

*Dinner Theatres  
and the  
Stage Directors And  
Choreographers Society, Inc.*

**COLLECTIVE BARGAINING AGREEMENT**

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January 1, 2010-December 31, 2013

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AGREEMENT made as of January 1, 2010, by and between the Stage Directors and Choreographers Society, Inc. (SDC), having its principal office at 1501 Broadway, New York, New York 10036, and Marriott Theatre in Lincolnshire, and Westchester Broadway Theatre, the multi-employer bargaining unit collectively referred to as ("Theatres"), c/o Marriott Lincolnshire, 10 Marriott Drive, Lincolnshire, IL 60069.

## 1. THE PARTIES

- A. SDC is a membership corporation comprising theatre Directors and Choreographers. ("Directors/Choreographers" means Directors and/or Choreographers, whichever is applicable, employed hereunder. "Director-Choreographer" means one person employed hereunder.)
- B. The Theatres consist of dinner theatres operating separately and independently presenting productions in conjunction with dinner service that have signed an authorization to negotiate on their behalf. A list of dinner theatres with seating capacities is annexed hereto as Schedule D. This Agreement is binding upon each such dinner theatre appearing on Schedule D.

## 2. DINNER THEATRE CLASSIFICATIONS

- A. The Theatres shall be subdivided into five classifications, based on each dinner theatre's seating capacity.
  - (1) Mini: 0-199
  - (2) Petite: 200-329
  - (3) Small: 330-449
  - (4) Medium: 450-649
  - (5) Large: 650 and over

- B. The annexed list of Theatres shows the classification of each theatre at the time this Agreement was signed. A dinner theatre may change its classification by the removal or addition of seats; however, SDC must be informed in advance in writing of the exact number of seats to be removed or added and the date on which such removal or addition will occur.

### 3. RECOGNITION

The Theatres each recognize the SDC as the sole and exclusive representative of all Directors and Choreographers employed by them to direct/choreograph legitimate plays and musicals, and revues under the jurisdiction of Actors' Equity Association for the purposes of collective bargaining and the administration of matters within the scope of this Agreement.

### 4. UNION SECURITY

- A. All Directors/Choreographers,
- (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 when hired thereafter.
- B. SDC will admit to membership Directors/Choreographers employed by the Theatres upon:
- (1) Non-discriminatory terms, and
  - (2) Reasonable initiation fee.

## 5. CONTRACTS

- A. 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.
- B. Theatres employing Directors, Choreographers, and/or Director-Choreographers will use the SDC forms of employment contract annexed hereto as Schedule E. Contracts must be signed in quintuplicate and,
  - (1) The Director/Choreographer will keep one copy and file one copy with SDC within five days after signing;
  - (2) The dinner theatre will keep one copy and file one copy with SDC within five days of signing or prior to the first rehearsal, whichever comes first.
- C. If the contract is not signed concurrently, the dinner theatre shall sign first. In such event, the dinner theatre may void the contract by notifying the Director/Choreographer or his/her designated representative by certified mail, telegram, or mailgram that if the contract is not signed and returned to the dinner theatre within a specified period (but not less than 72 hours after receipt of such notice) the contract is null and void.

## 6. CONDITIONS OF EMPLOYMENT

- A. Attached hereto and made part hereof are schedules of minimum wages and royalties and the working conditions for Directors, Choreographers, and Director-Choreographers (Schedule A).
- B. The Director, Choreographer and/or Director-Choreographer may not waive or alter any of the minimum terms and conditions of this Agreement without the written approval of SDC, except that nothing in this Agreement shall prevent them from obtaining better employment 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 dinner theatre and Directors, Choreographers, and/or Director-Choreographers.

