

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

---

**COLLECTIVE BARGAINING AGREEMENT**  
**JANUARY 1, 2024-December 31, 2026**

## Table of Contents

I.THE PARTIES.....	1
II.THEATRE CLASSIFICATIONS .....	1
III.RECOGNITION.....	2
IV.UNION SECURITY .....	2
V.NON-APPLICABILITY.....	2
VI.CONTRACTS.....	3
VII.CONDITIONS OF EMPLOYMENT .....	3
VIII. NO STRIKE, NO LOCKOUT .....	4
IX.DISPUTES .....	4
X.PENSION FUND.....	5
XI.HEALTH FUND.....	6
XII.PAYMENT (DEFINITIONS).....	6
XIII.PAYMENT (SALARY).....	7
XIV.PAYMENT (ROYALTIES) .....	7
XV.PAYMENT (PENSION AND HEALTH) .....	8
XVI. SPECIALTY CHOREOGRAPHY.....	8
XVII.ASSOCIATE DIRECTORS AND CHOREOGRAPHERS.....	10
XVII.SECURITY .....	11
XVIII.ADDITIONAL REHEARSALS AFTER OPENING.....	12
XIX.PRODUCTIONS OTHER THAN RESIDENT.....	13
XX.CHANGE OF POLICY .....	15
XXI.DISMISSAL.....	15
XXIII.BILLING .....	17
XXIV.BIOGRAPHICAL NOTES.....	17
XXV.SEATS .....	18
XXVI.MEDIA & ELECTRONIC RIGHTS .....	18
XXVII.PROPERTY RIGHTS.....	28
XXVIII.SOCIAL SECURITY-UNEMPLOYMENT INSURANCE .....	29
XXIX.NONDISCRIMINATION AND ANTI-HARASSMENT.....	30
XXX.NOTICE OF SDC MEMBERSHIP .....	31
XXXI.TERM .....	31
XXXII.SEPARABILITY.....	32
XXXIII.SUPERSEDING AGREEMENT .....	32
THEATRE CATEGORIES:.....	33
SCHEDULE B: CHOREOGRAPHER.....	34
THEATRE CATEGORIES:.....	34
THEATRE CATEGORIES:.....	35
PENSION. ....	36
HEALTH. ....	36
SCHEDULE E: TRANSPORTATION, PER DIEM AND AUDITIONS .....	37
SCHEDULE F: FORM CONTRACT.....	38
SCHEDULE G: CORST MEMBERS AND STAGE CATEGORIES .....	40

THIS AGREEMENT is made as of January 1, 2024, between the STAGE DIRECTORS AND CHOREOGRAPHERS SOCIETY, INC. (SDC), having its principal office at 321 West 44<sup>th</sup> Street, New York, NY 10036, and the COUNCIL OF RESIDENT STOCK THEATRES (CORST), c/o Kathi Kacinski, Maine State Music Theatre, 22 Elm Street, Brunswick, ME 04011

## I. THE PARTIES

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

## II. THEATRE CLASSIFICATIONS

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

During this contract period, any Theatre that operated previously under the CORST Agreement will not change its category as defined in the CORST Agreement expiring December 31, 2026 except by mutual consent of the Producer and SDC.

### III. RECOGNITION

Each Theatre recognizes SDC as the exclusive representative of all Directors, Choreographers and Director-Choreographers employed by them for the purposes of collective bargaining and the administration of matters within the scope of this Agreement.

### IV. UNION SECURITY

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

### V. NON-APPLICABILITY

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

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

## VI. CONTRACTS

Theatres covered by this Agreement employing Directors, Choreographers, or Directors-Choreographers will use the SDC form employment contract annexed hereto.

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

## VII. CONDITIONS OF EMPLOYMENT

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

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

## **VIII. NO STRIKE, NO LOCKOUT**

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

## **IX. DISPUTES**

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

representatives and the Theatre's representatives shall each cast, in the aggregate, one (1) vote. A decision of the Committee on a grievance or dispute shall be final and binding on the parties only if there are two (2) concurring votes.

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

## **X. PENSION FUND**

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

Choreograph a production, that non-member may wish to have pension contributions made on their behalf to the Equity-League Pension Fund.

## **XI. HEALTH FUND**

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

## **XII. PAYMENT (DEFINITIONS)**

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



### XIII. PAYMENT (SALARY)

- A. Salary shall be paid to Director, Choreographer, or Director-Choreographer in amounts no less than as provided in Schedules A, B, and C, annexed hereto.
- B. Whenever a Director, Choreographer, or Director-Choreographer shall be engaged, one-third of the total payment due for the initial rehearsal period shall be paid upon the signing of the contract. An additional one-third shall be paid prior to the commencement of rehearsals. The remaining one-third shall be paid prior to the first public performance.
- C. The Theatre shall deduct union dues assessments of 3%, **or per the prevailing rate as SDC shall lawfully establish**, of the salary 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.

### XIV. PAYMENT (ROYALTIES)

- A. Royalties shall be paid to Director, Choreographer, or Director-Choreographer in amounts no less than provided in Schedules A, B, and C, annexed hereto.
- B. Royalties provided for are based upon no more than eight (8) performances of the production per week. Additional royalties shall be paid at the rate of one-eighth (1/8) the weekly royalty for each performance more than eight (8) in one (1) week. If fewer than eight (8) performances are given in one (1) week, one-eighth (1/8) shall be deducted from the weekly royalty for each performance less than eight (8).
- C. Royalties shall be paid prior to the first performance for each week the production is performed and for which royalties are payable. Royalty payments shall be paid directly to the Director, Choreographer, or Director-Choreographer.

