

Actors' Equity Association

AGREEMENT AND RULES GOVERNING EMPLOYMENT IN UNIVERSITY/RESIDENT THEATRES

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AGREEMENT made between Actors' Equity Association (hereafter "Equity"), and the University/Resident Theatre Association (hereafter "U/RTA").

RECOGNITION

The University and/or Theatre agrees to recognize Actors' Equity Association as the exclusive bargaining representative of all the Actors (Principals, Chorus and Stage Managers) employed by it, for the purpose of collective bargaining and the administration of matters within the scope of this Agreement.

RULES GOVERNING EMPLOYMENT

1. ACTOR'S OBLIGATION TO EQUITY

(A) Nothing contained in any employment contract signed by any Actor shall be construed so as to interfere with the carrying out of any obligation which an Actor owes to Equity by virtue of membership, and the University and/or Theatre 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 the Council of Equity, or orders of its authorized executives, but will require the Actor to do and/or assent to the Actor doing any and all acts required by the foregoing.

(B) The University and/or Theatre further agrees that it has notice:

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

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

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

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

(C) Nothing contained in this Rule shall, however, require the University and/or Theatre 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 University and/or Theatre which are not specifically set forth in the Equity-U/RTA Agreement and Rules Governing Employment in University Resident Theatres or in any of the individual agreements made with Actors consistent herewith.

2. AGENTS.

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

(B) Commissions. Should the University and/or Theatre contact the Actor directly and agree with the Actor as to the salary and part, the University and/or Theatre shall not directly or indirectly require an Agent to intervene to complete the engagement or require the Actor to sign the contract at or through an Agent's office. Any such Agent so engaged does not represent the Actor, and should such Agent make a claim for commission, the Actor will notify the University and/or Theatre accordingly, and the University and/or Theatre agrees to indemnify the Actor and hold him harmless from any such claim.

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

The foregoing paragraph likewise applies in any case where the Agent acts as a Packager, either on behalf of a University and/or Theatre, with or without fee, or on the Agent's behalf.

(D) Chorus; Commission Prohibited. An Actor engaged under a Chorus contract or performing under Chorus conditions shall not be required to pay commission to any Agent, and Agents are prohibited from accepting commissions from persons so engaged, except in accordance with the Equity Agency regulations.

3. ALIENS.

Non-Resident aliens may not be employed without the express consent of Equity.

4. ARBITRATION.

Any controversy arising from the application or interpretation of this Agreement or affecting the relationship between any Actor or Equity and the University and/or Theatre including disputes as to the existence or validity of any employment contract, shall be submitted to arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. Arbitration shall take place in New York City, Los Angeles or Chicago depending on the proximity of the University and/or Theatre involved to those cities.

Arbitration as provided herein shall be the exclusive remedy for the resolution or adjustment of disputes, including any question as to whether a dispute or issue is arbitrable under the provisions of this Agreement.

The expense of the arbitration, including the compensation of the arbitrator, shall be shared equally by Equity and the University and/or Theatre.

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

Equity shall act on behalf of the Actor in any arbitration proceedings and in accordance with Equity's Constitution and By-Laws. No Actor is authorized to commence any arbitration proceeding except with the consent of Equity.

5. AUDITIONS.

(A) General Provisions.

Universities and/or theatres shall conduct auditions at which performers will be seen for principal roles and stage managerial positions, and, in the case of Chorus musicals, chorus positions. The following conditions shall apply:

- (1) Among the auditions held there shall be auditions or interviews for Equity performers.
- (2) The University and/or theatre is under no obligation to hire any person pursuant to any interview or audition procedures including the procedures for Equity performers set forth in this rule.

(B) Equal Employment Opportunity.

(1) In accordance with the goals of Equity, U/RTA, University and/or Theatre recognizes the need for expanding the participation of women, performers with disabilities and all ethnic groups in the artistic process. Toward that end, U/RTA will encourage, to the best of its ability, a flexible and imaginative non-traditional casting policy in all its member Universities and Theatres.

(2) The University and/or Theatre shall make every effort to cast in accordance with Equity's non-traditional casting policy, which states:

Non-traditional casting is for the purpose of increasing employment for ethnic minority Actors (African-American, Hispanic-American, Asian-American and Native American), performers with disabilities, seniors and women in roles where race, ethnicity, gender, age or the presence or absence of a disability is not essential to the play or character's development.

(3) All parts or roles shall be open to all performers without prejudice and further, active solicitation of ethnic minorities, performers with disabilities, seniors and women shall be evident in all ads, notices, calls and cast breakdowns to agents and casting directors in order to insure participation in the casting process.

(4) U/RTA Theatres will keep records of ethnic minority performers both auditioned and/or engaged during the season, and such records will be forwarded to Equity within 28 days after the close of the last production of the season, but in no event later than the start of the new season, whichever is sooner.

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

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

(7) When auditions are held in premises that are not architecturally accessible, the Theatre, upon notification by either Equity or by a performer with a mobility impairment who wishes to audition, shall arrange for an accessible facility for the audition.

(C) Equity Provisions.

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

(1) Universities and/or Theatres which produce two or more productions within a season shall hold at least one seven-hour day of auditions each contract year for Equity performers for Principal and, where applicable, Chorus positions, held in a city where Equity maintains an office.

(2) This audition shall be announced on Equity bulletin boards and "hotlines." The audition shall conform to the customary procedures of the city where held. A person with casting authority for the productions shall be present at the audition.

(D) The University and/or Theatre shall provide a piano and a professional piano accompanist who can sight-read for all auditions at which the performer is required to sing and/or dance.

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

(F) Ample pure, cool drinking water, and cups where needed, shall be provided wherever the performer is required to audition.

(G) The University and/or Theatre agrees to adhere to the provisions of the Safe and Sanitary Code of Equity.

(H) The University shall provide liability insurance to cover performers at auditions and interviews. The University and/or Theatre shall see that liability insurance to cover performers' auditions and interviews is provided.

6. BILLING.

(A) All Equity members signed to contract shall be identified as such in all programs, house boards and all other places where the company is listed.

(B) The names of all Principal Actors in the cast shall be listed on the house boards in front of the theatre or in the lobby in letters no less than ½ inch in height wherever house boards are maintained and within the limitations of the existing facilities on said house boards.

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

from all frames at other theatres. The removal shall be made prior to the first performance of the Principal Actor's successor. Should the University and/or Theatre fail to comply with this Rule within three days after the Principal Actor, the successor and/or Equity gives written notice of failure to remove the name and/or likeness, the University and/or Theatre shall pay the Principal Actor currently performing and the Principal Actor whose name and/or likeness has not been removed, an additional 1/8th of their respective weekly salaries for each day that the University and/or Theatre has not complied with the Rule.

In connection with all other advertising and display media under the University and/or Theatre's control, it shall exercise reasonable diligence in removing the name and/or likeness of the Principal Actor no longer in the cast.

(D) All provisions pertaining to billing of the Principal Actor shall be specific. If billing is contingent on the billing of any other Principal Actor, such contingency shall be clearly and succinctly set forth in the contract.

Whenever a breach of billing clause contained in an Actor's individual contract is claimed, Equity shall notify the University and/or Theatre in writing of said breach. If the breach is not corrected within seven business days of receipt of the written notification, except as provided below, the University and/or Theatre shall pay to the Actor a sum equal to 1/8th of the Actor's salary for each week that the breach continues beyond the seventh day. If the breach involves billboards, the time interval for correction shall be extended to two weeks. Exempted from this provision shall be posters on unpaid locations, commonly known as sniping. If the breach involves billing in a magazine or similar publication, and the University and/or Theatre does not correct an error in billing when notified seven or more days prior to the press deadline, the University and/or Theatre shall pay to the Actor a sum equal to 1/8th of the Actor's weekly salary. If the breach involves billing in a newspaper, and the University and/or Theatre does not correct an error in billing when notified 48 or more hours prior to the press deadline, the University and/or Theatre shall pay to the Actor a sum equal to 1/8th of the Actor's weekly salary.

7. BINDING EFFECT OF AGREEMENT.

Agreements between the University and/or Theatre and a so-called "packager," casting consultant, agent, or University and/or Theatre's representatives shall in no way limit or reduce the University and/or Theatre's liability or responsibility to fulfill all terms and conditions of Equity contracts to which the University and/or Theatre is signatory.

All contracts signed pursuant to these Rules are binding upon not only 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 control, and are hereby agreed to be adopted as their contracts by each of them.

8. BLACKLISTING

The University and/or Theatre and Equity both pledge themselves to prevent blacklisting. Opposition to blacklisting is not a controversial issue between the University and/or Theatre and Equity.

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

If it is determined in an arbitration that a University and/or Theatre has blacklisted as defined herein, said University and/or Theatre agrees to pay to the Actor losing employment as a result thereof, full contractual salary for the duration of the contemplated engagement, plus a sum equivalent to the full contractual salary of the Actor's successor or successors, or \$1,000.00, whichever is the greater.

9. BREACHES BY UNIVERSITY AND/OR THEATRE

Should the Theatre:

- (A) breach an individual contract of employment, or any part thereof, or;
- (B) breach or fail to abide by or conform to any rule which is a part of the employment contract of any Actor, or;
- (C) make any false statement in connection with any employment agreement or regarding security, or;
- (D) employ or have employed any Actor under any form of contract other than a standard form, or;
- (E) be in default as to any employment contract with any Actor, or breach any such employment contract, past or present, or;
- (F) in the future, breach any such employment contract, or;
- (G) fail to give or deposit security at the time and in the form and amount required by Equity, or;
- (H) otherwise breach or fail to live up to any contract of employment or Equity Rule, or;
- (I) should any situation arise where, because of the act of the University and/or Theatre, or its fault or default, the Actor is released from his obligation to work, then in any of said events, the Actor may, Equity consenting, forthwith terminate employment, and is released from his obligation to render services to the University and/or Theatre. In addition thereto, the University and/or Theatre agrees that it will pay the Actor forthwith, in full, for all services rendered plus any other sums to which the Actor may be entitled by contract or by this Agreement, and also, as liquidated damages, no present basis of calculation existing, a sum equal to two weeks' salary for Actors signed to standard contracts. Against said sum equal to two weeks' salary, no offset shall be allowed the University and/or Theatre for earnings of the

Actor in a new or subsequent engagement. These provisions shall apply to each season contracted for.

Disputes as to the applicability of the foregoing paragraph shall be subject to the arbitration clause of this Agreement and neither Equity nor the Actor may finally determine any questions of violation or breach on the part of the University and/or Theatre, except as to violations of Rule 9(D) or 9(H). In the event of the University and/or Theatre's breach of Rule 9(D) or 9(H), Equity may intervene, without penalty to itself, and require the Actor to perform or rehearse under such terms and conditions as Equity may consider just and equitable.

10. CHANGES IN CAST.

(A) All understudies and their roles must be listed in the program unless requested by the understudy not to be listed.

(B) When an understudy takes the place of a Principal Actor in a production, or any Principal Actor is replaced by another Actor, except in an emergency which occurs at or after half-hour (in which case an announcement shall be made from the stage), announcement to this effect shall be made in two out of the following three ways:

- (1) through the insertion of a printed slip in all programs;
- (2) by means of an announcement from the stage;
- (3) by means of a sign conspicuously and prominently posted at the entrance to the theatre at the place where tickets of admission are collected. This sign shall be at least 8 X 10 inches in size, with letters at least 1 inch high.

In all the above cases, such announcements shall include the role, the name of the Actor playing such role and the name of the Actor replaced unless the Actor replaced requests, in writing, the omission of his name.

For each failure to give the required notice of substitution, the University and/or Theatre agrees to pay the Actor whose part is played by an Understudy or another Actor, and also such Understudy or other Actor, a sum equal to 1/8th of the Actor's own weekly salary, extra.

(C) Unless Equity shall otherwise order, the University and/or Theatre shall not require the Actor to alternate with an Understudy or a successor, and if replaced by either without the Actor's consent, the Actor may not thereafter be required (unless Equity otherwise orders) to act again in the part or to report to the theatre for that purpose. Payments, however, shall continue to be made to the Actor according to the terms of his agreement.

However, an Actor may agree in a rider to the contract to alternate performances with another Actor. Notice that a role is being performed by more than one Actor must be stated in the program and the Actor performing must be properly identified. If such notice is not included in the printed program, then any change of cast must be announced in accordance with (B) above.

11. CLAIMS.

(A) Waiver or Release Not Permissible. Upon any claim of the Actor arising under his agreement through any breach thereof, no receipt, waiver, release or adjustment by the Actor is of any validity whatsoever, unless Equity consents in writing and the University and/or Theatre, by agreeing to this Rule, agrees that it will not seek or solicit any such waiver, release or settlement, nor offer the same in any arbitration or any proceeding in court unless Equity specifically consents in writing. In no case shall claims of Actors under employment contracts be handled or enforced by agents or attorneys of Actors unless same are consented to by Equity in writing.

(B) Time limit in Lodging. Should the Actor deem that he has any claim against the University and/or Theatre under his contract, the Actor shall present the same to Equity or to the University and/or Theatre within four weeks after the time when such claim shall have arisen unless the Actor shall give to Equity and to the Board of Arbitration a good and sufficient reason for any delay after such period of four weeks.

12. CLOTHES AND MAKE-UP.

(A) Costumes and Clothing. The University and/or Theatre shall provide all costumes and clothing except modern conventional undergarments.

