

# LORT NEGOTIATIONS 2023

## Summary of Changes

Underlining and strikethrough denotes changes to 2017-23 LORT-AEA CBA language; ellipses denote an omission for economy of space with no changes to elided language.

### I. LENGTH OF AGREEMENT

Agree to 4.5-year agreement, from February 13, 2023 – June 27, 2027.

### II. COMPENSATION

#### A. MINIMUM SALARIES.

LORT “A+” minimum salaries shall increase by 5% in Y1, 4% in Y2, 4% in Y3, and 6% in Y4. Additionally, in the second half of Y3, there shall be an additional increase of 4.8%, resulting in a cumulative increase of 26% over the life of the contract.

*(By Y4, A+ minimum salary will be equivalent to 80% of Production contract minimums.)*

LORT Categories “A” “B+”, “B”, “C”, and “D” minimum salaries shall increase by 5% in Y1, 4% in Y2, 4% in Y3, and 6% in Y4, resulting in a cumulative increase of 20.4% over the life of the contract.

#### Rule 55(B), Minimum Salaries for Actors:

|    | As of<br><u>2.13.23</u> | As of<br><u>7.1.24</u> | As of<br><u>6.30.25</u> | As of<br><u>12.29.25</u> | As of<br><u>6.29.26</u> |
|----|-------------------------|------------------------|-------------------------|--------------------------|-------------------------|
| A+ | \$1867                  | \$1942                 | \$2020                  | \$2117                   | \$2244                  |
| A  | \$1267                  | \$1318                 | \$1371                  |                          | \$1453                  |
| B+ | \$1151                  | \$1197                 | \$1245                  |                          | \$1320                  |
| B  | \$1058                  | \$1100                 | \$1144                  |                          | \$1213                  |
| C  | \$972                   | \$1011                 | \$1051                  |                          | \$1114                  |
| D  | \$776                   | \$807                  | \$839                   |                          | \$889                   |

#### Rule 55(C), Minimum Salaries for Stage Managers in Non-Repertory:

|               | As of<br><u>2.13.23</u> | As of<br><u>7.1.24</u> | As of<br><u>6.30.25</u> | As of<br><u>12.29.25</u> | As of<br><u>6.29.26</u> |
|---------------|-------------------------|------------------------|-------------------------|--------------------------|-------------------------|
| A+ (Dramatic) | \$2625                  | \$2730                 | \$2839                  | \$2991                   | \$3170                  |
| A+ (Musical)  | \$3048                  | \$3170                 | \$3297                  | \$3479                   | \$3688                  |
| A             | \$1840                  | \$1914                 | \$1991                  |                          | \$2110                  |
| B+            | \$1527                  | \$1588                 | \$1652                  |                          | \$1751                  |
| B             | \$1262                  | \$1312                 | \$1364                  |                          | \$1446                  |
| C             | \$1164                  | \$1211                 | \$1259                  |                          | \$1335                  |
| D             | \$957                   | \$995                  | \$1035                  |                          | \$1097                  |

**Rule 55(D), Minimum Salaries for Stage Managers in Repertory:**

|    | <b>As of<br/>2.13.23</b> | <b>As of<br/>7.1.24</b> | <b>As of<br/>6.30.25</b> | <b>As of<br/>6.29.26</b> |
|----|--------------------------|-------------------------|--------------------------|--------------------------|
| A  | \$1840                   | \$1914                  | \$1991                   | \$2110                   |
| B+ | \$1597                   | \$1661                  | \$1727                   | \$1831                   |
| B  | \$1394                   | \$1450                  | \$1508                   | \$1598                   |
| C  | \$1263                   | \$1314                  | \$1367                   | \$1449                   |
| D  | \$1080                   | \$1123                  | \$1168                   | \$1238                   |

**Rule 55(E), Minimum Salaries for Assistant Stage Managers in Non-Repertory:**

|               | <b>As of<br/>2.13.23</b> | <b>As of<br/>7.1.24</b> | <b>As of<br/>6.30.25</b> | <b>As of<br/>12.29.25</b> | <b>As of<br/>6.29.26</b> |
|---------------|--------------------------|-------------------------|--------------------------|---------------------------|--------------------------|
| A+ (Dramatic) | \$2153                   | \$2239                  | \$2329                   | \$2445                    | \$2592                   |
| A+ (Musical)  | \$2418                   | \$2515                  | \$2616                   | \$2748                    | \$2913                   |
| A             | \$1534                   | \$1595                  | \$1659                   |                           | \$1759                   |
| B+            | \$1285                   | \$1336                  | \$1389                   |                           | \$1472                   |
| B             | \$1071                   | \$1114                  | \$1159                   |                           | \$1229                   |
| C             | \$978                    | \$1017                  | \$1058                   |                           | \$1121                   |
| D             | \$786                    | \$817                   | \$850                    |                           | \$901                    |

**Rule 55(F), Minimum Salaries for Assistant Stage Managers in Repertory:**

|    | <b>As of<br/>2.13.23</b> | <b>As of<br/>7.1.24</b> | <b>As of<br/>6.30.25</b> | <b>As of<br/>6.29.26</b> |
|----|--------------------------|-------------------------|--------------------------|--------------------------|
| A  | \$1540                   | \$1602                  | \$1666                   | \$1766                   |
| B+ | \$1384                   | \$1439                  | \$1497                   | \$1587                   |
| B  | \$1261                   | \$1311                  | \$1363                   | \$1445                   |
| C  | \$1076                   | \$1119                  | \$1164                   | \$1234                   |
| D  | \$896                    | \$932                   | \$969                    | \$1027                   |

**B. LORT Protected Theatres,**

Minimum Salaries for “Protected Theatres” shall increase 2.5% Y1, 2.5% Y2, 3% Y3, and 4% Y4. *(NOTE: Protected Theatre Side Letter is only available to theatres that meet certain operational deficits, and must re-qualify annually by submitting audited financial statements to Actors’ Equity. Any theatre no longer qualifying as “Protected” would move to the full salaries outlined in the charts above.)*

**EXTEND LORT Protected Theatre Side Letter through the term of the successor CBA, update list of protected theatres as needed, and ADD NEW paragraph (3) as follows and renumber other paragraphs accordingly:**

During the term of this Side Letter, the mainstages and second stages of the members of LORT set forth in section 1 above shall have access to the following minimum salaries:

**Minimum Salaries for Actors**

|    | <b>As of<br/>2.13.23</b> | <b>As of<br/>7.1.24</b> | <b>As of<br/>6.30.25</b> | <b>As of<br/>6.29.26</b> |
|----|--------------------------|-------------------------|--------------------------|--------------------------|
| B+ | \$1123                   | \$1151                  | \$1186                   | \$1233                   |
| B  | \$1033                   | \$1059                  | \$1091                   | \$1135                   |
| C  | \$949                    | \$973                   | \$1002                   | \$1042                   |
| D  | \$757                    | \$776                   | \$799                    | \$831                    |

**Minimum Salaries for Stage Managers in Non-Repertory**

|    | <b>As of<br/>2.13.23</b> | <b>As of<br/>7.1.24</b> | <b>As of<br/>6.30.25</b> | <b>As of<br/>6.29.26</b> |
|----|--------------------------|-------------------------|--------------------------|--------------------------|
| B+ | \$1490                   | \$1527                  | \$1573                   | \$1636                   |
| B  | \$1232                   | \$1263                  | \$1301                   | \$1353                   |
| C  | \$1137                   | \$1165                  | \$1200                   | \$1248                   |
| D  | \$934                    | \$957                   | \$986                    | \$1025                   |

**Minimum Salaries for Stage Managers in Repertory**

|    | <b>As of<br/>2.13.23</b> | <b>As of<br/>7.1.24</b> | <b>As of<br/>6.30.25</b> | <b>As of<br/>6.29.26</b> |
|----|--------------------------|-------------------------|--------------------------|--------------------------|
| B+ | \$1559                   | \$1598                  | \$1646                   | \$1712                   |
| B  | \$1361                   | \$1395                  | \$1437                   | \$1494                   |
| C  | \$1233                   | \$1264                  | \$1302                   | \$1354                   |
| D  | \$1055                   | \$1081                  | \$1113                   | \$1158                   |

**Minimum Salaries for Assistant Stage Managers in Non-Repertory**

|    | <b>As of<br/>2.13.23</b> | <b>As of<br/>7.1.24</b> | <b>As of<br/>6.30.25</b> | <b>As of<br/>6.29.26</b> |
|----|--------------------------|-------------------------|--------------------------|--------------------------|
| B+ | \$1255                   | \$1286                  | \$1325                   | \$1378                   |
| B  | \$1046                   | \$1072                  | \$1104                   | \$1148                   |
| C  | \$954                    | \$978                   | \$1007                   | \$1047                   |
| D  | \$768                    | \$787                   | \$811                    | \$843                    |

**Minimum Salaries for Assistant Stage Managers in Repertory**

|    | <b>As of<br/>2.13.23</b> | <b>As of<br/>7.1.24</b> | <b>As of<br/>6.30.25</b> | <b>As of<br/>6.29.26</b> |
|----|--------------------------|-------------------------|--------------------------|--------------------------|
| B+ | \$1351                   | \$1385                  | \$1427                   | \$1484                   |
| B  | \$1231                   | \$1262                  | \$1300                   | \$1352                   |
| C  | \$1051                   | \$1077                  | \$1109                   | \$1153                   |
| D  | \$874                    | \$896                   | \$923                    | \$960                    |

**C. Increases to Chorus Increments:**

**Rule 37(H)(1)(b) MUSICALS/Additional Compensation/Chorus Playing a Part.**  
 Increments for Chorus Playing a Part shall increase as follows:

|           |                             |
|-----------|-----------------------------|
| <b>A+</b> | Increase from 2.4% to 4.75% |
| <b>A</b>  | Increase from 3.25% to 3.5% |
| <b>B+</b> | Increase from 2% to 3.5%    |
| <b>B</b>  | Increase from 2 % to 3%     |
| <b>C</b>  | Increase from 1.5% to 3%    |
| <b>D</b>  | Increase from 1.5% to 3.5%  |

**Rule 37(H)(2)(a) MUSICALS/Additional Compensation/Understudies for Principal Roles. MODIFY payment as follows:**

|           |                            |
|-----------|----------------------------|
| <b>A+</b> | Increase from 2.2% to 4.5% |
| <b>A</b>  | Increase from 2.5% to 4%   |
| <b>B+</b> | Increase from 2.5% to 4%   |
| <b>B</b>  | Increase from 2.5 % to 4%  |
| <b>C</b>  | Increase from 2.5% to 4%   |
| <b>D</b>  | Increase from 2.5% to 4%   |

**D. NEW Increments for Actors Playing a Musical Instrument.**

**ADD Increments for Actors Playing Musical Instruments by renaming Rule 36 MUSICAL INSTRUMENT RENTAL as “MUSICAL INSTRUMENTS” and MODIFY as follows:**

(1) The Theatre shall negotiate with the Actor a weekly instrument rental rate when the Actor agrees to use the Actor’s own musical instrument for a production. The rate agreed to shall be stated in a rider to the Actor’s contract. Compensation shall commence with the first use, including use in rehearsal. Additionally, the Theatre shall supply or reimburse the Actor for all accessories required for all instruments during rehearsal and the run of the production, including, but not limited to, guitar picks, strings, reeds, straps, stands, bow rehairs, etc.