## 7. NON-APPLICABILITY

- A. An individual employed by the dinner theatre on a full-time and on-going basis as its producer, executive producer or associate producer, i.e., an individual with supervisory authority who hires non performing personnel as well as actors and Director/Choreographers, or the owner of the dinner theatre, who simultaneously acts as Director/Choreographer at said dinner theatre shall not be covered by this Agreement, nor will he/she be required to become a member of SDC, but shall have the option to become a member of SDC and be covered by this Agreement.
- B. A theatre owner shall be defined as an individual who holds a bona fide interest in the material assets of the company, and actively participates in its operation. Appropriate documentation of ownership (Articles of Incorporation, Stock Transfer Agreement, most recent Certification of Officers, and/or tax returns) shall be filed with SDC as evidence of ownership.
- C. SDC will be notified in writing of each production directed or choreographed by an exempt Director/Choreographer, and the theatre will certify that no other individual has performed the functions normally performed by a Director/Choreographer for said production. Copies of programs and/or other appropriate documentation will be sent to SDC verifying the billing of the exempt Director/Choreographer.
- D. Within the sole discretion of SDC, so-called star Performer Directors need not be covered by this Agreement.

- E. Within the sole discretion of SDC, actors who are members of a resident company and who direct/choreograph an occasional production need not be covered by this Agreement.

## 8. NO STRIKE, NO LOCKOUT

During the term of this Agreement, the dinner theatre shall not lock out any Director, Choreographer, or Director-Choreographer, and SDC will not cause or condone stoppage, slowdown, boycott, or concerted or organized or other curtailment of work (sympathetic, general, secondary boycott or any other kind) or any other interference with the operation of the business of the dinner theatre.

## 9. DISPUTES

- A. In the event that any dispute concerning the interpretation or application of this Agreement (including all schedules and riders annexed hereto) or any employment contract between the Director, Choreographer, and/or Director-Choreographer and the dinner theatre arises between SDC and the dinner theatre, or between the Director, Choreographer, or Director-Choreographer and the dinner theatre, SDC and the dinner theatre will promptly attempt to settle the matter amicably.
- B. If the parties are unable to settle the dispute, either party may demand 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 Directors, Choreographers and Director-Choreographers in all such disputes and arbitrations arising therefrom. Unless otherwise expressly provided in the employment contract, Directors, Choreographers and Director-Choreographers waive any and all remedies, rights and

procedures against the dinner theatre on account of such disputes except as hereinafter provided.

(2) If the Theatres deem any dispute hereunder to concern an issue common to its members other than the dinner theatre directly involved in the dispute, it shall so state in advance of arbitration arising therefrom, and from the determination therein shall be binding upon such other member dinner theatres.

(3) Arbitrations

(a) Arbitrations for collection of fees, royalties, pension and welfare payments, or per diem shall be conducted by one arbitrator in the City of New York.

(b) Arbitrations of all other disputes shall be conducted by one arbitrator in a city to be mutually agreed upon. If the parties fail to agree upon a city, the city shall be determined by the appropriate panel of the American Arbitration Association.

(4) The arbitration shall be conducted by submittal thereof to the American Arbitration Association. The parties to the arbitration shall share the costs of the arbitrator equally.

(5) Determinations by arbitrators hereunder shall be final and binding upon the parties, but shall not amend this Agreement in any way.

## 10. PENSION FUND

The dinner theatre acknowledges that the collective bargaining agreement effective August 13, 1972, between SDC and the Broadway League, provides for the establishment of a jointly administered Pension Fund and the Theatres agree to become a participant in said Pension Fund. The Theatres agree to execute all necessary documents, including the agreement declaration of trust establishing said

Pension Fund. If requested by the Theatres and approved by the Trustees of said Pension Fund, the Theatres will be represented on the Board of Trustees of said Fund.

## 11. HEALTH FUND

The dinner theatre acknowledges that the collective bargaining agreement effective August 13, 1972, between SDC and the Broadway League, provides for the establishment of a jointly administered Health Fund and the Theatres agree to execute all necessary documents, including the agreement declaration of trust establishing said Health Fund. If requested by the Theatres and approved by the Trustees of said Health Fund, the Theatres may be represented on the Board of Trustees of said Fund.

## 12. PAYMENT (DEFINITIONS)

- A. "Initial rehearsal period" means the first day of rehearsal and the following consecutive calendar days immediately preceding and including the opening performance. Payment for any additional rehearsal days after the opening performance shall be pursuant to Article 19 (A) of this Agreement.
- B. All annual increments in salary, royalty, per diem, pension and/or health, as provided in the annexed schedules, shall become effective on the first day of November in each year of this Agreement.

