



TOURING NEGOTIATIONS 2023 SUMMARY OF CHANGES

INTRODUCTION

This document is confidential and for your eyes only. Please do not share it with anyone who is not part of the ratification group.

Between Full Production, Production Tiers and SETA, there were 10 levels of touring. The new agreement now encompasses 7 levels (not tiers or categories, a new word for a new type of agreement). These 7 levels represent a compression of the previous levels. Level 1 is like Full Production, Level 2 is a new concept, Level 3 is most similar to Production Tiers, and Levels 4 – 7 are most similar to SETA categories 1 – 4. It's worth noting that Production Tiers and the bottom levels of SETA were not often used.

This document is a comprehensive summary of changes of the new Touring Agreement, expiring in 3.5 years (September 7, 2026). While most of it will affect current tours – either retroactively (like salary) or the Monday following ratification – some provisions will either go into effect later or only change for new tours. Unless noted otherwise, most provisions go into effect Monday following ratification. Staff will be working with each employer to ensure changes go into effect appropriately, and for clarity NO ONE working will see any decreases in salary.

COMPENSATION

1. **Minimum salaries increases as shown in the chart below (inclusive a 4% increase), and by 4% each year of the 3.5-year agreement (from February 6, 2023 through September 7, 2026).** As the 10 current levels of touring have condensed into 7 levels, the minimum salary at the bottom level increases by 24.6% in the first year.

- a. All Actors and Stage Managers working as of Monday following ratification shall receive the first increase, **retroactive to February 6, 2023**. The new rates are as follows:

Level	Actor Salary	SM Musical	SM Dramatic	1st ASM Musical	1st ASM Dramatic	2nd ASM Salary
1	\$2,403	\$3,950	\$3,395	\$3,119	\$2,776	\$2,607
2	\$1,850	\$3,039	\$2,613	\$2,403	\$2,136	\$2,087
3	\$1,411	\$2,318	\$1,993	\$1,832	\$1,630	\$1,591
4	\$1,149	\$1,889	\$1,623	\$1,492	\$1,327	\$1,288
5	\$996	\$1,637	\$1,406	\$1,294	\$1,150	\$1,124
6	\$920	\$1,512	\$1,300	\$1,195	\$1,062	\$1,038
7	\$850	\$1,396	\$1,200	\$1,104	\$981	\$959

- b. Additional increases in each year:

February 5, 2024 – June 1, 2025 4%
June 2, 2025 – September 7, 2026 4%

- c. Once a Level 2 – 7 tour recoups, minimum salaries increase by 17%.

NOTE: Full Production tours will move to Level 1 salaries, Tiers will move to Level 3 salaries, and tours that fall in SETA categories 1 – 4 will move respectively to Levels 4 – 7 salaries. Staff will work with each employer to ensure appropriate compensation goes into effect for all Actors and Stage Managers.

NOTE: For the Production Tiered tour that has a higher minimum salary than Level 3, they will also receive a 4% increase on their current minimum, with the same retroactivity applied.

2. **Increased increments.** Effective the Monday following ratification, the top level of touring increments increases to recently negotiated Production rates; Levels 4 – 7 also see increased rates. Some rates below are listed as percentages as they will also increase over time with salary increases.

Increment	Level 1	Levels 2	Level 3	Levels 4-5	Levels 6-7
Chorus Part	\$25.00	\$20.00	\$19.00	\$19.00	\$19.00
Understudy	\$60.00	\$50.00	\$36.00	\$36.00	\$36.00
Understudy for a Chorus Part	\$17.50	\$15.00	\$12.00	\$12.00	\$12.00
Term Contract	\$212.00	\$190.00	\$160.00	\$160.00	\$160.00
Swing	5% of min	6% of min	7.5% of min	7.5% of Level 4 min	7.5% of Level 4 min
Dance Captain	20% of min	22.50% of min	25% of min	25% of Level 4 min	25% of Level 4 min
Assistant Dance Captain	10% of min	12.50% of min	15% of min	15% of Level 4 min	15% of Level 4 min
Fight Captain	\$100.00	\$75.00	\$65.00	\$65.00	\$65.00

3. **As injuries resulting from extraordinary risk are handled as workers' compensation and/or disability claims, Extraordinary Risk provisions will no longer be part of the contract.** The monetary value of these payments was utilized in other contractual areas, and this will go into effect beginning the Monday following ratification.

NOTE: While the increment will go away, individuals' total compensation will NOT be decreased. And of course, the Field Rep department will still evaluate and address all safety risks.

4. **Overage.** On all current tours, the percentage of the Producer's share of overage that is paid to each member will remain the same (and will still increase if a tour recoups). For new tours launched after ratification in Levels 3 – 7, when the Producer makes a profit on an engagement, Actors/SMs will receive 0.25% of the Producer's share of overage before the show recoups. Once it recoups, that rate increases to 0.4%. If a tour plays New York City, no overage would be due for that engagement (though salary would increase per #8 below).

NOTE on Level 2: We agreed to this new level, without overage, with a higher minimum salary (inclusive of a built-in amount like the average weekly overage that tours have been earning), as well as a 17% increase of minimum salary if the tour recoups. The amount of competition for the venues across the country has increased in recent years (even pre-pandemic), both with non-union tours and other live events. That has made getting higher guarantees harder for Producers, and some of them are willing to take on more risk themselves (via Terms Deals) than the standard Guarantee Deals. In short, instead of being guaranteed a higher amount upfront, Producers are willing to agree to a much lower guarantee from presenters and only get more if that engagement does really well. They hope this strategy will persuade presenters to choose them over non-union and other live event producers, and in the long-term increase guarantees across the board.

5. **Benefits include an increase in the health contribution.**
- a. Producer-paid health contributions will increase for Production Tier and SETA levels as follows:
 - (A) As of the Monday following ratification:
 - i. Levels 1 + 2: \$150.00 per Actor/SM per week
 - ii. Levels 3 – 7: \$93.00 per Actor/SM per week, increasing to \$96.00 in year 2 and \$100 in year 3.
 - b. Producer-paid pension contributions of 6% stay the same as follows:
 - (A) Levels 1 and 2: Up to a maximum of \$7,500 weekly
 - (B) Levels 3 – 7: Up to a maximum of \$5,500 weekly

- c. Producer-paid 401(k) contributions stay the same as follows:
 - (A) Levels 1 and 2: 4%
 - (B) Levels 3 – 7: 3%

QUALIFICATIONS FOR USE OF LEVELS 2 - 7

6. In order to take a tour out below Level 1, the tour must qualify for each season as follows:

- a. Producer must give Equity no less than 60 days' notice and;
- b. Majority of a tour's engagements in each season must be one (1) week or less and;
- c. No engagement may be longer than four weeks unless that engagement is part of a standard subscription for that market. Such engagements require a salary adjustment (see #8a below) and;
- d. If an engagement is overseas (outside of the U.S., Canada or Mexico), then the engagement can be a maximum of eight (8) weeks and;
- e. The producer must provide Equity with financial documentation including the production budget, weekly operating budget and the financial itinerary (the terms the Producer agreed to with each venue) for that season to verify the level for which they qualify.

7. Guarantee thresholds and adjustments to determine which level the Producer can use between Levels 3 – 7.

- a. Average weekly guarantees must not exceed the figure listed below for each level in year 1, to increase 4% in each year:

Level	Effective 2/6/23	Effective 2/5/24	Effective 6/2/25
1	N/A	N/A	N/A
2	N/A	N/A	N/A
3	\$394,000	\$409,760	\$426,150
4	\$353,000	\$367,120	\$381,805
5	\$328,000	\$341,120	\$354,765
6	\$303,000	\$315,120	\$327,725
7	\$281,000	\$292,240	\$303,930

- b. The average weekly guarantee may be adjusted as follows:

- i. Cast size: If there are more or less than 22 Equity contracts on Levels 3-5 or 20 Equity contracts on Levels 6-7, the qualifying guarantee would be adjusted up or down by \$3,250 in the first year, \$3,380 in year 2, \$3,515 in year 3.
- ii. Trucking costs: The average weekly guarantee used to may be adjusted by up to 50% of the average weekly cost of trucking for the applicable booking season up to a cap of 6 trucks for the higher levels or 4 trucks for lower levels.

8. Salaries are adjusted under the following circumstances:

- a. If a tour plays longer than that market's typical subscription length, the Producer must pay additional compensation (for those additional weeks) equal to the difference between the minimum salary of that tour and the next level higher (and pay it on TOP of each Actor/SM's contractual salary).
- b. If a tour plays New York City, Actors/SMs receive the higher of Level 1 applicable salary OR their contractual salary for that engagement. Overage would not be due for that engagement. For more NYC requirements (concerning housing and per diem), see #15 below.

9. More transparency for Actors and Stage Managers via weekly settlement information. Effective with the first new engagement after ratification on Levels 3 – 7 tours, and no later than 4 weeks after each engagement, Actors and Stage Managers will receive a breakdown of the financial terms of each engagement including the gross weekly box office receipts, box office deductions, net adjusted gross box

office receipts (NAGBOR), the amount less guarantee and local presenter expenses, remaining monies, Producer's share of overage and the amount payable to each Actor and Stage Manager.

Note: Equity will continue to receive the full settlement from that engagement countersigned by both Producer and Presenter, quarterly profit loss reports and progress towards recoupment.

- 10. More plays will be able to tour.** Previously, unless a play could afford Full Production, it was almost impossible to tour without multiple concessions. Now more plays will be able to qualify. If there are fewer than 14 Equity contracts, the Producer is required to pay minimum salaries at least one level higher than the tour's original qualifying level. This will hopefully result in more workweeks for members.

AUDITIONS

- 11. Liability insurance amounts for auditions shall be clarified with information provided to Equity to be able to assist our members. Rule shall read as follows:**

Liability Insurance: The Producer shall provide liability insurance to cover all Equity performers at Equity auditions and interviews. Minimum liability insurance coverage for in-person auditions with movement shall be \$1 million per occurrence and \$2 million in the aggregate. Insurance information shall be provided to Equity upon request.

- 12. Audition material shall be limited to an amount that the Producer reasonably expects an Actor may be asked to perform and, if music must be learned, it will include a plunk track (at no cost to the Actor). Rule shall read as follows:**

(A) Principal Interviews/Auditions

(2) Equity Principal Interviews/Auditions

(e) Subsequent Equity Principal Auditions

(iv) Producer may request Actors to prepare the number of sides and songs for Equity Principal Auditions that Producer reasonably expects in good faith an Actor may be asked to perform as part of the audition, with it understood that Actor may be asked to perform additional material provided to be performed "cold" as part of an audition. If an actor is requested to learn specific audition material, including music, for an audition, Producer shall provide all such material at no charge to the actor. If music must be learned, Producer shall provide piano accompaniment and what is commonly referred to as a "plunk track" via electronic means at no cost to the actor.

(C) Chorus Auditions

(2) Equity Chorus Auditions: Chorus auditions for Equity performers shall be conducted as follows:

(e) Producer may request Actors to prepare the number of sides and songs for Equity Chorus Auditions that Producer reasonably expects in good faith an Actor may be asked to perform as part of the audition, with it understood that Actor may be asked to perform additional material provided to be performed "cold" as part of an audition.