(2) Effective July 3, 2023, no Actor shall perform a substantive musical number(s) on any skilled instrument during any performance or rehearsal unless the Actor receives no less than 4.75% of minimum per week in "A+" Companies, 3.5% of minimum per week in "A" Companies, 3.5% of minimum in "B+" Companies, 3.5% of minimum in "B" Companies, 3.0% of minimum in "C" Companies, and 3.0% of minimum in "D" Companies in addition to the Actor's weekly contractual salary. This does not include brief moments of musicality or the use of classroom instruments.

**Additionally, MODIFY Property Rule 49(A)** to include that the liability limit for an Actor's musical instrument that is being used in a production is \$3,000.00 or the documented appraisal value, whichever is greater.

### **III. JOBS**

#### **A. Increase required Equity contracts before non-professionals are allowed by 1 beginning with the third year of the agreement:**

**MODIFY Non-professionals Rule 39(G)(4) ratios as follows as follows, effective June 30, 2025:**

##### **"B+" Category**

| Standard Contracts      | Non-Professionals |
|-------------------------|-------------------|
| <del>15</del> <u>16</u> | 1                 |
| <del>16</del> <u>17</u> | 2                 |
| <del>18</del> <u>19</u> | 3                 |
| <del>20</del> <u>21</u> | unlimited         |

##### **"B" Category**

| Standard Contracts      | Non-Professionals |
|-------------------------|-------------------|
| <del>13</del> <u>14</u> | 1                 |
| <del>15</del> <u>16</u> | 2                 |
| <del>17</del> <u>18</u> | 3                 |
| <del>19</del> <u>20</u> | unlimited         |

##### **"C" Category**

| Standard Contracts      | Non-Professionals |
|-------------------------|-------------------|
| <del>10</del> <u>11</u> | 1                 |
| <del>12</del> <u>13</u> | 2                 |
| <del>13</del> <u>14</u> | 3                 |
| <del>15</del> <u>16</u> | unlimited         |

**“D” Category**

|                         |                   |
|-------------------------|-------------------|
| Standard Contracts      | Non-Professionals |
| <del>8</del> <u>9</u>   | 1                 |
| <del>9</del> <u>10</u>  | 2                 |
| <del>10</del> <u>11</u> | 3                 |
| <del>11</del> <u>12</u> | unlimited         |

**IV. STAGE MANAGERS**

**A. Stage Manager rulebook-wide language update:**

**MODIFY Rule 18(A) DEFINITIONS** to exclude “Stage Managers” and “Assistant Stage Managers” and, throughout the agreement, change references to “Actor” or “Actors” intended to refer to both Actors and Stage Managers to “Actors and Stage Managers” as appropriate.

**B. Update pre-production rule to reflect that no pre-production is required for a second ASM:**

**MODIFY Stage Managers and Assistant Stage Managers Rule 64(B)(2) as follows:**

In all Theatre categories, each required first Assistant Stage Manager shall be engaged and receive contractual salary beginning at least two days prior to the first day of rehearsal for each production of the season unless already under contract. No pre-production shall be required for a second Assistant Stage Manager.

**C. Increase required Assistant Stage Managers in all Categories.**

**MODIFY Stage Managers and Assistant Stage Managers Rule 64(B)(5) as follows:**

“A” Category. There shall be at least one first Assistant Stage Manager in each company, and in addition to the Stage Manager, each production must be assigned an Assistant Stage Manager who shall be responsible for and perform the Assistant Stage Managerial functions. Effective July 1, 2024, there shall also be at least one second Assistant Stage Manager for each Chorus musical production and each production with 13 or more onstage performers (including Actors and non-professionals). If an “A” Theatre performs in Repertory, at least two first Assistant Stage Managers must be employed.

**MODIFY Stage Managers and Assistant Stage Managers Rule 64(B)(6) as follows:**

“B+” and “B” Categories. In addition to the Stage Manager, there shall be at least one first Assistant Stage Manager in each company. Each production must be assigned an Assistant Stage Manager who shall be responsible for and perform the assistant stage managerial functions. Effective July 1, 2024, there shall also be at least one second Assistant Stage Manager for each Chorus musical production and each “B+” production with 14 or more onstage performers (including Actors and non-professionals) and each

“B” production with 15 or more onstage performers (including Actors and non-professionals).

Additionally, when more than one production is in rehearsal and/or performance, the stage managerial staff shall be, at the Theatre’s option, either two Stage Managers or one Stage Manager and two Assistant Stage Managers. If the Theatre does not hire a second Assistant Stage Manager, the first Assistant Stage Manager shall assume the stage managerial duties and shall be contracted by rider as Stage Manager for that period. Should the Theatre choose the option of two Stage Managers, each may be assigned as Assistant Stage Manager for the other production.

**MODIFY Stage Managers and Assistant Stage Managers Rule 64(B)(7) as follows:**

“C” Category. Effective July 1, 2024, in addition to the Stage Manager, each Chorus musical production and each production with 10 or more onstage performers (including Actors and non-professionals) must be assigned an Assistant Stage Manager who shall be responsible for and perform only the Assistant Stage Managerial functions. This provision shall expire February 11, 2018.

Effective June 30, 2025, in addition to the Stage Manager, each Chorus musical production and each production with nine (9) or more onstage performers (including Actors and non-professionals) must be assigned an Assistant Stage Manager who shall be responsible for and perform only the Assistant Stage Managerial functions. Additionally, effective June 29, 2026, for “C” second stages of “A”, “B+”, and “B” main stage Theatres, in addition to the Stage Manager, there shall be at least one first Assistant Stage Manager in each company.

Except as specified above, in non-Repertory Companies, where there are individual Stage Managers for each production, no Assistant Stage Manager shall be required. However, when more than one production is in rehearsal and/or performance, there shall be, at the Theatre’s option, either two Stage Managers or one Stage Manager and two Assistant Stage Managers. If the Theatre does not hire a second Assistant Stage Manager, the first Assistant Stage Manager shall assume the stage managerial duties and shall be contracted by rider as Stage Manager for that period. If a “C” Theatre is performing in Repertory, at least two Stage Managers shall be employed.

**MODIFY Stage Managers and Assistant Stage Managers Rule 64(B)(8) as follows:**

“D” Category. Effective July 1, 2024, in addition to the Stage Manager, each Chorus musical production and each production with 10 or more onstage performers (including Actors and non-professionals) must be assigned an Assistant Stage Manager who shall be responsible for and perform only the Assistant Stage Managerial functions. This provision shall expire February 11, 2018.

Effective June 30, 2025, in addition to the Stage Manager, each Chorus musical production and each production with nine (9) or more onstage performers (including

Actors and non-professionals) must be assigned an Assistant Stage Manager who shall be responsible for and perform only the Assistant Stage Managerial functions.

Additionally, effective June 29, 2026, for “D” second stages of “A”, “B+”, and “B” main stage Theatres, in addition to the Stage Manager, there shall be at least one first Assistant Stage Manager in each company.

Except as specified above, in non-Repertory Companies, where there are individual Stage Managers for each production, no Assistant Stage Manager shall be required. However, when there is only one Stage Manager and there is one show in rehearsal and one show in performance during a given week, an Assistant Stage Manager shall be required. If a “D” Theatre is performing in Repertory, at least two Stage Managers shall be employed.

**D. Add provision allowing theatres to make concession requests for ASMs on one-person shows:**

**DELETE existing Rule 64(B)(9) Additional Stage Managers and replace with NEW Rule 64(B)(9) as follows:**

A Theatre’s request for a concession to have no Assistant Stage Manager for a production with only one performer will not be unreasonably denied.

**E. Beginning Y2 of agreement, add provision to require theatres to evaluate need for an ASM where it is not required by the CBA:**

**ADD NEW Stage Managers and Assistant Stage Managers Rule 64(B)(10) as follows:**

Effective July 1, 2024, the Theatre will evaluate the need for a first Assistant Stage Manager, where one is not already required, for non-Chorus musical productions and when using the Experimental Theatre provision.

**F. Reduction of workweek hours, plus increase overtime calculation rate for hours worked over 56 hours per week.**

**MODIFY Rule 64(I) Stage Managers Workweek and Overtime Compensation, as follows:**

Stage Manager’s Workweek and Overtime Compensation. The total workweek for Stage Managers and Assistant Stage Managers shall not, except during one seven-day period prior to the official opening for each production (Tech Week), exceed ~~52~~50 hours per week, and shall be restricted to duties set forth in section (I)(1) below. Additionally, for any hours worked over 56 hours per week, the overtime rate for Stage Managers and Assistant Stage Managers shall be determined by a calculation of category minimum divided by a 48-hour workweek multiplied by 2.0, which shall be payable in half hour increments or part thereof. The Stage Manager shall not schedule any overtime without the prior consultation and approval of the Theatre. The Stage Manager cannot be held responsible for overtime which may arise through circumstances beyond the Stage Manager’s control.

**G. Eliminate most duties exempt from Overtime Calculation by Y3 of agreement:**

**MODIFY Rule 64(I)(2), Duties Exempt from Overtime as follows:**

Duties Exempt from Overtime Calculation. A Stage Manager shall fulfill the following responsibilities for the production for which the Stage Manager is engaged and these duties will not be counted as overtime or as part of the limitation imposed above in section (I)(1):

(a) Calling, scheduling and coordinating all rehearsals, note sessions and any other calls. Effective June 29, 2026, these duties shall no longer be exempt from the overtime calculation and shall be used in the calculation of overtime under (I)(1) above.

(b) Communicating and coordinating with the artistic, production and Theatre Staff.

(c) Maintaining the artistic intentions of the director and the Theatre after opening to the beset of the Stage Manager's ability, which shall include giving notes and calling rehearsals when necessary. Effective July 1, 2024, these duties shall no longer be exempt from the overtime calculation and shall be used in the calculation of overtime under (I)(1) above.

**H. Increase rest period for stage managers from 11 to 12 hours, and increase rest period for stage managers during four days preceding first performance from 8 to 10 hours.**

**MODIFY Rule 64(I)(3)(a) Rest Periods and Breaks, as follows:**

The rest period between the end of required employment (those duties listed in section (I)(1) above) on one day and the beginning of the required employment on the next day shall be ~~11~~ 12 hours. During the four days preceding either the first public performance or the opening, but not both, the rest period shall not be less than ~~eight~~ ten hours. If the ~~11~~12-hour rest period is invaded by no more than one hour, the Stage Manager shall be paid in accordance with Rule 55(M)(2). If the ~~11~~12-hour rest period is invaded by more than one hour, or if the ~~ten~~eight-hour rest period is invaded, the Stage Manager and/or Assistant Stage Manager whose rest periods have been violated shall be compensated at the overtime rate. Overtime payments shall continue until the applicable rest period is given.

