

SUMMARY OF CHANGES

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

2015-2019

1. Rule 5: Auditions and Interviews

- a. Revise Rule 5(A)(2)(a)(ii) and 5(A)(2)(b)(i) as follows:

“Simultaneously with the Producer's submission to Equity of the cast breakdown, the names of the Producer, composer, lyricist, author, book writer, if any, director, *associate or* assistant director, musical director, choreographer, stage manager, professional casting director, general manager, company manager and an address to which résumés may be sent are also to be submitted.”

- b. Replace Rule 5(C)(2)(a) as follows:

The Producer shall provide Equity at least ~~two~~ one weeks' notice of the first call for Equity chorus auditions (or one week's notice in the case of chorus replacement calls pursuant to Rule 5(D) below) and one week's notice of the final call. Equity representatives shall be present at the place of the call.

- c. Add Rule 5(E)(5) as follows:

(5) “Personal Information. In consideration of the protection of Actors from unwanted and unauthorized solicitation by third parties, Equity and the Producer agree that an Actor's personal information, including, but not limited to such information as legal name, address, telephone number, e-mail address, and social security number, is provided in confidence, and is to be used solely for purposes of casting and employing Actors, and not for the purpose of soliciting or marketing to Actors or for unsolicited contact of a personal nature. Producer agrees that it will not disclose personal identifying information to third parties for any purposes other than casting or employing Actors, unless Producer has obtained the express written authorization of the Actor.

“This provision shall not proscribe Producer's use of an Actor's performing name, headshot or image for purposes of marketing, advertising, or publicity for any show in which the Actor is cast.

SUMMARY OF CHANGES
2015-2019

“This rule is not subject to Rule 10 BREACHES BY PRODUCER of this Agreement. By this agreement, Actor does not waive any claims Actor may have under any applicable federal, state, or local law.”

2. Rule 12: Chorus: Provisions for Additional Compensation

a. Revise Rule 12(B)(1) to provide the following as increments:

- (i) As of September 28, 2015: \$51.50
- (ii) As of October 3, 2016: \$53.00
- (iii) As of October 2, 2017: \$54.50
- (iv) As of October 1, 2018: \$56.00

b. Revise Rule 12(C)(2) as follows:

“(2) Neither party hereto may give the other individual notice of termination of this Contract prior to 22 ~~24~~ weeks from the date of the first paid public performance of the play, exclusive of eight weeks of an out-of-town tryout or Point of Organization Preview. At the conclusion of this 22 ~~24~~ week period, all provisions in the Standard Minimum Contract of employment pertaining to individual notice of termination shall apply.”

c. Revise the first paragraph of Rule 12(C)(3) as follows:

“(3) If, in the ~~25th and 23rd~~ *through* 26th weeks of the Six-Month Rider, the Producer should wish to execute a second or subsequent Six-Month Rider and the Chorus consents thereto, Producer shall pay an additional increment of not less than the amount listed below for a second or subsequent Six-Month Rider. If the Chorus rejects the Producer's offer of a second or subsequent Rider, the Producer need not continue to pay the additional increment provided for in (1) and (3) above. If an Actor on tour rejects the Producer's offer of a second or subsequent Six-Month Rider and the Actor subsequently tenders a notice of termination, said Actor's notice of termination must include two performance weeks.”

d. Revise Rule 12(C)(4) as follows:

“(4) If the Chorus, during the term of a Six-Month Rider, obtains a contract to play the part of a Principal *in any “Qualifying Production” (as defined herein)*, the Producer agrees that Chorus may, upon four weeks' notice, terminate employment hereunder. *A Qualifying Production shall be defined as a production: (i) under this Agreement; (ii) under the League/AEA SET Agreement; (iii) under the AEA Off-Broadway Contract; (iv) covered by Rule 71 in which a Producer has a financial or controlling interest as defined in Rule 71(C); or (v) under the AEA LORT contract in a theater designated as Category B or above.*”