- D. The Theatre shall deduct union dues assessments of 3%, or per the prevailing rate as SDC shall lawfully establish, 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.

## **XV. PAYMENT (PENSION AND HEALTH)**

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

## **XVI. SPECIALTY CHOREOGRAPHY**

In the event that a Theatre hires a member of SDC to provide Specialty Choreography, the Theatre shall employ the Choreographer on the SDC form employment contract annexed hereto, under the minimum terms and conditions set forth below.

### **A. Applicability:**

#### **1. Dramatic Productions**

In the case of Dramatic Productions, the Theatre may employ a Choreographer for one (1) to seven (7) days or parts of any days prior to the first paid public performance (which days need not be consecutive) in which the Choreographer shall be required to render any choreographic services ("Choreographic Work Days").

#### **2. Musicals**

In the case of Musicals for which a Choreographer or Director-Choreographer has been employed under this Agreement and receives at least the minimum fees and royalties

provided for in Schedules B and C respectively, the Theatre may also employ one (1) or more additional Choreographers for one (1) to seven (7) days, according to the number of days or parts of any days prior to the first paid public performance (which days need not be consecutive) in which they shall be required to render any choreographic services ("Choreographic Work Days").

**B. Salary:**

The salary and royalties shall be negotiable between the Theatre and Choreographer, irrespective of any minimums rates set forth in Schedules A, B, and C.

For work of eight (8) days or more, a full choreography contract shall be due and the minimum rates set forth in Schedule A, B, and C shall apply.

**C. Pension:**

The Theatre shall pay the SDC-League Pension Fund the pension rates set forth in Schedule D.

**D. Health:**

1. For one (1) to three (3) days worked, 10% of the applicable health contribution amount shall be due.
2. For four (4) to five (5) days worked, 25% of the applicable health contribution amount shall be due.
3. For six (6) to seven (7) days worked, 40% of the applicable health contribution amount shall be due.
4. For more than seven (7) days worked, 100% of the applicable health contribution amount shall be due.

E. All terms of the SDC/CORST Agreement, except as modified above, shall apply to Specialty Choreographers.

For clarity, this provision is only applicable when the Theatre engages a member of SDC for Specialty Choreography, and Article IV, Sections 2 and 3 shall not apply. For the avoidance of doubt, examples of Specialty Choreography covered under this Agreement shall include, but are not limited to, the following: fight choreography, clowning, circus choreography, roller skating, cheerleading, or any specialized movement requiring the services of a choreographer.

## **XVII. ASSOCIATE/ASSISTANT DIRECTORS AND CHOREOGRAPHERS**

- A. When the Theatre hires an SDC Member as an Associate/Assistant to the contracted Director, Choreographer or Director-Choreographer, the Theatre will file the SDC-Associate Contract form and the terms and conditions of such form shall be in full effect. These terms and conditions include:
1. Compensation: Fee/royalties negotiated in good faith between the Associate/Assistant and the Theatre.
  2. Health: A one-time health contribution in the amount of \$400 to the SDC-League Health Fund, increasing to \$500 in 2024, and \$550 in 2025.
  3. Pension: A one-time pension contribution in the amount of \$300 to the SDC-League Pension Fund, increasing to \$350 in 2024, and \$400 in 2025.
  4. Disputes: Per Article IX.
  5. Transportation & Per Diem: Per Schedule E.
  6. Billing: The Theatre will bill the Associate/Assistant and include biographical notes on the Associate/Assistant, with the position to be negotiated in good faith between the Associate/Assistant and the Theatre.
  7. Dues Check Off: 3% assessment (or per the prevailing rate as SDC shall lawfully establish) on all compensation.
  8. Should an Associate/Assistant receive pension and health benefits required by any other employment by the Theatre, the Theatre shall not be obligated to remit SDC health and pension contributions.
  9. Should an Associate be part of an education program run by the theatre, they are not subject by the provisions above unless they are contracted as an employee.
- B. For clarity, reference to SDC Members in this Agreement shall not include SDC Associate Members. This provision shall only apply to full Members of SDC.

## XVII. SECURITY

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

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

## **XVIII. ADDITIONAL REHEARSALS AFTER OPENING**

- A. If a production is to be re-staged from one type of Theatre to another, revived in the same season, or a replacement of a major performer is necessary, the Director, Choreographer, or Director-Choreographer shall be given the right of first refusal to conduct the rehearsals therefore, subject to the following:
  - 1. The foregoing shall apply only when the Theatre has more than seven (7) days' notice in which to provide such re-staging or replacement for actual performance.
  - 2. If the Theatre has more than seven (7) days' notice, then it shall notify SDC thereof and the Director, Choreographer, or Director-Choreographer shall have seventy-two (72) hours after such notice has been given in which to exercise the right to conduct the required rehearsals.

3. If notice that such right has been exercised has not been actually received by the Theatre within such seventy-two (72) hour period, the Director, Choreographer, or Director-Choreographer having such right, as the case may be, shall be deemed to have waived such right.
- B. When a Director, Choreographer, or Director-Choreographer is required to conduct rehearsals after the opening performance of a production, for purposes of brush-up, cast replacement, re-staging, adaptation from one type of stage to another (e.g., change from or to arena, proscenium, thrust or other), or a revival in the same season, payment shall be made to the Director, Choreographer, or Director-Choreographer of travel expenses, per diem expenses, and additional compensation as provided in the schedules annexed hereto. The travel portion of such expenses shall be paid in advance. All other monies due shall be given to the Director, Choreographer, or Director-Choreographer before they leave the Theatre in cash, or by check which can be cashed at the box office provided the Director, Choreographer, or Director-Choreographer gives the Theatre sufficient notice. In all events, the Theatre shall be liable for travel expenses of the Director, Choreographer, or Director-Choreographer only between the place of the rehearsal and the original place of engagement of such Director, Choreographer, or Director-Choreographer.

