

Outdoor Musical Stock Theatres

and the

*Stage Directors and
Choreographers Society, Inc.*

COLLECTIVE BARGAINING AGREEMENT

February 1, 2010-January 31, 2014

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AGREEMENT made as of February 1, 2010, between the STAGE DIRECTORS AND CHOREOGRAPHERS SOCIETY, INC. ("SDC"), having its principal office at 1501 Broadway, Suite 1701, New York, NY 10036, and the Outdoor Musical Stock Theatres ("OMS" Theatres) c/o Dennis Reagan, The MUNY, Forest Park, St. Louis, MO 63112, hereinafter referred to as the "Theatre."

I. THE PARTIES

- A. SDC is a membership corporation comprising theatre directors and choreographers. ("Director-Choreographer" means one person employed in both capacities hereunder.)
- B. OMS is a multi-employer association of outdoor musical stock theatres operating separately and independently.

II. RECOGNITION

The Theatre recognizes SDC as the exclusive representative of all directors and choreographers employed by the theatre for the purposes of collective bargaining and the administration of matters within the scope of this Agreement. Except as otherwise provided in this Agreement, the Theatre retains the right to manage, control, and direct its theatre and all of its productions.

III. UNION SECURITY

- A. All Directors, Choreographers or Director-Choreographers:
 - a. If members of SDC, shall be in good standing when hired; or
 - b. If not members, shall become members after the 30th day of initial employment;
 - c. If not members during initial employment, shall become members prior to their first rehearsal on their next OMS production.
- B. SDC will admit to membership Directors, Choreographers or Director-Choreographers employed by the Theatre upon:
 - a. Non-discriminatory terms; and
 - b. Reasonable initiation fee.

IV. CONTRACT

Theatres covered by this Agreement employing Directors, Choreographers or Director-Choreographers will use the SDC form employment contract annexed hereto as Schedule G. 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 days (5) after signing, and
- B. The Theatre will keep one copy and file one copy with SDC within five (5) days after signing or prior to first rehearsal, whichever first occurs.
- C. One copy is for the agent or attorney of employee.
- D. 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, that if the contract is not signed and returned to the Theatre within seven (7) consecutive days, the contract is null and void.

V. CONDITIONS OF EMPLOYMENT

- A. Attached hereto and made a part of this Agreement are schedules of minimum wages and royalties and the working conditions for Directors (Schedule A), Choreographers (Schedule B), and Directors-Choreographers (Schedule C), as well as Schedules for pension and health (Schedule D), transportation and per diem (Schedule E), non-rehearsal trips (Schedule F), employment contract (Schedule G), and listing of OMS theatres covered by this Agreement (Schedule H).
- B. The Director, Choreographer or Director-Choreographer may not waive or alter any of the minimum employment terms and conditions in 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 and/or Director-Choreographer.

VI. 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 of SDC. However, if such 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.

VII. 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, slowdown, 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.

VIII. 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 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) 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 a 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 arbitration, which shall be conducted in accordance with the provisions set forth below:
 1. SDC shall act as and be deemed to be the sole and exclusive agent for Directors, Choreographers or Directors-Choreographers 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 herein above provided.

2. Arbitration hereunder shall be conducted by one arbitrator in the City of New York. The parties will have ten days from the notification by one to the other of a demand for arbitration in which to select an arbitrator mutually satisfactory to them and if such arbitrator is not so selected, then either party may submit the dispute to arbitration before the Federal Mediation and Conciliation Service in Washington DC, under its rules governing labor arbitrations.
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.

IX. 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.
- B. All annual increments in salary, royalty, pension and/or health, as provided in the annexed schedules, shall commence as of February 1 of each year.

X. PAYMENT (SALARY)

- A. Salaries shall be paid to Directors, Choreographers or Directors-Choreographers in amounts no less than as provided in Schedules A, B, and C, annexed hereto.
- B. One-third (1/3) of the salary is to be paid to the Director, Choreographer or Director-Choreographer within two weeks of signing the contract; one-third (1/3) is to be paid by the first day of rehearsal; and one-third (1/3) is to be paid prior to the first public performance. If a Director, Choreographer or Director-Choreographer terminates his or her employment or fails to provide the services commensurate with the payment(s) received according to the above schedule, he/she shall be responsible to remit any such excess payment to the Theatre.

