

SUMMARY OF OFF-BROADWAY CONTRACT NEGOTIATIONS 2009
(LANGUAGE NOT FINALIZED)

*Note: League Members benefit from more favorable terms than those that are published in some rules.
Please check AEA Side Letters for exclusions or exceptions to the agreement.*

This summary is noting the substantive changes to the Agreement and Rules Governing Employment under the Off-Broadway Agreement effective November 9, 2009 through November 4, 2012.

- Rule 60. SALARIES:** Minimum salaries will be raised \$14.00 in Categories A & B, \$11.00 in Category C and \$30.00 in Categories D & E in the first year, frozen in the second year and increase in the third year.

The new minimum salaries are:

November 9, 2009 – November 6, 2011					
Category	A	B	C	D	E
	100-199 Seats	200-250 Seats	251-299 Seats	300-350 Seats	351-499 Seats
Salary: Actor	\$539	\$630	\$730	\$853	\$957
SM	\$631	\$738	\$856	\$997	\$1119
ASM	\$578	\$676	\$784	\$915	\$1027

November 7, 2011 – November 4, 2012					
Category	A	B	C	D	E
	100-199 Seats	200-250 Seats	251-299 Seats	300-350 Seats	351-499 Seats
Salary: Actor	\$544	\$637	\$736	\$864	\$969
SM	\$638	\$746	\$863	\$1010	\$1133
ASM	\$584	\$682	\$790	\$927	\$1040

Please note that the sliding scale remains in effect for Category A theatres. Please refer to **Rule 60**.

- Rule 31. HOSPITALIZATION AND MEDICAL INSURANCE:** There will continue to be two separate Health rates. Theatres in Category A & B will pay a lower rate than theatres in categories C, D & E.

Producer's Health Fund contribution per week for each Actor will be as follows:

Beginning date:	<u>11/9/09</u>	<u>11/8/10</u>	<u>11/7/11</u>
Categories A & B	\$157.00	\$163.00	\$170.00
Categories C, D & E	\$160.00	\$165.00	\$170.00

3. **Rule 41. MORE REMUNERATIVE EMPLOYMENT:**

This provision is only applicable to Category A, B and C theatres.

MRE employment is now defined as work on a contract with any 4A's Union, SDC, AFM or IATSE.

(A) Short-Term Employment is now defined as employment of no more than two weeks.

4. **Off-Broadway Area**

a. A bona fide member of the Off-Broadway League may use this Agreement between Fifth and Ninth Avenues from 34th Street to 56th Street and between Fifth Avenue and the Hudson River from 56th Street to 72nd Street provided the venue has a seating capacity of 499 or less and is not Tony-eligible. However, this Agreement is not applicable to any production in the above described area which has closed on Broadway within 6 months.

5. **Rule 64. STAGE FIGHTING:**

There will be a \$20.00 increment to be paid to Fight Captains beginning with the week of the first paid public performance. Please note: Fight Captains are required if the production has three or more Actors who participate in stage fighting.

6. **Rule 65. STAGE MANAGERS AND ASSISTANT STAGE MANAGERS:**

- (a) Assistant Stage Managers are required on every production and may not understudy.
- (b) Stage Managers and Assistant Stage Managers may not be required to operate lights, video, sound or projections. However, if Stage Managers or Assistant Stage Managers agree to operate any of the above, they must be contracted and compensated separately from the Equity contract. A copy of said contract shall be forwarded to Equity.
- (c) Short-Term Stage Managers may be employed on a daily and per-performance basis under certain circumstances to give additional support to the full time Stage Management staff.
- (d) Stage Manager Networking Event, sponsored by Equity, will be no less than 5 hours. Each Off-Broadway Institutional Theatre and each commercial producer/general manager office shall make every effort to send a representative who has the authority to recommend a subsequent interview.

