

**Actors' Equity Association
And
Local 153, OPEIU**

April 1, 2022 to March 31, 2025

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This Agreement is entered into on April 1, 2019, between Actors' Equity Association, AFL-CIO (hereafter referred to as the "Employer" or "Equity"), whose office is located at 165 West 46th Street, NYC, NY, and the Office & Professional Employees International Union, Local 153, AFL-CIO (hereafter referred to as the "Union"). The parties herewith mutually agree as follows:

ARTICLE 1 RECOGNITION

(A) The Employer recognizes the Union as the sole collective bargaining agent with respect to hours, wages and working conditions of all regular full and part-time employees in the bargaining unit, consisting of its office and clerical employees employed at its New York office; excluding Business Representatives, confidential employees (including but not limited to secretaries of executives), and all professional, supervisory and managerial employees, as defined by the National Labor Relations Act.

(B) The bargaining unit is defined as follows:

Tier 1 - All full-time and regular part-time employees employed in the classification of Office Associate, Mailroom Associate, File Department Associate, and Member Support Associate (Reception).

Tier 2 - All full-time and regular part-time employees employed in the classification of Outside Rep Assistant, , and Membership Associate.

Tier 3- All full-time and regular part-time employees employed in the classification of Senior Membership Associate

(C) **Labor Management Meetings.** Equity and the Union agree to conduct labor management meetings between representatives of the Union and Equity two times per year for the purpose of discussing items of mutual interest. It is explicitly understood that these meetings shall not have any effective authority with respect to this Agreement, and that this is not subject to the Dispute Resolution Article of the Agreement.

ARTICLE 2 MANAGEMENT RIGHTS

The Union recognizes the Employer's exclusive right to direct and control its affairs and the operation of its office and employees therein and to schedule and assign work and duties.

The Union also recognizes the not-for-profit status of the Employer; that the Employer is itself also a union whose mission is to service its members; that its structure, organization and budget are dictated by its members; and that its income is secured by the payment of union dues by its members, in a theatrical industry in which its members' unemployment rate is generally at 85% each week.

ARTICLE 3 UNION SECURITY

(A) **Union Shop.** All employees covered under this Agreement, shall, as a condition of employment, 31 days from the execution of this Agreement, become and remain members of the Union in good standing, in accordance and consistent with applicable provisions of state and federal law. All new permanent employees hired subsequent to the effective date of this Agreement, shall, as a condition of employment, 31 days from the date of employment, become and remain members of the Union in good standing, in accordance and consistent with applicable provisions of state and federal law.

(B) **Part-Time Employees.** Regular part-time employees are defined as employees who are regularly employed for at least 25 hours per week. All benefits set forth in this Agreement shall be applied to such part-time employees on a strictly pro-rata basis, except that individual health and pension benefits shall be provided by the Employer.

(C) **Temporary Employees.** A temporary employee shall be so informed at the date of employment and may not work past five months of employment except as a replacement for periods of sick leave or leave of absence, as may be necessary. An additional month's extension shall be granted, upon prior written request by the Employer. Temporary employees shall not be used where, in effect, such employees would displace a regular position.

(D) **Probation Period:** The first 90 days of employment shall be a probationary period.

(E) **Dues Check-off.**

(1) The Union shall file with the Employer an initiation fee and dues deduction form authorized by the employee prior to any deductions by the Employer.

(2) The Employer shall, in accordance with all applicable law, deduct dues and initiation fees from the wages of each employee on a weekly basis and remit such dues and initiation fees to the Union promptly after the last deduction each month. Union dues shall be payable in the first payroll period effective with the first week following 30 days of employment. Initiation fees are payable in accordance with the official Union schedule. The Employer shall deduct unpaid dues and initiation fees from the final paycheck of any eligible employee. Any change in the rate of dues and/or initiation fees shall be effected in the first week of the month following receipt by the Employer of official written 30-days notice of such change.