- C. The Theatre shall deduct union dues assessments of 2.5% of the salary earned and remit same to SDC no later than fourteen (14) days after the final payment is due, provided that the Director, Choreographer or Director-Choreographer has executed a lawful deduction authorization.
- D. Should a production be postponed, suspended, or abandoned, the Director, Choreographer, or Director-Choreographer shall be entitled to receive his/her salary as it is due, as specified in this Article.

XI. PAYMENT (ROYALTIES)

- A. Royalties shall be paid to Directors, Choreographers or Directors-Choreographers beginning with the first week of performances in amounts no less than as provided in Schedules A, B, and C, annexed hereto.
- B. Royalties provided for are based on up to eight (8) performances 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.
- C. Royalties shall be paid prior to the first day of each week of performances of the production 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 (7) days after the final performance of each production, provided that the Director, Choreographer or Director-Choreographer has executed a lawful deduction authorization.

XII. PAYMENT (PENSION AND HEALTH)

- A. All Pension and Health payments due on behalf of Directors, Choreographers or Directors-Choreographers for the entire contract as provided in Schedule D, annexed hereto, shall be paid to SDC within (7) days of the final performance or date of abandonment of each production.

XIII. SECURITY

- A. Should any Theatre default in payments to or on behalf of a Director, Choreographer, and/or a Director-Choreographer, SDC shall give prompt notice thereof to the Theatre. Should the default not be cured within thirty (30) days of receipt of such notice, the Theatre shall be required to post a security bond for the subsequent production produced by the

defaulting Theatre. Such bond amount shall be a sum of money (or equivalent security satisfactory to SDC) equal to two weekly minimum Director's royalty payments plus two weekly minimum Choreographer's royalty payments. Such bond shall be remitted to SDC no later than two weeks prior to the start of any rehearsal for the subsequent production.

- B. If the default is cured and no further default occurs for twelve (12) months following the posting of bond, the Theatre may apply to SDC to lift the bond requirement, which application shall not be unreasonably denied.

XIV. ADDITIONAL REHEARSALS AFTER OPENING

- A. When a Director, Choreographer or Director-Choreographer is required to conduct rehearsals after the initial rehearsal period for purposes of brush-up, cast replacement of a main performer, re-staging, or other, payment shall be made to the Director, Choreographer or Director-Choreographer of travel expenses, per diem, and additional compensation as provided in the schedules annexed hereto. The travel portion of such expenses shall be paid in advance.
- B. Consultation after Opening: After opening of the production, the work of the Director, Choreographer or Director-Choreographer shall not be changed or deleted by the theatre unless:
 - 1. required by emergency;
 - 2. the physical conditions of the theatre necessitate changes and/or deletions; or
 - 3. where the foregoing conditions do not apply, the director is first consulted with respect to the proposed changes.

Such consultations shall not be required if the Director, Choreographer or Director-Choreographer is not readily available therefor.

XV. TRANSFERS WITHIN OMS

- A. In the event of the transfer of the same physical production requiring the services of a Director, Choreographer or Director-Choreographer, the original Director, Choreographer or Director-Choreographer shall be afforded the first option to perform such services, subject to the following:

