

EMERSON STAGE EQUITY

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DEPARTMENT OF PERFORMING ARTS
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AGREEMENT AND RULES
GOVERNING WORK PRACTICES
IN
EMERSON STAGE THEATRES

Effective January 9, 2002
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1. Please note for all performers on contract with ESE, such as actors, dancers, or singers, will be known hereafter as Actor(s).

2. ARBITRATION.

(A) Any controversy arising from the application or interpretation of this Agreement shall be submitted to arbitration.

(B) Before proceeding to arbitration, either party may submit the dispute for review and possible resolution by the Production Manager. Should the Production Manager fail to resolve the dispute, either party may submit the same to arbitration. Notwithstanding the foregoing, ES Equity may decide to waive the grievance procedure and proceed directly to arbitration.

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

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

(E) The Council of ES Equity has the right on behalf of its respective constituency to determine the interpretation of the Agreement which shall bind their respective organizations and members.

3. CONTRACT.

(A) Filing Contract. No Actor should begin work practices unless a standard form of contract has been filed with ES Equity.

(B) Completing Contracts.

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

(2) An Actor may be assigned no more than four (4) job assignments (excluding bit parts) in a production in which he/she may be performing. Job assignments may include performing parts, understudying parts or performing as Assistant Stage Manager, if permitted, or functioning as Fight Captain.

(3) All concessions or waivers granted to the Theatre shall be made known to the actors and Stage Manager at the time of audition, interview or initial contact if feasible.

(C) Attempted Breach.

(1) No ES Equity member shall agree with a Theatre, or other ES Equity member, and no Theatre shall agree with any ES Equity member, to cause or attempt to cause, or agree to permit, any breach of any term of any Work Practice Contract.

(2) Should any Equity member engage in such conduct, he/she shall be subject to such disciplinary action as the Council of ES Equity may determine.

4. DISCRIMINATION.

(A) There shall be no discrimination against any Actor or applicant for a part in a cast by reason of race, color, creed, sex, national origin, sexual orientation, age, disability, political persuasion, or belief. A claimed violation of this section, unless satisfactorily resolved by the ES

Equity Council shall be submitted to arbitration. In the event the arbitrator determines that discrimination has been practiced, he/she shall have the authority to direct reinstatement.

5. DUTIES OF THE ACTOR.

(A) (1) The Actor agrees to be prompt at all calls including but not limited to rehearsals, costume fittings, costume and photo calls; to appear at the theatre no later than one-half (1/2) hour prior to the performance; to pay strict regard to make-up and dress; to perform his/her services as reasonably directed, and sustained by the Stage Manager, and to conform to the language of the script to the best of his/her ability; to properly care for his/her costumes and props; to respect the physical property of the production and the theatre and to abide by all reasonable rules and regulations of the theatre which are not in conflict with the provisions of this Agreement. Repeated lateness or other infractions of the ES Equity rules shall subject the Actor to disciplinary proceedings, in accordance with the Constitution and By-Laws of ES Equity, and the incident will be forwarded to the Acting Program Faculty.

(2) In addition to attending rehearsals and performances at the scheduled time, actors are often required to attend other meetings and appointments. These appointments and meetings are as important as attending rehearsals and performances and form just as much of a commitment. Other meetings and appointments include, but are not limited to, costume fittings with the costume shop, vocal and dialect coaching, acting coaching, singing coaching and combat coaching.

Please be on time and prepared for all scheduled appointments; your presence and participation facilitate the artistic and production process, and most important, help you achieve your potential as an actor in a role. The daily call sheet will be your source of information for your appointment times as well as strong communication with the Stage Manager. Failure to comply with this aspect of your actor responsibilities may result in disciplinary action from the Department of Performing Arts and Emerson Stage.

(2) The Theatre shall have the right to require an Actor who is late for any call to make up the time of that call on over-time hours.

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

(4) An Actor out of character may set or move scenery or props only in scenes in which the Actor enters or exits, if feasible.

(B) (1) In the event of repeated lateness or other infractions of ES Equity rules, a committee of five (5) members of the company (three (3) in small companies) drawn by lot, or by such other method as ES Equity may deem appropriate, may be formed to consider complaints.

