

*Outdoor Musical Stock Theatres*

*and the*

*Stage Directors and  
Choreographers Society, Inc.*

*COLLECTIVE BARGAINING AGREEMENT*

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*February 1, 2024-January 31, 2029*



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AGREEMENT made as of February 1, 2024, between the STAGE DIRECTORS AND CHOREOGRAPHERS SOCIETY, INC. ("SDC"), having its principal office at 321 West 44<sup>th</sup> Street, Suite 804, New York, NY 10036, and the Outdoor Musical Stock Theatres ("OMS" Theatres) c/o Kwofe Coleman, Municipal Theatre Association of St. Louis ("The MUNY"), #1 Theatre Drive , St. Louis, MO 63112, hereinafter referred to as the "Theatre."

## **I. THE PARTIES**

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

## **II. RECOGNITION**

- A. The Theatre recognizes SDC as the exclusive representative of all Directors, Choreographers and Director-Choreographers employed by the Theatre for the purposes of collective bargaining and the administration of matters within the scope of this Agreement. Except as otherwise provided in this Agreement, the Theatre retains the right to manage, control, and direct its Theatre and all of its productions.
- B. SDC Members hired as Associate/Assistant Directors and/or Choreographers shall be employed pursuant to the terms of Article VII.

## **III. UNION SECURITY**

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

- b. Reasonable initiation fee.

#### **IV. CONTRACT**

- A. Theatres employing Directors, Choreographers or Director-Choreographers will use the SDC form of employment contract annexed hereto as Schedule G.
- B. Theatres employing SDC Members as an Associate and/or Assistant Director/ Choreographer shall file the SDC Associate Contract Form annexed hereto as Schedule H.
- C. Contracts must be signed and filed with SDC as follows:
  - 1. The Director, Choreographer, Director-Choreographer or Associate/Assistant will keep one copy and file one copy with SDC within five days after signing; and
  - 2 The Theatre will keep one copy and file one copy with SDC within five days after signing or prior to first rehearsal, whichever first occurs.
  - 3. One copy is for the agent or attorney of employee.
  - 4. 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, Director-Choreographer, or Associate/Assistant or their designated representative by certified mail or email, that, if the contract is not signed and returned to the Theatre within a specified period (but not less than three business days after receipt of such notice), the contract is null and void.

#### **V. CONDITIONS OF EMPLOYMENT**

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

Agreement without the approval of SDC, except that nothing in this Agreement shall prevent the Director, Choreographer or Director-Choreographer from obtaining better terms and conditions than herein provided.

- C. The applicable provisions of this Agreement and the schedules annexed hereto, shall be deemed incorporated in the individual contracts of employment between the Theatre and the Director, Choreographer and/or Director-Choreographer.

**VI. NON-APPLICABILITY**

An individual employed by the Theatre as its manager or producer who simultaneously acts as Director, Choreographer or Director-Choreographer and who is not a member of SDC shall not be covered by this Agreement and will not be required to become a member of SDC. However, if such person was previously a member in good standing of SDC, the Director, Choreographer and/or Director-Choreographer shall be covered by this Agreement. SDC members on honorable withdrawal or suspended status shall be required to reactivate their membership in good standing.

**VII. ASSOCIATE/ASSISTANT DIRECTORS AND CHOREOGRAPHERS**

- A. When the Theatre hires an SDC Member as an Associate and/or Assistant to the contracted Director, Choreographer or Director-Choreographer, the Theatre shall 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. Fee/royalties shall be negotiated in good faith between the Associate/Assistant and the Theatre
- 2. A one-time health contribution to the SDC-League Health Fund as follows:

2024	\$225
2025	\$250
2026	\$275
2027	\$325
2028	\$375

3. A one-time pension contribution to the SDC-League Pension Fund as follows:

2024	\$225
2025	\$250
2026	\$275
2027	\$325
2028	\$375

- 4. OMS Disputes provision - Article IX
- 5. OMS Transportation & Per Diem provision – Schedule E
- 6. Billing and biographical notes to be negotiated in good faith between the Associate/Assistant and the Theatre
- 7. Dues check off for the 3% assessment, or the prevailing rate as SDC shall lawfully establish, on all compensation.

B. Reference to SDC Members in this Agreement shall not include Associate Members.

### **VIII. ADDITIONAL/SPECIAL CHOREOGRAPHY**

In the event that a Theatre hires a Choreographer to provide Specialty or Additional 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:**

If 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 & C respectively, the Theatre may also employ one or more additional Choreographers for no more than six (6) consecutive or non-consecutive days and compensate each additional Choreographer as follows, according to the number of days or parts of any days prior to the first paid public performance in which they shall be required to render any choreographic services ("Choreographic Work Days").

