has been contracted for the production may be called for measurements and costume fittings. Actors shall be paid at a rate of not less than 2006 season: \$11.00, 2007 season: \$11.50, 2008 season: \$12.00, 2009 season: \$12.00 per hour or part thereof for such call. The Actor must be paid for a minimum of two hours for any one call.

40. REOPENING OF A PRODUCTION.

A production once closed shall not be reopened within eight weeks of its closing, or reopen under any Equity contract, without the consent of Equity. Such consent, upon equitable terms and conditions, shall not be unreasonably withheld.

41. REPLACEMENT OF ACTOR.

(A) Inability to Perform.

(1) If an Actor is late for half-hour or appears at the theatre unable to perform due to intoxication or similar cause, the Producer may determine that the Actor may be replaced for that performance. Should such temporary replacement be determined to be without just cause 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 shall continue to perform under the Actor's contract.

(2) Should the Producer dismiss an Actor for inability to perform due to intoxication or similar cause he will notify the Actor in writing, and also notify Equity of such action and the reasons therefore within 24 hours. If it should be determined by an 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 performances when notified to do so by the Producer. Payment for the missed performances shall be paid prior to the Actor resuming performances under the Actor's contract. Pending the determination the Actor need not report to the theatre. (See Rule 21, DUTIES OF THE ACTOR.)

(B) Should a Producer dismiss or give an Actor notice whereby the Producer terminates the Actor's employment, the Producer may not re-engage the Actor for the same part or replace the Actor by another Actor at a lesser salary without the written consent of Equity.

(C) If the part of an Actor signed to this contract is cut before the first public performance, the Producer shall pay to the Actor a sum equal to two weeks contractual salary plus any rehearsal salary due.

42. REPORTS.

(A) The Producer shall submit to Equity the following reports:

(1) A five-part weekly report form (supplied by Equity) listing all Actors employed in rehearsal or performance, the Equity-League Pension and

Health Plan contributions made on behalf of each Actor, and any applicable dues deducted from each Actor's salary, along with remittance of said contributions and dues. This report shall be submitted no later than five business days following the end of the workweek for which it is submitted. The Producer may submit a computer-generated report.

(B) For each week of failure to file the reports stated above, the Producer shall pay to Equity the sum of \$25. Failure to file such reports, moreover, shall constitute a breach of this Agreement 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.

(C) W-2 Forms. W-2 Forms shall be furnished to the Actor not later than 30 days following the end of the calendar year. Equity may, at its discretion, and 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 covering the entire run.

43. SAFE AND SANITARY CONDITIONS OF EMPLOYMENT.

The Producer shall make best efforts to provide safe and sanitary conditions of employment as set forth in this rule. Equity recognizes that the Producer does not control the workplace and, as a result, may be unable to comply with some of the following provisions in this Rule 43, SAFE AND SANITARY CONDITIONS OF EMPLOYMENT.

(A) Dressing Rooms.

- (1) Dressing areas shall be provided which are discrete enclosures ensuring privacy.
- (2) Toilets and lavatories shall be clean and sanitary.
- (3) The Producer shall provide soap, toilet tissue and paper towels.
- (4) All dressing rooms shall be properly heated in cold weather and shall be properly air conditioned in warm weather and shall have adequate lights, mirrors at least one foot by two feet in dimension, 30 inches of dressing table space for each Actor, shelves and wardrobe hooks for Actors' make-up and dressing equipment, and clothing racks or their equivalent with hangers for the Actors' personal clothes. Floors shall be washed or vacuumed at least once each week, and dressing rooms cleaned at least once each working day.
- (5) Use of fluorescent lighting for make-up purposes is prohibited.
- (6) All dressing rooms shall be maintained in a clean and sanitary condition. Peeling paint and loose plaster shall be repaired.
- (7) Ventilation of dressing rooms shall meet the standards set by the municipal health codes.

(B) Backstage and Onstage.