## 13. PAYMENT (SALARY)

- A. Salaries shall be paid to Directors, Choreographers and Director-Choreographers in amounts no less than as provided in Schedule A 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. (Out-of-Pocket Expenses) All out-of-pocket expenses related to the production, approved by the dinner theatre, shall be reimbursed within seven (7) business days of receipt of the written request, accompanied by the appropriate, original receipts from the Director, Choreographer, or Director-Choreographer. Receipts shall be provided to the dinner theatre no later than two (2) weeks following (1) the incurring of the expense, or (2) the first performance of the contracted production, whichever date is later.
- D. The Theatre shall deduct union dues assessments of 2.5% of the salary earned and remit same to SDC no later than seven (7) days following the first public performance of the production.

#### 14. PAYMENT (ROYALTIES)

- A. Royalties shall be paid to Directors, Choreographers and Director-Choreographers in amounts no less than as provided in Schedule A, annexed hereto.
- B. Royalties provided for are based upon six to eight (6-8) 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 (8) in one week. If fewer than six (6) performances are given in one week, royalties shall be pro-rated on the basis of one-eighth (1/8) of weekly royalty for each performance given.
- C. Royalties shall be paid at the end of each week the production is performed. Royalty payments shall be paid directly to the Director, Choreographer and Director-Choreographer.
- D. The Theatre shall deduct union dues assessment of 2.5% of all royalties earned and remit same to SDC no later than seven (7) days following the last

performance of the production or at the end of each month when a royalty is earned, whichever is earlier. Photocopies of the royalty check(s) issued the Director and/or Choreographer shall accompany this remittance.

## 15. PAYMENT (PENSION AND HEALTH)

- A. Pension and Health payments shall be paid on behalf of Directors, Choreographers, and Director-Choreographers as provided in Schedule B, annexed hereto.
- B. Pension and Health payments for the entire salaried period of employment shall be paid to the respective Funds prior to the first public performance. Pension payments for the entire royalty period shall be paid no later than 7 days after the final performance.
- C. All Pension payments are payable to the SDC-LEAGUE PENSION FUND; all Health Payments are payable to SDC-LEAGUE HEALTH FUND.
- D. Employees on annual salary at the dinner theatre may, with the approval of SDC, elect not to be covered by the Pension and/or Health Funds described herein. If such request is made in writing and approval granted, payments to the Pension and/or Health funds shall be waived for such employees. Approval by SDC shall not be unreasonably withheld.

## 16. SECURITY

- A. At the sole discretion of SDC, each dinner theatre, in accordance with its size classification, will deposit and maintain with SDC a sum of money (or equivalent security satisfactory to SDC) equal to the total of five weekly minimum Director's royalty payments and pension and health payments plus five weekly minimum Choreographer's royalty payments and pension and health payments. No Theatre will be required to deposit security unless the member has been in default for a period in excess of ten (10) days; however, theatres joining ADTI

after September 30, 1985 and ADTI member theatres where ownership is transferred after September 30, 1985, shall be required to deposit security as set forth herein.

- B. Such deposit must be made no later than two weeks prior to the first performance at the dinner theatre of any production for which any Director, Choreographer, and/or Director-Choreographer shall be employed subject to this Agreement.
- C. Said monies shall be returned to the dinner theatre by SDC no later than ten (10) days after the dinner theatre has notified SDC in writing that all productions contracted for by the dinner theatre for which weekly royalties and pension and health payments are due have been paid.
- 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 dinner theatre and returned, as accrued, to the dinner theatre upon the return of monies so deposited. The dinner theatre may ask for payment of accrued interest every six (6) months on monies being held on a continuing basis by SDC.

## 17. DEFAULT

- A. If a dinner theatre is in default of any royalty or part thereof or of any weekly Pension and Health payments and such default continues for a period exceeding ten (10) days after the end of performances for which such payments are due, SDC may make the applicable payments to the Director/Choreographer and to the Pension and Health Funds from the monies on deposit as Security, after notifying the theatre ten (10) days in advance of making such payments.
- B. Within ten (10) days of such notification, it is the obligation of the dinner theatre to deposit a sum of money with SDC which will again make the total on deposit equal to the original sum deposited as specified in Article 16, A.