**B. Minimum Fees:**

For each day or part thereof, Choreographers shall receive the daily rate



(no less than one-ninth (1/9<sup>th</sup>) of the minimum Choreographer salary). If the number of days worked exceeds six (6) days, a full Choreographer contract must be filed.

**C. Weekly Royalties:**

- i. For one (1) to three (3) days worked, 25% of the weekly royalty shall be due.
- ii. For four (4) to six (6) days worked, 50% of the weekly royalty shall be due.
- iii. For more than six (6) days worked, 100% of the weekly royalty shall be due.

**D. Pension:**

Pension shall be 10% of all salary and royalty payments paid or payable to the Choreographer.

**E. Health:**

1. For one (1) to three (3) days worked, 10% of the health contribution amount shall be due.
2. For four (4) to six (6) days worked, 50% of the health contribution amount shall be due.
3. For more than six (6) days worked, 100% of the health contribution amount shall be due.

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

G. 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.

## **IX. NO STRIKE, NO LOCKOUT**

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

## X. DISPUTES

- A. In the event that any dispute concerning the interpretation or application of this Agreement (including all schedules and riders annexed hereto) or any employment contract between the Director, Choreographer or Director-Choreographer and the Theatre arises between SDC and the Theatre or between the Director, Choreographer or Director-Choreographer and the Theatre, SDC and the Theatre will promptly attempt to settle the matter amicably.
- B. If the dispute is not resolved pursuant to paragraph (A) above, it may be submitted by either party to a Grievance Committee, consisting of up to three (3) representatives of SDC and up to three (3) of the Theatre. In rendering decisions, SDC's representatives and the Theatre's representatives shall each cast, in the aggregate, one (1) vote. A decision of the Committee on a grievance or a dispute shall be final and binding on the parties only if there are two (2) concurring votes.
- C. If the parties are unable to settle the dispute, either party may demand arbitration, which shall be conducted in accordance with the provisions set forth below:
  1. SDC shall act as and be deemed to be the sole and exclusive agent for Directors, Choreographers or Directors-Choreographers in all such disputes and arbitrations arising therefrom. Unless otherwise expressly provided in the employment contract, Directors, Choreographers or Directors-Choreographers waive any and all remedies, rights and procedures against the Theatre on account of such disputes except as herein above provided.
  2. Arbitration hereunder shall be conducted by one arbitrator in the City of New York. The parties will have ten days from the notification by one to the other of a demand for arbitration in which to select an arbitrator mutually satisfactory to them and if such arbitrator is not so selected, then either party may submit the dispute to arbitration before the Federal Mediation and Conciliation Service in Washington DC, under its rules governing labor arbitrations.
  3. The costs of the arbitration shall be shared equally by the parties to the arbitration.
  4. Determinations by arbitrators hereunder shall be final and binding upon the parties, but shall not amend this Agreement in any way.

## **XI. PAYMENT (DEFINITIONS)**

- A. "Initial rehearsal period" means the first day of rehearsal and the following consecutive calendar days immediately preceding and including the opening performance.
- B. All annual increments in salary, royalty, pension and/or health, as provided in the annexed schedules, shall commence as of February 1 of each year.

## **XII. PAYMENT (SALARY)**

- A. Salaries shall be paid to Directors, Choreographers or Directors-Choreographers in amounts no less than as provided in Schedules A, B, and C, annexed hereto.
- B. One-third (1/3) of the salary is to be paid to the Director, Choreographer or Director-Choreographer within two weeks of signing the contract; one-third (1/3) is to be paid by the first day of rehearsal; and one-third (1/3) is to be paid prior to the first public performance. If a Director, Choreographer or Director-Choreographer terminates their employment or fails to provide the services commensurate with the payment(s) received according to the above schedule, the Director, Choreographer or Director-Choreographer shall be responsible to remit any such excess payment to the Theatre.
- C. The Theatre shall deduct union dues assessments of 3% of the salary earned and remit same to SDC no later than fourteen (14) days after the final payment is due, provided that the Director, Choreographer or Director-Choreographer has executed a lawful deduction authorization.
- D. Should a production be postponed, suspended, or abandoned, the Director, Choreographer, or Director-Choreographer shall be entitled to receive their salary as it is due, as specified in this Article.