- (1) The theatre shall be cleaned daily.
- (2) The Producer shall provide a cot backstage for any performer who may become ill during a rehearsal or performance.

- (3) First Aid kits, stocked with adequate supplies, shall be available and easily accessible at all times to dressing rooms and rehearsal areas.
- (4) The Producer shall provide cool drinking water backstage.
- (5) Emergency lighting shall be installed and maintained.
- (6) An adequate number of fire extinguishers shall be provided backstage and in the dressing rooms.
- (7) Fire exits shall be clearly marked and illuminated and completely accessible from the backstage and dressing room area.
- (8) The set shall contain adequate safety provisions such as glow tape, running lights and secure guardrails on platforms, ramps and stairs.

(C) Stage and/or Rehearsal Floors.

- (1) Actors shall not be required to rehearse, audition or perform dances on concrete or marble floors or any other surfaces which Equity shall reasonably deem to be injurious or unsafe, or on wood or any other substance laid directly over such similar surfaces which does not provide air space of at least one and five-eighths inches between the concrete, or marble, or similar supporting surface and the resilient dancing surface.
- (2) Use of raked stages is prohibited.
- (3) The edge of all decks shall be clearly visible or protected by securely fastened guardrails.

(D) Hazardous Materials.

- (1) Make-up. Whenever the Producer provides make-up, hair coloring, wigs, or other material, they shall be free of fluorocarbons or hazardous chemicals.
- (2) Sets, Props and Costumes. Sets, props and costumes shall be constructed in such a manner that there shall be no toxic or hazardous residue that might be inhaled, absorbed or ingested.
- (3) Use and Storage of Toxic or Hazardous Materials. Toxic or hazardous materials, including solvents, adhesives, cleaning agents, paints, dyes, and pyrotechnic effects, if stored in the theatre, shall not be stored on stage or in or near dressing rooms. If volatile materials are used in the theatre, forced air exhaust shall be provided and such materials shall be confined to rooms not occupied by the Actor. Smoking shall be strictly prohibited during use of such materials.
- (4) Rehearsals and/or Performance. Adequate rehearsal shall be provided in the use and safety of all props, lighting effects, mechanical or pyrotechnic devices, weapons and costumes for all Actors, understudies and/or replacements before they are required to perform in front of an audience. (See also Rule 44(l), Extraordinary Risk.)
- (5) Lasers. Laser lighting effects shall be maintained and operated in such manner as to avoid injury to the Actor. Applicable federal, state, and local laws shall govern all such use.

(6) Smoke and Fog. Producer shall promptly notify Equity of intention to use any stage smoke or fog prior to such use. The Producer agrees to use only dry ice, liquid nitrogen, or substances listed in, and in accordance with the specified limits set forth in EQUIPMENT-BASED GUIDELINES FOR THE USE OF THEATRICAL SMOKE AND HAZE prepared by ENVIRON International Corporation.

(E) Inherently Dangerous Conditions Prohibited. No Actor shall be required to rehearse or perform any feat or act which places the Actor in imminent danger or is inherently dangerous, nor shall any Actor be required to rehearse or perform in a costume or upon a set or under conditions which are inherently dangerous or which would jeopardize the Actor's health. Equity shall have the right of final determination as to what is inherently dangerous.

(F) Notwithstanding any other provisions of these Rules or the individual contracts of employment, Equity in its sole discretion shall determine whether the aforementioned Safe and Sanitary Conditions are being properly maintained.

44. SALARIES.

(A) Mainstage Actors and Improvisational Actors/Understudies minimum salaries for the 2006 season shall be **\$618.00, 2007 season shall be \$630.00, 2008 season shall be \$649.00, 2009 season shall be \$649.00** for a five-day workweek. **Stage Managers minimum salaries for the 2006 season shall be \$742.00, 2007 season shall be \$756.00, 2008 season shall be \$778.00, 2009 season shall be \$778.00.**

(B) On-call Understudies minimum salaries shall be **2006 season: \$124.00, 2007 season: \$126.00, 2008 season: \$130.00, 2009 season : \$130.00** for each performance day worked **with a health payment submitted to the Equity League Health Trust Fund for each 5 days of work.**

(C) If an Actor works a partial day, the pay may be prorated in hourly segments calculated at 1/7 of daily pay for each hour or part thereof worked.