7. **Rule 71. UNDERSTUDIES:**

- a. When an Actor plays a role that he is not contracted to understudy, said Actor shall be paid no less than three-eighths of minimum salary for each such performance.
- b. Within the first two weeks of the Understudy's employment, or within 2 weeks of the official opening, whichever is later, the Understudy will have an on-stage rehearsal (not a put-in rehearsal) with necessary props and costume pieces.
- c. In the event of an emergency replacement, the Producer will use best efforts to provide the Understudy with an on-stage rehearsal with necessary props and costume pieces where practicable.
- d. Rehearsals may be scheduled during performance hours.

8. **Rule 38. MEDIA: RECORDING & BROADCAST – LIMITED (previously TELEVISION, RECORDING AND MOTION PICTURE):**

Producers who do not elect to opt-in to Rule 39 are bound by the terms of this Rule.

9. **Rule 39. MEDIA RECORDING & BROADCAST – EXPANDED:**

Producers who do not elect to opt-in to this Rule are bound by the terms of Rule 38, MEDIA: RECORDING & BROADCAST – LIMITED.

This rule will allow for expanded capture and use of footage for promotional and publicity purposes and to provide for a media payment to Actors.

- a. Not-for-Profit Theatres may elect to opt in to use the terms of this rule and are committed for the remainder of the season. All other Producers may elect to use this on a per-show basis.
- b. All Actors in the production shall be paid the Media Payment from the first day of rehearsal. The payout of the media fee shall be treated as salary and paid to the Actor on a quarterly basis, but no later than the Actor's final paycheck. This payment is subject to Pension Contribution and Membership dues.
- c. The Media Payment shall be a percentage of the applicable Actor/Stage Manager/Assistant Stage Manager minimum salary as set forth in Rule 60, SALARIES.

1. Effective 11/9/09: 0.5%
2. Effective 11/8/10: 0.5%
3. Effective 11/7/11: 1.5%

d. Broadcast:

- i. Capture may be made of rehearsals and performances to be used as part of a feature story on the production, the Theatre, the arts or any of the artists connected with the production on international, national, state and local news, arts, broadcast reviews of the production, talk and entertainment programs, community affairs broadcasts, community service programs and media projects for people with disabilities. All shall include programs broadcast on radio, network and cable television and the internet. The Producer may also capture interviews, backstage footage, other non-rehearsal/non-performance footage and promotional and publicity events (together "Additional Footage") provided the Actor agrees.

1. During a rehearsal:

- a. Regularly scheduled rehearsals may be captured for up to four consecutive hours per day, one day per week. Any capture shall constitute a full four-hour block.
- b. The Stage Manager shall file a report with Equity giving the time utilized for the capture initialed by the Deputy.
- c. The Producer shall make every effort to give the cast 24 hours notice. The Producer shall also notify the cast if the time of capture is changed.

2. At a Performance:

- a. An entire performance may be captured by the Producer or a third party directly engaged by the Producer provided the Producer maintains the ownership of the captured material. If the Recording is rendered unusable, another Recording of an entire performance may be made.
- b. If possible, the cast must be given 24 hours notice of performance capture as well as notice at the half-hour call of the performance.
- c. No additional or altered lighting may be used.

No more than 15 minutes of edited performance and/or rehearsal per production captured by the Producer shall be used. The edited footage may depict an entire scene or musical number.

A Stage Manager signed to an Equity contract is required at every capture session.