## **XIII. Payment (Royalties)**

- A. Royalties shall be paid to Directors, Choreographers or Directors-Choreographers beginning with the first week of performances in the amounts provided in Schedules A, B, and C, annexed hereto.
- B. For any week with fewer than five (5) performances, royalties may be pro-rated based on seven (7) performances. Notwithstanding the foregoing, total royalty compensation paid to Directors, Choreographers, or Director-

Choreographers per production shall not equal less than the amounts provided in Schedules A, B, and C.

- C. Additional royalties shall be paid at the rate of one-eighth (1/8) the weekly royalty for each performance more than eight (8) in one week.
- D. Royalties shall be paid prior to the first day of each week of performances of the production for which royalties are payable. Royalty payments shall be paid directly to the Director, Choreographer or Director-Choreographer.
- E. A 'week' shall be defined as Monday through Sunday for the purposes of royalty calculations under this Agreement.
- F. The Theatre shall deduct union dues assessments of 3% 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.

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

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

#### **XV. SECURITY**

- A. Should any Theatre default in payments to or on behalf of a Director, Choreographer, and/or a Director-Choreographer, SDC shall give prompt notice thereof to the Theatre. Should the default not be cured within thirty (30) days of receipt of such notice, the Theatre shall be required to post a security bond for the subsequent production produced by the defaulting Theatre. Such bond amount shall be a sum of money (or equivalent security satisfactory to SDC) equal to two weekly minimum Director's royalty payments plus two weekly minimum Choreographer's royalty payments. Such bond shall be remitted to SDC no later than two weeks prior to the start of any rehearsal for the subsequent production.

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

## **XVI. ADDITIONAL REHEARSALS AFTER OPENING**

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

## **XVII. TRANSFERS WITHIN OMS**

- A. In the event of the transfer of the same physical production requiring the services of a Director, Choreographer or Director-Choreographer, the original Director, Choreographer or Director-Choreographer shall be afforded the first option to perform such services, subject to the following:
  - 1. The Theatre shall notify the Director, Choreographer or Director-Choreographer and SDC of such option, including the dates on which their services shall be required. The Director, Choreographer, or Director-Choreographer shall have seventy-two

hours after such notice has been received in which to exercise such option by e-mail.

2. If notice that such right has been exercised has not been actually received by the Theatre within such seventy-two hour period, the Director, Choreographer or Director-Choreographer having such right, as the case may be, shall be deemed to have waived such right.

B. Transfers within OMS

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

C. Transfers to OMS

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

#### XVIII. MULTI-THEATRE OPERATION

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

## **XIX. PRIMARY RESPONSIBILITY**

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

## **XX. DISMISSAL**

No Director, Choreographer or Director-Choreographer shall be dismissed without full payment of salary and royalty and pension and health benefits, as these may accrue, except where the Director, Choreographer or Director-Choreographer is guilty of breach of contract.

## **XXI. 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. OMS 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, Choreographers and/or Director-Choreographers engaged by OMS Theatres.
- D. SDC shall not discriminate against any member or applicant for membership 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.
- E. OMS and SDC reaffirm their commitment to encourage and expand employment of ethnic minority, female and Directors, Choreographers, and/or Director-Choreographers with disabilities 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 the Theatre has furnished to SDC the Theatre's Non-Discrimination and Anti-Harassment Policy. The 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 the Theatre's policy, the 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. To the extent not expressly provided for under such policies, in the event that an individual files a complaint pursuant to a Theatre'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 Theatre's Non-Discrimination and Anti-Harassment Policy, the Theatre 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.

## **XXII. SAFETY AND HEALTH**

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

## **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, and generally fulfill the artistic, planning, and production contributions commonly within the scope of the respective functions of Director, Choreographer or Director-Choreographer. In addition, the Director, Choreographer or Director-Choreographer will do nothing of such public and scandalous nature as to embarrass or otherwise bring disrepute to the Theatre. The producer shall be entitled to the exclusive services of the Director, Choreographer or Director-Choreographer from the first scheduled rehearsal through opening night. Nothing in this provision shall be construed to limit the Director, Choreographer or Director-Choreographer's rights under the National Labor Relations Act, Section 7.
- B. Consultation Before Opening:

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

### **XXIII. BILLING**

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

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

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

#### **XXIV. BIOGRAPHICAL NOTES**

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

#### **XXV. SEATS**

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

#### **XXVI. ELECTRONIC RIGHTS**

- A. Theatre shall not film, televise, or otherwise reproduce complete or partial performances of Theatre's production of the play, or authorize or permit others to do the same, without first negotiating and executing a written agreement with the Director, Choreographer, or Director-Choreographer

providing for mutually agreeable terms to the Director, Choreographer or Director-Choreographer with respect thereto. Payments shall be made to the Director, Choreographer or Director-Choreographer of no less than 5% of the total payments received by the Theatre from the electronic company.

