

Council of Resident Stock Theatres
and
Stage Directors and
Choreographers Society, Inc.

COLLECTIVE BARGAINING AGREEMENT

JANUARY 1, 2010-December 31, 2013

Table of Contents

| | |
|---|----|
| I.THE PARTIES | 1 |
| II.THEATRE CLASSIFICATIONS | 1 |
| III.RECOGNITION | 2 |
| IV.UNION SECURITY | 2 |
| V.NON-APPLICABILITY..... | 2 |
| VI.CONTRACTS | 3 |
| VII.CONDITIONS OF EMPLOYMENT | 3 |
| VIII. NO STRIKE, NO LOCKOUT | 4 |
| IX.DISPUTES | 4 |
| X.PENSION FUND..... | 5 |
| XI.HEALTH FUND | 6 |
| XII.PAYMENT (DEFINITIONS) | 6 |
| XIII.PAYMENT (SALARY)..... | 6 |
| XIV.PAYMENT (ROYALTIES) | 7 |
| XV.PAYMENT (PENSION AND HEALTH) | 8 |
| XVI.SECURITY | 8 |
| XVII.ADDITIONAL REHEARSALS AFTER OPENING | 9 |
| XVIII.PRODUCTIONS OTHER THAN RESIDENT..... | 10 |
| XIX.CHANGE OF POLICY | 11 |
| XX.DISMISSAL | 11 |
| XXI.FUNCTIONS OF DIRECTOR, CHOREOGRAPHER, DIRECTOR/CHOREOGRAPHER..... | 11 |
| XXII.BILLING | 12 |
| XXIII.BIOGRAPHICAL NOTES..... | 13 |
| XXIV.SEATS | 13 |
| XXV.ELECTRONIC RIGHTS | 13 |
| XXVI.PROPERTY RIGHTS | 15 |
| XXVII.SOCIAL SECURITY-UNEMPLOYMENT INSURANCE | 16 |
| XXVIII.NO DISCRIMINATION | 11 |
| XXIX.NOTICE OF SDC MEMBERSHIP | 17 |
| XXX.TERM..... | 18 |
| XXXI.SEPARABILITY | 18 |
| XXXII.SUPERSEDING AGREEMENT..... | 18 |
| SCHEDULE A: DIRECTOR | 19 |
| SCHEDULE B: CHOREOGRAPHER..... | 20 |
| SCHEDULE C: DIRECTOR-CHOREOGRAPHER: | 21 |
| SCHEDULE D: PENSION AND HEALTH | 22 |
| SCHEDULE E: TRANSPORTATION, PER DIEM AND AUDITIONS | 23 |
| SCHEDULE F: FORM CONTRACT..... | 24 |
| SCHEDULE G: CORST MEMBERS AND STAGE CATEGORIES | 25 |

THIS AGREEMENT is made as of January 1, 2010, between the STAGE DIRECTORS AND CHOREOGRAPHERS SOCIETY, INC. (SDC), having its principal office at 1501 Broadway, New York, NY 10036, and the COUNCIL OF RESIDENT STOCK THEATRES (CORST), c/o Teresa Stoughton Marafino, Mountain Playhouse, P.O. Box 205 7690 Somerset Pike, Jennerstown, PA 15547

I. THE PARTIES

- A. SDC is a membership corporation comprising of theatre directors and choreographers. ("Director-Choreographer" means one person employed hereunder.)
- B. CORST consists of member stock theatres operating separately and independently. Each theatre presents consecutive productions of different plays not in repertory with no layoffs or hiatus between productions. Each theatre employs a minimum of six (6) professional performers (members of Actors' Equity Association) whose employment, upon the discontinuance of one production, shall continue in succeeding productions.

II. THEATRE CLASSIFICATIONS

- A. Theatres covered by this Agreement shall be subdivided into four classifications as defined by the Resident Dramatic Stock contract with Actors' Equity.
- B. Theatre agrees to furnish SDC with information as to seating capacity and certified actual weekly box office receipts identical to that furnished Actors' Equity Association in advance of each season. SDC agrees to the same annual increases in income as those allowed by Actors' Equity Association.

During this contract period, any Theatre that operated previously under the CORST Agreement will not change its category as defined in the CORST Agreement expiring December 31, 2009 except by mutual consent of the Producer and SDC.

III. RECOGNITION

The Theatre recognizes SDC as the exclusive representative of all directors and choreographers employed by them for the purposes of collective bargaining and the administration of matters within the scope of this Agreement.

IV. UNION SECURITY

- A. The Producer will execute a standard form contract (see Schedule F) for employment of all Directors, Choreographers and Director-Choreographers for all productions and file such contract with SDC before the first rehearsal.
1. If members of SDC, shall be in good standing when hired; or
 2. If not members, shall become members after the 30th day of initial employment.
 3. If not members during initial employment, shall become members prior to their first rehearsal on their next CORST production.
- B. At SDC's sole discretion and upon application by the Theatre, SDC may waive the membership requirement to enable a performer member of the resident company to Direct, Choreograph, or Direct-Choreograph a production. All other conditions of this Agreement are to be considered in full effect.
- C. SDC will admit to membership Directors, Choreographers, or Directors-Choreographers employed by the theatre upon Non-discriminatory terms, and Reasonable initiation fee.

