

New England Area Theatres  
and  
Stage Directors and  
Choreographers Society, Inc.

**COLLECTIVE BARGAINING AGREEMENT**

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**September 1, 2017–August 31, 2019**

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THIS AGREEMENT, made and entered into as of September 1, 2017, by and between the **PRODUCERS ASSOCIATION of NEW ENGLAND AREA THEATRES**, herein called "**NEAT**", c/o Lyric Theatre Company, 140 Clarendon Street, Boston MA 02116, and the **STAGE DIRECTORS AND CHOREOGRAPHERS SOCIETY, INC.**, herein called "**SDC**", having its principal office at 321 West 44<sup>th</sup> Street, New York, NY 10036.

IT IS MUTUALLY AGREED AS FOLLOWS:

## **I. PARTIES**

- A. NEAT is an incorporated association comprised of a membership of non-profit theatre companies, operating separately and independently within the greater Boston area.
- B. SDC is a labor union comprised of persons active in the profession of directing and/or choreographing theatrical productions, authorized by its certificate of incorporation and applicable statutes to engage in collective bargaining.

## **II. RECOGNITION**

NEAT and the Theatres which are members of NEAT ("Theatres") recognize 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, as herein provided. All references to Choreographers shall include Fight Choreographers.

### III. UNION SECURITY

- A. The Theatre shall file an SDC Contract for each SDC Member hired as a Director and/or Choreographer. In any event, however, each Theatre shall file at least the below listed number of SDC Contracts per season. Where Tier A and Tier B theatres produce fewer than four (4) productions per season, they shall not be required to file SDC Contracts for more than 50% of their season.

	<b>2017/18</b>	<b>2018/19</b>	<b>2019/20</b>
Tier A:	0	0	1
Tier B:	1	1	2
Tier C:	1	1	2

- B. The Theatre shall deduct dues assessments of two and one-half percent (2.5%) of the member's compensation and submit the amount to SDC no later than ten (10) days after compensation is due the member, provided that the Director and/or Choreographer has executed a lawful deduction authorization.

### IV. THEATRE CATEGORIES

- A. Theatres shall be designated within categories identified as Category 4-5, 6-8 according to Schedule "A," attached hereto.
- B. The designation of tiers "1", "2", and "3" as set forth in Schedule "A" under this Agreement shall be identical to the designations specified in the Agreement and Rules Governing Employment in Theatres between Actors' Equity Association and herein called ("AEA"), and NEAT. If NEAT and AEA negotiate a new tier, SDC shall have the right, during the term of this Agreement, to negotiate a minimum fee and rehearsal period for the new category.

## **V. THEATRE QUALIFICATIONS**

- A. The Theatres listed in the annexed Schedule "A" are members of NEAT, and acknowledge their consent to be bound by this Agreement. NEAT shall notify SDC in writing of any changes in NEAT membership and/or the category of any Theatre as soon as possible.
- B. For any production originating under this Agreement, which is subsequently covered under another AEA collective bargaining agreement other than the AEA-NEAT Agreement produced or co-produced by the NEAT Theatre, the Theatre shall immediately execute the corresponding SDC Contract or cause the co-producer of such subsequent production to do so.

## **VI. GENERAL PROVISIONS**

Employment by NEAT Theatres of covered Directors and/or Choreographers shall be subject to the following provisions:

- A. The applicable provisions of this Agreement, and Schedules "A" and "B" attached hereto, shall be deemed incorporated into the individual Contracts of employment between the Theatre and the Director and/or Choreographer.
- B. With respect to the individual Contracts between the Theatre and the SDC Director and/or Choreographer, the Theatre shall use the SDC standard individual form of employment Contract (hereinafter called "Contract").
  - 1. The Director and/or Choreographer will keep one (1) copy of the Contract and any riders, and file one (1) copy of the Contract and any riders with SDC within five (5) business days after signing;
  - 2. The Theatre will keep one (1) copy of the Contract and any riders, and file one (1) copy of the Contract and any riders with SDC within five (5) business days after signing or prior to the first rehearsal, whichever first occurs; and

