

Actors' Equity Association

AGREEMENT AND RULES GOVERNING EMPLOYMENT BY SECOND CITY THEATRE, INC

Effective Date: April 1, 2002

Expiration Date: April 3, 2005

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SPECIAL AGREEMENT
Between
ACTORS' EQUITY ASSOCIATION
And
THE SECOND CITY THEATRE, INC.

Effective April 1, 2002
Expires April 3, 2005

RECOGNITION.

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

For the purposes of this Special Agreement, the words "Theatre" or "Producer" shall mean the Second City Theatre, Inc., or its representatives or agents, or any party with financial interest in the Second City Theatre, Inc.

For the purposes of this Special Agreement, the words "Equity", "Actors' Equity", or the "Association" shall mean the Actors' Equity Association (AFL-CIO), or its representatives or agents.

1. ACTOR'S OBLIGATIONS TO EQUITY.

- (A) Nothing contained in any employment contract signed by any Actor engaged under an Equity contract shall be construed so as to interfere with the carrying out of any obligation which an Actor owes to Equity by virtue of the Actor's signing the contract and the Producer shall not only not request or require any Actor to do any act or thing forbidden by the Constitution and By-Laws of Equity or by the rules or orders of the Council of Equity, or orders of its authorized executives, but will require the Actor to do and/or assent to the Actor doing any and all acts required by the foregoing.
- (B) The Producer further agrees that the Producer has notice:
 - (1) That the Associated Actors and Artistes of America is a voluntary Association hereinafter referred to as the 4-A's and is subject to the Constitution, By-Laws, rules, regulations, and orders of the American Federation of Labor-Congress of Industrial Organizations (AFL-CIO), from which it derives its charter;
 - (2) That Equity deriving its charter from the 4-A's is in turn subject to the Constitution, By-Laws, orders, rules, and regulations of the 4-A's and the AFL-CIO;

(3) The Producer agrees not to 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. Contracts of employment shall be subject to all such rules and regulations.

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

2. AGENTS.

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

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

When an agent negotiates a contract and said agent is the Agent of Record on the face of the contract, any commission payable that would invade the minimum salary shall be paid by the Producer.

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

3. ALIENS.

Non-resident aliens may not be employed by Second City, Inc.

4. ANNOUNCEMENTS.

(A) The Producer or his designated representative shall make an announcement before the beginning of each performance to the effect that there shall be no smoking, taking of pictures, or the making of recordings of any kind during the performance. In lieu of the foregoing, the Producer may place a written announcement in the free program given to each patron and prominently display a sign in the lobby at the entrance to the theatre.

(B) If the aisles are used by the Actors for entrances and/or exits, the Producer shall also announce that the aisles must be kept clear during the performance.

5. AUDITIONS AND PRINCIPAL INTERVIEWS.

The Producer agrees to hold one audition each year of the agreement for experienced improvisational performers.

6. BILLING, CAST LISTS, AND PROGRAMS.

(A) The names of all performing Actors shall be listed alphabetically on a houseboard either in front of the theatre or prominently displayed inside the lobby. Should there be errors or omissions in this listing, provided such errors or omissions are not corrected within two business days after the

day on which written notice is received by the Producer, the Actor shall be paid \$25.00 for each day the error goes uncorrected.

- (B) When an Actor leaves a Company, the Actor's name and/or likeness (in photographs portraying three Actors or less) 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 Actor's replacement. Should the Producer fail to comply with this rule within three days after the giving of written notice either by the Actor who is leaving or has left, or by the replacement Actor and/or by Equity, the Producer shall pay 1/8th contractual salary to the Actor currently performing and to the Actor whose name and/or likeness has not been removed.

When an Actor leaves a Company, the Actor's photograph on and/or in the programs must be submitted for removal prior to the next printing deadline.

- (C) In connection with all other advertising, press releases, publicity matters, and display media under the Producer's control, the Producer shall exercise reasonable diligence in removing the name and/or likeness of any Actor no longer in the Company.
- (D) Whenever a breach of a billing clause is claimed, Equity or the Actor shall notify the Producer by certified letter, return receipt requested, of the breach. If the breach is not corrected within seven days of receipt of notification, the Producer shall pay to the Actor a sum equal to 1/8th of the Actor's salary for any time during the first week the breach continues after the seventh day. For each week the breach continues thereafter, or if additional breaches occur and the Producer has been properly notified, the Actor shall be paid cumulatively an additional 1/8th per week or per breach for as long as the breach continues (i.e., 2/8^{ths} for the second week or second breach, 3/8^{ths} for the third week or third breach, etc.).

(E) Free Cast List.

- (1) A cast list must be offered free of charge to every patron who enters the theatre at all performances. Such cast list must contain the names of all Actors and their role or function. Additionally, the cast list must include the following language: "This production was created by (list of all people who wrote the production) on (date material was first performed)," "This production is being performed by: (a list of the names of all Actors on an Equity contract currently performing in the production)," and "(Name of production) is a professional production employing members of Actors' Equity Association, the union of professional Actors and Stage Managers."
- (2) In the event the Actor's biographical material is printed in the program, playbill, and/or souvenir program, the Actor shall have the right of approval of biographical material which approval shall be in writing and not unreasonably withheld. Such approval shall include an indication of the preferred cuts in the event that limitations of space require editing. Should the Actor fail to indicate such preferred cuts, the Producer shall be free to edit at the Producer's discretion. Biographical material not disapproved within 48 hours of its submission to the Actor shall be considered approved.
- (3) In the event that there are errors or omissions in the printed cast list in the playbill or program, the Producer agrees that upon receipt of notice of an omission or error in such cast listing, the Producer will, within 48 hours (including at least two business days), place in the playbill or 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 playbill or program, provided such notice is given at least 48 hours prior to the press deadlines. Souvenir programs shall be corrected at the next printing.
- (4) For each failure to either place a correction slip in the playbill or program as stipulated above or to correct the playbill or program cast listing at the next printing after proper notice was

given, the Producer shall pay the Actor involved a sum equal to 1/8th of contractual salary for each week or part thereof during which the omission or error continues.

- (F) The Producer shall supply each Actor at least one pair of complimentary tickets for each production to be used at any time in the run provided there are seats available. The Actor must give no less than a 24-hour notice to the Producer of intent to use said tickets.

7. BINDING EFFECT OF AGREEMENT.

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

8. BLACKLISTING.

The Producer and Equity both pledge themselves to prevent blacklisting in the theatre. Opposition to blacklisting is not a controversial issue between the Producer and Equity.

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

9. BREACHES BY PRODUCER.

Should the Producer:

- (A) Breach an individual contract of employment, or any part thereof;
- (B) Breach or fail to abide by or conform to any rule that is a part of the employment contract of any Actor;
- (C) Make any false statement in connection with any employment agreement or regarding security;
- (D) Employ or have employed any member of Equity under any form of contract other than a Standard Form;
- (E) Be in default as to any employment contract with any Actor engaged under an Equity contract, or breach such employment contract, past or present;
- (F) In the future, breach any such employment contract;
- (G) Fail to give or deposit security at the time and in the form and amount required by Equity;
- (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 Producer, or the Producer's fault or default, the Actor is released from the Actor's obligation to work, then in either of said events, the Actor may, Equity consenting, forthwith terminate his employment, and is released from the Actor's obligation to render services to the Producer. In addition thereto, the Producer agrees to pay the Actor forthwith, in full, for all services rendered by the Actor, plus any other sums to which the Actor may be entitled by contract or by Equity rules, and for any damages that may arise under contractual law and also as liquidated damages, no present basis of calculation existing, a sum equal to two weeks' salary. Against said sum equal to two weeks' salary; no offset shall be allowed the Producer for earnings of the Actor in a new or subsequent engagement.

Disputes as to the applicability of the foregoing paragraph shall be subject to arbitration under Rule 20, DISPUTE RESOLUTION and neither Equity nor the Actor may finally determine any question of violation or breach on the part of the Producer. Equity may intervene, without penalty to itself, and require the Actor to perform or rehearse or not perform or not rehearse under such terms and conditions, as Equity may consider just and equitable.

10. CALLBOARD.

An official Equity callboard shall be maintained backstage at each Second City theatre on which up-to-date information important to the Actor shall be posted, including:

- (A) Worker's Compensation carrier and carrier number, etc.;
- (B) Names, addresses, and telephone numbers of doctors and hospitals in the area;
- (C) Location of first aid kits;
- (D) Member of the Producer's staff whom the Actor can contact in case of an emergency;
- (E) Information regarding fire exits and fire fighting equipment and proper procedures;
- (F) Notice of scheduled daylight day of rest [see Rule 42(D), Day(s) Off and Daylight Day of Rest];
- (G) Notice of rehearsal calls after opening and other calls given by the Stage Manager;
- (H) Any concessions regarding safe and sanitary conditions [see Rule 44, SAFE AND SANITARY CONDITIONS OF EMPLOYMENT]; and/or
- (I) Any notices or information sent by Equity, e.g., notices for general membership meetings.

11. CHANGES IN CAST.

See Rule 52, UNDERSTUDIES REPLACEMENT OF ACTOR.

- (A) When an Understudy takes the place of an Actor in a production, or any 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), an 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 eight by ten inches in size, with letters at least one inch high.
- (B) When a cast substitution is announced (either from the stage or by program insert), it shall be done in the following manner: "At this performance, the parts usually played by (Actor) will be played by (Replacement Actor)."
- (C) For each failure to give the required notice of substitution, the Producer 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 ½ of the Actor's own weekly salary.

12. CLAIMS

- (A) Waiver or Release Not Permissible. Upon any claim of the Actor arising under the Actor's agreement through any breach thereof, no receipt, waiver, release, or adjustment by the Actor is of any validity whatsoever, unless Equity consents in writing and the Producer, by agreeing to this rule, agrees not to 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 on an Equity contract under employment contracts be handled or enforced by agents or attorneys of said Actors unless same are consented to by Equity in writing.
- (B) Time Limit In Filing Claims. Should the Actor deem that he has any claim against the Producer under the Actor's contract, the Actor shall present the same to Equity or to the Producer within four weeks after the time when such claim shall have arisen unless the Actor shall give to Equity and/or to the Board of Arbitration a good and sufficient reason for any delay after such period of four weeks.

13. CLOTHES AND MAKE-UP.

- (A) Costumes. The Producer shall provide the Actor with all costumes, shoes, and clothing (except modern conventional undergarments) or rent the Actor's personal wardrobe from him at no less than \$2.00 per performance until declared value has been reached, see declared value below. No Actor shall rent or lend any wardrobe for use in any production until the terms of the rental are stated on the face of the Actor's contract of employment. This payment shall be paid weekly to the Actor with the Actor's salary.
- (B) Declared Value. The Actor and the Producer shall set a "declared value" on the item or items being rented, which shall be stated in a rider to the Actor's contract. (Once the Producer has paid to the Actor an amount equal to the declared value of any item or items, the Producer shall be absolved from making further rental payments to the Actor. It shall still be the Producer's responsibility to see that the item or items are cleaned and maintained as outlined within this rule.) The Actor shall retain ownership of any item even after it has reached its declared value as described above.
- (C) Cleaning and Upkeep. All clothing worn by the Actor for use in the production, whether furnished by the Producer or not, shall be cleaned or laundered at the Producer's expense whenever necessary but at least once every week. Costumes shall be aired whenever necessary. Costumes shall also be repaired or replaced whenever necessary. "Skin parts" of clothing (e.g., stockings, shirts, undergarments, bodysuits, dress shields, bathing suits, and slips) shall be laundered when necessary, at the Producer's expense. All "skin parts" must be laundered, thoroughly rinsed, and dried. In addition, the Producer agrees to have any wardrobe furnished by the Actor cleaned at the close of the engagement. Such cleaning shall be by a bona fide professional cleaning establishment.
- (D) Make-up. The Producer shall supply all make-up, except ordinary and conventional make-up.
- (E) Change of Hair Color and/or Style. The Actor may not be required to change the color and/or style of his hair unless the Actor agrees, in writing, and the Producer pays for the expense and upkeep during the run of the Actor's engagement, and of the restoration to the original color at the close of the engagement.

14. CONTINUOUS EMPLOYMENT.

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

15. CONTRACT.

- (A) Effective Date. Contracts between the Producer and Actor must be signed by both parties before the Actor shall be permitted to rehearse or perform. The Actor must sign a separate contract for his or her appearance with each Second City Company, respectively. The Theatre agrees to execute a new contract form for each Actor employed at the beginning of each contract year. In no event may an Actor's contract exceed 52 weeks without executing a new contract form. This rule in no way abrogates the provisions contained within Rule 51(B), Just Cause.
- (B) Signing of. Unless contracts are signed concurrently, the Producer must sign them first. If the contract is not signed concurrently, the Producer may notify the Actor or the Actor's designated representative, by personal delivery or Certified Mail, that unless the contract is signed and returned to the Producer within a specified time period which shall be not less than 48 hours after receipt of the notice by the Actor or the Actor's designated representative, the contract is null and void.
- (C) Changes and Alterations. The Actor and/or Producer have no right or power to waive any of the minimum conditions set forth in the employment contract or Equity rules without the written consent of Equity. Unless any and all riders, changes, alterations, waivers, or substitutions made prior to, when, or after a contract of employment is made shall have been consented to by Equity in writing, such riders, changes, alterations, waivers, or substitutions, or any part thereof, are void at the option of the Actor, Equity consenting. It shall be the duty of the Producer, not the Actor, to submit proposed changes to Equity for its written approval by a duly authorized representative.

If Equity fails to notify the Producer of its disapproval of said riders, changes, alterations, waivers, or substitutions within 10 business days after receipt thereof by Equity, they shall be deemed approved. At the option of Equity, no such riders, changes, alterations, waivers, or substitutions shall be admitted in evidence in any arbitration or by any tribunal for the disposition of any claim without the written consent of Equity.

The Producer agrees that all blanks including opening date, number of production, role (Actor or Stage Manager), and salary will be filled in, in writing, before signing or delivery.

- (D) Quadruplicate Copy. Within three business days after the Producer and the Actor receive the signed contract, each shall file with Equity a signed copy of the employment contract including any riders or attachments to the contract. If the Producer fails to file said copy within the specified time, the Actor may terminate employment without notice, providing he has filed his quadruplicate copy of the contract within the specified time and has obtained Equity's consent. If the Actor terminates his contract, the Producer shall pay to the Actor such amount to which he may be entitled under this Special Agreement.
- (E) Attempted Breach. No Actor shall agree with a Producer, employment agent, personal representative, or other Actor and no Producer shall agree with any Actor, employment agent, or personal representative to cause, attempt to cause, or agree to permit any breach of any term of any employment contract.
 - (1) Should any Actor engage in such conduct, said Actor may be subject to such disciplinary action as the Council of Equity may determine.

- (2) Should any Producer be found by an arbitration tribunal to have engaged in such conduct, said Producer agrees that such conduct on the Producer's part shall be a breach of the Producer's employment agreements with Actors on an Equity contract, entitling any such Actors to recover from the Producer, Equity consenting, a sum equal to two weeks' contractual salary as liquidated damages, no present basis of calculation existing. The Producer further agrees that upon such breach, the Producer's name may be posted on the Defaulting Employers List at Equity.
- (3) In the event of a recovery of liquidated damages by or on behalf of the offending Actor, the same shall be paid into the Actors' Equity Foundation, Inc.

16. DEFAULTING EMPLOYERS.

A Producer shall be ineligible to engage Actors unless and until said Producer shall have furnished security in such amount and in such manner and form as may be satisfactory to Equity to insure the payment of the claims of Actors against said Producer.

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

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

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

17. DEFINITIONS.

- (A) Actor. The term "Actor" shall refer to and include all persons who are engaged under Equity contract including Principal, Chorus, Stage Manager, Assistant Stage Manager, and Understudy.
- (B) Anniversary. "Anniversary" and/ or "Anniversary Date" where applicable shall be the first rehearsal date of the first Equity contract signed by the Actor and the Producer and shall remain in effect and be consecutive provided there is no break in employment due to a leave of absence or termination of or by the Actor.
- (C) Contractual Salary. "Contractual salary" shall be defined as the base compensation received by the Actor and shall include (but not be limited to) understudy assignment(s), additional duties, etc. Such payment as per diem, costume rental, meal break and rest break penalties, extra performance payments, emergency performance payments, and overtime payments shall not be considered part of contractual salary. All compensation received by the Actor is subject to federal, state, and local withholding taxes.
- (D) Day Off. The term "day off" shall mean 24 hours in addition to the regular rest period required at the end of each working day.
- (E) Final Curtain. The term "final curtain" shall be defined as the last curtain down at which point the Actors are released from the stage.
- (F) Four-A's Unions. The 4-A's unions, also known as the sister unions, consist of nine branches: Actors' Equity Association (AEA), American Federation of Television and Radio Artists (AFTRA),

Screen Actors Guild (SAG), American Guild of Musical Artists (AGMA), American Guild of Variety Artists (AGVA), APATE, IAU, and HAU.