1. The Theatre shall notify the Director, Choreographer or Director-Choreographer and the SDC of such option, including the dates on which his/her services shall be required. The Director, Choreographer, or Director-Choreographer shall have seventy-two hours after such notice has been received in which to exercise such option by e-mail or facsimile.
 2. 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. Transfers within OMS
1. The Theatre at which the Director, Choreographer or Director-Choreographer performs such additional rehearsal services shall be responsible for such compensation to or for the benefit of such Director, Choreographer or Director-Choreographer. Such payment shall be due the Director, Choreographer or Director-Choreographer prior to the first performance at the transferee Theatre. In the event that additional rehearsals are ten days or more, a full contract shall be required.
 2. In the event of the transfer of the same physical production, and where work is not required or the original Director, Choreographer, or Director-Choreographer declines to perform work on such transfer, the original Director, Choreographer or Director-Choreographer shall receive a weekly royalty of no less than provided in the schedules annexed hereto. The Theatre at which such transfer is performed shall be responsible for such royalty payments.
 - a. The original Director, Choreographer or Director-Choreographer shall be consulted regarding the casting, understudies, cast replacements and stage manager for the transfer.
 - b. Artistic Consultation for Transfer: In the event of the transfer of the same physical production, and where work is not required on such transfer, but the physical conditions of the Theatre necessitate changes and/or deletions in the original direction and/or choreography, the original Director, Choreographer or Director-Choreographer shall be consulted with respect to the proposed changes whenever possible.

C. Transfers to OMS

1. In the event of the same physical production transferring to an OMS Theatre from a Theatre not covered by this agreement, where the original Director, Choreographer or Director-Choreographer's services are required for no more than three (3) days, he/she shall receive as compensation at least thirty (30%) percent of the minimum OMS fee. If after three days of rehearsal any additional rehearsal is required, the Director, Choreographer, or Director-Choreographer shall be compensated at the daily rate as set forth in Schedules A, B, & C in addition to the transfer fee set forth above in this paragraph. The original Director, Choreographer or Director-Choreographer shall also receive 100% of the OMS royalty, health and pension payments due under this agreement.
2. In the event of a co-production or transfer, where the original Director, Choreographer, or Director-Choreographer declines to conduct rehearsals or rehearsals are not required (i.e. a restage is not required), the Director, Choreographer, or Director-Choreographer shall receive royalties equal to 100% of those set forth in Schedules A, B, & C, 100% of the applicable pension contributions and 50% of the health contribution as set forth in Schedule D.
3. In the event of a co-production or transfer, where the original Director, Choreographer, or Director-Choreographer declines to conduct rehearsals and the person chosen by the theatre to reproduce the work is an SDC member, the original Director, Choreographer, Director-Choreographer shall receive royalties equal to 50% of those set forth in Schedules A, B, & C. The restage shall be contracted on an SDC/OMS contract and shall receive a fee per section C. 1 of this provision, royalties equal to 50% of those set forth in Schedules A, B, & C, and 100% of the applicable Pension and Health contributions.

XVI. MULTI-THEATRE OPERATION

If the producer owns or operates one or more of the theatres in which the production for which the Director, Choreographer or Director-Choreographer is employed is to be performed, then any security given under paragraph 13 above by either the producer or any of the theatres owned or operated by the producer shall be deemed sufficient to cover the producer and such theatres.

XVII. PRIMARY RESPONSIBILITY

- A. If a production originates at an OMS Theatre and transfers to another theatre or venue that is subject to another SDC Minimum Basic Agreement (i.e. Off-Broadway, LORT), the appropriate Agreement shall apply.
- B. If an OMS Theatre produces or co-produces one of its productions at another theatre or venue, and such other theatre(s) or venue(s) is not subject to another SDC Minimum Basic Agreement (i.e. Off-Broadway, LORT), the OMS rates shall apply and the OMS Theatre shall be responsible for all weekly royalty payments, dues assessments, pension payments, and health payments (if applicable) for each theatre or venue in which the production is to be performed. Such theatre(s)/venue(s) and performance dates shall be so noted on the original OMS employment contract or the Theatre shall notify SDC when known.
- C. When a production is originally produced by a party other than a theatre covered by this Agreement, and such production is performed and produced by a Theatre covered by this Agreement, the terms of this Agreement shall prevail. This does not apply to a presented production at an OMS Theatre in which the OMS Theatre is not the Producer.

XVIII. DISMISSAL

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.

XIX. 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, and generally fulfill the artistic, planning, and production contributions commonly within the scope of the respective functions of Director, Choreographer or Director-Choreographer. In addition, the Director, Choreographer or Director-Choreographer will do nothing of such public and scandalous nature as to embarrass or otherwise bring disrepute to the theatre. The producer shall be entitled to the exclusive services of the

Director, Choreographer or Director-Choreographer from the first scheduled rehearsal through opening night.