- C. If at any time the total amount of monies on deposit as Security falls below one-half (1/2) the original sum specified in Article 16, A, due to default by the dinner theatre's failure to pay any monies due the Director, Choreographer, or Director-Choreographer and/or the Pension and Health Funds, then, before any future performance at the dinner theatre of a production for which a Director, Choreographer, or Director-Choreographer is employed under contract subject to this Agreement, the dinner theatre will be required (i) to pay all arrears, and (ii) to deposit with SDC a sum of money (or equivalent security satisfactory to SDC) equal to a total of all Directors'/Choreographers' royalty payments and all Pension and Health payments incurred by such dinner theatre during the six (6) months prior to the week in which the first default occurred, to be held as Security under and in lieu of the amount provided for in Article, 16, A, above, but in no event less than such amount.
- D. No default will be considered to have occurred, however, if the dinner theatre intends to suspend or cease performances of productions for which security has been deposited, and if the dinner theatre chooses to have the final royalty payments due Director, Choreographer, and Director-Choreographer and the Pension and Health Funds paid directly from the monies held as Security, and only upon written request of the dinner theatre, but within the sole discretion of SDC.
- E. Before a dinner theatre can resume performances and/or initiate a new production subject to the terms of this Agreement, such dinner theatre must once again deposit and maintain with SDC a sum of money (or equivalent security satisfactory to SDC) equal to the amount specified in Article 16, A.

## 18. PRIMARY RESPONSIBILITY

- A. When a production is produced, packaged or assembled by a dinner theatre, such dinner theatre shall be responsible for payment of the salary and Pension and Health contributions payable to and for the Director, Choreographer and

Director-Choreographer on account of rehearsals as provided for in this Agreement.

- B. When a production is produced, packaged or assembled by a party other than a member of the bargaining unit, no member will perform the production in its dinner theatre unless it notifies SDC two weeks before the production begins performances in said dinner theatre or the signing of a contract for said production, whichever occurs first.
- C. Royalty payments and weekly Pension and Health contributions shall be made in amounts due on account of each week's performance by the dinner theatre where such week's performance of the production occurs.
- D. When a production is originally produced, packaged or assembled by a party other than the dinner theatre where it is performed, said dinner theatre shall guarantee the billing of the Director, Choreographer and/or Director-Choreographer as contracted.
- E. If substantially the same production moves from one dinner theatre to another within three (3) months of closing, and rehearses for less than four (4) days, the original Director, Choreographer or Director-Choreographer shall be offered the right of first refusal to direct/choreograph such transferred production. If the Director, Choreographer, or Director-Choreographer is not offered the right of first refusal as provided herein, he/she shall receive no less than one-half (1/2) of the original contractual fee and royalties. If rehearsals are four (4) days or more, this would be considered a new production and this Agreement's provisions would be fully applicable.

## **19. ADDITIONAL REHEARSALS AFTER FIRST PUBLIC PERFORMANCE**

- A. With the approval of the Director, Choreographer or Director-Choreographer, when a Director, Choreographer or Director-Choreographer is requested by the producer to conduct additional rehearsals prior to the contractual rehearsal start

date or after the first public performance, payment shall be made to the Director and/or Choreographer of no less than 1/7th of his/her contractual salary for each day requested or if a Director-Choreographer of no less than one-ninth (1/9th) of his/her ten-day contractual salary for each day requested. In addition, travel expenses and per diem must be paid. Travel expenses shall be paid in advance, per diem before the Director, Choreographer and/or Director-Choreographer leaves and additional compensation within two (2) weeks.

- B. Notwithstanding any other arrangements between or among producer and dinner theatre, the dinner theatre for whom the Director, Choreographer or Director-Choreographer performs such additional rehearsal services shall be liable for such payments to or for the benefit of such Director/Choreographer.

## 20. MULTI-THEATRE OPERATIONS

If the producer owns or operates one or more of the dinner theatres in which the production for which the Director/Choreographer is employed is to be performed, then any Security deposited with SDC under Article 16 above by either the producer or any of the dinner theatres owned or operated by the producer shall be deemed sufficient to cover the producer and such dinner theatres.