e. Non-Broadcast

- i. A Recording may be made for non-broadcast promotion, publicity, marketing, solicitation for a separate and future Equity production, public relations, fund-raising, audience development, education, prize, award, and festival applications, and/or civic, state, and national promotion under the following terms and conditions:
 1. The Producer shall receive no compensation for the exhibition of any material captured under the terms of this provision.
 2. The edited Recording under the terms of this provision may constitute up to 25% of the captured material but in no case more than a total of 15 minutes of performance and/or rehearsal. The edited Recording may depict an entire scene or musical number.
 3. In the event the Producer wishes to submit a Recording of an entire performance to private or public grant-making institutions, to apply for prizes or awards, or fulfill festival application requirements, the Producer may make a Recording of the production for this sole purpose and shall notify Equity at the time of submission. Any such Recording made under this Rule shall be encoded with warnings at regular five-minute intervals that state the following: **THIS FOOTAGE IS FOR GRANT, PRIZE, AWARD OR FESTIVAL APPLICATION REQUEST PURPOSES ONLY AND MAY NOT BE SCREENED FOR ANY OTHER PURPOSE. UNDER NO CIRCUMSTANCES MAY THIS FOOTAGE BE DUPLICATED.** Any Recording made under this Rule must also include the Equity Logo and identify that Actors in the production are members of Actors' Equity Association.
 4. The provisions of this section are not intended to allow Recording for the creation of television commercials and may not be used in such commercials.
 5. The Producer will maintain control and ownership of all material recorded and will ensure that it is used for no commercial purposes whatsoever.
- f. Websites and other platforms:
 - i. Up to a total of 15 minutes of edited rehearsal and/or performance footage per production as well as unlimited Additional Footage may be used as follows:
 1. On web sites of the Theatre and/or Production; not-for-profit arts and tourism-related agencies of the city, county, state and intra- and inter-state region in which the Theatre is located; local Rotary, Chamber of Commerce, and local not-for-profit "booster organizations"; media web sites; arts calendar web sites; third-party promotional and ticketing services and not-for-profit arts service and arts promotion organizations.
 2. On web sites of sponsors and/or supporters of the Theatre and/or Production provided:
 - a. The Actors' likeness is used solely to acknowledge the sponsorship or support and is not in any way used directly or indirectly to endorse the sponsor or a specific product of the sponsor;
 - b. At the time of contracting, the Producer solicits from the Actor any current or potential professional conflicts that may limit the use of the Actor's image on the sponsor or supporter's web site, and the Producer, based upon the Actor's written notification, does not use the Actor's image in any way that may pose conflicts;
 - c. The footage is not used for more than two years from commencement of the Actor's individual employment contract. The Actor may negotiate a lesser time period, and;

- d. The Producer shall indemnify the Actor against any breach of an Actor exclusivity clause when such breach is a result of the use not authorized by this Rule.
 - 3. For all usage authorized by this Rule, the Theatre or Production's ticket sale information may be presented on the same "page" as the Recording. If voice-over or other live actor work performance is required, in addition to the permitted performance footage, the applicable AFTRA/SAG Agreements shall apply to such voice-over or other work.
 - 4. The above time restrictions apply per distribution point not per delivery platform. Thus, a permitted Recording may be used on a number of different web sites, not just one Recording for the entire web.
 - 5. Recordings may be changed on an individual distribution point (e.g. a single web site) as often as the Producer wishes provided the total amount of material on that distribution point at any one time adheres to the time limitations set forth above.
- g. The Producer may make a Recording for the sole purpose of assisting interpreters for the hearing or visually impaired.
 - h. Additional Terms:
 - i. Should the Producer use captured material from a previous production or a production produced by a different Producer, the original production will be clearly identified (e.g. "footage from original Off-Broadway cast 2009").
 - ii. For a tour, if the Producer provides its captured material to a presenter who, in turn, elects to promote a season, and that season includes non-Equity productions, the material provided by the Producer must indicate that the Actors and Stage Managers are represented by Equity.
 - iii. If captured material is used to promote a season that includes any Non-Equity production, the captured material must indicate, in an appropriate size and place, that the Actors and Stage Managers are represented by Actors' Equity Association.
 - iv. Material may not be used to promote a non-Equity production.
 - v. The Producer may furnish captured material to a subsequent producer, for promotional and publicity purposes only, provided the subsequent producer makes additional payment to each Actor as negotiated by the subsequent producer with Equity. The Producer may use captured material to promote and publicize another production of the play produced by the same Producer without additional payment to Actors in the original Off-Broadway production.
 - vi. Equity may obtain and use footage from any production (including closed productions) for purposes of promoting and branding Equity provided Equity credits both the Producer and the production.

10. Rule 4. AUDITIONS:

- a. Equity Principal Auditions are required for possible future replacements at least once every 12 months after the first paid public performance.

11. Rule 5. BILLING AND PROGRAMS:

- a. Whenever the full cast is listed on a website maintained by the Producer, the Stage Manager shall also be listed.