- 13. The parties agreed to a pilot program in which pre-recorded video submissions for EPAs, in addition to in-person auditions, will be accepted. The pilot program may be modified during the CBA and will only be in effect in this contract cycle, although the parties may agree to extend it. This pilot program will not apply to ECCs, which will remain in-person under the CBA. The pilot program terms are as follows:**

The following pilot program process shall be effective through September 7, 2025, after which the terms will remain in place during the term of the CBA until such time as the parties agree to modify them. The parties will meet in anticipation of and following the end of this period to review the effectiveness and practicality of maintaining and/or modifying these terms. If the parties do not reach agreement on or before CBA expiration, this provision shall sunset and have no further effect.

For EPA/EPIs:

- a. There shall be not less than 2 days in person with 126 in-room slots.
- b. There shall be 1 day equivalent of not less than 126 via pre-recorded video submission or Zoom with confirmation provided to the Actor that the submission was viewed by an individual specified in Rule 5(A)(2)(b)(i), including the names of those that viewed the submission.

As long as Producer is meeting the minimum standards above, Producer can elect to have additional pre-recorded video or zoom (or comparable platform) submissions in all categories of auditions.

14. Replacement ECCs may be combined with other companies of the same production, but if that includes any tour on Levels 3-7, then more time needs to be added to the call allowing more people to be seen.

Chorus Replacement Calls. (1) Each musical play employing chorus performers shall be required, at least every six months after the first paid public performance, to conduct chorus replacement calls, provided, however, that (a) one of the two required chorus replacement calls per year may include auditions for multiple companies (including Broadway, tours and "sit down" productions) of the same Equity production and (b) a Broadway or Sit-Down production may combine one of its Chorus Replacement Calls with another company of the same production under a Level 3-7 tour if time is added to the replacement call. No chorus replacement call shall be required if, at such time, the show has confirmed its last engagement in three (3) months or less.

HOUSING AND PER DIEM

NOTE: *Touring Actors and Stage Managers made clear this was our top priority, and we heard you. A Producer-paid model that preserves the flexibility of opting out was imperative, and any housing model needed to include a significant increase in per diem.*

15. All tours will now share consistent terms for housing and per diem. The new model is as follows:

- a. The producer pays for company housing. If Actors/SMs choose producer-paid housing, the per diem rate to help cover food and incidentals will be:
 - i. \$64 per day; \$448 per week for single occupancy.
 - ii. \$80 per day; \$560/week for double occupancy.

10.3% increase in the first year, increasing to \$65/day (\$455/week) in year 2 and \$66/day (\$462/week) in year 3. The double occupancy rate increases 5.26% in year 1.

- b. If Actors/SMs choose to opt out of producer-paid housing, the per diem rate for housing, food and incidentals will be:
 - i. \$64 per day + the Producer's rate for that hotel, capped at \$170 per day (\$1190 per week)
 - ii. For all engagements in New York and San Francisco, and engagements of less than 4 weeks in Boston, Chicago, Honolulu, Los Angeles, Philadelphia, Toronto and Washington D.C, the opt out cap will be \$175 per day (\$1225/week)

23.2% increase in the first year, increasing to \$171/day (\$1197/week) in year 2 and \$172/day (\$1204/week) in year 3. The rate in b(ii) above will increase \$176 (\$1232/week) in year 2 and \$177 (\$1239/week) in year 3.

NOTE: *The average cost of company housing has been \$103.*

- c. Producer-paid housing will be chosen based on the language below, and when Actors and Stage Managers stay there, the goal is for them to get the loyalty points too.

The Producer will provide double or single occupancy housing accommodations, at Actor's option, and at no cost to the Actor, when Actor is more than 50 miles from Actor's Place of Residence, as outlined herein:

- All hotels must be comparable to a TripAdvisor two-star class hotel, or better.
- The Producer will make best efforts to provide hotels with interior corridors. If a hotel does not have interior corridors, the rooms provided may not be on the ground floor.
- Best efforts shall be made to provide hotels with laundry facilities, high speed internet access at no cost to the Actors, and conveniently accessible sources of food. Producer shall reasonably endeavor to provide hotels with gym facilities, microwaves and refrigerators. Equity and management are encouraged to discuss issues regarding these matters and to work together to try to meet the needs of the traveling company. In addition, if the hotel is a property that offers loyalty points, Producer will request that loyalty points be offered to Actors on a per room basis, with it understood that Producer shall not be responsible if the hotel is not able or willing to offer loyalty points on such basis or the Actors are not otherwise eligible for such points based on any rules, policies or procedures of the hotel. Should the hotel agree to provide loyalty points on a per room basis, the Actors shall be responsible for coordinating their loyalty account information with the hotel directly.
- For stays in a city of four weeks or more, the Producer shall also offer an unofficial (at the Actor's expense) second housing option that will include a kitchen, unless the official housing option already includes a kitchen.

No less than three (3) weeks prior to the engagement, the advance agent or company manager shall notify the Actor of the hotel (including information regarding grocery and restaurant options within one mile of the hotel and the Producer's negotiated room rate for single occupancy, not including taxes). In addition, a copy of the information provided to the Actor shall be sent to Actors' Equity Association. Actor shall advise the Producer, in writing, no later than two weeks after receiving the hotel information of the Actor's acceptance of Producer-provided housing, double or single occupancy, or their declining of housing and the Actor shall arrange for Actor's own accommodations. At the time of the housing election, the Actor shall notify the Producer if they are opting in for the entire engagement or identify the dates upon which they are opting into Producer provided housing. If the Actor does not advise the Producer of acceptance of housing prior to the deadline the Actor shall be deemed to have declined housing for the entire engagement. The Actor may not change their election after the deadline. Notwithstanding the foregoing, at any time prior to arrival, the Producer may change offered housing to a comparable hotel. Actors who choose to arrange their own housing may not stay in another Actor's Producer-provided housing.

- If the Actor has complied with the requirements above and does not receive accommodations, Actor's overnight rest period shall not commence until accommodations are made available. See, 55(A)(3)(b) for travel directly to the venue.
- Actors who decline Producer housing shall provide the Company Manager the address of their housing in each market prior to the engagement which shall not be shared beyond company management other than for necessary business purposes of the tour.

Due regard shall be given to obtaining such accommodations within a reasonable distance of the theatre. Such accommodations shall be clean and sanitary. When the theatre is more than one-half mile from the hotel, transportation to the theatre and return after the performance will be furnished at the Producer's expense, inclusive of ride shares. Producer may determine the minimum number of riders per ride share. Hotel accommodations must be available for each member of the cast regardless of race or ethnicity, color, sex, gender/gender identity or expression, transgender status, age, religion, national origin, disability status, marital/partnership status, caregiver status, victim of domestic violence, sexual orientation, veteran status or political persuasion or belief.

Local Information. At the commencement of each engagement on the tour (excluding "one-nighters"), Actors shall be advised where to find the following: laundry facilities, drug stores, doctors, local transportation, grocery stores, and restaurants that will be open after performances.

NOTE: *The previous system of AAA double diamond no longer exists. The negotiating team researched the new AAA levels and wanted to ensure that housing with good reviews was still included. TripAdvisor's two-star class included these hotels. While it's not a perfect system, the other elements of this contract (around interior corridors and amenities) already preclude housing options such as motels. Staff will continue to review employer housing choices.*

- d. Housing and per diem requirements for new tours in rehearsals:
 - i. Levels 1 + 2:
 - 1. If rehearsal is in Point of Organization (Producer-chosen New York, Chicago, San Francisco or Los Angeles), nothing will be due.
 - 2. If rehearsal is outside of Point of Organization, Actors/Stage Managers will receive single-occupancy per diem of \$64/day (\$448/week) in year 1, \$65/day (\$455/week) year 2 and \$66/day (\$462/week) in year 3.
 - ii. Levels 3 – 7:
 - 1. If rehearsal is in New York, Chicago, San Francisco or Los Angeles, Actors/Stage Managers will receive either the single occupancy rates above OR single-occupancy housing (Producer-paid) within reasonable commuting distance to rehearsal. Actor/Stage Manager chooses which option they prefer.
 - 2. If rehearsal is anywhere else, the standard housing and per diem rules apply when Actors and Stage Managers work more than 50 miles away from their place of residence.
- e. For engagements in New York City:
 - i. Whether as a stop on an ongoing tour or if NYC is the final stop, Producer shall provide either \$64/\$65/\$66 per diem OR single-occupancy housing for the first 4 weeks of the engagement.
 - ii. If New York City was not included on the original itinerary, the Producer must give at least three (3) months' notice of the stop to the Company. If Producer gives less notice, they are required to pay more than per (i) above. For example, if the Producer gives only 2 months' notice, the Producer will pay for the first 8 weeks of the engagement to make up for lack of notice.
- f. **Effective Dates:**
 - i. For current SETA tours, the per diem rate of \$64 goes into effect with the first new engagement following ratification. At the same time the opt out caps will increase to \$144/150 to account for that change. The new opt out caps of \$170/\$175 will go into effect no later than with the first new engagement 90 days after ratification.
 - ii. For current Production and Tiered tours, the \$138/\$144 full per diem rates will increase to \$144/\$150 (to account for the increased meals and incidentals rate of \$64) with the first new engagement following ratification, moving to the new model with Producer-paid housing (and full new opt out caps of \$170/\$175) with the first new engagement 90 days after ratification.

NOTE: *The League wanted to remove the opt-out option for housing (so they can get better deals with the hotels) and to increase the distance between housing and venue before needing to provide Actors and Stage Managers with transportation (or cover the costs). We did NOT agree to either of those changes. We did try to prioritize kitchens, but while we were open to incentivizing choosing company housing if they had kitchens, the opt out rates still needed to be increased from previous rates and the League was not in agreement. We focused on getting Producer-paid housing with higher opt out rates.*

TRAVEL AND BAGGAGE

- 16. Travel Rules:
 - a. Travel hours per day are capped at the following:
 - i. On a non-performance day, up to 10 hours
 - ii. On a 1-show day, up to 7 hours
 - iii. On a 2-show day, up to 3 hours

- b. Travel time calculation:
 - i. The counting of travel hours begins upon departure from the company hotel; hour count stops upon arrival at the company hotel in the next city.
 - ii. Travel time (air, bus and rail) does not include time lost due to accident, flight delays or cancellations, or other circumstances not within the control of the Producer or time spent going through customs/security when traveling internationally.
 - iii. Travel time to deal with traffic violations of the bus/driver, refueling or ensuring compliance of bus rules is counted as travel time.
 - iv. Each hour of travel overtime will be \$30 for all touring levels. This rate doubles if the travel is on a 2-show day.
- c. Per diem on travel days (in and out of layoff and beginning and end of tour) is 33% of the single-occupancy rate if arrival is before 4:00pm local time, or if it's after 4:00pm then per diem will be 66% of the single-occupancy rate.
- d. Assistant Stage Managers may no longer be asked to take on Company Management duties on travel days.
- e. Management will give 3 days' notice before they post the official company travel. This allows Actors/Stage Managers to research how they want to travel. Then, once management posts the company option, Actors/Stage Managers will have 24 hours to opt in or out. If an Actor/Stage Manager chooses to opt out and find their own travel, they will be reimbursed up to the cost of the Producer-provided flight option, and also separately reimbursed for baggage fees up to the Producer-provided baggage cost.
- f. Contract language for travel rules as follows:

The Actor shall travel with the company by the most comfortable and expedient form of transportation as reasonably determined by the Producer. Travel time is deemed to be consecutive and all lay-overs, except in the case of bus travel, shall be a part of travel time. The Producer shall, at Producer's own expense, transport the Actor when the Actor is required to travel, including initial transportation from Place of Residence defined in Rule 29(H) or Point of Organization to place of first rehearsal or performance away from the Point of Organization and from Point of Closing to Place of Residence or Point of Organization, at Actor's option.