## 21. DIFFERING JURISDICTIONS

- A. The terms of this Agreement shall apply to all productions having their first performances in represented dinner theatres, except that where a production so originated thereafter is performed in a theatre which is a party to another of SDC's minimum basic agreements or special agreements, such agreement shall apply with respect to monies for which such other theatre is primarily responsible.
- B. If a dinner theatre shall perform a production originating other than under the Agreement, but under another agreement with SDC, payment for which a dinner

theatre is primarily responsible shall be in the amounts of and governed by this Agreement.

## 22. DISMISSAL

- A. No Director, Choreographer, or Director-Choreographer shall be dismissed without full payment of salary and 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 dismissed prior to the fourth day of rehearsal, he/she shall not be entitled to royalties unless a substantial portion of his/her original direction/choreography is used.
- C. In the event of a dispute, a committee composed of the Stage Manager, the Equity Deputy, a representative of SDC and a representative of the Theatre shall attempt to resolve the matter. If the parties are unable to settle the dispute, the matter shall be submitted to arbitration.
- D. In no event shall the Director, Choreographer or Director-Choreographer be replaced in order to relieve the producer and/or dinner theatre of the responsibility to pay royalties.

## 23. FUNCTIONS OF DIRECTOR/CHOREOGRAPHER

### A. Duties:

- (1) The Director, Choreographer and Director-Choreographer shall conduct rehearsals, appear promptly for all scheduled rehearsals, respect the physical property of the production, dinner theatre and place of rehearsal, including automobiles and housing, if applicable, conduct rehearsals and generally fulfill the artistic, planning and production contributions commonly within the scope of the respective functions of Directors and Choreographers.
- (2) In addition, the Director, Choreographer and Director-Choreographer will do nothing of such public and scandalous nature as to embarrass or otherwise bring disrepute to the dinner theatre.
- (3) The producer shall be entitled to the exclusive services of the Director, Choreographer and Director-Choreographer from the first scheduled rehearsal through the first public performance.

### B. Consultation Prior to First Public Performance

- (1) Before and during rehearsals and prior to the first public performance, the Director shall be consulted in all decisions regarding casting, stage management, scenery, lighting and costuming made subsequent to his/her engagement.
- (2) Before and during rehearsals and prior to the first public performance, 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; such approval not to be unreasonably withheld.

- (4) At the time of the signing of the contract, the Choreographer shall advise the dinner theatre responsible to pay his/her salary with respect to music requirements and/or floor space necessary to design the choreography prior to rehearsals. If the dinner theatre and Choreographer agree at such time upon such needs and the expenses to be incurred therefore, and the same are set forth in the individual contract of employment, the Choreographer shall be reimbursed by the dinner theatre of so much of the expense actually advanced by the Choreographer.
- (5) The Dinner Theatres recognize that the Director, Choreographer, and/or Director-Choreographers time is valuable and shall make every effort to minimize the time required by the Director, Choreographer, and/or Director-Choreographer to be in attendance at auditions.

C. Consultation After First Public Performance

The work of the Director, Choreographer and/or Director-Choreographer shall not be changed after the first public performance unless required by emergency or through consultation with the Director, Choreographer and/or Director-Choreographer, if available.

## 24. 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 a "star" performer. Billing of the Director or Director-Choreographer will appear in each dinner Theatre where the production is to be performed; specifically, but not limited to, on houseboards, in all programs and in all souvenir books where any other person receives billing.
- 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 billing shall appear on a

separate line. Billing of the Choreographer will appear in each dinner Theatre where the production is to be performed; specifically, but not limited to, on houseboards, in all programs and in all souvenir books where any other person receives billing.

## **25. 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 and Director-Choreographer. The Director, Choreographer and/or Director-Choreographer shall submit all biographical material and photographs for programs at the time of the signing of the contracts. In so doing, he/she shall indicate the preferred cuts, should space demand editing.

## **26. NOTICE OF SDC MEMBERSHIP**

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

## **27. SEATS**

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

## **28. PROPERTY RIGHTS**

- A. All rights in and to the direction and/or choreography conceived by the Director and/or 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 the Director and/or Choreographer; it being understood, however, that the dinner theatre and its licensee(s) shall have a perpetual and irrevocable license to use such direction and/or choreography in any stage production of the play for which the Director and/or Choreographer receives a royalty payment under an applicable SDC minimum basic agreement. Any additional use or license of the direction and/or choreography by the dinner theatre shall be subject to further agreement between the dinner theatre and the Director and/or Choreographer.