(F) **Check Off for Voice of the Electorate (VOTE)**

(1) The Employer shall deduct from the wages of any employee who submits a voluntary authorization card, an amount designated by such an employee for OPEIU "Voice of the Electorate" (VOTE) Fund. Such voluntary contributions shall be forwarded to the Secretary-Treasurer of OPEIU, Local 153, AFL-CIO, monthly, by check, payable to "Voice of the Electorate" along with a listing of persons who donated such monies.

(2) A copy of the check-off authorization to be used for this purpose is attached hereto as Exhibit "A."

(G) **Union Activity.**

(1) A representative of the Union shall, upon prior notification to the Employer, have reasonable access to the place of business during working hours for the purpose of investigating or resolving disputes. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow a reasonable amount of time for such duties. The Employer shall not discriminate against any employee because of the employee's union activity.

(2) The employee who functions as the Local 153 Union steward may, upon appropriate notice to the Employer, use up to two days off a year with pay for attendance at Local 153 or AFL-CIO educational seminars or conferences.

(H) **Sub-Contracting.** No work which is normally or customarily performed by employees within job classifications covered by this Agreement shall be subcontracted to any outside source or agency. Nothing contained in this Article shall be interpreted in any manner as preventing or precluding the Employer from exercising its responsibility for running an efficient office and from making economies that may be necessary pursuant to this responsibility.

(I) **Technological Changes.** In the event of proposed technological changes such as the introduction of office machinery, the Employer shall discuss such changes with the Union representative in a reasonable time before they are made, and shall post resultant employment, if any, in accordance with the Vacancies provisions of this Agreement.

(J) **Lunch Room.** The Employer shall provide an adequate lunchroom facility. The Employer shall provide a separate bulletin board for posting of informational notices for employees.

(K) **Working Conditions.** No clause in this Agreement shall be understood to imply any lowering of the prior existing

working conditions in the office of the Employer, including but not limited to such items as coffee, food facilities, and so forth, unless such conditions are altered or removed by this Agreement. This clause shall not be construed to impinge upon the provisions of the Management Rights Article of this Agreement.

(L) Political Activity. No employee, as a condition of employment, shall be required or permitted to participate in any internal union political action of Actors' Equity, nor shall any employee be required or permitted to campaign for any individual who is a candidate for any Equity elective office.

(M) Successors. Should the Employer merge or consolidate with a labor organization or enter into an agreement with any such organization that affects the existing collective bargaining unit, such successor entity shall be bound by every provision of this Agreement. The Employer shall have an affirmative duty, which shall be satisfied by written notice, to call this provision to the attention of any such labor organization with which it seeks to merge or consolidate.

ARTICLE 4 NON-DISCRIMINATION

The parties hereto reaffirm their commitment to a policy of non-discrimination and fair employment in connection with the engagement and treatment of employees on the basis of gender, race, color, creed, religion, national origin, age, political affiliation, marital status or sexual orientation, in accordance with applicable state and federal law.

The Employer will provide a safe, inclusive, accessible, and diverse workplace free from racism, bullying, and harassment. Any workplace that is not free from discrimination, bullying, and harassment (including but not limited to racism, ableism, ageism, sexism, genderism, xenophobia), shall be considered an unsafe workplace. The employer shall create a safe, culturally sensitive, equitable, accessible, and discrimination-free workplace. Retaliation against an employee for reporting alleged prohibited conduct in good faith, or for participating in an investigation of such conduct, is strictly prohibited.

ARTICLE 5 HEALTH AND SAFETY

It is the Employer's responsibility to provide a safe and healthful workplace. Where conditions arise that are detrimental to the safety and health of employees, the Employer shall have an affirmative duty to correct the situation promptly, where possible, or to bring the matter to the attention of the responsible party. If no satisfactory temporary arrangements can be made within a reasonable time, the Employer shall permit the employees to vacate the office until satisfactory working conditions are restored, with no loss of pay for the time during which the Employer determines to vacate the office in such situations.