(a) Meetings of the committee shall not be held during rehearsal hours.

(b) The complaint must be in writing.

(c) The Actor complained of must be called to appear in person before the committee, and the complainant shall be present, if possible.

(d) The committee shall read the complaint to the Actor, question him/her as to the validity of the complaint, hear his/her reasons and any other statement he/she wished to make.

(e) Before the committee begins discussion of the complaint and the responses, the parties shall be dismissed so that the committee can discuss the testimony.

(f) If, after weighing carefully all the statements and replies, the committee finds the complaint unsubstantiated, or the excuse or reasons in response to the complaint to override the complaint, the committee shall dismiss the complaint and notify the parties.

(g) If, after weighing carefully all the statements and replies, the committee finds the complaint substantiated, they shall immediately submit their recommendation to the Council for final action in accordance with the Constitution and By-Laws of ES Equity.

(C) Compliance with Policy on Alcohol and Other Drugs.

(1) Actors, Stage Managers and Crew are expected to read and understand the Emerson College Policy for Alcohol and Other Drugs found here: <http://www.emerson.edu/policy/alcohol-other-drugs>.

(2) In addition to the terms of the College's policy on alcohol and drugs, violators may be subjected to disciplinary action from the Department of Performing Arts and Emerson Stage including, but not limited to, removal from a production, inability to participate in future Emerson Stage productions, impact on a grade if enrolled in a production for credit, loss of future recommendations for casting or employment and more.

6. DANCE CAPTAIN.

(1) The Dance Captain shall be assigned from the first rehearsal unless the Choreographer has not been able to determine choice of Dance Captain. If that is the case, the Dance Captain must be assigned no later than two (2) weeks prior to the first paid public performance. If the Choreographer is in the production, the Choreographer may serve as Dance Captain.

7. NON-TRADITIONAL CASTING.

Emerson Stage recognizes the need for expanding the participation of women and ethnic minorities (Asian, African-American, Hispanic and Native American) in their artistic process. Toward that end, ESE reaffirms its commitment to non-discrimination and a flexible, imaginative casting policy, known hereinafter as Non-Traditional Casting, in all its Theatres.

(A) Non-traditional casting shall be defined, for the purposes of this Agreement, as the casting of ethnic minorities or female Actors in roles where race, ethnicity, or sex is not germane.

(B) ESE will encourage its members to actively solicit the participation of ethnic minorities in the casting process.

(C) In furtherance of the foregoing policy, ESE recognizes that all roles where race, ethnicity or sex is not germane shall be open to non-traditional casting.

8. NUDITY.

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

(A) Auditions

(1) At the time auditions are posted, notice of nudity within a play, what character(s), type, and the amount of nudity will be also be posted.

(2) Nudity will not be permitted during auditions or callbacks.

(B) Nudity Rehearsals

(1) No persons other than the Director, Stage Management, and Actors required with the scene(s) containing nudity, will be allowed in the rehearsal room during rehearsal of said scene. This rule pertains to when actual nudity is being used and not when Actors are using rehearsal clothing to assimilate nudity.

(C) No filming or photography of nudity is allowed.

9. PROGRAM AND CAST LIST.

(A) A free cast list shall be given to all patrons at each performance. It must contain a listing of all Actors, together with their roles and/or functions.

(B) (1) The Actor shall have the right of approval of listings of his/her name and role(s) for the program. Approval must be in writing, and shall not be unreasonable withheld. Material not disapproved within forty-eight (48) hours of its submission to the Actor shall be considered approved.

(2) In the event that there are errors or omissions in the printed cast listing (including understudies who wish to be listed) in the program, the Emerson Stage agrees, upon receipt of notice of an omission or error in such cast listing, it will, within twenty-four (24) hours (including at least one (1) business day), place in the program a printed slip correcting the omission or error and will also correct the omission in the next printing of the program, provided such notice is given at least twenty-four (24) hours prior to the press deadline.

(D) Changes in Cast.