- B. Consultation Before Opening:
1. Before opening of the production, the director shall be consulted on decisions regarding casting, scenery, lighting and costuming made subsequent to his/her engagement.
 2. Before opening of the production, the Choreographer shall be consulted on decisions regarding casting of dancers (but not to conflict with Director's decision) made subsequent to his/her engagement.
 3. The Choreographer shall have the right to approve the dance captain, if such decision is made after the choreographer has been engaged; such approval not to be unreasonably withheld.
 4. At the time of the signing of the contract, the Choreographer shall advise the Theatre responsible to pay his/her salary with respect to music and/or floor-space necessary to design the choreography prior to rehearsals. If the Theatre and Choreographer agree at such time upon such needs and the expenses to be incurred therefor and the same are set forth in the individual contract of employment, the Choreographer shall be reimbursed by the theatre for so much of such expenses actually advanced by the Choreographer.
 5. The Director shall have the right to approve the advance stage manager, unless he/she is hired prior to the Director's employment; such approval not to be unreasonably withheld.
 6. The Director, Choreographer or Director-Choreographer shall be invited to all auditions and casting conferences which may be held at the place of engagement subsequent to his/her date of employment.

XX. BILLING

- A. The Director will receive billing in type size no less than 33 1/3% of the type size used for the title of the play. Billing of the Director will appear on all programs and whenever and wherever a member of the cast who is not in a star category is billed. Such billing shall appear on a separate line.
- B. The Choreographer will receive billing in type size no less than 25% of the type size used for the title of the play. Billing of the Choreographer will

appear on all programs and whenever and wherever the Director is billed. Such billing shall appear on a separate line

- C. Breach of Billing: Wherever billing has been negotiated as a rider to a contract, or as provided in this Agreement, failure to provide such billing shall be corrected within forty-eight (48) hours upon written notification thereof to the theatre or its duly authorized representative and with a copy to SDC. Failure to correct such error within the stipulated time shall require the payment of a sum equal to 1/9 of the Director, Choreographer or Director-Choreographer's contractual salary for each week or part thereof that the break continues.

XXI. BIOGRAPHICAL NOTES

If biographical notes are included in the program for any member of the cast, such notes shall also 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 doing so, he/she shall indicate the preferred cuts, should space demand editing. However, if the Director, Choreographer or Director-Choreographer does not submit pictures and preferred biographical cuts at the time of signing and returning the signed contract to the Manager, the Theatre shall not be accountable for omitting same. The final biographical notes shall be submitted to the Director, Choreographer, or Director-Choreographer for approval, which approval shall be given within two (2) days of its receipt by the Director, Choreographer or Director-Choreographer. If such approval is not given within the two days, the Theatre shall print such biographical notes as submitted to the Director, Choreographer or Director-Choreographer.

XXII. SEATS

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

XXIII. ELECTRONIC RIGHTS

- A. Theatre shall not film, televise, or otherwise reproduce complete or partial performances 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

5% 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 1/9 of his/her contractual salary for each day or part thereof his/her presence is required.
- C. If a production 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 Theatre shall provide, free of charge, the Director, Choreographer or Director-Choreographer with a copy of the production script and a videotape of the production, if one is made, at the completion of the run of the play, the latter subject to the approval of AEA.
- E. The foregoing Sections A, C and D 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 three (3) minutes, or if more than one portion of the productions 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.
- F. The Director, Choreographer, Director-Choreographer shall receive billing on the Theatre's website show page, and anywhere billing is given to any other member of the creative team with the exception of the author(s). 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.
- G. Understanding that unauthorized duplication of OMS productions is an issue for producers and artists alike, the parties of this agreement agree to the following statement:

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

XXIV. 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, then 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 New York State Unemployment law, then it will elect to come under the unemployment compensation (insurance) law of the state 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 their tax-exempt status, will secure unemployment insurance coverage pursuant hereto.

