

**SUMMARY OF TERMS AND CONDITIONS FOR THE NEW AEA-LORT AGREEMENT**

**Rule 50(B-G) - MINIMUM SALARIES:** Equity achieved an increase over the three years of the Agreement (rates are compounded) of 9.89% for Actors and Stage Managers in “A” Theatres; 9.28% in “B+” Theatres; 8.36% in “B” Theatres; 7.26% in “C” Theatres; and 6.2% in “D” Theatres. These rates were achieved despite LORT’s very aggressive representation of current and anticipated financial problems.

	<u>Current</u>	<u>to 3/2/03</u>	<u>to 2/29/04</u>	<u>to 2/27/05</u>
<b><u>(B) Actor</u></b>				
“A” Category	\$728	\$750	\$772	\$800
“B+” Category	\$690	\$711	\$732	\$754
“B” Category	\$646	\$659	\$679	\$700
“C” Category	\$606	\$618	\$630	\$650
“D” Category	\$500	\$510	\$520	\$531
<b><u>(C) SM/Non-Rep</u></b>				
“A” Category	\$1,055	\$1,087	\$1,119	\$1,158
“B+” Category	\$914	\$941	\$970	\$1,000
“B” Category	\$771	\$786	\$810	\$834
“C” Category	\$726	\$741	\$755	\$778
“D” Category	\$616	\$628	\$641	\$654
<b><u>(D) SM/Rep</u></b>				
“A” Category	\$1,055	\$1,087	\$1,119	\$1,158
“B+” Category	\$956	\$985	\$1,014	\$1,045
“B” Category	\$853	\$870	\$896	\$923
“C” Category	\$788	\$804	\$820	\$844
“D” Category	\$697	\$711	\$725	\$740
<b><u>(E) ASM/Non-Rep</u></b>				
“A” Category	\$881	\$907	\$935	\$967
“B+” Category	\$770	\$793	\$817	\$841
“B” Category	\$654	\$667	\$687	\$708
“C” Category	\$610	\$622	\$635	\$654
“D” Category	\$507	\$517	\$527	\$538
<b><u>(F) ASM/Rep</u></b>				
“A” Category	\$885	\$912	\$939	\$972
“B+” Category	\$828	\$853	\$878	\$905
“B” Category	\$770	\$785	\$809	\$833
“C” Category	\$671	\$684	\$698	\$719
“D” Category	\$578	\$590	\$601	\$613

**(G) Experimental Theatre (all categories):** Experimental Theatre minimums will be increased over the next three years (rates are compounded) by 11.4%.

	<u>Current</u>	<u>to 3/2/03</u>	<u>to 2/29/04</u>	<u>to 2/27/05</u>
Actor/ASM	\$383	\$402	\$414	\$427
Stage Manager	\$438	\$460	\$474	\$488

**New Rule - AHMANSON THEATRE:** The Center Theatre Group is the not-for-profit entity that governs the Mark Taper Forum and the Ahmanson Theatre. The Mark Taper Forum is an “A” category Theatre. During the term of the last Agreement, the Center Theatre Group, for the first time, produced a production in the 2,000-seat Ahmanson Theatre using the LORT contract. This has been addressed as follows:

Equity has achieved an increase over the three years of the Agreement (rates are compounded), of 48.8% in salary for Actors; 68.7% (Musical) and 45% (Dramatic) for Stage Managers; 59.8% (Musical) and 41.9% (Dramatic) for Assistant Stage Managers, as follows:

<u>Function</u>	<u>Current</u>	<u>to 3/2/03</u>	<u>to 2/29/04</u>	<u>to 2/27/05</u>
Actor	\$728	\$1000	\$1000	\$1083
SM (Musical)	\$1055	\$1646	\$1646	\$1780
SM (Dramatic)	\$1055	\$1415	\$1415	\$1530
ASM (Musical)	\$881	\$1302	\$1302	\$1408
ASM (Dramatic)	\$881	\$1156	\$1156	\$1250

If the Center Theatre Group produces a production at the Ahmanson that is intended to tour commercially after its Ahmanson run, the LORT rates applicable to the Ahmanson (see above) shall apply.

If a production moves from its Broadway engagement to the Ahmanson with fifty percent or more of the Actors, the Actors at the Ahmanson shall be employed under the LORT contract but shall receive no less than the Production Contract minimum salary.

If a Production Contract tour plays at the Ahmanson, the Production Contract will continue to apply.

**New Rule - BROADWAY DISTRICT:** Any LORT Theatre that originates a production in, moves a production to, or tours a production to, a Tony-eligible House located in the Broadway District in New York City shall be governed by the terms and conditions of the Production Contract.