Where it relates to the Covid pandemic, the Employer will err on the side of caution and safety when determining if employees must work in the office or participate in in-person work. If an employee shows appropriate concern for their health or the health of someone they reside with or are caring for, they will be given reasonable accommodation to work remotely until such concern is addressed and resolved.

ARTICLE 6 VALIDITY OF AGREEMENT

Should any provision of this Agreement be at any time declared invalid by any court of competent jurisdiction or through government regulation, such decision shall not invalidate the entire Agreement. It is the express intention of the parties hereto that all provisions not declared invalid shall remain in full force and effect.

ARTICLE 7 NO STRIKE/LOCKOUT

During the term of this Agreement, neither the Union collectively nor the employees individually shall engage in any work stoppages, picketing, sympathy strikes, or any other form of economic action or interference with the Employer's business of representing and servicing the members of the Employer's union, nor shall the Employer lockout any of the employees covered hereunder.

ARTICLE 8 DISCHARGE, LAYOFF, RESIGNATION

(A) **Cause.** The Employer shall not discharge any employee except for just and sufficient cause. The Employer shall advise the Union promptly, if requested, in writing, of any discharge and the reasons therefor.

(B) Employees shall not interfere in the internal affairs of the Employer. No employee shall disseminate or discuss any Equity confidential information, without the authorization of the Employer.

(C) **Discipline.** Employees shall have the right to the presence of the Union steward during any formal disciplinary conference. The employee may respond in writing to all charges, which response shall be placed in the employee's personnel file. The Employer's administrative manual shall provide that a form for verbal warnings be created that provides for only the "date of" and the "subject" notation for the employee's file.

(D) **Personnel File.** As of April 1, 2006, documents relating to disciplinary matters shall be removed after two years of the last warning, provided: (1) that no further warnings have been issued with respect to tardiness and absenteeism, and further provided (2) that documents related to an employee's ability to learn and/or perform the job are specifically excluded from this provision.

Employees may, upon adequate notice to the HR Department, review documents contained in the employee's Personnel File that is maintained by the HR Department, including copies of employee evaluations

(E) **Lay-off.** Employees who, as a result of staff reductions, are laid-off shall receive two weeks notice, or salary, and the following severance pay, in addition to any unused vacation and unused Sick Bank days:

1 year of service but less than 5 years:	2 weeks pay
5 years but less than 10 years:	3 weeks pay
10 years but less than 15 years:	4 weeks pay
15 years of service or more:	5 weeks pay

(F) **Furlough (extraordinary/unforeseen circumstances, such as a pandemic).** Any employee that is furloughed by the employer can be furloughed for a period of no more than three (3) months and can use their sick or vacation time

(G) **Resignation.** Employees who resign shall receive payment for all unused and accrued vacation days and sick bank days in accordance with Article 15(C) provided that notice is given to Equity of at least 10 business days. Should less than 10 weekdays be given, any sick bank payout due to the resigning employee will be reduced by the number of days fewer than 10.

(H) **Vacation.** No notice of layoff may be given during an employee's vacation.

(I) **Character Reference.** Should an employee resign or be laid-off, the Employer shall, upon request of the employee, issue a statement as to the character of the service rendered by such employee.

ARTICLE 9 GRIEVANCES AND SETTLEMENT OF DISPUTES

(A) **Process.** Any disputes, misunderstandings, differences or grievances between the parties as to the meaning, interpretation or application of the provisions of this Agreement shall be arbitrable and shall be processed in the following manner:

(1) The aggrieved party shall submit a written statement of the alleged grievance within 20 days of the alleged incident that gave rise to the grievance. Such statement shall be submitted to the appropriate supervisor. If such written statement is not submitted within said 20 days, said grievance shall be deemed waived.

(2) The employee and the Union steward shall take the complaint up with the appropriate supervisor(s). If the

complaint is not satisfactorily settled within 10 working days, the employee, the steward, and the appropriate supervisor shall complete and sign a grievance form and move to the next step.

