

Actors' Equity Association

AGREEMENT AND RULES GOVERNING EMPLOYMENT UNDER THE EQUITY/LEAGUE PRODUCTION CONTRACT

Effective Date: September 26, 2011

Expiration Date: September 27, 2015

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33. INJURY: WORKERS' COMPENSATION INSURANCE

(A) The Producer agrees to obtain and maintain Workers' Compensation Insurance Coverage for all Actors in his employ. Failure to obtain Workers' Compensation Insurance shall make the Producer individually liable to the Actor for payments equivalent to any Workers' Compensation lost. This obligation shall survive the termination of the Actor's contract of employment.

(B) **Supplemental Workers' Compensation.** The Producer agrees to provide supplemental workers' compensation, in addition to Workers' Compensation Disability benefits, through the Equity-League Health Trust Fund. The Producer's obligation to provide such benefit is met by the contributions made under Rule 30, HEALTH FUND.

34. INTIMIDATION

(A) An Actor shall not be compelled to participate in encounter groups, sensitivity sessions, or classes which Actor deems dangerous to Actor's mental health or an infringement upon Actor's mental or physical privacy.

(B) If an Actor makes claim in writing to Equity within seven days that Actor was intimidated into terminating his contract by being compelled to participate in such encounter group, sensitivity session, or class, Equity shall promptly notify the Producer. If such intimidation is acknowledged or established, the Actor shall be reinstated and shall be made whole for any loss.

(C) Neither the Producer, nor any personnel under the Producer's supervision or control, shall intentionally intimidate, harass or humiliate any Actor at any time, including, but not limited to, all communications to Actors in connection with artistic notes. However, it is understood that there is no intent to interfere with the original Director's or original Choreographer's ability to critique Actors in connection with artistic notes.

35. JUVENILE ACTORS

(A) The following special provisions shall apply to all Actors who are both under 19 years of age at the time of signing and who have not completed high school:

(1) Juvenile Actor may not be called to understudy or brush-up rehearsals which would intrude on the Actor's normal school day more than once per calendar week.

(2) Producer shall be responsible for providing services of an accredited or licensed tutor while the company is on tour and during the period of out-of-town tryout or previews at Point of Organization during the Actor's applicable school year until one week following the Official Opening at the Point of Organization. Tutors shall be required to familiarize themselves with the