Night Travel. Night travel shall be deemed to be travel between the hours of 10:00 p.m. and 6:00 a.m. and shall only be permitted with the written consent of Equity, which shall not be unreasonably withheld. (See Rule 0 for special regulation regarding railroad transportation.) Application may be by letter, telephone, e-mail or FAX. Confirmation from Equity, if permission is granted, shall be in writing. Night travel shall be permitted in following circumstances without prior approval: weather or other emergencies, schedule changes due to flight delays or flight cancelations, provided that notice of such night travel shall be provided to Equity within 24 hours of such travel.

Travel Hours. The Producer shall submit to Actors' Equity Association a detailed routing of any proposed tour based on the following schedule of maximum hours and mileage per each day of travel:

Double performance days: 3 hours

Single performance days: 7 hours

Non-performance days: 10 hours*

*Note: for every 13 performance weeks (or part thereof) of itinerary, one 12 hour travel day may be scheduled on non-performance days; these 12-hour travel days may occur at any time during the itinerary (not just one per 13-performance week segment). The Producer shall give 48 hours' notice of a travel day in excess of 10 hours except in the case of circumstances outside the Producer's control, such as a lost booking.

Travel time shall be limited to 40 hours per week. Thereafter, overtime travel shall apply.

Travel Time; Calculation of. Travel time shall commence and be computed from the time the Actors actually depart from the first Actor's hotel until the time the last Actor's hotel is reached at the city of destination, such hotels being referred to in the plural to recognize Producer's option to provide more than one hotel choice, which is not required. The Actor shall be prompt for all travel calls and shall make Actor's baggage available for loading at least 15 minutes prior to the scheduled departure time. 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. If Actors are lodged at more than one hotel, the Producer, for the convenience of the Acting Company, shall schedule a pick-up at each hotel. However, upon arrival in town or at the destination, the time traveled from the last Actor's hotel to the theatre in excess of 30 minutes shall be counted as part of travel time of the Company. When a trip is made to a restaurant after arrival at the hotel and before arrival at the theatre, then the total time traveled returning from the theatre to the last hotel shall be used to compute this excess.

- (a) Travel time (including air, bus, and rail travel) shall not include time lost due to accident, flight delays or cancellations, or other circumstances not within the control of the Producer or time spent going through customs/security when traveling internationally.
- (b) Time required to deal with traffic violations of the bus driver or bus, refueling, or altering equipment on the bus to comply with comfort and safety regulations of 0 above shall be computed as travel time.

For Alaska and Hawaii, restrictions on travel hours above shall be waived. It is agreed that Actor, upon arrival, will be immediately transported to their lodging. The Actor's 12-hour rest period upon arrival shall be extended by no less than one times the amount of time traveled in excess of the hours provided above.

Actors shall execute an Equity/League Touring Agreement Overseas Rider prior to traveling outside North America.

Overtime Travel. If the applicable travel time above is exceeded, the Producer shall pay each Actor involved \$30.00/hour or part thereof. Travel overtime may be calculated in half-hour segments (and paid at one half the hourly rate per half hour or part thereof).

Overtime travel on a two performance day shall be paid at double overtime which may be calculated in half-hour segments. Payment of any overtime due shall be included with the salary payment of the week following the week during which the overtime travel occurs.

Travel Insurance - the Producer shall maintain a Travel Accident insurance policy of at least \$150,000 to cover each actor/stage manager engaged hereunder.

Air Transportation

Air travel must be on FAA certified and scheduled first-class airlines, including chartered flights on such airlines and not on non-scheduled or private airlines. The cost of baggage checked on the airline, not to exceed 50 pounds, will be borne by the Producer. See applicable rules below regarding other baggage provided for Actors.

When air travel is required, the Producer shall assume ground transportation costs between the airline bus terminal (or normal pick-up station in the city) and the airport. The Producer may designate the means of ground transportation.

Coast to coast flights will be non-stop if Actor is traveling on Actor's day off and will otherwise be limited to not more than two stops. If there are no scheduled non-stop coast to coast flights on Actor's day off, one stop will be permitted.

When air travel is required, no less than two weeks prior to the engagement, the advance agency or company manager shall advise the Actor of the flight information, including the Producer's negotiated rate for the flight. The advance agency or company manager shall provide Actor at least three (3) days' notice of the date upon which they will be providing the flight information. Within twenty-four (24) (hours) of receiving the flight information and cost, Actor shall advise the Producer of the Actor's acceptance of the Producer-provided flight, or the Actor's preference to arrange for Actor's own travel. Notwithstanding the foregoing, at any time prior to travel, the Producer may change the offered flight to a comparable flight.

If the Actor does not accept the Producer-provided flight within twenty-four (24) hours of notification to the Actor of the flight information pursuant to the above, the Producer shall be relieved of responsibility for arranging travel for the Actor. If the Actor elects to arrange their own travel, Producer shall reimburse the Actor for the costs of their travel, up to the cost of the Producer-provided flight, including taxes.

If the Actor does not accept the Producer-provided flight within twenty-four (24) (hours) days pursuant to the above, and instead elects to arrange their own flight, Producer shall reimburse the Actor for the costs of their checked baggage up to the amount paid per Actor electing to accept the Producer-provided flight.

Bus Transportation

Comfort and Safety. The Producer agrees that the bus shall be equal in comfort, condition, and safety to those used by first-class long distance bus companies, except where the bus is used for airport and local transportation. The bus driver shall obey traffic regulations, and speed and safety rules of cities and states. The driver of such vehicle must conform to the applicable federal regulations. The bus shall be in good mechanical condition and shall provide the following accommodations and safety devices which shall be in good working order:

- (a) Air-conditioning and heating;
- (b) 34 inches between seats (back-to-back in upright position), reclining seats and foot rests which shall be adjustable. In buses where wheel-wells protrude into foot space, Producer shall not assign the affected seat to Actors on a single seat basis;
- (c) Toilet facilities;
- (d) drinking water;
- (e) Separate luggage quarters;
- (f) A speedometer and odometer which must be operative at all times. If immediate attention is not given to the repair of a speedometer or odometer malfunction, Equity may require a change of bus; and,
- (g) Clean windshield and windows.

Should there be more than two mechanical breakdowns in a one month period, Equity shall have the right to require the Producer to furnish a different bus.

Comfort Stops. There shall be no smoking, vaping or e-cigarette use on the bus. On trips lasting longer than two hours, there shall be a 15-minute rest stop after the first two-hour period and every two hours thereafter. The 15-minute rest stop shall not be charged as travel time, but any time over that, if used by management for purposes other than providing sufficient time for company members to have a comfort stop and account for their return to the bus, will be charged as travel time. The time taken up by these rest stops cannot create a penalty situation.

Meal Stops. Within the first four hour travel period, there shall be a meal stop of not less than one hour. However, if arrival at the hotel can be reasonably made within the first five hours, no meal stop will be required. After this first stop, meal stops shall occur at intervals not to exceed five hours. If, however, the trip does not commence until after 12:00 noon, the first meal stop need not occur for five hours. The actual time utilized for such meal stops shall not be considered part of the travel time.

The following services shall be provided at no additional cost to the Actor:

- (a) Loading and unloading baggage onto or from the bus;
- (b) Sweeping the bus at least once a day;
- (c) Delivering the bus at least one-half hour prior to departure times for luggage loading.

The Company Manager or other representative of the Producer shall travel with the Company on the bus at all times, except in exigent circumstances.

Scenery and physical props of the company shall not be transported by the same vehicle(s) transporting Actors. Permission to travel scenery and props on the company bus in small companies shall not be unreasonably withheld by Equity. An automatic exception to this rule may be made should there be a truck breakdown. However, such exception shall not be automatically granted if breakdowns exceed three per year.

Routing. The Producer shall submit to Equity and the Actor a route sheet which shall specify places of performance, mileage between cities, and estimated hours. Said route sheet shall be submitted prior to the commencement of the tour. Subsequent route sheets shall be submitted to Equity and the Actor as bookings are arranged.

If there are two or more consecutive days of travel by bus in which any of the consecutive days are expected to require eight or more hours of travel, then on each such day for which it is expected that there will be eight or more hours of bus travel each Actor will be provided two exclusive seats on the bus.

Rail Transportation

Day coach transportation for the Company is limited to 10 hours. If the train schedule requires transportation in excess of 10 hours and after 10:00 p.m., a roomette single occupancy sleeping accommodation shall be furnished each Actor. Should the Producer present proof satisfactory to Equity that roomette single occupancy sleeping accommodations could not be obtained, Producer will negotiate with Equity accommodations or compensation in lieu thereof for the Actor.

Company Traveling as a Unit. When the Company travels as a unit, the Company Manager or other representative of the Producer shall travel with the Company at all times, shall be at Producer-provided hotel at check-in and check-out (~~the Second ASM may also be asked to assist with these functions~~), and shall be accessible to the Acting Company at all reasonable times while the Company is on tour, except in exigent circumstances.

Mail. Producer agrees to forward first-class mail, as defined as letters, official legal correspondence and medications to Actor on tour if Actor's mail is brought or sent to Producer's office. This obligation shall continue for 30 days following the close of the production.

17. Baggage Rules:

- a. The Producer agrees to carry 200 lbs. for Actors/Stage Managers on all tours, which can include one 50 lbs. checked bag and 150-lbs. trunk.
 - i. The cost of baggage transportation not to exceed 200 pounds shall be borne by the Producer, provide that: The cost of baggage transportation not to exceed 100 pounds shall be borne by the Producer for any Actor engaged for a consecutive period of four (4) weeks or less.
 - ii. The Producer may limit the amount of baggage the Actor may transport on the plane as checked baggage to one bag of up to 50 pounds. Any cost resulting from baggage being greater than 50 pounds for one bag shall be borne by the Actor.
 - iii. The Producer may provide one or more containers with a capacity of at least 150 pounds for each Actor's additional belongings, to be transported separately.
 - iv. The Producer agrees to transport at least one full-sized suitcase, plus carry-on luggage which fits in overhead luggage racks (subject to airline restrictions on carry-on hand luggage). Make-up kits and rehearsal clothes shall not be included in this limitation and may be transported separately by the Producer. In addition, the Producer agrees to arrange for shipment to and from the Actor's residence, reasonable wardrobe changes necessitated by change of seasons during a tour. The Producer shall facilitate such wardrobe exchanges up to two times per year, up to \$100 per exchange (subject to receipts). For tours that commenced prior to April 29, 2019, that are providing containers but those containers are not at least 75 linear inches, Producer shall facilitate such wardrobe exchanges up to four times per year, up to \$100 per exchange (subject to receipts).

NOTE: *In terms of suitcases, the minimum has been 1 checked bag since 2019 on both SETA and Production and this has not changed.*

- b. Access to trunks:
 - i. They will be delivered to the theatre at each location, if possible.
 - ii. Access will be given no less than at the beginning and end of each engagement, and under no circumstance will Actors/Stage Managers be without access to their trunk for more than 14 days.

Access to Containers: These containers will be delivered to the theatre at each location, if possible. Otherwise, the Actors will be provided safe and unimpeded access to these containers no less frequently than at the beginning and again at the end of each engagement, and in no event shall Actor be without access to containers for more than 14 days, space permitting. For new tours that commence after September 2019 under this Agreement, if the Producer provides one or more containers, at least one such container must be at least 75 linear inches (e.g. Contico ProTuff or similar container) for each Actor's additional belongings, to be transported separately.