- B. If the presence of the Director, Choreographer or Director-Choreographer is required at the theatre or studio in which any reproduction is to be taped, filmed, televised, or recorded, the Director, Choreographer and/or Director-Choreographer shall receive additional compensation equal to no less than 1/9 of their contractual salary for each day or part thereof their presence is required.
- C. If a production is reproduced in one or more forms as described above, the Director, Choreographer or Director-Choreographer shall receive billing as follows: "This production was directed/choreographed for the stage by \_\_\_\_\_"
- D. The Theatre shall provide, free of charge, the Director, Choreographer or Director-Choreographer with a copy of the production script and a videotape of the production, if one is made, at the completion of the run of the play, the latter subject to the approval of AEA.
- E. The foregoing Sections A, C and D shall not be applicable when only a portion of the production is being reproduced solely for use in advertising, promotion or news purposes, said portion of the production not to exceed three (3) minutes, or if more than one portion of the 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.
- F. Subject to the conditions listed below, capture may be made of rehearsals for promotional purposes. 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 and/or Director-Choreographer's image shall not be used for any type of broadcast or non-broadcast release without the written or oral permission of the Director, or Choreographer or Director-Choreographer.

1. For the purposes of this provision, starting with the first day of rehearsal through the official opening, or one week following the first paid public performance, whichever is earlier, regularly scheduled rehearsals may be captured for up to four (4) consecutive or nonconsecutive hours for each ten (10) day rehearsal period.
  2. The date, time, and content of material to be captured shall be subject to consultation with the Director, Choreographer and/or Director-Choreographer.
  3. The Theatre shall endeavor to arrange the capture process so that it shall not prevent the Director and/or Choreographer from providing the services for which the Director, Choreographer and/or Director-Choreographer has been engaged by the Theatre
  4. The Theatre shall make every reasonable effort to give the Director, Choreographer and/or Director-Choreographer 48 hours' notice and give notice if the time of capture changes.
  5. This provision shall exclude any video or audio recording by mounted camera during the rehearsal process to assist in the expedition of the rehearsal process. Any material captured as a result of this process shall be deleted upon the final performance day of the production.
- G. The Director, Choreographer, and/or Director-Choreographer shall receive billing on the Theatre's website show page, and anywhere billing is given to any other member of the creative team with the exception of the author(s). Inadvertent omission of any of the requirements herein shall be rectified upon notifications, but, in any event, shall not be considered a material breach of this Agreement.
- H. Understanding that unauthorized duplication of OMS productions is an issue for producers and artists alike, the parties of this agreement agree to the following statement:
- "This confirms that OMS and SDC share a strong mutual interest in preventing any unauthorized stage reproductions of the direction and choreography or any unlawful use of captured materials, and that OMS theatres, SDC and its members have taken and will continue to take appropriate action to advance that interest."

## **XXVII. SOCIAL SECURITY/UNEMPLOYMENT INSURANCE**

- A. The Theatre shall comply with all laws regarding the payment of taxes and payments required to be paid by employers under the provisions of laws commonly known and designated as Social Security Acts or Laws.
- B. If the services of the Director, Choreographer or Director-Choreographer are not subject to the compulsory provisions of an unemployment compensation (insurance) law of any state, then the Theatre hereby agrees to cover the Director, Choreographer or Director-Choreographer and pay contributions on the earnings of the Director, Choreographer or Director-Choreographer under the elective provisions of the unemployment insurance law of the State of New York. If the Theatre is not eligible to come under New York State Unemployment law, then it will elect to come under the unemployment compensation (insurance) law of the state of the Director's, Choreographer's or Director-Choreographer's residence or of the state where the contract of employment was made.
- C. The Theatre agrees to execute and file the necessary forms required by the state unemployment compensation (insurance) law under which it elects to cover the Director, Choreographer or Director-Choreographer and shall notify the Director, Choreographer or Director-Choreographer of its election.
- D. The Theatre agrees to furnish its unemployment registration number to the Director, Choreographer or Director-Choreographer and to SDC, if so requested.
- E. It is expressly agreed that non-profit organizations, regardless of their tax-exempt status, will secure unemployment insurance coverage pursuant hereto.