[The above provision does not apply to Lincoln Center Theater, Manhattan Theatre Club, or Roundabout Theatre Company. See page 8 and following]

If a LORT Theatre establishes a theatre as a permanent home in the Broadway District that is Tony eligible, Equity and LORT shall bargain in good faith in order to reach agreement on the terms applicable for said theatre.

**Rule 13 - COMPANY CATEGORIES:** New breakpoints have been established that will move eight Theatres up one category, while only six will move down one category. This is important because the category determines minimum salary and non-professional ratios. However, remember that there is always a one-year delay in category change. Placement in the new categories will not become effective until 2003, except the Dallas Theater Center, because of financial difficulties, will not move up in category until the third year of the Agreement.

**Theatres Moving Up In Category:**

Dallas Theater Center (Arts District)	C to B
Laguna Playhouse	C to B
Meadow Brook Theatre	C to B
Pittsburgh Public	C to B
George Street Playhouse	D to C
Long Wharf (Stage II)	D to C
Northlight Theatre	D to C
Seattle Repertory (Kreielsheimer)	D to C

**Theatres Moving Down In Category:**

Coconut Grove (Adams)	B+ to B
Pasadena Playhouse	B+ to B
Alabama Shakespeare (Festival)	B to C
Center Stage (Head)	C to D
Old Globe (Carter)	C to D
Virginia Stage (Wells)	C to D

These gains do not include Lincoln Center Theater and Roundabout Theatre Company, or the addition of Manhattan Theatre Club. Substantial increases in minimum salaries achieved for these Theatres are outlined on page 8 and following.

**Rule 59 - STAGE MANAGEMENT:** Continuing our efforts to gain improvements in this area, Equity successfully negotiated the following:

Two days of pre-production for Assistant Stage Managers is required for the first time.

Tech week compensation has been increased from 1/8<sup>th</sup> of contractual salary to 1/6<sup>th</sup> of contractual salary.

In “C” and “D” companies, an ASM will no longer be able to act.

Each Chorus Musical must for the first time have an Assistant Stage Manager assigned to the production.

Should a Stage Manager and/or Assistant Stage Manager, during the time that he is under contract for a LORT production, perform services related to the transfer of that play to any other Theatre, the Stage Manager and/or Assistant Stage Manager shall be compensated no less than 1/6<sup>th</sup> of his

contractual salary for such additional services unless the Stage Manager and/or Assistant Stage Manager is moving with the production.

We are pleased by these changes, but further improvements for Stage Managers will be a priority in the 2005 negotiations.

**Rule 5 – AUDITIONS:** The Theatre shall now have the option to have a general audition or a production specific audition on each of the already required audition days. If the Theatre chooses to have auditions for a specific production(s), the Theatre may provide the performer with sides.

Each Theatre, except “D” Theatres outside a 200-mile radius of New York, Chicago, and Los Angeles, must hold one of the required audition days in the Theatre’s regional Equity office city.

Considerable discussion was held about how to make auditions more meaningful to both our members and the Theatres. Both sides believe that an amendment to allow Theatres to audition for a specific production(s) is a vast improvement.

Additional Provisions for Equity Principal and Chorus Performers

1. When auditions are held, the Theatre shall provide:
  - (a) A room other than the audition room, which shall have seats and open space where the Actor may wait and/or warm up for the audition.
  - (b) An audition room, changing room and/or waiting room, properly lighted, ventilated and heated (when necessary) during inclement or cold weather to at least 68 degrees F.
  - (c) Bathroom facilities must be available to performers waiting to audition.
  - (d) Where the Theatre has exclusive control of the interview, audition or waiting room, smoking shall not be permitted.
2. Liability Insurance. The Theatre shall provide liability insurance to cover all Actors at Equity auditions and interviews.

**Rule 50(J)(3) - PER DIEM:** Equity achieved an increase from \$40.00 to \$45.00. This increment remains \$45.00 for the term of the Agreement. Please be reminded that in addition to per diem, the Theatre must continue to provide free housing on tour.

**Rule 46 - REHEARSALS AFTER OPENING:** To address the concern that Actors were being rehearsed for subsequent, commercial productions while employed under a LORT contract, Equity negotiated overtime payments for rehearsal when a commercial producer holds the rights to transfer the Theatre’s production. In this circumstance, any rehearsal utilized after the official opening for the purpose of revision will require payments equal to double the overtime rate.

When a production transfers to a commercial theatre within nine months of the closing performance, any rehearsal held after the official opening for the purpose of revision will require retroactive payments equal to double the overtime rate, less any prior payments already made for said rehearsals.

Equity has long sought to achieve benefits for our members when there are pre or post-commercial interests in a LORT production. This is a very good first step for such Actors.