NOTE: *(i) Above does mean that trunks will no longer be delivered to housing under current Production rules. Previously on SETA members could go 21 days between trunk access*

- c. Producer will reimburse expenses to transport personal luggage from home to the pick-up point, then from the drop off point to residence again up to \$100.

The Producer will reimburse the Actor for documented actual expenses incurred each way in the transportation of personal luggage from the Actor's apartment to the pick-up point and, at the conclusion of Actor's engagement, from the drop-off point to Actor's residence (subject to receipts) up to \$100.

NOTE: *This cap increased from \$40 on SETA and \$60 on Production.*

d. **Effective date:**

- i. For current Actors/Stage Managers, trunk access provisions (including no more delivery at housing for some Production tour stops) will go into effect with the first new engagement after ratification).
- ii. For Actors/Stage Managers currently on Production tours with 400 lbs. of baggage, the Producer may not require baggage reduction until at least October 15, 2023, and the Producer agrees to cover the costs of shipping excess belongings to place of Actor/Stage Manager's choosing within the U.S.

HEALTH AND WELLNESS

18. Every Actor and Stage Manager will have access and assistance with reproductive or gender affirming health care as follows:

In the event that an Actor or Stage Manager seeks to obtain reproductive or gender affirming health care that is illegal in the state in which the tour is then located or unobtainable within 60 miles of the Actor's or Stage Manager's housing, then, to the extent permitted by law and not otherwise covered by the Actor's or Stage Manager's health care coverage, the Producer will cover reasonable travel and lodging expenses for the Actor or Stage Manager to travel to receive such health care subject to presentation of receipts. Sick leave days may be used for medical procedures, including reproductive care, and necessary time off for travel purposes.

An Actor or Stage Manager seeking such health care shall notify the Company Manager with reasonable advance notice if practicable. The Producer must honor all such health care leave requests regardless of the time submitted or advance notice and may not request any written proof of services or care provided. Reimbursements will not specifically mention the Actor's or Stage Manager's health care leave choice and/or the purposes for travel. All information concerning healthcare leave must be kept strictly confidential and no information about absence will be made available to anyone, including Stage Managers.

No Actor or Stage Manager shall be subject to discrimination, retaliation, discipline or any other adverse employment action, including but not limited to changes in terms and conditions of employment, as a result of any health care choices.

19. Every member, regardless of pay, will have access to 3 days of paid sick leave beginning on the first rehearsal. Additionally, all members will receive paid sick leave and most members will be paid sick leave at their contractual salary. Previously, members earning above a threshold had no paid sick leave. The rule shall reflect the following with bolded items noted as new terms:

- a. Individuals earning up to \$150 above Stage Manager's (Musical) applicable minimum:
 - i. Earn one performance of sick leave for every four weeks of employment.
 - ii. **Up to three performances (used as days) shall be available to borrow in rehearsals,** while three more may be borrowed after the first six weeks of employment or first paid public performance (whichever is later).
 - iii. There shall be no limitation upon the accumulation of earned sick leave.
 - iv. Sick leave shall be paid at the contractual salary rate.
 - v. In June each year (or upon termination or closing), unused sick leave shall be paid out (up to 11 performances per year) at the prevailing salary at that time.
- b. Individuals who earn more than \$150 above Stage Manager's (Musical) applicable minimum salary per week, but not more than **\$5,000 for Level 1, \$4000 for Level 2, \$3000 for Levels 3 – 7** per week:
 - i. Earn one performance of sick leave for every four weeks of employment.
 - ii. **Up to three performances (used as days) shall be available to borrow in rehearsals,** while three more may be borrowed after the first six weeks of employment or first paid public performance (whichever is later).
 - iii. There shall be no limitation upon the accumulation of earned sick leave.

- iv. **There shall be no diminution of contractual salary for use of sick leave.** Payment for such sick leave shall be capped at 1/8th of Stage Manager's (Musical) applicable minimum.
- c. Individuals earning more than **\$5,000 for Level 1, \$4000 for Level 2, \$3000 for Levels 3 – 7** per week:
 - i. Earn one performance of sick leave for every four weeks of employment, up to a cap of **five four** performances per year.
 - ii. **Up to three performances (used as days) shall be available to borrow in rehearsals,** while two more may be borrowed after the first six weeks of employment or first paid public performance (whichever is later).
 - iii. Payment for use of sick leave shall be capped at 1/8th of **\$5,000 for Level 1, \$4000 for Level 2, \$3000 for Levels 3 – 7** Stage Manager's (Musical) applicable minimum.
- d. Rule 33(C)(4) shall be deleted, reflecting that regardless of any negotiated overscale, every member will receive access to paid sick leave.

Actors earning in excess of \$6,000, exclusive of Per Diem and the Media Fee, shall not be entitled to sick leave.
- e. To reflect these updates in sick leave, Rule 33(J) shall be modified to read: The parties agree to waive the provisions of the New York City Earned Safe and Sick Time Act and the New York State Sick Leave Act.

SCHEDULING & TIME OFF

20. An additional personal day will be available to everyone. The rule shall read as follows:

Actors and Stage Managers shall be entitled to take three two unpaid Personal Days in each year of employment for any reason. These Personal Days are subject to the following:
(9) The third Personal Day shall be available after 26 weeks from first paid public performance.
Thereafter, three personal days will be given in each year.

The Producer may designate up to four weeks after first paid public performance during which personal days need not be granted.

21. Per current practice, once a vacation request has been approved, the Actor/Stage Manager may not rescind the request without the Producer's approval. For example, the Producer may have already hired someone to cover the vacation.

22. Rehearsal rules were mostly the same in both SETA and Production. Besides the below modifications, all other current provisions will remain the same for rehearsals:

- a. The up to seven (7) 10 out of 12 hour days do not need to be consecutive to first paid public performances.

NOTE: This is not new for Production. Actor/SM feedback has been that spreading them out a bit more before first paid public results in more rest and recuperation.

- b. After the first paid public performance, rehearsals may be substituted for performance (as long as all rest period and days off requirements have been met).
- c. Rehearsal overtime rates will be as follows for each hour or part thereof:
 - i. Levels 1 + 2: \$46
 - ii. Level 3: \$30.50
 - iii. Levels 4 + 5: \$26.30
 - iv. Levels 6 + 7: \$22.60

- d. If an Actor or Stage Manager gets another job covered under the 4 A's, they must give notice and obtain approval from management. The performance rule shall be modified as follows:

Attendance at Rehearsal. After the Official Opening, if Actor/Stage Manager has a firm commitment of other employment on a given day under contract within the jurisdiction of the 4 A's, shall not be required to attend a rehearsal on that day provided that (a) at least one week" prior notice of the conflict with the rehearsal is provided to management and (b) the absence is approved by management. Upon request, Actor shall identify said contract employer in the 4 A's jurisdiction.

23. All tours will have the same performance rules regardless of level.

- a. When determining payments for extra performances (3/16ths), the cycles will be reviewed in 4-week cycles, meaning 32 performances can be scheduled for each 4-week period, though the first 6 weeks of performances and the end of the tour will be reviewed in 6-week/48-performance cycles.
- b. 9-show weeks are allowed without a penalty payment as long as they meet the following criteria:
- i. There are no more than 32 performances in that 4-week cycle.
 - ii. There cannot be more than two 9-show weeks back-to-back, even if they fall over different 4-week cycles.
 - iii. If there are two 9-show weeks back-to-back, there must be a 24-hour rest period between them.
- c. Without Equity's permission, 10-show weeks and/or more than 34 performances in any 4-week cycle are NOT allowed.
- d. The fine for the 3rd lateness shall be 6% of the Actor/Stage Manager's contractual salary.
- e. 6 performances in 3 days may only occur if 1/8 of contractual salary is paid to each Actor and Stage Manager

NOTE: Performance schedules are generally determined by the presenter of the venue based on subscriber expectations.

24. While layoff provisions in both SETA and Production were similar in practice, below are the terms that will apply for all tours:

- a. Up to 13 weeks in a 52-week booking season may be layoffs without compensation/benefits and per diem. If Producer qualified for the season with less than 52 weeks, this would be capped at 25% of the itinerary weeks.
- b. Up to 4 additional weeks may be layoffs without compensation, but Producer is required to pay health contributions and per diem. Vacation and sick leave continue to accrue during these weeks.
- c. Full compensation, benefits and per diem are due when any additional lay-offs beyond (a) and (b) above are scheduled.
- d. For a lost booking, 2 weeks' notice is required for a layoff to be considered unpaid and part of (a) above. If 2 weeks' notice is not given, then the Producer is required to pay health contributions and per diem, and vacation and sick leave would continue to accrue as well.
- e. If necessary for rehearsals and/or performance, the Producer is permitted to schedule up to one half-week of employment when coming out of any lay-off that is longer than one week. Such a half-week counts as one full health and per diem layoffs per (b) above and the work portion of the week paid at no less than 4/8ths of contractual salary.

25. Rest period and day off provisions for all tours will be as follows:

- a. Overnight rest provisions shall remain the same:
 - i. From end of work to call the next day:
 - 1. Actors: 12 hours
 - 2. Stage Managers: 8 hours for Levels 1+2, 10 hours for Levels 3 – 7
 - ii. From end of work to travel call the next day:
 - 1. Actors: 10 hours
 - 2. Stage Managers: 8 hours (including for load in calls)
- b. Rest when arriving in a city. There must be:
 - i. Upon arrival at the company hotel, there must be either a two-hour rest period; otherwise a meal must be provided, or \$20 in lieu of a meal. OR
 - ii. Upon arrival directly at the theatre, producer must *always provide a meal*, secure company baggage, and provide transport to hotel directly after performance or rehearsal.

During either scenario above, the rest period when arriving in town should not be less than one hour between arrival and the half hour call. If this requirement is not met, each actor and stage manager is paid one hour of double overtime.

- c. Days off:
 - i. During rehearsal:
 - 1. One day off in each calendar week if in a 6-day workweek, or two days off in a 5-day workweek.
 - 2. In the first week of rehearsal, no day off is required if rehearsals begin on or after Thursday. Before Thursday a day off is required.
 - ii. During performances:
 - 1. One day off in each calendar week is required to be free of performances and rehearsals. (Travel can occur on this day.) Days off cannot be more than 12 consecutive days apart, and if they are then 1/8th of contractual salary is due for each day beyond 12.
 - 2. Two (2) twenty-four-hour rest periods (free of travel, performances and rehearsal) shall be due for every 28 days beginning with first paid public performance. The two 24-hour periods cannot fall in the same week and still meet this requirement.
 - a. Missing one because of unforeseen circumstances means a penalty payment of one hour of travel overtime for each hour invaded, up to a cap of \$50 per occurrence. Otherwise the Producer may change call time the next day to comply with the 24 hour rest period requirement.
 - b. If travel is pre-planned in a way that prevents 24-hour rest periods, Actors and Stage Managers shall be paid \$50 for the first time in that 28-day cycle and if it happens again in that same cycle, \$150 for the second missed 24 hour period of rest.
 - c. A layoff can only count as one of the two required rest periods.

NOTE: Engagements longer than 1 week have Golden Days built into the schedule as there is less travel.

- d. Work Calls on the day after the day off:
 - i. For calls on the day after the day off (typically used for sound check and spacing at the beginning of the engagement), call time may be 2 hours before half hour for engagements of less than two weeks, and 4 hours for engagements of two weeks or more.
 - ii. A Stage Manager and/or Dance Captain may be called to audition or rehearse a replacement on the day after the day off so long as they are paid the rehearsal overtime rate for a minimum call of no less than four hours.