V. NON-APPLICABILITY

An individual employed by the Theatre as its manager or producer who simultaneously acts as Director, Choreographer, or Director-Choreographer and who is not a member of SDC shall not be covered by this Agreement and will not be required to become a member.

However, if such a person was previously a member in good standing of SDC, he/she shall be covered by this Agreement. SDC members on honorable withdrawal or suspended status shall be required to reactivate their membership in good standing.

VI. CONTRACTS

Theatres covered by this Agreement employing Directors, Choreographers, or Directors-Choreographers will use the SDC form employment contract annexed hereto. Contracts must be signed in quintuplicate and,

- A. The Director, Choreographer, or Director-Choreographer will keep one copy and file one copy with SDC within five (5) days after execution, and
- B. The Theatre will keep one copy and file one copy with SDC within five (5) days after execution.
- C. If the contract is not signed concurrently, the Theatre shall sign first. In such event, the Theatre may void the contract by notifying the Director, Choreographer, or Director-Choreographer or his/her designated representative by certified mail, telegram or mail-gram that if the contract is not signed and returned to the Theatre within a specified period (but not less than 72 hours after receipt of such notice) the contract is null and void.
- D. The contract must be fully executed by both parties prior to any casting session that a Director, Choreographer, or Director-Choreographer is required to attend or prior to the first rehearsal, whichever comes first.

VII. CONDITIONS OF EMPLOYMENT

- A. Attached hereto and made part of this Agreement are schedules of minimum wages and royalties and working conditions for Directors (Schedule A), Choreographers (Schedule B), and Director-Choreographers (Schedule C), as well as for pension and health (Schedule D) and travel and transportation (Schedule E).

- B. The Director, Choreographer, or Director-Choreographer may not waive or alter any of the minimum employment terms and conditions of this Agreement without the approval of SDC, except that nothing in this Agreement shall prevent the Director, Choreographer, or Director-Choreographer from obtaining better terms and conditions than herein provided.
- C. The applicable provisions of this Agreement and the schedules annexed hereto, shall be deemed incorporated in the individual contracts of employment between the Theatre and the Director, Choreographer, or Director-Choreographer.

VIII. NO STRIKE, NO LOCKOUT

During the term of this Agreement, the Theatre shall not lock out any Director, Choreographer, or Director-Choreographer and SDC will not cause or condone any of its members to take part in any strike, work stoppage, slow down, boycott, or concerted or organized or other curtailment of work (sympathetic, general, secondary boycott or other kind) or any other interference with the operation of the business of the Theatre.

IX. DISPUTES

- A. In the event that any dispute concerning the interpretation of application of this Agreement (including all schedules and riders annexed hereto), or any employment contract between the Director, Choreographer, or Director-Choreographer and the Theatre arises between SDC and the Theatre or between the Director, Choreographer, or Director-Choreographer and the Theatre, SDC and the Theatre will promptly attempt to settle the matter amicably.
- B. If the dispute is not resolved pursuant to paragraph (A) above, it may be submitted by either party to a Grievance Committee, consisting of up to three (3) representatives of SDC and up to three (3) representatives of the Theatre. In rendering decisions, SDC's representatives and the Theatre's representatives shall each cast, in the aggregate,

one (1) vote. A decision of the Committee on a grievance or dispute shall be final and binding on the parties only if there are two (2) concurring votes.

- C. If the parties are unable to settle the dispute, either party may demand an arbitration which shall be conducted in accordance with the provisions set forth below:
1. SDC shall act and be deemed to be the sole and exclusive agent for the Director, Choreographer, or Director-Choreographer in all such disputes and arbitrations arising therefrom. Unless otherwise expressly provided in the employment contract, Directors, Choreographers, or Directors-Choreographers waive any and all remedies, rights and procedures against the Theatre on account of such disputes except as hereinafter provided.
 2. Arbitration hereunder shall be conducted by one arbitrator in the City of New York. The arbitration shall be conducted by submittal thereof under the voluntary labor rules of the American Arbitration Association.
 3. The costs of the arbitration shall be shared equally by the parties to the arbitration.
 4. Determinations by arbitrators hereunder shall be final and binding upon the parties, but shall not amend this Agreement in any way.

X. PENSION FUND

- A. The Theatre acknowledges that the Collective Bargaining Agreement effective August 13, 1972 between SDC and the Broadway League, Inc. provided for the establishment of a jointly administered Pension Fund.
- B. SDC acknowledges that when it grants a waiver to allow a non-member of SDC (but who is a performer in the resident acting company) to Direct, Choreograph, or Direct-Choreograph a production, that non-member may wish to have pension contributions made on his/her behalf to the Equity-League Pension Fund.