- B. The dinner theatre shall not authorize the publication in any form of the Director's and/or Choreographer's stage directions and/or choreography without the Director's and/or Choreographer's written consent. The Director and/or Choreographer reserve the right to copyright such stage direction and/or choreography.
- C. In the case of an original production, the dinner theatre shall provide, free of charge, the Director, Choreographer or Director-Choreographer a copy of the completed production script. In the case of a previously produced production, the dinner theatre shall provide the Director, Choreographer, and/or Director-Choreographer access to the completed production script during the run of the production. If one is made, subject to the approval of Actors' Equity Association, the dinner theatre shall provide the Director, Choreographer, or Director-Choreographer with a videotape of the production at the completion of the run of the production.
- D. When the Dinner Theatre desires the recreation of another Director, Choreographer or Director-Choreographer's work, the Dinner 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 original direction, musical staging, and/or choreography which will be used for a production.

## 29. ELECTRONIC RIGHTS

- A. When a production is visually reproduced or a sound recording made from the stage or from a studio, in substantially the same form as originally directed/choreographed, by means of video tape, motion picture film, a sound recorder or any other electronic device, or is presented live on television, on radio, in theatres, or by any other means of remote visual or audio reproduction, in substantially the same form as originally directed/choreographed, the Director/Choreographer shall receive as initial compensation an amount equal to his/her contractual salary.
- B. When a production is reproduced in one or more forms as described above, the Director, Choreographer and/or Director-Choreographer shall receive as additional compensation no less than five percent (5%) of the payments received by the dinner theatre from the electronic company, said payments to be defined as the total payments received from the electronic company less expenses attributable to the electronic reproduction at the dinner theatre not reimbursed by the electronic company.
- C. When a production is reproduced in one or more forms as described above, billing shall be as follows:
- for the Director:  
"Directed for the stage by \_\_\_\_\_."
- for the Choreographer:  
"Choreographed for the stage by \_\_\_\_\_."
- D. If the presence of the Director, Choreographer or Director-Choreographer is required at the dinner theatre or studio in which any reproduction is to be taped, filmed, televised or recorded, payment shall be made to a Director and/or Choreographer of no less than one-seventh (1/7th) of his/her eight-day contractual salary, or if a Director-Choreographer of no less than one-ninth (1/9th) of his/her ten-day contractual salary, for each day or part thereof his/her presence is required.

- E. The foregoing Sections A and B shall not be applicable when only a portion of the production is being reproduced solely for use in advertising, promotion or news purposes, said portion of the production not to exceed five (5) minutes, or if more than one portion of the production is performed, not to exceed a total aggregate time of eight (8) minutes.

### 30. ORIGINAL DIRECTOR/CHOREOGRAPHER

Where it is contractually agreed upon, the dinner theatre will give credit in all programs to the original Director/Choreographer as follows:

“Original production directed by \_\_\_\_\_.”

and, if applicable:

“Original production choreographed by \_\_\_\_\_.”

### 31. SOCIAL SECURITY-UNEMPLOYMENT INSURANCE

- A. The dinner theatre shall comply with all laws regarding the payment of taxes and payments required to be paid by employer under the provisions of laws commonly known and designated as Social Security Acts or laws.
- B. If the services of the Director, Choreographer and/or Director-Choreographer are not subject to the compulsory provisions of an unemployment compensation (insurance) law of any state, then the dinner theatre hereby agrees to cover the Director/Choreographer and pay contributions on the earnings of the Director/Choreographer under the elective provisions of the unemployment insurance law of the State of New York. If the dinner 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 state of its principal place of business, or of the state of the Director’s/Choreographer’s residence or of the state where the contract of employment was made.