(3) The Union steward, the employee and the supervisor shall take up the grievance with the HR Department.

(4) In the absence of satisfactory resolution, either party may, upon notice to the other and within 40 days after the written grievance was first submitted, apply for resolution of the dispute to the American Arbitration Association. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator's fee shall be borne equally by the parties.

(B) **Time limits.** By mutual agreement, confirmed in writing, time limits in the grievance procedure may be extended.

ARTICLE 10 SENIORITY

(A) **Defined.** Seniority shall mean length of continuous service with the Employer.

(B) **Loss of.** An employee shall lose all seniority rights for any one of the following reasons:

(1) If the employee quits or is discharged.

(2) For failure to return to work within five working days after being notified to report, unless such failure to return to work is disputed by an employee based upon the employee's claim of inability to return to work due to the employee's authentic illness or injury.

(3) As a result of layoff for a continuous period of more than one year.

(C) **Lay-off/Recall.** Should there be a reduction in the employees covered by this Agreement, the Employer shall use seniority, within job classifications, as the basis for layoff and recall; that is, the last employee hired shall be the first employee laid off, provided that the employee who is to remain on the payroll is able and qualified to perform the work; should the Employer determine to increase staff, the reverse shall be followed.

ARTICLE 11 VACANCIES

(A) **Posting.** When job vacancies occur, it is the intent of the Employer to hire from existing employees whenever possible. Job openings for employees covered by this Agreement shall be posted in places accessible to all such employees. Such posting shall contain a brief description of the job and the required qualifications. The Union steward shall be notified in writing of any available job openings that are covered by this Agreement. The Employer shall use his best efforts to notify employees and the Union steward of any jobs not covered by this Agreement that may become available for promotion.

(B) Where more than one applicant for a covered position is deemed by the Employer to have relatively equal qualifications, the position shall be given to the employee with the greater seniority. Employees hired under the terms of this Article shall be given a trial period of 30 calendar days. Should the Employer determine that the employee is not qualified, the employee shall return to the former position. Any replacements hired during this probationary period shall be temporary. The Employer's decision as to the qualifications of applicants shall not be subject to the grievance provisions of this Agreement.

ARTICLE 12 HOURS OF WORK

(A) **Work Day.** Seven hours, exclusive of one hour for lunch, shall constitute one full day's work; 35 hours, exclusive of lunch hours, shall constitute a full week's work, Monday through Friday inclusive.

(B) **Overtime.** All work performed in excess of thirty-six (36) hours per week, or on a Saturday, shall be paid at the overtime rate of one and one-half (1.5) times the employee's regular pay rate. Work performed between thirty-five (35) and thirty-six (36) hours deemed to be approved overtime shall be paid at the overtime rate. All work performed on a holiday, as defined in Article 13, or on a Sunday, shall be paid at the rate of double time (two (2) times the employees regular rate). All monies due for overtime accrued in any week shall be paid the following week. Overtime shall be distributed in accordance with seniority, provided that the employee is deemed qualified by the Employer to do the work and such work falls within the usual job responsibilities of said employee.

(C) **Holidays.** Notwithstanding the 35-hour work week requirement contained herein, a holiday which falls during a work week, although not worked, shall be treated as a day of work solely for the purpose of computing overtime applicability, if any, for any such work week.

(D) **Meal Money.** An employee shall receive \$7 meal money for any day of the week that the employee works at least one and one-half hours of overtime in the office.

(E) **Rest Periods.** Employees shall receive a 15-minute break each morning and afternoon. Rest periods shall be considered as time worked for purpose of determining the workday.

(F) **Flex Place.** Equity will make an effort to review and accommodate any requests to temporarily work from a location other than the NY office; these requests require the approval of your immediate supervisor and the HR department.