- (G) Opening. The term "opening" shall be defined as the performance of a production to which the reviewing Press is invited to view the newly titled show.
- (H) Opening Week. The term "opening week" shall mean the seven days prior to the opening as defined above.
- (I) Preview. The term "preview" shall be defined as all performances of a new production given after the rehearsal process begins and new material is being phased into the production, but before the Opening as defined above.
- (J) Producer. The term "Producer" shall mean the individual (or individuals) who signs contracts of employment or, for the rendering of services, is the individual who has signed the Security Agreement as such. The Producer is the individual whom is vested the management of the business operation and direction of the work force of his theatre. The Producer has the authority to execute all the various duties, functions, and responsibilities customarily exercised by management except as otherwise specifically designated or modified by this Special Agreement.
- (K) Set. An improvisational "set" which occurs after the performance and a short break on Tuesday, Wednesday, Thursday, Sunday, and the second performance on Saturday. Admission is not charged for the "set". The "set" shall be considered part of the performance.
- (L) Span of Day. The term "span of day" shall mean the number of consecutive hours from the first call of the day until the end of the last call of the day.
- (M) Stage Manager. The term "Stage Manager" shall refer to and include all persons who are engaged under and Equity contract and performing the customary duties of "Stage Manager" or "Assistant Stage Manager".
- (N) Temporary Replacement. The term "temporary replacement" shall be defined as an Actor not on contract for the current production who, a temporary basis, replaces an Actor in the production.
- (O) Touring. The term "touring" shall refer to the term of employment for the Second City TourCo, which regularly performs productions made up of scenes from the Second City archives on a per performance basis.
- (P) Workweek. The term "workweek" is defined as consecutive days Monday through Sunday. No other workweek shall be used for computing days off, pay period, etc.

18. DEPUTIES AND MEMBERS, NOT TO BE DISCRIMINATED AGAINST.

The Producer shall not dismiss or otherwise penalize any Actor for fulfilling the Actor's duties or obligations as a Deputy or as an Equity member.

- (A) In the event the employment of a Deputy is terminated for any reason whatsoever, the Producer agrees to furnish written reasons for such termination to both the Deputy and Equity at the time of dismissal. If Equity is satisfied upon investigation that said Deputy was dismissed or otherwise penalized for fulfilling his/her duties or obligations as Deputy, Equity shall have the right to permit arbitration of the Deputy's claim and to determine the character and amount of the claim to be submitted.
- (B) Any Actor who claims that the Producer has given him notice or otherwise penalized him/her Actor for fulfilling the Actor's duties as an Equity member may present the Actor's case to the Central Regional Board which shall give the Producer an opportunity to be heard, if the Producer desires this opportunity. If the Central Regional Board 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.

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

19. DEPUTIES AND REPRESENTATIVES.

- (A) Deputies shall be required in each Company. Deputies shall have the duty and obligation to report non-compliance with this Special Agreement.
- (B) Duly authorized representatives of Equity shall have free access to the stage and to all Actors at all times, inclusive of rehearsals and performances.
- (C) Sufficient time shall be set-aside during the beginning of the rehearsal period for an Equity Business Representative to conduct Equity business. Such time shall not be considered part of the official rehearsal hours. (See also Rule 32, NOTIFICATION OF FIRST REHEARSAL TO EQUITY.)

20. DISPUTE RESOLUTION.

- (A) Except as otherwise expressly provided in these Rules, any dispute between a Producer, and the Actor and/or Equity relating to the interpretation, application, or claimed violation of the Second City Special Agreement shall be handled in accordance with the following procedure:
 - (1) The parties shall attempt to resolve the situation informally, which may include conversations between/among the Actor and/or Equity and/or the Producer.
 - (2) If the parties are unwilling or unable to resolve the matter informally within seven days, the aggrieved party shall notify his representative of the existence of a claim and either the aggrieved party or his representative shall notify the grieving party in writing with a copy to the grieving party's representative. In no case shall this notification be sent later than 14 days from either the occurrence or the aggrieved party's knowledge of the claimed violation, whichever is later.
 - (3) Within 10 business days of the receipt of notification referred to in (2) above, either the Producer or Equity may request a formal meeting to discuss any continuing disagreement and attempt to resolve the dispute. The Producer shall meet with the Actor and Equity (no party may be absent without written notification to the other party) at a mutually agreeable date and time, but no later than 14 days from receipt of the notification unless both parties or their representatives consent in writing.
 - (4) If the matter is not resolved to the satisfaction of either party following the meeting in (3) above, either the Producer or Equity shall inform the other in writing of its desire to present the matter to the Dispute Resolution Committee (hereinafter "the Committee").
 - (a) The Dispute Resolution Committee shall be made up of three individuals selected by the Producer and three individuals selected by Equity.
 - (b) A meeting of the Committee shall be arranged within 14 days of the receipt of the request for the meeting.
 - (c) the Producer and Equity shall submit their respective positions in writing to the Committee at least seven days prior to the scheduled Committee meeting.

- (d) The Committee shall hear the claim and shall have the right to call such witnesses or obtain such evidence, as it deems necessary. The Committee may not be seated unless an equal number of Producer and Equity representatives (between three and five) are present and remain present throughout the deliberations.
 - (e) The Committee shall be empowered to resolve the dispute by a unanimous decision, with each party having a single vote. The Committee shall submit its decision in writing to both parties. Said decision shall be final and binding on all parties. The Committee shall attempt to resolve the dispute at its first meeting; however, the Committee may, by unanimous vote, decide to hold further meetings or hearings on a particular claim. The Committee shall have the authority to direct payment (including interest and costs where applicable), retroactively when necessary, in the amount and to the extent that the Committee considers it necessary to render any party whole.
 - (f) The Committee shall not have the power to amend, modify, add to, or delete any provision of this Agreement or any part thereof.
 - (g) The Parties shall establish the Rules and Procedures to be followed by the Committee for the consideration of matters brought before it under the provisions of this rule. These Rules and Procedures must be established before any matter can be referred to the Committee and shall be used throughout the term of this Agreement, except as they may be specifically modified by mutual agreement.
 - (h) If the Committee is unable to resolve the dispute by unanimous decision, then either party may within 14 days of the final Committee meeting demand arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. [See (B) below.]
- (5) Notwithstanding the foregoing dispute resolution procedure, as long as Equity or the Producer makes an attempt to resolve the dispute in accordance with the above dispute resolution procedures but is unable to resolve the dispute, then within 14 days of the final Committee meeting or noncompliance with any deadline specified in the above process, Equity or the Producer may submit the dispute to arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- (B) Arbitration and Claims. In matters of dispute which have either exhausted the dispute resolution process described in (A) above, comply with the terms of (A)(5) above, or are not subject to said process, either party may make a written demand upon the other party to submit the dispute to arbitration. The demand shall set out the matter in dispute and the relief claimed, and a copy shall be sent to the American Arbitration Association (“AAA”). The parties shall agree upon an arbitrator as soon as possible after the receipt of the demand for arbitration in accordance with the AAA guidelines. The hearing shall commence within 30 days following the submission of the demand for arbitration, if possible. Both parties may appear, call witnesses, and give evidence as permitted by the arbitrator. In his resolution of the dispute, the arbitrator may consider the laches of either side in initiating the arbitration procedure. The decision of the arbitrator shall be rendered in writing within 30 days following the conclusion of the hearing. The parties agree to be bound by and to comply with the findings, rulings, time limits, and directions set forth by the arbitrator. The decision and/or award of the arbitrator shall be final. Equity shall act on behalf of the Actor in any arbitration proceedings in accordance with Equity’s Constitution and By-Laws, and no Actor is authorized to commence any arbitration proceedings without the consent of Equity.

The expenses of the arbitration, including the compensation of the arbitrator, shall be shared equally by Equity and the Producer unless the decision or the award provided by the arbitrator includes such expenses. Both parties herein agree that all arbitrations shall take place in the city of Chicago, or at a place mutually agreeable to both parties.

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

(C) Expeditious Arbitration. In accordance with the regular arbitration preconditions listed in section (B) above, either the Producer or Equity may make a written request by registered mail, return receipt requested, for expeditious arbitration of the dispute or grievance. A copy of said request shall be sent to the American Arbitration Association by registered mail, return receipt requested. Upon receipt of the request, the notified party may request a meeting with the other party, which shall be held within 72 hours of said receipt unless the parties otherwise agree. At this meeting, the parties may discuss the possibility of resolving the dispute without the arbitration process, but the occurrence of a meeting shall not abrogate the requesting party's right to proceed with expeditious arbitration in accordance with the terms of this provision. The expeditious arbitration procedure listed below shall be followed unless the other party objects by registered mail, return receipt requested, within 12 hours after receipt of the request. It is understood, however, that both the Producer and Equity shall be permitted to use the expeditious arbitration procedure in cases where a prompt award would necessarily limit the amount of damages at issue or in other cases where a prompt determination is necessary or especially desirable. In any dispute relating to Rule 51, TERMINATION either the Producer or Equity shall have the right to invoke the following expeditious arbitration procedure over the other party's objections. The expeditious arbitration procedure follows:

- (1) The dispute or grievance shall be submitted to arbitration within 24 hours after receipt of notice by the arbitrator and the award shall be issued not later than 48 hours after the conclusion of the hearing. The parties may argue their cases orally at the conclusion of the hearing but no written briefs shall be filed.
- (2) The award of the arbitrator shall be in writing and may be issued with or without opinion. If any party desires an opinion, that party may so request, but said request shall not delay compliance with, or enforcement of, the award.
- (3) The failure of any party to attend the arbitration hearing as scheduled shall not delay said hearing, and the arbitrator is authorized to proceed to take evidence and issue an award as though such party were present.
- (4) Unless expressly modified, all other arbitration-related provisions contained in (B) above shall also apply to expeditious arbitration.

21. DISCRIMINATION.

- (A) Discrimination shall not be permitted against any Actor because of race, color, creed, age, disability, national origin, gender, or sexual orientation of such Actor.
- (B) The cast shall not be permitted to perform in any theatre or other place of performance where discrimination exists because of race, color, creed, national origin, gender, disability, age, or sexual orientation against any Actor or against any patron as to admission or seating in such theatre or other place of performance. Equity shall determine whether discrimination exists at the place of performance.

22. DUES AND INITIATION FEES.

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

23. DUTIES OF THE ACTOR.

The Producer shall not request or permit anyone signed to an Actors' Equity Association contract to perform such duties as hosting, waiting tables, and/or busing. No Actor shall perform duties other than those for which he is properly contracted under an Equity contract. The Actor agrees to:

- (A) Be prompt at rehearsals;
- (B) Appear at the theatre no later than one half-hour prior to the performance;
- (C) Pay strict regard to make-up and dress;
- (D) Perform the Actor's services as reasonably directed, to the best of the Actor's ability;
- (E) Properly care for the Actor's costume and props;
- (F) Respect the physical property of the production and the theatre;
- (G) Abide by all reasonable rules and regulations of the Producer not in conflict with Equity rules; and
- (H) Consult with the Producer prior to making any substantial changes to his physical appearance.

24. EQUAL EMPLOYMENT OPPORTUNITY.

- (A) The Producer agrees that casting will be conducted in a manner that provides full and fair consideration to Actors of color, women, seniors and performers with disabilities. All parts or roles shall be open to all Actors without prejudice and active solicitation of Actors of color, women, seniors and performers with disabilities shall be evident in all ads, notices, calls, and cast breakdowns to agents, casting directors, etc. in order to ensure participation in the casting process.
- (B) The Producer and AEA shall affirm their commitment to a policy of equal employment opportunities designed to promote a positive mode of equal employment and multi-ethnic diversity within his theatre. Consistent with the foregoing, it is the intention of the parties that the casting of plays and the hiring of Stage Managers be conducted in a manner that provides fair employment to Actors of color, women, seniors, and Actors with disabilities.
- (C) Recognizing the need to expand the participation of ethnic minorities, the Producer will conduct a flexible and imaginative casting policy known as non-traditional casting. Non-traditional casting is for the purpose of increasing employment of ethnic minorities, seniors, women and performers with disabilities in roles where race, ethnicity, age, gender, or the presence of a physical disability is not absolutely essential to the play. In addition, the parties hereto encourage the selection/creation of productions that reflect the multi-racial, multi-ethnic fabric of our society.
- (D) Furthermore, the Producer accepts the obligation to ensure the hiring of Actors and Stage Managers of color during the term of this Special Agreement and to provide Equity with all requested statistical information regarding employment and casting practices.

25. EQUITY SPECIAL PROVISIONS.

- (A) Equity may represent Actors in any dispute which may arise with the Producer, and Equity may at all times represent Actors in relation to any matter arising under any employment agreement, and when any act or request or consent of any such Actor is provided for in such agreement, the request, consent, or approval of Equity shall, for all purposes, be deemed the consent, request, approval, or act of the Actors.

- (B) Meetings: Privilege of Actors to Attend. The Producer shall not require the services of the Actor for rehearsals (except in cases of dress rehearsals or rehearsals on opening day) at any time when a regularly called meeting of Equity is being held. Time off for this purpose shall not be counted as part of that day's rehearsal.
- (C) Special Power to Act for the Actor.
- (1) Whenever it is provided in any employment contract that any act or thing may be done by an Actor at the option of, with the consent of, or at the request of Equity, or 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 Actors position or make the Actors request or demand, as the case may be, with all of the power and authority of the Actor, without liability to itself (Equity).
- (2) In all cases where, by virtue of any employment contract, the consent or approval of Equity is required, the Association has and reserves full discretionary power in giving its consent to change, modify, or limit rights of any Actor under that Actor's contract, said action to be taken on behalf of the Association in writing by either the President, or the Executive Director, or one of the executives Actor especially authorized by either of said officers to act.
- (D) Oral and Written Interpretations. Oral or telephone rulings made by Equity are not binding upon the Association or, except with its consent, upon the Actors. Written rulings or interpretations of the employment contract or this Special Agreement must be either approved or given by the President or Executive Director or one of the executives Actor specifically authorized by said officer to act, and shall be binding upon the Association only when said persons act within the powers delegated to them by the Council.
- (E) Equity 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 decisions shall be binding upon Equity and the Actors.
- (F) Determination of Classification. Equity has the sole right to determine whether an individual is correctly classified as an Actor, Stage Manager, or Assistant Stage Manager, and the Producer agrees that Equity's determination shall be final.

26. HOUSING, TRANSPORTATION, PER DIEM, BAGGAGE AND RELOCATION

- (A) If Second City offers an Actor , that is or has been under a Second City agreement, a contract that is three months or longer in duration, for a location away from the Actor's current residence and the Actor agrees to relocate in order to accept the contract then the following terms must be met:
- (1) Transportation: The Producer, at his/her own expense, shall transport the Actor by a direct and expedient mode 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 transportation to the new location at the beginning of employment and returned to the same location at the termination of employment with the theatre whenever that occurs.
- (2) Relocation Fee: The Producer will provide the Actor with the choice of no less than two weeks of housing at no cost to the Actor or a one-time relocation fee of not less than \$850.00. This decision will be made at the time of signing the contract. If the relocation fee is selected, payment will be due prior to the Actor leaving for the new location. If the Actor terminates the contract for any reason within two weeks of the start date or within three months after the start date of the contract, the relocation fee must be repaid.

- (B) If Second City offers an Actor a contract of less than three months in duration at a Second City location that is outside of the Actor's tax home, the following conditions must be met:
- (1) Transportation. The Producer, at his/her own expense, shall transport the Actor by a direct and expedient mode 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 transportation to the new location at the beginning of employment and returned to the same location at the termination of employment with the theatre whenever that occurs.
 - (2) Per Diem. Per Diem shall be no less than \$35 per day and shall be open to individual negotiation between the Actor and the Producer. Per Diem payments must be stated in a rider to the Actor's contract and any amount in excess of \$35 per day shall be subject to Pension contributions and 2% Dues deductions.
 - (3) Baggage. The Producer shall be responsible for transporting the Actor's baggage, up to a maximum of 300 pounds, from the Actor's official residence to the Actor's lodging in the vicinity of the theatre and returning it to the Actor's official residence after the close of the engagement.
 - (4) Housing. Housing for out-of-town Actors (as defined above) shall be provided at no cost to the Actor. The securing of housing and transportation shall not be the responsibility of the Stage Managerial staff. The Actor's housing provisions must be stated in a rider to the Actor's contract, and the following minimum conditions must be met:
 - (a) Clean and Sanitary. All housing provided by the Producer shall be clean and sanitary upon occupation by the Actor and shall include bedding, bed linens, and towels. Where a kitchen is included, cooking and eating utensils shall be furnished. The Actor shall not be required to share a bedroom or bathroom. The Producer shall make his/her best efforts to provide safe and secure housing. Equity retains the right to inspect the Actor's living quarters.
 - (b) Telephone Accessibility. There shall be an existing phone line available at no cost to the Actor in the Actor's living accommodations. Upon the Actor's request, the Producer will assist the Actor in obtaining a telephone in his/her living accommodations; this phone shall be installed and maintained at the Actor's expense.
 - (c) Local Transportation. In all cases when there is no available public transportation and no available suitable public dining and/or suitable living accommodations within one-half mile by normal transportation route to the theatre, the Producer shall, at his/her own expense, furnish round-trip transportation to the Actor for all performances, rehearsals, and/or meals as the case may require. Public transportation shall not mean public conveyances for private hire such as taxis.
 - (d) Said transportation shall be in a fully insured vehicle, operated by a fully licensed driver, and each Actor shall be provided with a seat in said vehicle. This transportation shall be furnished in such a manner that the Actor will arrive at the theatre one half-hour prior to the beginning of each performance and promptly for each rehearsal. Transportation shall be available to return the Actor to his/her living quarters no later than one half-hour after each performance and promptly after each rehearsal.
 - (e) It is agreed that where public transportation is available, the Actor should be able to return to his/her lodgings no later than one hour after s/he leaves the theatre.
 - (f) When suitable accommodations are available within two miles by normal transportation route, but the Actor elects to be housed beyond that area, the Producer shall not be obligated to furnish such transportation. In determining the suitability of any

accommodation, due consideration shall be given to whether the cost is commensurate with the Actor's salary.