SUMMARY OF CHANGES
2015-2019

- e. Add a new Rule 12(D) entitled “One-Year Rider” on the following terms:
- (i) An Actor engaged under a Chorus contract may be signed to a One-Year Rider;
 - (ii) Neither party may give the other individual notice of termination prior to 48 weeks from the date of the first paid public performance, exclusive of eight weeks of an out-of-town tryout or Point of Organization Preview. At the conclusion of the 48-week period, all provisions in the Standard Minimum Contract of employment pertaining to individual notice of termination shall apply;
 - (iii) The Chorus shall be paid \$80 per week for the first six months of the One-Year Rider and an additional \$40 per week in the second six months of the One-Year Rider;
 - (iv) If, in the 46th and 47th weeks of the One-Year Rider, the Producer should wish to execute a second or subsequent One-Year Rider and the Chorus consents thereto, Producer shall pay an additional increment of not less than \$40 per week for the first six months of the second or subsequent One-Year Rider and \$40 per week in the second six months of the second or subsequent One-Year Rider. If the Chorus rejects the Producer’s offer of a second or subsequent Rider, the Producer need not continue to pay the additional increment provided in (iii) and (iv) above;
 - (v) If the Chorus does not terminate the One-Year Rider as provided below, Producer shall pay the Chorus a retention bonus of \$2,600 at the conclusion of the One-Year Rider period. If the production closes before the conclusion of the One-Year Rider period, the Chorus shall be paid a pro-rata bonus for weeks worked at a rate of \$70/week for the initial 26 week period and \$30/week for the second 26 week period;
 - (vi) If the Chorus, during the term of a One-Year Rider, obtains a contract to play the part of a Principal in any “Qualifying Production” (as defined above), the Producer agrees that Chorus may, upon four weeks' notice, terminate employment thereunder;
 - (vii) The rider shall be valid only if signed and executed by the parties prior to the first day of rehearsal.
 - (viii) The foregoing shall also apply to Tiered Tours, with it understood that the amounts paid during the first and second six-months, respectively, shall be as set forth in Rule 70(B)(2)(f) (i) and (iii) and the retention bonus payable at the end of the One-Year Rider

SUMMARY OF CHANGES
2015-2019

Period, if applicable, shall be the same as set forth above (i.e., \$2,600). If a Tiered Tour production closes before the conclusion of the One-Year Rider period, the Chorus shall be paid a pro-rata bonus for weeks worked at a rate of \$70/week for the initial 26 week period and \$30/week for the second 26 week period.

- f. Revise Rule 12(D) “Swing” so that it is set forth as Rule 12(E) and add a new Rule 12(E)(3) as follows, re-numbering the remaining paragraphs accordingly:

“(3) The Producer and Equity shall be provided with a weekly report from the Stage Manager on the approved form detailing for each performance: the number of performers absent, the reason they were absent, the number of performers who covered for the absent performers, and the number of roles or tracks that were altered or uncovered.”

3. Rule 16: Contract

- a. Add a new Rule 16(B)(5) as follows:

“(5) The Producer may designate two numbers in the production, one of which must be either the opening number or the finale, in which Principal Actors may be assigned to perform unidentified on-stage Chorus functions. The two numbers shall be determined by the Producer on or before Official Opening, subject to finalization of the contract determination.”

- b. Revise Rule 16(H)(1) to provide the following as increments:

(i)	As of September 28, 2015:	\$203
(ii)	As of October 3, 2016:	\$206
(iii)	As of October 2, 2017:	\$209
(iv)	As of October 1, 2018:	\$212

4. Rule 25: Equity: Special Provisions

Modify as follows:

- a. **Equity Representatives**. Duly authorized representatives of Equity 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 within the first two days of rehearsal, at Producer’s discretion, during the beginning of the rehearsal period for an Equity Representative to conduct Equity business. It understood that: (a) the meeting shall not be scheduled at the end of a full rehearsal day and (b) until the meeting has occurred, the show may not ask the cast to undertake business that would require the presence of an Equity deputy. Such time shall not be considered part of the official rehearsal hours.

SUMMARY OF CHANGES
2015-2019

5. Rule 32: Illness and Sick Leave

a. Revise Rule 32(C)(2) as follows:

“Actors who earn in excess of \$150 above the Stage Manager’s (Musical) applicable minimum salary per week, but not more than ~~\$3,250~~ \$3,600, exclusive of Per Diem and the Media Fee...”

b. Revise Rule 32(C)(3) as follows:

“Actors earning in excess of ~~\$3,250~~ \$3,600 per week but not more than ~~\$4,250~~, \$6,000 exclusive of Per Diem and the Media Fee...”

c. Revise Rule 32(C)(4) as follows:

“Actors earning in excess of ~~\$4,250~~ \$6,000, exclusive of Per Diem and the Media Fee, shall not be entitled to sick leave.”

d. Add Rule 32(J)

“The parties agree to waive the provisions of the New York City Earned Sick Time Act.”