- C. The dinner theatre agrees to execute and file the necessary forms required by state unemployment compensation (insurance) law, under which it elects to cover the Director/Choreographer, and shall notify the Director/Choreographer of its election.
- D. The dinner theatre agrees to furnish its unemployment registration number to the Director/Choreographer and to SDC, if so requested.
- E. It is expressly agreed that non-profit organizations, regardless of their tax-exempt status, will secure unemployment insurance coverage pursuant hereto.

## **32. TERM**

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

## **33. SEPARABILITY**

If any provision of this Agreement is 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.

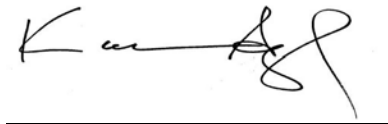
### 34. SUPERSEDING AGREEMENT

This Agreement supersedes and renders null and void all terms and provisions of any other agreement for employment by Directors and Choreographers previously entered into between the dinner theatres and any other union, including, without limitation, agreements between the dinner theatres and Actors' Equity Association.

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

  
MARRIOTT THEATRE IN LINCONSHIRE      1-14-2010  
DATE

  
WESTCHESTER BROADWAY THEATRE      3/1/2010  
DATE

  
\_\_\_\_\_  
KAREN AZENBERG  
SDC EXECUTIVE PRESIDENT

## SCHEDULE A: MINIMUM FEES AND ROYALTIES RATES

January 1, 2010-December 31, 2010

<b>FEE</b>	<b>Mini</b>	<b>Petite</b>	<b>Small</b>	<b>Medium</b>	<b>Large</b>
Director	\$1079	\$1172	\$1269	\$1819	\$2063
Choreographer	1079	1172	1269	1580	1826
Dir-Chor	2002	2185	2368	3403	3870

### **ROYALTY**

Director	\$295	\$305	\$316	\$349	\$389
Choreographer	295	305	316	337	359
Dir-Chor	417	425	433	482	537

January 1, 2011-December 31, 2011

<b>FEE</b>	<b>Mini</b>	<b>Petite</b>	<b>Small</b>	<b>Medium</b>	<b>Large</b>
Director	\$1112	\$1207	\$1307	\$1874	\$2125
Choreographer	1112	1207	1307	1627	1881
Dir-Chor	2062	2250	2439	3505	3986

### **ROYALTY**

Director	\$303	\$314	\$326	\$360	\$401
Choreographer	303	314	326	347	370
Dir-Chor	430	438	446	497	553

January 1, 2012-December 31, 2012

<b>FEE</b>	<b>Mini</b>	<b>Petite</b>	<b>Small</b>	<b>Medium</b>	<b>Large</b>
Director	\$1145	\$1244	\$1346	\$1930	\$2189
Choreographer	1145	1244	1346	1676	1937
Dir-Chor	2124	2318	2512	3610	4105

### **ROYALTY**

Director	\$313	\$323	\$335	\$370	\$413
Choreographer	313	323	335	357	381
Dir-Chor	443	451	459	511	569

January 1, 2013-December 31, 2013

<b>FEE</b>	<b>Mini</b>	<b>Petite</b>	<b>Small</b>	<b>Medium</b>	<b>Large</b>
Director	\$1180	\$1281	\$1387	\$1988	\$2254
Choreographer	1180	1281	1387	1727	1996
Dir-Chor	2188	2387	2588	3719	4229
<b>ROYALTY</b>					
Director	\$322	\$333	\$346	\$382	\$425
Choreographer	322	333	346	368	393
Dir-Chor	456	465	473	527	586

Directors and Choreographers shall receive as fee no less than the above stipulated amounts for the eight (8) days of initial rehearsal or portion thereof. For each day in excess of eight in the initial rehearsal period, one-seventh (1/7th) of the eight-day contractual fees shall be paid. For each day thereafter for re-staging, cast replacement, or otherwise called by the Theatre or producer, one-seventh (1/7th) of the eight-day contractual fee shall be paid.

Director-Choreographers shall receive as fee no less than the above stipulated amounts for the ten (10) days of initial rehearsal or portion thereof. For each day in excess of ten in the initial rehearsal period, one-ninth (1/9th) of the ten-day contractual fees shall be paid. For each day thereafter for re-staging, cast replacement, or otherwise called by the Theatre or producer, one-ninth (1/9th) of the ten-day contractual fee shall be paid.