COVERAGE:

26. All Actors and Stage Managers working in any given performance must receive billing. The rule shall read as follows:

For Levels 1 + 2: (A) The working company for each performance shall be recognized via two (2) of the following four (4) options:

(1) Announcement of change in cast shall be made at the rise of the curtain, stating the name of the Understudy or replacement Actor and the character portrayed;

Or

(2) Such announcement shall be made in all programs or Playbills by the insertion of a printed slip stating the name of the Understudy or replacement Actor, that Understudy's or replacement Actor's biography (if required by BILLING Rule) and the character portrayed;

Or

(3) Such announcement shall be posted conspicuously, prominently and in an unobstructed manner at the entrance to the theatre at the place where tickets of admission are collected, and any other entrances where tickets are scanned or collected. Where the producer may want to post cast changes, it must carry additional signage to be used to identify potential cast changes. Such announcement shall be at least eight by 10 inches in size with the name of the part and the Actor in letters of at least one inch.

Or

(4) Such announcement shall be made available in all programs or Playbills by the insertion of a QR code to a website stating the name of the Understudy or replacement Actor, that Understudy's or replacement Actor's biography (if required by BILLING Rule) and the character portrayed.

NOTE: The intention is for QR codes to be printed in the program itself, and then the change in cast could be reflected by changing names on a website (along with 1 other option to comply with 2 of the 4 above).

For Levels 3 - 7: (A) The working company for each performance shall be recognized via one (1) of the following three (3) options:

This Rule shall apply to all Actors who play or understudy specifically identifiable characters listed in the program or Playbill. All understudies to Principal parts listed in the program or Playbill shall be listed in the program or Playbill.

(A)When an understudy takes the place of an Actor whose part listed in the program or Playbill is a specifically identifiable character or where such an Actor is replaced by another then:

Either

(1) Announcement of change in cast shall be made at the rise of the curtain, stating the name of the Understudy or replacement Actor and the character portrayed;

Or

(2) Such announcement shall be made in all programs or Playbills by the insertion of a printed slip stating the name of the Understudy or replacement Actor, that Understudy's or replacement Actor's biography (if required by Rule 6(B)(1) or (2)) and the character portrayed;

Or

(3) Such announcement shall be posted conspicuously, prominently and in an unobstructed manner at the entrance to the theatre at the place where tickets of admission are collected, and any other entrances where tickets are scanned or collected. Where the producer may want to post cast changes, it must carry additional signage to be used to identify potential cast changes. Such announcement shall be at least eight by 10 inches in size with the name of the part and the Actor in letters of at least one inch.

For All Levels:

When a Swing is performing in a track with no identifiable characters, the Swing's name shall, ~~at the producer's option,~~ be posted by one of the following means: ~~of a slider on the House Board in the lobby, electronic board in the lobby,~~ or by means of insert in the daily program. For each failure to give the notice of substitution required by this Rule, ~~except for the requirement in (D) for which there shall be no penalty under this provision or Rule 10,~~ the Producer agrees to pay the Actor whose part is played by an Understudy or another Actor and also such Understudy or other Actor, an additional sum equal to one-eighth of Actor minimum salary.

27. Chorus riders varied between SETA and Production. The following terms shall apply in the new Agreement:

- a. Six-Month Riders shall be as follows:
 - i. Levels 1 + 2: Remain the same terms as current Production provisions
 - ii. Levels 3 – 5: Remain the same as current SETA provisions
 - iii. Levels 6 + 7: Remain similar to SETA provisions, except that the Producer may choose between forms A or B.

NOTE: *Current Production Tiered tours will continue to utilize Production Tier 6 month rider with the higher increment.*

- b. The compensation for Chorus One-Year Rider has increased in exchange for a member's increased obligation to remain with the production. The following new terms apply only for Levels 1 – 5:
 - i. The weekly increment shall be increased to \$175 for Level 1, \$150 for Level 2 and \$125 for Levels 3 – 5
 - ii. If after the first six months, the Actor obtains a contract to play the part of an Onstage Principal under the Production Contract or Level 1 tour, they may give 8 weeks' notice to terminate.
 - iii. Producer may offer subsequent One-Year riders, however the Actor may choose not to accept the subsequent rider.

- iv. If neither party gives notice in the final 8 weeks, the rider converts to a Standard Minimum Contract without the increment. If the Actor gives notice, they can give it week 44 so that the contract concludes after week 52.
- v. If the Producer gives notice in the final 8 weeks, Producer will make appropriate payments under Rule 69(D).
- vi. For Levels 2 – 5, the Actor may take a leave of absence as follows:
 - 1. Up to 2 weeks for more remunerative employment (MRE) under a 4 A's contract, OR
 - 2. Up to 3 weeks for an MRE principal role on an Equity contract
 - 3. Six (6) weeks' notice must be given to take a leave. It can be given in advance of the of the 27th week as long as the effective date is after the first 26 weeks of the one-year rider.
 - 4. There may be a limit of one MRE leave granted at any period of time within the company and one leave granted per Actor per term.
 - 5. If Actor signs a subsequent one-year rider, the leave can be taken any time in that year as long as six weeks' notice is given.
- vii. One Year Riders cannot be utilized on Level 6 and 7 tours.

NOTE: Just like in the negotiations for Broadway and Sit-Downs, the League's top priorities were Short-Term Actor and One-Year Rider. We refused to agree to Short-Term Actor, and only agreed to a modified version of the Rider, to allow for MRE leaves, and to ensure it wasn't an option for the lower levels.

28. Adequate coverage includes at least 1 Swing for every 4 onstage Chorus. For any production with less than that ratio, we'll be keeping a closer eye on split tracks, Swings may incur additional payments, and we will be having conversations with the Producer about adequate coverage needs.

If, in a production employing fewer than one (1) Swing for every four (4) on-stage ensemble Actors, a Swing performs a split track (excluding setting or moving small set pieces or furniture or making entrances or exits from a scene) in more than fourteen (14) performances over the course of a thirty-two (32) performance cycle, the Swing shall receive two-eighths (2/8) of applicable Actor minimum salary, paid the week following the performance cycle. If the same Swing performs a split track (subject to the above exclusions) in more than fourteen (14) performances over the course of two (2) consecutive thirty-two (32) performance cycles, they will accrue another two-eighths. The Producer agrees to promptly meet with Equity at Equity's request to discuss swing staffing on the production.

NOTE: Unlike in SETA or Production, this new agreement will contain language that addresses what adequate (not great, but adequate) coverage looks like. We got the League to agree to this provision as a starting point in the new book.

29. Swings should not have to learn more than 10 tracks. The new provision is as follows:

A full Swing may be assigned to cover the full tracks of up to ten contracted ensemble members exclusive of specialties or parts. Although the specific tracks for which a full Swing is assigned may be altered based on the needs of the production, such alterations may not be made more than once each quarter, except that tracks may be reassigned as a result of a company member leaving the production. This provision shall not apply to Dance Captains and Assistant Dance Captains. This provision also shall not apply to productions running as of the October 16, 2019, except that such covered productions may not change the coverage assignment of a Swing currently covering 10 or fewer full tracks to more than 10 full tracks, or increase the number of coverage assignments of a Swing currently covering more than 10 full tracks. This provision does not alter any emergency swing provisions in the Agreement. For SETA productions running as of ratification of this Agreement, this provision shall not apply until September 4, 2024, at which time this provision shall apply.

NOTE: While this is already the case on all new Production and Tiered tours, there has been no limit for SETA tours. For SETA tours running as of ratification, the Producers must comply with this no later than September 2024.

- 30. Understudy coverage for principal roles shall remain the same**, meaning performing actors may cover up to three Principal roles and offstage General Understudies may cover up to five roles, with the 4th and 5th incurring payments.

NOTE: A Swing or Understudy may be asked to learn a deck SM track as one of their included tracks (if the show is already adequately covered). See #32 below for details covering in case of emergency.

STAGE MANAGERS

- 31. Stage Managers now have a new opportunity to interview for jobs under the following provision:**

At the same time as the cast list is submitted to Equity for Principal Auditions, information shall be added to the notice as to where stage managers should submit resumes for consideration for any open stage manager positions. An appropriate representative of Producer shall interview no fewer than five (5) stage managers for each EPA from the submitted resumes of qualified candidates.

- 32. Coverage for Stage Managers is now required, with specific training on a set timeline. Effective for all new tours after ratification, and for current tours as of the beginning of the next booking season:**

A non-traveling Stage Manager Cover shall be trained for each production on load-in duties (in consultation with the Production Stage Manager) and at least one full deck track no later than four (4) weeks after opening and a second non-traveling Stage Manager Cover shall be so trained no later than twelve (12) weeks after opening. The Stage Manager Cover(s) shall be compensated in accordance with the applicable Stage Manager provisions of the Agreement when training on load-in duties or running the deck track or when called to work a load-in or to run the deck track. In addition, the Producer, after consultation with the PSM, may ask one or more Swings, as one of their ten full tracks, to learn a deck track to cover in the case of an emergency. In consultation with the PSM, a General Understudy may be asked to learn a deck track as one of their up to five Understudy Roles. An Actor performing Stage Manager duties may not do so in any performance in which they are performing onstage. As payment for this assignment, the Swing or Understudy will be paid an additional \$56.25 per week in addition to their Swing or Understudy increment.

NOTE: Actors may be ASKED but NOT REQUIRED to take on any stage management coverage duties as outlined above, and if the PSM feels like it's not a good idea for that production, they have a voice in this decision as well. If anyone feels pressured, please reach out to your Business Rep!

- 33. Stage Managers may not be asked to take on Company Management/Assistant Company Management duties.** Previously, they could be asked to take on duties like assisting on travel days or with housing information.

- 34. During 10 out of 12s or load-ins, SMs will get access to meals provided to crew.**

Effective the first engagement following ratification, during 10 out of 12s and load-ins, Stage Managers will be included in any food orders or meals provided to the entirety of the traveling crew. Only persistent violations of this rule are subject to grievance and arbitration.

- 35. If a Stage Manager doesn't get a day off in a calendar week (i.e. travel, load in/out, etc.), they will either get 1/6 of salary or a comp day.**

(W) When the schedule does not provide, within a calendar week, a day off for any member of the Stage Managerial staff for any reason such as, but not limited to, travel (except as permitted for the entire company), take-out or take-in of a production, performance, rehearsal, audition and/or interview, said Stage

Manager shall either (a) be compensated at not less than an additional one-sixth of contractual salary for each such day off not available, or (b) be entitled to a compensatory day off. Company and General Management shall interface with Stage Management to determine whether there is an opportunity to take a compensatory day. If a compensatory day cannot be taken within the 32 (or 48, when applicable) performance block in which it is earned, it shall be paid out at one-sixth of contractual salary. It is understood that a day on which no company member is called will be considered a Company day off and may not be assigned as a compensatory day.

36. Load-in compensation shall be as follows:

- i. For Level 1 and 2 tours: During each week in which there is a load in, all Stage Managers working the load-in on the day after the day off shall receive an increment of not less than \$150.
- ii. For Levels 3 – 7 tours: During each week in which there is a load-in, all Stage Managers working the load-in shall receive a payment of not less than \$75 for each load in. Such payment may be incorporated into overscale arrangements.