6. Rule 39: Media Promotion and Publicity and Other Recording and Broadcast

a. Revise Rule 39(B) as follows:

i. Revise Rule 39(B)(1) and (2) as follows:

b. **(B) Cast Albums.** Cast albums may be made under the provisions of the Original Cast Album Rider. The Producer agrees that any Actor who sings or verbalizes in the production in any number, plus the Stage Manager, shall be employed on the appropriate SAG-AFTRA Contract for the Recording of said album and shall receive not less than one week's contractual salary for ~~each day or part thereof~~ up to eight hours so employed, which may be scheduled by the Producer over no more than four days. Such cast album shall accord credit to each Actor appearing in the production at the time the Recording is made, whether or not the Actor performs on the Recording. In addition:

(1) If an Actor works more than eight hours, the Actor shall be paid an additional one-eighth of contractual salary up to a cap of 250% of Production Contract minimum for each hour or part thereof.

SUMMARY OF CHANGES
2015-2019

(2) ~~In the event the Producer wishes to schedule half day Recording sessions after the first day of Recording and pro rate payments for said half day sessions, the Actor shall receive not less than one half of the Actor's weekly salary, up to a cap of 250% of the Production Contract minimum salary, or the AFTRA rate, whichever is higher, for each day that the Actor is employed for four hours or less and each Actor shall receive a pro rata share of 20% of all monies derived by the Producer from the exploitation of the album. (Note: In the event the Producer does not elect this pro-rata formula, the Actors will share in the standard 15% of monies derived by the Producer. Terms for Actor participation in the Producer's 15% /20% of monies derived by the Producer are identified in the Original Cast Album Rider.)~~

- ii. Add a new Rule 39(B)(7) providing as follows:

“If: (a) songs are recorded by Actors before the creation of a cast album; (b) said Actors are paid for those prior recordings under another applicable agreement; and (c) those songs are included on the cast album without further recording work by said Actors, a credit equal to the amount of the payments in (b) shall be applied against any payments due to those Actors for the Cast Album recording under Rule 39(B). Actors shall also be credited for any hours spent making such recordings against the eight hours set forth in Rule 39(B)(1).”

- c. Revise Rule 39(D)(1)(b)(ii)

(ii) Six-Month Use Fee. A use fee of \$703 which shall constitute payment in full for up to twenty-six (26) weeks of use, of the commercial on broadcast television, cable and the Internet. (Note: This use fee shall increase by the same percentage, and at the same time, that the use payment in (b)(i) above increases.)

- d. Revise Rule 39(D)(2)(b)(ii)

(ii) Six-Month Use Fee. A use fee of \$250 which shall constitute payment in full for up to twenty-six (26) weeks of use, of the commercial on radio and the Internet. (Note: This use fee shall increase by the same percentage, and at the same time, that the use payment in (2)(b)(i) above increases.)

7. Rule 50: Performances

- a. Move Rule 50(A)(5) to new Rule 50(A)(6)

SUMMARY OF CHANGES
2015-2019

b. Add new Rule 50(A)(5):

“When a schedule change results in fifteen or more consecutive performances, a nine-performance week cannot be scheduled either immediately before or after that period of consecutive performances, even if there is a day off at the beginning or end of the consecutive performances.”

8. Rule 51: Performances Lost

a. Add Rule 51(E) as follows:

“To the extent there is a weather or other state of emergency declared by the civil authorities, a production may revise its performance schedule to reschedule up to two missed performances on any day in the same week or in a subsequent week without incurring any penalty or premium, so long as no more than sixteen performances are given in any two week period.”

