



Please read the following Tier Agreement carefully. The Tier Contract Form appears at the end of this document. The Form will calculate the correct Tier automatically when the criteria are entered.

Please submit executed CONTRACT FORMS

- By email: **Contracts@SDCweb.org**
- By mail:

SDC

321 West 44th Street, Suite 804

New York, NY 10036-5477

**Please submit PENSION & HEALTH PAYMENTS
in two separate checks:**

- Pension Payments to "*SDC-League Pension Fund*"
- Health Payments to "*SDC-League Health Fund*"
- Please send benefit payments to:

SDC-League Pension & Health Funds

321 W 44th Street Suite 804

New York, NY 10036-5477

SDC TIER AGREEMENT

Effective January 1, 2024

I. RECOGNITION

The Employer agrees to recognize Stage Directors and Choreographers Society, Inc. ("SDC") as the exclusive representative of all SDC Member Directors and Choreographers (Artist) hired by the Employer for the purposes of the administration of matters within the scope of this Agreement.

For all subsequent productions produced by the Employer for which an SDC Member is hired, the Employer shall be bound by this Agreement unless otherwise agreed to in writing between the Employer and SDC.

II. GENERAL PROVISIONS

(A) No Employer may make any representation regarding the engagement of the Artist unless negotiations for an agreement for his/her services have been completed.

(B) The Individual Employment Contract ("Form Contract"), attached hereto, must be used by the Employer for the employment of any SDC Member Director and/or Choreographer under this Agreement. The Employer and the Artist must each file a copy of the fully executed contract with SDC prior to the first rehearsal.

(1) No Employee will be permitted to commence rehearsals until the signed Form Contract is filed with SDC. Employer must inform SDC of the date, time and place of the first rehearsal, and a representative of SDC shall have the right to attend such rehearsal.

(C) The applicable provisions of this Agreement shall be deemed incorporated into the individual contract of employment between the Employer and the Employee. The Employer, SDC, and the individual Artist shall each be bound thereby.

(D) Nothing contained in this Agreement shall be construed to prevent any Employee from negotiating with and obtaining from the Employer any better terms and conditions than are provided for in this Agreement without limitation.

(E) The Employer agrees that reduction by any Employee of any of the terms of this Agreement shall not be effective unless the written consent of SDC is first obtained.

(F) This Contract is not applicable for any Production in New York City in a theatre of 100 seats or more, where the producer has or will in the future join any organization at any level that collectively bargains with SDC, OR for any commercial production outside of New York City in a theatre of 100 seats or more without the express permission of SDC.

(G) Educational Institutions (e.g. K-12 schools, colleges and universities, performing arts conservatories, etc) may utilize the SDC Academic Tier Agreement. Contact SDC for more information.

(H) Any additionally negotiated terms or compensation shall be set forth on a Rider to the Form Contract and attached to each copy.

III. TIER PLACEMENT

Employers will be placed, with SDC approval, in the appropriate Tier. A Theatre's "final Tier" category will be determined by the "average tier" based on the following three criteria:

| <u>TIER</u> | <u>CAPACITY</u> | <u>HIGHEST TICKET PRICE</u> | <u># OF PERFORMANCES</u> |
|-------------|-----------------|-----------------------------|--------------------------|
| Tier 1 | 99 or less | \$20 or Less | 10 or Less |
| Tier 2 | 100-150 | \$21-25 | 11-20 |
| Tier 3 | 151-199 | \$26-29 | 21-24 |
| Tier 4 | 200-299 | \$30-39 | 25-29 |
| Tier 5 | 300-399 | \$40-49 | 30-34 |
| Tier 6 | 400-499 | \$50-59 | 35-39 |
| Tier 7 | 500+ | \$60+ | 40+ |

*Please note: If any of the criteria changes prior to or during the run of the production, causing the production to move to a new Tier, the new rates shall be subject to retroactivity. In no event shall a Director and/or Choreographer's original compensation, health or pension amounts be decreased.