**V. SAFE & SANITARY**

**A. Require theatre to file report on production elements for each production at least one week prior to technical rehearsals, and create new report specifically for LORT theatres to address production elements:**

**MODIFY Safe and Sanitary Places of Employment Rule 54 as follows:**

. . . For each show in the season, at least one week prior to technical rehearsals no later than one week following the Stage Manager's pre-production week, the Theatre shall file the online LORT-AEA Production Elements Report with Equity Stage Manager,

~~utilizing a form approved by Equity and LORT, shall identify the production elements.~~  
Upon submission, Equity will immediately provide the Theatre with a copy of the completed report that shows the date and time of submission. The ~~Stage Manager~~ Theatre shall notify Equity of changes in the production elements no later than three days following the opening performance.

**CREATE LORT-AEA Production Elements Report for Theatres to report the following information:**

- Theatre name and contact information
- Production and Stage
- New or revised form submission
- Date of first technical rehearsal, first public performance, and opening
- Notification of whether any of the following production elements are being used and a brief description of the use: Dancing, Operable weapons (other than firearms), Stage combat, Stunts, Inclined playing surface greater than ½ inch per foot, Aerial work, Fire/pyrotechnic effects, Snow/water, Smoke/fog/haze, Turntables/traps/elevators, Moving scenery, Non-traditional deck surfaces (e.g., sand, dirt, cork, plastic), Other special effects

**B. Require deep cleaning of stages, dressing rooms, and sanitary facilities no less than once per year:**

**MODIFY Safe and Sanitary Places of Employment Rule 54(A) as follows:**

Stage. The Theatre will deep clean the stage as is practical no less than once per year and make best efforts to maintain appropriate temperatures on indoor stages to provide a comfortable working environment for the Actors.

**MODIFY Safe and Sanitary Places of Employment Rule 54(B)(11) as follows:**

All dressing rooms shall be swept and cleaned at least once a week by the Theatre and deep cleaned as is practical no less than once per year.

**MODIFY Safe and Sanitary Places of Employment Rule 54(C)(1) as follows:**

. . . Toilets and lavatories will be clean and sanitary, and will be separate facilities from those provided for the audience. Sanitary facilities will be deep cleaned as is practical no less than once per year.

**C. Require appropriate make-up lighting in dressing rooms:**

**MODIFY Safe and Sanitary Places of Employment Rule 54(B)(3) as follows:**

Each Actor shall be provided sufficient and suitable dressing table space. All dressing rooms shall be properly heated and shall have adequate and appropriate theatrical make-up lights, mirrors, shelves and wardrobe hooks for Actors' make-up and dressing equipment. Mirrors and dressing tables shall be thoroughly cleaned prior to the Actor's occupancy of the dressing room.

**D. Include Stage Managers in requirement to have instructions from a qualified instructor when an inclined playing surface is utilized:**

**MODIFY Safe and Sanitary Places of Employment Rule 54(K)(2) as follows:**

When ~~an inclined playing surface of greater than ¾ inch per foot is used for plays and an~~ inclined playing surface of greater than ½ inch per foot is used ~~for musicals~~, a qualified instructor will give instructions to the cast and Stage Managers, before rehearsals commence on the inclined playing surface, as to how to perform and work on the inclined playing surface in order to minimize the risk of injury. Instructions will all be provided for all replacement Actors and Stage Managers, as well as Swings and Understudies, before their first public performance.

**E. Expand physical therapy requirement, and move up start date of physical therapy sessions to the time when defined activities starts for any production that requires 8 weeks of the defined activities (both in rehearsal and performance):**

**MODIFY Safe and Sanitary Places of Employment Rule 54(L) as follows:**

Physical Therapy. For any production with extensive choreography, extensive stage fighting/stunts, extensive set moves, extensive playing of musical instruments, and/or performing or working on an inclined playing surface [as defined in Rule 54(K)(2)], where such activity will occur for eight weeks or longer with a scheduled performance run (non rep) of longer than eight weeks, access to preventative physical therapy will be provide on a weekly basis as of the first week of rehearsal involving such activity ~~the extensive choreography, extensive staging fighting/stunts, and/or the inclined playing surface~~. For shows where such activity is originally scheduled to occur that are scheduled to run for fewer than eight weeks that subsequently extends to or past the eight-week mark, physical therapy will commence the week the extension is publicly announced. The Theatre will evaluate whether physical therapy is appropriate in other instances.

**F. Require theatres to have Emergency Action Plan, which must be reviewed at least once on each production prior to dress rehearsal:**

**MODIFY Safe and Sanitary Places of Employment Rule 54(S) as follows:**

Emergency Action ~~Evacuation~~ Plan/Fire Safety Procedures.

The Theatre shall have an Emergency Action Plan, which shall be reviewed with the Company prior to dress rehearsal at least once for each production.

Additionally, the Theatre must post a diagram of the locations of all fire exits and fire fighting equipment and proper procedures in case of fire. The Theatre shall consult with the local fire and/or police departments and formulate safety procedures which shall be given to the Actors prior to dress rehearsal at least once for each production.

**G. Update Smoke & Haze guidelines to reflect current AEA practice, and require theatre to report use of Smoke & Haze promptly to AEA with new LORT-AEA report:**

**MODIFY Safe and Sanitary Places of Employment Rule 54(U) as follows:**

Smoke and Haze Effects

(1) The Theatre agrees to use only dry ice, CO<sub>2</sub>, liquid nitrogen, vaporized water, or substances listed in the latest Theatrical Smoke, Fog, and Haze Testing: Calibration Factors ~~list~~ or Time and Distance Guidelines, including any updated versions as they become available, provided by an industrial hygienist (currently Ramboll) and in accordance with the specified limits set forth in a study commissioned by the Trustees of the Equity-League Pension and Health Trust Funds, entitled EQUIPMENT-BASED GUIDELINES FOR THE USE OF THEATRICAL SMOKE AND HAZE (“Guidelines”) (revised June 8, 2001) ~~GUIDELINES FOR THEATRICAL SMOKE AND HAZE for LORT Theatres dated March 19, 2003, and/or the Time Distance Guidelines (see Guidelines for Theatrical Smoke and Haze, page 148).~~ This document is part of a larger body of work collectively referred to as the “Study”, which also includes the HEALTH EFFECTS EVALUATION OF THEATRICAL SMOKE, HAZE, AND PYROTECHNICS (dated June 6, 2000). Both parties agree that Ramboll Environ is the industrial hygienist providing the latest substance list.

(2) Quantifiable limits have been placed in the Guidelines on smoke, fog, and haze products containing glycol, glycerol, and mineral oil (“Products”). Consequently, the Theatre may use only those Products tested as part of the Study and, further, must use them only within the limits specified in the Guidelines or as specified in paragraph 54(U)(2)(b) below.

(a) In order to self-monitor adherence to the Guidelines, the Theatre must choose between time-and-distance calculations or the use of a portable air sampling monitor (as outlined in the Air-Sampling Protocol part of the Study and referenced in the Guidelines).

(b) In the event the Theatre wishes to use a smoke or haze Product or machine that is not identified in the Study, or wishes to use an approved Product or machine in a manner that falls outside the Guidelines, the Theatre must notify Equity no later than two weeks prior to the first such use. Equity will review the matter and promptly notify the Theatre as to their position on the proposed deviation from the Guidelines. In the event the parties do not agree on the proposed deviation from the Guidelines, the deviation will not be implemented unless the Theatre (i) engages an industrial hygienist to test the Product and provide a report with an applicable calibration factor and/or time-and-distance guideline, (ii) uses the Product consistent with the report, and (iii) provides a copy of the report to Equity.

(c) After the Theatre has undertaken either the applicable calculations or air sampling, the Theatre must:

(i) File the online LORT-AEA Smoke and Haze Report with Equity. The Report must be filed no later than the first public performance and re-filed with updated information in the event a change is made after the first public performance. Upon submission, Equity will immediately provide the Theatre with a copy of the completed report that shows the date and time of submission.

(ii) Post on the Actors' callboard a Notice that states the Theatre is in compliance with the Guidelines for the applicable Products. The Notice must be posted no later than the first paid public performance and re-posted, subsequently, if any of the cues and/or Products has been changed, no later than the day of the official opening of the production.

(d) In the event any reasonable concerns are raised with respect to the use of any Products in a production, Equity and the Theatre agree that they will review the issue expeditiously. This review will be undertaken by the Equity Business Representative and the Theatre's authorized representative—most likely the Production Manager and/or General Manager. If the matter cannot be resolved satisfactorily at that level, the Theatre shall provide Equity, at Equity's request, with the following information for the cue(s) in question: a description of the smoke and/or haze cue(s) in question; the Actor's blocking before, during, and after the cue(s) in question; and the precise location of each machine. During the course of this review and, if necessary, Equity's subsequent evaluation of any requested information, performances will continue uninterrupted until the pending matter has been resolved.

**CREATE online LORT-AEA Smoke and Haze Report for Theatres to report the following information:** name of manufacturer, name of machine, fluid name, machine setting, attachments, and all applicable time-and-distance calculations and/or applicable air sampling data that the Theatre used to ensure compliance.

**H. Expand purview of joint committee on safety to include any safety-related matters:**

**MODIFY Safe and Sanitary Places of Employment Rule 54(X) as follows:**

A joint committee shall meet, as necessary, to discuss the Actors' and Stage Managers' safety in the working environment and any safety-related matters (e.g., ventilation, temperature, humidity, air quality, injuries, emergent public health crisis), the application of Rule 54, and best practices to promote safety consistent with Rule 54.

**I. Add Rule for AEA and LORT to meet and discuss best practices in the event of a public health crisis:**

**ADD NEW Safe and Sanitary Places of Employment Rule 54(Y):**

Public Health Crisis. With any emergent public health crisis that has the potential to disrupt the theatrical industry significantly, Equity and LORT 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 Theatre shall provide Equity with copies of any workplace policies implemented by the Theatre.

**J. Require equipment used in stage fights/stunts to be checked prior to use.**

**MODIFY Stage Fighting / Stunts Rule 63(A)(3) as follows:**

Equipment used in the performances of any stage fight and/or stunt shall be checked by the appropriate qualified personnel, including appropriately trained Theatre staff, prior to use each performance.