- (5) Relatives and Pets. The Producer shall not be responsible for the room and board of relatives or pets. However, upon request, the Producer shall provide the following information to the Actor who plans to bring his/her child to the place of engagement: day care, babysitting services, pediatricians, and suitable housing. The Producer shall be held harmless regarding the use of said information.

27. INSURANCE AND BENEFITS.

- (A) Social Security and Unemployment Compensation Insurance. It is understood and agreed that the Actor is entitled to the benefit of all federal and state enactments constituting what is commonly known and designated as Social Security acts or laws including old-age and unemployment insurance; and that the Producer, during the term of the Actor's contract, shall pay any and all taxes or payments required to be paid by employers under the provisions of said law. The Producer agrees to provide social security benefits under the elective provisions of the Social Security law, if the Producer is not required to provide benefits under the law. The Producer agrees to provide unemployment compensation insurance coverage for all Actors in the Producer's employ.
- (B) Worker's Compensation and Supplemental Worker's Compensation Plan.
 - (1) Worker's Compensation. The Producer must obtain and maintain Worker's Compensation insurance coverage for all Actors under the Producer's employ in accordance with the requirements of the law.
 - (2) Supplemental Worker's Compensation Plan. The Producer agrees to provide Supplemental Worker's Compensation disability benefits 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 Worker's Compensation is payable in addition to Worker's Compensation for an injury received in the course of employment. A schedule of benefits may be obtained at the Equity office.
- (C) Illness, Sick and Bereavement Leave.
 - (1) Salary Payment. Except as provided below, if the Actor cannot perform due to illness, injury [except for an injury or illness covered by Worker's Compensation or in (B) above], or any other valid reason, then the Actor shall not be entitled to any salary for the time during which said services shall not for any such reason or reasons be rendered. Should the foregoing condition (except for an illness or injury covered by Worker's Compensation) continue for a period of 14 calendar days or more, either party may terminate said contract and the Producer shall pay for all services to date.
 - (2) Sick and Bereavement Leave. [See Rule 40(G). Absence from Rehearsals]
 - (a) Mainstage and E.T.C. The Actor shall accrue paid sick and bereavement leave at the rate of one day for every four weeks of employment. There shall be no limit as to the amount of leave an Actor may accumulate. In the event an Actor has accumulated such leave, he shall be paid for each absence up to the amount of his accumulated time for illness and up to three days for each bereavement leave. In the case of bereavement leave, additional days may be granted by the Producer for which the Actor will not be paid. Sick and bereavement leave shall not be added to or be consecutive with the Actor's vacation without the written consent of the Producer. In both instances, the Producer may require reasonable proof of illness or need for bereavement leave. The Actor shall be entitled to collect money for unused sick leave at the termination of the

Actor's contract, but in no case may he receive payment for more than two week's accrual. [See (C)(1) above.]

(D) Disability Leave. Any Actor who becomes disabled during the course of his employment in the production shall be eligible for disability leave in accordance with the following provisions:

- (1) An Actor who is unable to work may request an unpaid leave of absence for a period of up to 12 months.
- (2) An acceptable medical certificate, indicating the time, must support such request for leave.
- (3) Actors are eligible to request only one such leave for any single medical condition within an anniversary period.
- (4) Actors on approved leave must notify the Producer at least one month prior to the expiration of the leave of their intention to return to work as scheduled or to resign.
- (5) When a disability leave is requested, Equity will advise the Actor about sick leave benefits, health benefits, medical coverage, and, if applicable, the procedures for direct payment.
- (6) Prior to an Actor's return from a leave, the Actor will be required to establish that he is able to meet the artistic and physical requirements of the production. In addition, at the Producer's option, the Actor may be required to submit to an appropriate examination by the Producer's medical representative at the Producer's expense. The Actor, at the Actor's option, may seek a second opinion at the Actor's own expense.
- (7) The Actor's salary upon his return to the production will be the same as when the leave began, but shall not be subject to Rule 45(D), Supplementary Compensation.
- (8) Temporary replacement Actors may be hired under "Replacement Contracts" for periods up to the full term of the leave. The replacement Actor may be employed for the designated term. Under no circumstances will the Producer be required to employ both Actors simultaneously. Such replacements will not be eligible for disability leave under the terms of this provision. (See Rule 52, UNDERSTUDIES AND REPLACEMENT OF ACTOR.)
- (9) During the term of disability, the Actor shall not be entitled to any salary for the time during which services are not rendered.
- (10) Should the production for which the Actor was employed close during the term of the Actor's disability leave, the Producer is not obligated to place the Actor in the new production. The Actor's contract can be terminated by the Producer at the end of the leave.

(E) Leaves Of Absence. When an Actor is granted a leave of absence for other than a disability as specified in (D) above, the following shall apply:

- (1) The Actor may receive up to two months of unpaid leave;
- (2) The Producer shall continue to make weekly health insurance payments for leaves of absence up to and including four weeks;
- (3) The Producer shall continue to include the Actor on the Equity Weekly Report Form listing the Actor as "LOA"; and
- (4) Upon expiration of the leave of absence:
 - (a) The Actor may return to work without loss of seniority; or

- (b) The Producer and Actor may agree to extend the leave of absence; or
- (c) The Producer and Actor may agree to terminate the contract. In this case, the Actor shall receive all benefits properly due the Actor.

(F) Health Insurance.

- (1) Mainstage and E.T.C. The Producer agrees to pay to the Equity-League Health Trust Fund the rates listed below for each employee covered by this Agreement for every week or part thereof that he is under contract to Second City. [See (B)(2) above.] Payments shall commence with the Actor's first day of employment, including rehearsals and no pro-ration of a partial week shall be allowed. This coverage is subject to change by action of the Trustees of the Equity-League Health Trust Fund.

Effective April 3, 2002 through March 30, 2003.....\$ 99.50*
 Effective March 31, 2003 through March 28, 2004.....\$108.00*
 Effective March 29, 2004 through April 3, 2005..... TBD*, see Rule 52(C), Salary Increases.

* Plus Supplemental Worker's Compensation, currently \$1.25. (*Effective 10-28-02 = \$1.50/week.*)

(G) Pension.

The Producer agrees to participate in the Equity-League Pension Trust Fund and to make weekly contributions to it in an amount equal to 8% of all gross payments made to the Actor for every week or part thereof that he is under contract to Second City. This shall not include the minimum required costume rental payments to the Actor or Supplementary Compensation per Rule 45(D).

28. LAWS GOVERNING.

- (A) All contracts of employment shall be subject to be construed by, and all the rights of the parties thereto shall be determined by the laws of the applicable state except as otherwise may be provided.
- (B) If there are any valid provisions of law applicable to a contract of employment, which are in conflict herewith, the provisions of the contract which conflict therewith shall be deemed modified in conformity with the provisions of such applicable laws.
- (C) If any provision of this Special 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.
 Rule 21, DISCRIMINATION, shall be deemed binding and shall remain in full force and effect, notwithstanding any state, local, or municipal ordinance to the contrary.

29. MILITARY SERVICE OF THE ACTOR.

If the Actor is called to report for military service, the Actor may cancel his contract by giving the Producer as much notice as the circumstances will permit.

30. MORE REMUNERATIVE EMPLOYMENT.

More remunerative employment ("MRE") may be exercised only when it involves employment under a union contract in the entertainment industry. It may not be used to seek employment under any circumstances. [See (E) below.] The Producer shall not be required to pay the Actor for time s/he misses due to employment that is more remunerative.

- (A) 13-Day Blackout Period. In each production, no Actor shall be able to exercise the provisions of more remunerative employment during the 13 consecutive calendar days stipulated by the Producer on the face of the Actor's contract. Said 13 consecutive calendar days shall include at least a portion of the designated tech week or the workweek containing the first paid public performance.
- (B) No More Than Two Days' Employment. If an Actor engaged under a Second City contract is offered more remunerative employment of no more than two days under a 4-A's contract, they shall give at least 48 hours' written notice to the Producer, and the Producer shall agree to release the Actor from rehearsal and/or performance unless a sufficient reason exists for denial. Such reason shall be given in writing to both the Actor and Equity within 24 hours of the Actor's request. If proper notice is not given within the above-specified time, the Producer is not required to release the Actor.
- (C) Up to One Week of Employment. If an Actor engaged under a Second City contract is offered more remunerative employment of at least three days but not more than seven days under a 4-A's contract, they shall give at least 72 hours' written notice to the Producer, and the Producer shall agree to release the Actor from performance unless a sufficient reason exists for denial. Such reason shall be given in writing to both the Actor and Equity within 24 hours of the Actor's request. If said 4-A's employment should extend beyond seven days, the Producer may terminate the Actor's contract of employment upon written notice to the Actor and Equity with no further financial obligation by the Producer to the Actor. If proper notice is not given within the above-specified time or the Actor is in the rehearsal process, the Producer is not required to release the Actor.
- (D) Long-Term Employment (8 to 14 Days). If an Actor engaged under a Second City contract is offered more remunerative employment of more than seven days but less than 15 days under a 4-A's contract, they shall give at least seven days' written notice to the Producer, and the Producer shall agree to release the Actor from performance unless a sufficient reason exists for denial. Such reason shall be given in writing to both the Actor and Equity within 24 hours of the Actor's request. If said 4-A's employment should extend beyond 14 days, the Producer may terminate the Actor's contract of employment upon written notice to the Actor and Equity with no further financial obligation by the Producer to the Actor. If proper notice is not given within the above-specified time or the Actor is in the rehearsal process, the Producer is not required to release the Actor.
- (E) Day Shoot. An Actor accepting a "day shoot" not requiring more remunerative employment must secure a release from that "day shoot" to assure his/her presence at the theatre no later than one half-hour prior to curtain time. Failure to secure such a release and the subsequent lateness of the Actor may subject to the provisions of (F) below.
- (F) Violation. Should an Actor improperly absent themselves from rehearsals or performances, violate any of the provisions of this rule they may be subject to:
- (1) Immediate dismissal by the Producer without further financial obligation by the Producer to the Actor;
 - (2) The expeditious arbitration provisions of this Agreement;
 - (3) Disciplinary proceedings in accordance with the Constitution and By-laws of Actors' Equity Association.

(G) Buy-Out Option.

- (1) During the Term of the Contract. The Actor may agree in a written rider to their contract not to apply the provisions of more remunerative employment during the term of the contract provided that the Producer pays the Actor no less than \$50.00 per week in addition to their contractual salary plus any other required compensation (e.g., additional duties payments, clothing rental, Understudy payments, etc.).
- (2) Extended Blackout Period. The Actor may agree to extend the 13-day blackout period stipulated on the face of their contract by an additional six consecutive days. The dates of the extended blackout period shall be stipulated in a written rider to the Actor's contract, and the Producer shall pay the Actor no less than \$100.00 for this extended blackout period in addition their contractual salary plus any other required compensation (e.g., additional duties payments, clothing rental, Understudy payments, etc.).

31. NO LOCKOUTS OR STRIKES.

- (A) There shall be no strike, boycott, interruption of work, stoppage, temporary walkout, or lockout for any reason during the term of this Special Agreement except that, if either party shall fail to abide by the decision of the arbitrator under Rule 20, DISPUTE RESOLUTION of this Special 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 Special 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 Producer and the Company Deputy, within 24 hours' notice from the Producer of such action, that it has not authorized the stoppage, strike, slowdown, or suspension of work; and
 - (2) Equity further cooperates with the Producer in getting the employees to return to and remain at work.
- (C) It is recognized that the Producer 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 this Special 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 (such as 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 Producer.
- (E) It is agreed that Equity cannot guarantee that its members will pass through a picket line if any union(s) or organized groups of employees are on strike or are locked out. This Special Agreement shall not be considered breached by Equity because of the failure or refusal of 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 or work if the employees can perform their work without molestation or interference.

32. NOTIFICATION OF FIRST REHEARSAL TO EQUITY.

The Producer and/or his representative must notify Equity of the time and place of the first day of rehearsal for each new production at least one week prior to the first rehearsal or, in lieu thereof, the Producer and/or Stage Manager must notify Equity of the date of the first public performance of a new

production at least two weeks prior to that first public performance. Equity reserves the right to hold an Equity meeting of no longer than one hour prior to the opening of each new production, to be scheduled by mutual convenience. Best efforts shall be made by the Producer and Equity to schedule the Equity meeting during the first three days of the first week of rehearsal.

33. NUMBER OF EQUITY CONTRACTS.

Except as provided in Rule 52 UNDERSTUDIES, all Actors and Stage Managers shall be signed to an Equity contract.

34. OWNERSHIP OF MATERIAL.

The Actor agrees that all material developed during rehearsals or performances under this Special Agreement shall become the property of the Second City Theatre. Should this material ever be sold or leased for use by an outside entity, the Actors on contract at the time of the development of the material shall receive 50% of the proceeds from such sale or lease to be divided equally between themselves.

35. PERFORMANCES, NUMBER OF.

(A) Number of Performances: Mainstage. Up to eight performances shall be permitted in any one week of 6 out of 7 consecutive days. A week's compensation shall be paid even if fewer than eight performances are given in any week. There shall be no more than two performances in any one day except as may be authorized by Equity. If two performances are given, the time from the beginning of the first call for the first performance until the end of the final curtain of the second performance or the conclusion of the improve set, if applicable, on any one day shall not exceed seven hours.

(1) Extra performances, not on the Actor's day off, shall be permitted only with the consent of Equity. Requests for additional performances must be submitted in writing at least 72 hours prior to the contemplated performance and must contain such information, as Equity requires. If permitted, each Actor shall be paid an additional $3/16^{\text{th}}$ of contractual salary for the ninth performance in a week; thereafter, $2/8^{\text{th}}$ of contractual salary shall be paid for each additional performance over nine. Said performance may be cancelled with a 48-hour notice, with no financial obligation to the Actor.

(2) An extra performance on the Actor's day off shall be permitted only with the consent of Equity and under such terms and conditions as Equity may prescribe. If Equity agrees, provided the Actor agrees, the Actor shall be paid no less than $2/6^{\text{th}}$ of his weekly contractual salary for each performance given.

(B) Number of Performances: E.T.C. Up to six performances shall be permitted in any one week of 6 out of 7 consecutive days. A week's compensation shall be paid even if fewer than six performances are given in any week. There shall be no more than two performances in any one day except as may be authorized by Equity. If two performances are given, the time from the beginning of the first call until the end of the final curtain on any one day shall not exceed seven hours.

(1) Extra performances, not on the Actor's day off, shall be permitted only with the consent of Equity. Requests for additional performances must be submitted in writing at least 48 hours prior to the contemplated performance and must contain such information, as Equity requires. If additional performances are permitted by Equity, each Actor shall be paid an additional \$60.00 for the seventh performance in a week and an additional \$85.00 for the eighth performance in a week. Thereafter, the formula stipulated for Mainstage [see (A)(1) above] shall apply. Said added performance(s) may be cancelled with no less than a 48-hour notice, with no financial obligation to the Actor.

- (2) An extra performance on the Actor's Day Off shall be permitted only with the consent of Equity and under such terms and conditions as Equity may prescribe. If Equity agrees, provided the Actor agrees, the Actor shall be paid no less than 2/6^{ths} of his/her weekly contractual salary for each performance given on the Day Off.

36. PHOTOGRAPHS AND PUBLICITY.

- (A) Photo Calls. Company photo calls (except those during authorized rehearsal hours or dress rehearsals for replacements) for each show shall be limited to:

- (1) A maximum of two during the rehearsal period;
- (2) A maximum of three during any 12-month period.

- (B) Publicity.

- (1) Subject to the limitations of (A) above, the Producer may require the Actor to pose not only for customary and usual photographs, but also for photographs to appear in magazines or newspapers for the sole purpose of publicizing or advertising the show, provided said photographing takes place immediately following a performance or during authorized rehearsal hours or dress rehearsals required for replacements.

- (2) Notice of a picture call to the Actors must be at least 24 hours.

- (3) The time during which said photographs may be taken shall not exceed two hours.

- (4) If the photographs are taken at a time other than herein above specified, or if the limit of hours herein specified is exceeded, or if the limitation of (A) above is exceeded, the Actor(s) shall be paid not less than 1/8th of contractual salary for each day or part thereof for such photographing.