***NOTE:** For Levels 3-7 there is no longer a cap on 2 payments per week if there are more load ins. For current Production Tiered tours, (i) shall apply through the end of the booking season for that production.*

37. The Rulebook will distinguish the term “Stage Manager” from the term “Actor” in all applicable provisions to appropriately reflect both job categories. The drafting process shall be as follows:

As part of the Production Contract drafting process, the parties agree to update the references within the Agreement of “Actor” to “Actor and Stage Manager” in those provisions where the change is not substantive and would not result in a modification to the rights, obligations or benefits of the employees or the employer based on the prevailing practice and interpretation of the provision at issue. In those instances where such a change would lead to a substantive modification in the application of the provision to either Actors or Stage Managers, the language will remain as presently stated in the CBA. To the extent that the parties have a disagreement as to the modification of the contract language and a resolution cannot be agreed upon in good faith, the language shall remain as presently stated in the CBA and the parties will reserve their respective provisions as to the application and interpretation of the provision(s).

38. All other Stage Manager provisions shall follow Production rules for Levels 1+2 and SETA for Levels 3-7. Production Tiered tours will continue to utilize Production rules through the end of the booking season.

SAFETY

***NOTE:** For anyone who voted on Production ratification, this section on Safety as well as Equity, Diversity and Inclusion provisions next should look very similar!*

39. More members will have access to Physical Therapy, and it will begin being available when the activity that necessitates it (such as extensive choreography, raked stage, aerial stunts, etc.) is rehearsed, rather than waiting until the first day in the theater. The rule shall read as follows:

For any show with extensive choreography and/or a raked stage, or for Actors required to perform extensive stage fighting, aerial stunts, access to physical therapy will be provided to the to the qualifying productions/Actors as of the first day the qualifying work is performed by the Actor in rehearsal, Equity company either Access to physical therapy will be provided at the theater or at a provider’s office at least once per week, for a period of no less than three hours of available treatment time. Requests for physical therapy in other shows will not be unreasonably denied. In locations where physical therapy is not available, the Producer will discuss with Equity what options will be reasonably available to assist the Actors.

40. Emergency evacuation plans will be reviewed in orientation meetings at each venue so that you know what to do if something happens.

41. Rehearsal time focused on safety will be required as soon as firearms are brought into rehearsal, with additional requirements, as follows:

Whenever firearm(s) are used in a production, prior to the first time the firearm is used in rehearsal, irrespective of whether it is discharged in that first rehearsal, there shall be a safety rehearsal for Stage Managers and the Actors who are on stage in the production when the firearm(s) are discharged, as well as a safety demonstration for the entire company, prior to the first paid public performance, or use of firearms on stage, whichever occurs first. Such safety rehearsal and demonstration shall be conducted by a qualified individual. Thereafter, safety demonstrations and/or instructions rehearsals will be required for all affected replacement Actors, including as well as Swings and Understudies, who may be on stage during the production when the firearm(s) are discharged, before their first use paid public performance with the firearm in rehearsal. Brush-up safety demonstrations rehearsals for Stage Managers and Actors who are on stage during the production when the firearm(s) are discharged and/or instructions shall be required at least once twice each year. Any and all modifications to firearms shall be done by a licensed gunsmith. For firearms that are not to be discharged in the production but are practical firearms that retain the capability to discharge, this provision shall apply. For prop firearms that do not have the ability to discharge, a safety demonstration and/or rehearsal shall not be required.

42. Equity and the League will meet quarterly to continue discussions on improvements for ventilation, temperature, humidity, air quality, injuries and additional physical workplace safety elements. The rule shall be clarified as follows:

To enhance existing measures concerning Actor safety, a Joint Safety Committee comprised of six (6) representatives, three (3) Producer and three (3) Equity representatives, shall meet quarterly to discuss be formed and shall meet within 90 days of ratification. In addition to other safety related matters (e.g. ventilation, temperature, humidity, air quality, injuries), including discussions on application of Rule 62, best practices to promote safety consistent with the obligations contained in this Rule 62 and the Committee shall discuss the utility as a benchmark of the standards set by the American National Standards Institute (ANSI), and shall make appropriate recommendations. If needed to achieve consensus, and/or to ensure that the parties meet regularly, Mediator Martin S. Scheinman shall be engaged to participate in the discussions. The parties to this Agreement may will enter into a side letters, as applicable, to reflect the Committee's joint recommendations, if any.

43. A new provision to address public health crises is to be added to the contract as follows:

Public Health Crisis. With any emergent public health crisis that has the potential to disrupt the theatrical industry significantly, Equity and the League shall meet to discuss best practices in preparing for and responding to the public health crisis, including vaccination, isolation periods and applicable terms, and/or other responsive measures, as may be applicable. Upon request, the Producer shall provide Equity with copies of any workplace policies implemented by the Producer.

44. As injuries resulting from extraordinary risk are handled as workers' compensation and/or disability claims, Extraordinary Risk provisions were removed from the contract. The monetary value of these payments was utilized in other contractual areas. NOTE: See #3.

EQUITY, DIVERSITY AND INCLUSION (EDI)

45. A commitment to engage with the Actor to identify a qualified and experienced technician when required hair styles may alter or risk harm to the Actor (e.g. the use of chemicals, permanents, weaves, braids, etc.), as well as a commitment to increase Producer's financial responsibility of maintenance. These provisions go into effect beginning with the first engagement following ratification.

- a. Rule 14(H)(2) The Actor may not be required to cut or change the style of Actor's hair in any way or to shave Actor's head unless Actor agrees in writing at the time of signing the contract. The Producer shall pay for the original expenses of such changes and the expense of the upkeep of said hair or hairstyle during the run of the production. In addition, should the Producer require the Actor to maintain the hair worn at the time of the signing of their contract in a specific cut or style

then the Producer shall pay the expense of the upkeep and maintenance of that cut or style during the run of the production. When the Actor leaves the production, the Producer agrees to restore the length and shape/style of hair when an Actor has been asked to grow Actor's hair out for a role.

- b. Rule 14(H)(3) If a hair style requires services that may alter or risk harm (e.g. chemical permanents, relaxers, weaves, braids, etc.) to the health and safety of the Actor, Producer will engage with the Actor to identify a qualified and experienced technician and to determine best practices for maintenance and upkeep. The Producer shall have final determination on all hair personnel engaged for the production.

46. Creation of a Labor Management Committee to address best practices for issues related to intimacy on stage and in rehearsals.

The parties agree to establish a labor-management committee to review best practices for addressing issues involving intimacy on stage and in rehearsals and such other related-issues as the members of the committee mutually agree to review. Each party shall appoint a minimum of six (6) members of the committee. The committee shall have its first meeting within forty-five (45) days of ratification and shall meet at least quarterly thereafter.

47. A commitment to recognizing gender identities and gender expressions when identifying spaces for change facilities, restrooms and showers. The following provisions are designed to address this commitment:

- a. In the Auditions rule: Separate Change facilities (not lavatories) for men and women required to dance when dancing is required. The Producer will endeavor to have the change facilities provided by the venue owner/operator designated in a way that is inclusive of all gender identities and expressions subject to the limitations of the space.
- b. In the Safe & Sanitary rule: Where more than three costume changes are required during a performance, a change room shall be maintained within two flights of the stage if space is available. Where adequate or proper space is alleged to be unavailable, such fact must be reported to the Producer and Equity by the Stage Manager ~~and verified by a Deputy~~. Where Actors are required to make costume changes in areas other than dressing rooms, Producer shall use best efforts to maintain privacy for ~~each gender in~~ Actors. Producer will endeavor to provide separate change areas in a way that is inclusive of all gender identities and expressions, as space permits, which may mean adding curtains, pipe and drape or other privacy barrier to a space.
- c. In the Safe & Sanitary rule: ~~Separate dressing rooms for male and female Actors will be provided.~~ Producer shall make reasonable efforts to offer Actors use of gendered dressing rooms as is affirming to their gender identity, subject to the limitations of the space. In addition, Producer will endeavor to provide at least one private changing space, as space permits, which may mean a separate room or adding curtains, pipe and drape or other privacy barriers to a space.
- d. In the Safe & Sanitary rule: Toilet facilities, sinks and showers shall be thoroughly cleaned at least once each day and shall be kept clean, sanitary and maintained in good working order at all times. Toilet paper must be provided. In New York City theatres, these facilities shall be on each dressing room floor except that where existing facilities are currently provided on alternate floors, additional facilities will be installed when reasonably feasible. In all other theatres they shall be on each dressing room floor where reasonably feasible. Where feasible and space permits, one single stall restroom will be made available to employees of all gender identities and expressions.
- e. In the Safe & Sanitary rule: All theatres that house musical productions shall provide ~~separate showers for men and women~~ within a reasonable distance from or within the dressing rooms. Where feasible and space permits, single stall shower(s) will be made available to employees of all gender identities and expressions.

48. The parties have agreed on updated and expanded terminology to appropriately address job categories and protected characteristics, and to enforce prevention of harassment, discrimination and bullying throughout the contract.

- a. Rule title shall change to DIVERSE AND INCLUSIVE HIRING rather than ~~CASTING~~
- b. In Diverse and Inclusive Hiring Rule: (A) Diverse and Inclusive Hiring ~~Casting~~ is defined as the casting of Actors and hiring of Stage Managers with disabilities, ~~Actors~~ of any underrepresented ethnicity (e.g. ~~including but not limited to~~ American Indian or Alaska Native, Black, African-American, Asian or Asian American, Pacific Islander, Hispanic/Latino/a/x, Native American, Middle East and North Africa (MENA), Native Hawaiian, mixed-race, and/or multicultural), ~~Actors~~ individuals over 60 and women in roles where, with respect to the casting of Actors, race, gender/gender identity, transgender status, age or the presence or absence of a disability is not germane.
- c. In Diverse and Inclusive Hiring Rule: (E)(4) It is the intent of the Producer and Equity that casting for all roles be made without bias on the basis of race, ethnicity, gender/gender identity or expression, transgender status, age, religion, national origin, disability, familial status, sexual orientation, veteran status, or political persuasion or beliefs and the parties affirm their commitment to equal employment opportunity, diversity and the elimination of discrimination in theater. In furtherance of this statement the Producer agrees that auditions for all productions and the hiring of Stage Managers will be conducted in such a manner as to provide full and fair consideration to actors of all races and ethnicities (including but not limited to American Indian or Alaska Native, Black, African- American, Asian or Asian American, Pacific Islander, Hispanic/Latino/a/x, Native American, Middle East and North Africa (MENA), Native Hawaiian, mixed-race, and/or multicultural), color, sex, genders/gender identity or expressions, transgender status, ages, religions, national origins, disabilities disability status, familial marital/partnership status, caregiver status, victim of domestic violence, sexual orientations, veteran status, or political persuasions or beliefs and shall not discriminate based upon these characteristics.
- d. In Chorus Rule: (E)(1) ~~A~~-Two full Swings (i.e., a non-performing member of Chorus who Swings all or fewer than all Chorus performing in Chorus numbers in the production) ~~of each gender~~ must be employed not later than two weeks prior to the first paid public performance....
- e. In Definitions Rule: (D) Gender. All references to "Actor" shall be deemed to refer to ~~both sexes~~ all gender identities and expressions.
- f. In Non-Discrimination, Harassment and Bullying Rule: The parties hereto affirm their commitment (i) to maintain places of employment that are free from discrimination, harassment, and bullying, as defined herein, and (ii) to the policy that employment hereunder shall be without discrimination on the basis of race or ethnicity, color, sex, gender/gender identity or expression, transgender status, age, religion, national origin, disability status, familial marital/partnership status, caregiver status, victim of domestic violence, sexual orientation, veteran status, or political persuasion or belief. Producers and Equity expect that all relationships among persons in the workplace will be conducted in a professional and respectful manner and free from harassment, bullying, race-discrimination, or sex-based discrimination in accordance with the provisions hereof. Consistent with the foregoing, and in adherence to Rule 23 and with the procedure set forth in Rule 5(E)(4) is the intention of the parties that the casting hiring of productions will be conducted in a manner which provides equal and fair consideration to all Actors-including, but not limited to the aforementioned Actors and Stage Managers.
- g. In Non-Discrimination, Harassment and Bullying Rule: (I) The parties hereto agree to continue their joint efforts toward and reaffirm their commitment to the policy of non-discrimination and to an ongoing policy of furthering the principles of equal employment opportunity. It is the desire of the parties that employment opportunities for Actors with disabilities, ethnic minorities, seniors and women be improved and that the stage reflect a multi- cultural society. In furtherance of this policy, with due regard for the requirements of and suitability for a job and with the understanding that there can be no interference with the contractual rights or artistic discretion of the Playwright, Director, or Choreographer, the Producer shall endeavor to engage Actors of all/any race and ethnicities (including but not limited to American Indian or Alaska Native, Black, African-American,

Asian or Asian-American, Pacific Islander, Hispanic/Latino/a/x, Native American, Middle East and North Africa (MENA), Native Hawaiian, mixed-race, and/or multicultural), gender/gender identity or expression, transgender status, age, religion, national origin, disability status, familial marital/partnership status, caregiver status, victim of domestic violence, sexual orientation, veteran status, or political persuasion or belief.