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

(2) When an Understudy takes the place of a Principal Actor in a production, or any Principal Actor is replaced by another Actor, except in an emergency which occurs at or after half-hour, in which case an announcement shall be made from the stage, announcement to this effect shall be made in two (2) out of the following three (3) ways:

(a) Through the insertion of a printed slip in all programs.

(b) By means of an announcement from the stage.

(c) By means of a sign conspicuously and prominently posted at the place where tickets of admission are collected. This sign shall be at least eight (8) by ten (10) inches in size, with letters at least one (1) inch high.

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- (3) (a) Unless ES Equity shall otherwise order, the Theatre shall not require the Actor to alternate with an Understudy or a successor, and if replaced by either without the Actor's consent, he/she may not be thereafter required (unless ES Equity otherwise orders) to act again in the part or to report to the theatre for that purpose.
- (b) However, an Actor may agree in a rider to his/her contract to alternate performances with another Actor. Notice that a role is being performed by more than one (1) Actor must be stated in the program and the Actor performing must be properly identified. If such notice is not included in the printed program, then any change of cast must be announced with (2) above.

10. PROPERTY.

(A) Emerson Stage shall reimburse the Actor for all loss and/or damage to his/her property used or to be used in connection with a production or productions, except that, if Emerson Stage 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, Emerson Stage shall be liable for loss and/or loss and/or damage only if said personal valuable, jewelry,, and/or cash are given to Emerson Stage or its agent for safe-keeping. In this regard, the Emerson Stage agrees to provide facilities for safe-keeping of said articles, and to inform all Actors of same and of the necessity for using such facilities under the provisions of this Rule by a written notice posted on the call board.

(B) Except as above provided, Emerson Stage shall not be responsible for any loss and/or damage to the personal property of the Actor, over and above the limitations herein set forth, and whereas to such property it is the duty of the Actor if he/she desires to protect himself/herself against loss to insure the same. Upon the direct payment of any damage or loss to the Actor by Emerson Stage, Emerson Stage or the Insurer shall be subrogated to all rights of the Actor to the extent of such payment.

11. REHEARSAL, PERFORMANCE, AND OTHER WORK RELATED RULES.

(A) Work Week and Work Day.

- (1) A week shall mean from and including Monday to and through Sunday.
- (2) (a) During non performance weeks, the total work week shall not exceed thirty (30) hours, of which no more than twenty-seven (27) hours shall be allotted to rehearsal.
- (b) In the seven (7) days prior to the first paid public performance, the total work week shall not exceed forty (40) hours. The forty (40) hour work week shall fall either in the last full week of rehearsal or the week of the first paid public performance, but not both.
- (c) During combined rehearsal and performance weeks, the total work week, including but not limited to performances, rehearsals, costume calls, photographs, understudy rehearsals, and brush-up rehearsals, shall not exceed forty (40) hours. (Not subject to strike hours. See rule 16.).
- (3) Except for days when there are early student performances, the span of the work day shall not exceed twelve (12) consecutive hours.

(B) Performances.

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- (1) There shall be no more than six (6) performances in any week. Notice of the regular performance schedule and any additional performances known by the Theatre shall be posted at the Theatre's announced auditions.
- (2) (a) The Actor shall be notified of any change of the performance schedule at least two (2) weeks in advance, except in an emergency when a shorter notice period agreed to by a majority of the cast shall be permitted.
- (3) There shall be no more than two (2) performances in any day nor more than five (5) performances in any three (3) day period. The total number of hours worked on a two (2) performance day, including half-hour, shall not exceed nine (9) hours.
- (4) Notwithstanding the above, if the Actor is performing solely in local tours in any week, ten (10) performances may be given. Each such performance must be limited to a maximum on one and one-half (1 1/2) hours.

(C) Rehearsals.

- (1) On non-performance days, rehearsal shall not exceed seven (7) out of eight (8) consecutive hours. The Company shall receive no less than twelve (12) hours' notice of the span of each rehearsal day.
- (2) On one-performance days, (a) if the performance is three and one-half (3 1/2) hours or less (including half-hour), rehearsal shall not exceed two (2) consecutive hours; (b) if the performance is over three and one-half (3 1/2) hours (including half-hour), rehearsal shall not exceed one and one-half (1 1/2) consecutive hours; (c) if the performance is over four (4) hours (including half-hour), rehearsal shall not exceed 1 consecutive hour.
- (3) A six-hour rehearsal block may be utilized provided the following conditions have been met:
 - (a) Provided there has been a ¾ majority secret ballot vote by the cast at the first rehearsal, the Theatre may schedule one 6-hour rehearsal day on either Saturday or Sunday and may add two additional hours in one-hour segments for photo and/or costume calls.