**Rule 32(H) - DANCE CAPTAIN:**

<b>Musical:</b>	<u>Current</u>	<u>to 3/2/03</u>	<u>to 2/29/04</u>	<u>to 2/27/05</u>
“A” Category	\$112.50	\$120	\$125	\$130
“B+” Category	\$97.00	\$105	\$110	\$115
“B” Category	\$90.00	\$95	\$100	\$105
“C” Category	\$60.00	\$65	\$70	\$75
“D” Category	\$45.00	\$50	\$55	\$60

<b>Dramatic:</b>	<u>Current</u>	<u>3/3/02 to 2/27/05</u>
“A” Category	\$75	\$80
“B+” Category	\$65	\$70
“B” Category	\$60	\$65
“C” Category	\$40	\$45
“D” Category	\$30	\$35

**Rule 27 - HEALTH CONTRIBUTIONS:**

	<u>Current</u>	<u>to 3/2/03</u>	<u>to 2/29/04</u>	<u>to 2/27/05</u>
“A,” “B+,” “B,” “C”	\$92	\$97	\$102	\$107
“D”	\$85	\$90	\$95	\$100

Equity achieved its highest dollar increase in health contributions since 1992. The increases are 16.3% for “A,” “B+,” “B,” and “C” categories and 17.6% for the “D” category over the term of the Agreement (rates are compounded).

Nonetheless, the Council was very disappointed that the rates achieved were far below the actuarial requirements and the contributions of most of our other national collective bargaining agreements. Indeed, the Council asked the negotiating team to seek further increases from LORT. This initiative was unsuccessful. Substantial improvements in health payments will be a priority in the 2005 negotiations.

**Rule 69 - VACATION:** After many attempts to modify the vacation rule so that all weeks of an Actor’s employment at a particular Theatre count toward his vacation accrual, Equity was finally successful. An Actor engaged under two or more employment contracts shall accrue one day’s vacation for each eight-week period during the first sixteen weeks of employment and one day’s vacation for each four-week period thereafter.

**Rule 56 - SICK LEAVE, ILLNESS, AND BEREAVEMENT:** This new provision will entitle an Actor to take up to three days of unpaid leave for a medical emergency that involves a member of the Actor’s immediate family (spouse or domestic partner, parent, sibling, child, mother-in-law, father-in-law). Actor shall be required to explain the medical emergency to the Theatre.

Theatre shall make best efforts to allow an Actor to take up to three days of unpaid leave for a wedding or graduation for a member of Actor's immediate family. The issue of best efforts shall not be arbitrable.

**Rule 32 - MUSICAL PRODUCTIONS (“C” & “D” Categories):** In order to encourage more musicals in “C” and “D” Categories (the Theatres least able to afford them), the required number of chorus contracts will be reduced by two (8 to 6 in “C” and 6 to 4 in “D”). The limitation of no more than 50% of the chorus being non-professionals is also suspended for the term of the Agreement. The hope is that these smaller Theatres will now be able to do more musicals thus creating more jobs. In exchange, a freestanding ASM is for the first time required for chorus musicals in these Theatres.

This rule is an experiment and will come out of the Book prior to the expiration of the Agreement.

**Rule 33(E) - ACADEMIC THEATRES:** Although this was LORT's proposal, both Equity and LORT believe this is a fair way for students to make an appropriate transition into the profession.

The following additional University-connected Theatres may use four matriculated students each season in age-appropriate roles: ACT, Cincinnati Playhouse, Cleveland Play House, Dallas Theater Center, George Street Playhouse, Georgia Shakespeare Festival, Guthrie Theater, Repertory Theatre of St. Louis, Shakespeare Theatre, Studio Arena, and Theatre Virginia. This now makes a total of 26 Academic Theatres.

Each Academic Theatre will notify Equity in advance of engaging any student(s) under this provision.

Each Academic Theatre guarantees that the average annual Equity work weeks for the preceding three seasons shall be maintained in the season in which the students are engaged. Should the total work weeks for the season drop:

- (a) 1-5% below the average annual Equity work weeks for the preceding three seasons, the Theatre will forfeit its right to use one of the four students for the following season.
- (b) 5.1-10% below the average annual Equity work weeks for the preceding three seasons, the Theatre will forfeit its right to use two of the four students for the following season.
- (c) 10.1-15% below the average annual Equity work weeks for the preceding three seasons, the Theatre will forfeit its right to use three of the four students for the following season.
- (d) More than 15% below the average annual Equity work weeks for the preceding three seasons, the Theatre will forfeit its right to use any of the students for the following season.