## **XXVIII. PAYMENT (OUT-OF-POCKET EXPENSES)**

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

## **XXIX. Term**

This Agreement shall be effective as of February 1, 2024, and remain in effect until January 31, 2029, when it shall terminate.

### **XXX. 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.

### **XXXI. Superseding Agreement**

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

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



### XXXIII. SDC Logo

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

### XXXIV. OMS TOURS

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

- A. Fees shall be paid to the Director, Choreographer, and/or Director-Choreographer at the applicable OMS rates as stated in Schedules A, B, and C, annexed hereto. Such payments shall be pursuant to ARTICLE X (Salary).
  1. If a tour that had been discontinued or suspended is scheduled to resume performances and requires the services of a Director, Choreographer, or Director-Choreographer, the original Director, Choreographer, or Director-Choreographer shall be afforded the first option to perform such services, subject to the following:
    - a. The Theatre shall notify the Director, Choreographer or Director-Choreographer and SDC of such option, including the dates on which their services shall be required. The Director, Choreographer, or Director-Choreographer shall have three business days after such notice has been received in which to exercise such option.
    - b. If notice that such right has been exercised has not been actually received by the Theatre within three business days, the Director, Choreographer or Director-Choreographer having such right, as the case may be, shall be deemed to have waived such right.
    - c. If a Director, Choreographer, or Director-Choreographer is required to participate in rehearsals, the Director, Choreographer and/or Director-Choreographer shall be compensated at the "daily rate" of one-ninth (1/9) of the contractual salary as specified in Schedules A, B, and C. In the event that additional rehearsals require ten (10) days or more, it will be considered a new production and a full contract shall be required.

- d. The original Director, Choreographer, or Director-Choreographer shall in all events receive a weekly royalty of no less than the applicable royalty amounts specified in this Agreement.
  - e. In all events the original Director, Choreographer, or Director-Choreographer shall be consulted regarding the casting, understudies, cast replacements, and stage manager for the continuation of a tour.
- 2) The Theatre shall deduct union dues assessments of 3% of all compensation paid to the Director, Choreographer, and Director-Choreographer and remit same to SDC no later than fourteen (14) days after the payments are due to the Director, Choreographer, and Director-Choreographer.
- B. Royalties shall be paid to the Director, Choreographer, and Director-Choreographer at the applicable OMS rates set forth in Schedules A, B, and C, annexed hereto. Such payments shall be pursuant to ARTICLE XI (Royalties). Commencing with the 16<sup>th</sup> week of a tour, the weekly guarantee royalty payment shall be equal to 150% of the applicable royalty amounts as stated in Schedules A, B, and C:

Director	Effective 2/1/24	\$2,375
	Effective 2/1/25	\$2,470
	Effective 2/1/26	\$2,569
	Effective 2/1/27	\$2,697
	Effective 2/1/28	\$2,805
Chor.	Effective 2/1/24	\$2,140
	Effective 2/1/25	\$2,226
	Effective 2/1/26	\$2,315
	Effective 2/1/27	\$2,431
	Effective 2/1/28	\$2,528
Dir-Chor.	Effective 2/1/24	\$4,516
	Effective 2/1/25	\$4,696
	Effective 2/1/26	\$4,884
	Effective 2/1/27	\$5,128

Effective 2/1/28 \$5,333

- C. Pension contributions for OMS tours
  - a. The Theatre shall pay to the SDC-League Pension Fund an initial Pension contribution of \$2,750 on behalf of each Director and Choreographer. Effective February 1, 2027, The Theatre shall pay to the SDC-League Pension Fund an initial Pension contribution of \$3,000 on behalf of each Director and Choreographer.
  - b. The Theatre shall pay to the SDC-League Pension Fund an initial Pension contribution of \$4,750 for each Director-Choreographer. Effective February 1, 2027, The Theatre shall pay to the SDC-League Pension Fund an initial Pension contribution of \$5,000 on behalf of each Director-Choreographer. Such pension payment shall be due to the SDC-League Pension Fund no later than the first performance.
  - c. Beginning with the 16<sup>th</sup> performance week of a tour, the Theatre shall contribute weekly to the SDC-League Pension Fund the following amounts for each Director and Choreographer employed on a tour:

2024	\$195
2025	\$195
2026	\$195
2027	\$215
2028	\$215

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

2024	\$385
2025	\$385
2026	\$385
2027	\$425
2028	\$425

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

- D. Health contributions for OMS tours

The Theatre shall pay to the SDC-League Health Fund an initial Health contribution of \$2,000 on behalf of each Director, Choreographer, and

Director-Choreographer employed. Such health payment shall be due to the SDC-League Health Fund no later than the first performance.