IV. MINIMUM FEES

| <u>Tier</u> | <u>Director</u> | <u>Choreographer</u> | <u>Director/Choreographer</u> |
|-------------|--------------------------|----------------------|-------------------------------|
| Tier 1 | Fee not less than \$ 600 | not less than \$ 600 | not less than \$ 1200 |
| Tier 2 | Fee not less than \$1750 | not less than \$1400 | not less than \$ 3100 |
| Tier 3 | Fee not less than \$2500 | not less than \$2100 | not less than \$ 4500 |
| Tier 4 | Fee not less than \$3750 | not less than \$3150 | not less than \$ 6750 |
| Tier 5 | Fee not less than \$5000 | not less than \$4200 | not less than \$ 9000 |
| Tier 6 | Fee not less than \$6700 | not less than \$5500 | not less than \$11800 |
| Tier 7 | CONTACT SDC | CONTACT SDC | CONTACT SDC |

Payment Schedule: 1/3 upon signing the contract; 1/3 upon the first day of rehearsal; 1/3 upon first day of the last week of rehearsal.

Should a production be postponed, suspended or abandoned, the Director and/or Choreographer shall be entitled to receive his/her fee as it is due, as specified in this Article.

IV-A Short-Term Employment of Choreographers on NON-MUSICALS and Fight
Choreographers on MUSICALS and NON-MUSICALS

- (A) Employers in Tiers 2-7 may employ a choreographer for a non-musical production or a fight choreographer for a musical or non-musical production for 9 days or fewer (which need not be consecutive). The minimum fee for each day or part thereof shall be 10% of the applicable Tier fee for a Choreographer. Pension contribution shall be 10% of the fee paid and a health contribution shall be paid at 50% of the applicable Tier rate.
- (B) For services required for 10 days or more, a full Choreographer contract shall be filed at the applicable Tier rates.

V. ROYALTIES/EXTENSION

Employer shall make a minimum payment of six percent (6%) of the contractual fee, for each week of performance (pro-ratable based on 7 performances) beyond the originally contracted closing date. In no case shall such payment be less than fifteen dollars (\$15) per performance. Additional pension (10%) and health (9%) contributions are due on any extension payments and must be paid as same accrues. Extension payments and benefits shall be due to the Artist and SDC along with the Tier Contract Extension Form no later than ten (10) days following the extended closing date for the production.

VI. PENSION AND HEALTH

All pension and health contributions on behalf of the Director /Choreographer shall be remitted to the following address:

**SDC-League Pension & Health Funds
321 W 44th Street Suite 804
New York NY 10036-5477**

The Initial Pension and Health Contributions will follow the structure below and such payment shall be due prior to the first day of rehearsal.

| <u>TIER</u> | <u>HEALTH</u> | <u>PENSION*</u> |
|-------------|---------------|-------------------------|
| Tier 1 | \$350 | 10% on all compensation |
| Tier 2 | \$675 | 10% on all compensation |
| Tier 3 | \$850 | 10% on all compensation |
| Tier 4 | \$950 | 10% on all compensation |
| Tier 5 | \$1175 | 10% on all compensation |
| Tier 6 | \$1350 | 10% on all compensation |
| Tier 7 | CONTACT SDC | |

Pension and Health contributions on extensions/royalties shall be due as stated in Article V above.

VII. ELECTRONIC RIGHTS

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.

VIII. BILLING

- (A) The Employee shall receive billing in all programs, houseboards and the show page of Employer's website. Such credit shall appear on a separate line and in an agreed size, type and position on which no other credit shall appear. The Employer shall also include the Artist's biographical notes in the program.
- (B) The Employer shall display the SDC logo in a conspicuous place in the program along with the following credit: "The Director (or Choreographer or Director-Choreographer or Fight Choreographer) is a Member of the Stage Directors and Choreographers Society, a national theatrical labor union."

IX. HOUSING AND TRANSPORTATION (REQUIRED FOR TIER 6 AND 7 CONTRACTS)

- (A) When the Employee's place of residence is fifty (50) to seventy-five (75) miles away from the theatre, Employers for Tiers 6-7 shall reimburse Employee for all commuting expenses.
- (B) When the Employee's place of residence is more than seventy-five (75) miles from the theatre, or their average one-way commuting time is greater than ninety (90) minutes, Employers in Tiers 6-7 shall provide suitable housing (i.e., clean and safe) as well as non-public local transportation (e.g., rental car, ride-share stipend/reimbursement) throughout the employment period. In addition, round trip economy class transportation shall be provided from the Employee's place of residence to the theatre at the beginning and end of the employment period.