- (5) In all cases under the control of the Producer, in photographs of three or fewer Actors, each Actor's name shall be properly credited in the publicity whenever and wherever the photographs are used. If the Actor does not receive proper credit, Equity or the Actor shall notify the Producer by certified letter, return receipt requested, of the improper credit. If such error is not corrected within one week of receipt of said notice to the Producer; the Producer must pay the Actor 1/8th of his contractual salary for each day the error remains uncorrected.

- (C) Personal and Publicity Appearances. The Producer shall reimburse the Actor for all reasonable personal expenses incurred in connection with personal and publicity appearances initiated by the Producer. All interviews and personal appearances shall be at the Actor's convenience, with the Actor's agreement, and not to exceed three consecutive hours. The Actor shall be paid transportation to and from any interview or personal appearance.

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

If the Actor consents to the use of the Actor's picture, as aforesaid, the Actor shall be paid not less than \$100.00 for said use. Actors called to a picture call for the purpose described above, whether said call is at the theatre or elsewhere, shall be paid \$100.00 per hour for said call, but shall be paid no additional sums for the use of pictures taken during said call.

37. PRODUCTION PROSECUTED.

Should the production in which the Actor is engaged be complained of as being in violation of any statute, ordinance, or law of the United States, or any state or any municipality in any state, and should a claim or charge be made against the Actor on account of being engaged in such production, either civil or criminal, the Producer shall defend the Actor at the Producer's own expense, or shall pay any and all reasonable charges laid out or incurred by the Actor in the Producer's defense, and indemnify the Actor against any loss or damage which the Actor may suffer on account of being engaged in any such production.

It is specifically agreed and understood between the Actor and the Producer that the language, business, and costuming of the play are under the control and direction of the Producer and author who, according to custom, can at any time erase or amend the scenes and lines, and that consequently the Actor has no certain method of knowing during rehearsals, whether in its final presentation the play is susceptible of being considered immoral or indecent. Therefore, the Producer represents to the Actor that the play as produced shall not violate any law or give offense which is punishable by any law, and expressly agrees that should the Producer or the author be arrested or summoned on such charges, that (Equity consenting) the Actor may end and terminate the engagement forthwith. Upon such termination, the Producer shall pay to the Actor forthwith all sums due under this Special Agreement plus one week's salary, as compensation for the termination of the engagement without notice, but in no event shall the Actor receive less than a total of two weeks' 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 Producer shall forthwith furnish bail for the Actor and, in the event of the Producer's failure to do so or for any breach of this rule, the Producer shall pay to the Actor (Equity consenting) the sum of \$1,000.00. 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 Special Agreement unless Equity shall otherwise order.

38. PROPERTY: REIMBURSEMENT TO ACTOR FOR LOSS OR DAMAGE.

(A) The Producer shall reimburse the Actor for all loss and/or damage to the Actor's property used and/or to be used in connection with the play or plays covered by this Special Agreement, the personal clothing worn by the Actor to the theatre, and the personal effects of the Actor, including the Actor's baggage, while such property is wholly or partly in the possession or control or under the supervision of the Producer, or under that of any of the Producer's representatives, or while said property is in any theatre, building, or other place in which the play or plays covered by this Special Agreement has been or is being given or is to be given; or when said property or personal effects has been in any way shipped, forwarded, or stored by the Producer or any of the Producer's representatives, agents, servants, or employees, up to a limit of \$2,000 for the Actor's personal effects and/or clothing; up to a limit of \$750 on the Actor's furs; up to a total limit of \$500 for the Actor's jewelry.

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

- (C) The Producer shall be liable as herein above provided whether or not the act, fault, or negligence of the Producer, the Producer's agents, servants, or representatives, caused or contributed to such loss or damage. The Producer, 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.
- (D) Except as above provided, the Producer shall not be responsible for any loss of or damage to the personal property of the Actor over and above the limitations herein set forth and where, as to such property, it is the duty of the Actor, if the Actor desires to protect himself against loss, to insure the same. The Producer may meet the foregoing obligation by maintaining adequate and sufficient coverage, which shall provide the same protection as the coverage that the Producer hereby assumes. Upon direct payment of any loss or damage to the Actor by the Producer, the Producer or the insurer shall be subrogated to all rights of the Actor to the extent of such payment.

39. RECORDINGS USED IN PRODUCTION.

- (A) The Actor shall not be permitted to work in any Company where recordings or mechanical or electronic reproductions of voice (e.g., "sweetening") are used to supply dialogue, singing, and chanting unless the Producer shall first have obtained the written consent and permission of Equity, and shall comply with all such terms and conditions as Equity may prescribe.
- (B) Provided he agrees in his contract, an Actor may record, film, or tape a portion of the role that he performs on stage for use in the production. The recording, film, or tape may be used only during the period in which the Actor is employed, except where the Actor voluntarily terminates his employment and where said Actor's voice is not identifiable. Said recording, film, or tape must be made during regular rehearsal hours.
- (C) If the Producer wishes to use an Actor not in the Company of the production for which the recording is being made, he may do so by paying the Actor no less than two weeks' minimum salary for each 26 weeks of use of this recording.
- (D) An Actor, Stage Manager, or Assistant Stage Manager called upon to supply recorded dialogue or sweetening, and not contracted to do so, shall be paid no less than an additional 1/6th of contractual salary.

40. REHEARSAL HOURS AND BREAKS.

- (A) Rehearsal of All Production(s).
These rules apply to both an Actor who is in rehearsal only and an Actor who is both rehearsing and performing.
- (1) Limitation on Scheduling. Rehearsals of a production may not be scheduled before 10 weeks following the Press Opening of the current production.
- (2) Contracts.
- (a) Before Rehearsals. An Actor will be signed to a new contract for a new production prior to the first rehearsal.
- (b) Before Press Opening. The opening date and identity of the new production shall be stated in a rider to the Actor's existing contract at least two weeks prior to the date set for press opening, a copy of which shall be filed with Equity.

- (3) Breaks. There shall be a recess of 1½ hours after a period of not more than five consecutive hours of rehearsal. In addition, there shall be a break of five minutes in each hour of rehearsal. If a five-minute break is not given by the end of the hour, a 10-minute break must be provided at the end of 80 minutes of rehearsal.
- (1) Rehearsals After a Performance. Rehearsals shall not be scheduled after an evening performance.
- (4) Note Sessions. Notes may be given after a performance for a period not to exceed one hour after curtain. Such time shall be computed as part of the weekly rehearsal hours.
- (5) Mainstage Hours.

(a) Except as extended in (b) below, during any week in which the Actor is rehearsing a new production while performing in the current production, the following weekly and daily limits apply:

Weekly Hours (Rehearsal and Performance):42 hours per week per Actor

Daily Rehearsal Hours:

Non-Performance Days7 out of 8 consecutive hours per day
 One-Performance Days5 hours of rehearsal per day
 Two-Performance Days2 hours of rehearsal permitted on two-performance days

Days Off: 1 day off

Not more than two hours or less than one hour may elapse between the end of the Actor's first call and the beginning of the Actor's second call of the day, unless the cast changes the schedule by a unanimous vote.

The cast may elect, by a unanimous vote, to increase the rehearsal hours permitted from two hours to five hours on one two-performance day per week.

(b) During the week containing the press opening of the new production revue and the week prior to that, the following weekly and daily limits apply:

Weekly Hours (Rehearsal and Performance):58 hours per week per Actor

Daily Rehearsal Hours:

Non-Performance Days..... up to three days of 10 out of 11 consecutive hours per day, 7 out of 8 on all others
 One-Performance Days.....5 hours of rehearsal per day
 Two-Performance Days.....2 hours of rehearsal permitted on one two-performance day, no rehearsal on all others

Days Off:..... 1 day off

Not more than two hours or less than one hour may elapse between the end of the Actor's first call and the beginning of the Actor's second call of the day, unless the cast changes the schedule by a unanimous secret ballot vote.

The cast may elect, by a unanimous secret ballot vote, to increase the rehearsal hours permitted from two hours to five hours on one two-performance day per week.

(5) E.T.C. Hours.

- (a) Except as extended in (b) below, during any week in which the Actor is rehearsing a new production while performing in the current production, the following weekly and daily limits apply:

Weekly Hours (Rehearsal and Performance):38 hours per week per Actor

Daily Rehearsal Hours:

Non-Performance Days.....7 out of 8 consecutive hours per day

One-Performance Days.....5 hours of rehearsal per day

Two-Performance Days.....2 hours of rehearsal permitted on two-performance day

Days Off:.....1 day off

Not more than two hours or less than one hour may elapse between the end of the Actor's first call and the beginning of the Actor's second call of the day, unless the cast changes the schedule by a unanimous secret ballot vote.

The cast may elect, by a unanimous secret ballot vote, to increase the rehearsal hours permitted from two hours to five hours on one two-performance day per week.

- (b) During the week containing the press opening of the new revue and the week prior to that, the following weekly and daily limits apply:

Weekly Hours (Rehearsal and Performance):54 hours per week per Actor

Daily Rehearsal Hours:

Non-Performance Days.....up to three days of 10 out of 11½ consecutive hours per day, 7 out of 8½ on all others

One-Performance Days.....5 hours of rehearsal per day

Two-Performance Days.....2 hours of rehearsal permitted on one two-performance day, no rehearsal on all others

Days Off:.....1 day off

Not more than two hours or less than one hour may elapse between the end of the Actor's first call and the beginning of the Actor's second call of the day, unless the cast changes the schedule by a unanimous secret ballot vote.

The cast may elect, by a unanimous secret ballot vote, to increase the rehearsal hours permitted from two hours to five hours on one two-performance day per week.

- (B) Rehearsal of Current Production After Press Opening. Rehearsals of the current production after Press Opening shall be limited to eight hours per week and shall take place on no more than three days in any workweek. No more than five hours of rehearsal may be held on a one-performance day. On one two-performance day, no more than two hours of rehearsal may be held. No rehearsal may be held on any other two-performance day(s) without the permission of Equity. Brush-up or topical rehearsals may only be scheduled with 24 hours' written notice to the Actors. Rehearsals called for the purpose of replacing musicians shall be paid for at the overtime rate.
- (C) Rehearsal and Performance Schedule: The Cast, Stage Manager, Director, and Producer shall create the rehearsal schedule for each production. There shall be no less than a 24-hour notice of any change in the rehearsal schedule. Such notice shall be:

- (1) At least orally given to the Stage Manager who shall then contact each Actor; or
- (2) Posted so that any Actor who calls the theatre may be made aware of such changes.
- (D) Workshops and Classes. It is agreed that attendance at workshops and/or classes shall be voluntary and not a condition of employment and a notice to that effect shall be posted on the callboard and in all rehearsal and dressing rooms.
- (E) Rehearsals Lost. If the Producer is prevented from holding rehearsals because of fire, accident, riot, strikes, illness or death of star or prominent Actor in the Company, Act of God, or act of public enemy, which could not reasonably be anticipated or prevented, then the time so lost shall not be counted as part of the rehearsal period herein provided.

Up to the time of suspension of rehearsals, payment of salary shall be made as provided herein, and when the said layoff on the above account shall have continued for two weeks, the Producer shall pay half contractual salary for two further weeks, at the end of which time the Actor may terminate his contract without payment or penalty unless the Producer continued the services of the Actor by paying the Actor full salary therefor.

- (F) Absence From. When an Actor is in rehearsals only (i.e., not concurrently performing at Second City) and has absented himself from rehearsal for seven days by reason of illness, the Producer may terminate the Actor's contract at the end of said seven days. Equity may, in its discretion and upon appeal by the Producer, reduce this time period. [See Rule 27(C)(2), Sick and Bereavement Leave.]

41. REPORTS.

The Producer must furnish Equity, on a form supplied by or approved by Equity for that purpose, with a weekly report listing all Actors (whether on an Equity contract or not) employed by Second City by the Friday following the last performance of the week. Failure to file such reports shall constitute a breach of Equity rules, entitling Equity, among other things and without any limitation, to refuse to release the balance of the security deposited with Equity until the above requirements are met.

The Producer, provided he does not file Pension and Health reports for two weeks, shall pay to the Actors' Equity Foundation, Inc. the sum of \$25.00 for each subsequent week of failure to file. The Deputy shall not be required to sign or authenticate the "Weekly Report to Equity" form filed by the Producer.

42. REST PERIODS AND DAYS OFF.

See also Rule 26(D), Rest Period After Arrival.

- (A) During Rehearsals. See Rule 42(A)(3), Breaks.
- (B) Between Performances. Should there be less than 1½ hours from the end of the first performance to the beginning of the next, the Producer, at his option, shall provide the Actor with a hot meal, the cost of which shall be at least \$8.00, or shall pay the Actor \$8.00 in lieu of the hot meal.
- (C) Overnight. There shall be a 12-hour rest period between the end of employment on one day and the beginning of employment on the next day, except on the final day before the first paid public performance when the rest period may be shortened to 10 hours.
- (D) Day(s) Off and Daylight Day of Rest.

- (1) In each week of employment, there shall be one day off completely free of any rehearsal and/or performance. A day off shall be 24 hours in addition to the regular rest period required at the end of each working day.
- (2) Daylight Day of Rest. After opening, in addition to the regular day(s) off required above, there shall be a daylight day of rest in each week. A daylight day of rest means the period from the conclusion of work on one day until 7:00 p.m. the following day. The Actors in each Company shall vote by secret ballot as to whether the daylight day of rest shall be on Friday or Sunday for their Company.
- (3) Period Between Days Off. No more than nine consecutive days may elapse between days off except by written permission of Equity. This provision shall not abrogate the Producer's responsibility to provide the appropriate number of days off in each workweek.

43. RIGHTS IN FUTURE PRODUCTIONS AND MOTION PICTURE RIGHTS.

- (A) Rights In Future Productions. Should the Producer or any management group or enterprise, corporate or otherwise, which the Producer controls or directs utilize 75% of the content of a production produced under this Special Agreement in a production within three years of the close of the production, being produced under the provisions specified above, and the Producer has a financial interest in the play, direct or indirect, of more than 3% of the weekly gross income as a Producer royalty, then the Producer shall offer any Actor and Stage Manager who was engaged for said production under this Agreement and who performed and/or functioned as Actor or Stage Manager in the first paid public performance and who performed the role and/or functioned as Actor or Stage Manager for at least 30 performances or the length of run thereof, an opportunity to continue in the same role or function in which he was originally engaged for that production for no less than the minimum guarantee of the higher contract to which he is signed. The Producer agrees to pay any Actor or Stage Manager not so offered the identical role or function a sum not less than three weeks' salary at the prevailing minimums of the subsequent contract. This provision shall not include any Actor or Stage Manager terminated for just cause. [See Rule 51(B), Just Cause.]

This rule shall apply to the Mainstage and E.T.C. Companies' productions and does not apply to the TourCo productions (i.e. "The Best of Second City").

- (B) Motion Picture Rights. If the Producer owns or participates in the motion picture rights of a Second City production, he agrees to sign the Equity Motion Picture Rights Agreement prior to the signing of any individual employment contracts. He further agrees that this Motion Picture Rights Agreement is offered as a material inducement to the Actor, and is of the essence of his employment contract. In the event the motion picture rights are subsequently sold, the Producer or other signatory to the Motion Picture Rights Agreement agrees that the first monies received from said sale shall be used exclusively to reimburse all Actors engaged by Second City on an Equity contract who originally appeared, stage managed, or understudied at the first paid public performance, in the amount of five weeks' contractual salary under the Second City Theatre contract or five weeks of the Production Contract minimum salary at the time the Actor was performing, whichever is greater. The obligation herein is for the benefit of Equity and shall survive the termination of this Special Agreement. (Replacements do not participate in the event that the motion picture rights are sold.)

44. SAFE AND SANITARY CONDITIONS OF EMPLOYMENT.

The Producer agrees to provide the Actor with safe and sanitary conditions of employment. No Actor shall be employed in any theatre, which fails to maintain proper sanitary facilities as herein set forth.

- (A) Minimum sanitary facilities shall be:

- (1) At least one dressing room with a separate dressing area for women and a separate dressing area for men
- (2) One toilet;
- (3) Wash basins with hot and cold running water;
- (4) Adequate dressing table space with mirrors for the Actors;
- (5) A locker for each Actor.

These facilities must be separate from audience facilities and easily accessible to the Company at all times.

(B) Dressing Rooms.

- (1) All dressing rooms must be properly heated in cold weather and shall be properly air conditioned in warm weather and shall have adequate lights, mirrors, shelves, and wardrobe hooks for Actors' make-up and dressing equipment, and clothing racks or their equivalent with hangers for the Actors' personal clothes. Floors shall be washed or vacuumed at least once each week, and dressing rooms cleaned at least once each working day.
- (2) All dressing rooms shall be maintained in a clean and sanitary condition, painted, and maintained as necessary. Peeling paint and loose plaster shall be repaired.
- (3) Ventilation of dressing rooms shall meet the standards set by the municipal health codes.
- (4) The Producer shall provide a cot backstage for any performer who may become ill during a rehearsal or performance.
- (5) First aid kits, stocked with adequate supplies, shall be available and easily accessible at all times to dressing rooms and rehearsal areas. The Producer shall make sure that all Actors and Stage Managers know the location of the kits.
- (6) The Producer agrees to provide cool drinking water backstage.