3. The fifth copy of the Contract and any riders may be retained by the Director's and/or Choreographer's representatives.
- C. If the Contract is not signed concurrently by the Theatre and the Director and/or Choreographer, the Theatre shall sign first. In such event, the Theatre may send the Contract to the Director and/or Choreographer, or his/her designated representative, via email, and require the Contract to be signed and returned to the Theatre within a specified period (but not less than 5 business days after receipt of such notice). Failure to comply may render the Contract null and void.
- D. A Director and/or Choreographer may not waive or alter any of the minimum employment terms and conditions of this Agreement without the written approval of SDC, except that nothing in this Agreement shall prevent him/her from negotiating with and obtaining from the Theatre any better employment terms and conditions than herein provided, without limitation.
- E. Directors and Choreographers shall be reimbursed for all out-of-pocket expenses authorized or pre-approved by the Theatre's management and agreed to in the rider to the Contract in connection with the engagement (e.g., long-distance telephone, FAX and copying charges, approved conference and meeting expenses connected with the production, 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 and/or Choreographer's written request thereof.
- F. No SDC Director or Choreographer employed under this Agreement may be dismissed, except for just cause, without the full payment of all compensation due him/her under the Contract, as same accrues.

## VII. FEES

A. The minimum fees for covered Directors and Choreographers shall be no less than the amounts applicable to each Theatre, as specified below.

Directors shall receive the following, effective September 1 of each year:

	<b>2017</b>	<b>2018</b>	<b>2019</b>
<b>Categories 4-5:</b>	\$2,300	\$2,369	\$2,440
<b>Categories 4-5:</b> (Protected)	\$2,000	\$2,060	\$2,122
<b>Categories 6-8:</b>	\$2,800	\$2,884	\$2,971

Choreographers shall receive the following, effective September 1 of each year:

	<b>2017</b>	<b>2018</b>	<b>2019</b>
<b>Categories 4-5:</b>	\$1,725	\$1,777	\$1,830
<b>Categories 4-5:</b> (Protected)	\$1,500	\$1,545	\$1,591
<b>Categories 6-8:</b>	\$2,100	\$2,163	\$2,228

Director/Choreographer shall receive the following, effective September 1 of each year:

	<b>2017</b>	<b>2018</b>	<b>2019</b>
<b>Categories 4-5:</b>	\$3,795	\$3,909	\$4,148
<b>Categories 4-5:</b> (Protected)	\$3,300	\$3,399	\$3,607
<b>Categories 6-8:</b>	\$4,620	\$4,759	\$5,051

B. One-third (1/3) of the fee is to be paid to the Director and/or Choreographer on signing of the Contract; one third (1/3) of the fee is to be paid on the first day of rehearsal; and one-third (1/3) is to be paid on the first paid public performance. All installments are non-returnable.

- C. If a production is postponed, suspended or abandoned, the Director and/or Choreographer shall be compensated in accordance with the payment accrual provisions of Article VII, Paragraph A.

## **VIII. STAGED READINGS**

SDC agrees to permit the use of the following Staged Reading Code at NEAT Theatres using this Agreement:

- A. SDC Directors and Choreographers may volunteer with no compensation for a staged reading provided rehearsal is limited to a maximum of 15 hours (20 hours for musicals) for rehearsal and actual Reading.
- B. If the total hours for the rehearsals and Readings extend beyond 15 hours (20 hours for musicals), but no more than 29 hours, then each SDC Director or Choreographer is to receive a stipend of \$100.00 in addition to basic transportation reimbursement. For this reading, the Theatre may solicit donations.
- C. The Reading may be presented for invited audiences only. "Invitations" include, but are not limited to, announcements from the stage, printed invitations and telephone invitations.
- D. Directors and/or Choreographers understand that Actors work with book in hand, no memorization and only minimum staging or choreography is permitted.
- E. The Theatre agrees actively to solicit ethnic minorities and women and performers with disabilities (consistent with the Americans with Disabilities Act) for the current Reading and all future Readings.
- F. The Theatre must agree to provide SDC with a printed list of all SDC members participating in the Reading, and include locations, times and dates.
- G. The identities of SDC Directors and/or Choreographers participating in the Staged Reading must be announced to the audience. A list of Directors and/or Choreographers must be provided to the audience, an asterisk shall be placed after each SDC Director or Choreographer's name with a notation below: "The Director or Choreographer is appearing courtesy of SDC, the Union of Professional Directors and Choreographers."