**Rule 61 - TAPING AND FILMING:** Equity agreed, in response to LORT's need to create a videotape of the entire production for grant applications, the Theatre shall submit to Equity a request to make such a videotape, along with a copy of the submission guidelines requiring the entire tape by the grant-making institution. Upon written approval from Equity, a copy of the archival tape may be used for this purpose or an additional taping of the production may be permitted. In either event, the tape must be marked “For grant purposes only,” “May not be duplicated,” and must include the Equity logo along with the identification that the Actors appearing on the tape are members of

Actors' Equity Association. All appropriate measures will be taken by the Theatre to ensure that there is no reproduction of the tape. These measures shall include, but are not limited to, encoding, scratching and/or a message every 20 minutes on the tape that it is "For grant purposes only."

When a Dance Captain is required to do any work in connection with a TV or radio commercial, the Theatre shall pay no less than the AFTRA or SAG minimum for such work (provided the Dance Captain is not otherwise compensated as an Actor).

The Theatre may make an audio recording for the sole purpose to assist sign language interpreters.

Under no circumstances, may any recorded material be used for any commercial or non-commercial purpose except as expressly provided herein without the written consent of Equity and pursuant to terms established by Equity.

**Rules 32 & 46 - TECHNICAL RUN-THROUGH:** In the interest of protecting the Actors' safety, the Theatre shall conduct prior to the first public performance an on-stage full dress, full tech, non-stop run-through of the entire play, including intermissions.

If, due to unforeseen circumstances, the tech-dress rehearsal cannot be achieved, the Theatre shall ensure that all aspects of the production that might endanger the Actor are rehearsed. The Theatre shall also make an announcement from the stage prior to the beginning of the performance that there may be a need to stop.

**Rule 49- RAKED STAGES:** Before the construction of any raked stage, where the incline will be greater than  $\frac{3}{4}$ -inch per foot, the Theatre shall promptly notify Equity in writing of such plans and provide such information as Equity may reasonably request. This new rule will now provide the opportunity for Equity to address concerns with raked stages prior to their use.

It is understood that when a Theatre is utilizing a set from a prior production, said notice may not be possible and the Theatre agrees to notify Equity as soon as a determination is made that such set will be utilized.

When a raked stage of greater than  $\frac{3}{4}$ -inch per foot is used, an instructor, such as a physical therapist, sports therapist, or other qualified instructor, will give instructions to the cast, prior to opening, as to how to perform on the raked stage in order to minimize the risk of injury.

**Rule 46(D) - PUBLICITY:** An Actor may not be required to make personal appearances/interviews or attend publicity events. If an Actor appears in costume and make-up outside of the regular rehearsal hours, the Actor shall be paid overtime. If an Actor is asked to perform as part of a personal appearance under the jurisdiction of AFTRA/SAG, the Actor shall be paid no less than the applicable AFTRA/SAG minimum.

**Rule 28 - HOUSING:** The Theatre shall use best efforts to provide a portal/hook-up for Internet access. Where possible, this will be a phone jack in the Actor's housing. Otherwise, the Theatre will attempt to provide such access at the theatre during hours when the Actor is not in rehearsal or performance.

**Rule 63 - TOURS:** While the Actor is on tour, it shall be the Theatre's responsibility to (1) continue to maintain housing or (2) provide for safe storage of the Actor's belongings, up to the Baggage limitations required (Rule 6), in the Theatre's resident city. Said belongings shall be accessible to the Actor during regular business hours upon any return to the resident city during the tour provided the Actor gives the Theatre reasonable advance notice. At the Actor's request and prior to the commencement of the tour, the Actor's belongings shall be shipped to the Actor's home at the end of the Actor's engagement at the resident Theatre.

**DURATION:** This Agreement shall expire on February 27, 2005.

**ROUNABOUT THEATRE COMPANY**

**American Airlines Theatre and Studio 54:** The following terms and conditions as noted below shall apply to Roundabout Theatre Company (RTC)—American Airlines Theatre and Studio 54. (All other terms and conditions not inconsistent with this section shall be in full accordance with the LORT Agreement governing "A" category Theatres.)

**(A) Minimum Salaries**

Equity has achieved an increase over the three years of the Agreement (rates are compounded) of 57% for Actors; 94.7% (Musical) and 67.4% (Dramatic) for Stage Managers; 82.9% (Musical) and 62.3% (Dramatic) for Assistant Stage Managers, as follows:

(1) During the 18-week subscription run for a musical, the 15-week subscription run for a play at the American Airlines Theatre and the 12-week subscription run at Studio 54, the following rates shall apply:

<u>Function</u>	<u>Current</u>	<u>to 3/2/03</u>	<u>to 2/29/04</u>	<u>to 2/27/05</u>
Actor	\$690	\$1000	\$1000	\$1083
SM (Musical)	\$914	\$1646	\$1646	\$1780
SM (Dramatic)	\$914	\$1415	\$1415	\$1530
ASM (Musical)	\$770	\$1302	\$1302	\$1408
ASM (Dramatic)	\$770	\$1156	\$1156	\$1250
Swing*	\$690	\$1000	\$1000	\$1083

\*There shall be one full swing of each gender for every Chorus musical production, provided no fewer than one Actor of each gender is in the Chorus.