Prior to any activity that would require knee and elbow pads and protective clothing, the Theatre shall furnish clean and properly fitted items for the exclusive use of the Actor for all rehearsals and performances.

(B) Shoes. The University and/or Theatre shall provide properly fitted footwear which, if for dancing, shall be new. Professional dance cobbler shoes shall be provided for all Actors who are required to dance. Excluded are normal ballroom dancing and staging which may involve some choreographed movements. The University and/or Theatre shall provide all shoes for dancing at least one week prior to the first dress rehearsal. All such shoes shall be new when originally issued, be constructed for dancing, be properly fitted to the individual dancer and be appropriate to the dance style. The University and/or Theatre may furnish the Actor with shoes previously worn by the same Actor in a prior engagement in the same season, provided they are in good repair and have been used exclusively by said Actor.

Shoes for dancing shall be repaired or replaced whenever necessary or when a committee composed of the Dance Captain, if any, or Deputy, authorized University and/or Theatre's representative and Stage Manager agree by majority secret vote that the shoes are either in unfit condition for the safety of the Actor or are deemed unsafe or unsanitary. If the committee votes that the shoes be replaced, the Actor shall not perform until appropriate shoes are issued. In addition, the University and/or Theatre shall pay to the Actor a penalty of \$15.00 per day until proper shoes are provided.

Shoes in musical productions shall be rubbered and braced. The Actor shall not perform until appropriate shoes are issued. At the Actor's option, shoes for non-musicals also shall be rubbered and braced.

Infractions of the above rules shall incur penalty under only one of such rules if the infractions arise from the same circumstances.

The University and/or Theatre shall furnish pointe shoes with pointe shoe ribbons for all rehearsals and performances requiring pointe shoes. If new pointe shoes are required for performance, they must be furnished at least three days prior to said performance, but shall not be used for dancing prior to Dress Rehearsal.

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

(C) Make-up. The University and/or Theatre shall provide all make-up except ordinary and conventional make-up.

If the Actor is required to use body make-up, the University and/or Theatre shall furnish clean, cloth towels for removal of such make-up.

(D) Rental. No Actor shall rent or lend any wardrobe to a University and/or Theatre for use in any production unless the terms of the rental, based on the schedule agreed upon in writing between Equity and U/RTA, are stated in the contract of employment or in a rider thereto. The agreed upon payment shall be made to the Actor with his weekly salary. When the Actor is provided the costume(s) by the University and/or Theatre and the Actor elects, with the consent of the University and/or Theatre, to wear the Actor's own clothing instead, then the University and/or Theatre shall not pay any rental fee.

COSTUME RENTAL SCHEDULE - WEEKLY AMOUNTS

| | |
|--|---------|
| Topcoat | \$ 7.00 |
| Overcoat..... | 7.00 |
| Raincoat | 7.00 |
| Suit Jacket..... | 7.00 |
| Blouse | 2.00 |
| Dress | 10.00 |
| Ensemble (Shirt, Tie, Suit, Shoes, Hat, etc.) | 30.00 |
| Wig | 5.00 |
| Jeans..... | 2.00 |
| Shirt..... | 2.50 |
| Skirt | 5.00 |
| Shoes | 6.00 |
| Slacks..... | 5.00 |
| Sneakers | 2.00 |
| Shorts | 2.00 |
| Suit | 20.00 |
| Sweater | 3.00 |
| Tie | .50 |
| Hat..... | 2.00 |
| Nightwear | 2.00 |
| Evening Wear..... | 30.00 |
| Misc. (Socks, Stockings, etc.) | 1.00 |
| Properties (Eyeglasses, Suitcases, Umbrellas, Canes, Camera, Sport Equipment, Attaché Case, etc.) | 3.00 |

(E) Cleaning. Costumes or clothing, including wigs and hairpieces, furnished by the University and/or Theatre, shall be freshly cleaned when delivered to the Actor and cleaned thereafter whenever necessary. Spot cleaning, when required, shall be completed in time to allow at least four hours for drying and airing prior to the half-hour call. Other costume parts that are damp due to perspiration shall be aired and dried for each performance whenever practical.

(F) Change of Hair Color. The Actor may not be required to change the color of his hair unless the Actor agrees in writing. If the Actor agrees, the University and/or Theatre shall pay the expense of changing the color and of its upkeep during the run of the engagement and of the restoration to the original color at the close of the engagement.

(G) Change of Hair Style. The Actor may not be required to cut or change the style of his hair in any way, or to shave his head, unless the Actor agrees in writing. The Actor may, however, be required to let his hair grow or to grow a beard provided the Actor agrees in writing. If the Actor agrees, the University and/or Theatre shall pay the original expenses and the expenses of the upkeep of said hair or hair style.

13. COMPLIMENTARY TICKETS.

Pursuant to an Actor's request on 48 hours' notice and subject to availability, at least four complimentary tickets per Actor for the run of the play shall be provided to franchised agents, *bona fide* casting directors, professional producers, choreographers and directors. In cases where there are 10 or more Equity contracts in a show, there shall be two complimentary tickets per Actor.

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 rehearsals and consecutive employment.

Nothing herein shall limit or otherwise interfere with the University and/or Theatre's right to re-engage an Actor at any time after the completion of an earlier engagement terminated in accordance with the Actor's employment contract, or impose on such University and/or Theatre any liability or obligation to said Actor with respect to any intervening period between the termination of the earlier contract and the inception of the subsequent contract of employment.

15. CONTRACT.

(A) A University and/or Theatre employing three or more Actors or Stage Managers on Equity contracts in a dramatic or non-Chorus musical production shall do so under an U/RTA contract; a University and/or Theatre employing four or more Actors or Stage Managers on Equity contracts in a Chorus musical shall do so under an U/RTA Agreement; when fewer Actors

than stipulated in this paragraph are employed, they shall be engaged under the Guest Artist Agreement.

If the Actor is hired as an Actor/Teacher or Stage Manager/Teacher the teaching responsibilities must be clearly defined by means of a rider and the work week must be in compliance with the Equity work week. Each hour of teaching, exclusive of question and answer sessions for which no preparation is expected or required, is counted as two hours against the maximum hours allowed.

(B) Filing Contract. No Actor may begin employment unless a standard form of contract has been filed with Equity.

(C) Determination of classification. Equity has the sole right to determine whether an individual is correctly classified as a Principal, Chorus or Stage Manager, and the University and/or Theatre agrees that Equity's determination shall be final.

(D) Signing of. Unless contracts are signed concurrently, they must be signed by the University and/or Theatre first. If the contract is not signed concurrently, the University and/or Theatre may, in writing, at the time of sending the contract to the Actor, notify the Actor that unless the contract is signed and returned by the Actor to the University and/or Theatre not more than five business days after receipt thereof by the Actor, the contract is null and void.

(E) Changes and Alterations. The Actor has no right or power to waive any of the minimum conditions set forth in the employment contract or these Rules without the written consent of Equity. Unless any and all riders, changes, alterations, waivers or substitutions from or under these Rules made prior to, when or after the contract of employment is made shall have been consented to by Equity in writing, such riders, changes, alterations, waivers or substitutions, or any part thereof, are void, at the option of the Actor, Equity consenting. It shall be the duty of the University and/or Theatre, not the Actor, to submit proposed changes to Equity for its written approval by a duly authorized representative. It shall be the duty of the University and/or Theatre to notify the Actor personally of any proposed change or alteration to the Actor's contract, particularly in the matter of casting assignments. At the option of Equity, no riders, changes, alterations, waivers or substitutions rejected by Equity shall be admitted in evidence, in any arbitration, or by any tribunal for the disposition of any claim without the written consent of Equity.

(F) Completing Contracts. The University and/or Theatre agrees that all blanks, including opening date, name of part, salary and required date of arrival, will be filled in, in writing, before signing or delivery.

All plays must be specified in the Actor's contract along with the Actor's assignment in the plays which may be "As Mutually Agreed." If the entire season has not been set, the Actor may agree to appear "As Mutually Agreed" in a play "To Be Announced." If additional productions are added to the contract, the Actor may agree to appear in these productions by mutual consent.

Should the Actor's assignment be changed by mutual consent, no additional compensation will be required, but if the Actor is given additional assignments, the Actor shall be compensated in accordance with Rule 48(J)

Should any contract be signed more than two months in advance of projected starting date, such date may be listed as "on or about" with a three day grace period on either side of the date. The University and/or Theatre shall notify the Actor and Equity at least two months prior to the rehearsal date as to the exact starting date of the Actor's contract. If the University and/or Theatre fails to so notify the Actor and Equity, payments to the Actor start on the earlier of the grace period dates.

(G) Quadruplicate Contracts. Immediately after entering into any employment contract, the University and/or Theatre shall file with Equity an exact quadruplicate copy thereof. Should it not do so, the Actor may at any time, Equity consenting, terminate the same without notice and the University and/or Theatre shall pay to the Actor such amount as the Actor may be entitled to under the rules for a breach thereof.

(H) Attempted Breach. No Actor shall agree with a University and/or Theatre, Employment Agent, Personal Representative or other Actor, and no University and/or Theatre shall agree with any Actor, Employment Agent or Personal Representative to cause or attempt to cause, or agree to permit, any breach of any term of any Employment Contract.

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

Should any University and/or Theatre be found by an Arbitration Tribunal to have engaged in such conduct, said University and/or Theatre agrees that such conduct on its part shall be a breach of its Employment Agreements with Actors, entitling any such Actors to recover from the University and/or Theatre, Equity consenting, a sum equal to two weeks' salary as liquidated damages, no present basis of calculation existing. The University and/or Theatre further agrees that upon such breach, its name may be posted on the Defaulting Producers List at Equity.

In the event of a recovery of liquidated damages by or on behalf of the offending Actor, the same shall be paid into the Actors' Equity Foundation, Inc.

16. DEFAULTING UNIVERSITY AND/OR THEATRES.

Any University and/or Theatre engaging any Actor represents that such University and/or Theatre 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 University and/or Theatre and Equity or any Actor, any breach of which remains unsettled or unliquidated. For the purpose of this paragraph, the subject matter of a dispute currently in arbitration, or for which a notice of arbitration has been given, shall not be deemed an "unsettled" or "unliquidated" breach.

No Actor shall work or be required by any University and/or Theatre, without the consent of Equity, to work for any person, co-partnership, corporation, enterprise or group which has failed to abide by any arbitration award or, where permitted

herein, any final determination of Equity, or which, through failure to meet past obligations to Equity, has been placed on Equity's Defaulting Employers List; nor shall any Actor work for or be employed by anyone who is or has been connected, either as an individual proprietor, general partner, associate producer, corporate director or officer, or active stockholder with any defaulting management so specified, without the consent of Equity.

Should a University and/or Theatre remain in default of salaries or other monies due an Actor or Actors for a period longer than one year, the University and/or Theatre agrees that 5% interest, compounded annually, beginning one year after the default and ending when the claim is paid, shall be added to and payable as part of said claim. If an Actor is adjudged by Equity or by an arbitration award to be in default to a University and/or Theatre, interest will accrue on said default in the same manner as above.

17. DEFINITIONS.

(A) Actor. The term "Actor," as used in this Agreement, shall refer to and include persons who are signed to Equity contracts, including Principals, Chorus and Stage Managers. (See also Rule 59. UNION SECURITY.)

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

(C) 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 Actors actually performing Chorus work, as may be determined by Equity.

(D) Repertory. The term "Repertory," as used in this Agreement, shall be defined as a rotating performance pattern consisting of a series of productions which may be introduced either simultaneously and/or at intervals throughout the season, some or all of which are maintained and repeatedly revived as a part of the Theatre's general program.

(E) University and/or Theatre. The term "University and/or Theatre" as used herein is the equivalent of the terms "Producer" and "Guarantor" appearing in Equity forms.

(F) Categories.

(1) Effective November 1, 1997, each University and/or Theatre shall be categorized according to Potential Weekly Box Office Gross, as follows:

| | | | |
|------|---|------------------------|---------|
| Tier | 4 | \$67,000 | or more |
| Tier | 3 | \$48,000 - \$66,999.99 | |
| Tier | 2 | \$32,000 - \$47,999.99 | |
| Tier | 1 | \$31,999.99 | or less |

(2) "Potential Weekly Box Office Gross" shall be defined as follows: Seating capacity multiplied by the average of all ticket price(s) multiplied by the maximum number of performances in the week.

(3) Seating Capacity and Potential Gross. In advance of the season, the Theatre shall submit to Equity the Theatre's Potential Weekly Box

Office Gross, the seating capacity of the Theatre, and a complete breakdown of ticket prices for all performances.

(4) Change in Seating Capacity, Ticket Prices or Number of Performances. When a Theatre has altered its gross income by increasing or decreasing the number of seats, changed its ticket prices or changed the number of performances, Equity shall retain the right to recompute the Potential Weekly Box Office Gross utilizing the Theatre's current ticket prices in order to determine whether a Tier reclassification is warranted. If warranted, Equity shall reclassify the Theatre accordingly.

18. DEPUTIES.

(A) Deputies shall be permitted in each company.

(B) The University and/or Theatre shall not dismiss or otherwise penalize any Actor for fulfilling the duties or obligations of a Deputy.

19. DISCRIMINATION.

(A) There shall be no discrimination against any Actor or applicant for a part in a cast by reason of race, color, creed, gender, age, disability, sexual orientation, political persuasion or belief, or national origin. A claimed violation of this section, unless satisfactorily resolved between Equity and the University and/or Theatre, shall be submitted to arbitration. In the event the arbitrator determines that discrimination has been practiced, he shall have the authority to direct reinstatement or employment, as the case may be, and/or assess such monetary damages, not to exceed contractual salary lost, as in the arbitrator's opinion will make the Actor or applicant whole for such financial loss as the Actor may have suffered by reason of said discrimination.