## **IX. SHORT TERM CHOREOGRAPHY**

- A. Employers may employ a Choreographer or Fight Choreographer for a production for nine (9) days or fewer (which need not be consecutive). The minimum fee for each day or part thereof shall be 10% of the applicable fee for a Choreographer set forth in Article VII. Pension contribution shall be 8% of the fee paid, and a health contribution shall be paid at 50% of the applicable rate set forth in Article X (B).
- B. For services required for ten (10) days or more, a full Choreographer Contract shall be filed at the applicable rates.

## **X. MULTIPLE ASSIGNMENTS**

A covered Director and/or Choreographer employed by the Theatre in another capacity for a production may also be engaged to direct and/or choreograph said production, provided said individual shall receive an amount no less than the minimum Director's and/or Choreographer's fee, as specified in Article VII, Section A, above.

## **XI. PENSION AND HEALTH**

### **A. Pension**

The Theatre shall contribute 8% of the fee and royalties to the SDC/League Pension Fund (the "Pension Fund") on behalf of the Director and Choreographer covered hereunder.

### **B. Health**

The Theatre shall contribute to the SDC/League Health Fund on behalf of the Director and/or Choreographer covered hereunder under an SDC-NEAT Contract the following:

	<b>9/1/2017</b>	<b>9/1/2018</b>	<b>9/1/2019</b>
<b>Categories 4-5:</b>	\$500	\$525	\$550
<b>Categories 6-8:</b>	\$600	\$625	\$650

- C. All payments shall be due no later than fourteen (14) days after the first paid public performance.
- D. Notwithstanding the above, in the event that a Theatre's staff Member is covered by the Theatre's pension or health plan, the Theatre shall be relieved of its obligation to make contributions to the SDC-League Pension and/or Health Fund, except that if the individual is covered by the Theatre's pension plan but is not vested in such plan.

## **XII. ROYALTIES**

- A. A Royalty will be paid for additional performances that are scheduled after opening or otherwise added to a scheduled run.

**Categories 4-5:** \$200 per week (proratable based on 7 perf/week)

**Categories 6-8:** \$300 per week (proratable based on 7 perf/week)

Director/Choreographer shall receive no less than 175% of the above listed royalties.

- B. Notice of any added performances must be given to SDC at the same time as notice is given to AEA.

## **XIII. ARTISTIC APPROVAL**

- A. The covered Director shall have approval, not to be unreasonably withheld, of the cast, understudies, replacements, Choreographer, and designers for the production.
- B. The covered Choreographer shall have approval, not to be unreasonably withheld, of the dancers, dancing understudies and replacements, the dance captain, stage surfaces intended for dancing, and costumes for dancers.

- C. The Theatre agrees to inform the covered Director and/or Choreographer of any artistic commitments made by the Theatre at the time the Director and/or Choreographer is offered employment.
- D. The Theatre is entitled to a response to its written request for an artistic approval from the Director and/or Choreographer, or his/her designated representative, within forty-eight (48) hours of receipt of such written request.

#### **XIV. HOUSING AND TRANSPORTATION**

- A. If a Director and/or Choreographer does not maintain a residence within a fifty-mile radius of the Theatre, the Theatre shall provide at its expense tourist-class transportation, consisting of at least one (1) round-trip ticket for auditions and one (1) round-trip ticket for the employment period, and mutually acceptable housing accommodations for each day or part thereof, or where overnight accommodations are required, or the Director and/or Choreographer is required by the Theatre to be in residence.
- B. If the Director and/or Choreographer is required by the Theatre to attend an audition where overnight accommodations are required, the Theatre shall provide mutually acceptable housing accommodations.
- C. All reimbursable expenses shall be paid directly to Director and/or Choreographer.

#### **XV. RIGHT OF FIRST REFUSAL**

- A. The Director and/or Choreographer shall have the option to direct and/or choreograph all productions in the United States and Canada, produced, co-produced, leased or licensed by the original Theatre. In each instance, the Producer shall be required to offer the Director and/or Choreographer first refusal to serve as Director and/or Choreographer.