9. Rule 52: Photographs, Publicity and Promotion

a. Revise Rule 52(L)(3) as follows:

“When Actor engages in such publicity outside the production’s Point of Organization, the Actor shall be provided with single occupancy hotel room at no cost to the Actor plus \$40 ~~\$45~~ for food and incidental expenses. Producer shall pay for and arrange all travel. If the publicity engagement is outside the U.S., in addition to hotel and travel at no cost to the Actor, the Actor shall be reimbursed up to ~~\$60~~ ~~\$65~~ for food and incidental expenses;”

10. Rule 58: Rehearsals

a. Revise Rule 58(D)(1)(h) as follows:

(h) “Rehearsal hours for each Actor shall be computed from the time of rehearsal call for that Actor. *If an Actor appears at a rehearsal call as scheduled, and is released from the call before the full length of time for which the actor was scheduled, the Actor shall receive credit for all hours for which he/she was scheduled to attend the call.*”

b. Revise Rule 58(D)(3) as follows:

Effective September 28, 2015: \$45
Effective October 2, 2017: \$46

SUMMARY OF CHANGES
2015-2019

11. Rule 62: Safe and Sanitary Places of Employment

- a. Add Rule 62(Q) as follows:

“For any show with extensive choreography and/or a raked stage, access to physical therapy will be provided as of the first day in the theater. Requests for physical therapy in other shows will not be unreasonably denied.”

12. Rule 63: Salaries

- a. Revise Rule 63(A)(2) as follows:

“Performance Salary.

Effective Date:

	<i>Sept. 28, 2015</i>	<i>Oct. 3, 2016</i>	<i>Oct. 2, 2017</i>	<i>Oct. 1, 2018</i>
<i>Actor</i>	\$1,917.00	\$1,974.00	\$2,034.00	\$2,095.00
<i>SM (Musical)</i>	\$3,150.00	\$3,244.00	\$3,342.00	\$3,442.00
<i>SM (Dramatic)</i>	\$2,707.00	\$2,788.00	\$2,872.00	\$2,958.00
<i>1st ASM (Musical)</i>	\$2,488.00	\$2,563.00	\$2,640.00	\$2,719.00
<i>1st ASM (Dramatic)</i>	\$2,212.00	\$2,279.00	\$2,347.00	\$2,418.00
<i>2nd ASM (Musical)</i>	\$2,080.00	\$2,142.00	\$2,206.00	\$2,272.00

- b. Rule 63(C)(1): Per Diem

(a) For all engagements in San Francisco and New York, and for engagements of less than four weeks in Boston, Chicago, Honolulu, Los Angeles, Philadelphia, Toronto and Washington D.C.

Effective Date:

September 28, 2015 \$952/week (\$136 per diem)
 October 3, 2016 \$966/week (\$138 per diem)
 October 2, 2017 \$980/week (\$140 per diem)
 October 1, 2018 \$994/week (\$142 per diem)

For all engagements not covered in (a) above:

Effective Date:

September 28, 2015 \$910/week (\$130 per diem)
 October 3, 2016 \$924/week (\$132 per diem)
 October 2, 2017 \$938/week (\$134 per diem)
 October 1, 2018 \$952/week (\$136 per diem)

SUMMARY OF CHANGES
2015-2019

13. Rule 68: Stage Managers

- a. Revise Rule 68(G)(3) as follows:

“In the case of technologically complex or multi-set productions, Equity may request that additional non-acting/understudying Assistant Stage Managers be employed. Producer shall have the ~~sole~~ right, after consulting with the Stage Manager, to determine whether any such Assistant Stage Managers are required and Equity agrees that the Producer's determination shall be final.”

- b. Add new Rule 68(X) as follows:

“All Replacement and/or Substitute Stage Managers approved by the Producer shall receive a minimum of one performance of training for a play and two performances of training for a musical before being assigned to deck duties and/or to calling a performance. The Stage Manager shall be consulted in determining whether additional training performances are necessary, but the Producer shall retain full and final authority to determine the number of performances required. The stage manager being trained shall be compensated per Rule 68(E)(2)(b).”

14. Rule 70: Tours

- a. Revise Rule 70(B)(1)(f) as follows:

The productions average weekly guarantee shall be no greater than the dollar figures outlined below, plus a maximum of 10% of the Net Adjusted Gross Box Office Receipts (“NAGBOR”).