(2) Musical Production increments shall be paid at LORT "A" rates.

(3) No non-professionals shall be employed at Studio 54.

**(B) Extensions**

(1) Should a production at the American Airlines Theatre or Studio 54 be extended beyond the above-noted subscription runs, the following minimum salaries shall apply.

These salaries reflect the Production Contract minimums through 6/27/04 and the final year represents a 4% increase over the previous year.

<u>Function</u>	<u>to 6/30/02</u>	<u>to 6/29/03</u>	<u>to 6/27/04</u>	<u>to 2/27/05</u>
Actor	\$1252	\$1302	\$1354	\$1408
SM (Musical)	\$2057	\$2139	\$2225	\$2314
SM (Dramatic)	\$1769	\$1839	\$1913	\$1990
ASM (Musical)	\$1627	\$1693	\$1760	\$1830
ASM (Dramatic)	\$1445	\$1503	\$1563	\$1626
Swing	\$1252	\$1302	\$1354	\$1408

(2) Musical Production increments:

Chorus Playing Principal Part	\$ 37.50
Chorus Playing Chorus Part	\$ 20.00
Understudy for Principal Part	\$ 33.00, plus 1/8 <sup>th</sup> per performance
Understudy for Chorus Part	\$ 15.00
Dance Captain (Musical)	\$250.00
(Dramatic)	\$150.00
Swing	\$ 70.00

(3) Health Benefits

After the subscription run of the production at the American Airlines Theatre and Studio 54, Roundabout Theatre Company agrees to pay, in addition to Supplemental Workers Insurance, the following health rates:

<u>3/4/02-3/2/03</u>	<u>3/3/03-2/29/04</u>	<u>3/1/04-2/27/05</u>
\$104	\$116	\$128

(4) 401(k)

The Theatre's contribution to the Equity Pension Trust Fund shall be reduced from 8% to 6% of the Actor's salary and the Theatre shall contribute 3% of all salary received by Actor up to a maximum of \$5,500 to the Equity-League 401(k) Trust Fund on behalf of each Actor. Although the Pension contribution is being reduced, the Actors' future Pension benefits will not be reduced.

(5) Sick Leave

Should a production be extended beyond its originally scheduled engagement, all unused sick leave shall be carried forward, and if used during the extension, shall be paid at the then prevailing contract rate.

Beginning with the first day of the extension, the Actor shall earn one performance of sick leave for every four weeks of employment. There shall be no limitation on the accumulation of such sick leave for Actors who are eligible. In the event the Actor must use such sick leave, Actor shall suffer no deduction of contractual salary so long as Actor uses the number of performances Actor has accumulated.

Upon the termination of the Actor's employment, sick leave accumulated under the extension, not to exceed 11 performances per year of employment, shall be paid to the Actor on the basis of the applicable minimum salary for the Actor's classification.

Actors who earn in excess of the Stage Manager's applicable minimum salary per week, but not more than \$2,500.00, shall be entitled to one performance of sick leave for each four weeks of employment, provided that the payment of such sick leave shall not exceed 1/8<sup>th</sup> of the Stage Manager's applicable minimum salary for each performance lost. These Actors shall not be paid for unused sick leave.

Actors earning in excess of \$2,500.00 per week, but not more than \$3,500.00, shall earn one performance of sick leave for each four weeks of employment, up to a cap of four performances of sick leave per year, provided that the payment for such sick leave shall not exceed 1/8<sup>th</sup> of the Stage Manager's applicable minimum salary for each performance lost. These Actors shall not be paid for unused sick leave.

Actors earning in excess of \$3,500.00 per week shall not be entitled to sick leave.

If an Actor's salary increases during the course of an Actor's employment so that the Actor no longer accrues sick leave, the Actor may still utilize any previously accrued sick leave.

**(C) Tony-eligible Theatre**

When a production originates in or is transferred to a Tony-eligible House, RTC shall pay the rates identified in (B)(1-5) above.

**(D) Stage Managers and Assistant Stage Managers**

There shall be a dedicated Stage Manager and Assistant Stage Manager for each production.