49. Increased mandatory training to prevent harassment and discrimination. In addition to the provisions outlined below, the parties will continue to discuss training recommendations and best practices in quarterly meetings.

In Non-Discrimination, Harassment and Bullying Rule: (D) All employers covered by this agreement ~~re-affirm their commitment to~~ shall provide mandatory anti-discrimination and anti-harassment ~~anti-sexual harassment training~~ to their respective employees on at least an annual basis and to create and maintain anti-discrimination and anti-harassment policies. Such training and policies provided shall be designed ~~so as to~~ satisfy the obligations imposed by New York City and/or New York State law.

50. The process for reporting complaints of harassment, discrimination and bullying must be clearly defined by the Producer, as per the terms below to be incorporated into the Non-Discrimination, Harassment and Bullying rule. The Producer must have a clearly designated staff person with appropriate expertise to receive and address all such reports.

- a. Title shall change to NON-DISCRIMINATION, PREVENTION OF HARASSMENT AND BULLYING from NON-DISCRIMINATION.
- b. Definition: Discriminatory conduct, harassment and bullying are strictly prohibited whether committed by supervisory or non-supervisory personnel, management, employees, or third parties.
- c. Reporting - The Producer shall designate at the start of the production individual(s) to whom allegations of prohibited conduct are to be reported and shall post their contact information conspicuously at the workplace. Employees reporting allegations of prohibited conduct may request to have union representation present, which request shall not be unreasonably denied by the Producer.
- d. Producers shall have designated Human Resources expertise suited to the size and needs of the production which shall be accessible to employees. Such Human Resources personnel shall have experience and/or training in working with and promoting a workplace that is culturally sensitive, inclusive and free from discrimination, harassment, and bullying.

51. The parties will keep working on best practices for casting notices so performers with disabilities are aware of available roles. Rule will read as follows:

When a role to be cast depicts a person with a specific disability, the Producer agrees to include this information in the casting specifications and, at the same time, to notify Equity of such specifications so that performers with similar disabilities may be informed and given an opportunity to audition for the role. The League and AEA will continue to work together to identify best practices in the posting of casting notices so that performers with disabilities are aware of available roles.

52. Race and Sex-based definitions and prohibition have been updated. New provisions under Rule the Non-Discrimination, Harassment and Bullying Rule (B) include the following:

- a. Race discrimination constitutes conduct in violation of Rule 43. Race discrimination includes, but is not limited to, treating someone unfavorably because they are of a certain race or because of personal characteristics associated with race (such as hair texture, skin color or complexion, or facial features). Race discrimination includes offensive or derogatory remarks about a person's race, jokes involving someone's race, and other verbal or written remarks or statements involving someone's race which are offensive, unwanted, or objectionable to the recipient.

- b. Sex-based discrimination constitutes conduct in violation of Rule 43. Sex-based discrimination includes, but is not limited to, treating someone unfavorably because of the person's sex, including the person's sexual orientation, gender identity, gender expression, transgender status, or pregnancy. Examples of sex-based discrimination include offensive or derogatory remarks about a person's sex, sexual orientation, gender identity, gender expression, transgender status, or pregnancy.

53. Skin parts must be properly fitted. The Clothes and Make-up rule shall read as follows:

Costumes, Producer Must Provide. The Producer shall furnish all Actors engaged hereunder with all costumes and clothes (period or modern), including wigs, hats, beards, hairpieces, tights, hose, stockings, and properly fitted footwear and skin parts. Unless otherwise necessitated by the costume design, tights, hosiery and skin parts shall be appropriate to the Actor's skin color and tone.

54. Equity and the League will continue discussing EDI issues and best practices in clearly defined required meetings (in addition to the committee to discuss intimacy above) as follows:

- c. In Diverse and Inclusive Casting Rule: Quarterly meetings will be held between Equity and the League to assure that this Diverse and Inclusive Hiring Casting policy is being observed and to monitor its implementation.
- d. In Non-Discrimination, Harassment and Bullying Rule: Quarterly meetings will be held between representatives of Equity and the League to assure that this fair employment policy is being observed and to monitor its implementation and to discuss diversity, equity and inclusion training programs.

ADDITIONAL TERMS

55. The term "Aliens" will be eliminated from the contract, and the title of Rule shall be changed to ACTORS AND STAGE MANAGERS REQUIRING VISAS ~~ALIENS~~. The rule will read as follows:

Upon notice to Equity, the Producer may engage Non-Resident Actors and Stage Managers (i.e., Actors and Stage Managers requiring visa sponsorship in the United States).

- A. No later than four weeks prior to the first day of employment, the Producer shall contribute to the Equity-League Health Trust Fund as follows:
 - 1. For employment up to 6 months (rehearsals and performance):
 - a. One advance payment equal to the health contribution at the applicable Touring Level rate due for the number of weeks required to qualify for 6 months of health coverage; and
 - b. One advance payment equal to 2 quarterly payments for health benefit premiums.
 - 2. For employment greater than 6 months and up to 12 months (rehearsals and performance):
 - a. One advance payment equal to the health contribution at the applicable Touring Level rate due for the number of weeks required to qualify for 12 months of health coverage; and
 - b. One advance payment equal to 4 quarterly payments for health benefit premiums.
 - 3. If the employment exceeds the number of weeks pre-paid, the Producer shall make a contribution to the Equity-League Trust Fund on behalf of the Non-Resident Actor or Stage Manager for each and every additional week of employment.
 - 4. All advance payments are in lieu of any weekly contributions otherwise required by this Agreement.

- B. Additional Provisions. Should the Non-Resident Actor or Stage Manager require a visa, Producer will apply for and the Non-Resident Actor or Stage Manager must qualify for the applicable employment visa and comply with the terms required therein. Equity defers to Producer regarding which visa is the most appropriate and will support Producer's decision, including providing a consultation letter of support on behalf of the Producer's petition to the U.S. Citizenship and Immigration Services for the temporary admission and employment of said non-resident individual(s) so long as the Non-Resident Actor or Stage Manager satisfies USCIS' statutory to obtain said visa on behalf of the same non-resident for subsequent productions shall follow the procedures detailed herein.

56. To provide clarity on the contract determination process, the language will be streamlined in the Contract rule to read as follows:

(a) For Tours that are based on a specific version of a musical production previously mounted under the Production Contract for which there are no changes to the production that would impact the parts determination, Equity shall furnish to the producer a copy of that prior production's parts breakdown, which shall be binding on the production.

(b) For any scheduled new musical, new adaptation of a musical production, or a musical production previously mounted under the Production Contract for which there are changes that would impact the parts determination, as soon as it is available, the Producer shall furnish to Equity the script with casting breakdowns of Principal roles and number of Chorus to be employed. Equity will then issue its preliminary determination of Principal roles and Chorus parts no later than two weeks after the Producer furnishes such script. Equity Representative(s) shall make best efforts to attend a run-through rehearsal, and within seven business days following such attendance, Equity Representative(s) and the Producer's representative(s) shall meet to review Equity's classifications and determinations in an attempt to create consensus, with the understanding that neither party's position shall be binding. Thereafter, either (i) the Producer, at Producer's election, shall provide Equity with a recording of the production or (ii) the same Equity Representative(s) or Representative(s) with similar experience shall attend a performance of the production at the mutual agreement of the parties, not to exceed one of the first ~~thirty-two (32)~~ forty performances of the production, after which they shall again meet with the Producer's representative(s) within ten business days, for the purpose of finalizing the classifications and determinations. If any disagreements remain following this second meeting, the Producer shall have the option to convene a third meeting with Equity within fourteen calendar days in order to provide the Director and/or other creative team member(s) an opportunity to express any creative, artistic, musical, and/or technical grounds to support their positions. Following agreement between Equity and the Producer on the designations of all Principal, Chorus, parts and specialties, the Producer shall notify Equity in advance of any subsequent changes and the parties shall meet to discuss and resolve any disagreements regarding the designations resulting from such changes. If the challenged designations have not been resolved following the third meeting as outlined above, the Producer may proceed to expeditious arbitration in accordance with Rule 4(C), and the Producer shall prevail if Equity's designations are found to be unreasonable.

57. The word "Deputies" and its obligations from all rules in the agreement shall be removed, while retaining the clarification that Equity has the right to maintain deputies. The Deputies rule shall read as follows:

Deputies. Equity shall have the right to designate one or more Deputies on each production, provided however, that it is recognized and acknowledged that no Deputy is or shall be an authorized agent of the Union in the Union's relations with the League or any Producer.

58. To ensure everyone is warmed up and ready to work, a new provision is added to the rule Duties of the Actor as follows:

The Actor agrees to be prompt at rehearsals and to appear at the theatre no later than one half-hour prior to the performance; to pay strict regard to make-up and dress; to perform Actor's services as reasonably directed to the best of Actor's ability; to properly care for Actor's costume and props; when required by the Producer to wear and use electronic equipment; to respect the physical property of the production and the theatre; and to abide by all reasonable rules and regulations of the Producer not in conflict with Equity Rules. Actors shall be warmed-up and ready to perform by rehearsal or top of their show.

59. Due to concern about intellectual property, the following provision will be added to the rule Exclusive Service of the Actor as follows:

Actor may not use the music, lyrics, choreography or other intellectual property (including, without limitation, the logo) of the Production in connection with any outside work.

NOTE: *While the League wanted to prevent Actors/Stage Managers from taking outside work while employed on tours, we did not agree to that.*

60. To provide additional local work to Actors, tours will be able to hire Extras in each tour stop. There are very strict limitations to this provision, shown below, ensuring local Extras will not take away jobs from touring Actors but may add more for certain productions as applicable.

Producer may employ Extras so long as the Extras comply with the following definition:

(A) **Definition.** The function of an Extra is to provide atmosphere and background only. An Extra may not be identified as a definite character, either singly or within a group and may not be required to change make-up. An Extra may, however, make a single costume change. An Extra may not be rehearsed more than two weeks before the first public performance, may not speak except *in omnes*, may not sing (except with the consent of Equity in relation to a particular play), dance, or understudy.

(B) **Auditions.** When a Producer determines to conduct auditions for Extras, such auditions shall be conducted consistent with the provisions of Rule 5(A), Principal Interviews/Auditions, provided, however, that there shall be no required minimum number of audition days, and performers may be screened for general type during the scheduled audition.