ARTICLE 13 HOLIDAYS

(A) Employees shall receive the following time off with pay, as applicable:

- (1) New Year's Day.
- (2) Martin Luther King Birthday. *
- (3) President's Day. * *Federal observance date
- (4) Memorial Day. *
- (5) Juneteenth.
- (6) Independence Day.
- (7) Labor Day. *
- (8) Indigenous Peoples' Day.
- (9) Veteran's Day *
- (10) Thanksgiving Day. (The office shall close two hours early on the day before Thanksgiving.)
- (11) Day after Thanksgiving.
- (12) Christmas Day.
- (13) One-half day (1 PM office closing/no lunch) on the last working day before Christmas Day. One full day on the last working day before New Year's Day. One day distributed as one-half day (1 PM office closing/no lunch) on each of the Fridays before the Memorial Day weekend and the Labor Day weekend.
- (14) One day on the Monday preceding, or the Friday after, when Christmas and Independence Day fall on a Tuesday or Thursday, respectively.

(B) Holidays enumerated above, falling on a Saturday or Sunday, shall be observed on the preceding Friday or following Monday, respectively.

(C) With regard to Christmas Eve only, it is agreed that time off will not be denied for coverage purposes.

(D) **Floating Days.** Employees shall receive one floating holiday, and an employee birthday holiday. In a calendar year in which both Rosh Hashanah and Yom Kippur fall on a weekday, an additional floating holiday may be taken. Until an employee has completed the 90 day probationary period of employment, the use of a floating holiday shall not be applicable.

The birthday holiday may be taken on any day of the week in which the employee's birthday falls. Until an employee

has completed nine full months of employment, the use of birthday holiday shall not be applicable.

(E) **Presidential Election Day.** Employees may arrive up to two hours after the start of the business day, or leave two hours before the close of the business day, on Presidential Election Day. The scheduling of this two-hour time period for voting is subject to administrative procedures in order to accommodate departmental staffing needs. If a dispute arises with regard to this scheduling, seniority shall be applied.

(F) **Absence.** Employees who are absent the day before, or the day after, a holiday shall not receive payment for the day unless a valid explanation is provided to the Employer.

(G) **Summer Fridays.** Each employee covered by this shall receive two (2) paid Summer Fridays. The two Summer Fridays may be used in any of the months of June, July, or August.

- (1) New employees whose start date falls before Memorial Day shall receive two Summer Fridays in their first year. New employees whose start date falls after Memorial Day but before July 15 shall receive one Summer Friday in their first year. New Employees whose start date is after July 15 will be eligible for Summer Fridays in the following year.

ARTICLE 14 VACATION

(A) **Vacation Year Defined.** June 1st shall be the start of the year for purposes of computing vacation accrual. Vacation time is not cumulative and must be taken in each applicable year.

(B) Employees with at least one year of service shall accrue vacation according to the following paid vacation:

After 1 year of employment and up to 3 years:	2 weeks
After 3 years of employment and up to 8 years:	3 weeks
After 8 years of employment and up to 14 years:	4 weeks
After 14 years of employment and thereafter:	5 weeks

(C) **First Year Pro-Rata Schedule.** For employees with less than one year of employment, one day of vacation shall be granted at the completion of each four month period of employment until June 1st, at which time the employee is granted vacation time per the below listed pro rated schedule.

If an employee begins in the month of:

June	10 days	December	5 days
July	10 days	January	4 days
August	9 days	February	3 days
September	8 days	March	2 days
October	7 days	April	1 day
November	6 days	May	0 days

(D) **Scheduling.** Although vacation may be taken at any time of the year, the Employer reserves the right to allocate vacation in order of seniority so that an equitable share of the summer vacation period may be allocated and so that an adequate staff remains in the office to carry on the functions of the office or the department. Vacation shall be taken in weeks, not days, except with Employer's approval. No more than three weeks of vacation can be taken at any one time without the consent of the Employer. Holidays that fall during an employee's vacation period shall not be counted against said vacation days.