<u>Effective October 3, 2016 :</u>	<u>Effective October 1, 2018:</u>
Tier B: \$355,000	Tier B: \$360,000
Tier C: \$339,000	Tier C: \$344,000
Tier D: \$318,000	Tier D: \$323,000

For each person in the traveling company in excess of 60, the average weekly guarantee for purposes of determining qualification as a Tiered Tour may be adjusted by a maximum of ~~\$2,000~~ \$2,500 per week. For example, in the first year of the Agreement, a musical with 65 people in the traveling company and an average weekly guarantee of ~~\$325,000~~ \$335,000 plus 10% of NAGBOR would qualify for Tier C, not Tier B. As the guarantee is adjusted by ~~2,000~~ \$2,500 per traveling company member in excess of 60, with five additional travelers, the applicable guarantee is adjusted by ~~\$10,000~~ \$12,500 and the show would qualify as if its guarantee were ~~\$315,000~~ \$322,500 plus 10% of NAGBOR.

SUMMARY OF CHANGES
2015-2019

b. Revise Rule 70(B)(2)(a)(iii) as follows:

Performance Salary.

Effective September 28, 2015:

	<i>Tier B</i>	<i>Tier C</i>	<i>Tier D</i>
<i>Actor</i>	\$1,261.00	\$1,141.00	\$1,021.00
<i>S.M.</i>	\$2,073.00	\$1,874.00	\$1,677.00
<i>1st ASM</i>	\$1,638.00	\$1,482.00	\$1,325.00
<i>2nd ASM</i>	\$1,423.00	\$1,293.00	\$1,162.00

Effective October 3, 2016:

	<i>Tier B</i>	<i>Tier C</i>	<i>Tier D</i>
<i>Actor</i>	\$1,292.00	\$1,169.00	\$1,046.00
<i>S.M.</i>	\$2,124.00	\$1,921.00	\$1,719.00
<i>1st ASM</i>	\$1,679.00	\$1,519.00	\$1,358.00
<i>2nd ASM</i>	\$1,458.00	\$1,325.00	\$1,191.00

Effective October 2, 2017:

	<i>Tier B</i>	<i>Tier C</i>	<i>Tier D</i>
<i>Actor</i>	\$1,325.00	\$1,199.00	\$1,073.00
<i>S.M.</i>	\$2,177.00	\$1,969.00	\$1,762.00
<i>1st ASM</i>	\$1,721.00	\$1,557.00	\$1,392.00
<i>2nd ASM</i>	\$1,495.00	\$1,358.00	\$1,221.00

Effective October 1, 2018:

	<i>Tier B</i>	<i>Tier C</i>	<i>Tier D</i>
<i>Actor</i>	\$1,358.00	\$1,229.00	\$1,099.00
<i>S.M.</i>	\$2,232.00	\$2,018.00	\$1,806.00
<i>1st ASM</i>	\$1,764.00	\$1,596.00	\$1,427.00
<i>2nd ASM</i>	\$1,532.00	\$1,392.00	\$1,252.00

c. Revise Rule 70(B)(2)(a)(iv) as follows:

“Recoupment. Effective the week following recoupment, minimum salaries will increase by 17% as outlined below:

Effective September 28, 2015:

	<i>Tier B</i>	<i>Tier C</i>	<i>Tier D</i>
<i>Actor</i>	\$1,475.00	\$1,335.00	\$1,195.00
<i>S.M.</i>	\$2,425.00	\$2,192.00	\$1,962.00
<i>1st ASM</i>	\$1,916.00	\$1,734.00	\$1,551.00
<i>2nd ASM</i>	\$1,665.00	\$1,512.00	\$1,360.00

SUMMARY OF CHANGES
2015-2019

Effective October 3, 2016:

	<i>Tier B</i>	<i>Tier C</i>	<i>Tier D</i>
<i>Actor</i>	\$1,512.00	\$1,368.00	\$1,224.00
<i>S.M.</i>	\$2,486.00	\$2,247.00	\$2,011.00
<i>1st ASM</i>	\$1,964.00	\$1,777.00	\$1,589.00
<i>2nd ASM</i>	\$1,706.00	\$1,550.00	\$1,394.00

Effective October 2, 2017:

	<i>Tier B</i>	<i>Tier C</i>	<i>Tier D</i>
<i>Actor</i>	\$1,550.00	\$1,402.00	\$1,255.00
<i>S.M.</i>	\$2,548.00	\$2,303.00	\$2,061.00
<i>1st ASM</i>	\$2,013.00	\$1,822.00	\$1,629.00
<i>2nd ASM</i>	\$1,749.00	\$1,589.00	\$1,429.00

Effective October 1, 2018:

	<i>Tier B</i>	<i>Tier C</i>	<i>Tier D</i>
<i>Actor</i>	\$1,588.00	\$1,437.00	\$1,286.00
<i>S.M.</i>	\$2,611.00	\$2,361.00	\$2,113.00
<i>1st ASM</i>	\$2,064.00	\$1,867.00	\$1,670.00
<i>2nd ASM</i>	\$1,793.00	\$1,629.00	\$1,464.00

d. Revise Rule 70(B)(2)(c) as follows:

“Per Diem:

Effective Date:

September 28, 2015	\$889/week (\$127 per diem)
October 3, 2016	\$910/week (\$130 per diem)
October 2, 2017	\$931/week (\$133 per diem)
October 1, 2018	\$952/week (\$136 per diem)

e. Revise Rule 70(B)(2)(d) as follows:

“Hotel Reservations. There will be two official housing choices offered by the Producer. For each 26-week segment of the tour as of the first week in which official company housing is offered, the average cost of a single room at the hotels designated as the official housing choices, including all applicable taxes, shall not exceed ~~\$71 (\$72 effective September 30, 2013; \$73 effective September 29, 2014)~~ \$75 effective September 28, 2015 (\$77 effective October 3, 2016; \$79 effective October 2, 2017; \$81 effective October 1, 2018) per night per Actor for the lower cost hotel in each location.”

f. **Revise Rule 70(B)(2)(g) to provide the following increments:**

September 28, 2015	\$178
October 3, 2016	\$181
October 2, 2017	\$184
October 1, 2018	\$187

SUMMARY OF CHANGES
2015-2019

g. Revise Rule 70(B)(2)(h) to provide the following increments:

September 28, 2015	\$46
October 3, 2016	\$47
October 2, 2017	\$48
October 1, 2018	\$49

h. Revise Rule 70(K)(3) as follows:

On ~~Tiered~~ *all* tours under this Agreement, during each week in which there is a load-in, all Stage Managers *working the load-in on the day after the day off* shall receive an increment of ~~not less than \$30~~\$150. With respect to individual contracts executed before September 28, 2015, any overscale arrangements shall be credited against the \$150 payment. With respect to individual contracts executed on or after September 28, 2015, the \$150 may not be incorporated into overscale arrangements. The 2nd Assistant Stage Manager minimum salary has been increased by \$50 per week effective as of September 26, 2011.

15. Rule 71: Transfer to Production Contract

a. Revise Rule 71(A)(2) as follows:

(2) In the event that a production covered by this paragraph closes under the LORT Contract and is transferred by the same Producer, or by an entity in which the Producer has a financial interest, to Broadway, another First Class theatre, or to a First Class National Tour within the time period specified in (A)(1) above, all actors *and stage managers* in the production engaged under the LORT Contract must receive a bona fide written offer to perform the same role or function that they performed in the LORT production, or an alternate actor or stage manager role or function, respectively.

(a) If such bona fide offer is not made, or if the actor or stage manager does not accept the alternate role or function offered, the Actor shall be compensated in lieu thereof in the amount of four weeks' contractual LORT salary or four weeks' minimum salary stated in this Agreement (as of the date that the role or function performed by the Actor is first offered to another Actor), whichever is greater.

(b) The Producer is obligated to offer employment, or to provide compensation in lieu of such an offer, to each Actor (including Understudies and Stage Managers) engaged in the LORT production, even if the role or function has been eliminated from the Production Contract production.

(c) However, if the Actor who originally performed the role or function under the LORT Contract is out of the production for a period of

SUMMARY OF CHANGES
2015-2019

one month or more before it is transferred to Broadway, or goes on tour, (or, if the production is not transferred immediately, one month or more before it closed under the LORT Contract), the Producer may, as an alternative, offer the role to any Actor who has performed or is performing the role or function. Only one of the Actors must be offered employment or compensation in lieu thereof.

(d) In the event a Producer has a financial or controlling interest in a play which is produced at more than one LORT Theatre and more than one Actor has played a given role, the Producer may offer the role to any Actor who originated the role, or any replacement who qualifies per paragraph (c) above, at any of the LORT theatres where the Producer had a financial or controlling interest. If no offer is made, the compensation set forth in (a) above shall be divided equally among the Actors who originated the role at each LORT Theatre.