(D) Except where a higher rate is specified in this rulebook, for any calls other than the standard 7-hour performance day, including rehearsals, costume calls, photo calls, or meetings, the Actor shall be paid at a rate of not less than 2006 season: \$11.00, 2007 season: \$11.50, 2008 season: \$12.00, 2009 season: \$12.00 per hour or part thereof.

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

(F) Continuous Employment. The Actor shall receive contractual salary from the first day of employment.

(G) Payment. The Producer shall pay the Actor all rehearsal and performance salary for all work done during each two-week pay period no later than the Friday immediately following the pay period. The Actor's acceptance of any payment or 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 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, dues deductions, Federal state and local taxes and Social Security).

(H) Additional Duties. The Actor shall not be required to do any additional work without mutual agreement and an additional negotiated compensation therefore. Additional work is defined as playing additional parts, doing additional understudying or doing additional work as a Stage Manager not specified in the individual contract of employment at the time of its original signing.

(I) Extraordinary Risk. An Actor may not be called upon to perform "extraordinary risk" unless the Actor agrees otherwise in a rider to the Actor's contract, and is paid not less than \$10 per week in addition to contractual salary. Said payments shall begin with the first day of rehearsal or when the act becomes "extraordinary risk," whichever proves to be the initial period of risk.

"Extraordinary risk" is defined as, but not limited to, performing acrobatic feats; suspension from trapezes or wires or like contrivances; the use of and/or exposure to smoke, mobile scenery, excessive heights, unsecured and/or unprotected heights, weapons, fire, or pyrotechnic devices; the taking of dangerous leaps, falls, throws, catches, knee drops, or slides; participating in choreography potentially dangerous; or choreography requiring the dancer to execute movements which depart from the accepted techniques of movement and support as used in contemporary theatre dance, i.e., classical ballet, modern, modern jazz, ethnic, tap and soft shoe; or performing on sets which are potentially dangerous.

The Producer shall abide by the determination of Equity as to whether this extraordinary risk provision is applicable in any situation, and such determination shall be final. Equity's decision shall in no way reduce the Actor's right to proper insurance coverage under the provisions of this Rule nor to allow inherently dangerous conditions to exist. (See Rule 43(E), SAFE & SANITARY CONDITIONS OF EMPLOYMENT.)

45. SCHEDULING.

(A) Work schedules shall be posted no later than one week prior to the time the schedule becomes effective.

(B) All Actors will be scheduled for a 5 day workweek, with two days off in a row. This schedule does not apply to On-Call Understudies.

(C) Subject to Stage Management approval, an Actor may arrange to have another Actor, appropriate to the role, fill a scheduled shift. Approval may not be unreasonably withheld.

(D) Cancellation of a scheduled shift, without pay being due, may only be given if the island or theatre is inaccessible through no fault or choice of the employer. Notice of cancellation of a workday must be given as soon as

possible, and no later than 2 hours prior to the staff boat's departure, via a phone call or a phone message to contact number provided by the Actor. If notice is given as specified, salary shall not be due for that day. However, the day shall be credited as having been worked, by those scheduled, for purposes of calculating health premiums and vacation days. Under any other circumstances, an Actor shall be paid for a cancelled day for which the Actor was scheduled.

46. SECURITY AND SECURITY AGREEMENTS.

(A) 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 employment contracts as though fully set forth herein. This includes agreements on forms now called "Manager's Agreement," "Security Agreement," and "Producer's Statement." It is of the essence of this Agreement and of all contracts of employment and a condition precedent to the engagement of the Actor that the Producer shall have filed and maintains with Equity a satisfactory security as required by Equity.