XI. HEALTH FUND

- A. The Theatre acknowledges that the Collective Bargaining Agreement effective August 13, 1972 between SDC and the Broadway League, Inc. provided for the establishment of a jointly administered Health Fund.
- B. The Health Fund shall be used to assist in providing health benefits for the Director, Choreographer, or Director-Choreographer, including, but not limited to, hospital and medical insurance.

XII. PAYMENT (DEFINITIONS)

- A. "Initial rehearsal period" means the first day of rehearsal and the following consecutive calendar days immediately preceding and including the first public performance.
- B. All annual increments in salary, royalty, pension and/or health, as provided in the annexed schedules, shall commence as of January 1 of each year.
- C. Out of Pocket Expenses: Directors, Choreographers or Director-Choreographers shall be reimbursed for all out-of-pocket expenses authorized or approved by the Theatre's management in connection with the engagement (e.g., long distance telephone, copying, local transportation to and from conferences connected with the production, dance studio rental, etc.). All out-of-pocket expenses related to the production and authorized or approved by the Theatre shall be reimbursed within seven (7) business days of receipt by the Theatre of the Director's, Choreographer's or Director-Choreographer's written request therefore.
- D. Salary and royalty figures shall be rounded off to the nearest dollar.

XIII. PAYMENT (SALARY)

- A. Salary shall be paid to Director, Choreographer, or Director-Choreographer in amounts no less than as provided in Schedules A, B, and C, annexed hereto.

- B. Whenever a Director, Choreographer, or Director-Choreographer shall be engaged, one-third of the total payment due for the initial rehearsal period shall be paid upon the signing of the contract. An additional one-third shall be paid prior to the commencement of rehearsals. The remaining one-third shall be paid prior to the first public performance.
- C. The Theatre shall deduct union dues assessments of 2.5% of the salary earned and remit same to SDC no later than seven days after the final performance of each production, provided that the Director, Choreographer, or Director-Choreographer has executed a lawful deduction authorization.

XIV. PAYMENT (ROYALTIES)

- A. Royalties shall be paid to Director, Choreographer, or Director-Choreographer in amounts no less than provided in Schedules A, B , and C, annexed hereto.
- B. Royalties provided for are based upon no more than eight (8) performances of the production per week. Additional royalties shall be paid at the rate of one-eighth (1/8) the weekly royalty for each performance more than eight in one week. If fewer than eight (8) performances are given in one week, one-eighth (1/8) shall be deducted from the weekly royalty for each performance less than eight (8).
- C. Royalties shall be paid prior to the first performance for each week the production is performed and for which royalties are payable. Royalty payments shall be paid directly to the Director, Choreographer, or Director-Choreographer.
- D. The Theatre shall deduct union dues assessments of 2.5% of the royalties earned and remit same to SDC no later than seven days after the final performance of each production, provided that the Director, Choreographer, or Director-Choreographer has executed a lawful deduction authorization.

XV. PAYMENT (PENSION AND HEALTH)

All Pension & Health payments due on behalf of the Director, Choreographer, or Director-Choreographer for the entire contract as provided in schedule D, annexed hereto, shall be paid to SDC within seven days of the final performance of each production.

XVI. SECURITY

- A. Each Theatre, in accordance with its classification, will deposit with SDC a sum of money (or equivalent security satisfactory to SDC) equal to two (2) weeks director's weekly minimum salary. Such deposit must be made no later than two (2) weeks prior to the first rehearsal for which any Director, Choreographer, or Director-Choreographer shall be employed subject to this Agreement. Said monies shall be returned to the Theatre by SDC no later than ten (10) days after the Theatre has notified SDC in writing that all productions contracted for by the Theatre for which royalties and/or pension and health are payable have been fully performed at the Theatre and the Theatre has furnished proof to SDC that all such royalties and/or pension and health have been paid.
- B. If a Theatre is in default of any royalty and/or pension and health payments, or part thereof, and such default continues for a period exceeding ten (10) days after the end of performances at the Theatre of all productions for which security was deposited, as above provided, and such security is insufficient to cover the amount so in default, then, before any future performances at the Theatre of a production for which a Director, Choreographer, or Director-Choreographer is employed under contract subject to this Agreement, the Theatre will be required:
1. To pay all royalty and/or pension and health arrears, and
 2. To deposit with SDC a sum of money (or equivalent security satisfactory to SDC) equal to the total of all Directors', Choreographers' or Director-Choreographers' royalty and/or pension and health payments incurred by such theatre during the entire season in which the default occurred, to be held as

security under, and in lieu of, the amount provided in XVI, A, above, but in no event, less than such amount.

- C. The security so deposited by a theatre may be used only after notice of default and intention to so use such security has been given in writing to the Theatre by SDC. Such security may be used in the discretion of SDC, to pay any payment the Theatre has defaulted in making. If such payment is made, SDC shall deduct an administrative fee as per the SDC security agreement filed by the theatre. Such security shall not be so used until default continues for a period of ten (10) days after such written notice.
- D. All monies deposited with SDC hereunder shall be held in trust in a day-to-day interest bearing savings account, such interest to be credited to the Theatre and returned, as accrued, to the Theatre upon the return of monies so deposited.
- E. If the only Director, Choreographer, or Director-Choreographer employed at a theatre is the owner or authorized representative of the Theatre, no security shall be required under this Agreement.