12. Rule 10. CHANGES IN CAST: DUTY OF PRODUCER TO ANNOUNCE:

- a. When a Swing performs in an unidentifiable role, the Swing's name shall be posted as "also

appearing in the ensemble”.

13. Rule 13. CLOTHES AND MAKE-UP:

- a. Dance briefs, dance belts and dance bras have been added to the list of items which the Producer must provide. In addition, the Actor will be given a selection of dance belts or dance bras from which to choose.
- b. Shoes and Dancing Shoes. All footwear shall be clean, sanitary, properly fitted, in good repair and, if modern and conventional or for dancing, shall be new.
- c. Hairstyle and Hair color. Actors are responsible for maintenance of their own modern and conventional hair style and color as it appears at the time of an official offer in writing. Producer is not responsible for such routine maintenance.

14. Rule 49. PHOTOGRAPHS AND PUBLICITY:

- a. Actors may be asked to participate in live promotional events outside of the Theatre. Producer agrees to the additional following provisions:
 - i. A representative of the Producer (other than the Stage Manager) will be present at each event.
 - ii. If the publicity call is within 90 minutes of a rehearsal/performance call, the Actor will be provided a meal.
 - iii. Car fare or transportation will be provided to the Actor if the Actor is required to travel to or from the event between the hours of 12:00am and 7:00am.

15. Rule 54. REHEARSALS:

- a. Within the six-hour rehearsal block, there shall be 40 minutes of break time. One break shall be not less than 20 minutes.
- b. Rehearsals during preview period. If after four weeks of paid public performance but in no event more than eight weeks from the first day of rehearsal for dramatic productions or ten weeks from the first day of rehearsal for musical productions the show has not opened officially, rehearsal and actual performance times including half-hour shall not exceed 32 hours per week. In weeks nine and ten of musical rehearsals, Actors called to rehearse on the day after the day off shall be compensated at the straight overtime rate.

16. Rule 59. SAFE AND SANITARY:

- a. In the rehearsal space, there must be access to a telephone for use in the event of an emergency.
- b. In the performance space, a landline telephone shall be accessible for use by Actors in the event of an emergency.
- c. When an inclined playing surface is used, a qualified instructor will give instructions to the cast during rehearsal hours prior to rehearsals commencing on the inclined playing surface as to how to perform on the inclined playing surface in order to avoid the risk of injury. A qualified instructor shall be a health care practitioner who is licensed in a field that includes formal training in human anatomy, physiology, kinesiology, biomechanics and ergonomics. The health care practitioner's training or experience should include the skills and abilities necessary to assess risk factors associated with musculoskeletal injury/illness. Licensed professionals with such training include physical therapists, occupational therapists and physicians. However, individuals in other licensed/certified health care professions may be appropriate after demonstrating equivalent study/knowledge in these areas. Thereafter, brush-up instructions will be provided at least once each year. Instructions will also be provided for all replacement Actors as well as Swings and Understudies before their first paid public performance.
- d. Smoke and Haze
 - i. Notice Requirement.

1. One week prior to the first day of tech, if known, but in any case prior to the first use of any smoke or haze effect with Actors, the Producer must send written notification to Equity which shall include the following:
 - a. The names of all machines, fluids and attachments (e.g. chiller, etc) being used.
 - b. Indicate whether each effect will be following the time and distance calculations in the *EQUIPMENT-BASED GUIDELINES FOR THE USE OF THEATRICAL SMOKE AND HAZE* or a portable air-sampling monitor as outlined in the *EVALUATION OF SHORT-TERM EXPOSURES TO THEATRICAL SMOKE AND HAZE AIR SAMPLING PROTOCOL* both prepared by ENVIRON International Corporation dated May 14, 2001 and as may be amended by Environ and Mount Sinai.
2. No later than one week after the first paid public performance, the Producer must send written notification including but not limited to the following:
 - a. The location and setting of each machine and fluid combination
 - b. A list of the cues, including the cue lengths and the distance between the effect's release point and the nearest actor
 - c. All applicable calculations and/or air sampling data