## **XIX. PRODUCTIONS OTHER THAN RESIDENT**

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

- C. If a production covered by this Agreement is performed thereafter at another Theatre, the appropriate SDC Minimum Basic Agreement shall apply.
- D. Transfers and Co-Productions
1. In the event of the same physical production transferring from another Theatre to a CORST Theatre, for which services of the Director, Choreographer, or Director-Choreographer is required, the original Director, Choreographer, or Director-Choreographer shall be afforded the first option to perform such work.
  2. In the event of a co-production or transfer, where the original Director, Choreographer or Director-Choreographer declines to conduct rehearsals at the transferee Theatre, or where no more than two (2) days of their services are required, they shall receive as compensation at least twenty-five (25%) percent of the transferee Theatre's minimum fee/salary. If after two (2) days of rehearsal any additional rehearsal is necessary, the Director, Choreographer, or Director-Choreographer shall be compensated at 1/7<sup>th</sup> of the transferee theater's minimum weekly salary, in addition to the transfer fee set forth above in this paragraph.
  3. Weekly royalty amounts for transfers shall be one hundred twenty-five percent (125%) of the amounts set forth in Schedule A for Directors, Schedule B for Choreographers, and Schedule C for Director-Choreographers.
  4. The transferee Theatre shall be responsible for payment of salary/ fee, weekly royalties, health and pension on behalf of the Director, Choreographer, or Director-Choreographer. A health contribution shall be required only on the first transfer if more than one transfer occurs within CORST.
  5. If the rehearsal period on a co-production or transfer exceeds seven (7) days, this provision shall not apply and a full CORST contract shall be due.



6. In the event that a production produced by a CORST Theatre subsequently transfers to a Non-CORST venue with the stage directions/choreography from the CORST production substantially intact and is not produced by a producer covered by this contract, a contract for the original Director, Choreographer, or Director-Choreographer shall be filed with the SDC subject to the applicable SDC agreement.
- 
- E. If a Theatre covered by this Agreement produces, co-produces, licenses or leases a production for performances in another Theatre, the Director, Choreographer, or Director-Choreographer shall have the right of first refusal to Direct, Choreograph, or Direct-Choreograph that production under a new contract, based upon the SDC agreement appropriate to that production, or pay the applicable minimum fee.

## **XX. CHANGE OF POLICY**

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

## **XXI. DISMISSAL**

- A. No Director, Choreographer, or Director-Choreographer shall be dismissed without full payment of salary, royalty, and pension and health benefits as these may accrue, except where the Director, Choreographer, or Director-Choreographer is guilty of breach of contract.
- B. If a Director, Choreographer, or Director-Choreographer is found guilty of breach of contract under arbitration procedures outlined in Article 9, Disputes, and SDC has

received dues assessments and/or pension and health payments on behalf of said Director, Choreographer, or Director-Choreographer, SDC agrees to the repayment of such monies to the Theatre if so directed by the arbitrator.

## **XXII. FUNCTIONS OF DIRECTOR, CHOREOGRAPHER, OR DIRECTOR-CHOREOGRAPHER**

- A. Duties. The Director, Choreographer, or Director-Choreographer shall conduct rehearsals, appear promptly for all scheduled rehearsals, respect the physical property of the production, theatre and place of rehearsal, conduct rehearsals in a manner not violative of any rules of Actors' Equity Association and generally fulfill the artistic, planning and production contributions commonly within scope of the respective functions of the Director, Choreographer, or Director-Choreographer.
- B. Consultation Before Opening.
1. Before opening of the season or production, the Director shall be consulted in all decisions regarding casting, stage management, scenery, lighting and costuming made subsequent to their engagement.
  2. Before opening of the season or production, the Choreographer shall be consulted in all decisions regarding casting of dancers (but not to conflict with Directors' decisions) made subsequent to their engagement.
  3. The Choreographer shall have the right to approve the dance captain and costumes for dancers; such approvals not to be unreasonably withheld.
- C. Consultation After Opening. After opening of the production, the work of the Director, Choreographer, or Director-Choreographer shall not be changed without consultation by the Director, Choreographer, or Director-Choreographer, if available, unless required by emergency.

## XXIII. BILLING

- A. The Director or Director-Choreographer will receive billing in type size no less than thirty-three and one-third percent (33 1/3%) of the type size used for the title of the play. Such billing shall appear on a separate line. No other billing shall be larger than the Director or Director-Choreographer with the exception of "star" performers or author, unless otherwise required by pre-existing contractual requirements of the production. Billing of the Director or Director-Choreographer will appear in the theatre where the production is performed and on houseboards and programs. The Director or Director-Choreographer shall be credited in all press materials, excluding ads, when anyone other than author and star are credited.
- B. The Choreographer will receive billing in type size no less than twenty-five percent (25%) of the type size used for the title of the play. Choreographer's credit shall appear on separate line. Billing of the Choreographer will appear in the Theatre where the production is performed and on houseboards and programs. The Choreographer shall be credited in all press materials, excluding ads, in which the Director is credited.
- C. The Director, Choreographer or Director-Choreographer shall receive billing on the Theatre's website show page. Inadvertent omission of any of the requirements herein shall be rectified upon notification, but, in any event, shall not be considered a material breach of this Agreement.