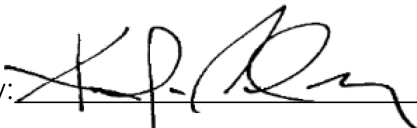
- a. Beginning with the 16th performance week of a tour, the Theatre shall contribute weekly to the SDC-League Health Fund the following amounts for each Director, Choreographer, and Director-Choreographer employed on a tour:

2024	\$175
2025	\$180
2026	\$185
2027	\$190
2028	\$200

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

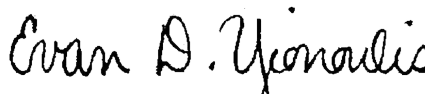
IN WITNESS WHEREOF, the parties hereto have signed this Agreement the date and year first above written.

MUNICIPAL THEATRE ASSOCIATION OF ST. LOUIS

By:  \_\_\_\_\_  
Kwofe Coleman, President and CEO

Date: 08/06/2024

STAGE DIRECTORS AND CHOREOGRAPHERS SOCIETY

By:  \_\_\_\_\_  
Evan Yionoulis, President

Date: 8/7/24

## SCHEDULE A DIRECTOR MINIMUM FEES AND ROYALTIES

(Directors)

### I. Salaries:

Directors shall receive as salaries no less than the following:

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

Effective 2/1/24	\$8,147
Effective 2/1/25	\$8,473
Effective 2/1/26	\$8,812
Effective 2/1/27	\$9,253
Effective 2/1/28	\$9,623

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

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

### II. Royalties

Directors shall receive a royalty for each week of performance from the Theatre where performed in the following amounts\*:

Effective 2/1/24	\$1,583
Effective 2/1/25	\$1,646
Effective 2/1/26	\$1,712
Effective 2/1/27	\$1,798
Effective 2/1/28	\$1,870

*\*For any week with less than five (5) performances, royalty may be pro-rated based on seven (7) performances. Notwithstanding the foregoing, total royalty compensation paid to Directors per production shall not equal less than the amounts provided above.*

**SCHEDULE B CHOREOGRAPHER MINIMUM FEES AND ROYALTIES**  
**(Choreographers)**

**I. Salaries:**

Choreographers shall receive as salaries no less than the following:

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

Effective 2/1/24	\$6,921
Effective 2/1/25	\$7,198
Effective 2/1/26	\$7,486
Effective 2/1/27	\$7,860
Effective 2/1/28	\$8,174
  
- B. For each day in excess of ten in the initial rehearsal period and for each day of rehearsal thereafter for restaging, cast replacement, or otherwise called by the Theatre or producer: one ninth (1/9) of the contractual salary.
  
- C. Upon the mutual agreement of the Theatre and the Choreographer, the Theatre will hire an assistant for the Choreographer to assist them in rehearsals.
  
- D. For each day of rehearsal, if any, prior to the initial rehearsal period: one-ninth (1/9) of the contractual salary. Such rehearsal days, if known, shall be specified on the individual contract form at the time of signing, if possible. If such rehearsal days are scheduled after the time of signing, the Theatre shall submit to SDC a contract addendum stating such dates and that compensation will be paid/ has been paid to the Choreographer. The Theatre shall be responsible for pension payment on behalf of the Choreographer for such compensation.

**II. Royalties**

Choreographers shall receive a royalty for each week of performance from the Theatre where performed in the following amounts\*:

Effective 2/1/24	\$1,427
Effective 2/1/25	\$1,484
Effective 2/1/26	\$1,543
Effective 2/1/27	\$1,620
Effective 2/1/28	\$1,685

*\*For any week with less than five (5) performances, royalty may be pro-rated based on seven (7) performances. Notwithstanding the foregoing, total royalty compensation paid to Choreographers per production shall not equal less than the amounts provided in Schedules A, B, and C.*