**K. Require LORT theatres to notify Equity prior to first use of firearms in a production:**

**MODIFY Stage Fighting / Stunts Rule 63(F) as follows:**

Firearms. When a firearm is used in a production, the Theatre must complete the online Theatrical Firearms Questionnaire (i.e., the Questionnaire in effect as of March 2023) prior to the first use of firearms by an Actor or Stage Manager. Upon submission, Equity will immediately provide the Theatre with a copy of the completed Questionnaire that shows the date and time of submission. Prior to the first use of firearms, it is essential that appropriate firearms instruction and rehearsals be held to ensure the Actor's safety and such demonstration shall be by a qualified individual. Thereafter, safety demonstrations and/or instructions will be required for all affected replacement Actors, as well as Swings and Understudies, before their first paid public performance.

...

**VI. EQUITY, DIVERSITY, AND INCLUSION (EDI)**

**A. Gender-neutral/inclusive rulebook-wide language update:**

**MODIFY gendered language to make the language gender-neutral/inclusive wherever possible (such changes are not intended to be substantive)**

**B. Add new side letter to form joint committee dedicated to emergent issues of EDI:**

**ADD NEW side letter as follows:**

LORT and AEA agree to form the Joint Committee on Anti-Discrimination, Access, and Equity to discuss opportunities and concerns brought forward by either party relating to equity, diversity, inclusion, and access issues affecting LORT, AEA, and their respective Members, including best practices for supporting artists portraying simulated sexual content, intimate physical contact, sexual violence, and storytelling drawing on artists' race, ethnicity, sexual orientation, gender identity, age, religion, disability or other personal characteristic.

**C. Update outstanding rulebook language to include "d/Deaf" performers:**

**MODIFY Auditions or Interviews (Principal) Rule 4(B)(3) as follows:**

When a d/Deaf performer is sought or a d/Deaf character is being cast during an Equity Principal Audition/Equity Chorus Call, the Theatre shall provide a qualified interpreter(s) for the d/Deaf (i.e., an interpreter qualified or certified in American Sign Language or oral interpretation).

**ADD NEW Auditions or Interviews (Principal) Rule 4(B)(4)** and renumber other paragraphs accordingly:

The Theatre, upon two business days' notice by a d/Deaf performer who wishes to audition for any role, shall arrange for a qualified interpreter for the d/Deaf.

**MODIFY Equal Employment Opportunity, Non-Discrimination, Non-Traditional and Inclusive Casting Rule 24(D)(2) as follows:**

When a d/Deaf performer is sought or a d/Deaf character is being cast, the Theatre shall provide a qualified interpreter(s) for the d/Deaf (i.e., an interpreter qualified or certified in American Sign Language or oral interpretation).

**ADD NEW Equal Employment Opportunity, Non-Discrimination, Non-Traditional and Inclusive Casting Rule 24(D)(3)** and renumber other paragraphs accordingly:

The Theatre, upon two business days' notice by a d/Deaf performer who wishes to audition for any role, shall arrange for a qualified interpreter for the d/Deaf.

**D. Add language to allow all Actors to wear undergarments or skin parts to affirm their gender identity:**

**MODIFY Clothing and Costumes Rule 12(A) as follows:**

The Theatre shall provide all costumes and clothing for all Actors, except modern conventional undergarments. Tights, hose, dance briefs, dance belts, dance bras, stockings, and all other "skin parts" shall be new when issued to the Actor for musical productions. The Actor shall be given a choice of brands of dance belts. The Actor may wear their own undergarments or "skin parts" that affirm their gender identity, provided such undergarments or "skin parts" do not interfere with the costumes or clothing used in the production.

**E. Add language requiring theatre to consult with Actor & licensed technician when altering hair style, and expand language on removal/modification of hair to include body hair:**

**COMBINE Rules 12(G) and (H) into NEW Rule 12(G) and MODIFY as follows:**

Hair Styles, Changes, and Maintenance.

(1) Change of Hair Color. The Actor may not be required to change the color of the Actor's hair unless the Actor agrees in writing. If the Actor agrees, the Theatre shall pay the expense of changing the color and of its upkeep during the run of the engagement, and of the restoration to the original color at the close of the engagement.

(2) Change of Hair Style. The Actor may not be required to cut or change the style of Actor's hair in any way, or to shave the Actor's head, or to remove or modify the Actor's body and/or facial hair, unless agreed in writing. The Actor may, however, be required to let Actor's hair grow, or be required to grow a beard, provided the Actor agrees in writing. If agreed, the Theatre shall pay the original expenses and the expenses of the upkeep of said hair or hair style.

(3) If a hair style requires services that may alter or harm the Actor's hair or skin (e.g., chemical permanents, relaxers, weaves, braids, bleaching), the Theatre will identify a licensed and qualified technician to perform those services and give the Actor notice of the name and qualifications of the technician at least 48 hours in advance of any services. The Theatre and Actor, in consultation with the technician, will determine best practices for the upkeep and maintenance of the hair style and/or protection of the hair or skin.

**F. MODIFY Housing Rule 30(A) as follows to ensure Housing is compliant with all rules regarding Non-Discrimination:**

Housing, including room taxes and utilities, shall be provided at no cost to the Actor and Stage Manager. Each Actor and Stage Manager shall have a private bedroom. The Actor and Stage Manager shall be advised at the time the job offer is made whether bathroom facilities must be shared and whether the Actor or Stage Manager is required to share housing with a member of ~~the opposite~~ another gender. All housing provided by the Theatre shall be in compliance with Rule 24(B), EQUAL EMPLOYMENT OPPORTUNITY, Non-Discrimination.

**G. Incorporate language from AEA-LORT 2022 extension letter into the rulebook:**

**ADD NEW Equal Employment Opportunity, Non-Discrimination, Non-Traditional and Inclusive Casting Rule 24(F):**

(1) LORT reaffirms its commitment to providing Actors and Stage Managers with safe, inclusive, and accessible places of employment free from bias, discrimination, harassment, and bullying. For this purpose:

(a) Bullying includes, but is not limited to, repeated, verbal or physical conduct that denigrates or shows hostility or aversion towards an individual. Examples of bullying include, but are not limited to, repeated infliction of verbal abuse, threatening, intimidating or hostile acts, verbal or nonverbal conduct that a reasonable person would find threatening, intimidating, or humiliating by one or more persons against another or others, at the workplace, in work-related activities, and/or in the course of employment.

(b) 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.

(c) 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.

(d) Sexual harassment includes, but is not limited to, sexual or physical assault, unwelcome physical contact of a sexual nature, repeated unwelcome sexual advances or overtures, promises in exchange for sexual favors, sexual jokes, the unwanted sharing of pornographic or sexualized pictures, and other verbal, written, or physical harassment of a sexual nature which are offensive, unwanted or objectionable to the recipient.

(2) As stated in LORT-AEA Rule 24(B), discrimination and harassment are strictly prohibited, whether committed by supervisory or non-supervisory personnel, management, employees, or third parties. Additionally, bullying is strictly prohibited and shall be addressed in the same manner as discrimination under LORT-AEA Rule 24(B). Further, retaliation against an employee for reporting alleged prohibited conduct, in good faith, or for participating in an investigation of such conduct, is strictly prohibited.

(3) Any claimed violation of Rule 24(B) above, for which timely notice is not given, shall be barred unless good cause for such delay is shown. Good cause for purposes of this paragraph shall include if the Actor or Stage Manager asserts that the trauma of the claimed violation caused the failure to provide timely notice.

(4) To facilitate reporting of prohibited discrimination or bullying, Theatres shall have and make accessible to Actors and Stage Managers the Theatre staff member(s) responsible for receiving such reports and ensuring that they are properly addressed.

(5) Theatres shall also provide mandatory anti-discrimination and harassment training to their respective employees on at least an annual basis and will create and maintain anti-discrimination and anti-harassment policies. Such policies shall be provided to Actors' Equity Association and distributed to all Actors and Stage Managers no later than the first rehearsal.

#### **H. Replace existing Nudity rule with more expansive language:**

##### **MODIFY Nudity Rule 41 as follows:**

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

##### (A) Nudity at Auditions.

(1) No nudity shall be permitted at Equity Principal Interviews.

(2) No performer may be required to disrobe, in whole or in part, until after they have been auditioned as an Actor and/or singer and/or dancer.

(3) Nudity at auditions (Equity Principal Auditions and/or Equity Chorus Calls) may be permitted only under the following guidelines:

- (a) An Equity Stage Manager or an official Equity Representative must be present.
- (b) The direct professional and artistic supervisory capacity of all persons present must be attested to, i.e., producer, director, choreographer.
- (c) No sex acts shall be required of any performer at any audition.

(B) During Rehearsals and Performances.

- (1) No Actor may be required to appear nude or simulate acts of a sexual nature in the course of a stage presentation unless they have been advised and given written consent by the time of their signing of the Contract. The script shall be submitted to the Actor for prior review if they so request.
- (2) Actual sex acts during rehearsal or performances shall not be requested or required of a performer.
- (3) No Actor shall be required, while nude, to mix with the audience or to leave the stage or performing area. No member of the audience will be permitted to enter the stage, performance area or backstage while any Actor is nude.
- (4) Except when rehearsing nudity or partial nudity, the Actor appearing nude must redress and/or put on a robe and close it. The Theatre shall ensure the Actor has appropriate clothing and/or a robe for this purpose.
- (5) Cell phones and cameras must be off and put away while nudity is being rehearsed, and sight lines into the rehearsal space from outside the rehearsal space must be blocked (e.g., windows covered).

(C) Photography, Filming, and Videotaping.

- (1) An Actor shall not be required to pose for nude photographs or to appear nude for any motion picture filming, videotaping or other forms of visual recording without the Actor's written consent.
- (2) No photograph in which any Actor appears nude or performs an act of a sexual nature may be used in any way without the written consent of each actor appearing in the photograph on a copy of the photograph release. Such request to utilize the photograph must specify the specific use for the photograph. The signed, released photograph shall be filed with Equity. The Theatre and the Actor shall keep duplicate copies.
- (3) Prior to release or use of any film or videotape in which any Actor appears nude or simulates acts of a sexual nature, each Actor appearing in the scene shall be given an opportunity to view the film or tape. No use or release shall be made without the written consent of each Actor participating in a scene where any Actor appears nude or simulates acts of a sexual nature. A copy of the written consent of each Actor shall be filed with Equity.

An Equity deputy or other authorized Actors' Equity Association representative must be present at all such photographing, filming or videotaping and shall be given an opportunity to view the photographs etc. prior to use or release.

- (4) Artists' renderings of nude Actors shall not be permitted.
- (5) If any use or release of a photograph, film or videotape is made in violation of the above rules, the Theatre will be assessed damages of no less than one (1) week's contractual salary for each violation. The foregoing shall not preclude the Actor or

Actors' Equity Association from instituting any civil or criminal action in addition to the damages set out in this rule.