(B) The Actor shall not be required to perform, other than in connection with hiring practices as covered by (A) above, in any theatre or other place of performance where discrimination is practiced because of race, color, disability, or creed 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.

The University and/or Theatre shall not dismiss or otherwise penalize any Actor for fulfilling duties or obligations as a Deputy or an Equity member.

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

In the event the employment of a Deputy is terminated, the University and/or Theatre will furnish the reasons for this termination to both the Deputy and Equity simultaneously.

Whenever a Deputy is dismissed or otherwise penalized, Equity shall investigate the reasons for such dismissal or penalty. If Equity is satisfied upon investigation that said Deputy was dismissed or otherwise penalized for fulfilling duties or obligations as a Deputy, the case shall be presented to Equity and the University and/or Theatre shall have the right to appear before Equity. After said hearing, Council shall have the right to permit arbitration of the Deputy's claim and to determine the character and amount of the claim submitted.

It is further agreed that, if upon arbitration the claim of the Deputy is sustained, the arbitrator in his discretion shall have the right to impose a penalty not to exceed five weeks' salary. If the Deputy's claim is sustained, the Deputy shall also be reinstated with back pay from date of dismissal to date of reinstatement.

21. DUES AND INITIATION FEES.

The University and/or Theatre shall deduct from the weekly salary of every employee who is, or may become, a member of Equity, as provided for in this Agreement, initiation fees and union dues, provided that the University and/or Theatre receives from Equity a proper authorization, agreed to and signed by the employee. (See Rule 59, UNION SECURITY.)

Any monies so deducted shall be held in trust by the University and/or Theatre for the benefit of Equity and delivered to Equity not later than 10 days following the date on which the deductions were made.

22. DUTIES OF THE ACTOR.

(A) The Actor agrees to be prompt at all calls, including but not limited to rehearsals, costume and photo calls; to appear at the theatre no later than ½ hour prior to the performance; to pay strict regard to make-up and dress; to perform services as reasonably directed and to conform to the language of the script to the best of the Actor's ability; to properly care for costumes and props; to respect the physical property of the production and the theatre and to abide by all reasonable rules and regulations of the University and/or Theatre which are not in conflict with the provisions of this Agreement. Repeated lateness or other infractions of the Equity rules shall subject the Actor to disciplinary proceedings, in accordance with the Constitution and By-Laws of Actors' Equity.

(B) The University and/or Theatre shall have the right to require an Actor who is late for any call to make up the time of that call on overtime hours without additional compensation so long as no other right of the Actor is invaded.

23. EQUITY - SPECIAL PROVISIONS.

(A) Special Power to Act for Actor. Equity may represent Actors in any dispute which may arise with the University and/or Theatre, 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.

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 himself, without liability to itself.

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

(B) Meetings; Privilege of Actors to Attend. The University and/or Theatre shall not require the services of the Actor for rehearsals (except in cases where dress rehearsals are being held or rehearsals on opening date) at any time when a regularly called meeting of Equity is being held. Time off for this purpose shall not be counted as a part of that day's rehearsal.

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

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

(E) Employment by the University and/or Theatre or operation of a company or companies by the University and/or Theatre, as such phrases are used in employment contracts, shall include employment or operation by the University and/or Theatre alone, or by any corporation or management, corporate or otherwise, which it controls or directs or has an interest in, either alone or in association with others.

(F) Deputies and Representatives. Deputies shall be permitted in each company. Duly authorized representatives of Equity shall have free access to the stage and to all Actors at all times, inclusive of rehearsals and performances.

24. EXCLUSIVE SERVICE OF THE ACTOR.

Except as otherwise provided for in the contract of employment, the Actor shall not accept any other engagement in the legitimate and/or musical comedy fields from the date of beginning of rehearsals and until the contract is lawfully terminated without the written consent of the University and/or Theatre. The Actor shall, however, have the right to accept other employment not conflicting with the fulfillment of his duties under said contract.

If the Actor is playing a leading role in the production covered by said contract, the Actor may enter into a written agreement to be annexed to said contract, agreeing not to accept any other employment and to render services exclusively to the University and/or Theatre and not to render services to any other person or corporation without the written consent of the University and/or Theatre.

25. FORMS.

Equity will forward to U/RTA copies of all new and/or changed forms in advance of their promulgation.

26. GUARANTEED EMPLOYMENT.

The Actor shall be guaranteed no less than two weeks employment. Also, see Rule 56, TERMINATION.

27. HEALTH.

The University and/or Theatre agrees to contribute to the Equity-League Health Trust Fund for the duration of this Agreement the following sums per week for each Actor in its company for each and every week of employment:

Effective 2/26/01: \$100.00

Effective 2/25/02: \$103.00

Effective 2/24/03: \$106.00

These figure do not include Supplemental Workers' Compensation Insurance payments.

These monies shall be used to provide Hospitalization and Medical benefits to the Actor.

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

28. INJURY AND SUPPLEMENTAL WORKERS' COMPENSATION INSURANCE.

(A) Workers' Compensation. The University and/or Theatre agrees to obtain and maintain Workers' Compensation Insurance coverage for all Actors in its employ.

(B) Supplemental Workers' Compensation Insurance. The University and/or Theatre agrees to provide Supplemental Workers' Compensation

Insurance through a group policy administered by the Equity-League Health Trust Fund at a cost not to exceed \$1.50 per Actor per week. Supplemental Workers' Compensation Insurance is payable in addition to Workers' Compensation for an injury received in the course of employment. A schedule of benefits can be obtained at the Equity Office.

29. LAWS GOVERNING.

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.

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.

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.

30. LAY-OFF FOR ACADEMIC BREAK.

Provided the Actor agrees in his contract, the University and/or Theatre may specify up to two non-consecutive lay-off weeks, with no compensation to the Actor, to accommodate Winter and/or Spring Break in accordance with an academic calendar.

For such a lay-off, the Actor must be provided round-trip transportation to his place of residence, and the Health contribution must be made on his behalf for that week. Should the Actor choose to remain on campus, and should any meal plan previously provided the Actor not be available, the University and/or Theatre must provide a weekly expense payment of \$175.00. If the Actor's dormitory housing is closed during the lay-off, similar housing and expense payment shall be provided. If the meal plan is available, the Actor will be given an expense payment of \$125.00. In no instance shall each break without compensation be more than one calendar week.

Should the Actor be required or requested to perform, rehearse or teach during such calendar week, he shall be paid a full week's salary.

31. MICROPHONE AND SOUND AMPLIFICATION.

Should the University and/or Theatre use microphones for the purpose of sound amplification, the Actor shall be so advised in a rider at the time of contract signing.

32. MILITARY SERVICE.

If the Actor is called to report for Military Service, the Actor may terminate his contract by giving the University and/or Theatre as much notice as the circumstances will permit and the University and/or Theatre agrees to pay the Actor's return transportation.

33. MUSICAL PRODUCTIONS.

For the purpose of the U/RTA Agreement, a musical is defined herein as a production which has as an integral and major part of its thematic nature the use of singing and dancing, such as, but not limited to, NO, NO, NANETTE, a musical comedy; NEW FACES, a musical revue; STUDENT PRINCE, a light opera.

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

If a new production is scheduled, the University and/or Theatre shall submit to Equity a copy of the script as well for a preliminary determination.

(B) Contracts and Riders.

(1) An Actor already under contract as a Principal in another production(s), dramatic or musical, may, by mutual consent, agree to perform as Chorus in another production and this shall be so designated in a rider specifying Chorus functions; i.e., Chorus-Dancer/Singer or Chorus-Singer/Dancer. The designation selected shall be determined by the primary function which shall be listed first.

(2) An Actor who is engaged solely as Chorus (and who is not already under contract - see (B)(1) above) shall be signed to a Chorus contract.

(3) There shall be a minimum of two Chorus performers engaged under Equity contracts in any Chorus musical in which there are five Actors engaged under Equity contracts. These five contracts may include the two Chorus Actors as noted above.

(C) Chorus Assignments Requiring Additional Compensation. A member of the Chorus shall not be permitted to play or understudy a Principal role, nor shall a member of the Chorus be permitted to play a Chorus part, or do a bit or specialty unless there is an agreement in writing between the Chorus member and the University and/or Theatre specifying additional payment for said additional work, which payment shall not be less than \$10.00 per week for each assignment.

(D) No Actor shall be permitted to be partnered by a non-professional dancer in numbers involved with lifts or any other type of movement which can be considered hazardous.

(E) There shall be a Dance Captain in Chorus productions employing four or more Actors engaged under Equity Chorus contracts. The Dance Captain shall be assigned no later than the third day of rehearsal. The Dance Captain shall be paid no less than \$50.00 per week in addition to his weekly contractual salary.

The Stage Manager is prohibited from functioning as Dance Captain.

34. NO STRIKE OR LOCK-OUT.

(A) There shall be no strike, boycott, interruption of work, stoppage, temporary walk-out or lock-out for any reason during the term of this Agreement except that if either party shall fail to abide by the decision of the Arbitrator under Rule 4 of this Agreement, after receipt of such decision, then the other party shall not be bound by this provision.

(B) The parties agree as part of the consideration of this Agreement that neither Equity, nor any of its officers, agents or members, shall be liable for damages for unauthorized stoppages, strikes, slowdowns or suspensions of work if:

(1) Equity gives written notice to the University and/or Theatre and the Company Deputy within 24 hours of notice from the University and/or Theatre of such action, that it has not authorized the stoppage, strike, slowdown or suspension of work; and

(2) Equity further cooperates with the University and/or Theatre in getting the employees to return and remain at work.

(C) It is recognized that the University and/or Theatre has the right to take disciplinary action, including discharge, against any Actor who engaged in any unauthorized strike or work stoppage, subject to Equity's right to submit to arbitration in accordance with the Agreement, the question of whether or not the Actor did engage in any unauthorized strike or work stoppage.

(D) Nothing in this Rule, or otherwise, shall be deemed to prohibit or inhibit Equity and/or its members from taking any action it deems necessary, including but not limited to, striking, picketing or other concerted activity, to enforce the payment of agreed minimum and/or contractual salaries and/or the payment of agreed Pension and Health contributions by the University and/or Theatre.

(E) It is agreed that Equity cannot guarantee that its members will pass through a picket line if any union or unions or organized groups of employees are on strike or are locked out. This Agreement shall not be considered breached by Equity because of the failure or refusal of the members of Equity to pass through a picket line under the circumstances described above. Equity and its members shall only be considered responsible for performance of work if the employees can perform their work without molestation or interference.

35. NON-PROFESSIONALS.

(A) Membership Candidates. The University and/or Theatre may employ as Membership Candidates any *bona fide* students, who are matriculated in a degree-granting program who are not and never have been members of any branch of the 4 A's and/or who have not been members of a performers' union outside the United States.

A Membership Candidate is a student who is interested in obtaining training for the theatre and who intends to make a career in the professional theatre and is properly registered with Equity.

(1) A work week for the Membership Candidate shall be defined as any work week in which the Membership Candidate rehearses, understudies, or performs with the Equity company and shall be so reported on the weekly report (see Rule 45(B)).

A student may receive Membership Candidate credit for work done as an assistant to the Stage Manager when a Stage Manager is engaged under an Equity contract.

(2) A Membership Candidate who completes 50 work weeks will be eligible to join Actors' Equity Association. Such eligibility will remain open for a period of five years following the 50th week. However, after accruing 50 work weeks and during this five-year period of eligibility, no Membership Candidate may be engaged by a University and/or Theatre unless signed to an Equity contract or unless still enrolled as a *bona fide* student of a college or university.

(3) A Membership Candidate who completes the required number of work weeks as specified in (2) above during the period of a production will be allowed to complete the production as a student provided that he remains a *bona fide* student and provided that the work assignment remains the same.

(4) Should the Theatre engage Actors on Equity Guest Artist contracts in accordance with Rule 15(A), the Membership Candidate program shall be suspended for the duration of such employment.

(B) Students and Teachers.

(1) All non-Equity Actors or Stage Managers must either be *bona fide* students who are matriculated in a degree-granting program, or have graduated from such a program within the previous two years and who are not and never have been members of any branch of the 4 A's and/or have not been members of a performers' union outside the United States.

(2) Non-Equity Actors or Stage Managers may be teachers who are full-time instructors of theatre arts in degree-granting programs (acting or stage management), currently employed to teach at the sponsoring college or university, who are not members of any branch of the 4 A's and/or are not members of a performers' union outside the United States.

(3) For purposes of this Agreement, Equity members who are *bona fide* students shall not be required to be signed to Equity contracts and shall be deemed students.

(4) Matriculated students who are members of other 4A's unions may apply for written permission to work as student non-professionals.

(5) Students and Teachers may be used on Exchanges or Visits as outlined in Rule 57. (TOURS, EXCHANGES AND VISITS.)

(6) The status of *bona fide* students matriculated in a degree program shall continue for as long as they are so matriculated. Should the student elect to register as a Membership Candidate, all provisions relating to the Membership Candidate Program shall apply.

(C) Juvenile Actors. Equity will consider requests from the University and/or Theatre to use as non-professionals in U/RTA productions children who have not reached their fourteenth birthdays.