**(E) Auditions**

RTC shall conduct one day of EPAs for each production, prior to agent submissions, provided the production has not been pre-cast. "Pre-cast" is defined as offers made. Sides will be provided.

**(F) Experimental Theatre**

If an Actor is engaged in a production under the Experimental Theatre contract for four weeks or more, and within a period of three years following the close of the experimental theatre production, RTC produces the play on the Theatre's main stage or under any other standard Equity contract, RTC agrees to make a bona fide offer to the Actor to continue in the same role or function. RTC agrees to pay to any Actor not receiving a bona fide offer to perform his role or function an amount equal to three weeks' minimum salary under said subsequent Equity contract, except that a bona fide offer to an Actor who performed the role or function for at least three weeks hereunder shall relieve the Theatre from any obligations to offer or compensate any other Actor who performed the same role or function in the production hereunder.

Equity and RTC agree that any and all obligations due to Actors in connection with subsequent employment pursuant to this section, Experimental Theatre, shall be paid out of the Equity-LORT Subsidiary Rights Trust Fund.

This is a significant achievement that Equity has sought to accomplish over the last two Contract negotiations.

**(G) Vacation**

(1) Provided the Actor has been engaged for 16 weeks or more during the originally scheduled run or subscription run of a production, he shall accrue vacation at the rate of one day for each six weeks of employment. The Actor shall accrue an additional day's vacation if he has been employed for at least half of the six-week period.

(2) When a production is extended or converts from the LORT Contract, all vacation accumulated prior to the extension/conversion shall be paid to the Actor on the basis of the applicable pre-extension contractual salary up to a maximum of \$2,000 per week.

(3)

(a) Beginning with the first day of the extension/conversion, or if the production originates in a Tony-eligible House, the Actor shall accrue vacation pay at the rate of 4% of contractual salary received, up to a maximum of 4% of either the Stage Manager's applicable minimum salary per week or 4% of \$2,000, whichever is greater.

(b) If the production originates in a Tony-eligible House, or beginning with the first day of the extension/conversion, for each six months of the Actor's employment, the Actor shall be entitled, subject to paragraph (3)(c) below, to a one-week vacation at Actor's option in multiples of one-week increments. If Actor chooses to take the vacation, Actor shall receive, in lieu of contractual salary, the accrued vacation pay specified in (3)(a) above. If Actor chooses not to take the vacation, Actor shall receive, in addition to contractual salary, the accrued vacation pay specified in (3)(a) above.

(c) When the Actor's contract terminates, Actor shall receive all accrued vacation pay, at the applicable rates, that has not been previously paid.

(4) Notice of Vacation. The Actor shall give the Theatre not less than five weeks' notice of the date of Actor's intended vacation, which date shall be approved or disapproved in writing by the Theatre within one week thereafter.

(5) Replacement. An Actor engaged to replace an Actor on one week's vacation may be signed to a one-week contract. This contract shall clearly set forth that the engagement is limited to one week only.

(6) In the event that a production extends or converts from a LORT Contract prior to the 16<sup>th</sup> week of employment, the Actor shall accrue vacation at the rate of one day for each six weeks of employment for the first 16 weeks of employment, and an additional day's vacation if he has been employed for at least half of the six-week period. Vacation shall be paid to the Actor on the basis of the applicable contractual salary up to a maximum of \$2,000 per week.

Beginning with the 17<sup>th</sup> week of employment Actor shall accrue vacation pay at the rate of 4% of contractual salary received to a maximum of 4% of either the Stage Manager’s applicable minimum salary per week or 4% of \$2,000 per week, whichever is greater.

**(H) Gramercy Theatre/American Place Theatre**

(1) Productions at the Gramercy Theatre shall be categorized LORT “B+.”

(2) Productions at the American Place Theatre shall be independently categorized pursuant to Rule 13 - Company Categories of the Agreement and Rules Governing Employment in Resident Theatres.

**(I) Non-Pros**

Effective February 28, 2005, there shall be no non-professionals at any of the RTC’s stages!

**LINCOLN CENTER THEATER**

**Vivian Beaumont Theatre:** The following terms and conditions as noted below shall apply to Lincoln Center Theater (LCT)—Vivian Beaumont. (All other terms and conditions not inconsistent with this section shall be in full accordance with the LORT Agreement governing “A” category Theatres.)