XVII. ADDITIONAL REHEARSALS AFTER OPENING

- A. If a production is to be re-staged from one type of theatre to another or a replacement of a major performer is necessary, the Director, Choreographer, or Director-Choreographer shall be given the right of first refusal to conduct the rehearsals therefore, subject to the following:
 - 1. The foregoing shall apply only when the Theatre has more than seven days' notice in which to provide such re-staging or replacement for actual performance.
 - 2. If the Theatre has more than seven days' notice, then it shall notify SDC thereof and the Director, Choreographer, or Director-Choreographer shall have seventy-two hours after such notice has been given in which to exercise the right to conduct the required rehearsals.

3. If notice that such right has been exercised has not been actually received by the Theatre within such seventy-two hour period, the Director, Choreographer, or Director-Choreographer having such right, as the case may be, shall be deemed to have waived such right.
- B. When a Director, Choreographer, or Director-Choreographer is required to conduct rehearsals after the opening performance of a production, for purposes of brush-up, cast replacement, re-staging or adaptation from one type of stage to another (e.g., change from or to arena, proscenium, thrust or other), payment shall be made to the Director, Choreographer, or Director-Choreographer of travel expenses, per diem expenses, and additional compensation as provided in the schedules annexed hereto. The travel portion of such expenses shall be paid in advance. All other monies due shall be given to the Director, Choreographer, or Director-Choreographer before he/she leaves the theatre in cash, or by check which can be cashed at the box office provided the Director, Choreographer, or Director-Choreographer gives the Theatre sufficient notice. In all events, the Theatre shall be liable for travel expenses of the Director, Choreographer, or Director-Choreographer only between the place of the rehearsal and the original place of engagement of such Director, Choreographer, or Director-Choreographer.

XVIII. PRODUCTIONS OTHER THAN RESIDENT

- A. If a Theatre covered by this Agreement books a unit or package production which originates in a theatre bound by another of SDC's Minimum Basic Agreements, the terms and conditions of that Agreement shall prevail and be binding on said theatres; but, in no instance, can the amounts paid be less than provided in this Agreement.
- B. If the production originates in a theatre not bound by another of SDC's Minimum Basic Agreements, the terms of this Agreement shall prevail.
- C. If a production covered by this Agreement is performed thereafter at another theatre, the appropriate SDC Minimum Basic Agreement shall apply.

- D. If a Theatre/Producer covered by this Agreement produces, co-produces, licenses or leases a production for performances in another theatre, the Director, Choreographer, or Director-Choreographer shall have the right of first refusal to Direct, Choreograph, or Direct-Choreograph that production under a new contract, based upon the SDC agreement appropriate to that production, or pay the applicable minimum fee.

XIX. CHANGE OF POLICY

If, at any time subsequent to the signing of this Agreement, a Theatre/Producer covered by this Agreement chooses to change its policy from that of a Resident Stock Theatre as defined in Article 1, B, said Theatre agrees to sign an Independent Producer's Agreement with SDC recognizing SDC's applicable Minimum Basic Agreement.

XX. DISMISSAL

- A. No Director, Choreographer, or Director-Choreographer shall be dismissed without full payment of salary, royalty, and pension and health benefits as these may accrue, except where the Director, Choreographer, or Director-Choreographer is guilty of breach of contract.
- B. If a Director, Choreographer, or Director-Choreographer is found guilty of breach of contract under arbitration procedures outlined in Article 9, Disputes, and SDC has received dues assessments and/or pension and health payments on behalf of said Director, Choreographer, or Director-Choreographer, SDC agrees to the repayment of such monies to the Theatre if so directed by the arbitrator.

XXI. FUNCTIONS OF DIRECTOR, CHOREOGRAPHER, OR DIRECTOR-CHOREOGRAPHER

- A. Duties. The Director, Choreographer, or Director-Choreographer shall conduct rehearsals, appear promptly for all scheduled rehearsals, respect the physical property

of the production, theatre and place of rehearsal, conduct rehearsals in a manner not violative of any rules of Actors' Equity Association and generally fulfill the artistic, planning and production contributions commonly within scope of the respective functions of the Director, Choreographer, or Director-Choreographer.

B. Consultation Before Opening.

1. Before opening of the season or production, the Director shall be consulted in all decisions regarding casting, stage management, scenery, lighting and costuming made subsequent to his/her engagement.
2. Before opening of the season or production, the Choreographer shall be consulted in all decisions regarding casting of dancers (but not to conflict with Directors' decisions) made subsequent to his/her engagement.
3. The Choreographer shall have the right to approve the dance captain and costumes for dancers; such approvals not to be unreasonably withheld.

C. Consultation After Opening. After opening of the production, the work of the Director, Choreographer, or Director-Choreographer shall not be changed without consultation by the Director, Choreographer, or Director-Choreographer, if available, unless required by emergency.