36. NUDITY.

Any production with nudity shall be subject to prevailing rulings by the Council of Equity with regard to auditions, performance and photographs.

37. PENSION.

The University and/or Theatre agrees to participate in the Equity-League Pension Trust Fund and to make weekly contributions thereto in an amount equal to 8% of all gross payments made to the Actor in each and every week of employment.

The University and/or Theatre further agrees to be bound by the Agreement and Declaration of Trust establishing the aforesaid 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.

38. POSTING OF AGREEMENT.

The posting of this Agreement in a conspicuous place in the outer offices of Equity in the Borough of Manhattan, City of New York, or at or in the main entrance thereto, shall be full, adequate and final notice to both University and/or Theatre and Actor of its provisions.

39. PRESS RELEASES.

The University and/or Theatre shall use its best efforts to delete promptly the name of the Actor from advertising and publicity matter after the Actor leaves the company.

40. PRODUCTION PROSECUTED.

Should the production or performances in a production in which the Actor is engaged be complained of as being in violation of any statute, ordinance or law of the United States, or any state or any municipality in any state, and should a claim or charge, either civil or criminal, be made against the Actor arising out of his employment in such production, the University and/or Theatre shall defend the Actor at the University and/or Theatre's own expense, or shall pay any and all reasonable charges made or incurred by the Actor in his defense, and indemnify the Actor against any loss or damage which the Actor may suffer, arising out of his employment in any such production. This Rule does not apply to acts other than in the course of employment unless directed by the University and/or Theatre or its representative.

It is specifically agreed and understood between the Actor and the University and/or Theatre that the language, business and costuming of the play are under the control and direction of the University and/or Theatre and author, who according to custom, can at any time erase or amend the scenes and lines, and that consequently the Actor has no certain method of knowing during rehearsals, whether in its final presentation the play is susceptible of being considered

immoral or indecent. Therefore the University and/or Theatre represents to the Actor that the play as produced shall not violate any law or give offense which is punishable by any law, and expressly agrees that should it or the author be arrested or summoned on such charges, that (Equity consenting) the Actor may terminate the engagement forthwith. Upon such termination the University and/or Theatre shall pay to the Actor forthwith all sums due under this Agreement plus one week's salary, as compensation for the termination of the engagement without notice, but in no event shall the Actor receive less than a total of four weeks' salary.

This Rule shall not apply to any case or any set of conditions where its enforcement would be illegal or against public policy. In the case of an arrest on account of the nature of the play or its production, the University and/or Theatre shall forthwith furnish bail for the Actor; and, in the event of its failure to do so, or for any breach of this Rule, the University and/or Theatre shall pay to the Actor (Equity consenting) the sum of \$1,000.00 Dollars. After an arrest, the Actor may demand a suspension of performance pending a determination, and such suspension shall not terminate or otherwise affect the terms of the agreement unless Equity shall otherwise order.

41. PROGRAM AND SOUVENIR.

The Actor shall have the right of approval of biographical material for the program and souvenir program. Approval must be in writing, and shall not be unreasonably withheld. Biographical material not disapproved within 48 hours of its submission to the Actor shall be considered approved.

In the event that there are errors or omissions in the printed cast listing in the program and/or souvenir program, including Stage Managers, the University and/or Theatre agrees, upon receipt of notice of the omission or error in such cast listing, it will, within 24 hours (including at least one business day), place in the program and/or souvenir program a mimeographed or printed slip correcting the omission or error and will also correct the omission or error in the next printing of the program and/or souvenir program, provided such notice is given at least 24 hours prior to the press deadline.

For each failure either to place a correction slip in the program and/or souvenir program, as stipulated above, or to correct the program and/or souvenir program cast listing at the next printing, after proper notice, the University and/or Theatre shall pay the Actor involved a sum equal to 1/8th of the Actor's contractual salary for each week or part thereof during which the omission or error continues.

A free cast list must be made readily available and accessible to all patrons at each performance. It must contain a listing of all Actors together with their roles or functions. (Also see Rule 6, BILLING.)

42. PROPERTY.

The University and/or Theatre shall reimburse the Actor for all loss and/or damage to:

- (A) the Actor's property used or to be used in connection with a production or productions covered by the Actor's contract of employment;

(B) the personal clothing worn by the Actor to the theatre, and;

(C) the personal effects of the Actor, including his baggage and eyeglasses, while any such property is wholly or partly in the possession or control or under the supervision of the University and/or Theatre, or any of its representatives, agents, servants, or employees, or while said property is in any theatre, building, or other place in which the production (or productions) covered by the Actor's agreement has been, or is to be given, or when any such property or personal effects have been in any way shipped, forwarded, or stored by the University and/or Theatre or any of its representatives, agents, servants, or employees, up to a limit of \$2,000.00 for the Actor's personal effects and clothing, and up to a limit of \$1,000.00 for the Actor's jewelry; except that, if the University and/or Theatre 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, the University and/or Theatre shall be liable for loss and/or damage only if said personal valuables, jewelry, and/or cash are given to the University and/or Theatre or its agent for safe-keeping. In this regard, the University and/or Theatre agrees to provide facilities for safe-keeping of said articles, and to inform all Actors of same and of the necessity of using such facilities under the provisions of this Rule by a written notice posted on the Call Board.

The University and/or Theatre shall be liable as hereinabove provided, whether or not the act, fault, or negligence of the University and/or Theatre, its representatives, agents, servants, or employees caused or contributed to such loss or damage. The University and/or Theatre, however, shall not be liable for any loss or damage to the property of the Actor while said property is under the sole and exclusive control and supervision of the Actor.

Except as above provided, the University and/or Theatre shall not be responsible for any loss and/or damage to the personal property of the Actor, over and above the limitations herein set forth, and whereas to such property it is the duty of the Actor if the Actor desires to protect himself against loss to insure the same. The University and/or Theatre may meet the foregoing obligations by maintaining adequate and sufficient insurance coverage which shall provide the same protection as the University and/or Theatre hereby assumes. Upon direct payment of any damage or loss to the Actor by the University and/or Theatre, the University and/or Theatre or the Insurer shall be subrogated to all rights of the Actor to the extent of such payment.

43. RECORDINGS (USE IN PRODUCTION).

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

44. REHEARSAL, PERFORMANCE AND OTHER WORK RELATED RULES.

(A) Work Week.

(1) A week shall mean from and including Monday to and through Sunday.

(2) The total work week, including but not limited to performances, rehearsals, costume calls, photographs, understudy and brush-up rehearsals and teaching assignments shall not exceed 48 hours in Tier II, III and IV theatres. The work week in Tier I theatres shall not exceed 42 hours. However, during the seven-day period prior to an opening performance of the second or subsequent production of the season, the total hours in Tiers II, III and IV shall not exceed 50 or 48 (In Tier I, 46 or 42 hours), depending on the option selected under (C)(5)(a) or (b) below.

When teaching assignments have been contracted, each hour shall be counted as two in computing total hours worked.

(3) Teaching assignments may not exceed 12 hours per week.

(B) Performances.

(1) In Tiers II, III and IV, there shall be no more than eight performances in any week without additional compensation. In Tier I, performances are limited to six without additional compensation.

(2) Additional performances shall be paid for at the rate of 3/16^{ths} of weekly contractual salary.

(3) There shall be no more than two performances in any day or more than five performances in any three consecutive day period.

(4) Under no circumstances may the workday exceed 8 out of 10 hours, nor may the work week exceed 48 hours (Tier 1, 42 hours), except as specified in (C)(5) below.

(5) The Actor shall be notified of any change of the performance schedule at least two weeks in advance, except in an emergency when a shorter notice period agreed to by a majority of the cast shall be permitted.

(6) Any performance which begins prior to 12 Noon (except those for student audiences) or which continues beyond 1:00 A.M. shall be paid for at the rate of an additional 2/8^{ths} of weekly contractual salary. If there are to be any performances prior to 12 Noon, the Actor shall be so advised at the time of audition or interview. In the event the Actor is engaged without audition or interview, he shall be so advised at the time of contract signing. In either event, a rider must be attached to the contract. Should there be no rider, the Actor shall not be required to perform without the express consent of Equity.

(C) Rehearsals.

(1) On non-performance days, rehearsal and teaching shall not exceed 8 out of 10 consecutive hours. This shall be reduced to 7 out of 9 consecutive hours should the University and/or Theatre select the option available in (5)(b) below. The University and/or Theatre may change the

schedule twice during the season upon two weeks' written notice prior to the start of rehearsal of the production, which is to be affected by the change.

(2) Repertory. For those Universities and/or Theatres performing in Repertory, as defined by Rule 17(D) above, the University and/or Theatre may, on non-performance days, schedule rehearsals not to exceed eight hours. These may be 8 out of 12 consecutive hours, or two blocks of four consecutive hours separated by a rest period of no less than four consecutive hours. This shall not occur more than three times in any work week. Should the University and/or Theatre choose this option, transportation to and from the Actors' housing must be provided to accommodate each Actor's schedule.

(3) On one-performance days:

(a) if the performance is 3½ hours or less (including half-hour), rehearsal and teaching shall not exceed 5 hours;

(b) if the performance is over 3 ½ hours (including half-hour), rehearsal and teaching shall not exceed 4½ hours;

(c) if the performance is over 4 hours (including half-hour), rehearsal and teaching shall not exceed 4 hours.

(4) On a two-performance day, the Actor may not rehearse nor may the Actor/Teacher and/or Stage Manager/Teacher teach.

(5) During the seven-day period prior to the opening of the second and subsequent productions respectively, the University and/or Theatre may schedule rehearsals as follows:

(a) One day of 10 out of 12 consecutive hours for each such second or subsequent production provided the University and/or Theatre has elected the option of rehearsing 8 out of a span of 10 consecutive hours on a non-performance day, or;

(b) Two days of 10 out of 12 consecutive hours for each such second or subsequent production provided the University and/or Theatre has elected the option of rehearsing 7 out of a span of 9 consecutive hours on a non-performance day.

(c) In no instance shall there be more than two days of rehearsal of 10 out of 12 consecutive hours in any work week.

(d) The Theatre shall complete an on-set technical-dress rehearsal prior to the first paid public performance. If an emergency prevents the completion of such tech-dress rehearsal, the Producer shall make all possible efforts to complete rehearsal of any aspects of the production which might endanger the Actor.

(e) During a summer season the provisions of paragraphs (a), (b), (c) and (d) above will also apply to the first production.

(f) The rehearsal schedule shall be announced to the company at the first rehearsal of the first production of the season and may be changed twice during the season upon two weeks' written notice

prior to the beginning of rehearsal of the production which is to be affected by the change.

(6) Rehearsals during the Actor's final production of the season shall be subject to the following:

(a) Rehearsals shall be for understudy, brush-up and replacement only.

(b) For the first two weeks or the first eight public performances, whichever shall come sooner, the regular rehearsal schedule provided for in (C) above shall apply.

(c) After such period, and for one week only, rehearsals shall be limited to six hours per week.

(d) Subsequently, rehearsals shall be limited to four hours per week.

(e) The restrictions of this rule do not apply to teaching assignments.

(7) Rehearsals must be consecutive except for a break of 1 ½ hours after five consecutive hours of work.

(D) Costume Calls, Photographs and Publicity.

(1) Costume calls must be consecutive to rehearsal hours and may be used and calculated in segments of no less than one-half hour. However, combined costume and rehearsal hours may reach a maximum of six consecutive hours without a break.

(2) The University and/or Theatre may require the Actor to pose not only for customary and usual photographs, but also for photographs to appear in magazines or newspapers for the sole purpose of publicizing and advertising the play. Said photographing may only take place on a one-performance day or before or after rehearsal, and subject to the limitations as set forth herein, or during the authorized rehearsal hours, but in no event during auditions. Notwithstanding the above, no photographing may take place after the last performance on a day immediately preceding the Day Off.

(3) There shall be no more than one picture call in any week and of no less than one-half hour's duration. The Actor shall receive no less than twenty-four hours' notice of a picture call. However, combined photo and rehearsal hours may reach a maximum of six consecutive hours without a break.

(4) If the picture call takes place after a performance, refreshments shall be made available to the Actor at the University and/or Theatre's expense, and no photo call may extend beyond 1 A.M.

(5) If the photographs are taken at a time other than hereinabove specified, or if the limitation in the number of calls in (3) above is exceeded, the Actor shall be paid not less than an additional one-eighth of his weekly salary for each day or part thereof in which the photographing takes place.

(6) The Actor's name shall be properly credited in the publicity whenever and wherever the photographs are used by the University and/or Theatre, except in a group photo of more than three.

The Actor shall have the right of approval of all individual non-production photographs used or distributed by the University and/or Theatre and under its control. If the Actor withholds permission, he may be required to supply his own photographs.

(7) The University and/or Theatre shall reimburse the Actor for all reasonable personal expenses incurred in connection with personal and publicity appearances, initiated or required by the University and/or Theatre.

(8) The Actor's picture may not be used in conjunction with a commercial product unless the University and/or Theatre has obtained the Actor's prior written authorization identifying the product involved and a rider attached to the Actor's contract specifying additional compensation.

(E) Breaks, Rest Periods, Days Off.

(1) There shall be a break of no less than 1 ½ hours after five consecutive hours of work. The Equity Company may, by a unanimous secret vote, reduce this break to one hour.

Except during Dress Rehearsal, each individual Actor will be given a five-minute rest period after no more than 55 minutes. If a five-minute rest period is not given in a particular hour, a 10 minute rest period must be given after no more than one hour and 20 minutes.