(B) Bond. A sum satisfactory to Equity shall be deposited as security with Actors' Equity Association in a form acceptable to Equity. The entire bond is returnable to the guarantor after all the producer's obligations have been met, but in no event earlier than 30 days after the close of the season as stated in the seasonal closing notice to Equity. The bond shall be returned in the form of a check unless the guarantor otherwise instructs Equity in writing.

47. SOCIAL SECURITY AND UNEMPLOYMENT INSURANCE.

(A) It is understood and agreed that the Actor is entitled to the benefit of all Federal and State laws constituting what are commonly known as Social Security Acts or Laws, including Old-Age and Unemployment Insurance, and it is further agreed that the Producer, during the term of the Actor's contract, shall pay any and all taxes or payments required to be paid by Employers under the provisions of said law.

(B) If the Producer is not required to provide benefits under the law, the Producer shall provide Social Security Benefits under the elective provisions of the Social Security Law.

(C) In the event the services of the Actor are not subject to the compulsory provisions of an Unemployment Compensation law of any State, then the Producer hereby agrees that the Producer shall elect to cover the services of the Actor, and pay contributions on the services of the Actor, under the elective provisions of the Unemployment Insurance law of the State of New York, and/or such other eligible State as Equity may determine to be in the best interests of the majority of the Actors employed by the Producer. The Producer shall elect said coverage, execute and file the necessary forms, and pay contributions within the time required by the applicable State law.

(D) The Producer shall advise the Actor of the state in which the coverage obtains and shall furnish the Producer's unemployment registration number

to the Actor and to Equity as soon as such number is assigned to the Producer.

(E) The Producer shall submit proof satisfactory to Equity that the Producer has applied for Unemployment Insurance coverage, and deliver a true copy of the Producer's application to Equity. The Producer warrants and represents that the Producer shall not withdraw such application nor modify nor change it without written consent of Equity.

(F) In the event any Producer fails to provide Unemployment Insurance coverage where designated and available, the Producer shall 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.

48. STAGE FIGHTING.

(A) The following regulations shall apply whenever a production requires two or more actors to engage in stage fighting.

(1) The Actor shall agree, by means of a rider to the contract, to participate in stage fighting.

(2) A Fight Captain shall be assigned from among the company and shall be so designated by rider to the Actor's contract. The Fight Captain shall receive a weekly increment of not less than \$10. (See Rule 44(H), SALARIES, Additional Duties.)

(3) 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 Director/Choreographer or the Fight Captain. Such run-throughs shall not be deducted from regular rehearsal hours.

(4) Whenever possible, performing members of the company shall rehearse fights with understudies during regular rehearsal hours.

(5) Proper first aid information and equipment shall be made available to the Fight Captain.

(6) The Fight Director or Choreographer and/or Fight Captain shall consult with artistic personnel appropriate under the circumstances to reasonably protect the Actors from injury.

(B) The inclusion of music shall not affect the determination of what constitutes a staged fight.

49. TELEVISIONING, RECORDING, AND MOTION PICTURE FILMING.

(A) Except as provided below, there shall be no televising, broadcasting, visual and/or sound recording, cast album recording, motion picture filming, video taping, or other mechanical or electronic reproduction (hereinafter "Reproduction") in whole or in part, of any production, including rehearsals, in which Actors are employed under the terms of this Agreement without the express permission of Equity and under terms and conditions established by it.

(B) Reproduction for News and Community Affairs Telecasts. Subject to the conditions listed herein, a Reproduction may be made of the production for use on a TV newscast review of the production, or a feature story on the production contained within a TV news program, local public affairs program or magazine format programs.