ARTICLE 15 SICK LEAVE

(A) On January 1st, of each calendar year, employees will receive eight (8) paid sick days for that calendar year. New hires will earn sick days for the calendar year in which they begin employment according to the following schedule:

Begin Employment	Sick Days Earned
January, February, March, and April	8
May, June, July, and August	6
September, October, and November	4

New hires will earn sick days after their first thirty (30) days of employment. Employees shall have full access to the sick days in their sick leave bank, if any, once they have exhausted their annual sick leave allotment.

(B) In the event of excessive absence from work, medical documentation shall be required. Sick leave may be used in no less than half-day increments, unless permitted by applicable federal, state or local law. Employees may use sick leave for the care and treatment of themselves or a family member. They may also use it to seek assistance or take other safety measures if the employee or a family member may be the victim of any act or threat of domestic violence or unwanted sexual contact, stalking, or human trafficking.

When an employee’s sick leave is exhausted, the employee will be in unpaid status, unless the employee elects to use vacation and/or personal time and has received supervisory approval to do so. Pay for sick leave will be at the employee’s regular base rate of pay when sick leave is used. At the end of each calendar year, any unused sick days will be added to an employee’s sick bank, as described below.

(C) **Sick Bank.** At the conclusion of each calendar year, any unused sick days will be added to the employee’s sick leave bank for later use. Employees may also use days from their sick leave bank after their current sick time leave has been exhausted. The use of days in the sick leave bank shall be in no less than half-day increments, unless permitted by applicable federal, state or local law. An employee may accumulate up to 40 days of unused sick leave in their sick leave bank. Upon separation of employment, the employee shall receive payment of any unused sick leave bank days, not to exceed twenty (20) days. Employees with less than three (3) years of service will not be eligible for Sick Leave Bank payout. The sick leave bank payout will be paid at the employee’s current rate of pay at the time of separation.

(1) Employer shall, at the conclusion of each full year of employment, have three days added into the employee’s then current, if any, sick days bank.

(D) **Discipline Procedures.** Abuse of sick time is understood to include those patterns and categories of sick time described in paragraph (A) above. Should an employee use six or more days in the course of a year, and a pattern (50% or more of the sick days used) of abuse appears to be evident, the Employer shall vigorously enforce the progressive disciplinary procedures. These procedures shall include: a first oral warning advising the employee of the problem; a second written warning upon any subsequent abuse, which warning may also include the docking of pay for such use; and a final warning that may lead to the termination of the employee.

ARTICLE 16 OTHER LEAVES OF ABSENCE

(A) Paid Leaves.

(1) Short-Term Disability.

(a) New York State Short Term Disability. Equity shall provide this benefit and administer it in compliance with New York State Law, which currently provides for a maximum benefit of \$ 170 per week for a maximum of 26 weeks of disability during any 52 consecutive week period. An employee may not collect disability benefits and paid family leave benefits at the same time.

There is a 7-day waiting period before which no benefits are paid. Benefits begin on the eighth consecutive day of disability.

To be eligible for New York State Short Term Disability benefits, an employee must file a claim with Equity or Equity's insurance carrier and be under the care of an approved medical provider. If the claim is rejected by the insurance carrier, the employee will receive a Notice of Rejection and may request that the claim be reviewed by the Workers' Compensation Board Disability Benefits Bureau.

During the 7-day waiting period an employee shall first use their annual allotment of sick days and if exhausted they will then use their Sick Bank days.

Once the employee has exhausted their New York State Short Term Disability benefit, they may use the remaining days in their Sick Bank.

(b) **Actors' Equity Short Term Disability.** This Short-term disability benefit is available over the course of an individual's employment with Equity; it is not renewed per contract term nor per illness. It provides full pay during the initial period of disability based on years of service with Equity.