XXII. BILLING

- A. The Director or Director-Choreographer will receive billing in type size no less than 33 1/3% of the type size used for the title of the play. Such billing shall appear on a separate line. No other billing shall be larger than the Director or Director-Choreographer with the exception of "star" performers or author, unless otherwise required by pre-existing contractual requirements of the production. Billing of the Director or Director-Choreographer will appear in the theatre where the production is performed and on houseboards and programs. The Director shall be credited in all press materials, excluding ads, when anyone other than author and star are credited.

- B. The Choreographer will receive billing in type size no less than 25% of the type size used for the title of the play. Choreographer's credit shall appear on separate line. Billing of the Choreographer will appear in the theatre where the production is performed and on houseboards and programs. The Choreographer shall be credited in all press materials, excluding ads, in which the Director is credited

XXIII. BIOGRAPHICAL NOTES

If biographical notes are included in the program for any member of the cast, such notes shall be included for the Director, Choreographer, or Director-Choreographer. The Director, Choreographer, or Director-Choreographer shall submit all biographical material and photographs for programs at the time of the signing of the contract. In so doing, he/she shall indicate the preferred cuts, should space demand editing. If the Director, Choreographer, or Director-Choreographer does not indicate preferred cuts, the Theatre has the right to make cuts at its discretion.

XXIV. SEATS

The Director, Choreographer, or Director-Choreographer shall be provided with a seat if it is necessary to see a performance.

XXV. ELECTRONIC RIGHTS

- A. Theatre shall not film, televise or otherwise reproduce complete or partial performances or rehearsals of Theatre's production of the Play, or authorize or permit others to do the same, without first negotiating and executing a written agreement with the Director, Choreographer, or Director-Choreographer providing for mutually agreeable terms to the Director, Choreographer, or Director-Choreographer with respect thereto. Payments shall be made to the Director, Choreographer, or Director-Choreographer of no less than five (5%) percent of the total payments received by the Theatre from the electronic company.

- B. If the presence of the Director, Choreographer, or Director-Choreographer is required at the theatre or studio in which any reproduction is to be taped, filmed, televised or recorded, he/she shall receive additional compensation equal to no less than 1/7 of his/her contractual salary for each day or part thereof his/her presence is required.
- C. If a reproduction is reproduced in one or more forms as described above, the Director, Choreographer, or Director-Choreographer shall receive billing as follows: "This production was Directed-Choreographed for the stage by _____."
- D. The foregoing Sections A and C shall not be applicable when only a portion of the production is being reproduced solely for use in advertising, promotion or news purposes (where Theatre is not getting paid), said portion of the production or rehearsal not to exceed three (3) minutes, or if more than one portion of the production is performed, not to exceed a total aggregate time of fifteen (15) minutes. Such footage may not depict an entire scene or musical number. The date, time and content of material to be captured shall include consultation with Director, Choreographer, or Director/Choreographer.
- E. The Director, Choreographer, Director/Choreographer shall receive billing on the Theatre's website show page, and anywhere billing is given to any other party including the Theatre. Inadvertent omission of any of the requirements herein shall be rectified upon notifications, but, in any event, shall not be considered a material breach of this Agreement.
- F. Understanding that unauthorized duplication of CORST productions is an issue for producers and artists alike, the parties of this agreement agree to the following statement:

"This confirms that CORST and SDC share a strong mutual interest in preventing any unauthorized stage reproduction of the direction and choreography or any unlawful use of captured materials, and that those producers, SDC and it's members have taken and will continue to take appropriate action to advance that interest."

- G. SDC and the contracted members may obtain and use footage from any productions (including closed productions), for the purposes of promotion provided that SDC or the contracted member obtains AEA permission for the Theatre to provide such footage. SDC shall indemnify the Theatre against any claims arising from the provision of such footage to the SDC or its members.

XXVI. PROPERTY RIGHTS

- A. All rights in and to the direction and/or choreography conceived by the Director, Choreographer, or Director-Choreographer in the course of the rendition of his/her services hereunder, shall be, upon its creation, and will remain the sole and exclusive property of Director, Choreographer, or Director-Choreographer, it being understood, however, that the Theatre shall have a perpetual and irrevocable license to use such direction and/or choreography in any stage production of the play from which Director, Choreographer, or Director-Choreographer receives a royalty under an applicable SDC Minimum Basic Agreement.
- B. Theatre shall not authorize the publication in any form of Director's stage directions without Director's prior written consent. The Director reserves the right to copyright such stage directions.
- C. The Theatre is granted by the Choreographer license to use the choreography and staging of dances solely in connection with this Resident Stock production and the Choreographer reserves the right to copyright such choreography.
- D. The Theatre shall provide, prior to the first rehearsal, a written representation to the Director, Choreographer, or Director-Choreographer, with a copy to SDC, that it has obtained the performance rights to recreate any original direction, musical staging and/or choreography which will be used for a production.