(e) A Producer shall not be required to make a bona fide offer of employment, or payment in lieu thereof, to a Juvenile Actor if the Juvenile Actor's voice shall change or if the Actor matures or grows more than is consistent with age and maturity of the role they were hired to perform in the LORT production, at the Producer's discretion. If an Actor accepts a role or function different from the one performed in the LORT production, the Actor may agree with the Producer to waive the payment in lieu of an offer to perform his original role or function.

(f) If the Stage Manager in the LORT production does not qualify for the position according to the qualifications set forth in Rule 68(J) of the Production Contract, the Producer may offer the Stage Manager the position of Assistant Stage Manager and may consequently "downgrade" the offer made to the LORT Stage Manager's assistant(s).

(g) If the Producer chooses to provide compensation to the LORT Stage Manager(s) in lieu of the offer of employment, the compensation will be at the comparable category under the Production Contract. If, however, the Stage Manager does not qualify for the offer of Stage Manager under the Production Contract, he may be compensated at the Production Contract rate for First Assistant Stage Manager.

(h) The payment provided for in this paragraph shall be in lieu of any conversion or similar payment required by this Agreement.

16. Rule 72: Transportation and Baggage

a. Revise Rule 72(A)(5) Overtime Travel as follows:

“Overtime Travel. If the applicable travel time set forth in (4) above is exceeded, the Producer shall pay overtime to each Actor involved for each hour or part thereof as follows:

SUMMARY OF CHANGES
2015-2019

National and Tiered Tours:

September 28, 2015~~26, 2011~~: ~~\$37.~~ \$38

October 2, 2017: \$39

17. Rule 73: Understudies

a. Revise Rule 73(B) to provide the following as increments:

- (i) As of September 28, 2015: \$51.50
- (ii) As of October 3, 2016: \$53.00
- (iii) As of October 2, 2017: \$54.50
- (iv) As of October 1, 2018: \$56.00

18. Duration

Revise the “Duration” provision of the Agreement as follows:

“This Agreement shall commence on September 28, 2015 and expire on September 29, 2019. Any new rules, including wage increases and the health contribution rate, when adopted, shall be retroactive to said date unless otherwise stated.”

SUMMARY OF CHANGES
2015-2019

Appendix A

WAGES	9/28/15	10/3/16	10/2/17	10/1/18
BROADWAY WEEKLY				
Actor	\$1,917.00	\$1,974.00	\$2,034.00	\$2,095.00
SM (Musical)	\$3,150.00	\$3,244.00	\$3,342.00	\$3,442.00
SM (Dramatic)	\$2,707.00	\$2,788.00	\$2,872.00	\$2,958.00
1st ASM (Musical)	\$2,488.00	\$2,563.00	\$2,640.00	\$2,719.00
1st ASM (Dramatic)	\$2,212.00	\$2,279.00	\$2,347.00	\$2,418.00
2nd ASM (Musical)	\$2,080.00	\$2,142.00	\$2,206.00	\$2,272.00
TIER B WEEKLY (PRE-RECOUPMENT)				
Actor	\$1,261.00	\$1,292.00	\$1,325.00	\$1,358.00
SM	\$2,073.00	\$2,124.00	\$2,177.00	\$2,232.00
1st ASM	\$1,638.00	\$1,679.00	\$1,721.00	\$1,764.00
2nd ASM	\$1,423.00	\$1,458.00	\$1,495.00	\$1,532.00
TIER C WEEKLY (PRE-RECOUPMENT)				
Actor	\$1,141.00	\$1,169.00	\$1,199.00	\$1,229.00
SM	\$1,874.00	\$1,921.00	\$1,969.00	\$2,018.00
1st ASM	\$1,482.00	\$1,519.00	\$1,557.00	\$1,596.00
2nd ASM	\$1,293.00	\$1,325.00	\$1,358.00	\$1,392.00
TIER D WEEKLY (PRE-RECOUPMENT)				
Actor	\$1,021.00	\$1,046.00	\$1,073.00	\$1,099.00
SM	\$1,677.00	\$1,719.00	\$1,762.00	\$1,806.00
1st ASM	\$1,325.00	\$1,358.00	\$1,392.00	\$1,427.00
2nd ASM	\$1,162.00	\$1,191.00	\$1,221.00	\$1,252.00
TIER B WEEKLY (POST-RECOUPMENT)				
Actor	\$1,475.00	\$1,512.00	\$1,550.00	\$1,588.00
SM	\$2,425.00	\$2,486.00	\$2,548.00	\$2,611.00
1st ASM	\$1,916.00	\$1,964.00	\$2,013.00	\$2,064.00
2nd ASM	\$1,665.00	\$1,706.00	\$1,749.00	\$1,793.00
TIER C WEEKLY (POST-RECOUPMENT)				
Actor	\$1,335.00	\$1,368.00	\$1,402.00	\$1,437.00
SM	\$2,192.00	\$2,247.00	\$2,303.00	\$2,361.00
1st ASM	\$1,734.00	\$1,777.00	\$1,822.00	\$1,867.00
2nd ASM	\$1,512.00	\$1,550.00	\$1,589.00	\$1,629.00
TIER D WEEKLY (POST-RECOUPMENT)				
Actor	\$1,195.00	\$1,224.00	\$1,255.00	\$1,286.00
SM	\$1,962.00	\$2,011.00	\$2,061.00	\$2,113.00
1st ASM	\$1,551.00	\$1,589.00	\$1,629.00	\$1,670.00
2nd ASM	\$1,360.00	\$1,394.00	\$1,429.00	\$1,464.00