## **VII. DEVELOPMENT**

### **A. STAGED READINGS**

Allow LORT theatres to hold staged readings under new "LORT Staged Reading," with certain stipulations (including payment):

#### **MODIFY Rule 19 DEVELOPMENTAL WORK as follows:**

(A) ~~Theatre may use the Staged Reading Guidelines.~~ Equity Actors and Stage Managers may participate in a LORT Staged Reading under the following conditions:

(1) Rehearsal and Reading hours are limited to a combined maximum of 35 hours per individual within a 14-day period;

(2) The first 20 hours will be paid at a rate no less than \$15 per hour, or the prevailing minimum wage, whichever is greater, and additional hours will be paid at a rate of \$22.50 per hour, with applicable union dues to be deducted;

(3) The Theatre shall bear the expense of any travel;

(4) The Theatre shall not require memorization;

(5) There shall be only minimal staging and no sets, props, wigs, costumes, or make-up;

(6) The Theatre may pay 0.50% of the Experimental Theatre minimum when the Media Rules are used for a LORT Staged Reading;

(7) For invited audiences only;

(8) A LORT Stage Reading shall not take the place of any production in the Theatre's season.

LORT and Equity will agree on a questionnaire and roster to be used for LORT Staged Readings.

(B) If an Actor has been engaged by a Theatre ~~under the~~ for a LORT Staged Reading Guidelines and is then employed under any subsequent combination of the Casual Employment Rider (see page 143) and/or the Experimental Theatre provision (see Rule 57(C)) for the same play for at least four weeks or 24 days (consecutive or non-consecutive), and the Theatre subsequently produces the play on a full LORT contract or any other standard Equity contract within a period of three years following the end of the Casual Employment Rider and/or Experimental Theatre contract, whichever was later, the Theatre agrees either to make a *bona fide* offer to the Actor to perform the same role or function in the full contract production or to

pay to the Actor an amount equal to three weeks' minimum salary under said subsequent Equity contract.

- (C) If ~~the~~ a LORT Staged Reading ~~Guidelines are~~ is not used and an Actor has been employed by a Theatre under any combination of the Casual Employment Rider and/or the Experimental Theatre provision for the same play for at least five weeks or 30 days (consecutive or nonconsecutive), and the Theatre subsequently produces the play on a full LORT contract or any other standard Equity contract within a period of three years following the end of the Casual Employment and/or Experimental Theatre contract, whichever was later, the Theatre agrees either to make a *bona fide* offer to the Actor to perform the same role or function in the full contract production or to pay to the Actor an amount equal to three weeks' minimum salary under said subsequent Equity contract.

## **B. EXPERIMENTAL THEATRE.**

Allow LORT Theatres to use any of their stages for Experimental Theatre, with restrictions, and allow for additional weeks under Experimental Contract for theatres located outside of NYC.

### **MODIFY SECOND THEATRE Rule 57(C)(1) Experimental Theatre:**

A Theatre ~~housing a second or third theatre with fewer than 150 seats, or that charges no admission,~~ may operate a theatre ~~it~~ as an Experimental Theatre, provided that (i) the theatre is limited to fewer than 150 seats or no admission is charged, (ii) the production is not funded, in whole or in part, by enhancement funds from a commercial producer or producing entity, that creative control for the content of the production rests exclusively with the producing Theatre, and (iii) further providing that the Experimental Theatre productions may not take the place of any production in the Theatre's regular season.

### **MODIFY SECOND THEATRE Rule 57(C)(6)(c) Experimental Theatre as follows:**

Should a Theatre (except those located in New York City) use the Experimental Theatre provision within the five boroughs of New York City, the total period of employment (rehearsal and performance, if any) shall not exceed ~~two~~ four weeks.

## **C. CASUAL EMPLOYMENT RIDER.**

Expand CER to 5 days, and allow more flexibility for hours within those five days:

### **MODIFY Casual Employment Terms and Conditions, paragraph 1, as follows:**

A Casual Employment Rider (CER) shall be signed when the Actor is contracted for projects of one to ~~four~~ five consecutive days, or two to five non-consecutive days within any seven-day period, including but not limited to rehearsals and performances of a production on one day and the repetition of the same production on subsequent days; or the rehearsal and performance of a production on one day and a different production on successive day or days.

**MODIFY Casual Employment Terms and Conditions, paragraph 3, as follows:**

~~On the first day of the project, the Actor may work eight out of ten consecutive hours on one day of the project, including rehearsing and/or performing. On the second and subsequent other day(s) of the project, the Actor may be permitted to work up to six hours each day. The six hours would include rehearsing and/or performing. The CER will be used to cover a project of no more than four consecutive days' duration.~~

**VIII. MEDIA**

**A. Allow further flexibility for recording time:**

**MODIFY Media: Recording & Broadcast Rule 35(C)(1)(a) as follows:**

Starting with the first day of rehearsal through the official opening or one week following the first paid public performance, whichever is earlier, regularly scheduled rehearsals may be captured for up to four consecutive or non-consecutive hours per week over any ~~three~~four-day period. Any capture lasting less than ~~one hour~~ 30 minutes shall ~~constitute a full hour block~~ count as 30 minutes toward the weekly total. In repertory companies, the four consecutive or non-consecutive hours apply per week, not per production.

**B. Allow for altered lighting to ensure Actors are shown in best light:**

**MODIFY Media: Recording & Broadcast Rule 35(C)(2)(d) as follows:**

No additional or altered lighting may be used, except to ensure that the Actor is shown in the best possible light, in which case the cast must be given notice of such altered lighting no later than the half-hour call. It is intended that in permitting such capture and such altered lighting, neither the Actor nor the audience shall be disturbed in any manner.

**C. Allow for expansion of recording by non-profit educational broadcast station of rehearsal & performance:**

**MODIFY Media: Recording & Broadcast Rule 35(C)(4)(b) as follows:**

A news organization or media company may only capture up to 30 minutes of rehearsal and up to 30 minutes of performance per production. No more than three minutes of edited performance or rehearsal footage that is captured by new organizations or media companies may be broadcast. Such broadcast may not depict an entire scene or musical number.

The above notwithstanding, a non-profit educational broadcast station may capture up to one hour of rehearsal and up to one hour of performance per production, of which no more than eight minutes of edited performance or rehearsal footage may be broadcast. LORT will notify Equity of such usage no later than three days following the capture.

**D. Allow actors & understudies to view recordings to facilitate production work, provided that required viewing counts towards rehearsal time:**

**MODIFY Media: Recording & Broadcast Rule 35(E)(2)(a) as follows:**

The Recording may be used by the director, choreographer, playwright, orchestrator, dance arranger, designers, Stage Manager, Dance Captain, Fight Captain, Actors and understudies, Stunt Coordinator, and/or the not-for-profit transferee Theatre's production staff. This usage shall only occur in instances under the Theatre's control, and any time in which an Actor, Stage Manager, Understudy, etc., is required to view the footage shall be considered rehearsal time.

**E. Amend payment owed for TV Commercials to properly reflect LORT Theatres outside of NYC/LA:**

**CLARIFY and MODIFY Media: Recording & Broadcast Rule 35(F)(2)(d) as follows:**

Each Actor who appears in the commercial shall receive no less than the sum of (i) 1/13<sup>th</sup> the pro-rata portion of the applicable session fee, based on the number of weeks of usage, ~~(currently \$671.69)~~ plus (ii) 1/13<sup>th</sup> the pro-rata portion of the SAG-AFTRA On-Camera Principal use fee for the applicable market ~~applicable New York Wild Spot On-Camera Principal use fee (currently \$1320.01)~~ for each week that the commercial is broadcast. The weeks need not be consecutive. ~~However, as of the 9<sup>th</sup> week of broadcast, the Actor shall receive an additional 5/13ths of the sum of the applicable session fee and the applicable New York Wild Spot On-Camera Principal use fee. Thereafter, the Theatre may broadcast the commercial for one year from the date that the commercial is first broadcast.~~

**F. Amend payment owed for Institutional Commercials to properly reflect LORT Theatres outside of NYC/LA:**

**CLARIFY and MODIFY Media: Recording & Broadcast Rule 35(F)(3)(c) as follows:**

The Theatre must obtain written permission from Actors who appear in clips taped prior to the commencement of this Agreement. Each Actor who appears in the commercial shall receive no less than the sum of (i) 1/13<sup>th</sup> the current one-week pro-rata portion of the applicable session fee ~~(currently \$671.69)~~ plus (ii) 1/13<sup>th</sup> the current one-week pro-rata portion of the SAG-AFTRA On-Camera Principal use fee for the applicable market ~~New York Wild Spot On-Camera Principal use fee (currently \$1320.01)~~ unless the Actor has already received said payment for a prior use of the clip in which the Actor appears. For the foregoing payment, the Theatre shall have the right to broadcast the clip in an institutional commercial for three years from the date that the commercial is first broadcast.

**G. Allow streaming of performance for the purpose of community outreach:**

**MODIFY Media: Recording & Broadcast Rule 35(K) as follows:**

Community Outreach. Theatre shall have the right to simulcast live a regularly scheduled performance or stream a captured performance through a password-protected or otherwise restricted website to a place of public assembly (i.e., community center, VFW hall, school auditorium, city park, military base, and prison) for the purposes of community outreach/audience engagement. This stream must occur during the regularly scheduled performance run of the production. Theatre will submit to Equity a usage form that reports the production, the date, the location, attendance records, and ticket revenue, if any. Further, any ticket revenue will be included in the Theatre's Certified Weekly Box Office Receipts. This provision is not intended to provide use for any pay television broadcast, making of cassettes, or other audio/visual Recordings for public sale or distribution.

**H. Expand allowances for captured material to be used for the sole purpose of assisting interpreters:**

**DELETE Media: Recording & Broadcast Rule 35(O)(1) and MODIFY Rule 35(O)(2) as follows:**

The Theatre may use material captured under Rule 35(C) and/or make an audio or video Recording for the sole purpose of assisting interpreters. If the Theatre makes an audio or video Recording for the sole purpose of assisting interpreters:

(a) Under no circumstances may any such Recording, in whole or in part, be used for any commercial or non-commercial purpose, except as expressly provided herein, without the written consent of Equity and pursuant to terms established by Equity.

(b) Capture will take place during ~~one~~ regularly scheduled rehearsal(s) or performance(s) of each production. There may be no special calls and no special staging for the capture.

(c) The Actors shall be given at least 24 hours' notice of any capture hereunder.

(d) No copies of the Recording shall be permitted. The Recording will be adequately secured by the ~~Stage Manager~~ Theatre or the interpreter to ensure its integrity. Under no circumstances may anyone other than the interpreter listen to or view the Recording.