There shall be one hour meal break between rehearsal and the photo/costume call unless the actor requests no break be given.
 - (b) Within the six hour rehearsal block, regular Equity breaks shall occur every 55 or 80 minutes as indicated below in Rule E (2) below.
 - (c) In addition to the secret ballot majority vote as mentioned above, approval to rehearse a straight six hour block must be obtained 48 hours in advance for each six-hour rehearsal from the Director of Production, based upon space availability.
- (4) (a) On a non-performance day during the seven (7) day period prior to the first paid public performance of a production, the Theatre may schedule two (2) days of rehearsal of ten (10) out of eleven and a half (11.5) consecutive hours for each production.

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(b) In no instance shall there be more than two (2) days of rehearsal of ten (10) out of eleven and a half (11.5) consecutive hours in any work week.

(c) The schedule permitted in paragraphs (a) and (b) above shall fall within the maximum work week of forty (40) hours where permitted (see paragraph (A)(2) above). The Company shall receive no less than twelve (12) hours' notice of the span of each rehearsal day.

(d) During tech, rehearsals must be consecutive except for a break of one (1) hour after five (5) consecutive hours of work. This break shall be reduced (or eliminated on a five and one-half (5 1/2) hour rehearsal day when permitted under paragraph (E) below.

(D) Costume Calls, Photographs and Publicity.

(1) In addition to rehearsal time, but within the maximum hours of the work week as outlined in paragraph (A) (2) above, the Theatre may schedule a combined total of no more than six (6) hours for costume and/or photo calls per production.

(2) Costume calls must be calculated in segments of no less than one-half (1/2) hour.

(E) Breaks, Rest Periods, Days Off.

(1) There shall be a break of no less than one (1) hour after five (5) consecutive hours of work, except during tech when the break shall be no less than one and a half hours. (1.5)

(2) Except during run-throughs and dress rehearsals, there shall be a break of five (5) minutes after no more than fifty-five (55) minutes of rehearsal or ten (10) minutes after no more than eighty (80) minutes of rehearsal for each member of the company. During non-stop run-throughs, there shall be a break of not less than ten (10) minutes at the intermission point (s).

(3) (a) There shall be no less than a twelve (12) hour rest period between the end of employment on one (1) day and the beginning of employment on the next day (see Rule 15 (C) (4) for Stage Manager's Breaks).

(b) Except as provided in paragraph (a) above, there shall be an eleven and a half (11.5) hour rest period between the end of employment on the day preceding the first ten out of twelve technical rehearsal. (not including the day off)

(4) There shall be a one and one-half (1 1/2) hour rest period exclusive of half-hour, between performances. The Theatre may reduce this period to not less than one (1) hour inclusive of half-hour, provided both performances are of the same play and provided a hot or cold meal is served to the cast at Emerson Stage's expense. The rest period shall be computed from the time the meal is delivered.

(5) (a) Except as provided in paragraph (b) below, there shall be two (2) scheduled full days off each week free of rehearsals and/or performances. A full day shall be twenty-four (24) hours in addition to the regular rest period required at the end of each working day. (c) Of the two (2) full days off one must occur on a weekday and one on a Saturday or Sunday except for the week prior to opening.

(b) In the last nine (9) days of technical rehearsals, performances, and strike, there will be no days off.

- (c) There shall be no call of any kind after the evening performance on a day immediately preceding the day off.

12. EATING, SMOKING AREAS.

- (A) Smoking Areas. Emerson College Campus Buildings are non-smoking. Smoking is only allowed outside of said buildings.
- (B) Eating Areas. In theatres and rehearsal areas where eating is permitted, areas shall be designated by the Theatre as eating areas, and eating shall not be permitted outside said areas.