(2) There shall be a break between rehearsals, photo and/or costume calls, and the half-hour call. There must be a cast vote by secret ballot, majority controlling, indicating whether such break shall be 1 ½ or two hours.

(3) There shall be no less than a 12 hour rest period between the end of employment on one day and the beginning of employment on the next day. At the Equity Company's request, by a 2/3 majority secret ballot vote, the rest period on one-performance days may be reduced to a minimum of 10 hours.

(4) There shall be no less than 1 ½ hours and no more than three hours between curtain down and a rehearsal call. The rest period may be reduced or extended by an Equity cast majority vote.

(5) There shall be a 1 ½ hour rest period, exclusive of half-hour, between performances. The University and/or Theatre may reduce this period to not less than one hour inclusive of half-hour, provided both performances are of the same play and provided a hot meal with choice of entree is served to the cast at the University and/or Theatre's expense. The rest period shall be computed from the time the meal is delivered, but no earlier than curtain down.

(6) There shall be one scheduled Full Day Off each week free of rehearsals, travel, teaching and/or performances. A Full Day Off shall be

24 hours in addition to the regular rest period required at the end of each working day.

The Day Off shall be stated in the contract and may be changed no more than three times during the first 24 weeks of the season and three times during the balance of the season upon one week's notice. There may be one additional change during the period commencing with the first day of the calendar week within which Christmas Day falls and ending on the last day of the calendar week in which New Year's Day falls. Under no circumstances may more than eight consecutive days elapse between Days Off except that 12 days may elapse between Days Off on two occasions during any given season.

(7) During performance weeks, there shall be no rehearsal of the currently playing production on the day following a Full Day Off, except in an emergency.

(F) Notes immediately after a preview performance may be given under the following conditions:

- (1) A majority of the cast must agree by secret ballot before notes are permitted.
- (2) If permitted, notes may be given following no more than four preview performances prior to the opening.
- (3) The note session shall be limited to one hour from curtain down and that hour shall be deducted from the next rehearsal day.
- (4) Notes may be given only on a one-performance day.

45. REPORTS.

(A) W-2 Forms. W-2 forms must be furnished to the Actor. Equity may in its discretion, at any time, require the University and/or Theatre 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 for the entire season.

(B) Weekly Report to Equity. By the Friday following the first week of employment and by each Friday thereafter, the University and/or Theatre shall and must furnish Equity, on a form supplied by Equity for that purpose, or on an acceptable computer-generated facsimile providing the required information in the same number of specifically-directed copies, with a weekly report listing all Actors and Non-Professionals employed in each attraction and a copy of the program. The University and/or Theatre, for each week of failure to file the reports, shall pay to the Actors' Equity Foundation, Inc., the sum of \$25.00. 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.

If within four weeks of receipt of such reports Equity fails to notify the University and/or Theatre of a possible violation based upon that report, or

fails to request further information, Equity shall not thereafter take any action or make any claim based upon it.

46. ROOMS AND LOCAL TRANSPORTATION.

(A) Housing. Housing, including room taxes and utilities, but excluding telephone, shall be provided at no cost to the Actor. The Actor is entitled to a private room.

The minimum furnishings in rooms for Actors shall be a bed, chair, table, lamp, dresser, mirror, hangers, bed linens, towels, pillow, blankets, and wastebasket.

The Producer shall supply Equity with a list of accommodations expected to be available at the time of arrival. Listed accommodations shall be those which the Producer and/or his responsible representative has personally inspected immediately prior to the beginning of the season and therefore warrants and guarantees to be reputable, clean, safe, and secure.

At the time of the job offer, the Actor shall be advised of the type of accommodations available.

Housing shall include access to cooking facilities or a complimentary *bona-fide* full-service meal plan.

Where a cooking facility is provided it shall include a refrigerator, stove, pots and pans, silverware, not fewer than four plates, cups and glasses, can opener, coffeepot, kitchen knives and utensils.

There shall be access to a full-service working telephone at no installation cost to the Actor, within the housing facility. "Full-service" shall mean one that accepts incoming calls, phone cards, and calls to "800" numbers.

A description of the housing shall be provided to the Actor no less than two weeks before arrival. This description shall include availability of equipment such as air conditioning or TV, distance from the theatre, availability of public transportation, proximity of shopping and laundry services, whether animals and/or children are resident or permitted in the facility and whether it is smoke-free.

Should the Actor refuse the housing provided, the University and/or Theatre shall be relieved of any further obligation to the Actor with respect to housing accommodations.

The University and/or Theatre shall not be responsible for the room and board of relatives or pets.

(B) Local Transportation. In all cases where there is no available public transportation in the immediate vicinity of the theatre, it shall be the responsibility of the University and/or Theatre to provide, at its own expense, the following local transportation to the Actors:

- (1) To and From the Theatre. During daylight hours, transportation to and from rehearsal and/or performance will be provided for Actors whose housing is more than ½ mile from the theatre or rehearsal space, in accordance with a pre-arranged schedule. Transportation will be

provided for any Actor who is physically disabled or is 65 years of age or over, regardless of lodging location, and for all Actors during inclement weather and after sunset.

This transportation shall be furnished in such manner that the Actors will arrive at the theatre ½ hour prior to the beginning of each performance and promptly for each rehearsal, and shall be available to return the Actors to their living quarters no later than ½-hour after each performance and promptly after each rehearsal.

In the event lodgings are more conveniently reached by walking, an escort shall be provided for any Actor who would otherwise be walking alone. The Actor will give notice prior to the end of intermission whenever this service is needed.

(2) For Meals. If cooking facilities are not available to the Actor and if no suitable and moderately priced public dining facilities where the Actor can obtain three meals a day during normal meal hours are located within ½ mile of the Actor's lodgings, then the University and/or Theatre shall provide reasonable round-trip transportation to such dining facilities.

(3) For Shopping, Laundromat. Round-trip transportation to a shopping facility shall be made available twice a week at posted times. One such trip shall be to an area with a *bona fide* super-market and laundromat.

(C) Waiver of Local Transportation. When suitable accommodations are available within two miles of the theatre, but the Actor elects to live beyond that area, the Producer shall not be obligated to furnish local transportation.

(D) Upon Arrival. It shall be the University and/or Theatre's obligation and responsibility to have the Actor met upon arrival in the town or to provide instructions in advance as to where to go upon arrival.

(E) When a theatre is located in a suburban area of a major city, and when the Actor is a permanent resident of that city, (and is not housed by the University and/or Theatre) if there is no convenient public transportation between the city and the theatre, the University and/or Theatre shall be obligated, at its own expense, to provide round-trip transportation to and from the theatre to some convenient central location within the city.

(F) Living Arrangements for Exchanges. (See Rule 57, TOURS, EXCHANGES AND VISITS.)

(G) The securing of housing and transportation shall not be the responsibility of the Stage Manager.

47. SAFE AND SANITARY PLACES OF EMPLOYMENT.

The University and/or Theatre agrees to provide the Actor with safe and sanitary places of employment.

(A) Dressing Rooms. Separate dressing rooms for male and female Actors will be provided.

Dressing rooms (except quick-change booths) shall be of a permanent type, and shall not be only under canvas.

Each Actor shall be provided sufficient and suitable dressing table space.

All dressing rooms shall be equipped with air-conditioning systems, air-cooling systems or some similar type of mechanical device to insure proper ventilation and the circulation of fresh, cool air.

The University and/or Theatre agrees to provide heat in the dressing rooms if the outside temperature falls below 60 degrees.

Alleys and roads leading to stage doors of theatres shall be accessible and properly lighted. Runways between dressing rooms and the theatre shall be covered and paved or boarded.

Dressing room entrances and windows shall be properly masked from the view of the audience to insure the Actor's privacy.

(B) Lavatory and Toilet Facilities. Separate sanitary facilities will be provided for male and female Actors. Toilets and lavatories will be clean and sanitary, and will be separate facilities from those provided for the audience.

Sinks with hot and cold running water shall be available in or reasonably convenient to the dressing rooms. "Reasonably convenient to" shall mean within the same building and in the dressing room area.

In all theatres where the Actor is required to use body make-up, there shall be showers with hot and cold running water.

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

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

(D) Aisles Ramped. In all arena theatres, there shall be no riser between the runway and the stage. A ramp or other leveling device must be provided.

(E) Guide Lights. All ramps, stairways, levels or platforms higher than three feet, entrances and exits, crossover areas, or off-stage passageways, which may be affected by blackouts, shall be illuminated with guide lights or luminous tape. In arena theatres there shall be two guide lights on the edge of the stage and one on each side of every ramp leading to the stage. In addition, there shall be a guide light on each side of the aisle adjacent to the first row of seats of every aisle, and there shall be guide lights on each side of every aisle at eight-foot intervals. There shall be a warning light at eye-level on both sides of every pole located in an aisle, or any other obstruction in an aisle which Equity shall deem to be injurious or unsafe, and there shall be side rails on any ramp adjacent to any pit, and level guide lights on stage along the edge of any pit.

Aisles shall be maintained in a firm and even condition and if not constructed of a hard surface such as concrete, asphalt, or macadam, must be covered, and the coverings be secure.

(F) Dancing Surfaces. Actors shall not be required to dance at auditions, rehearsals, or performances on concrete or marble floors or on any other surfaces which Equity shall deem to be injurious or unsafe, or on wood or on

any other substance laid directly over such similar surfaces which do not provide air space of at least one and five-eighth inches between the concrete or marble or similar supporting surface and the dancing surface. Exempt from this rule will be cement transite or other building materials which have been or may be developed, Equity approving, which provide a resilient surface for dancing.

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

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

When orchestra pits are not in use and footlights or other proper demarcations are not used to outline the stage, then such pits shall be covered by rigid material which has been secured to the stage.

(G) Raked Stage. Prior to the construction of any raked stage the University and/or Theatre shall promptly notify Equity of such plans and provide such information as Equity may reasonably request. It is understood that when a set is being utilized from a prior production, said notice may not be possible and the University and/or Theatre agrees to notify Equity as soon as a determination is made that such set will be utilized.

(H) Cots. The University and/or Theatre shall provide a cot backstage for any Actor who may become ill during a rehearsal or performance.

This cot shall not be in a dressing room but shall be easily available to the entire company. The University and/or Theatre may, in lieu of the above, provide a cot in each dressing room.

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

(J) Intercom System. An intercom system between the stage area and the dressing rooms shall be installed in all theatres in which Equity deems that the dialogue from the stage is not clearly audible in the dressing rooms.

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

(L) Inspection and compliance. The University and/or Theatre agrees that Equity's representative shall have the right to inspect the University and/or Theatre to determine whether the Safe and Sanitary requirements set forth in the foregoing Rules have been complied with. Any deficiencies shall be reported in writing to Equity and the representative shall furnish the University and/or Theatre with a copy of such report. Upon receipt of such report, Equity may notify the University and/or Theatre, in writing, to correct the deficiencies. Unless the University and/or Theatre then either corrects the deficiencies noted or gives Equity assurances satisfactory to it that such deficiencies will be promptly corrected, Equity's Council or its Executives may certify the theatre as unauthorized for rehearsal, for performances, or both, as Equity's Council or its Executives may determine. Upon such certification and until correction of the deficiencies or the giving of

assurances satisfactory to Equity that they will be corrected within a reasonable time, Equity may require the Actors to refrain from rehearsing and/or performing in the theatre.

48. SALARIES.

(A) Full contractual salary shall be paid commencing with the date the Actor is called upon to report to the theatre or for rehearsal or performance.

A full week's salary shall be paid for any week in which the Actor is under contract and/or required to render any services, except for the first week of employment which may be pro-rated in sixths.

(B) Minimum Salaries for Actors.

| | Tier I | Tier II | Tier III | Tier IV |
|-------------------|----------|----------|----------|----------|
| Effective 2/26/01 | \$395.00 | \$443.00 | \$520.00 | \$598.00 |
| Effective 2/25/02 | \$408.00 | \$457.00 | \$537.00 | \$617.00 |
| Effective 2/24/03 | \$420.00 | \$471.00 | \$553.00 | \$636.00 |

(C) Minimum Salaries for Stage Managers.

| | Tier I | Tier II | Tier III | Tier IV |
|-------------------|----------|----------|----------|----------|
| Effective 2/26/01 | \$484.00 | \$536.00 | \$624.00 | \$728.00 |
| Effective 2/25/02 | \$499.00 | \$553.00 | \$644.00 | \$751.00 |
| Effective 2/24/03 | \$514.00 | \$570.00 | \$663.00 | \$774.00 |

(D) In instances where a University and/or Theatre operates more than one performance space under the U/RTA Agreement and those spaces qualify as different Tiers, and when an Actor is engaged under a single contract to perform in more than one of those spaces in consecutive productions or in repertory, the Actor's minimum salary shall be determined as follows:

(1) If the first date of employment is for the higher Tier performance space, then the minimum salary shall be at the higher Tier rate and shall not diminish when crossing over to a smaller Tier performance space.

(2) If the first date of employment is for a lower Tier performance space, then the lower Tier minimum salary shall apply until such time as the Actor begins rehearsal for a subsequent production for a higher Tier space, at which time the higher Tier minimum salary shall be paid and may not be diminished thereafter.

The Producer shall have the option to contract any Actor under separate contracts for consecutive productions in different Tiered spaces, which would result in dual salary and benefits being paid during weeks were the Actor is employed for rehearsal in one show and performance in another simultaneously.