XXVII. SOCIAL SECURITY-UNEMPLOYMENT INSURANCE

- A. The Theatre shall comply with all laws regarding the payment of taxes and payments required to be paid by employers under the provisions of laws commonly known and designated as Social Security Acts or Laws.
- B. If the services of the Director, Choreographer, or Director-Choreographer are not subject to the compulsory provisions of an unemployment compensation (insurance) law of any state, the Theatre hereby agrees to cover the Director, Choreographer, or Director-Choreographer and pay contributions on the earnings of the Director, Choreographer, or Director-Choreographer under the elective provisions of the unemployment insurance law of the State of New York. If the Theatre is not eligible to come under the New York State Unemployment Law, then it will elect to come under the Unemployment compensation (insurance) law of the Director's, Choreographer's, or Director-Choreographer's residence or of the state where the contract of employment was made.
- C. The Theatre agrees to execute and file the necessary forms required by the state unemployment compensation (insurance) law under which it elects to cover the Director, Choreographer, or Director-Choreographer and shall notify the Director, Choreographer, or Director-Choreographer of its election.
- D. The Theatre agrees to furnish its unemployment registration number to the Director, Choreographer, or Director-Choreographer and to SDC, if so requested.
- E. It is expressly agreed that non-profit organizations, regardless of this tax-exempt status, will secure unemployment insurance coverage pursuant hereto.

XXVIII. NO DISCRIMINATION

- A. The Theatre shall not discriminate against any Director of Choreographer in employment because of race, color, gender, age, disability, national origin, citizenship status, religion, creed, marital status, sexual orientation or union activity.
- B. The Director of Choreographer shall not discriminate in casting against any person because of race, color, gender, age, disability, national origin, citizenship status, religion, creed, marital status, sexual orientations or union activity.
- C. CORST affirms that categories of race, color, gender, age, disability, national origin, citizenship status, religion, creed, marital status, sexual orientation and union activity shall not be used to limit the range of work open to the Directors and Choreographers engaged by CORST Theatres.
- D. SDC shall not discriminate against any member of applicant for membership because of race, color, gender, age, disability, national origin, citizenship status, religion, creed, marital status, sexual orientation or union activity.
- E. CORST and SDC reaffirm their commitment to encourage and expand employment of ethnic minority, female and disabled Directors and Choreographers for all productions and promote the casting of actors and the hiring of Directors and Choreographers in ways which challenge stereotypes and expectations.

XXIX. NOTICE OF SDC MEMBERSHIP

The Theatre shall display the SDC logo in a conspicuous place in programs along with the following credit, "The Director (or Choreographer or Director-Choreographer) is a member of the Society of Stage Directors and Choreographers, an independent national labor union." Photo-ready copy shall be provided by SDC.

XXX. TERM

The term of this Agreement shall be four (4) years, effective the 1st day of January, 2010 and terminating the 31st day of December, 2013.

XXXI. SEPARABILITY

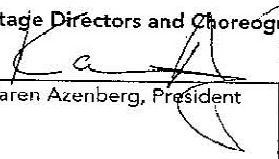
If any provisions of this Agreement are held by any court or other competent jurisdiction to be void or in contravention of any laws, rules or regulations and unenforceable, the remainder of this Agreement shall continue in full force and effect.

XXXII. SUPERSEDING AGREEMENT

This Agreement supersedes and renders null and void all terms and provisions, except as herein specified, of any other agreement for employment by Directors, Choreographers or Directors-Choreographers previously entered into between the Theatre and any other union, including without limitation agreements between the Theatre and Actors' Equity Association.

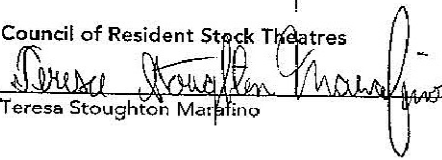
IN WITNESS WHEREOF, the parties have signed this Agreement as of the day first above written.

Stage Directors and Choreographers Society



Karen Azenberg, President

Council of Resident Stock Theatres



Teresa Stoughton Marfino

SCHEDULE A: Director

SALARIES. Directors shall receive a salary for the initial eight (8) days of rehearsal of no less than the following:

THEATRE CATEGORIES:

| | <u>X</u> | <u>Y</u> | <u>Z</u> | <u>ZZ</u> |
|------|----------|----------|----------|-----------|
| 2010 | 2,061 | 1,626 | 1,389 | 1,176 |
| 2011 | 2,102 | 1,659 | 1,417 | 1,200 |
| 2012 | 2,102 | 1,659 | 1,417 | 1,200 |
| 2013 | 2,144 | 1,692 | 1,445 | 1,224 |

For each additional day in excess of eight in the rehearsal period, all directors shall receive one-seventh (1/7th) of their contractual salary for the minimum initial eight-day rehearsal period.

When a director is called upon to perform services prior to the first day of rehearsals or subsequent to opening, other than auditions provided for in SCHEDULE E of this Agreement, he/she shall receive no less than one-seventh (1/7th) of the contractual salary for the minimum initial eight-day rehearsal period for each such day or part thereof.