(C) Extraordinary Risk.

- (1) Inherently Dangerous Conditions are Prohibited. No Actor shall be required to perform any feat or act that places the Actor in imminent danger or is inherently dangerous, nor shall any Actor be required to perform in a costume or upon a set that is inherently dangerous.
- (2) Definition. Extraordinary Risks include but are not limited to: performing acrobatic feats; suspension from trapezes, wires, or like contrivances; the use of and/or exposure to smoke, mobile scenery, excessive heights, unsecured and/or unprotected heights, weapons, fire, or pyrotechnic devices; the taking of dangerous leaps, falls, throws, catches, knee drops, or slides; participating in potentially dangerous choreography; choreography requiring the dancer to execute movements which depart from the accepted techniques of movement and support as used in contemporary theatre dance (i.e., classical ballet, modern, modern jazz, or ethnic); or performing on sets which are potentially dangerous.
- (3) Determination. Equity reserves the right to determine an Extraordinary Risk and shall notify the Producer in writing that such a risk exists. Upon such notification, the Producer may request an immediate meeting with Equity to occur within two days of the request. The Producer agrees to abide by Equity's final determination as to whether Extraordinary Risk exists.

- (4) Agreed to at Time of Contract Signing. An Actor who agrees to perform an act of Extraordinary Risk must agree to do so in a rider to his contract. Said rider shall specify whether additional compensation shall be paid for the Extraordinary Risk and, if so, in what amount. Any payments shall begin with the first day of rehearsal or the time when the act becomes an Extraordinary Risk, whichever proves to be the initial period of risk. If a Producer challenges Equity's determination of an Extraordinary Risk, payments shall be delayed until a final determination is made and all payments shall be retroactive.
 - (5) Determined Subsequent to Contract Signing. No Actor shall be required to perform an act of Extraordinary Risk as a condition of employment when determination of such risk has been made after the contract has been signed.
 - (6) If the Actor involved agrees to perform the Extraordinary Risk, a rider to his contract must be executed and a copy filed with Equity. Said rider shall specify whether additional compensation shall be paid to the Actor for performing the Extraordinary Risk and, if so, in what amount. Any payments shall be retroactive to the first day of rehearsal or the time when the act became an Extraordinary Risk.
 - (7) If the Actor involved does not agree to perform the Extraordinary Risk, the Producer shall modify the activity involved to eliminate such Extraordinary Risk.
- (D) Notwithstanding any other provisions of this Special Agreement or the individual contracts of employment, Equity in its sole discretion shall determine whether the aforementioned safe and sanitary conditions are being properly maintained.

45. SALARIES.

The Actor shall be paid no less than the salary rates listed below for each week in which the Actor rehearses and/or performs. All salaries shall be paid to the Actor weekly on or before the close of the workday on Wednesday in the week following the week in which the Actor worked and for which he is owed salary.

The Producer may pay salaries by check. However, no check or draft, either of the Producer or a third party, given to or received by the Actor in payment of any sum due under his employment contract, shall operate to minimize or affect his claim for salary or other compensation due under his contract, 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. The actual salary of the Actor agreed upon shall be stated in the contract. A new contract or rider shall be signed whenever an Actor's salary is increased as the result of negotiations. The Actor must be issued a stub or other record of gross salary, itemized additions (e.g., overtime) and itemized deductions (e.g., dues deductions, taxes, Social Security). Any week containing a Monday banking holiday no Actor shall be paid later than Thursday of that week.

(A) Direct Deposit: Electronic Payment Transfer/ATM.

- (1) The Producer may elect to pay the Actor by direct deposit, giving the Actor the choice of one of the following methods:
 - (a) Depositing the Actor's compensation directly into the Actor's personal bank account; or
 - (b) Depositing the Actor's compensation directly into a bank account established by the Producer for each Actor. The bank shall issue an ATM card and monthly statements to the Actor. All costs will be borne by the Producer during the entire period of the Actor's employment.
- (2) The Producer will make deposits in such a manner that the Actor has access to his salary and per diem as provided for in this Rule.

- (3) The Producer will provide a written record (voucher) of all payments and deductions as above required in this Rule.

(B) Minimum Weekly Salaries.

- (1) **Base Salary for Mainstage. Effective April 1, 2002. Effective March 31, 2003.**

	Actor	SM		Actor	SM
Weeks 1-25	\$505	\$596	Weeks 1-25	\$520	\$614
Weeks 26-52	\$544	\$636	Weeks 26-52	\$560	\$655
Weeks 53+	\$669	\$764	Weeks 53+	\$689	\$787

- (2) **Base Salary for E.T.C. Effective April 1, 2002. Effective March 31, 2003.**

	Actor	SM		Actor	SM
Weeks 1-52	\$472	\$573	Weeks 1-52	\$486	\$590
Weeks 53+	\$519	\$624	Weeks 53+	\$535	\$643

- (C) Overtime. Overtime rates will increase annually at the same percentage as the minimum salary and the increased rates will be listed on notifications of salary increases.

- (1) Mainstage. \$9.00 per half-hour, or part thereof.

- (2) E.T.C. \$7.50 per half-hour, or part thereof.

(D) Salary Increases.

- (1) Mainstage and E.T.C. Effective April 1, 2003 and again effective March 31, 2004, Equity shall receive a package increase of 4% based on the combined cost of the previous year's minimum salary and health rate. Said increase shall be distributed between the minimum salary and health rate as determined by Equity with the provision that no increase in the minimum salary in any year shall be more than 3% of the previous year's minimum salary. The salary increase shall be rounded to the nearest fifty cents. Actors' Equity Association shall notify the Producer of the new salary no later than the first Monday in March of each year. A copy of the new salary rates shall be posted no later than the beginning of the second week in March of each year.

- (E) Supplementary Compensation: Mainstage and E.T.C. In addition to the above base salary, at the beginning of the third, fourth, fifth, and sixth years of employment with Second City (based upon the individual Actor's and/or Stage Manager's anniversary date of employment with Second City) at either the Mainstage or E.T.C. or any combination of the two, an Actor and/or Stage Manager shall receive the following Supplementary Compensation to be added to his weekly contractual salary: (Supplementary Compensation shall not be subject to Pension contribution or 2% Dues deduction and it may not exceed the amount specified below.)

Beginning with the 3rd Year of Employment: + \$25.00
 Beginning with the 4th Year of Employment: + \$35.00
 Beginning with the 5th Year of Employment: + \$50.00
 Beginning with the 6th Year of Employment: + \$60.00

46. SECRET VOTE.

- (A) At all meetings of the Actors of the Company called by the Deputy or Stage Manager, the vote shall be by secret ballot.
- (B) Should any situation arise where the Producer wishes the Company to consider any proposition not covered by this Special Agreement, the Producer shall notify the Deputy and the Deputy shall arrange a meeting of the Company, which may be held at the theatre where the Company is playing.
- (C) At such meeting or meetings, neither the Producer nor his representative shall be present other than to explain the Producer's position. Any proposed action by the Company shall not, however, be binding without the written approval of Equity.
- (D) The determination of the Council of Equity as to any issue arising under the above provision shall be final and binding upon the Producer and each Actor.

47. SECURITY AND SECURITY AGREEMENTS.

- (A) The provisions of any and all agreements relating to security deposited or agreed to be deposited with Equity covering any employment under this Special Agreement and any contracts of employment are hereby adopted and made part of this Special Agreement and said contracts. This includes agreements on forms now called "Bond", "Security Agreement", "Authority by Principal", and "Producer's Statement."

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

- (B) Bond. (See Rule 16, DEFAULTING EMPLOYERS.) Prior to the issuance of any individual employment contract, the Producer shall deposit with Actors' Equity Association a security bond in the form of cash, certified check, Letter of Credit, or other mutually acceptable financial arrangement. A security bond shall be based on the Theatre's estimate of the largest number of Actors simultaneously employed during the season and shall be equal to: two weeks' salary, two weeks' pension and health contributions, all applicable per diem, parts increments, non-prepaid transportation, and all outstanding debts to Equity, the Actors, or the Equity-League Pension and Health Trust Fund. The Producer shall deposit an additional sum of \$200.00 representing a potential bookkeeping charge to be retained by Actors' Equity Association should it be necessary to pay salaries, benefits, or other claims from the bond.

48. SERVICE DURING THE PERFORMANCE

- (A) The performance shall not begin until all aisles, ramps, and stairs used as exits, entrances, or playing areas during the show have been cleared. They shall be kept clear during the performance.
- (B) The management shall use its best efforts to minimize table or bar service of food or drink during the performance and such service shall not interfere in the production values as established by the director

49. STAGE MANAGERS AND ASSISTANT STAGE MANAGERS.

The Stage Manager shall perform the duties of a stage manager and shall be paid contractual salary from the first day of employment. The Stage Manager shall not be permitted to act in the production for which he is the Stage Manager. There shall be at least one Stage Manager signed to the Equity

contract employed in the Mainstage and E.T.C Companies. The Producer is not required to engage Assistant Stage Managers.

- (A) Clarification of Definition. The words “Stage Manager”, “Assistant Stage Manager”, “members of the stage managerial staff”, and/or “Actor” in any of the rules of this Agreement have been inserted for added emphasis and/or clarification. The failure of those words to appear in any rule is not meant to imply that the rule does not cover those categories of employment. Stage Managers and Assistant Stage Managers are covered by all rules in this Agreement except where specifically stated otherwise. (See also Rule 17 DEFINITIONS—ACTOR and STAGE MANAGER.)
- (B) Acting/Understudying. Stage Managers and Assistant Stage Managers that are required by this agreement shall not be permitted to act. If an Assistant Stage Manager is engaged, he may understudy provided it is so stipulated in his employment contract and he is compensated accordingly.
- (C) Contract.
 - (1) Continuous Employment. No Stage Manager or Assistant Stage Manager shall be required to do any work of any nature whatsoever without an individual contract executed after security has been properly posted with Equity and said Stage Manager or Assistant Stage Manager has received instructions from the Producer as to his duties. Stage Managers shall be employed continuously, commencing with the date specified on the individual contract.
 - (2) Whenever a Stage Manager or Assistant Stage Manager does work related to the production (such as attending meetings, doing administrative work, scheduling, and contacting Company, crew, and liaisons), said work shall be regarded as part of the permitted workweek.
- (D) Primary Responsibility. Either the Stage Manager or an Assistant Stage Manager shall be present at all rehearsals and performances. An Assistant Stage Manager shall be the individual who is assigned to assist the Stage Manager(s) on a specific production or productions. An Assistant Stage Manager may not be assigned the primary responsibility for a production.
- (E) Duties and Obligations of a Stage Manager. It is agreed that the Stage Manager’s function is a full-time one. The Stage Manager shall not be required to function in areas that impinge upon his primary duties as a Stage Manager.
 - (1) A Stage Manager may be required to perform at least the following duties for the production to which he is engaged, and by performing them is hereby defined as the Stage Manager. The Stage Manager may:
 - (a) Be responsible for assembling and maintaining the tech book, which is the property of the Producer and is defined as the accurate playing text and stage business, together with cue sheets, plots, daily records, etc. as are necessary for the actual technical and artistic operation of the production;
 - (b) Work with the director and coordinate and communicate with the heads of all other departments during rehearsal and after opening;
 - (c) Coordinate and schedule rehearsal and outside calls in accordance with Equity’s regulations;
 - (d) Assume active responsibility for the form and discipline of rehearsal and performance and be the executive instrument in the technical running of each performance;

- (e) Maintain the artistic intentions of the director and the Producer after opening, to the best of his ability, which shall include giving notes and calling brush-up rehearsals of the Company when necessary, and preparing understudies, replacements, and extras when and if the director and/or the Producer declines this prerogative;
 - (f) Keep such records as are necessary to advise the Producer and/or his representative on matters of attendance, time, , or other matters relating to the Actors and/or the Producer;
 - (g) Maintain discipline as provided in the provisions of this Agreement;
 - (h) Notify the Producer or his representative if the safe and sanitary provisions of this Agreement are not being maintained;
 - (i) Maintain the technical intentions of the director and the Producer which may include the design, building, hanging, operation, shopping for, or maintenance of lights, video, sound, or props;
 - (j) Implement provisions made by the Producer for the security of personal property and notify the Producer or his representative when security provisions for Actor's valuables are not available/operable; and
 - (k) Maintain the posting of cast changes on the marquee
- (2) The following duties shall not be construed to be the responsibility of the Stage Manager. The Stage Manager and Producer may agree that the Stage Manager may provide these duties, as needed, by separate agreement. However, performance of these duties may not be a condition of employment under the Equity contract:
- (a) Order or distribute food for the Company;
 - (b) Design and/or build the scenery; or
 - (c) Collect from the Actors and place laundry or dry cleaning in a designated area.
- (3) The following activities are prohibited, and Stage Managers, unless separately engaged as general or company manager, shall not accept responsibility for:
- (a) Having contracts or riders signed or initialed, or performing any other function that normally comes under the duties of the general manager or company manager (which is not to preclude delivery of contracts and/or riders in a sealed envelope addressed to the individual Actor);
 - (b) Signing the closing notice of the Company or the individual notice of an Actor on termination of contract (which is not to preclude posting of all closing and other pertinent Company notices);
 - (c) Doing the payroll or distributing payments (including but not limited to salary and per diem) except when such payments are delivered in a sealed envelope addressed to the individual Actor; or
 - (d) Doing building maintenance, janitorial, or custodial work.
- (F) Owning a Motor Vehicle. It shall not be a condition of employment that any of the stage managerial staff own a motor vehicle.

- (G) Workweek. All rules for the Actor pertaining to rehearsals, performances, overtime, breaks, rest periods, and travel time shall also be applicable to the Stage Manager and Assistant Stage Manager except where expressly stated otherwise. Hours worked in excess of the permitted rehearsal and/or performance hours per week must be approved in advance by the Producer or his designated representative and shall be compensated at the appropriate overtime rate. In cases of emergency and instances when the Producer or his designated representative is not available, post approval shall not be unreasonably denied.

50. TELEVISION, RECORDING, AND MOTION PICTURE FILMING.

There shall be no televising, broadcasting, visual and/or sound recording, motion picture filming, or videotaping, in whole or in part, of any production in which Actors engaged under an Equity contract are employed under the terms of this Special Agreement without the express permission of Equity and under terms and conditions established by it. Such permission shall not be unreasonably withheld. This prohibition shall be in effect from the beginning of employment until 16 weeks after the production has closed.

- (A) Cast Album. Cast albums may be made under the provisions of the Original Cast Album Rider. The Producer agrees that the Stage Manager and any Actor who sings or verbalizes in any number in the production, shall be employed on the appropriate AFTRA contract for the recording of said album and shall receive at least one week's Equity contractual salary or the prevailing Production Contract Minimum, whichever is higher, for each day or part thereof so employed. The cast album shall accord credit to each Actor appearing in the production at the time the recording is made, whether or not the Actor performs on the recording. The following terms and conditions shall apply:

- (1) The Producer shall give Equity not less than 72 hours' notice (inclusive of at least two business days) prior to such recording;
- (2) If, during the recording of a cast album, one or more Actors who are not signed to the Equity contract for the production are engaged, then Actors engaged as Understudies assigned to parts, if any, who are not engaged to record the cast album shall share equally in an amount equal to the average weekly contractual salary of said Understudies multiplied by the number of employment days of such supplementary Actors; and
- (3) For cast album recordings only, there shall be at least a 10-hour rest period between an evening performance and a morning recording call. There shall be a break of 1½ hours (one hour if a meal is provided) between the recording session and rehearsals or performances scheduled under this Agreement. Recording sessions may not be scheduled on two-performance days. Application of this rule may not reduce breaks or rest periods required by the AFTRA contract.

- (B) TV or Radio Spot Commercials.

- (1) Equity will permit the Actor to make a TV or radio spot commercial of one minute or less in duration promoting the theatre or production, if not less than the applicable SAG or AFTRA minimum is paid to the Actor. If a TV commercial is made from still photographs of persons in the cast, each Actor contained within the picture, whether recognizable or not, shall receive not less than the applicable SAG or AFTRA minimum. When a Stage Manager is required to do any work in connection with a TV or radio commercial, the Producer shall pay not less than the applicable SAG or AFTRA minimum for a Principal (on camera) to said Stage Manager.
- (2) There must be at least 24 hours' notice to the Actors prior to any taping or filming for a commercial. In the event notice is not given, every Actor under contract shall be paid double the applicable SAG/AFTRA rate.