(E) Minimum Salaries for Touring.

(1) Local (Not Overnight). Same as (B) and (C) above.

(2) Overnight. Each Actor performing away from the resident theatre on overnight tours shall receive contractual salary plus per diem. (See Rule 57 TOURS.)

(3) The minimum Per Diem for Actors, Actor/Teachers, Stage Managers and Stage Manager/Teachers shall be \$79.00.

(F) Cost of Living Increase. If the Cost of Living based on the (revised) Consumer Price Index (U.S. Bureau of Labor Statistics - All items U.S.) for June is higher than the Cost of Living based upon (revised) Consumer Price Index (U.S. Bureau of Labor Statistics - All Items U.S.) for the previous June, a corresponding percentage increase in the ensuing year's salaries shall be made.

(G) Overtime. Overtime shall be paid at the rate of \$10.00 per half-hour or part thereof.

If the rest period between the end of employment on one day and the beginning of employment on the next day is invaded, it shall be paid for at 1 ½ times the overtime rate.

(H) Salary Payment and Checks. Salaries shall be paid no later than the evening prior to the last banking day of the week.

The University and/or Theatre may pay salaries by check only if facilities are made immediately available for cashing said checks, except that an Actor may, if the Actor agrees in writing, be paid by certified check. In any event, no check or draft, either of the University and/or Theatre or a third party, given to or received by the Actor in payment of any sum under the agreement of employment, shall operate to minimize or affect the Actor's claim for salary or other compensation under the agreement, and the receipt or acceptance of any such checks, drafts, etc., shall have no effect whatsoever, unless and until paid in full when presented for payment.

(I) Contingent Compensation. No employment contract shall be entered into by the University and/or Theatre or Actor where in whole compensation is contingent upon receipts. In no case shall compensation be contingent upon profits.

(J) Actual Salary. The actual salary of the Actor agreed upon shall be stated in the contract and a lesser or fictitious salary shall not be stated in the contract. A rider to the Actor's contract shall be issued if the Actor's salary is increased, provided any such increase shall be the result of *bona fide* renegotiation of the Actor's contractual salary.

(K) Additional Duties. The Actor shall not be required to do any additional work without mutual agreement in writing and an additional negotiated compensation therefor which shall be no less than \$10.00 per week. Additional work is defined as playing additional parts or doing additional understudying not specified in the Actor's contract at the time of its signing.

(L) Itemized Deductions. The Actor shall be provided with a breakdown of salary deductions, additional payments and overtime with weekly salary.

(M) Canadian Currency. If a company is organized in the United States, all salaries shall refer to and be paid in legal tender of the United States

provided that the University and/or Theatre may make payment in Canadian currency of equivalent value at the then current rate of exchange for services performed in Canada. The Actor, at his request, may receive partial payment by check in dollars.

49. SECURITY AND SECURITY AGREEMENTS.

(A) Security Agreements. The provisions of any and all agreements relating to security deposited or agreed to be deposited with Equity covering any employment under this Agreement and any contracts of employment are hereby adopted and made part of this Agreement and said contracts. This includes agreements on forms now called "Bond," "Security Agreement," "Authority By Principal" and "University and/or Theatre's Letter of Guarantee."

It is of the essence of this Agreement and all contracts of employment and a condition precedent to the engagement of the Actor that the University and/or Theatre shall have filed and maintain with Equity a satisfactory security as required by Equity's existing Security Agreement and Rules.

(B) Posting of Security. A University and/or Theatre shall be ineligible to employ Actors unless and until such University and/or Theatre shall have furnished security in such amount and in such manner and form as may be satisfactory to Equity to insure the payment of the claims of Actors against such University and/or Theatre.

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

(C) Return of Security. After the company has closed, provided all claims and obligations required by or arising out of this Agreement have been satisfied, the security deposited with Actors' Equity shall be returned to the Guarantor six weeks from the receipt of a written request for its return. If Equity has a liquidated claim against a University and/or Theatre at the end of the season and the same is pending or noticed for arbitration, Equity shall withhold no more than double the amount of the claim and release the rest.

50. SICK LEAVE AND ILLNESS.

(A) During each four weeks of employment, the Actor shall be entitled to one working day of sick leave which shall be cumulative.

(B) If the illness of the Actor shall continue longer than the accumulated sick leave, the Equity understudy shall be paid no less than an additional 1/8th of the understudy's own contractual salary for each such performance.

(C) Should the illness of an Actor continue for two weeks or more after the Actor's sick leave is exhausted, Equity shall, at the request of the University and/or Theatre, have full power to modify or terminate the Actor's contract upon such terms as it may consider just, if it shall be satisfied that it will be necessary for the University and/or Theatre to employ a successor.

(D) If the Actor cannot perform on account of illness, injury, or any other valid reason, then the Actor shall not be entitled to any salary, except as provided above or in Rule 28, INJURY AND SALARY CONTINUANCE INSURANCE, for the time during which said services shall not, for such reason or reasons, be rendered.

51. SOCIAL SECURITY - UNEMPLOYMENT INSURANCE.

It is understood and agreed that the Actor is entitled to the benefit of all Federal and State enactments constituting Social Security Acts or laws including Unemployment Insurance and that the University and/or Theatre during the term of this Agreement and all contracts of employment shall pay any and all taxes or payments required to be paid by employers under the provisions of said law. The University and/or Theatre agrees to provide Social Security Benefits under the elective provisions of the Social Security Law, if it is not required to provide benefits under the law. In the event the services of the Actor are not subject to the compulsory provisions of an Unemployment Compensation (Insurance) Law of any State, then the University and/or Theatre hereby agrees that it will elect to cover the Actor and pay contribution on the earnings of the Actor under the elective provisions of the Unemployment Insurance Law of the State of New York and/or such other eligible State as Equity may determine to be in the best interests of the majority of the Actors employed by the University and/or Theatre.

In the event, however, the University and/or Theatre is not eligible to elect to come under the New York State Unemployment Insurance Law and if Equity has not designated another eligible State, then the University and/or Theatre agrees to elect to come under the Unemployment Compensation (Insurance) Law of the State where it has its principal place of business, or of the State of the Actor's residence, or of the State where the contract of employment was entered into.

The University and/or Theatre agrees to elect coverage and to pay contributions within the time required by applicable State law. When such election is made to New York State, the University and/or Theatre agrees to report the Actor by name, social security number and by New York address to the appropriate agency during the first week of the Actor's employment and, in no event, later than the quarter in which the work is performed.

52. STAGE FIGHTING.

The following regulations shall apply whenever a production requires two or more Actors to engage in stage fighting. The inclusion of music shall not affect the determination of what constitutes a staged fight.

- (A) The Actor shall agree in a contract rider to participate in stage fighting.
- (B) All Actors who participate in a fight shall run through the routine before each performance.
- (C) Whenever possible, performing members of the company shall rehearse fights with understudies during regular rehearsal hours.

53. STAGE MANAGERS.

(A) A Stage Manager shall be employed under an Equity contract either when five or more Equity contracts are in force in a single production or when the University and/or Theatre is presenting a season in Repertory (as defined in Rule 17D). However, a University and/or Theatre shall be exempt from this requirement if it has a *bona fide* professional Stage Management training program in its curriculum and an Equity Stage Manager on its faculty who actively supervises the student Stage Manager(s).

It is agreed that the Stage Manager's responsibilities require full time attention. The Stage Manager shall not function in areas which impinge upon the primary duties of a Stage Manager, except for teaching assignments.

The Stage Manager shall be engaged and receive contractual salary beginning at least one week prior to rehearsals.

If the University and/or Theatre terminates the Stage Manager's employment, he may not be re-engaged or replaced in the same season at a lesser salary.

If a Stage Manager rehearses and/or performs hours which would have given an Actor overtime had the Actor rehearsed and/or performed those same hours, that Stage Manager shall receive the overtime compensation that would have been due the Actor.

(B) Any Stage Manager who is called to perform services in productions, either prior to the week before rehearsals begin or after the production has closed shall be paid no less than 1/6th of weekly contractual salary per day.

(C) The Stage Manager is not permitted to act or understudy.

(D) Working Conditions for Stage Managers.

(1) Meal breaks shall be the same intervals as for Actors, but not necessarily at the same time, or the University and/or Theatre shall provide an appropriate meal at its expense.

(2) Rest period between the end of employment on one day and the beginning of employment on the next shall be 10 hours, except that during the four days preceding the opening, the rest period shall not be less than eight hours unless the Stage Manager is compensated at the Actors' overtime rate which shall continue until such time as the eight-hour break is given.

(3) The Stage Manager shall have a Day Off each week except during the opening week of a production, and if called on the Day Off, shall receive an additional 2/6^{th's} of weekly contractual salary.

(4) The Stage Manager shall not be required to design, build, or hang scenery, shop for or maintain performance or rehearsal props, lights, sound or costumes. Further, the operation of lights and the design and operation of sound is not a basic Stage Managerial duty but may be agreed to on an individual basis. The University and/or Theatre shall use its best efforts to see that all Stage Managers' booth(s) shall be cooled (or heated) to within a temperature range of 60-80 degrees Fahrenheit.

54. SUBSIDIARY RIGHTS.

(A) The U/RTA Contract is not considered a standard Contract due to its educational basis and associations. Therefore, subsidiary rights under Code Agreements shall not apply to U/RTA productions.

(B) Should the University and/or Theatre, or should any management, University and/or Theatre group or enterprise, corporate or otherwise, which the University and/or Theatre controls or in which it has a financial interest, present an original play for the first time, and subsequently present the play as a commercial venture (whether or not the participants in the venture are commercial enterprises) or televise or film the play within three years of the production in the theatre, all Actors engaged in such production must receive a *bona fide* offer to perform the same role(s) or function(s) for which they were engaged in the original production. If such *bona fide* offer is not made, the Actor employed under an Equity contract shall receive four weeks' applicable minimum salary at the then prevailing minimum or the applicable AFTRA or SAG minimum, whichever is higher.

55. TELEVISIONING, RECORDING, BROADCASTING, AND FILMING.

(A) Except as provided in 55(B) and (C) below, there shall be no televising, broadcasting, visual and/or sound recording, motion picture filming, or video taping, in whole or in part, of any production in which the Actors are employed under the terms of this Agreement without the express written permission of Equity under terms and conditions established by it. This prohibition includes radio broadcasting, closed circuit television, pay television, or the making of cassettes or other audio-visual Reproduction. The University and/or Theatre agrees not to undertake any of the above without prior negotiations and agreement with Equity as to the payments and working conditions.

(1) This prohibition shall be in effect from the beginning of employment until 16 weeks after the production has closed.

(2) Application for permission for televising, broadcasting, visual and/or sound recording, motion picture filming or video taping must be received by Equity at least 30 days in advance.

(B) Reproduction for Broadcast by a Non-Profit Educational Broadcast Station. A Reproduction, in whole or in part, of a production in which Actors are employed under the terms of this Agreement may be made for local broadcast by a non-profit educational broadcast station under the following terms and conditions:

(1) The Actor must give his consent in writing and Equity must be notified in advance.

(2) Each member of the cast (including Stage Manager, if any) shall receive one week's salary at the applicable U/RTA minimum in addition to all compensation required under the appropriate Screen Actors Guild (SAG) or American Federation of Television and Radio Artists (AFTRA) contract for such work, provided that such additional compensation shall not be less than that required under the AFTRA/EBC agreement.

(3) If the Reproduction takes place outside the Theatre and/or University and the Stage Manager employed under an Equity contract performs any services related thereto at the request of the Theatre and/or University, he shall, in addition to all other payments under this Rule, be paid an additional 1/6th of weekly contractual salary for each day or part thereof so employed.

(4) Where the Reproduction occurs in the Theatre and/or University, there may be no cast changes other than those which might normally occur during the course of the play's run. Where the Reproduction occurs outside the Theatre and/or University, each Actor appearing in the theatrical production must be offered the same role for the Reproduction and may be free to negotiate terms and conditions under his agreement satisfactory to him, unless the Actor does not wish or is unable to appear in the Reproduction.

(5) In the event that during the run of the theatrical production more than one Actor has contracted for and appeared in a particular role (exclusive of Actors who may have appeared only in an understudy capacity) the employer shall be free to choose such Actor as he wishes for the Reproduction. In the event the Reproduction is produced outside the theatre and is altered in such fashion as to delete one or more roles, the Actors who had played such roles shall nevertheless be compensated in accordance with (B)(2) above.

(6) Notwithstanding the work schedule permitted under the AFTRA and/or SAG agreements, the Actor must have no less than a two-hour rest period prior to the half-hour call at the theatre.

(7) Showing over additional outlets is prohibited unless the terms shall first have been negotiated and agreed to by the University and/or Theatre, Equity, and the Actor.

(C) Archival Videotapes. Upon request of the University and/or Theatre, Equity will issue a release to be signed by the Actors after a unanimous, secret ballot vote and prior to any archival taping. The University and/or Theatre shall be the sole possessor of the video. The video shall be a single-camera, fixed-angle shot, taken from the back of the house during a regularly scheduled performance. No technical accommodation shall be made for the taping, i.e., increased lighting, modified staging, etc.

(D) 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, a feature story on the production contained within a TV news program, an un-sponsored television program devoted to a local community affairs, or magazine format programs which are only broadcast locally. Actors' Equity Association will view with favor and give serious consideration to media projects for the handicapped and community service programs.

(1) During a Rehearsal.

(a) Filming or taping sessions shall not exceed ½ hour of the regularly scheduled rehearsal.