## XXIV. BIOGRAPHICAL NOTES

If biographical notes are included in the program for any member of the cast, such notes shall be included for the Director, Choreographer, or Director-Choreographer. The Director, Choreographer, or Director-Choreographer shall submit all biographical material and photographs for programs at the time of the signing of the contract. In so doing, they shall indicate the preferred cuts, should space demand editing. If the Director, Choreographer, or

Director-Choreographer does not indicate preferred cuts, the Theatre has the right to make cuts at its discretion.

## XXV. SEATS

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

## XXVI. MEDIA & ELECTRONIC RIGHTS

A. In the event that a Theatre's production of a play is, in whole or in part, electronically reproduced or transmitted substantially as presented in the stage production, the Theatre shall pay, or cause to be paid, to the Director, Choreographer or Director-Choreographer of the stage production a payment of no less than the original contractual fee.

1. The Director, Choreographer or Director-Choreographer of the electronically reproduced or transmitted stage production shall receive billing as follows, unless otherwise agreed:

"This production was originally directed and/or choreographed for the stage by: \_\_\_\_\_."

B. Except as expressly provided herein, no CORST Theatre, subsequent producer or any other third party shall broadcast, exhibit, distribute or otherwise disseminate by any means whatsoever, whether live or recorded, any visual image or sound of a rehearsal, performance or any other part of a CORST Theatre production.

1. Where a CORST Theatre makes or causes to be made a visual and/or aural record of a production, in whole or in part, edited or unedited on motion picture film, magnetic tape, videotape, compact disc, digital video disc, or other mechanical, electronic or technological method that currently exists or that may

be developed in the future, and where any part of the direction or choreography may be seen or heard in such visual and/or aural record, the process of making such a record shall be referred to hereinafter as the "Capture" or "Reproduction" of the production, and the visual and/or aural record itself, any part thereof or copy thereof, whether edited or unedited, shall be hereinafter referred to as the "captured material" or "Reproduction".

2. Captured material may not be used to discipline Directors, Choreographers or Director-Choreographers.

C. Broadcast: Subject to the conditions listed herein, captured material of the production may be used as part of a feature story on the production, the Theatre, the arts, or any of the artists connected with the production on international, national, state, and local news, arts, and arts award broadcasts; broadcast reviews of the production; talk and entertainment programs; community affairs programs; community service programs; media projects for people with disabilities; T.V. spots; commercials; educational programs; or programs about the production. All of the foregoing shall include, but not be limited to, programs on radio, network and cable television, and the Internet.

Subject to the conditions listed below, capture may be made of rehearsals and performances for the uses listed above. The Theatre may also capture interviews, backstage footage, other non-rehearsal/non-performance footage, and promotional and publicity events (together, "Additional Footage"), which must be voluntary. The Director's, Choreographer's or Director-Choreographer's image shall not be used for any type of broadcast or non-broadcast release without the written permission of the Director, Choreographer or Director-Choreographer.

1. During a Rehearsal
  - i. For the purposes of this provision, starting with the first day of rehearsal through the official opening, or one (1) week following the first paid public performance, whichever is earlier, regularly scheduled rehearsals may be

captured for up to two (2) consecutive hours per day, one (1) day per week. Any capture or part thereof shall constitute a full two-hour block. In resident companies, only one (1) two-hour block may be used per week (not per production).

- ii. The date, time, and content of material to be captured shall be subject to consultation with the Director, Choreographer or Director-Choreographer.
- iii. The Theatre shall endeavor to arrange the capture process so that it shall not prevent the Director, Choreographer or Director-Choreographer from providing the services for which they have been engaged by the Theatre.
- iv. The Theatre shall make every reasonable effort to give the Director, Choreographer or Director-Choreographer forty-eight (48) hours' notice and give notice if the time of capture changes.

2. At a Performance:

- i. An entire performance may be captured but only by the Theatre or a third party directly engaged by the Theatre. In the event the Capture is unusable or there is a cast change, another Capture of an entire performance may be made.
- ii. If possible, the Director, Choreographer or Director-Choreographer must be given twenty-four (24) hours' notice of the capture of an entire performance or any part thereof.
- iii. No change to the staging or choreography shall be made without the approval of the Director, Choreographer or Director-Choreographer.

3. Additional Footage:

- i. The Theatre's intent is to show the Director, Choreographer or Director-Choreographer's work in the best possible light.

ii. The Theatre will consult with the Director, Choreographer or Director-Choreographer prior to capture of additional footage if such capture affects rehearsal.

iii. There is no time limit on the capture or use of Additional Footage.

4. Provisions Applicable to Performance and Rehearsal:

i. No more than fifteen (15) minutes of edited performance and/or rehearsal per production captured by the Theatre or a third party directly engaged by the Theatre shall be used. The edited footage/material may depict an entire scene or musical number.

ii. A news organization or media company may only capture up to thirty (30) minutes of rehearsal and up to thirty (30) minutes of performance per production. No more than three (3) minutes of edited performance or rehearsal footage that is captured by news organizations or media companies may be broadcast. Such broadcast may not depict an entire scene or musical number.

iii. For any violation hereof, other than violations of unauthorized subsequent use of the film or tape, the Theatre shall pay an amount equal to seven (7) times the daily rate that is applicable for the CORST Theatre's Stage Category, to each Director, Choreographer or Director-Choreographer whose rights have been breached hereunder. Such payments shall not preclude any right in law or equity, civil or criminal, that arises under a breach of this provision, which the Director, Choreographer, or Director-Choreographer, or SDC has against the Theatre or any third party.

D. Non-Broadcast. Captured material for non-broadcast promotion; publicity; marketing; public relations; fundraising; audience development; education; transfers to other not-for-profit theatres; prize, award, and festival applications; and/or civic, state, and national promotion.