ROYALTIES. The director shall receive a weekly royalty for each week of performances as follows:

| | <u>X</u> | <u>Y</u> | <u>Z</u> | <u>ZZ</u> |
|------|----------|----------|----------|-----------|
| 2010 | 607 | 541 | 456 | 387 |
| 2011 | 619 | 552 | 464 | 394 |
| 2012 | 619 | 552 | 464 | 394 |
| 2013 | 632 | 563 | 473 | 402 |

SCHEDULE B: CHOREOGRAPHER

SALARIES. Choreographers shall receive a salary for the initial eight (8) days of rehearsal of no less than the following:

THEATRE CATEGORIES:

| | <u>X</u> | <u>Y</u> | <u>Z</u> | <u>ZZ</u> |
|------|----------|----------|----------|-----------|
| 2010 | 1,845 | 1,526 | 1,341 | 1,134 |
| 2011 | 1,882 | 1,557 | 1,368 | 1,157 |
| 2012 | 1,882 | 1,557 | 1,368 | 1,157 |
| 2013 | 1,920 | 1,588 | 1,395 | 1,180 |

For each additional day in excess of eight in the rehearsal period, all choreographers shall receive one-seventh (1/7th) of their contractual salary for the minimum initial eight-day rehearsal period.

When a choreographer is called upon to perform services prior to the first day of rehearsals or subsequent to opening, other than auditions provided for in SCHEDULE E of this Agreement, he/she shall receive no less than one-seventh (1/7th) of the contractual salary for the minimum initial eight-day rehearsal period for each such day or part thereof.

ROYALTIES. The choreographer shall receive a weekly royalty for each week of performances as follows:

| | <u>X</u> | <u>Y</u> | <u>Z</u> | <u>ZZ</u> |
|------|----------|----------|----------|-----------|
| 2010 | 526 | 477 | 383 | 327 |
| 2011 | 537 | 487 | 391 | 334 |
| 2012 | 537 | 487 | 391 | 334 |
| 2013 | 547 | 496 | 398 | 340 |

SCHEDULE C: DIRECTOR-CHOREOGRAPHER:

SALARIES. Director-Choreographer shall receive a salary for the initial eight (8) days of rehearsal of no less than the following:

THEATRE CATEGORIES:

| | <u>X</u> | <u>Y</u> | <u>Z</u> | <u>ZZ</u> |
|------|----------|----------|----------|-----------|
| 2010 | 3,610 | 2,848 | 2,439 | 2,072 |
| 2011 | 3,682 | 2,905 | 2,488 | 2,113 |
| 2012 | 3,682 | 2,905 | 2,488 | 2,113 |
| 2013 | 3,756 | 2,963 | 2,538 | 2,156 |

For each additional day in excess of eight in the rehearsal period, all Directors/Choreographers shall receive one-seventh (1/7th) of their contractual salary for the minimum initial eight-day rehearsal period.

When a Director/Choreographer is called upon to perform services prior to the first day of rehearsals or subsequent to opening, other than auditions provided for in SCHEDULE E of this Agreement, he/she shall receive no less than one-seventh (1/7th) of the contractual salary for the minimum initial eight-day rehearsal period for each such day or part thereof.

ROYALTIES. The director-choreographer shall receive a weekly royalty for each week of performances as follows:

| | <u>X</u> | <u>Y</u> | <u>Z</u> | <u>ZZ</u> |
|------|----------|----------|----------|-----------|
| 2010 | 1,060 | 949 | 800 | 679 |
| 2011 | 1,081 | 968 | 816 | 693 |
| 2012 | 1,081 | 968 | 816 | 693 |
| 2013 | 1,103 | 987 | 832 | 706 |

SCHEDULE D: PENSION AND HEALTH

PENSION.

No less than seven days after the final performance of each production, the Theatre shall pay to the Society-League Pension Fund an amount equal to eight percent (8%) of all salary and royalty payments paid or payable to the Director, Choreographer, or Director-Choreographer.

HEALTH.

No later than seven days after the final performance of each production, the Theatre shall pay to the Society-League Health Fund the following amounts on behalf of Director, Choreographer, or Director-Choreographer it employs:

Effective:

- | | |
|-----------------|--|
| January 1, 2010 | X & Y \$870. Z & ZZ \$850. For each Director, Choreographer, or Director-Choreographer employed on their 2 nd , 4 th , 6 th or 8 th production per season, 50% of appropriate health contribution is due. |
| January 1, 2011 | X & Y \$925. Z & ZZ \$875. For each Director, Choreographer, or Director-Choreographer employed on their 2 nd , 4 th , 6 th or 8 th production per season, 50% of appropriate health contribution is due. |
| January 1, 2012 | X & Y \$950. Z & ZZ \$900. For each Director, Choreographer, or Director-Choreographer employed on their 2 nd , 4 th , 6 th or 8 th production per season, 75% of appropriate health contribution is due. |
| January 1, 2013 | X & Y \$975. Z & ZZ \$950. For each Director, Choreographer, or Director-Choreographer employed on all productions. |

SCHEDULE E: TRANSPORTATION, PER DIEM AND AUDITIONS

TRANSPORTATION (to & from engagement). Round-trip transportation (no less than regularly scheduled economy class), baggage allowances, and taxi fares shall be furnished and/or reimbursed by the Theatre to the Director, Choreographer, or Director-Choreographer.