(b) The Deputy shall file a report with Equity giving the time utilized for the filming or taping session. Said report shall be initialed by the deputy(ies). Upon contemplation of filming or taping during a rehearsal, the University and/or Theatre shall make every reasonable effort to give the cast a 24-hour notice.

(c) Up to three filming or taping sessions per production may be scheduled and all stations must do their filming or taping during those three sessions.

(d) If the time of filming or taping is changed, the University and/or Theatre shall immediately notify the cast of such change and of the re-scheduled time.

(2) At a Performance.

(a) Filming or taping may be for only ½ hour of footage.

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

(c) When cameras are going to film or tape, the cast must 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 Both 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 public 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) Whenever a Stage Manager is employed under an Equity contract, said Stage Manager shall be required at every filming or taping.

(d) For any violation hereof other than violations of unauthorized subsequent use of the film or tape, the University and/or Theatre shall pay one week's contractual salary or Production 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 University and/or Theatre or any third party.

(E) Reproduction for Non-Broadcast Public Relations, Fund-raising, Marketing or Civic Promotion. 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 University and/or Theatre in public relations, fund-raising, marketing, or civic promotion programs under the following terms and conditions:

- (1) The Actor must be fully advised as to the nature and purpose of such Reproduction and must give his consent to it in writing.
- (2) All Reproduction must occur during regularly scheduled and allowed rehearsal or performance hours.
- (3) An Equity Stage Manager (See Rule 53 STAGE MANAGER) must be present at all Reproduction sessions.
- (4) All Actors involved must be given notice at least 24 hours prior to each performance or rehearsal that is to be reproduced.
- (5) The University and/or Theatre shall receive no compensation for the exhibition of any material reproduced under the terms of this provision.
- (6) The University and/or Theatre will 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 University and/or Theatre will provide Equity with the opportunity to view the completed Reproduction.
- (8) The University and/or Theatre will maintain control and ownership of all material reproduced and will ensure that it is used for no commercial purposes whatsoever.
- (9) Material reproduced under the terms of this provision may constitute up to 25% of the completed Reproduction, if for public relations or fund-raising, but in no case more than a total of 10 minutes. 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 locations (e.g., video monitors near a box office), the Reproduction must 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 and may not be used in such commercials.
- (11) The University and/or Theatre 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.

(F) Cast Albums. There shall be no cast album made without the express permission of Equity and under terms set by it.

(G) TV, Radio Spot, In-Flight, or Theatrical Exhibition Commercials. Equity will permit the Actor to make a television or radio spot commercial of three minutes or less duration promoting the Theatre and/or University or production provided the Actor is signed to the applicable SAG or AFTRA contract. If a television or other commercial is made from still photographs of persons in the cast, each Actor contained within the photograph, whether recognizable or not, shall be signed to the proper SAG or AFTRA contract. When a Stage Manager, if on contract, is required to do any work other than performance in connection with a television or radio commercial, the Theatre

and/or University shall pay said Stage Manager not less than the applicable SAG or AFTRA Off-Camera Principal minimum (including Off-Camera residuals). No Equity Actor shall do any work except as an Actor.

(H) This Rule shall apply in all instances irrespective of the use made of such televising, broadcasting, recording, or filming, the method employed in obtaining same or the length or character of the "part" of said production so televised, broadcast, recorded or filmed.

(I) Nothing contained herein shall negate or minimize the Actor's right to negotiate payments for taping, televising, broadcasting, visual and/or sound recording, or motion picture filming. If the minimum payments herein required for televising, broadcasting, visual and/or sound recording or motion picture filming of any part of the production should be less than the minimum rate required by AFTRA or SAG for such work, then the Actor shall receive not less than the AFTRA or SAG minimum. Overtime, residuals or any other payments which may become due to the Actor are not included in the minimums specified herein.

56. TERMINATION.

(A) It is of the essence of all employment contracts that all notices thereunder, company and individual, must be in writing. Copies of all notices must be filed with or mailed to Equity forthwith by the party (Actor or University and/or Theatre) giving notice. Full power is reserved to Equity to grant relief from this Rule where, in its opinion, the person or persons to whom notice is given has not or have not been misled or injured.

(B) All notices to the University and/or Theatre may be given to the University and/or Theatre personally or the Company or Stage Manager in writing. Notice to the Actor must be given to him personally in writing unless the Actor is not at the theatre location, in which case it may be given by registered or certified mail or telegram to the Actor's last known address.

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

(C) Notices of termination or closing given at or before the end of the first performance of the calendar week, effective at the end of the final performance of the week following shall be deemed two weeks notice. The Actor's final day of employment shall be a Saturday or Sunday depending on the University and/or Theatre's performance schedule.

(D) Prior to the Beginning of Employment.

(1) Thirty days or more prior to the Actor's reporting date, either party may terminate the contract without penalty.

(2) Within 30 days before the Actor's reporting date, except for provable health reasons or *force majeure*, the Actor may terminate the contract by giving the University and/or Theatre two weeks' notice in writing and paying it two weeks' minimum salary; the University and/or Theatre may terminate the contract by giving the Actor written notice and paying the Actor four weeks' contractual salary.

(E) After Beginning of Employment. Individual notice of termination (as specified in the contract) after the beginning of employment may not be less than two weeks nor more than four weeks.

(1) During Rehearsal. During rehearsals the Actor may terminate his contract by giving the University and/or Theatre the notice specified in the contract. However, the date upon which the notice becomes effective may not fall within the period two weeks prior to and ending two weeks after the opening date specified in the contract.

If the University and/or Theatre terminates the Actor's contract during rehearsals, the Actor shall be paid weekly contractual salary multiplied by the number of weeks specified in the notice clause of the contract. In no event may payment be less than four weeks' contractual salary.

(2) After Opening. Either party may terminate the contract at any time on or after the date of the first public performance by giving the other party the notice specified in the contract but in no event less than two weeks' notice.

In the event an Actor is terminated, when a given production has a scheduled run remaining of two weeks or less, the required guarantee for the Actor's replacement shall be no less than two weeks.

If the contract is terminated by the Actor, the Actor agrees to pay his own fare back to the place of engagement.

(3) Just Cause: No Actor may be terminated except for "just cause." If requested by the Actor, the University and/or Theatre must furnish the reasons for dismissal to the Actor and Equity in writing within two weeks of such request. Equity may then investigate the basis for any discharge. If Equity desires to challenge any discharge, then the matter shall be submitted to arbitration in the manner provided in Rule 4. This provision shall not apply until one week after the press opening performance of each production but in any event, no later than two weeks after the first public performance of each production.

In the event "just cause" is not found, the arbitrator's award shall be limited to monetary damages, which shall not exceed the balance of the un-expired term of the Actor's original engagement less any monies paid in lieu of notice and any monies earned under another Equity contract during that period.

(F) Closing Season. The University and/or Theatre may close the announced season by posting two weeks' written notice, provided the Actor receives not less than the minimum employment and/or payment guaranteed under the contract.

A company closing notice shall supersede any individual notice then outstanding.

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

(H) Additional Payments. If individual notice of termination is given by the University and/or Theatre, it agrees to pay the Actor in cash the amount of the cost of transportation of the Actor and his baggage back to his place of residence, whether the Actor returns immediately or not. However, if, at the time notice is given, the University and/or Theatre already possesses the requisite tickets, it may give the Actor said tickets in lieu of cash.

(I) Rights After Giving Notice When Actor Secures New Engagement. Should either party give the other notice 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 duties under the then-existing contract.

57. TOURS, EXCHANGES AND VISITS.

The Actor shall perform at the resident theatre unless otherwise specified in the contract. A Stage Manager engaged under an Equity Contract shall be required on all Overnight Tours, Exchanges and Visits.

(A) Local Tours.

(1) A local tour shall not involve any overnight stays.

(2) In no event may the total number of hours of employment of an Actor on a day of a local tour (including but not limited to any rehearsals and teaching, rest periods, performances and transportation to and from the place of performance) exceed 10 consecutive hours. The requirements of Rule 44 shall still apply.

(B) Overnight Tours.

(1) One Location. Four or fewer overnight stays at one location shall constitute an Overnight Tour. For use of students, see Rule 31(D).

(2) More Than One Location. Any number of overnight stays at more than one location shall constitute an Overnight Tour.

(3) Hotel Reservations. Whenever the company performs away from the resident theatre, the University and/or Theatre shall be responsible for securing hotel reservations. Two weeks prior to the performance a list of available hotel accommodations at different price ranges must be submitted to the company. Within one week thereafter the Actor shall indicate acceptance, or preference to arrange for his own accommodations. Unless the Actor notifies the University and/or Theatre of acceptance of such accommodations, the University and/or Theatre shall be relieved of further responsibility. If the Actor has complied with this requirement and does not receive accommodations upon arrival, he shall not be required to rehearse or perform until such accommodations are forthcoming. However, should circumstances beyond the University and/or Theatre's control (such as a hotel confirming a reservation and its not being available on the arrival of the Actor) make it impossible for the University and/or Theatre to provide such accommodations, the Actor shall not avail himself of this right. If the Actor refuses to accept accommodations that were requested and obtained through the University and/or Theatre, the Actor shall pay for one night's accommodation.

Responsibility for hotel accommodations shall include accommodations in the same hotel for the entire cast regardless of race, color, creed, gender, sexual orientation, disability or national origin. Accommodations shall be clean and sanitary and within a reasonable distance of the theatre.

(C) Exchanges. When in the course of a season an U/RTA University and/or Theatre performs at the site of a second U/RTA University and/or Theatre and said second theatre, though not necessarily at the same time, performs at the site of the first theatre, this shall constitute an exchange. In both instances the exchange shall cover a period of no less than two weeks.

(D) Visits. Performances of two weeks or more away from the resident theatre at another U/RTA institution which does not reciprocate by exchange shall constitute a visit.

(E) *Per diem* may be waived for exchanges and visits, but not for Overnight Tours, provided the Universities and/or Theatres involved in the exchange or visit supply suitable accommodations at no cost to the Actor. In addition, the resident theatre to which the Actor is under contract guarantees that the accommodations the Actor had while at the resident theatre shall be available when the Actor returns.

Should the exchange or visit occur prior to the Actor's first reporting to the contracting resident theatre and/or should the exchange or visit occur following the Actor's required stay at the end of the Actor's contracted season at the resident theatre, the U/RTA institution to which the Actor is going on the exchange or visit need not supply accommodations, nor shall per diem be required. It shall be the responsibility of the University and/or Theatre to which the Actor is under contract to see to it that the University and/or Theatre involved in the exchange or visit furnishes all information required and that all other terms of Rule 46 ROOM shall be upheld. The Universities and/or Theatres involved in the exchange or visit shall be responsible for all transportation and baggage costs pursuant to Rule 58, TRANSPORTATION AND BAGGAGE.

(F) If a company is on tour, rehearsals shall be for understudy, brush-up and replacements only and limited to 10 hours per week. There shall be no more than one performance and one "workshop" on a day of travel.

(G) It is the intent of the Contract that with tours, exchanges and visits, the sponsoring organization shall be an educational institution or an Arts Council but not necessarily a member of the University/Resident Theatre Association, Inc.

58. TRANSPORTATION AND BAGGAGE.

(A) The University and/or Theatre at its own expense shall transport the Actor whenever the Actor is required to travel. Any Actor employed originally from a point outside of the area in which the theatre is located shall be provided return transportation to his place of residence at the termination of employment with the company whenever that occurs.

(B) The Actor shall travel by such routes as the University and/or Theatre may direct, except as otherwise agreed to in writing between the Actor and the University and/or Theatre. In no event shall any agreement provide for a payment to the Actor of a sum less than the cost of applicable public transportation from the Actor's residence, which may be designated in the contract, to the theatre and return, or between theatres as provided in (D).

Unless the University and/or Theatre specifies the manner and route of transportation, the Actor may choose his own mode of transportation and shall be reimbursed in an amount at least equal to the fare of first-class routes of transportation as defined herein, including transportation of the Actor to the University and/or Theatre, or the Actor's lodgings in the community of the theatre's location.

(C) The University and/or Theatre shall furnish the Actor with the necessary transportation tickets or their cash equivalent. All transportation tickets or their cash equivalent from the Actor's residence to the theatre shall be delivered to the Actor at least three days in advance of departure. The University and/or Theatre, upon request of the Actor, shall deliver the return transportation at least three days before the close of the Actor's engagement.

If, in an emergency, it should become impossible for the University and/or Theatre to comply with the above conditions, the University and/or Theatre shall reimburse the Actor in an amount equal to the actual sum spent by the Actor for transportation, but in no event less than the cost of first-class transportation. In no instance may the University and/or Theatre take advantage of reduced round-trip fares unless tickets or their cash equivalent are delivered to the Actor three days in advance.

(D) Where the Actor has been playing in a previous consecutive engagement, all tickets or their cash equivalent covering transportation from one theatre to another shall be furnished by the University and/or Theatre at which the Actor has his next engagement at least three days prior to leaving for said engagement. Should the University and/or Theatre fail to send these tickets or monies, the University and/or Theatre at which the Actor is currently engaged may furnish the Actor with the full cost of transportation to the Actor's next engagement, or shall provide the Actor with return transportation to his place of residence.

(E) Rail Transportation. The Producer shall provide such methods of travel as are most direct within the public means of transportation available. Where either train or bus might be used, the preferred method of transportation shall be train. Day coach transportation is limited to 10 hours daily. After 10:00 P.M., transportation shall include individual Pullman sleeping accommodations, which shall be no less than a roomette, if same is available.