X. PROPERTY RIGHTS

All rights in and to the direction/choreography conceived by the Employee 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 Employee; it being understood, however, that Employer shall have a perpetual and irrevocable license to use such property in any stage production of the Play for which the Employee receives no less than the royalty specified in the applicable SDC Agreement. Any additional use or license of the property by Employer shall be subject to further agreement between Employer and the Employee. The Employee reserves the right to copyright his/her direction/choreography.

XI. RIGHT OF FIRST REFUSAL

The Employee shall be given the right of first refusal to direct/choreograph the subsequent production of the Play produced, co-produced or licensed by Employer. If the Employee accepts such engagement, he/she shall receive no less than the fees and royalties specified in the applicable SDC Agreement. If the Employee is not afforded such option to direct/choreograph subsequent production of the Play, he/she shall receive a payment of no less than two thousand (\$2,000.00) dollars or fifty percent (50%) of the subsequent fee, whichever is greater. This payment does not grant a license to use the Employee's Property Rights.

XII. INDEMNIFICATION

The Employer shall indemnify, hold harmless and defend the Artist from any claim or liability arising from his or her provision of services under this Agreement.

XIII. ARBITRATION OF DISPUTES

Any dispute hereunder shall be resolved by arbitration between the Employer and the SDC on behalf of the Employee in the City of New York before an Arbitrator designated in the SDC-LORT Agreement and otherwise pursuant to the applicable rules of the American Arbitration Association.

XIV. TERMINATION

No Employee may be dismissed, except in the case of the Employee's material breach of contract, without the full payment of all compensation due him/her under the contract.

XV. DEFAULT

- A) Should any Theatre default in payments to or on behalf of a Director, Choreographer or Director-Choreographer, SDC shall give prompt notice thereof to the Theatre. Failure to cure the default within the guidelines of such notification by SDC may result in: (i) a strike against the Theatre, preventing SDC members to be employed in the future or (ii) requirement of the Theatre to post a security bond for subsequent productions in which an SDC Member is employed. Such bond amount shall be a sum of money satisfactory to SDC.
- 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.

XVI. SAFETY AND HEALTH

The Employer and SDC Member Directors and Choreographers recognize that it is in their mutual best interest to promote safe and healthy conditions in the Employer's theatre. The Employer affirms that it will create a safe and healthy working environment for SDC Member Directors and Choreographers and for artists and staff with whom they interact on all productions including but not limited to the physical condition of the theatre as well as exposure to airborne infectious diseases (e.g., COVID-19). Upon the reasonable request of either the Employer or SDC, the parties shall confer and the Employer shall use its best efforts to correct conditions, when necessary and appropriate, to further such purpose. The Employer shall provide a copy of all safety rules to SDC and the SDC Members Directors and Choreographers working on a production prior to the first rehearsal.

XVII. NON-DISCRIMINATION AND ANTI-HARASSMENT

- (A) The Employer shall not discriminate against or harass any Employee in employment because of race, color, creed, national origin (including but not limited to discrimination based on hairstyle and/or hair texture), sex, gender identity and/or expression, sexual orientation, political persuasion or belief, age, veteran status, religion, familial status, disability or any other characteristic protected by federal, state or local law.
- (B) The Employee shall not discriminate in casting against any person because of race, color, creed, national origin (including but not limited to discrimination based on hairstyle and/or hair texture), sex, gender identity and/or expression, sexual orientation, political persuasion or belief, age, veteran status, religion, familial status, disability, or any other characteristic protected by federal, state or local law.
- (C) The Employer affirms that categories of race, color, creed, national origin, sex, gender identity and/or expression, sexual orientation, political persuasion or belief, age, veteran status, religion, familial status, disability, or any other characteristic protected by federal, state or local law, shall not be used to limit the range of work open to the Directors, Choreographers and Director-Choreographers engaged by the Employer.
- (D) The Employer and SDC reaffirm their commitment to encourage and expand employment of Directors, Choreographers and/or Director-Choreographers from historically disadvantaged groups (e.g., racial, ethnic and religious minorities, female, LGBTQ+, individuals with disabilities, etc.), for all productions and promote the casting of actors and the hiring of Directors, Choreographers and/or Director-Choreographers in ways which challenge stereotypes and expectations.