Directors, Choreographers or Director-Choreographers engaged on a production under the terms of this Agreement may participate, and their staging and choreography may be used, in the capture of material for use by the Theatre for the aforementioned purposes under the following terms and conditions:

1. All capture of performance and rehearsal must occur in accordance with the provisions of Article XXV(C).
2. The Theatre shall receive no compensation for the exhibition of any material captured under the terms of this provision.
3. The Theatre will provide SDC and the Director, Choreographer or Director-Choreographer with the opportunity to view the completed Reproduction.
4. The edited Reproduction under the terms of this provision may constitute up to twenty-five percent (25%) of the captured material but in no case more than a total of fifteen (15) minutes of performance and/or rehearsal. The edited Reproduction may depict an entire scene or musical number. The Director, Choreographer or Director-Choreographer has the right to consult with the Theatre on content of material.
5. There is no time limit on the use of Additional Footage.
6. In the event the Theatre wishes to submit a Reproduction of an entire performance to private or public grant-making institutions, to apply for prizes or awards, or fulfill festival application requirements, the Theatre may make a Reproduction of the production for this sole purpose(s) and shall notify SDC at the time of submission. In the event the captured material is unusable, another capture of an entire performance may be made. Any such Reproduction made under this provision shall be encoded with warnings at regular five-minute intervals that state the following: THIS FOOTAGE IS FOR GRANT REQUEST, PRIZE AWARD, or FESTIVAL APPLICATION PURPOSES ONLY AND MAY NOT BE SCREENED FOR ANY OTHER PURPOSE. UNDER NO CIRCUMSTANCES



MAY THIS FOOTAGE BE DUPLICATED. Any Reproduction made under this Rule must also include the Stage Directors and Choreographers Society logo and identify that the Directors, Choreographers or Director-Choreographers of the production are represented by SDC.

7. The Theatre may retain and use Reproductions made under this provision for as long as the Theatre operates under the CORST Agreement, after which the Reproductions shall be destroyed, and the Theatre shall so inform or cause the SDC to be so informed.
  8. The Theatre will maintain control and ownership of all material reproduced by the Theatre and will ensure that it is used for no commercial purposes whatsoever.
- E. Production Work and Transfers. Capture to facilitate production work and transfers to not-for-profit Theatres.
1. Capture:
    - i. For the purposes of production work and the facilitation of transfers to other not-for-profit Theatres only, there shall be no time limit on the capture of rehearsal or performance.
    - ii. It is intended that in permitting such capture, it shall be unobtrusive and neither the Director, Choreographer or Director-Choreographer nor the audience shall be disturbed in any manner.
    - iii. If possible, the Director, Choreographer or Director-Choreographer must be given twenty-four (24) hours' notice of the capture of an entire performance or any part thereof.
  2. Use:
    - i. The captured material may be used by the Director, Choreographer, Director-Choreographer, playwright, orchestrator, dance arranger, original

Designers of the production, Stage Manager, Dance Captain, Fight Captain, Stunt Coordinator, and/or the not-for-profit transferee Theatre's production staff.

- ii. After the stated purpose has been accomplished, the captured material must be destroyed.

F. Web Sites and Other Platforms. Up to a total of fifteen (15) minutes of edited rehearsal and/or performance footage per production (which may depict an entire scene or musical number), as well as unlimited Additional Footage, may be used as follows:

1. On websites of the Theatre; transferee not-for-profit Theatres; not-for-profit arts and tourism-related agencies of the city, county, state and intra- and inter-state region in which the Theatre is located; local Rotary, Chamber of Commerce, and local not-for-profit "booster" organizations; media web sites; arts calendar websites (such as Playbill.com); third-party promotional and ticketing services (e.g., Theatremania.com, Ticketmaster, WebTix.com); and not-for-profit service and arts promotion organizations (e.g., SDC, Theatre Communications Group, Americans for the Arts);
2. On websites of sponsors and/or supporters of the Theatre, provided:
  - i. The Director's, Choreographer's or Director-Choreographer's image is used solely to acknowledge the sponsorship or support and is not in any way used directly or indirectly to endorse the sponsor or a specific product of the sponsor;
  - ii. At the time of contracting, the Theatre solicits from the Director, Choreographer or Director-Choreographer, any current or potential professional conflicts which may limit the use of the Director's, Choreographer's or Director-Choreographer's image on the sponsor or supporter's web site, and the Theatre, based upon the Director's, Choreographer's or Director-Choreographer's written notification, does

- not use the Director's, Choreographer's or Director-Choreographer's image in any way that may pose conflicts;
- iii. The footage is not used for more than two (2) years from the date of the first paid public performance. The Director, Choreographer or Director-Choreographer may negotiate a lesser time period; and
  - iv. The Theatre shall indemnify the Director, Choreographer or Director-Choreographer against any breach of a Director, Choreographer or Director-Choreographer exclusivity clause when such breach is a result of a use not authorized by this provision.
3. Promotional and publicity recordings may be delivered through the following platforms, including, but not limited to: mobile technology (including, but not limited to, cell phones), sales kiosks, podcasts, wallpaper, and video e-blasts. Theatres may also use and provide materials captured hereunder to other substantially similar delivery platforms that are currently available or as they may evolve.
  4. For all usage authorized hereunder, the Theatre's ticket sale information may be presented on the same "page" as the Reproduction.
  5. The above time restrictions apply per distribution point, not per delivery platform. Thus, a permitted Reproduction may be used on a number of different web sites, not just one Reproduction for the entire web.
  6. Reproductions may be changed on an individual distribution point (e.g., a single web site) as often as the Theatre wishes, provided the total amount of material on that distribution point at any one time adheres to the time limitations set forth above.
  7. In no event may the Theatre serialize the production on one or multiple distribution points and/or delivery platforms.