SUMMARY OF CHANGES
2015-2019

Appendix A

BENEFITS	9/28/15	10/3/16	10/2/17	10/1/18
Pension	6%	6%	6%	6%
401(k)	3%	3%	3%	3%

INCREMENTS	9/28/15	10/3/16	10/2/17	10/1/18
Chorus Part	\$20.00	\$20.00	\$20.00	\$20.00
Principal/General Understudy (Production)	\$51.50	\$53.00	\$54.50	\$56.00
Principal Understudy (Tiers)	\$46.00	\$47.00	\$48.00	\$49.00
Understudy for Chorus Parts	\$15.00	\$15.00	\$15.00	\$15.00
Initial 6-month Rider (Production)	\$80.00	\$80.00	\$80.00	\$80.00
Initial 6-month Rider (Tiers)	\$76.00	\$76.00	\$76.00	\$76.00
Second 6-month Rider (Production)	\$40.00	\$40.00	\$40.00	\$40.00
Second 6-month Rider (Tiers)	\$38.00	\$38.00	\$38.00	\$38.00
Term Contract (Production)	\$203.00	\$206.00	\$209.00	\$212.00
Term Contract (Tiers)	\$178.00	\$181.00	\$184.00	\$187.00
Swing	\$95.85	\$98.70	\$101.70	\$104.75
Partial Swing	\$15.00	\$15.00	\$15.00	\$15.00
Dance Captain	\$383.40	\$394.80	\$406.80	\$419.00
Assistant Dance Captain	\$191.70	\$197.40	\$203.40	\$209.50
Fight Captain	\$75.00	\$75.00	\$75.00	\$75.00
Media Fee (Production)	\$38.34	\$39.48	\$40.68	\$41.90
Media Fee (Tier B)	\$25.22	\$25.84	\$26.50	\$27.16
Media Fee (Tier C)	\$22.82	\$23.38	\$23.98	\$24.58
Media Fee (Tier D)	\$20.44	\$20.92	\$21.46	\$21.98
Rehearsal Overtime	\$45.00	\$45.00	\$46.00	\$46.00
Production Contract Per Diem (High)	\$952.00	\$966.00	\$980.00	\$994.00
Production Contract Per Diem (Low)	\$910.00	\$924.00	\$938.00	\$952.00
Extraordinary Risk	\$20.00	\$20.00	\$20.00	\$20.00
Set Moves	\$8.00	\$8.00	\$8.00	\$8.00
Tier B Guarantee	\$350,000	\$355,000	\$355,000	\$360,000
Tier C Guarantee	\$334,000	\$339,000	\$399,000	\$344,000
Tier D Guarantee	\$313,000	\$318,000	\$318,000	\$323,000
Tier BCD Per Diem	\$889.00	\$910.00	\$931.00	\$952.00
Hotel Cap	\$75.00	\$77.00	\$79.00	\$81.00
OT Travel (National/Tiered Tours)	\$38.00	\$38.00	\$39.00	\$39.00
Car Fare Reimbursement	\$60.00	\$60.00	\$60.00	\$60.00