Should the University and/or Theatre present proof satisfactory to Equity that Pullman sleeping accommodations could not be obtained, the University and/or Theatre shall pay the Actor an amount equal to the cost of a roomette only, without taxes or other excess charges. Failure to so prove shall obligate the University and/or Theatre to pay the Actor the difference between the total cost of first-class Pullman transportation including a

roomette, taxes and other excess charges included, and the amount of coach transportation.

(F) Air Travel. The Actor shall not be compelled to travel by air without the Actor's consent and in each and every case it shall be entirely in the determination of the Actor to decide whether he wishes to travel by air or not. Air travel, if consented to by the Actor, must be by first-class CAB certificated scheduled air lines, and not by non-scheduled or private airlines.

Scheduled air tourist or coach flights (on first class CAB certificated scheduled airlines) may be substituted for first-class air travel provided such flights take place during the hours between 8 A.M. and 8 P.M., are of less than five hours duration, and meals are provided at the University and/or Theatre's expense. Tourist or coach travel shall be permitted on non-stop jet flights from coast to coast provided such travel does not exceed six hours. If the Actor consents to travel by air, the University and/or Theatre agrees to reimburse the Actor for the premium cost of air travel insurance up to the amount of \$100,000.00 purchased by the Actor.

If delay *en route* in air travel occurs, all expenses usually paid or furnished the traveler under first-class air travel, and not paid the Actor by the airlines, shall be reimbursed to the Actor by the University and/or Theatre.

(G) Bus Transportation. All bus travel shall be made under the following rules:

(1) Routing. The University and/or Theatre shall submit to Actors' Equity Association a detailed routing of any proposed bus tour based on the following schedule of maximum hours per day of travel:

| | |
|-------------------------|---------|
| Double Performance Days | 3 hours |
| Single Performance Days | 6 hours |
| Non-Performance Days | 8 hours |

(2) The University and/or Theatre shall submit to Equity and the Deputies of the company a route sheet (on a form provided by Equity) which shall contain places of performance, mileage between cities, estimated hours of travel and a performance schedule. The route sheet and performance schedule shall be submitted prior to the commencement of the tour. Subsequent route sheets and performance schedules shall be submitted to Equity and the Deputy as bookings are arranged. Performance schedules must be provided at least two weeks prior to the performance and shall include dates, times, places and title of play to be performed. A representative of the University and/or Theatre shall travel with the company at all times.

(3) Comfort and Safety. The University and/or Theatre agrees that the bus shall be equal in comfort, conditions and safety to those used by first-class long distance bus companies and that it shall be equipped with heat, air conditioning, separate luggage quarters and seating accommodations for each member. The University and/or Theatre shall instruct the driver to obey all traffic regulations and speed and safety rules of City or State.

(4) Travel time shall commence and be computed from the time the bus is scheduled to leave. The Actor shall be prompt for all bus calls and shall make baggage available for loading at least 15 minutes prior to the scheduled departure time. If an Actor is responsible for a delay at any time, such delay shall not be counted as part of the travel time of the company. The University and/or Theatre may, for the convenience of the company, schedule a second pickup, in which event travel time shall commence from the scheduled departure from the second pickup. Computation of travel time shall end upon arrival of the bus at the first hotel at which the Actors are residing.

(5) Overtime Travel. If the applicable travel time set forth in Section (1) above is exceeded, the University and/or Theatre shall pay each Actor involved at the overtime rate for each hour or part thereof of overtime travel, up to two hours of overtime. If travel overtime exceeds two hours, the overtime payment shall be doubled. Payment of any overtime due shall be included with the salary payment of the week following the week during which the overtime travel has occurred, and shall be identified as travel overtime.

(6) Rehearsal and/or Performance on Day of Travel. The Actor may not be required to rehearse and/or perform and/or travel for a total of more than 10 hours out of 12 hours in any day. There shall be no more than one performance and one "workshop" on a day of travel. [See Rule 44(A)(2).]

(7) Travel time shall not include time lost due to accidents on the road or other unforeseeable conditions, or time lost by inspections by State Officials while crossing State borders or going through Customs at International Borders. Should there be more than three breakdowns in a one-month period, Equity shall have the right to require the University and/or Theatre to furnish a different bus.

(8) There shall be a minimum of one 10-minute comfort stop during each two hours of travel unless the bus has lavatory facilities. The first 10 minutes of such comfort stops shall be deemed part of the travel time. Times beyond the first 10 minutes, if any, shall not be deemed part of the travel time.

(9) Within the first four-hour travel period, there shall be no less than a one-hour stop for a meal. After this first stop, meal stops shall occur at intervals not to exceed five hours. If, however, the trip does not commence until after 12 noon, the first meal stop need not occur for five hours. The actual time utilized for such meal stops shall not be considered part of the travel time.

(10) The bus, upon arriving at its destination, will first deliver the Actors to their hotels. There will be a minimum of two hotels at different price ranges made available to the Actor in the manner described above in Rule 57, TOURS.

In every case where the theatre is situated more than ½ mile from the hotel, the bus will transport the Actor to the theatre and return to the hotel after the performance. The bus shall leave the theatre when all

Actors are ready to be transported to the hotels. The time of the bus departure should not be later than 30 minutes after the final curtain. Should the University and/or Theatre delay the departure of the bus from the University and/or Theatre beyond 30 minutes, the actual departure time of the bus shall mark the beginning of the time for the required rest period.

(11) There shall be an interval of at least 11 hours between the final curtain on any one night and the bus call for the next day's travel, except that on two days a week this interval may be reduced to 10 hours. Should two-thirds of the Actors elect, by secret vote, to reduce the 11 hours or 10 hours further, the University and/or Theatre shall not be penalized. In the case of consecutive days being completely devoted to travel with no performance, there shall be an interval of at least 12 hours between the termination of one day's bus journey and the beginning of the following day's bus journey.

Travel time from the theatre to the last hotel, including the 30-minute bus departure interval referred to in (9) above, shall not exceed one hour.

(12) Night travel shall be deemed to be travel between the hours of 10:00 P.M. and 6:00 A.M. and shall only be by railroad Pullman sleeper accommodations except by written permission of Equity. A request for a waiver of this clause may be by letter, telegram or telephone, and after consultation with the company. The confirmation from Equity, if granted, must be in writing.

(13) The University and/or Theatre agrees that there will be one Day Off in each week free of all performances and rehearsals, after opening. Such Days Off in each week shall be no further apart than nine consecutive performance days. For any performance beyond nine consecutive performance days without a Day Off, each Actor shall be paid an additional 3/16th of weekly salary for each performance. Travel to the next playing date, if necessary, will not constitute a breach of this paragraph requiring extra payment. However, there shall be one day free of rehearsals, performances and travel every two weeks.

(14) There shall be at least 1 ½ hours between the end of a previous performance (or arrival in town) and half-hour, which can be reduced to one hour by a unanimous secret vote of the Equity company. If the end of a previous performance (or arrival in town) is less than 1 ½ hours prior to half-hour, the University and/or Theatre shall provide a meal at the theatre. The break between performances specified in this section shall not apply to school performances of 1 ½ hours or less duration.

(15) An evening performance on a day on which there is a performance beginning prior to 2:00 P.M. shall be permitted provided there was an interval of at least 12 hours between the final curtain the previous day and the first call on the day of the early performance.

(H) Bus and Truck Touring Company Rider. A rider shall be attached to all contracts for tours which use buses as the primary means of transportation, carrying the following provisions:

"The Actor understands and agrees that transportation during this tour will be by bus and all provisions of Rule 58(G) (Bus Transportation) shall apply.

"The University and/or Theatre will use its best efforts to book the tour so that the Actor will have as little travel as possible. However, it is understood that consecutive one-night engagements will be required under this contract.

"It is understood that in addition to the cast and required representatives of the University and/or Theatre, the bus(es) will also carry (check) _____ crew, _____ musicians, _____ no one.

"The Actor is guaranteed a _____ single, _____ double seat. This guarantee will not apply in emergency situations if a substitute vehicle is required, or if occupants of two buses are forced to double up.

"No pets shall be allowed on company buses without the express consent of the University and/or Theatre."

(I) Automobile Transportation. In the event the Actor uses his own car or rides with another Actor in lieu of other transportation at the beginning and/or end of the Actor's engagement, the Actor shall receive a sum equivalent to the cost of applicable public transportation in cash. If the company closes away from the main University and/or Theatre, the University and/or Theatre shall, at the Actor's option and if the Actor has a *bona fide* reason, return him to the theatre prior to returning the Actor to his place of residence.

(J) Baggage.

(1) The University and/or Theatre shall pay for the transportation of the Actor's baggage and/or effects, for personal use while employed at the University and/or Theatre, up to 400 lbs. for each Actor, plus 200 lbs. for each dependent (maximum combined total of 1,200 lbs.).

The method of shipment shall be determined by the University and/or Theatre and shall be specified in the contract.

(2) The Actor shall be responsible for transporting personal hand baggage between his residence and the station and airport. The Actor shall take the most reasonable and expeditious mode of transportation and the University and/or Theatre shall reimburse the Actor for the actual cost up to \$30.00 each way as set forth and itemized in detail by the Actor on a form which shall be provided by Equity for this purpose.

(3) On tour, the Actor's trunk shall be made available at the theatre or hotel at least once a week unless prevented due to causes beyond the University and/or Theatre's control.

59. UNION SECURITY.

(A) All Actors, except non-professionals as provided in this Agreement, who are members of Actors' Equity Association shall, as a condition of employment, continue to be members of the Union in good standing for the life of this Agreement. All employees who are not now members of Equity shall, as a condition of employment, become members within 31 days following the signing of this Agreement and shall thereafter remain members of the Union in good standing as a condition of continued employment. All

new employees shall, as a condition of employment, become members of the Union within 31 days from the date of the commencement of their employment and shall thereafter continue to be members of the Union in good standing as a condition of continued employment. As defined and applied in this rule, the phrase "member of the Union in good standing" means a person who pays initiation fees and dues (or the monetary equivalents thereof) to the Union as financial obligations in accordance with the requirements of the National Labor Relations Act.

(B) Equity shall provide the University and/or Theatre two weeks' written notice to discharge any Actor covered by this Agreement for non-payment of union dues or initiation fees (or the monetary equivalent thereof). Upon the Actor's failure to make such payment within the aforesaid period, the University and/or Theatre agrees immediately to discharge the Actor, provided, however, that Equity shall withhold its demands for discharge if the University and/or Theatre undertakes, with the consent of the Actor, to withhold from the Actor's salary a sum sufficient to correct the Actor's delinquency.

60. VACATION.

All Actors shall accrue vacation pay at the rate of 1/6th of contractual salary for every six weeks of employment during a 12-month period; however, no Actor shall be entitled to vacation pay unless he is employed for at least 12 weeks during that 12-month period.

If the Actor is not given vacation, the Actor shall receive accumulated vacation pay as severance pay.

61. VOTING.

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

(B) Should any situation arise where the University and/or Theatre wishes the company to consider any proposition not covered by the standard Equity contracts of employment or Equity rules, it shall notify the Deputy and the Deputy shall arrange a meeting of the cast which may be held at the theatre where the company is playing. At such meeting or meetings, neither the University and/or Theatre nor its representative shall be present, unless so requested by a majority unanimous secret vote of the cast but not in any event when a vote is taken. Any proposed action by the cast shall not, however, be binding without the written approval of Equity.

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

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

(1) Length of rest period after five hours rehearsal for which a unanimous vote is required. [See Rule 44(E)(1).]

(2) Length of rest period before half-hour (non-touring) for which a majority vote is required. [See Rule 44(E)(2).]

- (3) Length of overnight rest periods on one-performances days for which a two-thirds majority is required. [See Rule 44(E)(3).]
 - (4) Length of rest period between curtain down and rehearsal call for which a majority is required. [See Rule 44(E)(4).]
 - (5) Note session after a preview performance for which a majority vote is required. [See Rule 44(F)(1).]
 - (6) Length of overnight rest period prior to a bus call for which a two-thirds majority is required. [See Rule 58(G)(11).]
 - (7) Length of rest period before half-hour (on tour) for which a unanimous vote is required. [See Rule 58(G)(14).]
- (E) The determination of Equity as to any issue arising under the above provision shall be final and binding upon the University and/or Theatre and each Actor.

DURATION

This Agreement shall commence on February 26, 2001, and expire on February 29, 2004.

All individual contracts of employment existing on or signed on or subsequent to said date shall be modified in accordance with the new rules. Equity may advise Actors not to work for the University and/or Theatre unless an Agreement Governing Employment in University/Resident Theatres is in effect.

ACTORS' EQUITY ASSOCIATION

By _____
Zalina A. Hoosein
Senior Business Representative

UNIVERSITY/RESIDENT THEATRE ASSOCIATION

By _____
Scott Steele
Executive Director

Agreement and Rules Governing Employment in U/RTA Theatres

INDEPENDENT PRODUCER'S AGREEMENT

The undersigned employer agrees to accept and abide by all the terms and conditions of the Agreement between Actors' Equity Association and the University/Resident Theatre Association (U/RTA), and acknowledges the receipt of a copy of same and full notice of all provisions, rules and interim modifications and/or amendments to said Agreement which may become effective during its term.

ACTORS' EQUITY ASSOCIATION
Jacki Veglie, Bonding Secretary

PRODUCER

DATE

DATE

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