(1) During a Rehearsal:

- (a) Filming or taping sessions shall not exceed one-half hour of the regularly scheduled rehearsal.
- (b) The Stage Manager shall file a report with Equity giving the time utilized for the filming or taping session. The deputy shall initial said report.
- (c) Up to three filming or taping sessions may be scheduled and all stations shall do their filming or taping during those three sessions.
- (d) The Producer shall give the cast as much notice of filming or taping as possible but in no event less than 24-hour notice.
- (e) If the time of filming or taping is changed, the Producer shall notify the cast of such change and of the rescheduled time.

(2) At a Performance:

- (a) Filming or taping may be for only one-half hour of footage.
- (b) If possible, the cast shall be given 24-hour notice.
- (c) When cameras are going to film or tape, the cast shall be given notice at the half-hour call.
- (d) No additional or altered lighting may be used. It is intended that in permitting such filming or taping, neither the Actor nor the audience shall be disturbed in any manner.

(3) Provisions Applicable to Performance and Rehearsal:

- (a) No more than three minutes of any filmed or taped portion of the performance or rehearsal shall be shown on the TV news broadcast or community affairs program nor may the edited footage shown depict an entire scene or musical number.
- (b) No payment shall be required provided no payments are made to any other personnel employed in the production.
- (c) A Stage Manager under contract is required at every filming or taping.
- (d) For any violation hereof other than violations of unauthorized subsequent use of the film or tape, the Producer shall pay one week's contractual salary or Production Contract Minimum, whichever is greater, to each Actor whose rights have been breached hereunder. Such payments shall not preclude any right in law or equity, civil or criminal, that arises under a breach of this Rule, which the Actor or Equity has against the Producer or any third party.

(C) Reproduction for Non-Broadcast Public Relations, Fund-raising, Marketing, or Civic Promotion. In Not-for-Profit Theatres only, Actors performing or rehearsing in a production under the terms of this Agreement may participate, without additional compensation, in the Reproduction of material for use by the Producer in public relations, fund-raising, marketing, or civic promotion programs under the following terms and conditions:

- (1) The Actor shall be fully advised as to the nature and purpose of such Reproduction and shall give consent to it in writing.
- (2) All Reproduction shall occur during regularly scheduled and allowed rehearsal or performance hours.
- (3) A Stage Manager under contract shall be present at all Reproduction sessions.
- (4) All Actors involved shall be given notice at least 24 hours prior to each performance or rehearsal that is to be reproduced.
- (5) The Producer shall receive no compensation for the exhibition of any material reproduced under the terms of this provision.
- (6) The Producer shall provide Equity with full particulars of the Reproduction including times and places of exhibition and the names of all companies or organizations involved in the Reproduction or editing of the material, as well as details of the proposed use.
- (7) The Producer shall provide Equity with the opportunity to view the completed Reproduction.
- (8) The Producer shall maintain control and ownership of all material reproduced and shall ensure that it is used for no commercial purpose whatsoever.
- (9) The finished recording produced under the terms of this provision may include no more than a total of 10 minutes of footage from a production. Such edited footage may not depict an entire scene or musical number. If the Reproduction is to be used for civic promotion programs or for showing at point of purchase location (i.e., video monitors near a box office,) the Reproduction shall be no more than three minutes in length.
- (10) The provisions of this section are not intended to allow Reproduction for the creation of television commercials or Public Service Announcements and these Reproductions may not be used in such commercials.
- (11) The Producer may retain and use Reproductions made under this Rule for a period not to exceed three years, after which the Reproductions shall be transmitted to Actors' Equity Association to be destroyed.
- (12) No more than 30 total minutes of any production may be recorded.
- (13) For any violation hereof other than violations of unauthorized subsequent use of the film or tape (see (E) below), the Producer shall

pay one week's contractual salary or Production Contract Minimum, whichever is greater, to each Actor whose rights have been breached hereunder. Such payments shall not preclude any right in law or equity, civil or criminal, that arises under a breach of this Rule, which the Actor or Equity has against the Producer or any third party.