XXV. PAYMENT (OUT-OF-POCKET EXPENSES)

All out-of-pocket expenses related to the production, approved by the Theatre, shall be reimbursed within seven days of receipt of the written request from the Director, Choreographer or Director-Choreographer.

XXVI. TERM

This Agreement shall be effective as of February 1, 2010, and remain in effect until January 31, 2014, when it shall terminate.

XXVII. 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.

XXVIII. 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 Theatre and any other union, including without limitation agreements between the Theatre and Actors' Equity Association.

XXIX. 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 the Director, Choreographer or Director-Choreographer; it being understood, however, that the 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, Choreographer or Director-Choreographer receives a royalty under an applicable SDC minimum basic agreement. Any additional use or license of the direction and/or choreography by the Theatre shall be subject to further agreement between the Theatre and the Director, Choreographer or Director-Choreographer.
- B. The Theatre shall not authorize the publication in any form of the Director, Choreographer or Director-Choreographer's stage directions and/or choreography without the Director, Choreographer or Director-Choreographer's prior written consent. The Director, Choreographer or Director-Choreographer reserves the right to copyright such stage directions and/or choreography.
- C. The Theatre shall provide, free of charge, the Director, Choreographer or Director-Choreographer with a copy of the production script, and a videotape of the production, if one is made, at the completion of the run of the play, the latter subject to the approval of Actors' Equity Association.

XXX. SDC LOGO

The theatre agrees to display the SDC Logo in a conspicuous place in the program along with the following credit: "The Director (or Choreographer, or Director-Choreographer) is a member of The Stage Directors and Choreographers Society, Inc., a national theatrical labor union." (Photo-ready copy will be provided by SDC).

XXXI. OMS TOURS

All productions touring outside OMS signatory theatres and covered under this Agreement shall be subject to the provisions of this Article, except as otherwise indicated. A tour shall be defined as any production produced by an OMS Theatre, which performs longer than five (5) weeks in at least two theatres.

- A. Fees shall be paid to the Director, Choreographer, and Director-Choreographer at the applicable OMS rates as stated in Schedules A, B, and C, annexed hereto. Such payments shall be pursuant to ARTICLE X (Salary).
 - 1. If a tour that had been discontinued or suspended is scheduled to resume performances and requires the services of a Director, Choreographer, or Director-Choreographer, the original Director, Choreographer, or Director-Choreographer shall be afforded the first option to perform such services, subject to the following:
 - a. The Theatre shall notify the Director, Choreographer or Director-Choreographer and the SDC of such option, including the dates on which his/her services shall be required. The Director, Choreographer, or Director-Choreographer shall have three business days after such notice has been received in which to exercise such option.
 - b. If notice that such right has been exercised has not been actually received by the Theatre within three business days, the Director, Choreographer or Director-Choreographer having such right, as the case may be, shall be deemed to have waived such right.
 - c. If a Director, Choreographer, or Director-Choreographer is required to participate in rehearsals, he/she shall be compensated at the "daily rate" of one-ninth (1/9) of the contractual salary as specified in Schedules A, B, and C. In the event that additional

rehearsals require ten (10) days or more, it will be considered a new production and a full contract shall be required.

- d. The original Director, Choreographer, or Director-Choreographer shall in all events receive a weekly royalty of no less than the applicable royalty amounts specified in this Agreement.
 - e. In all events the original Director, Choreographer, or Director-Choreographer shall be consulted regarding the casting, understudies, cast replacements, and stage manager for the continuation of a tour.
- 2) The Theatre shall deduct union dues assessments of 2.5% of all compensation paid to the Director, Choreographer, and Director-Choreographer and remit same to SDC no later than fourteen (14) days after the payments are due to the Director, Choreographer, and Director-Choreographer.
- B. Royalties shall be paid to the Director, Choreographer, and Director-Choreographer at the applicable OMS rates set forth in Schedules A, B, and C, annexed hereto. Such payments shall be pursuant to ARTICLE XI (Royalties). Commencing with the 16th week of a tour, the weekly guarantee royalty payment shall be equal to 150% of the applicable royalty amounts as stated in Schedules A, B, and C:

Director	Effective 2/1/10	\$1560
	Effective 2/1/11	\$1590
	Effective 2/1/12	\$1622
	Effective 2/1/13	\$1670
Chor.	Effective 2/1/10	\$1401
	Effective 2/1/11	\$1430
	Effective 2/1/12	\$1457
	Effective 2/1/13	\$1502
Dir-Chor.	Effective 2/1/10	\$2961
	Effective 2/1/11	\$3020
	Effective 2/1/12	\$3081
	Effective 2/1/13	\$3173

C. Pension contributions for OMS tours

- a. The Theatre shall pay to the SDC-League Pension Fund an initial Pension contribution of \$2,000 on behalf of each Director and Choreographer and \$4,000 for each Director-Choreographer. Such pension payment shall be due to the SDC-League Pension Fund no later than the first performance.
- b. Beginning with the 16th performance week of a tour, the Theatre shall contribute weekly to the SDC-League Pension Fund the following amounts for each Director and Choreographer employed on a tour:
2010 \$110
2011 \$115
2012 \$120
2013 \$125

Beginning with the 16th performance week of a tour, the Theatre shall contribute weekly to the SDC-League Pension Fund the following amounts for each Director -Choreographer employed on a tour:

2010 \$220
2011 \$230
2012 \$240
2013 \$250

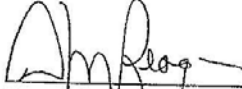
Such weekly pension payments shall be due no later than one week after each playing week.

D. Health contributions for OMS tours

- a. The Theatre shall pay to the SDC-League Health Fund an initial Health contribution of \$1,100 on behalf of each Director, Choreographer, and Director-Choreographer employed. Such health payment shall be due to the SDC-League Health Fund no later than the first performance.
- b. Beginning with the 16th performance week of a tour, the Theatre shall contribute weekly to the SDC-League Health Fund the following amounts for each Director, Choreographer, and Director-Choreographer employed on a tour:
2010 \$110
2011 \$115
2012 \$120
2013 \$125

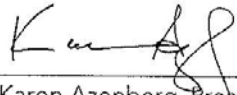
Such weekly health payments shall be due no later than one week after each playing week.

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



Dennis Reagan, President and CEO

5/24/10
Date



Karen Azenberg, President SDC

5/24/2010
Date

SCHEDULE A DIRECTOR MINIMUM FEES AND ROYALTIES

(Directors)

I. Salaries:

Directors shall receive as salaries no less than the following:

A. For up to ten days of initial rehearsal or portion thereof:

Effective 2/1/10	\$5337
Effective 2/1/11	\$5444
Effective 2/1/12	\$5553
Effective 2/1/13	\$5719

B. For each day in excess of ten in the initial rehearsal period and for each day of rehearsal thereafter for restaging, cast replacement, or otherwise called by the Theatre or producer: one ninth (1/9) of the contractual salary.

C. For each day of rehearsal, if any, prior to the "initial rehearsal period": one-ninth (1/9) of the contractual salary. Such rehearsal days, if known, shall be specified on the individual contract form at the time of signing, if possible. If such rehearsal days are scheduled after the time of signing, the Theatre shall submit to SDC a contract addendum stating such dates and that compensation will be paid/ has been paid to the Director. The Theatre shall be responsible for pension payment on behalf of the Director for such compensation.

II. Royalties

Directors shall receive a royalty for each week of performance, or part thereof, from the theatre where performed in the following amounts:

Effective 2/1/10	\$1040
Effective 2/1/11	\$1060
Effective 2/1/12	\$1081
Effective 2/1/13	\$1113

SCHEDULE B CHOREOGRAPHER MINIMUM FEES AND ROYALTIES

(Choreographers)

I. **Salaries:**

Choreographers shall receive as salaries no less than the following:

- A. For up to ten days of initial rehearsal or portion thereof:

Effective 2/1/10	\$4532
Effective 2/1/11	\$4623
Effective 2/1/12	\$4715
Effective 2/1/13	\$4857

- B. For each day in excess of ten in the initial rehearsal period and for each day of rehearsal thereafter for restaging, cast replacement, or otherwise called by the theatre or producer: one ninth (1/9) of the contractual salary.