- (3) When a commercial is taped or filmed in the theatre, every Actor called to the theatre shall be paid the applicable SAG/AFTRA rate.
 - (4) Under no circumstances may TV newscast (three-minute excerpt) footage, as provided in © below, be used to reproduce a commercial without Equity's prior written permission.
- (C) TV Newscast, Three-Minute Excerpt. A film or videotape may be taken of the production only for the exclusive use on a TV newscast or entertainment program review of the production or a featured story on the production contained within the program only under the following conditions:
- (1) During Rehearsal.
 - (a) Filming or taping and interview sessions shall not exceed one half-hour of the rehearsal.
 - (b) The Stage Manager shall file a report with Equity giving the time utilized for the filming or taping and interview session. The Deputy shall initial said report.
 - (c) Upon contemplation of filming or taping during a rehearsal, the Producer shall make every reasonable effort to:
 - (i) Give the Company 24 hours' notice;
 - (ii) Schedule only three filming or taping sessions during which all stations must do their filming or taping; and
 - (iii) If the time of the filming or taping is changed, the Producer shall notify the Company of such change and of the rescheduled time.
 - (2) During Performance.
 - (a) Filming or taping may be for only one half-hour of footage.
 - (b) If possible, the Company must be given 24 hours' notice.
 - (c) When cameras are going to film or tape, the Company must be given notice at half-hour call.
 - (d) There shall be no filming or taping where there is any interference with the Actors such as the requirement for additional lighting or the movement of equipment.
 - (3) Not more than three minutes of any film or taped portion of the performance or rehearsal shall be shown on the TV news broadcast. Such three-minute film or tape must not contain an entire self-contained number or scene.
 - (4) Entertainment Program. Promotional clips may also be used on entertainment programs subject to the following terms:
 - (a) The clips (not more than two on any one program) must be used as part of a bona fide interview in which the production is being promoted;
 - (b) The total amount of usage of Equity show clips on a program cannot exceed two minutes. Furthermore, a clip cannot contain all or substantially all of a musical number;
 - (c) All performers seen and/or heard on a clip must have given written consent to the above-described promotional use; and

- (5) No payment shall be required hereunder, provided no payments are made to any other personnel employed in the production.
 - (6) An Equity Stage Manager shall be present at every filming or taping under this paragraph ©.
 - (7) For any violation of this paragraph (C), other than violations of unauthorized subsequent use of the film or tape, the Producer shall pay one week's contractual salary to each Actor whose rights have been breached hereunder. Such payments shall not preclude any right in law or equity, civil, or criminal, that arises under a breach of this paragraph, which the Actor has against the Producer or any third party.
- (D) Subsequent Use of Three-Minute Excerpt.
- (1) Subject to permission from Equity, footage which has been produced in compliance with paragraph (C) above may be reused on certain network and major market programs identified by Equity in addition to "hard news" programs to illustrate reviews and feature stories about current productions, theatres, and personalities associated with same, provided that such re-use shall be in accordance with the appropriate AFTRA code. The Producer shall ensure that all Actors on an Equity contract who appear in such segments shall be compensated at not less than the AFTRA minimum then in effect and that such re-use is controlled by agreement between the television producer and AFTRA. If no local minimum has been established, the local rate then in effect in New York or the appropriate regional Equity Office City (Chicago, Los Angeles, or San Francisco) shall apply.
 - (2) For any failure of the Producer to secure the consent of Equity for subsequent use of news film or tape, failure to secure properly executed AFTRA agreements, or failure to ensure proper and timely compensation of performers under terms of this paragraph, the Producer shall be required, in addition to any other payments which may become due, to pay one week's contractual salary to each Actor whose rights have been breached hereunder. Such payment(s) shall not preclude any right in law or equity, civil or criminal, which may arise under breach of this paragraph (D) that the Actor has against the Producer or any third party.
 - (3) It is not intended that award programs which are especially produced and devoted primarily to entertainment industry awards and in which Actors on an Equity contract have customarily appeared in scenes or numbers taped, filmed, or performed live for the awards presentation be considered under terms of this paragraph, even if the awards program were to be produced by a TV news department.

51. TERMINATION.

See also Rule 16, INSURANCE AND BENEFITS, Rule 51(F)(2), and Rule 40(G).

- (A) It is the essence of all employment contracts that all notices thereunder, Company and individual, must be in writing. Copies of all notices must be filed with or mailed to Equity forthwith by the party (Actor or Producer) giving notice. Full power is reserved to the Council of Equity to grant relief from this rule where, in its opinion, the person or persons to whom notice is given has not or have not been misled or injured
- (B) Progressive Discipline. The Producer agrees to follow the following progressive discipline procedures:
 - (1) First Warning/Oral. The Actor shall be notified orally of the problem. The oral communication shall be memorialized in writing, which shall be placed in the Actor's file, and a copy sent to Equity.
 - (2) Second Warning/Written. If the problem continues, the Actor shall be given a final warning in writing containing a statement to the effect that any further incident may result in termination.

- (3) Third Incident. Following receipt of a final warning, a third incident may result in suspension or termination of the Actor.
- (C) Just Cause. No Actor may be terminated except for "just cause". If requested by the Actor, the Producer must furnish the reasons for dismissal to the Actor and Equity, in writing, within two weeks of such request. Equity may then investigate the basis of any discharge. If Equity desires to challenge any discharge, then the matter shall be submitted to arbitration in the matter provided in Rule 20, DISPUTE RESOLUTION. This provision shall not apply until the beginning of the 14th week of employment.

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

- (D) Before Rehearsal.
- (1) At any time prior to two weeks before the designated rehearsal date on the Actor's contract, the Actor may terminate his contract without penalty.
- (2) If the Actor gives notice of termination within two weeks prior to the designated rehearsal date, said Actor may terminate the contract by paying two week's contractual salary to the Producer. Said payment, in the form of a certified check, cashier's check, or money order, must accompany the termination notice in order for such notice to be effective.
- (E) During Rehearsal.
- (1) The Producer may terminate the Actor's contract before the press opening by giving written notice to the Actor and paying him a sum equal to two weeks' compensation, plus any rehearsal salary due, subject to "just cause" as provided in B above.
- (2) The Actor may terminate the contract after rehearsals begin and before the press opening only with Equity's consent, and only by giving written notice and paying two week's contractual salary to the Producer. Said payment, in the form of a certified check, cashier's check, or money order, must accompany the termination notice in order for such notice to be effective.
- (3) No Actor shall give notice to be effective either during the final seven days of the rehearsal period, including the first preview, or during any of the seven days prior to the press opening, including the press opening night.
- (F) Individual Termination After Opening. Either party may terminate the contract at any time on or after the date of the press opening of the production by giving the other party two weeks' written notice or two weeks' contractual salary when the Actor is not permitted to work out notice per (G) below. [See also (B) above.]
- (G) Effect of Company Notice. Where a Company is closed in accordance with or after notices of closing to the entire Company, such notices of closing shall supersede any individual notice then outstanding.
- (H) Company Closing Notice. The Producer may close the Company upon one week's written notice, or upon payment of one week's contractual salary in lieu thereof, provided the Producer has paid the Actor for all services rendered to date but in no event less than two weeks' salary, plus rehearsal pay due the Actor. The Producer shall post this closing notice before the curtain-up of the last performance of the week preceding the closing week. Failing that, the Producer shall be subject to the payment for failing to give one week's notice. Should the Producer wish to continue the production rather than close on the date specified in the notice, prior to that date the Producer shall submit a statement to the effect that the notice is rescinded and that the Actors'

contracts continue to remain in effect. This statement shall be signed by the Producer and by each of the Actors who wish to continue in the production.

- (I) Payment When Actor Is Not Allowed to Work Out Notice. If the Actor is not allowed or required to work out any notice properly given under the Actor's contract, the Actor shall be paid two weeks' contractual salary immediately upon the giving of notice and the Actor may forthwith accept other employment. [See (D) above.]
- (J) Rights After Giving Notice When Actor Secures New Engagement. Should either party give the other any notice permitted under the contract, which notice terminates the same at any future date, and should the Actor have or secure a new engagement, the Actor shall be permitted to attend rehearsals under the new engagement as may be necessary and as do not conflict with the Actor's performance under the Actor's then existing contract.
- (K) Before Subsequent Production. Because of the ensemble and improvisational nature of Second City's rehearsal process, an Actor performing in the current production may be terminated as of the first rehearsal of the subsequent production as long as the following minimum terms are met:
 - (1) The Actor is notified in writing (copy to Equity) of said termination at least two weeks prior to the termination date (which shall not be earlier than the first rehearsal date unless the rehearsal is on Monday or Tuesday and the termination is the Sunday immediately prior); and
 - (2) In addition to any other salary or monies due, the Actor receives two weeks' salary and benefits after his termination becomes effective.

52. UNDERSTUDIES AND REPLACEMENT OF ACTOR.

See also Rule 11, CHANGES IN CAST.

- (A) Understudies. Understudies shall not be required.
- (B) Temporary Replacement by an Actor on an Equity Contract.
 - (1) When another Actor replaces an Actor, the Temporary Replacement Actor shall be guaranteed no less than the pro rata rate based on minimum salary for every show performed on Mainstage and every show performed at the E.T.C.
 - (2) When an Actor is replaced by another Actor for the purpose of releasing the first Actor for work in a different Second City production or theatre, the Temporary Replacement Actor shall be guaranteed no less than one week of employment in addition to any rehearsal time. After the first week guarantee (four to seven days shall constitute one week), three or fewer days shall be paid for at 1/6th of weekly contractual salary for each day worked.
 - (3) When an Actor leaves a Company, another Actor may be a temporary replacement for no more than two weeks without a "permanent replacement" being named.
- (C) Temporary Replacement by a Non-Professional. The Producer may, for a period of up to two weeks, employ an actor from the TourCo to perform in the role of an Actor temporarily out of a Mainstage or E.T.C. production without the TourCo actor being signed to an Equity contract. With the consent of Equity, the period such non-professional may perform without being signed to the Equity contract may be extended for an additional two weeks, not to exceed a total of four weeks. Thereafter, the role must be filled with an Actor engaged under an Equity contract.
- (D) Rehearsals for Emergency Replacements. When a cast replacement is required in an emergency situation, excluding absences of an Actor out for more remunerative employment,

rehearsal shall be paid for at the hourly rate of 1/42nd of contractual salary for the Mainstage and 1/38th of contractual salary for E.T.C.

(E) Replacement of Actor. Unless Equity shall otherwise order, the Actor may not be required to alternate with an understudy or successor and, if replaced by either, the Actor may not thereafter be required (unless Equity otherwise orders) to act again in the part(s) or to report at the theatre for that purpose. Payments, however, shall be continued to be made to the Actor according to the terms of the Actor's contract.

(F) Replacement Due to Inability to Perform.

- (1) If the Actor is temporarily replaced for a single performance because said Actor is late for half-hour call or appears at the theatre unable to perform due to intoxication or similar cause, the Producer may determine that the Actor shall not perform. In this instance, (E) above shall not apply and the Actor shall be required to perform thereafter, provided the Producer notifies Equity in writing of such action, and the reasons therefor within 24 hours. Should such temporary replacement be determined to be without just cause by an arbitrator or by other mutually agreeable means, the Actor shall be paid full salary for any performance not played as a result of the Producer's action, and shall continue to perform under the Actor's contract.
- (2) Should the Producer dismiss an Actor for inability to perform due to intoxication or similar cause and so notify the Actor in writing, and also notify Equity of such action and the reasons therefor within 24 hours, the above provisions shall not apply. If it should be determined by an arbitrator or by other mutually agreeable means that the dismissal was without just cause [see Rule 51(B), Just Cause], the Actor shall be paid full salary for any performances not played as a result of the Producer's action and shall be required to immediately resume the Actor's performances when notified to do so by the Producer. Payment for the missed performances must be paid prior to the Actor resuming performances under the Actor's contract. Pending the determination, the Actor need not report to the theatre.

53. UNION EMBLEM.

The Producer agrees to insert the following line in the program: "(Name of Production) is a professional production employing members of Actors' Equity Association, the union of professional Actors and Stage Managers." In addition, the Producer agrees whenever and wherever possible to prominently display the Equity emblem in the lobby of the theatre. Actors' Equity Association will supply the emblem.

54. UNION SECURITY.

All Actors who are members of Actors' Equity Association shall, as a condition of employment, continue to be members of the Union in good standing for the life of this Agreement. Except as provided in Rule 52 (C), 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 31 days from the date of 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 the rule, the phrase "member of the Union in good standing" means a person who pays initiation fees and dues to the Union as financial obligations in accordance with the requirements of the National Labor Relations Act.

Equity shall provide the Producer two weeks' written notice to discharge any Actor for non-payment of union dues or initiation fees. Upon the Actor's failure to make such payment within the aforesaid period, the Producer agrees immediately to discharge the Actor, provided however, that Equity shall withhold its demand for discharge if the Producer undertakes, with the consent of the Actor, to withhold from the Actor's salary a sum sufficient to correct the Actor's dues or initiation fee delinquency.

55. VACATIONS.

- (A) For each six months of the Actor's employment, the Actor shall be entitled to take one week of vacation, at his option, in multiples of one-week increments. Vacation time is not cumulative and must be taken within one year after accrual. If the Actor chooses to take the vacation, the Actor shall receive, in lieu of contractual salary, the accrued vacation pay specified in (B) below. If the Actor chooses not to take the vacation, the Actor shall receive, in addition to his contractual salary, the accrued vacation pay specified in (B) below to be paid out at the Actors anniversary date.
- (B) Beginning with the first day of employment, the Actor shall accrue vacation pay at the rate of 4% of contractual salary received up to a maximum of \$52.00 per week. When accrued vacation is paid, it shall be paid by separate check.
- (C) Notice of Vacation. The Actor shall give the Producer no less than five weeks' notice of the date of Actor's intended vacation, which date shall be approved or not approved by the Producer within one week of receipt.
- (D) Upon Termination. When the Actor's contract terminates, the Actor shall receive all accrued vacation pay that has not been previously paid.

DURATION.

This Special Agreement shall be in effect commencing April 1, 2002 and terminating April 3, 2005.

The undersigned acknowledges receipt of same and full notice of all provisions, rules and regulations contained therein; and further agrees to be bound by any interim modification and/or amendments to said Special Agreement, which may become effective during its term.

AGREED:

SECOND CITY, Inc.:

ACTORS' EQUITY ASSOCIATION:

Kelly Leonard
Producer

Kathryn V. Lamkey
Central Regional Director

(Date)

(Date)

ACTORS' FUND/SEASON OF CONCERN SIDELETTER.

Once in each year that the Theatre operates under the terms of this Special Agreement, it shall do the following:

- (A) Designate one performance as a benefit for either The Actors' Fund of America ("Actors' Fund") or Season of Concern. The Theatre in consultation with the Actors shall make determination of the beneficiary of this benefit performance. The Actor shall perform at said benefit(s) without additional compensation provided that he receives no less than 14 days' notice of the intended benefit performance. The Producer agrees to properly advertise said benefit(s) and, after deducting the actual expenses thereof, to turn over the net proceeds to The Actors' Fund or Season of Concern; or

- (B) Agree to permit either The Actors' Fund or Season of Concern to solicit the audience for contributions at least once each year, preferably during the week in which World AIDS Day falls, utilizing the Actors currently employed by the Theatre. No Actor who objects shall be required to assist in this project. All funds raised through this or any other audience solicitation shall be promptly deposited with The Actors' Fund or Season of Concern. The Theatre in consultation with the Actors shall make determination of the beneficiary.

AGREED:

SECOND CITY, Inc.:

ACTORS' EQUITY ASSOCIATION:

Kelly Leonard
Producer

Kathryn V. Lamkey
Central Regional Director

(Date)

(Date)



ARCHIVAL VIDEOTAPE RIDER

Not to be signed at the time of contract signing.

A reproduction, in whole or in part, of a production in which Equity members are employed, may be made for an archive maintained by the Theatre under the following terms and conditions:

1. REPRODUCTIONS of these productions shall not be loaned out or removed from the Theatre's premises without the written consent of Equity.
2. REPRODUCTION shall take place only during a regularly scheduled performance.
3. The Actor shall be advised as to the nature and purpose of such REPRODUCTION, and may agree to be taped or filmed by signing this Archive Rider prior to the date of the REPRODUCTION. If all the Actors (including Stage Managerial staff) have signed the Archival Rider, the Theatre shall notify Equity, in writing, that all members of the Company (including the Stage Managerial Staff) have signed and shall submit a copy of the fully-executed Archive Rider to Equity. This shall occur as soon as the date of the REPRODUCTION is known, but in no event, shall there be less than twenty-four (24) hours' notice to the Actors. **If there is nudity involved in the production**, Equity shall be notified prior to the Actors being asked to sign the Archival Rider.
4. Any rehearsal called to prepare for the REPRODUCTION of the production shall require overtime payment to the Actors called.
5. No person connected with the production shall receive special compensation for the REPRODUCTION. Should any other participating union, such as the Musicians Union or the Stage Hands Union, receive compensation for their participation, then these conditions shall no longer apply and each Actor participating in the REPRODUCTION shall be paid no less than the applicable AFTRA/SAG rate.
6. The Theatre shall provide Equity with the opportunity to view the completed REPRODUCTION.
7. The REPRODUCTION may be viewed by anyone employed or connected artistically with the Theatre and by scholars, teachers and students in and of the visual and performing arts.
8. If, at any time, the Theatre no longer operates under an Equity Agreement, all REPRODUCTIONS shall be turned over to Equity or a mutually acceptable archive prior to the release of any bond that Equity may be holding.
9. Second City will be allowed to house their archives under an agreement with Chicago Public Library, and the location of this archive can not be changed without the written consent of Equity.
10. The Theatre shall maintain control and ownership of all REPRODUCTIONS and will ensure that they are not used for any commercial purpose whatsoever. The Theatre shall also ensure that no copies of the REPRODUCTION are made.