(e) After the stated purpose has been accomplished, the Recording must be destroyed~~will be surrendered to Actors' Equity Association, accompanied by written certification signed by the Theatre, the Stage Manager and the interpreter that no copies of the Recording exist.~~

**I. Add rule allowing for simulcast/stream of productions to virtual ticketholders:**

**ADD NEW Media: Recording & Broadcast Rule 35(S) as follows:**

Virtual Ticketholders. The Theatre shall have the right to simulcast live a regularly scheduled performance or capture a regularly scheduled performance to stream through a password-protected or otherwise restricted website to virtual ticketholders under the following conditions:

- (1) The simulcast/stream will only be available to virtual ticketholders for the production;
- (2) The Theatre will make best efforts for the simulcast/stream to be hosted on a website capable of single, non-transferable viewing;
- (3) Exhibition on paid streaming services that regularly offer access to recorded programming (e.g., Netflix, Hulu, HBO Max, Disney+, AppleTV+, CBS All Access, Peacock, etc.) is strictly prohibited;
- (4) Combined sales for in-person and virtual tickets may not exceed the stage's normal seating capacity for the originally scheduled run;
- (5) All exhibition must be completed no later than four weeks after the close of the production;
- (6) Equity may request all data and reports related to the simulcast/stream;
- (7) Each Actor and Stage Manager will receive individual credit with proper identification of each character and/or role in addition to their name;
- (8) For any production that may use the terms of this Rule 35(S), the Theatre will include a notice to that effect in its first communication of employment terms to each Actor and Stage Manager and a rider to that effect in each Actor's and Stage Manager's individual employment contract; and
- (9) The Theatre will notify Equity if the terms of this Rule 35(S) are used for a production.

**J. Add rule allowing for archival streaming of previous productions:**

**ADD NEW Media: Recording & Broadcast Rule 35(T) as follows:**

Archive Streaming. The Theatre shall have the right to stream a capture of a closed production through a password-protected or otherwise restricted website under the following conditions:

- (1) The Theatre must contact all Actors and Stage Managers who were called when the capture was made to secure unanimous approval and shall provide a list of abstentions to Equity (members who do not respond within two weeks shall be counted as an abstention);
- (2) The Theatre will make best efforts for the simulcast/stream to be hosted on a website capable of single, non-transferable viewing;
- (3) Exhibition on paid streaming services that regularly offer access to recorded programming (e.g., Netflix, Hulu, HBO Max, Disney+, AppleTV+, CBS All Access, Peacock, etc.) is strictly prohibited;
- (4) The views per week may not exceed 200% the stage's normal seating capacity for eight performances, except that for theatres with 350 seats or fewer, the views per

week may not exceed 300% of the stage's normal seating capacity for eight performances;

(6) The Theatre shall pay each Actor and Stage Manager called when the capture was made a fee of no less than (i) \$100 for each week of archive streaming offered free to consumers and (ii) \$200 for each week of archive streaming paid by consumers;

(7) The Theatre contributes to the Equity League Health Benefits Trust Fund an amount equal to two weeks of Health contributions at the Theatre's applicable rate on behalf of each Actor and Stage Manager called when the capture was made;

(8) Equity may request all data and reports related to the archive streaming;

(9) Each Actor and Stage Manager will receive individual credit with proper identification of each character and/or role in addition to their name;

(10) The Theatre will notify Equity if the terms of this Rule 35(T) are used for a production.

## **IX. MISCELLANEOUS**

### **A. Reduce number of individuals required to hold Grievance Committee, and clean up language to reflect current practice between AEA & LORT:**

#### **MODIFY Arbitration Rule 3(B) as follows:**

Before proceeding to arbitration, ~~either party may~~ the dispute must be submitted ~~the dispute~~ for review and possible resolution by a Grievance Committee comprised ~~ing of~~ of ~~four~~ three individuals designated by Equity and ~~four~~ three individuals designated by LORT. ~~The Grievance Committee shall convene quarterly in New York City and shall consider the grievances then pending between the Parties.~~ The ~~four~~ three individuals designated by Equity and the ~~four~~ three individuals designated by LORT shall each have one vote in the aggregate. Two votes shall be necessary to resolve any dispute. Should the Grievance Committee fail to resolve the dispute, either party may submit the same to arbitration. ~~Notwithstanding the foregoing, either Equity or LORT may decide to waive the grievance procedure and proceed directly to arbitration.~~

### **B. Move timeline of EPAs up to theater's selection of the season, instead of season announcement date:**

**MODIFY Auditions or Interviews (Principal) Rules 4(C)(2)(b), (c), & (d) and Rule 4(E)(1) & (3) by replacing "announcement of the season" with "selection of the season"**

### **C. Remove references to the Deputy from all rules, except for the below:**

#### **MODIFY Equity – Special Provisions Rule 25(F):**

~~Deputies of Equity shall be permitted in each company.~~ Equity shall have the right to maintain Deputies on each production. Duly authorized representatives shall have free access to the stage and to all Actors at all times, inclusive of rehearsals and

performances. Sufficient time shall be set aside during the beginning of the rehearsal period for an Equity representative to conduct Equity business. Such time, when utilized for this purpose, shall not be counted as part of that day's rehearsal and shall not cause the Theatre to incur any penalties.

*"Deputy" removal sections as follows:*

**MODIFY Clothing and Costumes Rule 12(F)(3) as follows:**

Stockings, shirts and other conventional "skin parts" of costumes and/or clothes shall be laundered or cleaned for each performance. Such items may be laundered or cleaned less frequently if the ~~Deputy and~~ Stage Manager agrees. Laundered items shall be completely dry and delivered prior to the half-hour call.

**MODIFY Equity – Special Provisions Rule 25(F) as follows:**

~~Deputies of Equity shall be permitted in each company.~~ Equity shall have the right to maintain Deputies on each production. Duly authorized representatives shall have free access to the stage and to all Actors at all times, inclusive of rehearsals and performances. Sufficient time shall be set aside during the beginning of the rehearsal period for an Equity representative to conduct Equity business. Such time, when utilized for this purpose, shall not be counted as part of that day's rehearsal and shall not cause the Theatre to incur any penalties.

**MODIFY Media: Recording & Broadcast Rule 35(C)(1)(b) as follows:**

The Stage Manager shall file a report with Equity giving the time utilized for the capture. ~~Said report shall be initialed by the Deputy(ies).~~ Upon contemplation of capture during a rehearsal, the Theatre shall make every reasonable effort to give the cast 24 hours' notice.

**MODIFY No Strike or Lock-out Rule 38(B)(1) as follows:**

Equity gives written notice to the Theatre and the company ~~Deputy~~ within 24 hours of notice from the Theatre of such action, that it has not authorized the stoppage, strikes, slowdown or suspension of work; and

**MODIFY Rehearsal, Performance, Work Rules Rule 51(E)(1) as follows:**

There shall be a break of no less than 1½ hours after not more than five consecutive hours of work except as provided in sections (D)(1)(b) and (D)(2)(b) above. If the Theatre has no objection, the ~~Deputy(ies) company~~ may reduce this break to one hour. ~~This Deputy prerogative shall be exercised solely for the convenience and at the request of the company by a 2/3rds majority secret ballot vote of the Equity members of the company.~~

**MODIFY Rehearsal, Performance, Work Rules Rule 51(E)(5) as follows:**

There shall be no less than a 12-hour rest period between the end of employment on one day and the beginning of employment on the next day (see Rule 64(I)(3) for Stage Manager's Breaks), except that where a pre-school or student audience performance begins prior to 12:00 noon, the rest period may be reduced to 10 hours. At the company's request, by a 2/3rds majority secret ballot vote, the ~~Deputy(ies)~~ company may also reduce this period to a minimum of 10 hours on one performance days. If the company has voted to rehearse on a two-performance day (see section (C)(4) above), the rest period may be 11 hours.

**MODIFY Safe and Sanitary Places of Employment Rule 54(K)(3)(b) as follows:**

The Theatre will supply the Stage Manager ~~and the Deputy~~ with the name and qualifications of the instructor.

**MODIFY Secret Vote Rule 58(A) as follows:**

At all meetings of Actors employed on Equity contracts called by the ~~Deputy or the~~ Stage Manager, the vote shall be by secret ballot.

**MODIFY Secret Vote Rule 58(B) as follows:**

Should any situation arise where the Theatre wishes the company to consider any proposition not covered by the standard Equity contracts of employment or Equity rules, the Theatre shall notify ~~the Deputy~~ Equity and ~~the Deputy~~ Equity shall arrange a meeting of the ~~cast~~ company which may be held at the Theatre where the company is playing. At such meeting or meetings, neither the Theatre nor its representative shall be present unless so requested by a majority of the ~~cast~~ company but not in any event when a vote is taken. Any proposed action by the ~~cast~~ company shall not, however, be binding without the written approval of Equity.

**MODIFY Tours Rule 67(H)(1)(b) as follows:**

The Theatre shall submit to Equity ~~and the Deputies of the company~~ a route sheet (on a form provided by Equity) which shall contain places of performance, milage between cities, estimated hours of travel and a performance schedule. The route sheet and performance schedule shall be submitted prior to the commencement of the tour. Subsequent route sheets and performance schedules shall be submitted to Equity ~~and the Deputies~~ as bookings are arranged. Performance schedules must be provided at least two weeks prior to the performance and shall include dates, times, places and title of play to be performed. A representative of the Theatre shall travel with the company on the bus at all times.

**MODIFY Tours Rule 67(H)(1)(m) as follows:**

There shall be at least 1½ hours between the end of a previous performance (or arrival in town) and half-hour, which can be reduced to one hour by ~~the Deputy Committee a~~ company majority vote. If the end of a previous performance (or arrival in town) is less than 1½ hours prior to half-hour, the Theatre shall provide a meal at the theatre. The

break between performances specified in this section shall not apply to school performances of 1½ hours’ or less duration.

**D. For LORT Theater categorization, modify breakpoints of LORT Box Office reports and create new side letter to address re-categorization of American Conservatory Theatre (please see below for list of theaters that will change categories as a result of this shift):**

**MODIFY Company Categories Rule 13(A) as follows:**

Effective ~~July 2, 2018~~ July 1, 2024, each Theatre shall be categorized according to the schedule set forth below of certified, actual weekly box office gross receipts averaged over the Theatre’s fiscal years ~~2018, 2014, 2015, and 2016~~ 2017, 2018, 2019, 2020, 2021, and 2022:

|      |   |
|------|---|
| “B+” | \$176,000.00 and above                                    |
| “B”  | <del>\$86,000.00</del> <u>\$87,000.00</u> to \$175,999.99 |
| “C”  | \$63,000.00 to <del>\$85,999.99</del> <u>\$86,999.99</u>  |
| “D”  | \$62,999.99 and below                                     |

No Theatre shall shift more than one category, up or down, in one year. No Theatre shall move in or out of the “A” Category; however, effective July 3, 2023, American Conservatory Theatre shall be categorized according to certified, actual weekly box office gross receipts as outlined above.

The Theatre shall notify Equity of its fiscal year within 30 days of joining LORT, within 30 days of the end of the Theatre’s fiscal year, the Theatre shall provide Equity with its certified actual weekly box office receipts.