12 weeks and under 1 year:	2 weeks
1 year and under 2 years:	4 weeks
2 years and under 10 years:	6 weeks
10 years or more:	8 weeks

After an employee becomes eligible for the New York State Short Term Disability Benefit, the employee will receive full pay for the initial period of their disability leave as outlined above, provided the employee has completed all necessary insurance and medical forms:

(c) Actors Equity Short Term Disability payments will be made in conjunction with other Disability or Workers' Compensation benefits paid to the employee, but only to the extent that combined they do not exceed the employee's regular take-home pay.

(2) **Personal Days.** Except as provided herein, employees shall receive three paid personal days per calendar year. Personal days shall be taken in whole days, except with the Employer's approval. At least two business days notification of intent to use a personal day shall be given. Employees with less than one full year of employment by January 1 may use such personal days at the rate of one personal day after each four months of employment. Personal days may not be added to holidays nor may such days be used consecutively. A personal day each year may be added to an employee's vacation period, at the Employer's option.

(3) **Jury Duty.** The Employer shall pay the employees regular rate of pay for a period of up to ten (10) days, and shall pay up to a total of 15 days, when applicable, for grand jury service. The employee shall provide proof of jury duty service and shall report to work on any day the employee is released from jury duty.

(4) **Compassionate.** The Employer shall grant a paid compassionate leave of up to three days upon the death of the employee's mother, father, stepparent, domestic partner, grandparent, grandchild, spouse, child, brother, sister, aunt, uncle, niece, nephew, and in-laws. For purposes of this provision, "domestic partner" shall be limited to a primary, affectional relationship with an individual occupying the same residence. Upon approval by the Employer, not to be unreasonably withheld, AEA shall extend the bereavement days provision of the Agreement to cover the death of an employee's domestic partner who may, in rare situations, not regularly reside in the same residence as the employee.

(5) **Parental.** Employees shall be entitled to receive up to six (6) weeks of paid parental leave following the birth or adoption of a child. In addition, employees may extend their parental leave without pay for an additional eight (8) months. New York Paid Family leave will run concurrently with Equity Parental Leave and FMLA leave, when permitted by law.

(B) Unpaid Leaves.

(1) **Illness.** The Employer shall grant employees an unpaid disability leave, for a reasonable period of time, due to the authentic illness or injury of the employee, which disability exceeds the periods of time specified under the provisions of the Sick Leave Article of this Agreement.

(2) **Military/National Defense.** Any employee who enters military or national defense service, shall, upon the employee's termination of such service and upon request by the employee, be returned to the former job, provided that the employee makes such request within 30 days of termination of such service. The employee's rate of pay shall be determined by the employee's former salary, in addition to any increases which may have been granted to the employees covered by this Agreement during the period of such service.

ARTICLE 17 INSURANCE

(A) **Health Insurance.** Employees shall be eligible for coverage under, and in accordance with, the provisions of the Equity-League Health Fund Plan and shall receive the benefits provided by the Plan.

(B) Dental Insurance.

(1) At the employee's option, Equity shall either: (1) pay the total dental insurance premium per month to cover costs of the currently available Equity-League Health Trust Fund's, self-pay D-HMO Dental Plan; (2) pay the identical amount toward The Equity-League Health Trust Fund's Dental PPO Plan; or (3) reimburse the employee's dental expenses up to the identical amount upon presentation by the employee to Equity of such paid receipts within the calendar year.

(2) If during the term of this Agreement, this DMHO coverage is no longer available to participants in the Trust Fund, Equity will compensate its employees, upon the presentation of paid dental receipts to Equity, an amount that is equal to the rates set forth in (1) above. Equity will exercise its best efforts to find comparable a group dental insurance Plan for its employees within six months after the termination of the Equity-League Dental Plan.