--Continued--

ARCHIVAL VIDEO TAPE RIDER, Page 2

11. Any violation of any part of this Agreement shall result in a payment of either two (2) weeks of contractual salary or Two Thousand Dollars (\$2,000), whichever is greater, for each such breach, to each Actor whose rights have been breached hereunder, plus whatever SAG or AFTRA rate may be due.

SIGNED BY _____
(Producer or Producer's Representative)

DATE _____

I HEREBY AGREE to participate in the REPRODUCTION of the Equity production
of _____ at the _____ Theatre on
_____ (date) in accordance with the provisions set forth above.

Name of Actor (Please Print)	Signature of Actor	Date

WEB SITE SIDELETTER.

Up to a total of three minutes of rehearsal and/or performance footage (of which no continuous sequence shall exceed 30 seconds) may be used, without additional compensation except as expressly provided in (2) below. Such footage shall be presented as “streaming” video.

- (1) Footage may be used on web sites of: the Theatre; not-for-profit arts and tourism-related agencies of the city, county, state, intra-state, and inter-state region in which the Theatre is located; the local Rotary, Chamber of Commerce, and local not-for-profit “booster” organizations; and the Theatre Communications Group, American Arts Alliance, and other non-for-profit Arts service and Arts promotion organizations, provided the Actor shall be fully advised as to all potential users and must give his consent in writing at the time of taping.
- (2) For all web site usage, neither merchandise promotion nor ticket sale information shall be presented on the same web page as the reproduction, but may be presented on a separate web page. However, the web page containing the reproduction may indicate how to get to the web page that does have information about merchandise or tickets. It is also understood that there may be no promotion of any other product(s) on the web page where the reproduction will be seen without Equity’s prior written consent. If voice-over or other live actor work or performance is required, in addition to the permitted performance footage; the applicable AFTRA/SAG agreements shall apply to such voice-over or other work.
- (3) Use of footage for any purpose other than specified above is strictly prohibited. For any violation under this rule, the Actor shall be paid no less than two weeks’ contractual salary in addition to any AFTRA or SAG amounts that may be due.

AGREED:

SECOND CITY, Inc.:

ACTORS' EQUITY ASSOCIATION:

Kelly Leonard
Producer

Kathryn V. Lamkey
Central Regional Director

(Date)

(Date)

TOUR CO ADDENDUM. (All rules of the Mainstage Agreement not modified herein shall be in full force and effect.)

(A) INSURANCE AND BENEFITS

(1) Illness and Sick and Bereavement Leave Sick and Bereavement Leave

- (a) TourCo. The Actor shall accrue paid sick and bereavement leave at the rate of one performance for every 25 performances given (inclusive of the "Home/Monday" shows at Second City), not necessarily consecutive, up to a maximum of six days. The Producer may require reasonable proof of illness or need for bereavement leave. At the end of each anniversary year the Producer agrees to pay the Actor for any unused sick time accrued.

(B) Health Insurance.

- (1) TourCo. The Producer agrees to pay to the Equity-League Health Trust Fund the rates listed below for each employee covered by this Agreement for every eight performances (including the "Home/Monday" show) he is under contract to Second City. [See (B)(2) above.] Payments shall commence with the Actor's first day of employment, including rehearsals and no pro ration of a partial week shall be allowed. This coverage is subject to change by action of the Trustees of the Equity-League Health Trust Fund.

Effective April 3, 2002 through March 30, 2003..... \$99.50 *

- Plus Supplemental Worker's Compensation, currently \$1.25. (Effective 10-28-02 = 1.50/wk)

(1) Pension.

The Producer agrees to participate in the Equity-League Pension Trust Fund and make weekly contributions to it in an amount equal to 2.5% of all gross payments made to the Actor. This shall not include minimum required costume rental payments to the Actor.

(C) NON-PROFESSIONALS.

- (1) Membership Candidates Program. All members of the TourCo. who are not signed to an Equity contract must join the Equity Membership Candidates Program and submit to Equity any registration fee as required.
- (2) Any Membership Candidate in the TourCo. who completes 50 workweeks and all other requirements of Equity shall be eligible to join Actors' Equity Association. Such eligibility shall remain open for a period of five years following the completion of the fiftieth week credited. However, after the completion of the fiftieth week of credit, an Equity theatre (including Second City) may employ no actor, unless he is signed to a standard Equity contract of employment.
- (3) Any Membership Candidate in the TourCo. who completes the required number of workweeks, as specified above, during the run of a particular production shall be allowed to complete that tour, or up to one month's employment in the tour, whichever is less, as a Membership Candidate provided that the work assignment in that tour remains the same.

The Membership Candidate must be signed to an Actors' Equity Association contract of



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ADDENDUM TO THE SPECIAL AGREEMENT BETWEEN ACTORS' EQUITY ASSOCIATION AND SECOND CITY, INC.

FOR SECOND CITY – Cleveland

Effective April 1, 2002 through March 27, 2005

UNLESS MODIFIED HEREIN, ALL RULES, TERMS, AND CONDITIONS APPLYING TO THE "MAINSTAGE" and "TOUR" IN THE SPECIAL AGREEMENT BETWEEN ACTORS' EQUITY ASSOCIATION AND THE SECOND CITY THEATRE, INC., CHICAGO, ILLINOIS SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE MAINSTAGE and TOUR AT SECOND CITY, INC. – CLEVELAND.

(The rule numbers found below shall refer to the corresponding rule number of the current above-mentioned agreement.)

RULE 27: INSURANCE and BENEFITS

F. Weekly Health Contribution, per Actor/SM: \$99.50 **plus** Supplemental Worker's Comp Insurance (SWC), currently \$1.25. *(The SWC rate will increase to \$1.50/week effective October 28, 2002.)*

RULE 35. PERFORMANCES, NUMBER OF

(A) Number of Performances: Mainstage. Up to seven performances shall be permitted in any one week of 6 out of 7 consecutive days. A week's compensation shall be paid even if fewer than eight performances are given in any week. There shall be no more than two performances in any one day except as may be authorized by Equity. If two performances are given, the time from the beginning of the first call for the first performance until the end of the final curtain of the second performance or the conclusion of the improve set, if applicable, on any one day shall not exceed seven hours.

(1) Extra performances, not on the Actor's day off, shall be permitted only with the consent of Equity. Requests for additional performances must be submitted in writing at least 72 hours prior to the contemplated performance and must contain such information as Equity requires. If permitted, each Actor shall be paid an additional 3/16^{ths} of contractual salary for the eighth performance in a week; thereafter, 2/8^{ths} of contractual salary shall be paid for each additional performance over eight. Said performance may be cancelled with a 48-hour notice, with no financial obligation to the Actor.

An extra performance on the Actor's day off shall be permitted only with the consent of Equity and under such terms and conditions as Equity may prescribe. If Equity agrees, provided the Actor agrees, the Actor shall be paid no less than 2/6^{ths} of his weekly contractual salary for each performance given.

RULE 40. REHEARSAL HOURS AND BREAKS.

Rehearsal shall be as provided for the Second City Mainstage.

45. SALARIES

The Actor shall be paid no less than the salary rates listed below for each week in which the Actor rehearses and/or performs. All salaries shall be paid to the Actor weekly on or before the close of the workday on Friday in the week in which the Actor worked and for which he is owed salary.

A. Minimum Salaries.

Minimum Base Salary for Cleveland Mainstage: April 29, 2002:

	<u>Actor</u>	<u>SM</u>
<u>Weeks 1-52</u>	<u>\$442</u>	<u>\$521</u>
<u>Weeks 53- +</u>	<u>\$492</u>	<u>\$571</u>

Overtime: \$7.50 per half-hour, or part thereof for the first five hours of overtime; thereafter, \$9.00 per half-hour, or part thereof.



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**ADDENDUM TO THE SPECIAL AGREEMENT BETWEEN
ACTORS' EQUITY ASSOCIATION AND SECOND CITY, INC.
FOR SECOND CITY – LAS VEGAS**

**Effective April 1, 2002
Expires March 27, 2005**

UNLESS MODIFIED HEREIN, ALL RULES, TERMS, AND CONDITIONS APPLYING TO THE MAINSTAGE IN THE SPECIAL AGREEMENT BETWEEN ACTORS' EQUITY ASSOCIATION AND THE SECOND CITY THEATRE, INC., CHICAGO, ILLINOIS SHALL REMAIN IN FULL FORCE AND EFFECT FOR SECOND CITY, INC. – LAS VEGAS.

(Rule numbers found below refer to the corresponding rule number of the current above-mentioned agreement.)

RULE 27: INSURANCE and BENEFITS

- F. Weekly Health Contribution, per Actor/SM: \$99.50 **plus** Supplemental Worker's Comp Insurance (SWC), currently \$1.25. *(The SWC rate will increase to \$1.50/week effective October 28, 2002.)*

RULE 45: MINIMUM WEEKLY SALARIES

- A. **Minimum Base Weekly Salaries for Las Vegas.**

	<u>Actor</u>	<u>SM</u>
Ten-show week	\$750.00 *	\$906.25 *
Eight-show week	\$600.00 *	\$725.00 *

Beginning with the 2nd Year of Employment: + \$25.00

- * The minimum weekly salaries shall be in effect through January 4, 2004, at which time Equity and Second City, Inc. – Las Vegas will renegotiate the salary rates.

Overtime: \$7.50 per half-hour, or part thereof for the first five hours of overtime; thereafter, \$9.00 per half-hour, or part thereof.

RULE 35: PERFORMANCES, NUMBER OF

- ADD: (C) **Number of Performances: Las Vegas.** When performing in a **10-performance week** format, up to 10 performances shall be permitted in any one week of six out of seven consecutive days. A week's compensation shall be paid even if fewer than 10 performances are given in any week. There shall be no more than two performances given on any one day except as may be authorized by Equity. If two performances are given, the time from the beginning of the first call until the end of the final curtain on any one-day shall not exceed seven hours.

Should the theatre revert to an **eight-performance week**, the theatre must give the cast not less than a **four-week notice**.

When performing in an eight-performance week format, up to eight performances shall be permitted in any one week of six out of seven consecutive days. A week's compensation shall be paid even if fewer than eight performances are given in any week. There shall be no more than two performances given on any one day except as may be authorized by Equity. If two performances are given, the time from the beginning of the first call until the end of the final curtain on any one-day shall not exceed seven hours.

(1) **Extra Performances.**

Extra performances, not scheduled on the Actor's day off, shall be permitted only with the consent of Equity. Requests for additional performances must be submitted in writing at least 72 hours prior to the contemplated performance and must contain such information as Equity requires. If permitted, each Actor shall be paid an additional amount equivalent to one-eighth of contractual salary for the ninth and tenth performances each in an eight-show week format and an additional one-tenth of contractual salary for the eleventh and twelfth performances each in a 10-show week format. Said performance(s) may be cancelled with a 48-hour notice, with no financial obligation to the Actor.

(2) **Extra Performances-On Actor's Day Off.**

An extra performance on the Actor's day off shall be permitted only with the consent of Equity and under such terms and conditions as Equity may prescribe. If Equity agrees, provided the Actor agrees, the Actor shall be paid no less than 2/6^{ths} of his weekly contractual salary for each performance given.

All other terms and conditions in the Special Agreement shall remain in effect.

The undersigned acknowledges receipt of same and full notice of all provisions, rules and regulations contained therein; and further agrees to be bound by any interim modification and/or amendments to said Special Agreement, which may become effective during its term.

AGREED:

AGREED:

SECOND CITY, Inc.:

ACTORS' EQUITY ASSOCIATION:

Kelly Leonard
Producer

Kathryn V. Lamkey
Central Regional Director

(Date)

(Date)

ACKNOWLEDGED:

Actor

(Date)

Effective week beginning Equity shall receive a package increase of 4% based on the combined cost of the previous year's minimum salary and health rate. Said increase shall be distributed between the minimum salary and health rate as determined by Equity with the provision that no increase in the minimum salary in any year shall be more than 3% of the previous year's minimum salary.

The Producer shall be notified of the new salary by Actors' Equity Association no later than the first Monday in March of each year. A copy of the new salary rates shall be posted no later than the beginning of the second week in March of each year.

All other terms of the salary provisions for the Second City Main Stage shall be in full force and effect, including the provisions for Supplementary Compensation.

52. UNDERSTUDIES, CAST SUBSTITUTIONS, REPLACEMENT OF ACTOR

(C) Temporary Replacement by a Non-Professional. The Producer may employ a non-Equity actor to perform the role of an Equity Actor temporarily out of the production for a period of up to two weeks provided said actor is or becomes a member of the Equity Membership Candidate program. Thereafter, the role must be filled with an Equity member.

All other terms and conditions in the Special Agreement shall remain in effect.

The undersigned acknowledges receipt of same and full notice of all provisions, rules and regulations contained therein; and further agrees to be bound by any interim modification and/or amendments to said Special Agreement, which may become effective during its term.

AGREED:

AGREED:

SECOND CITY, Inc.

ACTORS' EQUITY ASSOCIATION:

Kelly Leonard
Producer

Kathryn V. Lamkey
Central Regional Director

(Date)

(Date)

ACTORS' SIGNATURE:

Actor's Signature

Actor's Name (Print)

Social Security

Date

employment for their employment in the TourCo. to continue if the tour closes, the one-month time period elapses, or the work assignment changes.

- (4) A Membership Candidate shall accrue one workweek when:
- (a) An individual has completed six performances in the TourCo. (this shall include the "Home/Monday" performances).
 - (b) An individual serves as a non-performing understudy on the Mainstage or E.T.C. stage and performs with the Company for at least one consecutive performance week.

The above shall be reported on the Weekly Report filed by the Theatre with Equity.

(D) NUMBER OF EQUITY CONTRACTS. In order to promote the training of actors skilled in the special art of improvisational theatre, Actors' Equity Association permits the Second City Theatre to establish the Second City TourCo. for the purposes of rehearsal and performance training under the following conditions:

- (1) Equity Members and Members of Other 4-A's Unions. The Producer agrees that all members of Actors' Equity Association and members of any other 4-A's unions shall be signed to an Equity contract of employment. The remaining actors in the TourCo. shall not be required to be signed to an Equity contract, but shall be required to be or become members of the Equity Membership Candidate Program.
- (2) Non-Professional Registration Form. Before beginning rehearsals or performances, all TourCo. actors not signed to Equity contracts must complete a Non-Professional Registration Form, provided by Equity, to be filed immediately with Actors' Equity Association.

(E) PER DIEM AND HOUSING. Per Diem.

- (1) Overnight Tour. Per diem, at the minimum rate of \$30.00, except for New York, Miami, San Francisco, and Los Angeles where it shall be \$40.00, shall be paid to the Actor for each day that the Actor is required to spend the night away from his residence, including the day on which the Producer returns the Actor to the Actor's place of residence. A minimum of ½ of the per diem rate shall be paid to the Actor if when leaving from the home theatre the call is after 3:00 p.m. or when the Actor returns to his home theatre by 3:00 p.m.
- (2) Local Tour. Payment of per diem shall not be required for local touring. However, should the Actor work 8 out of 10 consecutive hours, a hot meal or meal allowance of no less than \$8.00 shall be due. Local touring may only occur within the ten-hour span of day. [See Rule 33(B)(2)(b).]
- (3) Housing. Adequate, clean, and safe housing shall be provided at no cost to the Actor by Second City whenever the Actor is required to spend the night away from his place of residence.

(F) REHEARSAL HOURS AND BREAKS.

- (1) Breaks. During the rehearsal period, there shall be a recess of 1½ hours after a period of not more than five consecutive hours of rehearsal. In addition, there shall be a break of five minutes within each 60 minutes of rehearsal. If a five-minute break is

not given at the end of 55 minutes, a 10-minute break must be given at the end of 80 minutes, except during run-throughs or dress rehearsals.

(2) Hours.

- (a) TourCo. There shall be no more than 7 out of 8 consecutive hours of rehearsal in any one day and the workweek shall not exceed 42 hours. For the purpose of dress and/or technical rehearsals only, the last two days of rehearsal prior to the first public performance may be 10 out of 12 consecutive hours for each day. All rules pertaining to rest periods and breaks shall apply. If there is a travel call, the span of hours shall commence from said call. Overtime shall be paid for any violation of the span of day. Rest periods may not be violated.
- (b) The total length of the workday, including rehearsal, performances, travel, or any combination of same, shall not exceed 9 out of 10 consecutive hours. The workday shall begin with the individual's first call of the day. [See Rule 14(C)(1)(a)(i).] However, should the Producer provide a rest period after arrival at the hotel, beyond the one hour required above, the total length of the workday may be increased by the total number of rest hours given after arrival at the hotel, but in no case may there be an invasion of the overnight rest [see Rule 36(C)]. All actors of the TourCo. shall be notified of performance and/or rehearsal calls at least seven days in advance, in writing, on a performance schedule rider, a copy of which shall be filed with Equity. Notification of changes in scheduling must be given at least seven days in advance. There shall be no rehearsal on a two-performance day. Overtime shall be paid for any violation of the span of day. Rest periods may not be violated.

(G) SALARIES.