- C. Upon the mutual agreement of the Theatre and the Choreographer, the Theatre will hire an assistant for the Choreographer to assist him/her in rehearsals.

- D. For each day of rehearsal, if any, prior to the "initial rehearsal period": one-ninth (1/9) of the contractual salary. Such rehearsal days, if known, shall be specified on the individual contract form at the time of signing, if possible. If such rehearsal days are scheduled after the time of signing, the Theatre shall submit to SDC a contract addendum stating such dates and that compensation will be paid/ has been paid to the Choreographer. The Theatre shall be responsible for pension payment on behalf of the Choreographer for such compensation.

II. **Royalties**

Choreographers shall receive a royalty for each week of performance, or part thereof, from the theatre where performed in the following amounts:

Effective 2/1/10	\$934
Effective 2/1/11	\$953
Effective 2/1/12	\$971
Effective 2/1/13	\$1001

SCHEDULE C DIRECTOR-CHOREOGRAPHER MINIMUM FEES AND ROYALTIES

(Directors-Choreographers)

I. Salaries:

Director-Choreographers shall receive as salary no less than the following:

- A. For up to ten days of initial rehearsal or portion thereof:

Effective 2/1/10	\$9869
Effective 2/1/11	\$10066
Effective 2/1/12	\$10268
Effective 2/1/13	\$10576

- B. For each day in excess of ten in the initial rehearsal period and for each day of rehearsal thereafter for restaging, cast replacement, or otherwise called by the theatre or producer: one ninth (1/9) of the contractual salary.

- C. The Theatre will hire an assistant for the Director-Choreographer to assist him/her during the initial rehearsal period. Such assistant shall have the approval of the Director-Choreographer, not to be unreasonably withheld.

- D. For each day of rehearsal, if any, prior to the "initial rehearsal period": one-ninth (1/9) of the contractual salary. Such rehearsal days, if known, shall be specified on the individual contract form at the time of signing, if possible. If such rehearsal days are scheduled after the time of signing, the Theatre shall submit to SDC a contract addendum stating such dates and that compensation will be paid/ has been paid to the Director-Choreographer. The Theatre shall be responsible for pension payment on behalf of the Director-Choreographer for such compensation.

II. Royalties

Director-Choreographers shall receive a royalty for each week of performance, or part thereof, from the theatre where performed in the following amounts:

Effective 2/1/10	\$1974
Effective 2/1/11	\$2013
Effective 2/1/12	\$2054
Effective 2/1/13	\$2115

SCHEDULE D PENSION AND HEALTH

Pension

No later than seven days after the final performance of each production, the Theatre shall pay to the SDC-League Pension Fund an amount equal to eight percent (8%) of all salary and royalty 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 SDC-League Health Fund the following amount on behalf of each Director, Choreographer or Director-Choreographer it employs;

Effective February 1, 2010	\$800
Effective February 1, 2011	\$850
Effective February 1, 2012	\$900
Effective February 1, 2013	\$950

SCHEDULE E TRANSPORTATION AND PER DIEM

Transportation and Per Diem:

- A. Round-trip transportation (no less than regularly scheduled economy class), baggage, taxi fares shall be furnished and/or paid for by the Theatre, in accordance with those in effect for the performers.
- B. In accordance with the foregoing rule, the Theatre will also furnish the Director, Choreographer or Director-Choreographer with other than local round-trip transportation for all pre-production conferences, auditions, rehearsals, including brush-up, cast replacement, and restaging rehearsals.
- C. If the Director, Choreographer or Director-Choreographer elects to use his or her own mode of transportation, she or he shall be reimbursed for expenses up to but not to exceed the cost thereof required under A, above.
- D. If housing accommodations located for the Director, Choreographer or Director-Choreographer by the Theatre are more than 1/2 mile from the place of rehearsal and/or theatre, or if the Director, Choreographer or Director-Choreographer must travel more than 1/2 mile from such housing accommodations for food, laundry, or other living necessities, the Theatre shall provide transportation for the Director, Choreographer or Director-Choreographer therefor (other than scheduled public bus or similar public transportation), except that if the director/ choreographer uses his own vehicle, the Theatre shall not be required to reimburse him for the expense of such local use.
- E. The Theatre will pay the Director, Choreographer or Director-Choreographer no less than \$135.00 per day for the first year of this Agreement, \$140.00 per day for the second and third years of this Agreement, \$145 per day for the fourth year of this Agreement for expenses for each day, or part thereof, that he/she is required to be away from the place of engagement overnight in connection with the duties to be performed by such employee. In lieu of the above per diem payment, the Theatre may provide the Director, Choreographer or Director-Choreographer with a complimentary apartment or hotel suite with kitchen facilities plus \$70 per day for the first year of this Agreement and \$75 per day for the second and third years of this Agreement, and \$80 per day for the fourth year of this Agreement.
- F. The foregoing provisions shall apply to trips outside the contractual rehearsal period pursuant to Schedule F.

SCHEDULE F NON REHEARSAL TRIPS AND CASTING

For any trip made by the Director, Choreographer or Director-Choreographer at the request of the Theatre outside the contractual rehearsal period which takes the Director, Choreographer or Director-Choreographer away from the place of original engagement, the purpose of which is other than for rehearsal; or for any casting session at which the Director, Choreographer or Director-Choreographer's presence is requested by the Theatre at the original place of engagement; the theatre will pay the Director, Choreographer or Director-Choreographer a fee of 1/9 of the contractual salary (for the last ten days of rehearsal) per day, which sum shall be in lieu of all other payments (including, without limitation, salary, pension, health, royalty, or other obligation as otherwise provided herein) but not in lieu of transportation and per diem, as herein above provided in Schedule E. Travel expenses, where applicable, shall be paid in advance.

SCHEDULE G SDC/OMS 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:

1. This contract is subject to all terms and conditions of the Collective Bargaining Agreement between SDC and Outdoor Musical Stock Theatres (OMS), dated February 1, 2010 (the "CBA"), and binds the Theatre/Producer to its terms for its duration.
2. Theatre agrees to engage the services of (Artist) _____ as (Director) (Choreographer) (Director-Choreographer) and Artist accepts such engagement with respect to the play entitled: _____
 Artist's services shall be rendered during rehearsals of the play from _____ through _____ for a total of _____ rehearsal days.
(starting date) (opening performance)
3. The play is scheduled to be performed at the following theatres on the following dates (attach Rider if more space is needed):
4. In consideration of full and timely performance by Artist hereunder, Theatre/Producer agrees to pay Artist the following:

A. Salary	B. Royalties
\$ _____ for up to ten days of rehearsal	\$ _____ per performance week, for _____ weeks,
\$ _____ for _____ days of rehearsal	beginning week ending _____ through week
in excess of ten at \$ _____ per day	ending _____.
\$ _____ Total Salary	

 Theatre/Producer is authorized to send salary and royalty to:

5. Artist authorizes Theatre to deduct two and one half percent (2.5%) assessments from all monies earned under this Agreement, and the Theatre shall remit same to SDC as specified in the CBA indicated above.
6. Theatre/Producer shall make pension and health contributions to the SDC-League Pension Fund and the SDC-League Health Fund as specified in the CBA indicated above.
7. Riders (attach to each copy as needed):
8. Any dispute arising out of this Agreement shall be settled by arbitration pursuant to the CBA indicated above.

DIRECTOR/CHOREOGRAPHER
 (Signature) _____
 (Please type 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 type name) _____
 Date _____
 Address _____
 _____ Zip _____
 Phone _____
 Email Address _____
 Employer Federal I.D. No. _____

Revised 2/1/10



SCHEDULE H OMS THEATRES

OMS Member Theatres represented:

Municipal Theatre Association of St. Louis (MUNY)

Starlight Theatre Association of Kansas City

Theatre of the Stars, Atlanta

Dallas Summer Musicals