## **XVI. PROPERTY RIGHTS**

- A. All rights in and to the direction and/or choreography conceived by a covered 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 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 proper payment under the applicable SDC minimum basic agreement as determined by SDC. It is further understood that the rights to use and license the Director's and/or Choreographer's property are limited to the original employing Theatre, or its assigns, under this 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 and/or Choreographer.
- B. The Theatre shall not authorize the publication in any form of the covered Director's and/or Choreographer's stage directions and/or choreography without the Director's and/or Choreographer's prior written consent. The Director and/or Choreographer reserves the right to copyright such stage direction and/or choreography.
- C. The Theatre shall provide to the covered Director and/or Choreographer, without charge, a copy of the production script and access to view an archival capture of the production, if one is made and produced by the Theatre, at the completion of the run of the play.
- D. If the Theatre enters into an agreement with any co-producer, leasee or licensee, the Theatre shall notify the co-producer, leasee or licensee that the Theatre is a party to an agreement to produce a play with the Director and/or Choreographer hereunder, and that the Director and/or Choreographer retains Property Rights under Article XV of this Agreement. Such notification shall be in writing, and a copy, countersigned by co-producer, leasee or licensee acknowledging notification, shall be attached as a Rider to

the Theatre's individual agreement with the Director and/or Choreographer upon the execution of the agreement with the co-producer, leasee or licensee.

## **XVII. ELECTRONIC RIGHTS, TRANSMISSION & REPRODUCTION**

- A. Employer shall not film, televise, or otherwise reproduce any part of its production of the play, or authorize or permit others to do so, without a separate written agreement with the Artist and SDC.
  
- B. The foregoing 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 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.

## **XVIII. BILLING**

- A. The Theatre shall provide to each covered Director and/or Choreographer, billing in all programs, houseboards, on the theater's website and in ads and flyers where the author's name also appears. Such billing shall appear on a separate line in an agreed size, type, and position on which no other credit shall appear. This provision shall not apply to the ABC's or to the Congratulatory ads.
  
- B. If a covered Director and/or Choreographer who has been dismissed so requests of the Theatre in writing, his/her name shall be removed from all forms of billing as soon as possible. A Director and/or Choreographer who may leave a production by mutual agreement with the Theatre may request that his/her name be removed from all playbills, programs and/or advertising, and the Theatre shall comply with such request as soon as is reasonably practical.

## **XIX. BIOGRAPHICAL NOTES**

The Theatre shall include biographical notes on the covered Director and/or Choreographer in its program. The Director and/or Choreographer shall submit to the Theatre all biographical material and photographs for programs at the time of the execution of the Contract. The final biographical notes shall be submitted to the Director and/or Choreographer for approval. Such approval shall be given within two (2) rehearsal days of its receipt by the Director and/or Choreographer.

## **XX. NOTICE OF SDC MEMBERSHIP**

The following notice with SDC logo shall appear in all programs for productions on which a covered Director and/or Choreographer is employed: "The Director and/or Choreographer is a member of the Stage Directors and Choreographers Society, a national theatrical labor union." SDC shall provide camera-ready copy.

## **XXI. LIAISON COMMITTEE**

In the interest of maintaining a positive environment for the theatrical collaborative process, SDC and NEAT shall from time to time convene a Liaison Committee, composed of an equal number of representatives appointed from SDC and NEAT, to review practical applications of this Agreement, to entertain concession requests, or to address any problems which may arise under this Agreement. A request by either SDC or NEAT from one to the other for a meeting of the Liaison Committee will be honored within ten (10) days.

## **XXII. ARBITRATION AND GRIEVANCE PROCEDURE**

- A. If any grievance or dispute concerning the interpretation or application of this Agreement or an individual Contract, oral or written, arises between SDC and a Theatre or NEAT, the parties agree that a prompt attempt will be made to settle the matter amicably.
- B. If the grievance or 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 three (3) representatives of NEAT. In rendering decisions, SDC representatives and the group of NEAT representatives 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. Unresolved grievances or disputes concerning the interpretation or application of the provisions of this Agreement or an individual Contract, oral or written, shall be determined in the following manner:
  - 1. After notice in writing to the other party, either party may commence arbitration proceedings in the city of New York under the Labor Arbitration Rules then in effect of the Labor Arbitration rules. The parties shall have one week after notice is received to select an arbitrator. If they are unable to agree within one week, either party may commence arbitration proceedings utilizing the procedures then in effect of the American Arbitration Association.
  - 2. Arbitration shall be the sole and exclusive remedy for grievances or disputes which arise under this Agreement or under any contract, oral or written. The arbitrator shall have the authority to award interest as he/she shall deem just and proper.
  - 3. Each party shall pay its own expenses of arbitration, but the arbitrator's fees and expenses, if any, and any other costs of arbitration shall be paid equally by the parties.