- (1) Actor Performance Salary. During the Actor's first year of employment with the TourCo., his salary shall be no less than \$80.00 per performance with the exception of the regular "Home/Monday" performance at the Second City Theatre which shall be exempt from this compensation.
- (2) Stage Manager Performance Salary. During the Stage Manager's first year of employment with the TourCo., his salary shall be no less than \$105.00 per performance with the exception of the regular "Home/Monday" performance at the Second City Theatre, which shall be exempt from this compensation.
- (3) Two-Performance Days. On days when the TourCo. performs two shows on one day for club dates, both shows shall be paid for at 1½ times the single-performance rate total provided that each performance lasts no more than one hour each nor more than two hours total (the length of a regular performance on a one-performance day). This special condition does not apply for two-performance days at colleges or universities.
- (4) Rehearsal Pay. In each month of the Actor's employment, for each performance that he is paid at the per performance rate, three hours of rehearsal shall accrue. These rehearsal hours may be scheduled throughout the month with no additional compensation due the Actor. Rehearsal hours in excess of the hours accrued, based upon the actual number of performances given during the month, shall be paid for at the rate of \$7.75 per hour, or part thereof, payable at the end of each month.
- (5) Overtime . \$4.50 per half-hour, or part thereof.
- (6) Salary Increases.

- (a) During the second year of the Actor's employment in the TourCo., his salary shall be no less than \$85.00 per performance with the exception of the regular "Home/Monday" performance at the Second City Theatre, which shall be exempt from this compensation.

During the third year of the Actor's employment in the TourCo., his salary shall be no less than \$90.00 per performance with the exception of the regular "Home/Monday" performance at the Second City Theatre, which shall be exempt from this compensation.

- (b) During the second year of the Stage Manager's employment in the TourCo., his salary shall be no less than \$115.00 per performance with the exception of the regular "Home/Monday" performance at the Second City Theatre which shall be exempt from this compensation. During the third year of the Stage Manager's employment in the TourCo., his salary shall be no less than \$120.00 per performance with the exception of the regular "Home/Monday" performance at the Second City Theatre which shall be exempt from this compensation.

(H) STAGE MANAGERS AND ASSISTANT STAGE MANAGERS.

There shall be at least one Stage Manager signed to the Equity contract employed in each TourCo. The Producer may engage a non-professional stage manager, which is or shall become an Equity Membership Candidate for a maximum of 10 performances.

(1) Duties and Obligations of a Stage Manager

- (a) Be responsible for assembling and maintaining the tech book, which is the property of the Producer and is defined as the accurate playing text and stage business, together with cue sheets, plots, daily records, etc. as are necessary for the actual technical and artistic operation of the production;
- (b) Work with the director and coordinate and communicate with the heads of all other departments during rehearsal and after opening;
- (c) Coordinate and schedule rehearsal and outside calls in accordance with Equity's regulations;
- (d) Assume active responsibility for the form and discipline of rehearsal and performance and be the executive instrument in the technical running of each performance;
- (e) Maintain the artistic intentions of the director and the Producer after opening, to the best of his ability, which shall include giving notes and calling brush-up rehearsals of the Company when necessary, and preparing understudies, replacements, and extras when and if the director and/or the Producer declines this prerogative;
- (f) Keep such records as are necessary to advise the Producer and/or his representative on matters of attendance, time, health benefits, or other matters relating to Actors and/or the Producer;
- (g) Maintain discipline as provided in the provisions of this Agreement;
- (h) Notify the Producer or his representative if the safe and sanitary provisions of this Agreement are not being maintained;
- (i) Implement provisions made by the Producer for the security of personal property and notify the Producer or his representative when security provisions for Actor's

valuables are not available/operable; and

- (j) Transport the Company in the Company Vehicle (TourCo. Only).
- (2) The following duties shall not be construed to be the responsibility of the Stage Manager. The Stage Manager and Producer may agree that the Stage Manager may provide these duties, as needed, by separate agreement. However, performance of these duties may not be a condition of employment under the Equity contract:
- (a) Having contracts or riders signed or initialed, or performing any other function that normally comes under the duties of the general manager or company manager (which is not to preclude delivery of contracts and/or riders in a sealed envelope addressed to the individual Actor);
 - (b) Signing the closing notice of the Company or the individual notice of an Actor on termination of contract (which is not to preclude posting of all closing and other pertinent Company notices);
 - (c) Doing the payroll or distributing payments (including but not limited to salary and per diem) except when such payments are delivered in a sealed envelope addressed to the individual Actor; or
 - (d) Doing building maintenance, janitorial, or custodial work.
 - (e) Arrange living accommodations (TourCo. only);
- (I) TRANSPORTATION.
- (i) Transportation of Actor by Producer.
 - (a) Except as specifically changed or modified herein, the Producer shall, at his own expense, transport the Actor and his baggage, when required to travel, from the Actor's place of residence as stated in the contract, to the theatre and return, or between theatres. The Producer shall provide such methods of travel to the theatre as are the most direct and available within the public means.
 - (b) The Actor and Producer may agree in writing as to the route and modes of transportation. In no event, however, shall such agreement provide for a payment to the Actor of a sum less than the cost of applicable public transportation from the place of residence to the theatre and return. If travel is by air, a coach ticket on a CAB certified airline is required for transportation from the city which is the point of origin to the first city traveled to, and also from the last city in which the Actor performs back to the point of origin. The Actor shall not be compelled to travel by air without his consent, and in each and every case it shall be entirely in the determination of the Actor to decide whether or not he wishes to travel by air.
 - (c) The Producer shall furnish the Actor with the necessary tickets, or their cash equivalent, from the place of residence as stated in the contract to the theatre at least three days in advance of his departure. The Producer shall deliver the Actor's return transportation in cash or tickets, at the Actor's option, at least three days before the close of the Actor's engagement.
 - (i) Air Travel. Air travel shall be the preferred method of travel. Air travel, if consented to by the Actor, must be on a first class CAB certified scheduled airline, and not on a non-scheduled or private airline.

- (a) Air excursion or group travel tickets may be substituted for full fare coach provided such flights take place during the hours between 8:00 a.m. and 8:00 p.m. and are less than six hours in duration and meals are provided on the plane at the Producer's expense.

Once an Actor has accepted an excursion or group air ticket, he shall be responsible for any additional expense which may result from his changing his travel schedule and not using the flights that the Producer has arranged.

If the Actor consents to travel by air, the Producer agrees to provide or reimburse the Actor for the premium cost of air travel insurance up to the amount of \$90,000.00 for each flight. Whenever a tour of at least five flights is contemplated, the Producer shall provide the Actor, before the initial flight, with a recognized insurance policy for not less than \$125,000.00. The Producer will reimburse the Actor for said premiums provided a receipt is submitted.

- (b) If delay en route occurs, all expenses usually paid for or furnished by the traveler under coach air travel and not paid the Actor by the airlines shall be reimbursed to the Actor by the Producer.
- (c) The Producer may designate that the Actor's baggage be transported either by airfreight or excess baggage. If the Producer designates airfreight, the Actor shall be given at least 24 hours' notice to arrange for such transportation. The cost of baggage transportation, not to exceed 300 pounds, will be borne by the Producer.
- (ii) Automobile, Train, and Bus Transportation. Actors choosing to travel by automobile, train, or bus must make their own travel arrangements and will receive a sum equivalent to the cost of the applicable public transportation utilized to transport the rest of the Company, and normal baggage transportation expenses. If the Producer requires train or bus transportation because a flight is not available, he shall notify Equity of the proposed method of travel. The following restrictions shall apply:

(a) Automobile Transportation.

(i) Length of Day.

- (a) Travel Call. On travel days to place of rehearsal, performance, and/or accommodations, travel time shall commence and be computed from the time of the travel call. IN NO EVENT SHALL THE FIRST CALL OF THE DAY BE EARLIER THAN 6:00 A.M.
- (b) Delay by Actor. The Actor shall be prompt for all travel calls. 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.
- (c) End of Day. The travel day will be deemed as ended at the time of return to the point of departure, or arrival at scheduled overnight accommodations, or at the end of rehearsal time, whichever is latest.
- (d) Span of Day. After the first public performance, the total length of any workday, including travel, performance, rehearsal, or any combination of same, shall not exceed 9 out of 10 consecutive hours.
- (e) Travel After Midnight. Travel may be permitted after midnight only under the following circumstances and for the following payments:

When no overtime has been incurred on the length of day ending at midnight, and further provided that the first call for the next day shall not take place until the Actors have had their 12-hour rest period.

However, when overtime has begun before midnight, travel hours that occur after midnight shall be paid for at the prevailing invasion rate.

(f) **Extended Day.**

One day in each workweek may be extended to a 10-hour day for travel purposes only. There shall be no rehearsal or performances on said day.

In any workweek in which this extended day is utilized, one hour shall be deducted from the length of each of two regular workdays within the same workweek.

(g) If the total length of a travel workday does exceed the hours stipulated herein, the Producer shall pay to each Actor no less than the prevailing overtime rate for each half-hour or part thereof. [See Rule 33 (A)(2) and (B)(2).]

(ii) **Company Vehicle.** When the Company is travelling in a vehicle other than chartered or franchised bus, then the vehicle in which the Company is travelling shall be designated by the Producer as the "Company Vehicle" and said "Company Vehicle" shall be a properly insured vehicle operated by a properly licensed driver and shall conform with all laws of the city and state in which the vehicle is registered. Whenever there are five occupants in a Company Vehicle, said car shall be no smaller than a standard mid-size automobile.

(iii) Each Actor shall be provided with his own seat in the Company Vehicle. The Producer shall use best efforts to see that each Actor has a seat facing the front or rear of the vehicle.

(iv) The Producer shall provide each Company Vehicle with one blanket per row of seats upon request.

(v) **Safety Devices.**

(a) If the Actor is obliged to occupy a seat that faces any direction other than front or rear in a vehicle provided by the Producer, the Producer shall provide cushions.

(b) There shall be a seat belt for each Actor in a Company Vehicle.

(c) All seats and seat backs shall be firmly and safely secured.

(d) Vans and/or vehicles in which vision through the rear window is obstructed must be equipped with a right side view mirror as well as a left mirror.

(e) The Company Vehicle shall be in good repair with functioning heating and ventilating facilities and shall be equipped with all legally required safety devices, including snow tires or chains during inclement weather. The Producer agrees to install said snow tires or chains at the

Producer's own expense. Rented passenger vehicles shall be air-conditioned.

- (f) Equity reserves the right for the Equity representative to check any Company Vehicle.
 - (vi) Each Company Vehicle shall be covered by \$1,000,000.00 accident and \$1,000,000.00 liability Insurance.
 - (vii) Actors are not required to drive a Company Vehicle and the Actor shall not be penalized for refusing to do so. If the Actor consents to drive a Company Vehicle, it must be agreed to by rider. [See Rule 35(F)(1)(j), Duties and Obligations of a Stage Manager.]
 - (viii) When scenery and/or luggage are traveled in the same vehicle as the Actors, such cargo shall be loaded in a way as not to exceed the height of the back seat unless safely secured. [See (iv) above, regarding rear-view mirrors.]
 - (ix) The Producer shall supply each Company Vehicle with the current year's road atlas or maps covering all routes to be traveled.
 - (x) The Producer shall provide the driver of each Company Vehicle with detailed written driving instructions and an itinerary including estimated travel time.
 - (xi) The Producer shall provide each Actor/Stage Manager a copy of the guidelines of "Van Conduct".
- (b) Train Transportation.
- (i) Day coach transportation is limited to eight hours daily between the hours of 8:00 a.m. and 8:00 p.m. For every half-hour or part thereof in excess of seven hours of scheduled travel, \$4.50 shall be paid to the Actor. Travel time shall commence and be computed from the time the Actor is called to report. This call may not be more than one half-hour prior to scheduled departure. If an Actor is responsible for delay at any time, such delay shall not be counted as part of travel time.
 - (ii) Night transportation shall be limited to 12 hours and shall include individual Pullman sleeping accommodations, which shall be no less than a roomette, if same is available.
- Should the Producer present proof satisfactory to Equity that Pullman sleeping accommodations could not be obtained, the Producer 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 Producer to pay the Actor the difference between the total cost of first-class Pullman transportation, including roomette, taxes, and other excess charges, and the amount of coach transportation.
- (c) Bus Transportation. Bus travel shall be on a chartered commercial bus that is duly licensed to carry passengers by the appropriate interstate or intrastate commission, and is complete with air conditioning and lavatory facilities.

- (i) Day Transportation. Bus travel during the day is limited to seven hours daily, including a one-hour meal break between the hours of 8:00 a.m. and 8:00 p.m. For every half-hour or part thereof in excess of seven hours of scheduled travel, \$9.00 shall be paid to the Actor. Travel time shall commence and be computed from the time the Actor is called to report until the time the Actor arrives at his lodgings. This call may not be more than one half-hour prior to the scheduled departure time. If an Actor is responsible for delay at any time, such delay shall not be counted as part of travel time. There shall be a meal stop of not less than one hour during the scheduled time of travel. If bus travel is on a chartered bus, the Company shall agree upon the time of the meal break. This meal shall be at the Producer's expense and shall not exceed \$8.00. The rest period prior to a bus call shall be 10 hours. If a full rest period is not given, the Actors shall receive a night transportation payment of \$40.00 each.
 - (ii) Night Transportation. If bus travel which commences after 8:00 p.m. does not end until after midnight, the Actors shall receive the night transportation payment of \$40.00 each. Travel between 8:00 p.m. and midnight is allowable if the trip is completed within that time and all rest periods are observed. If night bus travel after an evening performance is required, the Producer shall pay the Actors \$40.00 each.
- (d) Rest Period After Arrival. The Actor shall not be required to rehearse or perform until two hours after his arrival at his lodgings. (See Rule 36, REST PERIODS AND DAYS OFF.)
- (e) Baggage.
- (i) The Actor shall be responsible for transporting his personal hand baggage to and from his place of residence, and the Producer shall reimburse the Actor in full for all reasonable expenses incurred as set forth by the Actor on a form which shall be provided by Equity for this purpose. The Actor shall show proof of all such expenses by providing the Producer with the appropriate receipts.
 - (ii) The Actor shall also be responsible for transporting his personal hand baggage and trunk (see above) under the Producer's direction from the place of residence to the station, terminal, or place of the Actor's arrival at or near the town in which the Producer's theatre is located, and back to the place of residence. The Producer will pay for the entire cost of and reimburse the Actor for such transportation of baggage up to 300 pounds.

Upon arrival, the Producer shall be responsible for and pay transportation costs of the Actor's baggage of up to 300 pounds from the station, terminal, or place of the Actors' arrival to the theatre and/or the Actor's lodging place, and back to the station, terminal or place from which the Actor departs after the close of the engagement.
 - (iii) All arrival expenses covered under (1) and (2) above are due and payable with the first performance salary payment checks. If the Actor returns to the same city from which he departed, all departure expenses due shall be paid to him with his final week's salary check. If the Actor goes to a different city, he shall be reimbursed for these expenses upon presentation of his receipts to the Producer.

- (f) Local Transportation. The following shall apply to all areas of the United States where public transportation is not applicable (public transportation shall not mean taxis):
- (i) The Producer shall provide vehicular transportation to the Actor whenever he is required to travel to a performance site other than the resident stage and there is no convenient public transportation from his home to the performance site.
 - (ii) The Producer, at his own expense, shall provide round-trip transportation between the Actor's home, which shall be a convenient, single, safe and sheltered central departure/return point for all Actors involved, and the performance site.
 - (iii) This transportation shall be furnished in such a manner that the Actor will arrive promptly for each rehearsal and at the performance site no later than one half-hour prior to the beginning of each performance. This transportation shall be available to leave the rehearsal or performance site to return the Actor to the departure/return point promptly after each rehearsal and departing no later than one half-hour after rehearsal is finished or after the curtain call of a performance, but allowing reasonable time for the removal of costumes and make-up.
 - (iv) When the Company is living in more than one location, the Company Vehicle shall remain at the location where the majority of Actors reside, and that location shall be the departure/return point for travel calls.
 - (v) In the event the Producer does not supply transportation, the Producer may request that the Actor use his own means of transportation and he shall reimburse the Actor for mileage at a rate not less than the amount allowed by the federal government as indicated on the annual tax form.
 - (vi) While the Actor is away from the Actor's official residence, the Producer shall provide transportation to and from a single, specific dining and/or sleeping facility when such is located more than ¼ mile from the rehearsal and/or performance site or where there is no public sidewalk.
 - (vii) When the Actor is away from the Actor's official residence for more than one week, in all cases where there is no shopping center within ¼ mile of the Actor's lodging and when there is no public transportation available, the Producer shall provide round-trip transportation to and from such a shopping center at least twice weekly.
 - (viii) If the Actor uses public transportation, the cost of such transportation shall not exceed 20% of his contractual salary. If there is no public transportation, the Producer does not supply transportation, and the Actor drives his own car, the Producer shall reimburse the Actor for mileage at a rate not less than the amount allowed by the federal government as indicated on the annual tax form.

Equity shall have the sole power to determine if such transportation is "safe" and "convenient" and what a "convenient location" is.

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