13. SECRET VOTE.

- (A) At all meetings of the ES Equity members of the company called by the Deputy or the Stage Manager, the vote shall be by secret ballot.
- (B) Should any situation arise where the Theatre wishes the company to consider any proposition not covered by the standard ES Equity contracts of Work Practices or ES Equity rules, he/she shall notify the Deputy and the Deputy shall arrange a meeting of the cast which may be held at the theatre where the company is playing. At such meeting or meetings, neither Producer nor his representative shall be present unless so requested by a majority of the cast but not in any event when a vote is taken. Any proposed action by the cast shall not, however, be binding without the written approval of ES Equity.
- (C) The determination of the Council of ES Equity as to any issue arising under the above provision shall be final and binding upon the Theatre and each member.

14. STAGE FIGHTING.

The following regulations shall be followed whenever a production requires an Actor to engage in stage combat.

- (A) If the Fight Director or Choreographer is not present during the run of the production, a Fight Captain must be assigned.
- (B) All Actors who participate in a fight shall run through the routine prior to half-hour. Any exception to this rule shall be at the express discretion of the Fight Captain. Such run-throughs are permitted to impinge upon the regular breaks and/or hours.
- (C) Principals must rehearse fights with understudies during regular rehearsal hours.
- (D) Proper first-aid information and equipment shall be made available to the Fight Captain.
- (E) The Fight Director or Choreographer and/or Fight Captain shall consult with all other artistic personnel to achieve the optimum degree of safety.

15. STAGE MANAGERIAL STAFF (Stage Managers and Assistant Stage Managers).

- (A) Stage Managers.
 - (1) A Stage Manager shall be the individual who is assigned to and is primarily responsible for a specific production.

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(2) It is agreed that the Stage Manager's responsibilities require full time attention. The Stage Manager shall not function in areas which impinge upon the primary duties of a Stage Manager.

(3) There shall be no less than one (1) Stage Manager assigned in each company and each production must be assigned a Stage Manager who shall be primarily responsible for the stage managerial functions.

(B) Assistant Stage Managers.

(1) An Assistant Stage Manager is the individual who is assigned to assist the Stage Manager (s) on a specific production. An Assistant Stage Manager may not be assigned the primary responsibility for a production.

(C) Working Conditions for Stage Managers and Assistant Stage Managers.

(1) Whenever the Actors are called, the Stage Manager or Assistant Stage Manager shall be called. The Theatre shall not require members of the ES Equity Stage Managerial Staff to absent themselves from rehearsals or performances.

(2) A Stage Manager or Assistant Stage Manager must be present on the deck or in communication from the booth with all backstage areas during all performances, run throughs, technical rehearsals, and dress rehearsals, if feasible. Under no circumstances shall anyone other than the ES Equity Stage Manager or Assistant Stage Manager be on book calling the cues of a production.

(3) Meal breaks shall be the same intervals as for Actors, but not necessarily at the same time.

(4) The rest period between the end of employment on one (1) day and the beginning of the next shall be eleven (11) hours. During the four (4) days preceding either the first public performance or the opening but not both, the rest period shall not be less than ten (10) hours.

(5) Except as provided in paragraph (a) below, the Stage Manager and Assistant Stage Manager shall have two (2) days off each week.

(a) In the last 2 weeks of the production including rehearsals, technical rehearsals, performances,, and strike, there may be no days off.

(6) All rules for actors pertaining to rehearsals, performances, breaks, rest periods and days off, shall also be applicable to except where expressly stated otherwise. But in no case shall the Stage Manager's and Assistant Stage Manager's rehearsal and/or performance work week exceed the hours as specified in Rule 11 (A) (2).

(7) The Stage Manager or Assistant Stage Manager shall not be required to design, build, shop for, transport or hang scenery, props, lights, or costumes. Further, the operation of lights and the design and operation of sound is not a basic Stage Manager duty but may be agreed to on an individual basis.

(8) The Stage Manager of the Assistant Stage Manager shall not be required to transport any employees of the Theatre, including, but not limited to, Actors, directors, and designers, to appointments, performances, or rehearsals.

(D) Production Script.