**(A) Minimum Salaries**

Equity has achieved an increase over the three years of the Agreement (rates are compounded) of 48.8% for Actors; 68.7% (Musical) and 45% (Dramatic) for Stage Managers; 59.8% (Musical) and 41.9% (Dramatic) for Assistant Stage Managers, as follows:

(1) During the originally contracted run at the Vivian Beaumont Theatre, the following minimum salaries shall apply:

<u>Function</u>	<u>Current</u>	<u>to 3/2/03</u>	<u>to 2/29/04</u>	<u>to 2/27/05</u>
Actor	\$728	\$1000	\$1042	\$1083
SM (Musical)	\$1,055	\$1646	\$1711	\$1780
SM (Dramatic)	\$1,055	\$1415	\$1471	\$1530
ASM (Musical)	\$881	\$1302	\$1354	\$1408
ASM (Dramatic)	\$881	\$1156	\$1202	\$1250
Swing*	\$728	\$1000	\$1042	\$1083

\*There shall be one full swing of each gender for every Chorus musical production, provided no fewer than one Actor of each gender is in the Chorus.

(2) Musical Production increments shall be paid at the LORT “A” rates.

**(B) Extensions**

(1) Should a production at the Vivian Beaumont Theatre be extended beyond its originally contracted run, the following minimum salaries shall apply. These salaries reflect the Production Contract minimums through 6/27/04 and the final year represents a 4% increase over the previous year.

<u>Function</u>	<u>to 6/30/02</u>	<u>to 6/29/03</u>	<u>to 6/27/04</u>	<u>to 2/27/05</u>
Actor	\$1252	\$1302	\$1354	\$1408
SM (Musical)	\$2057	\$2139	\$2225	\$2314
SM (Dramatic)	\$1769	\$1839	\$1913	\$1990
ASM (Musical)	\$1627	\$1693	\$1760	\$1830
ASM (Dramatic)	\$1445	\$1503	\$1563	\$1626
Swing	\$1252	\$1302	\$1354	\$1408

(2) Musical Production increments:

Chorus Playing Principal Part	\$ 37.50
Chorus Playing Chorus Part/	\$ 20.00
Understudy for Principal Part	\$ 33.00, plus 1/8 <sup>th</sup> per performance
Understudy for Chorus Part	\$ 15.00
Dance Captain (Musical)	\$250.00
(Dramatic)	\$150.00
Swing	\$ 70.00

(3) Health Benefits

For the extended part of the run of the production, LCT-Vivian Beaumont agrees to pay, in addition to Supplemental Workers Insurance, the following health rates:

<u>3/4/02-3/2/03</u>	<u>3/3/03-2/29/04</u>	<u>3/1/04-2/27/05</u>
\$104	\$116	\$128

(4) 401(k)

For the extended part of the run, the Theatre's contribution to the Equity-League Pension Trust Fund shall be reduced from 8% to 6% of the Actor's salary and the Theatre shall contribute 3% of all salary received by Actor up to a maximum of \$5,500 to the Equity-League 401(k) Trust Fund on behalf of each Actor. Although the Pension contribution is being reduced, the Actors' future Pension benefits will not be reduced.

(5) Sick Leave

Same as Sick Leave for Roundabout Theatre Company (see page 9).

**(C) Tony-eligible Theatre**

(1) When a production originates in or is transferred to a Tony-eligible House, LCT shall pay rates identified in (B)(1-5) above.

(2) From the first day of employment at the Tony-eligible House, the Theatre's contribution to the Equity-League Pension Trust Fund shall be reduced from 8% to 6% of the Actor's salary and the Theatre shall contribute 3% of all salary received by Actor up to a maximum of \$5,500 to the Equity-League 401(k) Trust Fund on behalf of each Actor. Although the Pension contribution is being reduced, the Actors' future Pension benefits will not be reduced.

**(D) Mitzi Newhouse Theatre**

Productions at the Mitzi Newhouse shall be categorized LORT "B."

**(E) Stage Managers and Assistant Stage Managers**

There shall be a dedicated Stage Manager and Assistant Stage Manager for each production.

**(F) Auditions**

LCT shall conduct one day of EPAs for each production, unless the production has been pre-cast. "Pre-cast" is defined as offers made. Sides will be provided. These auditions will be in lieu of all general and local auditions.

**(G) Experimental Theatre**

If an Actor is engaged in a production under the Experimental Theatre contract for four weeks or more, and within a period of three years following the close of the experimental theatre production, LCT produces the play on the Theatre's main stage or under any other standard Equity contract, LCT agrees to make a bona fide offer to the Actor to continue in the same role or function. LCT agrees to pay to any Actor not receiving a bona fide offer to perform his role or function an amount equal to three weeks' minimum salary under said subsequent Equity contract, except that a bona fide offer to an Actor who performed the role or function for at least three weeks hereunder shall relieve the Theatre from any obligations to offer or compensate any other Actor who performed the same role or function in the production hereunder.