TRANSPORTATION (local). The Theatre shall provide transportation to and from the dining area when necessary. If meetings are to be held during meal time hours, alternative arrangements for food shall be made by the Theatre.

Upon reasonable notice or request, the Theatre shall provide local transportation to the Director, Choreographer, or Director-Choreographer.

HOUSING AND PER DIEM. For each day or part thereof that the Director, Choreographer, or Director-Choreographer is required to be away from the place of engagement overnight in connection with his/her duties under this Agreement, the Theatre shall provide, at no cost to the Director, Choreographer, or Director-Choreographer, either: (1) a safe, sanitary and private room with kitchen facilities, plus \$45 per day or (2) a safe, sanitary and private room with kitchen facilities, and three complimentary meals per day.

AUDITIONS. Theatres shall not require a Director, Choreographer, or Director-Choreographer to attend auditions for more than a total of 24 hours, excluding meal breaks in any four (4) days for each production for which the Director, Choreographer, or Director-Choreographer has been engaged. In the event that the Theatre requires the Director, Choreographer, or Director-Choreographer beyond this period, the theatre shall compensate Director, Choreographer, or Director-Choreographer no less than one-seventh (1/7th) of the appropriate minimum rehearsal fee for each day, or part thereof.

SCHEDULE F: FORM CONTRACT



1501 Broadway, Suite 1701
 New York, NY 10036-5653
 TEL: 212.391.1070 FAX: 212.302.6195
 www.SDCweb.org

This agreement must be signed in quintuplicate. The Theatre/Producer must file one copy with SDC upon execution. The Director-Choreographer must file one copy upon execution. Each party retains one copy. One copy is for the agent or attorney of employee. The Director-Choreographer shall not commence rehearsal until a fully executed copy of this Agreement has been filed with SDC.

The following constitutes our Agreement:

- This contract is subject to all terms and conditions of the Collective Bargaining Agreement of SDC and the Council of Resident Stock Theatres (CORST), dated January 1, 2010, or its successor Agreement, and binds the Theatre/Producer to its terms for the duration of said Agreement.

CORST Category X _____ Y _____ Z _____ ZZ _____

- Theatre agrees to engage the services of (Artist) _____ as (Director) (Choreographer) (Director-Choreographer) and Artist accepts such engagement with respect to the play _____. Artist's services shall be rendered during rehearsals of the play from _____ through _____ for a total of _____ rehearsal days.
(starting date) (first public performance)
- The play is scheduled to be performed at the following theatres on the following dates (attach Rider if more space is needed):

- In consideration of full and timely performance by the Artist hereunder, Theatre/Producer agrees to pay Artist the following:

A. Salary

\$ _____ for up to eight days of rehearsal
 \$ _____ for _____ days of rehearsal
 in excess of eight at \$ _____ per day

B. Royalties

\$ _____ per performance week for _____ weeks,
 beginning week ending _____ through week ending _____.
 (indicate on rider any weeks in which there are fewer or more than eight performances.)

\$ _____ **Total Salary**

Theatre/Producer is authorized to send salary to: _____

- Artist authorizes Theatre to deduct two and one half percent (2 1/2%) assessments from all monies earned under this Agreement, and the Theatre shall remit same to SDC no later than seven days after the final performance of the production.
- Theatre/Producer shall make pension and health contributions to the SDC-League Pension Fund and the SDC-League Health Fund, as specified in the Collective Bargaining Agreement indicated above.
- Riders (attach to each copy as needed):
- Any dispute arising out of this Agreement shall be settled by arbitration pursuant to the agreement indicated above.

DIRECTOR/CHOREOGRAPHER
 (Signature) _____
 (Please print name) _____
 Date _____
 Address _____
 _____ Zip _____
 Phone _____
 Social Security No. _____
 Email Address _____
 Member of SDC Yes No

THEATRE/PRODUCER (Theatre must sign contract first)
 By (Signature) _____
 (Please print name) _____
 Date _____
 Address _____
 _____ Zip _____
 Phone _____
 Email Address _____
 Employer Federal I.D. No. _____

Revised 1/1/10

CORST

SCHEDULE G: CORST MEMBERS AND STAGE CATEGORIES

| Actual Weekly BO Gross | <u>Category</u> |
|-------------------------------|------------------------|
| \$92,000 and above | X |
| \$63,000-\$91,999 | Y |
| \$40,000-\$62,999 | Z |
| less than \$40,000 | ZZ |

| <u>THEATRES</u> | <u>Category</u> |
|-------------------------------|------------------------|
| Maine State Music Theatre | X |
| Mountain Playhouse | Z |
| Totem Pole Playhouse | Z |
| Williamstown Theatre Festival | X |