**ADD NEW side letter to address annual review of full audited financials and fiscal year reports for American Conservatory Theatre.**

*Based on the above “breakpoints”, stages will change category as follows:*

- American Conservatory Theatre (Geary Theatre, Mainstage) A to B+
- La Jolla (M. Weiss Theatre, Mainstage) B to B+
- Huntington (Mainstage) B+ to B
- Arizona Theatre Company (Tucson, Mainstage) C to B
- Great Lakes Theatre Festival (Hanna, Mainstage) C to B
- Westport Country Playhouse (Jason Robards, Mainstage) B to C
- Cleveland Playhouse (Allen, Mainstage) B to C
- Second Stage (Kiser, Second Stage) B to C
- Syracuse Stage (John Archbold, Mainstage) D to C
- Denver Center Theatre (Kilstrom, Second Stage) D to C
- American Conservatory Theatre (Strand, Second Stage) C to D
- Alabama Shakes (Festival Stage, Mainstage) C to D
- Alley Theatre (Neuhaus, Second Stage) C to D
- Yale Rep (University, Second Stage) C to D

**E. Add rule requiring theatre to provide make-up remover for body makeup:**

**MODIFY Clothing and Costumes Rule 12(D) as follows:**

The Theatre shall provide all make-up except ordinary and conventional make-up. If the Actor is required to use body make-up, the Theatre shall furnish clean cloth towels and make-up remover appropriate for the removal of such make-up (see Rule 54(C)(4)).

**F. Expand Rule on Protective Clothing to include all Protective Clothing:**

**MODIFY Clothing and Costumes Rule 12(C) to change heading from “Knee Pads” to “Protective Clothing”**

**G. MODIFY Rule 15(G)(4) CONTRACTS to allow for a fifth assignment with additional compensation as follows:**

An Actor may be assigned no more than four job assignments (excluding bit parts ~~and Fight Captain~~) in a production in which the Actor may be performing. A fifth assignment may be added provided (i) the Theatre and Actor agree in writing, (ii) the Actor is paid no less than \$50 for the fifth assignment, and (iii) the Actor is not assigned to perform as an Assistant Stage Manager. Job assignments may include performing parts, understudying parts or performing as Assistant Stage Manager, if permitted.

**H. ADD language that Dance Captain increment is required from first day of assignment in non-Chorus Musicals. ADD definition of Dance Captain to rule 18, DEFINITIONS.**

**MODIFY Dance Captain Rule 16(A) as follows:**

When there is choreography and/or musical staging in a Chorus musical production, a Dance Captain shall be required and paid from the first day of assignment (i.e., first day of employment as Dance Captain) but in no event later than the first day of rehearsal. When there is choreography and/or musical staging in a non-Chorus musical production, a Dance Captain shall be required and paid from the first day of assignment but in no event later than the first day of choreography and/or musical staging. If the Choreographer is in the production and serving as Dance Captain, the increment shall be paid as of the first paid public performance.

**ADD NEW definition of “Dance Captain” to Rule 18, Definitions:**

The term “Dance Captain” shall refer to an individual assigned as Dance Captain under Rule 16 whose duties include working in tandem with the Stage Manager to maintain the artistic intentions of the director and/or choreographer; preserving the integrity, style, and intention of the choreography and/or musical staging; taking notes on the choreography and/or musical staging during the show and communicating those notes as needed to Actors, the Stage Manager, and/or the Theatre; maintaining choreography and/or musical staging during the run of the production; rehearsing choreography and/or musical staging with swings, understudies, and replacements.

- I. **Incorporate definition of Fight Captain into CBA, and clarify that SM’s may not be required to serve as Fight Captain:**

**ADD NEW definition of “Fight Captain” to Rule 18, Definitions:**

The term “Fight Captain” shall refer to an individual assigned as Fight Captain under Rule 63(B) whose duties include supervising fight calls, taking notes on stage fighting/stunts during the show and communicating those notes as needed to Actors, the Stage Manager, and/or the Theatre, maintaining stage fighting/stunts during the run of the production, rehearsing stage fighting/stunts with understudies and replacements, and informing the Theatre of any safety concerns that could affect stage fighting/stunts (e.g., the condition of the stage or a prop).

**MODIFY Stage Managers and Assistant Stage Managers Rule 64(A)(1) as follows:**

The Stage Manager shall be the individual who is assigned to and is primarily responsible for a specific production or productions. The Stage Manager is not permitted to act. The Stage Manager shall not be required to be the Fight Captain.

- J. **ADDRESS Equal Employment Opportunity, Non-Discrimination, Non-Traditional and Inclusive Casting Rule 24(E) Seasonal Casting Practices Survey**

- K. **MODIFY Forms Rule 28 as follows:**

Equity will forward to LORT copies of all new and/or changed forms in advance of their promulgation. No form, including Bond or Security Agreement, issued by Equity, regardless of its contents, shall modify, affect, change, alter or influence the text or meaning of any rule in this Agreement. This does not pertain to forms utilized solely between Equity and Actors and Stage Managers working under a LORT contract, unless the form was bargained for by LORT and Equity.

- L. **ADD NEW Housing Rule 30(G)(10):**

Should the Actor inform the Theatre in writing that the Actor is or will be local to the Theatre’s city or greater metropolitan area on or before the first day of employment, the Theatre shall be relieved of any further obligation to the Actor with respect to housing accommodations.

- M. **MODIFY Juvenile Actors Rule 32(D) as follows:**

“Theatre shall use best efforts to provide ~~separate~~ dressing rooms for ~~male and female~~ Juveniles inclusive of all different genders, which shall be separate from the adult dressing rooms.”

- N. **Add new provision that allows Actors/SMs to make requests to seek more remunerative employment:**

**MODIFY Exclusive Service of the Actor Rule 26(A) as follows:**

Except as otherwise provided for in the contract of employment, the Actor shall not accept any other engagement in the legitimate and/or musical comedy fields from the date of beginning of rehearsals and until the contract is lawfully terminated, without the written consent of the Theatre. The Actor shall not have the right to accept employment in television, motion pictures or other employment which conflicts with the fulfillment of the Actor's duties under the Actor's contract. Requests for unpaid leave for the sole purpose of accepting any such engagement or employment that would be more lucrative for the Actor will not be unreasonably denied by the Theatre.

- O. **INCORPORATE the changes effective February 13, 2022 in Musical Productions Rules 37(A)(2), (A)(3), (A)(4), (A)(5), (A)(7), (A)(8), and (B) into the body of each paragraph (i.e., incorporate the "sunrise" clauses, resulting in an increase in Chorus contracts, and a minimum of 50% of all Chorus signed to Equity contracts.**

- P. **Eliminate references to "EMC" and "local jobbers" throughout rulebook:**

**Remove Non-Professional categories by DELETING Non-Professionals Rules 39(C) and (D), renumbering subsequent paragraphs accordingly, and making conforming changes as follows:**

**MODIFY Non-professionals Rule 39 as follows:**

(A) The Theatre may employ non-professionals (~~Equity Membership Candidates, students and local jobbers~~) who are not members of any branch of the 4 A's and/or who are not members of a performers' union outside the United States.

...

(G) Use of Non-Professionals and Ratios.

(1) "A," "B+," "B," "C," and "D" Theatres may employ non-professionals (~~Membership Candidates, students and local jobbers~~) according to the following tables . . .

**MODIFY Non-professionals Rule 39(H) as follows:**

(1) Theatres operating any "A" stage or stages outside New York City may employ one ~~student [as defined in Rule 39(E)(1)]~~ non-professional on each such stage in each season provided there are no fewer than two productions on the applicable stage during the season. This ~~student~~ non-professional shall be in addition to the employment of any students permitted under Rule 39(E)(2).

(2) Theatres operating any "B+" and/or "B" stage or stages may employ one non-professional (~~i.e., EMC, student, or local jobber~~) on each such stage in each season

provided there are no fewer than two productions on the applicable stage during the season. This non-professional shall be permitted outside the limits of the non-professional ratios of Rule 39(G)(4) and the 35% rule.

(3) Theatres operating any “C” and/or “D” stage or stages may employ two non-professionals (~~i.e., EMCs, students and/or local jobbers~~) on each such stage in each season provided there are no fewer than two productions on the applicable stage during the season. These non-professionals shall be permitted outside the limits of the non-professional ratios of Rule 39(G)(4) and the 35% rule.

...

**Q. DELETE sunset clauses of Non-Professionals Rules 39(E)(2), (G)(1), (G)(4), (G)(5)(c), and (H), and Professional Theatre Interns Rule 47(H) to codify the “35% rule”**

**R. UPDATE list of Academic Theatres in Non-professionals Rule 39(E)(4) as needed.**

**S. MODIFY Non-Resident Aliens Rule 40 by replacing “Non-Resident Alien Actors” with “International Artists” and further MODIFY Rule 40(A) as follows:**

Individual Actors. A Theatre may engage International Artists. ~~no more than two Non-Resident Alien Actors per season or contract year under the following conditions:~~

Prior to the first day of employment, the Theatre shall contribute to the Equity-League Health Benefits Trust Fund an amount equal to 12 weeks of Health coverage at the Theatre’s applicable rate on behalf of the ~~Non-Resident Alien Actor~~ International Artists. If the ~~Non-Resident Alien Actor’s~~ International Artist’s employment exceeds 12 weeks, the Theatre shall make a contribution to the Health Benefits Trust Fund on behalf of the ~~Non-Resident Alien Actor~~ International Artist for each and every additional week of employment.

**T. MODIFY Rule 42 PARKING as follows:**

The Theatre shall provide parking for the Actors under the same conditions as are generally and customarily offered to a majority of the Theatre’s staff. For example, if the Theatre’s staff receives free or discounted parking privileges, the Actor shall receive the same privileges or if the staff participates in a parking lottery, the Actor shall participate proportionately on the same terms. This provision shall not apply to an Actor being housed under Rule 30 unless the Theatre provides the Actor with a car for use during their employment.

**U. MODIFY Program, Souvenir Program and Cast List Rule 48(C)(1) as follows:**

Where a biography other than that of the Author(s) appears, biographies shall be included for the performing Actors, Stage Manager and the Assistant Stage Manager, and if the Theatre provides patrons with access to a digital program, biographies shall also be included for Understudies. The Actor shall have the right of approval of biographical material for the program and souvenir program. Approval must be in

writing, and shall not be unreasonably withheld. Biographical material not disapproved within 48 hours of its submission to the Actor shall be considered approved.