(C) **Salary and other conditions of employment.** Rehearsal and Minimum Performance Salary shall be no less than one-half Actor's minimum salary. Extras shall receive hospitalization and medical coverage.

(1) Rehearsal hours for the first two weeks after the Point of Organization opening may be the same as those for Principal Actors, as provided in Rule REHEARSALS. After said two weeks, Extras shall be paid the rehearsal overtime rate per hour for any hour or part thereof of rehearsal.

(2) Extras shall be signed on Standard Form Contracts supplied by Equity, which Standard Forms shall stipulate:

(a) A one week guarantee of salary from the date of opening of the play;

(b) A requirement of one week notice for termination of contracts.

61. The Media rules will stay the same (and are almost identical), but now if lower-level tours want access to expanded third-party capture as is currently available in the Production: Broadway and Sit-Downs Agreement, a concession request is no longer necessary. Rather, they can simply pay a higher media fee (retroactive if they opt in later). Media will be as follows:

a. Level 1 + 2:

- i. Musicals: Shall use the Production rule and pay 2.5% of applicable Actor minimum salary to all company members as a weekly increment.
- ii. Dramatic Productions: Shall use the Media Addendum for Plays but may opt into the full rule.

- b. Levels 3 – 7:
 - i. Musicals: Shall use the SETA rule and pay 2% of applicable Actor minimum salary to all company members as a weekly increment, or can opt into the Level 1+2 media rule and pay 2.5% media increment.
 - ii. Dramatic Productions: Shall use the Media Addendum for Plays but may opt into either the Levels 3-7 or 1-2 rule and pay applicable media fee increment.

62. Musical instruments owned and supplied by Actors for use in the production are considered “Actor’s property” in the Property rule, and a clarification on insurance coverage will be provided in each Actor’s contract.

The Producer shall reimburse the Actor for all loss of or damage to: (1) Actor's property, including musical instruments, used and/or to be used in connection with the play or plays covered by Actor's agreement; (2) the personal clothing worn by the Actor to the theatre and the personal clothing, personal effects, or property worn or carried by the Chorus to Chorus auditions; (3) the personal effects of the Actor, including Actor's baggage, while such property is wholly or partly in the possession, control, or under the supervision of the Producer, or under that of any of Producer's representatives, or when said property is in any theatre, building, or other place in which the play or plays covered by Actor's agreement has been given, 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 Producer's representatives, agents, servants, or employees, up to a limit of \$10,000 for the Actor's personal effects and/or clothing; up to a limit of \$3,000 on the Actor's furs; up to a total limit of \$3,000 for the Actor's jewelry. Notwithstanding the aforesaid, however, the Producer shall be liable up to a limit of \$3,000 for the Actor's personal effects and/or clothing at auditions and during rehearsals prior to the ~~pre-Point of Organization tryout or road tour~~. Agreements regarding insurance coverage and limits maintained by Producer with respect to Actor’s musical instruments, if any, must be included in the Actor’s riders.

63. Recordings may be used in the production with the following terms:

Electronic reproductions of voice may be used for sweetening, voice overs, to supply dialogue, singing, chanting, or business, except in cases where the electronic reproduction is needed due to vigorous choreography or in order to emulate the sound of a cast size larger than the actual complement, in which case the Producer must obtain the written consent and permission of Equity, which will not be unreasonably withheld. Consent and permission shall not be required if the reproduction has been approved under the Production Contract. Should Equity deny the use of such Electronic reproductions, and if Producer believes that such denial is unreasonable, the Producer may file for Expeditious Arbitration in accordance with Rule 4(C). Video, projection or other use of visually recorded material shall be permitted under this Rule.

The following payments shall be due for recordings:

(A) For Actors engaged in the production at the time of the recording:

(1) When the Actor performs in a recording that is deemed a part under Rule 12(A)(1), if the Actor leaves the production and the Producer elects to continue to use the recording in the production thereafter, a payment of the SAG-AFTRA non-broadcast day rate is due to the Actor.

(2) If the Producer elects to use the recording covered by the provisions of 57(A)(1) in a subsequent company of the production, a payment of 50% of the of the SAG-AFTRA non-broadcast day rate is due to the Actor for each subsequent company.

(B) For Actors engaged solely for the recording and not engaged to otherwise perform in the production:

(1) A payment of the SAG-AFTRA non-broadcast day rate is due to the Actor at the time of the recording.

(2) If the Producer elects to use the recording covered by the provisions of 57(B)(1) in a subsequent company of the production, a payment of 50% of the of the SAG-AFTRA non-broadcast day rate is due to the Actor for each subsequent company.

64. Riders may be modified to require Actors who provide headshots for use within programs, promotional and/or archival use (e.g. The Internet Broadway Database or similar) to ensure any needed rights and approvals for the photos.

65. Contracts must be signed by both the Producer and the Actor/Stage Manager prior to the Actor/Stage Manager beginning employment, the Contract rule shall read as follows:

Effective Date. Contracts between the Producer and the (i) Actor must be signed before the Actor shall be permitted to rehearse or perform and (ii) the Stage Manager must be signed before the first day of their engagement per Rule 68(C) or (H), as applicable, and in each case, shall be signed on the date when the terms of the contract are agreed upon between the parties. If not signed on said date, when issued, they must be signed as of said date.

66. All tours will now be able to access promotional material necessary for a successful run from previous LORT productions, as follows:

Promotional materials created for a LORT production in which a Producer has a financial interest may be used by the Producer, (or assignee, provided that assignee adheres to all contractual terms, conditions and legal obligations of enhancing producer), for the promotion of the production when it transfers to Broadway, another First Class theatre or to a First Class National Tour subject to the following:

(a) All Actors captured in the promotional materials who are not engaged in the transferred production must consent in writing to the use of the promotional materials.

(b) Upon the first use of the promotional materials, Actors identified in 71(A)(4)(a) above, shall receive a payment of the SAG-AFTRA non-broadcast day rate. If a payment under this provision is made to an Actor and the Actor is then engaged by the transferred production, as of the first paid public performance of the transferred production, the Actor's first three weekly salary payments will be reduced by one-third the amount paid under this provision.

(c) The captured material may only be used for 30 days after the official opening on Broadway, another First Class theatre or a First Class National Tour, as applicable.

(d) The captured material may not be used for a broadcast commercial.

(e) All promotional materials will identify the source production through a watermark or other identification.

67. Equity and the League are entering into a side letter to reinforce that if, through organizing efforts, we give lesser terms to a non-League producer, we must offer those terms to the League as well. For clarification, this is not a new provision, but the concept was expressed differently in SETA and Production.

In connection with the recently concluded touring terms negotiations between the Broadway League and Coordinated Bargaining Partners ("League/CBP") and Actors Equity Association for a new Touring Agreement (the "Touring Agreement"), please confirm by your signature below that the parties have agreed as follows:

1. The Touring Agreement shall provide League/CBP producers (the "Covered Producer(s)") with the most favorable terms and conditions available to any employer with an Equity agreement covering Actors and/or Stage Managers in a touring theatrical production ("Touring Terms"). Touring Terms includes all matters of economic import covered by the Touring Agreement, including, but not limited to, wages, per diem, and benefit contributions.

Should Equity agree with any non-League/CBP producer on Touring Terms that, in the aggregate, have an economic impact more favorable to that producer than the Touring Agreement, any Covered Producer may adopt those Touring Terms for productions that qualify for the same or lower Level as such non-League/CBP produced production(s) would qualify under

the Touring Agreement.

2. Equity shall immediately notify the League and its Coordinated Bargaining Partners upon agreeing to more favorable Touring Terms with a non-League/CBP producer. A Covered Producer who adopts such more favorable Touring Terms shall provide Equity with written notice 15 business days before implementing.
3. Equity may agree with a non-League/CBP producer on a health fund contribution rate of \$93 (increasing to \$96 and \$100 in years 2 and 3) (the health contribution rate applicable to Categories 4 – 7 under the Touring Agreement which is less than the then-current rate in Rule _____ of the Touring Agreement Contract) if:
 - i. the non-League/CBP producer participates in the .045 Tax Relief system; or
 - ii. subject to approval by the League/CBP, the non-League/CBP producer is producing a show directly or indirectly licensed from a Covered Producer who makes or made .045 contributions for another production of the same show. If approval is denied, the non-League/CBP producer will pay no less than the then-current actuarial rate for the Equity-League Health Trust Fund, and this Most Favored Nations clause shall not apply.
4. As of ratification (hereinafter the “Effective Date”), Equity was party to the following “Non-League Agreements” that include Touring Terms different from and/or more favorable than comparable provisions of the Touring Agreement: MSUA, COST, LORT, URTA, WCLO, TYA, CAT, CTC, Second City, NYGASP, and family shows such as, but not limited to, [SCOOBY DOO, SPIDERMAN, DORA THE EXPLORER, and BLUE’S CLUES] [REFERENCES TO BE UPDATED]

A Covered Producer may not adopt the Touring Terms of a Non-League Agreement unless (i) such an agreement is modified after the Effective Date to include new or amended Touring Terms that are, in the aggregate, either more favorable to non-League/CBP producers than those that existed on the Effective Date, or otherwise undercut the intent of the Touring Agreement to provide the most favorable terms to Covered Producers (e.g., changes in permissible geographic scope or duration) and (ii) a tour produced under that Non-League Agreement actually competes with a Covered Producer’s touring production in a venue(s) that has(ve) traditionally presented productions that have employed Actors under the terms of the Production Contract, the SET Agreement and/or the Touring Agreement.

5. Nothing herein precludes a Covered Producer from seeking further modification to the provisions of the Touring Agreement for a specific production. Equity and the Covered Producer shall immediately notify the League of any such modification. Equity’s agreement to such modification(s) will not require Equity to reach the same agreement with any other Covered Producer.
6. Notwithstanding the foregoing, and when necessitated by unexpected circumstances, Equity may, without triggering this clause, grant to non-League/CBP producers concession(s) of the type traditionally granted to Covered Producers in similar circumstances (e.g., an additional layoff week). If Equity grants such concessions, any production of a Covered Producer in the same or lower Category will receive the same concession(s) under circumstances sufficiently similar to warrant the same consideration.

68. The standard for terminating members on Term Contracts, Chorus Six-Month Riders, and Chorus One Year-Riders based on their behavior – just like terminating members on standard minimum contracts based on their behavior – has been changed to a “just cause” standard (from an “egregious behavior” standard). However, an Actor or Stage Manager terminated for performance-based reasons may only be terminated for egregious behavior. The Termination rule shall read as follows:

Just Cause / Egregious Conduct – Actors on a Term Contract, Chorus Six-Month Rider or Chorus One Year Rider may be terminated only for just cause. However, if the sole basis of the termination is that an

Actor or Stage Manager has not performed their role in the production as required, the Actor or Stage Manager may only be terminated for egregious behavior.

- 69. For closing notice, the producer needs to continue sending the notice to everyone, but no longer needs to send them to each individual on a Term Contract specifically. The Termination rule shall read as follows:**

Notice of closing. The Producer shall give to all Actors signed to Term Contracts one week's ~~individual~~ notice in writing of the closing of the production and company or pay one week's salary in lieu thereof.

- 70. There were many identical rules in both books (e.g. AGENTS, BREACHES, BLACKLISTING, etc.) and some that had the same intent but slightly different language (e.g. references to more modern technology like email and cell phones) that will make up the rest of the Agreement.**

The new Touring Agreement will be in effect until Sunday, September 7, 2026.