Equity and LCT agree that any and all obligations due to Actors in connection with subsequent employment pursuant to this section, Experimental Theatre, shall be paid out of the Equity-LORT Subsidiary Rights Trust Fund.

This is a significant achievement that Equity has sought to accomplish over the last two Contract negotiations.

**(H) Vacation**

Same as Vacation for Roundabout Theatre Company (see page 11).

**(I) MORNINGS AT SEVEN (Currently in performance in a Tony-eligible House)**

Effective the ninth week of employment, each Actor's salary shall be increased to the current Production scale.

(Note: The Actors receive their contractual salary for the first eight weeks of employment. The next eight weeks plus the six-week extension are paid at Production Scale.)

## MANHATTAN THEATRE CLUB

**Biltmore:** The Biltmore Theatre is expected to open in the Broadway District in 2003. From the first production through February 27, 2005, the following terms and conditions as noted below shall apply to Manhattan Theatre Club (MTC)--Biltmore. (All other terms and conditions not inconsistent with this section shall be in full accordance with the LORT Agreement governing "A" category Theatres.)

### (A) Minimum Salaries

(1)	Actor	\$1016
	SM (Musical)	\$1669
	SM (Dramatic)	\$1435
	ASM (Musical)	\$1320
	ASM (Dramatic)	\$1172
	Swing*	\$1016

\*There shall be one full swing of each gender for every Chorus musical production, provided no fewer than one Actor of each gender is in the Chorus.

(2) Musical Production increments shall be paid at LORT "A" rates.

(3)

(a) Effective February 28, 2005, and through February 27, 2006, MTC will pay 80% of Production Contract minimums (as achieved during the June 2004 Production Contract negotiations) at the Biltmore Theatre for the first 13 weeks of performances.

(b) Beginning with the 14<sup>th</sup> week of performances at the Biltmore Theatre, the minimum salary will not be less than the prevailing Production Contract minimum.

(c) Beginning with the 14<sup>th</sup> week of performances at the Biltmore Theatre, the Theatre's contribution to the Equity-League Pension Trust Fund shall be reduced from 8% to 6% of the Actor's salary and the Theatre shall contribute 3% of all salary received by Actor up to a maximum of \$5,500 to the Equity-League 401(k) Trust Fund on behalf of each Actor. Although the Pension contribution is being reduced, the Actors' future Pension benefits will not be reduced.

(4) Sick Leave

Same as Sick Leave for Roundabout Theatre Company/Lincoln Center Theatre (see page 9).

### (B) Tony-eligible Theatre

When a production originates in a Tony-eligible House, the production will operate under the Equity-LORT Contract for the first ten weeks of performances at not less than Production Contract minimum. Effective the 11<sup>th</sup> performance week, the production shall be converted to the Production Contract.

When a production transfers to a Tony-eligible House other than the Biltmore, the Production Contract shall be utilized from the first rehearsal at the Tony-eligible House.

**(C) Stage Managers and Assistant Stage Managers**

There shall be a dedicated Stage Manager and Assistant Stage Manager for each production at all MTC stages.

**(D) Auditions**

MTC shall conduct one day of EPAs for each production, prior to agent submissions, provided the production has not been pre-cast. "Pre-cast" is defined as offers made. Sides will not be provided.

**(E) Experimental Theatre**

If an Actor is engaged in a production under the Experimental Theatre contract for four weeks or more and, within a period of three years following the close of the experimental theatre production, MTC produces the play on the Theatre's main stage or under any other standard Equity contract, MTC agrees to make a bona fide offer to the Actor to continue in the same role or function. MTC agrees to pay to any Actor not receiving a bona fide offer to perform his role or function an amount equal to three weeks' minimum salary under said subsequent Equity contract, except that a bona fide offer to an Actor who performed the role or function for at least three weeks hereunder shall relieve the Theatre from any obligations to offer or compensate any other Actor who performed the same role or function in the production hereunder.

Equity and MTC agree that any and all obligations due to Actors in connection with subsequent employment pursuant to this section, Experimental Theatre, shall be paid out of the Equity-LORT Subsidiary Rights Trust Fund.

This is a significant achievement that Equity has sought to accomplish over the last two Contract negotiations.

**(F) Vacation**

Same as Vacation for Roundabout Theatre Company/Lincoln Center Theatre (see page 11).

**(G) City Center**

(1) MTC productions at City Center Stage I will be categorized LORT "B." MTC productions at City Center Stage II will be categorized LORT "D."

(2) Off-Broadway Theatre Transfer: If an MTC production at City Center Theatre transfers to an Off-Broadway Theatre, MTC will pay not less than the applicable Off-Broadway minimum salaries, except that the Actor's salary may not be reduced by the transfer.