8. Use of captured material for any purpose other than specified above is strictly prohibited. For any violation under this provision, the Theatre shall pay the Director, Choreographer or Director-Choreographer an amount equal to seven (7) times the daily rate that is applicable for the CORST Theatre's Stage Category.

G. Captured Material For Use By Visual/Audio Interpreters.

1. The Theatre may make an audio and/or video Reproduction for the sole purpose of assisting interpreters for the deaf or hearing or visually impaired (hereafter referred to as "Interpreters"). Under no circumstances may any such Reproduction, in whole or in part, be used for any commercial or non-commercial purpose, except as expressly provided herein, without the written consent of SDC and pursuant to terms established by SDC.
2. No copies of the Reproduction shall be permitted. The Reproduction will be adequately secured by the Stage Manager or the Interpreter to ensure its integrity. Under no circumstances may anyone other than the Interpreter listen to or view the Reproduction.
3. After the stated purpose has been accomplished, The Reproduction will be surrendered to Actors' Equity Association, accompanied by written certification signed by the Theatre, the Stage Manager, and the Interpreter that no copies of the reproduction exist, and the Theatre shall so inform or cause SDC to be so informed.

H. Archival Recording. For archival purposes of the Theatre, or other official library theatrical archive, the Theatre shall have the right to make a film, videotape, or other visual record of the final dress rehearsal or of performances. Such record shall be labeled "for archival use only." The Theatre shall notify in advance, in writing, the Director, Choreographer or Director-Choreographer and SDC prior to any such filming or taping.

## I. Other Uses of Captured Material

1. In the case of a transfer of a production from another not-for-profit Theatre, where the transferee Theatre has engaged the Director, Choreographer or Director-Choreographer of the transferor Theatre's productions, the transferee may use the transferor's captured material without additional payment. If a Theatre uses captured material from a prior production or a production produced by a different Theatre, the original production will be so identified (e.g., "footage from the original Williamstown Theatre Festival production 2014"). The Theatre may utilize captured material from another production to promote and publicize a separately produced production for which the original Director, Choreographer or Director-Choreographer has not been engaged, only with additional payments to the Director, Choreographer or Director-Choreographer of the original production, as negotiated by SDC.
2. The Theatre may furnish captured material to a commercial producer for promotional and publicity purposes only, provided the commercial producer makes additional payment to the Director, Choreographer or Director-Choreographer of the production as negotiated by the commercial producer with SDC.
3. Except in the case of a transfer of the production to another not-for-profit Theatre which includes the work of the Director, Choreographer or Director-Choreographer of the original production, the Theatre may furnish captured material to another not-for-profit Theatre to promote and publicize a separately produced production, only with additional payments to the Director, Choreographer or Director-Choreographer of the original production as negotiated by SDC.

4. SDC, with written permission from the Theatre, may obtain and use footage from any production (including closed productions), for the purposes of promoting and branding SDC, provided SDC credits both the Theatre and the production.
  5. The Theatre may furnish captured material of a production to another not-for-profit theatre or commercial producer for the purpose of encouraging transfers and future productions of the play. The Theatre shall notify SDC when such captured material has been furnished.
- J. CORST and SDC share a strong mutual interest in preventing any unauthorized stage reproduction of the direction and choreography or any unlawful use of captured materials, and that CORST Theatres, SDC, and its Members have taken and will continue to take appropriate action to advance that interest.

## **XXVII. 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 their services hereunder, shall be, upon its creation, and will remain the sole and exclusive property of Director, Choreographer, or Director-Choreographer, it being understood, however, that the Theatre shall have a perpetual and irrevocable license to use such direction and/or choreography in any stage production of the play from which Director, Choreographer, or Director-Choreographer receives a royalty under an applicable SDC Minimum Basic Agreement.
- B. Theatre shall not authorize the publication in any form of Director's stage directions without Director's prior written consent. The Director reserves the right to copyright such stage directions.

- C. The Theatre is granted by the Choreographer license to use the choreography and staging of dances solely in connection with this Resident Stock production and the Choreographer reserves the right to copyright such choreography.
- D. The Theatre shall provide, prior to the first rehearsal, a written representation to the Director, Choreographer, or Director-Choreographer, with a copy to SDC, that it has obtained the performance rights to recreate any original direction, musical staging and/or choreography which will be used for a production.

## **XXVIII. SOCIAL SECURITY-UNEMPLOYMENT INSURANCE**

- A. The Theatre shall comply with all laws regarding the payment of taxes and payments required to be paid by employers under the provisions of laws commonly known and designated as Social Security Acts or Laws.
- B. If the services of the Director, Choreographer, or Director-Choreographer are not subject to the compulsory provisions of an unemployment compensation (insurance) law of any state, the Theatre hereby agrees to cover the Director, Choreographer, or Director-Choreographer and pay contributions on the earnings of the Director, Choreographer, or Director-Choreographer under the elective provisions of the unemployment insurance law of the State of New York. If the Theatre is not eligible to come under the New York State Unemployment Law, then it will elect to come under the Unemployment compensation (insurance) law of the Director's, Choreographer's, or Director-Choreographer's residence or of the state where the contract of employment was made.
- C. The Theatre agrees to execute and file the necessary forms required by the state unemployment compensation (insurance) law under which it elects to cover the Director, Choreographer, or Director-Choreographer and shall notify the Director, Choreographer, or Director-Choreographer of its election.