- (E) The Employer affirms that it will maintain a safe working environment for Directors, Choreographers and Director-Choreographers and for artists and staff with whom Directors, Choreographers and Director-Choreographers interact on all productions.
- (F) SDC acknowledges that the Employer has furnished to SDC the Employer's Non-Discrimination and Anti-Harassment Policy. The Employer's policy shall be distributed by the Employer to all contracted SDC members and said policy shall be posted on call boards both in the rehearsal room and backstage. In the event of changes to the Employer's policy, the Employer shall submit said changes to SDC within thirty (30) days, and SDC shall inform the Employer within thirty (30) days of any concerns related to the Employer's revised policy. To the extent not expressly provided for under such policies, in the event that an individual files a complaint pursuant to an Employer's Non-Discrimination and Anti-Harassment Policy that an SDC member allegedly engaged in harassment or discrimination, or if an SDC member filed a complaint that they were subjected to behavior in violation of the Employer's Non-Discrimination and Anti-Harassment Policy, the Employer shall:
- (1) Notify SDC of the complaint within five (5) business days by contacting the appropriate contract affairs representative.
 - (2) Provide any SDC member with an opportunity to have an SDC representative attend any investigatory interview conducted in connection with the complaint.
 - (3) Notify SDC of the outcome of the investigation within five (5) business days of the conclusion of the investigation including but not limited to any proposed corrective action.

Any reduction of any benefit or term provided under this Agreement shall render it invalid. SDC reserves the right to reject any contract that does not meet the minimum terms.

This Agreement must be signed and filed with SDC. The Employer and the Employee must each file one copy with SDC prior to the first rehearsal. Each party should retain one copy, including the agent or attorney of the Employee if applicable. Contracts may be filed electronically by sending to Contracts@SDCweb.org or your designated Contract Affairs Representative.

The following constitutes our Agreement:

1. This agreement is entered into on the ____ day of _____, 20____. Pursuant to all the terms and conditions set forth in the Tier Agreement dated January 1, 2024 _____ (Employer), agrees to engage the services of _____ (Artist) as _____ and he/she agrees to accept such engagement with respect to the production of _____ (the Production). The services of the Artist shall be rendered during rehearsals of the Production from _____ through _____. The Production shall be performed through _____. The Employer recognizes Stage Directors and Choreographers Society, Inc. (SDC) as the representative of the Artist.

Venue Name: _____; Venue Capacity _____;

Highest Ticket Price: \$ _____; # of scheduled performances _____;

TIER: _____

2. Employer agrees to compensate Artist as follows:

COMPENSATION: \$ _____ Payment Schedule: 1/3 upon signing this contract; 1/3 upon first day of rehearsal; 1/3 upon first day of the last week of rehearsal.

3. **PENSION AND HEALTH:** The Employer shall make Pension and Health contributions, based on its Tier, to the SDC-League Pension Fund and the SDC-League Health Fund on all compensation (including any Extension and/or Royalty payments). **Separate checks must be made out to each fund and mailed to the following address:**

SDC-League Pension & Health Funds 321 W 44th Street Suite 804 New York NY 10036-5477

PENSION CONTRIBUTION DUE \$ _____ HEALTH CONTRIBUTION DUE \$ _____

4. **EXTENSIONS:** Employer shall make a minimum payment of six percent (6%) of the contractual fee, for each week of performance (proratable based on 7 performances) beyond the date specified above. Additional pension (10%) and health (9%) payments are due on any extension payments and must be paid as same accrues.

5. The Employer shall provide, prior to the first rehearsal, a written representation to the Artist, with a copy to SDC, that it has obtained the performance rights to recreate any original direction, musical staging and/or choreography which will be used for a production.

6. **ARBITRATION:** Any dispute hereunder shall be resolved by arbitration between the Employer and SDC on behalf of the Artist in the City of New York before an Arbitrator designated in the SDC-LORT Agreement and otherwise pursuant to the applicable rules of the American Arbitration Association.

7. **RIDERS:** This Agreement encompasses all of the terms and conditions of the SDC Tier Agreement, dated April 1, 2022 or any successor Agreement. Any additional terms must be set forth on a Rider to this Agreement and attached to each copy.

Accepted:

ARTIST

(Signature) _____

(Please print name) _____

Date _____

Address _____

_____ Zip _____

Phone _____

Email address _____

SDC Member in good standing? Yes No

Theatre must sign contract first.

EMPLOYER

By (Signature) _____

(Please print name) _____

Date _____

Address _____

_____ Zip _____

Phone _____

EIN / Tax I.D. _____

Email Address _____

SDC APPROVAL:

By signing below, SDC acknowledges receipt and the applicability to this agreement for this employment.

SDC approved by _____ Date _____