It is agreed that it is the duty of the Stage Manager to assemble and maintain the production script required for the actual technical and artistic operation of the production and that the production script remains the property of Emerson Stage.

16. STRIKE AT END OF RUN.

All members of the Theatre are required to assist in the strike of the production until released by the Technical Director or the ES Equity Stage Manager. Any ES Equity member not remaining for strike will face disciplinary action set forth by Emerson Stage and ES Equity as stated in the Actor's contract.

17. TELEVISION, FILMING AND RECORDING.

(A) Except as provided below, there shall be no televising, broadcasting, visual and/or sound recording, motion picture filming, video taping, or other mechanical or electronic reproduction (hereinafter "REPRODUCTION") in whole or in part, of any production, including rehearsals, in which members of ES Equity have work practices under the terms of this agreement without the express permission of ES Equity and under terms and conditions established by it. This Rule shall also apply to any REPRODUCTIONS made within a period of sixteen (16) weeks following the final performance of the production.

(B) REPRODUCTION for Broadcast by a Non-Profit Educational Broadcast Station. A REPRODUCTION, in whole or in part, of a production in which ES Equity members have working practices under the terms of this agreement may be made for local broadcast by a non-profit educational broadcast station under the following terms and conditions:

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

(C) REPRODUCTION for News and Community Affairs Telecast. Subject to the conditions listed herein, a REPRODUCTION may be made of the production for use on a TV newscast review of the production, a feature story on the production contained within a TV news program, local public affairs or magazine format programs. ES Equity will view with favor and give serious consideration to media projects for the handicapped and community service programs.

(1) During a rehearsal:

(a) Filming or taping sessions shall not exceed one half (1/2) hour of the regularly scheduled rehearsal.

(b) Upon contemplation of filming or taping during a rehearsal, the Theatre shall make every reasonable effort to give the cast a twenty-four (24) hour notice.

(c) Up to three (3) filming or taping sessions may be scheduled and all stations must do their filming or taping during those three (3) sessions.

(d) If the time of filming or taping is changed, the Theatre shall notify the cast of such change and of the rescheduled time.

(2) At a Performance.

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- (a) Filming or taping may be for only one-half (1/2) hour of footage unless said filming or taping are for the sole purpose of Emerson Stage Archives.
- (b) If possible, the cast must be given twenty-four (24) hours' notice.
- (c) When cameras are going to film or tape, the cast must be given notice at the half-hour call.
- (d) No additional or altered lighting may be used. It is intended that in permitting such filming or taping, neither the Actor nor the audience shall be disturbed in any manner.

(3) Provisions Applicable to both Performance and Rehearsal:

- (a) No payment shall be required provided no payments are made to any other personnel employed in the production.
- (b) An ES Equity Stage Manager is required at every filming or taping.

(D) REPRODUCTION for Non-Broadcast Public Relations, Fund-Raising, Marketing, or Civic Promotion. Members of ES Equity performing or rehearsing in a production under the terms of this Agreement may participate in the REPRODUCTION of material for use by Emerson Stage in public relations, fund-raising, marketing, or civic promotion programs under the following terms and conditions:

- (1) The Actor must be fully advised as to the nature and purpose of such REPRODUCTION.
- (2) All REPRODUCTION must occur during regularly scheduled and allowed rehearsal or performance hours.
- (3) An ES Equity Stage Manager must be present at all REPRODUCTION sessions.
- (4) All Actors involved must be given notice at least twenty-four (24) hours prior to each performance or rehearsal that is to be reproduced.
- (5) Emerson Stage will maintain control and ownership of all material reproduced and will ensure that it is used for no commercial purposes whatsoever.

E. RERODUCTION for Educational Purposes. Filming or taping part of a rehearsal for the sole purpose of viewing the work within the rehearsal or in a classroom is permissible. No consent is needed from the Actor. It is understood the reproduction will not be used for any other reason unless the Actor gives his/her consent in writing and all rules pertaining to said Broadcast, Viewing, or Promotion are within the terms and conditions established above. The Theatre shall make every reasonable effort to give the cast a twenty-four (24) hour notice of taping session if the reproduction is to be used in a classroom outside of the rehearsal.