Directors, Choreographers, and Director-Choreographers shall receive a royalty for each week of performances from the Theatre where performed. Royalty payment shall be pursuant to Article 14 (Payment/ Royalties) and the above stated weekly royalty figures.

## SCHEDULE B: PENSION AND HEALTH CONTRIBUTIONS

- I. The dinner theatre shall pay to the SDC-LEAGUE PENSION FUND an amount equal to eight percent (8%) of all salary and royalty payments paid or payable to the Director, Choreographer, and/or Director-Choreographer.
- II. The dinner theatre shall pay to the SDC-LEAGUE HEALTH FUND the following amounts on behalf of the Director, Choreographer, and Director-Choreographer it employs:

Effective:	<b>Medium/Large Theatres</b>
January 1, 2010	\$900 for each Director, Choreographer, and Dir-Choreographer employed
January 1, 2011	\$925 for each Director, Choreographer, and Dir-Choreographer employed
January 1, 2012	\$950 for each Director, Choreographer, and Dir-Choreographer employed
January 1, 2013	\$1000 for each Director, Choreographer, and Dir-Choreographer employed
	<b>Mini/Small/Petit Theaters</b>
January 1, 2010	\$825 for each Director, Choreographer, and Dir-Choreographer employed
January 1, 2011	\$875 for each Director, Choreographer, and Dir-Choreographer employed
January 1, 2012	\$925 for each Director, Choreographer, and Dir-Choreographer employed
January 1, 2013	\$975 for each Director, Choreographer, and Dir-Choreographer employed

## SCHEDULE C: TRAVEL, TRANSPORTATION AND PER DIEM

- I. Round-trip transportation, baggage allowances, taxi fares shall be furnished and/or paid for by the dinner theatre, in accordance with those in effect for the performers.
- II. In accordance with the foregoing rule, the dinner theatre will also furnish the Director/Choreographer with other than local round-trip transportation for all pre-production conferences, auditions, rehearsals, including brush-up, cast replacements, and re-staging rehearsals.
- III. If the Director/Choreographer elects to use his/her own mode of transportation, he/she shall be reimbursed for his/her expenses up to but not to exceed the cost thereof required under I, above.
- IV. Whenever or wherever the Director's/Choreographer's schedule is different from the performer's, the dinner theatre shall provide separate transportation.
- V. The dinner theatre will provide housing accommodations acceptable to the Director/Choreographer for each day or part thereof that he/she is required to be away from the place of engagement overnight in connection with duties to be performed by such employee hereunder. If such housing accommodations are not available, the dinner theatre shall pay the Director/Choreographer (\$125.00) per day in year one of the Agreement, (\$130) per day in year two of the Agreement, (\$135) per day in year three of the Agreement, and (\$140) per day in year four of the Agreement.

## SCHEDULE D: MEMBER THEATRES REPRESENTED

Marriott Lincolnshire Theatre    862    Large  
Lincolnshire, IL

Westchester Broadway Theatre    400    Small  
Elmsford, NY

# SCHEDULE E: Contract Form



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 Dinner Theatres, dated January 1, 2010 or its successor Agreement, and binds the Theatre/Producer to its terms for the duration of said Agreement.  
 Category: Mini \_\_\_\_\_ Petite \_\_\_\_\_ Small \_\_\_\_\_ Medium \_\_\_\_\_ Large \_\_\_\_\_
- 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. The play shall be performed from \_\_\_\_\_ through \_\_\_\_\_.  
(start date) (end date)  
(start date) (end date)
- If the play is scheduled to be performed at theatre(s) other than originating theatre, provide theatre name(s) and 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 _____ days of rehearsal \$ _____ for _____ days of rehearsal in excess of _____ at \$ _____ per day \$ _____ <b>Total Salary</b>	B. Royalties \$ _____ per performance week, for _____ weeks, beginning week ending _____ through week ending _____
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 Theatre/Producer is authorized to send salary to: \_\_\_\_\_
- Artist authorizes Theatre to deduct two and one-half percent (2 1/2 %) assessment 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):
- 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 in good standing? Yes \_\_\_\_\_ No \_\_\_\_\_

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

rev. 1/1/10

**DINNER THEATRE**