## SCHEDULE C DIRECTOR-CHOREOGRAPHER MINIMUM FEES AND ROYALTIES

### (Directors-Choreographers)

#### I. Salaries:

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

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

Effective 2/1/24	\$15,068
Effective 2/1/25	\$15,671
Effective 2/1/26	\$16,298
Effective 2/1/27	\$17,113
Effective 2/1/28	\$17,798
- B. For each day in excess of ten in the initial rehearsal period and for each day of rehearsal thereafter for restaging, cast replacement, or otherwise called by the Theatre or producer: one ninth (1/9) of the contractual salary.
- C. The Theatre will hire an assistant for the Director-Choreographer to assist them during the initial rehearsal period. Such assistant shall have the approval of the Director-Choreographer, not to be unreasonably withheld.
- D. For each day of rehearsal, if any, prior to the initial rehearsal period: one-ninth (1/9) of the contractual salary. Such rehearsal days, if known, shall be specified on the individual contract form at the time of signing, if possible. If such rehearsal days are scheduled after the time of signing, the Theatre shall submit to SDC a contract addendum stating such dates and that compensation will be paid/ has been paid to the Director-Choreographer. The Theatre shall be responsible for pension payment on behalf of the Director-Choreographer for such compensation.

#### II. Royalties

Director-Choreographers shall receive a royalty for each week of performance from the Theatre where performed in the following amounts\*:

Effective 2/1/24	\$3,010
Effective 2/1/25	\$3,130
Effective 2/1/26	\$3,255
Effective 2/1/27	\$3,418

Effective 2/1/28                      \$3,555

*\*For any week with less than five (5) performances, royalty may be pro-rated based on seven (7) performances. Notwithstanding the foregoing, total royalty compensation paid to Director-Choreographers per production shall not equal less than the amounts provided above.*

## SCHEDULE D PENSION AND HEALTH

### Pension

No later than seven days after the final performance of each production, the Theatre shall pay to the SDC-League Pension Fund an amount equal to ten percent (10%) of all salary and royalty paid or payable to the Director, Choreographer or Director-Choreographer.

Effective February 1, 2027, no later than seven days after the final performance of each production, the Theatre shall pay to the SDC-League Pension Fund an amount equal to eleven percent (11%) of all salary and royalty paid or payable to the Director, Choreographer or Director-Choreographer.

### Health

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

Effective February 1, 2024	\$1,525
Effective February 1, 2025	\$1,600
Effective February 1, 2026	\$1,700
Effective February 1, 2027	\$1,800
Effective February 1, 2028	\$1,900

## **SCHEDULE E TRANSPORTATION AND PER DIEM**

### Transportation and Per Diem:

- A. Round-trip transportation (no less than regularly scheduled economy class), baggage, taxi fares shall be furnished and/or paid for by the Theatre, in accordance with those in effect for the performers.
- B. In accordance with the foregoing rule, the Theatre will also furnish the Director, Choreographer or Director-Choreographer with other than local round-trip transportation for all pre-production conferences, auditions, rehearsals, including brush-up, cast replacement, and restaging rehearsals.
- C. If the Director, Choreographer or Director-Choreographer elects to use their own mode of transportation, the Director, Choreographer and/or Director-Choreographer shall be reimbursed for expenses up to but not to exceed the cost thereof required under A, above.
- D. If housing accommodations located for the Director, Choreographer or Director-Choreographer by the Theatre are more than 1/2 mile from the place of rehearsal and/or theatre, or if the Director, Choreographer or Director-Choreographer must travel more than 1/2 mile from such housing accommodations for food, laundry, or other living necessities, the Theatre shall provide transportation for the Director, Choreographer or Director-Choreographer therefor (other than scheduled public bus or similar public transportation), except that if the Director, Choreographer and/or Director-Choreographer uses their own vehicle, the Theatre shall not be required to reimburse them for the expense of such local use.
- E. The Theatre will pay the Director, Choreographer or Director-Choreographer no less than \$175 .00 per day for the first, second, and third years , \$180 per day for the fourth year, and \$185 for the fifth year, of this Agreement for expenses 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 the duties to be performed by such employee. In lieu of the above per diem payment, the Theatre may provide the Director, Choreographer or Director-Choreographer with a complimentary apartment or hotel suite with kitchen facilities plus \$105 per day for the first, second, and third years, \$110 per day for the fourth year, and \$115 for the fifth year of this Agreement.

- F. The foregoing provisions shall apply to trips outside the contractual rehearsal period pursuant to Schedule F.

## **SCHEDULE F NON REHEARSAL TRIPS AND CASTING**

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

# SCHEDULE G SDC/OMS FORM CONTRACT



321 W 44<sup>th</sup> Street Suite 804  
 New York, NY 10036  
 TEL: 212.391.1070 FAX: 212.302.6195  
 www.SDCweb.org

This contract must be signed and filed with SDC. Attach all riders to each copy. The Theatre and the Director/Choreographer each must file one copy of this contract and any riders with SDC within five business days after signing or prior to the first rehearsal, whichever first occurs. This contract may be filed electronically by sending to [Contracts@SDCweb.org](mailto:Contracts@SDCweb.org) or emailing your designated Contract Affairs Representative.