ARTICLE 18 ACTORS' EQUITY ASSOCIATION STAFF PENSION PLAN (SPP)

(A) AEA established the SPP on July 1, 1962 and maintains the Plan in compliance with the Employee Retirement Income Security Act (ERISA) of 1974. All employees of AEA are eligible for benefits from the Plan based on the participation and vesting rules. An employee automatically becomes a Participant in the Plan on the first January 1 or July 1 following a twelve month consecutive period in which the employee works 1,000 hours. An employee automatically becomes 100% vested in the Plan and eligible for benefits after the employee completes five years of Vesting Service. An employee receives one year of vesting service for each calendar year that the employee works 1,000 hours.

(B) *Additional Death Benefit.* One of the benefits of the SPP is a \$ 5,000.00 death benefit for active employees who have six months of participation in the Plan and for retired employees who are receiving a pension.

ARTICLE 19 RATES OF PAY

(A) Employees shall be paid weekly.

(B) **Minimum Weekly Pay.** The minimum hourly pay rate shall be:

Minimum Hourly Pay Rate	
Tier 1	\$19.50
Tier 2	\$25.15
Tier 3	\$28.50

(C) **Wage Increase.**

(1) Each employee with at least one (1) year of service on payroll as of April 1st, 2022, April 1, 2023, April 1, 2024 shall receive an increase to the minimum, or a 3.0% wage increase, whichever is greater.

(2) Any employee with less than one (1) year of service on payroll as of April 1st of each given year, shall receive a prorated wage increase based on the following schedule:

- (a) Employees with nine months or more of service by shall receive the 100% of any agreed-upon annual increase;
- (b) Employees with six to nine months of service shall receive 50% of any agreed-upon annual increase;
- (c) Employees with three to six months of service shall receive 25% of any agreed-upon annual increase.

(3) It is expressly understood and agreed that nothing in this Agreement shall limit Equity from granting to any employee a salary above any established minimum, an increase in pay based upon merit, or from advancing or promoting employees in the service of AEA.

(D) **Wage Caps.** The following wage caps will apply

Maximum Hourly Pay Rate	
Tier 1	\$25.00
Tier 2	\$32.00
Tier 3	\$36.00

(1) Employees at the maximum shall receive the lesser of the negotiated wage increase or the January/January New York Tri-State COLA.

(E) **Bonus.** Employees shall receive a one-week salary bonus payment provided the employee has a year or more of service as of the Christmas holiday of each year. For employees with less than one full year as of the Christmas holiday, the bonus payment shall be pro-rated at the rate of one-twelfth of one week's salary for each full month of employment.

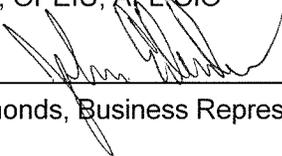
(F) For the period of time that an employee is assigned, in addition to the employee's own work, also to cover the work of an employee covered by this Agreement whose position is vacated as a result of resignation, termination, leave of absence, extended sick leave, promotion, or disability, the Employer shall pay an additional weekly payment in the amount of \$125.00 per week; with the understanding that the payment will be made immediately for all coverage. The additional weekly payment shall be prorated if more than one employee is assigned to cover the work of the vacated position. This pro-ration shall not be limited to only half or more of the work, but shall be available for any increment of coverage

(1)The payment for coverage of vacant positions covered in Article 19(F) shall continue for no less than an additional two-week period during the training of a replacement employee.

ARTICLE 20 DURATION

(A) This Agreement shall be in full force and effect on and after April 1, 2022 up to and including March 31, 2025, and shall be automatically renewed from year to year unless the Union or the Employer serves upon the other, no less than 60 days before the expiration date of this Agreement, a written notice of desire to modify, amend or terminate this Agreement.

(B) If after written notice as provided herein is served, and if agreement upon such amendments or modification is not reached by March 31, 2025, this Agreement automatically terminates, unless prior to that date the parties have agreed in writing to extend this Agreement for a specified period of time.

Local 153, OPEIU, AFL-CIO
 By: 

 John Edmonds, Business Representative

Actors' Equity Association, AFL-CIO
 By: 

 Afifa Samad, Director of Talent and Labor Management