### **XXIII. MANAGEMENT'S RIGHTS**

The parties agree that they have fully negotiated all the issues between them and that, except as provided herein, the Theatre retains all of its prerogatives to manage, control and direct its Theatre and all of its productions without any interference by SDC; and SDC agrees and undertakes, during the term of this Agreement, to refrain from in any way seeking to add any further provisions hereto or make any demands for any terms or conditions relating to Directors and/or Choreographers who may be employed by NEAT Theatres, other than as herein set forth.

### **XXIV. SECURITY DEPOSIT**

If any Theatre defaults in payments to or on behalf of Director or Choreographer, SDC shall give prompt notice thereof to the Theatre. If the default is not cured within ten (10) days of notification, the Theatre will be required to post a security deposit (equal to the minimum Director's fee for the delinquent Theatre's Category) for subsequent covered productions. If the default is cured and no further default occurs for twelve (12) months, the Theatre may apply to SDC to lift the security deposit requirement, which application shall not be unreasonably denied. The deposit shall be returned to the Theatre within ten (10) days of the acceptance of the application.

### **XXV. NO STRIKE - NO LOCKOUT**

The parties agree that during the term of this Agreement, the Theatre shall not lock out any Director or Choreographer, and no Director or Choreographer shall engage in any strike, work stoppage, slowdown or concerted or organized curtailment of work for any reason; SDC shall not encourage, permit, induce or cause any Director or Choreographer employed by any member of NEAT to engage in any of the foregoing proscribed activities, nor shall SDC participate directly or indirectly in any such proscribed activities.

## **XXVI. SEPARABILITY**

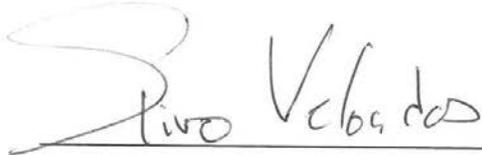
It is not the intent of either party to violate any laws or any rulings or regulations of any governmental authority or agency. The parties agree that if any provisions of this Agreement are held or constituted to be void or as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of this Agreement shall continue in full force and effect unless the parts so found to be void are not wholly separable from the remaining portions of this Agreement.

**XXVII. TERM OF AGREEMENT**

This Agreement shall be effective for two years, commencing on September 1, 2017 and expiring on August 31, 2019. Unless either party provides the other with written notice of its intent to renegotiate the Agreement no later than ninety days prior to the expiration of the Agreement, the Agreement shall be renewed for an additional one-year period and thereupon expire on August 31, 2020.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement effective the date and year first above written.

Signed:

  
\_\_\_\_\_  
New England Area Theatres

Aug 14, 2017  
Date

  
\_\_\_\_\_  
Stage Directors and Choreographers Society

8/17/2017  
Date

**SCHEDULE A: NEAT MEMBERS & CATEGORIES**

<b>Tier A</b>	<b>Tier B</b>	<b>Tier C</b>
Nora Theatre Company	Actors' Shakespeare Project	New Repertory Theatre
Underground Railway Theater	Boston Playwrights Theatre	Lyric Stage Company
Vineyard Playhouse	Gloucester Stage Company	SpeakEasy Stage Company
Wellesley Summer Theatre	New Repertory Theatre (2 <sup>nd</sup> Stage)	Greater Boston Stage Company
Wellfleet Harbor Actors Theatre	Sandra Feinstein-Gamm Theatre	

**Protected Theaters:**

The following theaters will be classified as protected Theaters for the duration of this agreement.

- Boston Playwrights Theatre
- Gloucester Stage Company
- Vineyard Playhouse
- Wellfleet Harbor Actors Theatre