**V. CLARIFY AND MODIFY Rehearsal, Performance and Work Rules Rule 51(B)(7) as follows:**

Rehearsals and Performances Lost. If the cast as a whole cannot rehearse or perform because of fire, accident, riot, civil unrest, Act of God ~~(or official planning action for an Act of God, e.g., NYC shuts down public transportation in planning for Hurricane Sandy)~~, National Day of Mourning, ~~or~~ the public enemy, terrorist attack, active shooter situation, epidemic, pandemic, quarantine, or emergency which could not be reasonably anticipated or prevented; or because of official planning for any of the foregoing (e.g., NYC shuts down public transportation in planning for Hurricane Sandy; federal, state, or local government prohibits or limits public assembly); or because Theatre closes in reasonable anticipation of, or to prevent, any of the foregoing (e.g., Theatre cancels rehearsal or performance in anticipation of predicted snow storm or hurricane), the Actor shall receive the applicable minimum salary for the first three rehearsal days and/or performances lost. Should any of the foregoing conditions continue for a period of ten days or more, either party may terminate the contract, and the Theatre shall pay for all services to date.

For any cancelled performances where the Actor's salary is not reduced as provided herein, the Theatre may substitute a performance for the cancelled performance by giving written notice to Equity and the Actor. The Theatre may revise its performance schedule to reschedule up to two missed performances on performance days in the same week or in subsequent weeks of the run, without incurring any penalty or premium. In no circumstances may three performances fall on one day nor may any week contain more than nine performances, except that a rescheduled performance may be the tenth performance in the week provided it is a performance for pre-school or student audiences and a premium of 3/16ths weekly contractual salary is paid to the Actor. The Theatre may not schedule six performances over three consecutive days or use this provision in weeks containing six performances scheduled over three consecutive days (see Rule 51(E)(7)(d)).

The Actor's unavailability for a substitute performance shall not constitute "just cause" for termination.

"Acts of God" shall refer to the forces of nature that are: (1) unpredictable and difficult to anticipate; (2) the result of the direct, immediate and exclusive operation of the forces of nature, uncontrolled or uninfluenced by the power of man and without human intervention; and/or (3) of such character that it could not have been prevented or avoided by foresight or prudence.

Theatre shall inform Equity if it carries business interruption insurance that potentially covers labor costs. If the Theatre receives insurance proceeds that apply to labor costs, it shall bargain with Equity over additional compensation under this section.

**W. Allow LORT theatres to use cancelled performance time as rehearsal time for up to 3.5 hours:**

**ADD NEW Rehearsal, Performance and Work Rules Rule 51(B)(9):**

At the Theatre's option, if a scheduled performance is cancelled, the Theatre may schedule up to 3½ hours of additional rehearsal time in lieu of the cancelled performance. These additional rehearsal hours shall not count toward the 10 hours per week limit [see Rule 51(C)(6)(d)].

**X. MODIFY Rehearsal, Performance and Work Rules Rule 51(C)(6)(d) as follows:**

After the official opening or one week following the first paid public performance of the Actor's final production of the season, whichever comes first, rehearsals shall be limited to 10 hours per week for understudy, brush-up, replacement, sensory-friendly performance adjustments and classes only. Where the author (i.e., playwright, translator, adapter, or composer) is in residence a substantial portion of the time, the 10-hour brush-up rule referred to above may be used for revisions for four weeks following the first paid public performance.

**Y. Add new Rule to allow for 1 week of unpaid leave during the holiday season:**

**ADD NEW Rehearsal, Performance and Work Rules Rule 51(E)(7)(d)(iv):**

December Holiday Scheduled Leave. The Theatre may elect to schedule unpaid leave of no more than one week between December 15 and January 5. The Actor shall be advised by rider of the dates of any such leave. An Actor who does not have a residence in the Theatre's city or greater metropolitan area shall have the option of either (i) remaining in their housing during the scheduled leave or (ii) being transported to and from their place of residence at the Theatre's expense or to and from another location as long as the cost of the transportation to the Theatre does not exceed the expense of transportation to and from the Actor's place of residence.

**Z. MODIFY Salaries Rule 55(N)(3) as follows:**

For an Actor who will be under a continuous contract for ~~five weeks or more~~ than two weeks, the Theatre may require that the Actor's weekly compensation be deposited directly into the Actor's personal bank account or an equivalent payroll payment processor. Should the Theatre require the Actor to accept direct deposit, it shall be set forth in a rider to the Actor's contract. All costs will be borne by the Theatre and the Theatre will make deposits in such manner that the Actor shall have access to the Actor's compensation as provided in section (N)(1) above. The Theatre shall provide the Actor with a weekly written record of all payments and deductions.

**AA. Codify that any actor overlapping on stages at the same LORT theatre will always make the higher of the two salaries:**

**CLARIFY Second Theatre Rule 57(A)(2) as follows:**

An Actor who crosses over from the main theatre to the second theatre shall continue to receive the Actor's higher contractual salary for any week(s) the Actor remains on contract for the main theatre. An Actor who crosses over from the second theatre to the main theatre shall, on the commencement of services relating to the main theatre, receive no less than the minimum salary applicable to the main theatre which shall not be diminished on the occasion of any future crossover for any week(s) the Actor remains on contract for the main theatre. No non-professionals shall be permitted in a second theatre attached to an "A" category theatre in New York City and/or Los Angeles. If a second theatre tours, it shall do so under the Rules governing the main theatre (see Rule 55(L)).

**BB. Expand sick leave rule to allow actors/SMs to take sick time at their discretion:**

**MODIFY Sick Leave, Illness and Bereavement Rule 61(A) as follows:**

The Actor or Stage Manager shall be entitled to six working days of sick and/or bereavement leave during the first 24 weeks of employment. Sick leave may be used, at the Actor's or Stage Manager's option, for the Actor's or Stage Manager's illness, injury, or health condition, including obtaining diagnosis, care, or treatment and any travel days required to obtain such services or to obtain such services in-network under the Actor's or Stage Manager's health insurance. The Actor or Stage Manager may, at the Actor's or Stage Manager's option, use a maximum of three such days for any one bereavement leave. Should any or all of the bereavement leave exceed the foregoing number of days, the additional days may be unpaid. If the employment is for a period of longer than 24 weeks in any season, the Actor or Stage Manager shall have an additional six working days of sick and/or bereavement leave upon the foregoing terms.

The Theatre shall inform Actors and Stage Managers how to give the Theatre notice of the use of sick or bereavement leave. The Theatre will not ask Actors or Stage Managers, either orally or in writing, to provide information or documentation regarding healthcare choices in order to use sick leave. Unless prohibited by law, the Theatre will immediately notify the Actor or Stage Manager and Equity if the Theatre is contacted by any branch of government or law enforcement regarding an Actor's or Stage Manager's healthcare choices or receives a search or arrest warrant, administrative subpoena, or any other request for documents regarding an Actor's or Stage Manager's healthcare choices.

**CC. Delete rule requiring committee action if validity of illness is questioned:**

**DELETE Sick Leave, Illness, and Bereavement Rule 61(B) and renumber subsequent paragraphs accordingly**

**DD. Expand termination rules to allow members to give 4 weeks' written notice prior to rehearsals starting without penalty:**

**MODIFY Termination Rule 66(G)(1) as follows:**

Prior to the Beginning of Employment. Prior to the beginning of rehearsals:

(a) For notices given more than four weeks before the Actors' first day of employment, the Actor may terminate the Actor's contract by giving the Theatre two weeks' notice in writing (with no required payment); the Theatre may terminate the contract by giving the Actor written notice and paying the Actor two weeks' contractual salary.

(b) For notices given within four weeks of the Actor's first day of employment, the Actor may terminate the Actor's contract by giving the Theatre two weeks' notice in writing and paying it two weeks' contractual salary; the Theatre may terminate the contract by giving the Actor written notice and paying the Actor four weeks' contractual salary.

**EE. Expand termination rules during rehearsal to distinguish between first two weeks and after two weeks of rehearsals:**

**MODIFY Termination Rule 66(G)(2)(a)(ii) as follows:**

If the Theatre terminates the Actor's contract during the first two weeks of rehearsals, the Actor shall be paid weekly contractual salary multiplied by the number of weeks specified in the notice clause of the Actor's contract, but in no event may payment be less than four weeks' contractual salary. If the Theatre terminates the Actor's contract after the Actor's first two weeks of rehearsals, the Actor shall be paid weekly contractual salary multiplied by the number of weeks specified in the notice clause of the Actor's contract.

**FF. Amend termination rule to clarify termination of production, and codify minimum employment guarantee of two weeks:**

**MODIFY Termination Rule 66(H)(1) to change heading to "Closing Season and/or Production" and as follows:**

The Theatre may close the season and/or individual production ~~company~~ by posting two weeks' written notice, provided the Actor receives not less than the minimum employment and/or payment guaranteed under the Actor's contract. The minimum employment contract guarantee is two weeks.

**GG. MODIFY Understudies Rule 70(A) as follows:**

In all "A" companies and "B+", "B", "C" and "D" Repertory companies, all parts except "bit parts" and the role in a one-person show must be understudied. Where understudies are not required, the Theatre shall advise the Actor, in a rider to the contract, whether understudies are used. Except as provided in section (E) below and/or Rule 61, the understudy shall receive an additional 1/8<sup>th</sup> of the understudy's own contractual salary for each performance the understudy gives when substituting for the Principal Actor.

**HH. Add new rule allowing for scheduled, unpaid leave of understudies:**

**ADD NEW Understudies Rule 70(H):**

Scheduled Leave. The Theatre may elect to schedule unpaid leave for understudies. The understudy shall be advised by rider of the dates of any such scheduled leave. An understudy who does not have a residence in the Theatre's city or greater metropolitan area shall have the option of remaining in their housing during the scheduled leave or being transported to and from their place of residence at the Theatre's expense. While on scheduled leave, the understudy shall not be required or permitted to attend rehearsals or perform. The Theatre may not reduce the length of the understudy's scheduled leave without giving the understudy at least 24 hours' notice.

**II. DELETE Vacations Rules 73(A)(1), (2), & (4) and MODIFY Rule 73(A)(3) as follows:**

If an Actor is engaged on one contract or multiple contracts for 16 weeks or more, the Actor shall accrue vacation at the rate of one day for each six weeks of employment during the first 24 weeks and thereafter one day for each four weeks of employment. The Actor shall accrue an additional day's vacation provided Actor has been employed for at least half of the six- or four-week period, whichever is applicable. Notwithstanding the above, by the 50th week of the Actor's employment, the Actor shall have accrued two weeks' vacation.

**JJ. INCORPORATE The 5th Avenue Theatre Addendum VII into CBA.**

**KK. EXTEND Company Category Side Letter through the term of the successor CBA, MODIFY "July 2, 2018" effective date to "July 1, 2024", and MODIFY "June 30, 2019" effective date to "June 30, 2025"**

**LL. EXTEND Center Theatre Group-Ahmanson Theatre Side Letter, Claire Tow Theater Side Letter, Goodspeed Musicals Side Letter, NYC's Earned Sick Time Act Side Letter, Roundabout's Underground Side Letters, Tony-Eligible Houses Side Letter, and Utah Shakespeare Festival Side Letter through the term of the successor CBA**

*All other terms and conditions of the 2017-23 LORT-AEA CBA not inconsistent with the above shall remain in full force and effect through the term of the successor agreement.*