- D. The Theatre agrees to furnish its unemployment registration number to the Director, Choreographer, or Director-Choreographer and to SDC, if so requested.
- E. It is expressly agreed that non-profit organizations, regardless of this tax-exempt status, will secure unemployment insurance coverage pursuant hereto.

## **XXIX. NONDISCRIMINATION AND ANTI-HARASSMENT**

- A. The Theatre shall not discriminate against or harass any Director, Choreographer, or Director-Choreographer 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 Director, Choreographer, or Director-Choreographer 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. CORST affirms that categories 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, shall not be used to limit the range of work open to the Directors and Choreographers engaged by CORST Theatres.
- D. SDC shall not discriminate against any member or applicant for membership because 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.

- E. CORST and SDC reaffirm their commitment to encourage and expand employment of ethnic minority, female and disabled Directors and Choreographers, and those from other historically disadvantaged groups, for all productions and promote the casting of actors and the hiring of Directors, Choreographers and Director-Choreographers in ways which challenge stereotypes and expectations.
- F. SDC acknowledges that each Theatre, signatory to this Agreement, has furnished to SDC the Theatre's Non-Discrimination and Anti-Harassment Policy. Each Theatre's policy shall be distributed by the Theatre 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 a Theatre's policy, such Theatre shall submit said changes to SDC within thirty (30) days, and SDC shall inform the Theatre within thirty (30) days of any concerns related to the Theatre's revised policy.

### **XXX. NOTICE OF SDC MEMBERSHIP**

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

### **XXXI. TERM**

The term of this Agreement shall be three (3) years, effective the 1<sup>st</sup> day of January, 2024 and terminating the 31<sup>st</sup> day of December, 2026.

### XXXII. 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.

### XXXIII. SUPERSEDING AGREEMENT

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

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

Stage Directors and Choreographers Society:

*Evan D. Yionoulis*

\_\_\_\_\_  
Evan Yionoulis, President

Council of Resident Stock Theatres:

*Kathi Kacinski*

\_\_\_\_\_  
Kathi Kacinski, Company Manager – Maine State Music Theatre

## SCHEDULE A: DIRECTOR

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

### THEATRE CATEGORIES:

	<u>X</u>	<u>Y</u>	<u>Z</u>	<u>ZZ</u>
2024	\$2,771	\$2,187	\$1,867	\$1,535
2025	\$2,909	\$2,297	\$1,960	\$1,612
2026	\$3,055	\$2,411	\$2,058	\$1,692

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

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

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

	<u>X</u>	<u>Y</u>	<u>Z</u>	<u>ZZ</u>
2024	\$818	\$728	\$610	\$504
2025	\$859	\$764	\$641	\$529
2026	\$902	\$802	\$673	\$556

## SCHEDULE B: CHOREOGRAPHER

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

### THEATRE CATEGORIES:

	<u>X</u>	<u>Y</u>	<u>Z</u>	<u>ZZ</u>
2024	\$2,480	\$2,053	\$1,803	\$1,479
2025	\$2,604	\$2,155	\$1,893	\$1,553
2026	\$2,734	\$2,263	\$1,988	\$1,631

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

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

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

	<u>X</u>	<u>Y</u>	<u>Z</u>	<u>ZZ</u>
2024	\$707	\$642	\$513	\$426
2025	\$742	\$674	\$539	\$448
2026	\$779	\$707	\$566	\$470

**SCHEDULE C: DIRECTOR-CHOREOGRAPHER:**

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

**THEATRE CATEGORIES:**

	<u>X</u>	<u>Y</u>	<u>Z</u>	<u>ZZ</u>
1/1/2024	\$4,853	\$3,827	\$3,280	\$2,705
1/1/2025	\$5,096	\$4,019	\$3,444	\$2,840
1/1/2026	\$5,351	\$4,220	\$3,616	\$2,982

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

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

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

	<u>X</u>	<u>Y</u>	<u>Z</u>	<u>ZZ</u>
2024	\$1,427	\$1,275	\$1,076	\$886
2025	\$1,498	\$1,338	\$1,130	\$931
2026	\$1,573	\$1,405	\$1,187	\$997

**SCHEDULE D: PENSION AND HEALTH**

PENSION.

Pension: No less than seven (7) days after the final performance of each production, the Theatre shall pay to the SDC-League Pension Fund 10% of all salary and royalty payments paid or payable to the Director, Choreographer or Director-Choreographer.

HEALTH.

No later than seven (7) days after the final performance of each production, the Theatre shall pay to the SDC-League Health Fund the following amounts on behalf of Director, Choreographer, or Director-Choreographer it employs:

Effective:

	<u>X</u>	<u>Y</u>	<u>Z</u>	<u>ZZ</u>
2024	\$1,475	\$1,475	\$1,325	\$1,200
2025	\$1,550	\$1,550	\$1,400	\$1,250
2026	\$1,650	\$1,650	\$1,500	\$1,325

## **SCHEDULE E: TRANSPORTATION, PER DIEM AND AUDITIONS**

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

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

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

HOUSING AND PER DIEM. For each day or part thereof that the Director, Choreographer, or Director-Choreographer is required to be away from the place of engagement overnight in connection with their duties under this Agreement, the Theatre shall provide, at no cost to the Director, Choreographer, or Director-Choreographer, either: (1) a safe, sanitary and private room with kitchen facilities, plus \$50 per day or (2) a safe, sanitary and private room with kitchen facilities, and three complimentary meals per day.