(D) TV or Radio Spot Commercials. The Actor may make a TV or Radio Spot Commercial of one minute or less in duration promoting the theatre or production, if no less than the applicable SAG or AFTRA minimum is paid the Actors. If a TV commercial is made from still photographs of persons in the cast, each Actor contained within the photograph, whether recognizable or not, shall receive no less than the applicable SAG or AFTRA minimum. When a Stage Manager is required to do any work in connection with a TV or Radio Commercial, the Producer shall pay no less than the applicable SAG or AFTRA minimum of a Principal (on camera) to the Stage Manager(s).

(E) For any unauthorized use of any film, video tape, audio tape or other electronic reproduction, the Producer shall pay no less than the applicable SAG or AFTRA minimum for that type of usage plus two weeks contractual salary or Production Contract minimum, whichever is greater to each Actor whose rights have been breached hereunder.

50. TERMINATION.

(See also Rule 25 ILLNESS AND LEAVE. and Rule 20 DISCRIMINATION FOR UNION ACTIVITY.)

(A) Just Cause. Except as provided below, no Actor may be terminated except for "just cause." This provision shall not apply until 14 calendar days after the Actor's first public performance of each production.

(1) If Equity requests, the Producer shall furnish the reasons for dismissal to the Actor and Equity in writing within two weeks of such request. Equity may then investigate the basis for any dismissal. If Equity desires to challenge any dismissal, then the matter shall be submitted to arbitration in the manner provided in Rule 5, ARBITRATION.

(2) In the event that just cause is not found, the arbitrator's award shall be limited to monetary damages, which shall not exceed 10 weeks contractual salary.

(3) 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 Producer or Director shall give the Actor written notes detailing how the Actor is failing to perform as directed.

(b) If the Actor's performance does not improve and the Producer intends to give notice that Producer shall terminate the Actor's contract, then the Producer shall first provide the actor with a written warning (with a copy sent to Equity) requiring the Actor to improve in accordance with the notes as indicated in Section (3)(3) of this Rule. This written warning shall provide a deadline by which the

improvements must be demonstrated. This deadline shall not be earlier than the conclusion of the next scheduled performance following the serving of the written warning to the Actor.

(c) Should the Actor challenge the reasons for dismissal, the procedures outlined in sections (1) and (2) above shall be followed.

(B) All notices hereunder, company and individual shall be made in writing. Copies of all notices shall be filed with or mailed to Equity immediately by the party (Actor or Producer) giving notice.

(C) All notices to the Producer shall be given in writing to the Producer personally, or through the Company Manager or Stage Manager. Notice to the Actor shall be given to the Actor personally in writing unless the Producer has procured the current address of the Actor in which case it may be given by certified mail, return receipt requested. All communications, which refer to the company in general, shall be posted upon the callboard.

(D) Either party may give two weeks' notice of termination any time or pay six days' salary in lieu thereof, subject to the provisions of Rule 50(A), Just Cause.

(E) Company Closing Notice. The Producer may close the company upon two week's written notice, or upon payment of two weeks contractual salary in lieu thereof, provided the Producer has paid the Actor for all services rendered to date and in no event less than two weeks' salary.

(F) Effect of Company Notice. Where a company is closed in accordance with notices of closing to the entire company, such notices of closing shall supersede any individual notice then outstanding. Should the Producer wish to continue the production rather than close on the date specified in the notice, prior to that date the Producer shall submit a statement to the effect that the notice is rescinded and that the Actors' contracts continue to remain in effect. This statement shall be signed by the Producer and by each of the Actors who wish to continue in the production.

(G) 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 the Actor's contract, the Actor shall be paid immediately upon the giving of notice and the Actor may forthwith accept other employment.

(H) 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 same at any future date, and should the Actor have or secure a new engagement, the Actor shall be permitted to attend rehearsals under the new engagement as may be necessary and as do not conflict with the Actor's responsibilities under the Actor's then existing contract.

(I) If the Producer terminates an Actor's contract for any reason, said Actor cannot be replaced at a salary less than the contractual salary of the Actor being replaced. (See Rule 45(A), RELACEMENT OF ACTOR.)

(J) See also Rule 25, ILLNESS & LEAVE and Rule 20, DISCRIMINATION FOR UNION ACTIVITY.

51. TERM OF EMPLOYMENT.

(A) The Producer guarantees the Actor two consecutive performance weeks of employment in addition to any rehearsal time.

(B) In the event that the Actor gives notice to terminate the Actor's individual employment contract, and the termination becomes effective one week before the production closes, then the replacement Actor shall be guaranteed at least one week of performance and a week's rehearsal salary compensation.

52. TRANSPORTATION

(A) The Producer shall supply round-trip transportation, free of charge, between Battery Park and Ellis Island for each shift or call.

53. UNDERSTUDIES.

(A) All roles shall be covered by understudies. The employer shall schedule adequate understudies for each shift of performances.

(B) Understudies shall be rehearsed within two weeks of hiring.

(C) Notification of performance shall be given as soon as possible.

(D) Understudies shall be released at the start of the last performance of the day, unless called for rehearsal. An Understudy may be called for rehearsal no more than three hours per week.

(E) All understudies to Principal Actors shall be listed on the house board by name and role understudied.

(F) If in an emergency an Actor performs a part not specified in said Actor's contract, the Actor shall be compensated for such performance at not less than double the pro-rata rate of the Actor's contractual salary.

(G) Any loss of performance due to the failure of the Producer to engage, employ, schedule, or prepare an understudy shall be the sole liability of the Producer regardless of the reason that causes any Actor's absence.

(H) Producer may sign On-Call Understudies to cover roles as needed. On-Call Understudies may be employed only when a Producer has a minimum of seven (7) Actors on full contract.

(I) On-Call Understudies shall not be required to report to work if unavailable.

(J) Equity League health payment accrual for On-Call Understudies shall be at the rate of five workdays (not necessarily continuous) equaling one week's health payment. On-call Understudies shall accrue health for each rehearsal day worked.

54. UNION SECURITY/ DUES AND INITIATION FEES.

(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. 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 with two weeks' written notice to discharge any Actor for non-payment of union dues or the 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.

55. VACATIONS.

(A) The Actor shall accrue vacation pay at the rate of one day's performance pay for every 30 days worked. However, the Actor shall not be entitled to receive vacation pay until the Actor has completed no less than 12 weeks of employment within a season. At the end of 50 weeks from the start of employment the Actor shall be entitled to two weeks paid vacation at the Actor's option. If the Actor chooses to take the vacation, the Actor shall be paid as vacation pay the accrued contractual salary. If the Actor chooses not to take the vacation, the Actor shall be paid the accrued salary as vacation pay at this time, in addition to regular contractual salary. Thereafter, the Actor shall be entitled to one week vacation or vacation pay for each 25 weeks of employment.

(B) At Termination. When the Actor's contract terminates, the final salary payment shall include all vacation pay that has accrued, and to which the Actor is entitled, which has not previously been paid.

56. VOLUNTARY CLASSES.

All Actors are prohibited from attending so-called "voluntary" classes, and the Producer agrees not to request Actors to attend such classes.

57. VOTING.

(A) There are to be no cast meetings held to vote on working conditions, concessions or waivers without the consent of Equity except as provided in Rule 10(B), BREAKS AND REST PERIODS.

(B) At such meeting or meetings, neither the Producer nor the Producer's representative (whether under an Equity contract or not) shall be present other than to explain the Producer's position. Any proposed action by the cast shall not, however, be binding without the written approval of Equity.

(C) All meetings of the company called by the Deputy or Stage Manager shall include only the Actors and any vote taken shall be by secret ballot.

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

DURATION

This Agreement shall commence on January 1, 2006 and expire on December 31, 2009. All individual contracts of employment existing or signed on or subsequent to said date shall be modified in accordance with the new rules.

ACTORS' EQUITY ASSOCIATION

DATE

PRODUCER

DATE

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