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

# SCHEDULE F: FORM CONTRACT



321 W 44th Street, Suite 804  
 New York, NY 10036-5477  
 TEL: 212.391.1070; FAX: 212.302.6195  
 www.SDCweb.org

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

The following constitutes our Agreement:

- This contract is subject to all terms and conditions of the Collective Bargaining Agreement of SDC and the Council of Resident Stock Theatres (CORST), dated January 1, 2024, or its successor Agreement, and binds the Theatre/Producer to its terms for the duration of said Agreement.  
 CORST Category X  Y  Z  ZZ
- Theatre agrees to engage the services of (Artist)  as **Director**  and Artist accepts such engagement with respect to the play . Artist's services shall be rendered during rehearsals of the play from  through  for a total of  rehearsal days.  
(starting date) (first public performance)
- The play is scheduled to be performed at the following theatres on the following dates (attach Rider if more space is needed):
- In consideration of full and timely performance by the Artist hereunder, Theatre/Producer agrees to pay Artist the following:
 

A. Salary \$ <input type="text"/> for up to eight days of rehearsal \$ <input type="text"/> for <input type="text"/> days of rehearsal in excess of eight at \$ <input type="text"/> per day	B. Royalties \$ <input type="text"/> per performance week for <input type="text"/> weeks, beginning week ending <input type="text"/> through week ending <input type="text"/> . (indicate on rider any weeks in which there are fewer or more than eight performances.)
---	--

\$  **Total Salary**

Theatre/Producer is authorized to send salary to:
- Artist authorizes Theatre to deduct three percent (3%) assessments from all monies earned under this Agreement, and the Theatre shall remit same to SDC no later than seven days after the final performance of the production.
- Theatre/Producer shall make pension and health contributions to the SDC-League Pension Fund and the SDC-League Health Fund, as specified in the Collective Bargaining Agreement indicated above.
- Riders (attach to each copy as needed):
- Any dispute arising out of this Agreement shall be settled by arbitration pursuant to the agreement indicated above.

**DIRECTOR/CHOREOGRAPHER**

(Signature) \_\_\_\_\_  
 (Please print name) \_\_\_\_\_  
 Date \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Member of SDC Yes  No

**THEATRE/PRODUCER (Theatre must sign contract first)**

By (Signature) \_\_\_\_\_  
 (Please print name) \_\_\_\_\_  
 Date \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Employer Federal I.D. No. \_\_\_\_\_

Revised 10/19/23







321 W 44th Street, Suite 804  
New York, NY 10036-5477  
TEL: 212.391.1070 FAX: 212.302.6195  
www.SDCweb.org

This Agreement must be signed in quintuplicate. The Producer/Production Company must file one copy with SDC prior to the first rehearsal. The Associate/Assistant ("Artist") must file one copy with SDC prior to the first rehearsal. Each party retains one copy. One copy is for the agent or attorney of employee, if any. Attach Riders to each copy as needed. Copies may be submitted electronically. The following constitutes our Agreement:

1. This Agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Pursuant to all the terms and conditions herein set forth, \_\_\_\_\_ (Theatre/Producer/Production Company) agrees to engage the services of \_\_\_\_\_ (Artist) as -select one- and he/she agrees to accept such engagement with respect to the production of \_\_\_\_\_ (the Play). The services of the Artist shall be rendered during pre-production and rehearsals of the Play from \_\_\_\_\_ through \_\_\_\_\_. The Play shall be performed through \_\_\_\_\_.
2. Theatre/Producer/Production Company agrees to compensate Artist as follows:  
TOTAL FEE (if any): \$ \_\_\_\_\_  
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  
WEEKLY COMPENSATION (if any): \$ \_\_\_\_\_
3. PENSION AND HEALTH: Theatre/Producer/Production Company shall make a Pension contribution and Health contribution per Article VII (Associate/Assistant Directors and Choreographers) to the SDC-League Pension and Health Funds. Such contributions shall be due prior to the first performance.
4. This Agreement incorporates Articles IX (Disputes) and Schedule E (Transportation & Per Diem) of the SDC/ CORST Agreement dated January 1, 2024.
5. Dues Check-Off: SDC dues assessment of 3% shall be deducted from all compensation earned by the Artist and submitted to SDC by the CORST Theatre no later than seven days after the first performance.
6. The Theatre will bill the Associate/Assistant and include biographical notes on the Associate/Assistant, with the position to be negotiated in good faith.
7. RIDERS: Additional riders to be attached to each copy of this Agreement.

Accepted:  
ARTIST  
(Signature) \_\_\_\_\_  
(Please type name) \_\_\_\_\_  
Date \_\_\_\_\_  
Address \_\_\_\_\_  
Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Email Address \_\_\_\_\_  
Social Security No. \_\_\_\_\_  
Member of SDC in Good Standing: yes  no

Theatre must sign contract first:  
THEATRE/PRODUCER/PRODUCTION COMPANY  
By (Signature) \_\_\_\_\_  
(Please type name) \_\_\_\_\_  
Date \_\_\_\_\_  
Address \_\_\_\_\_  
Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Email Address \_\_\_\_\_  
Employer Registration No. \_\_\_\_\_

-select one- Copy

Revised 12/19/2023

**CORST Associate/Assistant**

## SCHEDULE G: CORST MEMBERS AND STAGE CATEGORIES

<b>Seasonal Average weekly BO Gross</b>	<b><u>Category</u></b>
\$124,637 and above	X
\$85,689-\$124,646.99	Y
\$54,531-\$85,688.99	Z
less than \$54,530.99	ZZ

<b><u>THEATRES</u></b>	<b><u>Category</u></b>
Barnstormers	ZZ
New Hope Productions	Z
Maine State Music Theatre	X
Mountain Playhouse	Z
Peterborough Players	ZZ
Williamstown Theatre Festival, Main Stage	X
Williamstown Theatre Festival, Nikos	Z