The following constitutes our Agreement:

- This contract is subject to all terms and conditions of the Collective Bargaining Agreement between SDC and Outdoor Musical Stock Theatres (OMS), dated February 1, 2024 (the "CBA"), and binds the Theatre/Producer to its terms for its duration.
- Theatre agrees to engage the services of (Artist) \_\_\_\_\_ as **Director-Choreogra** and Artist accepts such engagement with respect to the play entitled: \_\_\_\_\_  
 Artist's services shall be rendered during rehearsals of the play from \_\_\_\_\_ through \_\_\_\_\_ for a total of \_\_\_\_\_ rehearsal days.  
(starting date) (opening performance)
- 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 Artist hereunder, Theatre/Producer agrees to pay Artist the following:
 

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

 Theatre/Producer is authorized to send salary and royalty to: \_\_\_\_\_
- Artist authorizes Theatre to deduct three percent (3%) assessments from all monies earned under this Agreement, and the Theatre shall remit same to SDC as specified in the CBA indicated above.
- Theatre/Producer shall make pension and health contributions to the SDC-League Pension Fund and the SDC-League Health Fund as specified in the CBA indicated above.
- Riders (attach to each copy as needed):
- Any dispute arising out of this Agreement shall be settled by arbitration pursuant to the CBA indicated above.

DIRECTOR/CHOREOGRAPHER  
 (Signature) \_\_\_\_\_  
 (Please type name) \_\_\_\_\_  
 Date \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Social \_\_\_\_\_  
 Security No. \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Member of SDC Yes  No

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

**OMS**

Revised  
 1.31.24

# SCHEDULE H ASSOCIATE CONTRACT FORM



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

This contract must be signed and filed with SDC. Attach all riders to each copy. The Theatre and the Associate/ Assistant each must file one copy of this contract and any riders with SDC within five business days after signing or prior to the first rehearsal, whichever first occurs. This contract may be filed electronically by sending to Contracts@SDCweb.org or emailing your designated Contract Affairs Representative.

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 to the SDC-League Pension and Health Funds as indicated in the SDC-OMS Agreement dated February 1, 2024. 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/OMS Agreement dated February 1, 2024.
5. Dues Check-Off: SDC dues assessment of three percent (3%) shall be deducted from all compensation earned by the Artist and submitted to SDC by the RMT Theatre no later than seven days after the first performance.
6. Artist billing and biographical notes shall be subject to good faith negotiation between Artist and the OMS Theatre.
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 1.31.24

**OMS Associate/Assistant**



# SCHEDULE I EXTENDED ACTIVITY FORM

SDC-OMS Extended Activity Form  
 This form is to be submitted to SDC by the OMS Theatre as required under  
 Article XIV (Additional Rehearsals After Opening)  
 and Schedule F (Non Rehearsal Trips and Casting).

<b>A</b> OMS Production	<b>OMS Theatre:</b> _____ <b>Name of Play/Musical:</b> _____ <b>Name of Director/Choreographer/Director-Choreographer:</b> _____ <b>First Rehearsal:</b> _____ <b>Opening Performance:</b> _____ <b>Final Performance:</b> _____ <b>Contractual Fee: \$</b> _____												
<b>B</b> Extended Activity	<p style="text-align: center;"><b>Additional Rehearsals After Opening</b>  <b>Casting</b>  <b>Non Rehearsal Trip</b></p> <b>Post opening rehearsal / casting / or Non Rehearsal Trip dates:</b> _____ <b>Payment: \$</b> _____ SDC Dues assessment of three (3%) percent shall be deducted from all additional compensation earned by the Director, Choreographer, and Director-Choreographer and submitted to SDC by the Producer no later than one week after the deduction.												
<b>C</b> Signatures (must be signed by both parties)	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; border-bottom: 1px solid black; height: 20px;"></td> <td style="width: 20%; border-bottom: 1px solid black; height: 20px; text-align: center;"><small>SDC member</small></td> <td style="width: 40%; border-bottom: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="font-size: small;">Name of Director/Choreographer/Dir-Chor.</td> <td style="font-size: small;">SDC member signature</td> <td style="font-size: small;">Date</td> </tr> <tr> <td style="border-bottom: 1px solid black; height: 20px;"></td> <td style="border-bottom: 1px solid black; height: 20px; text-align: center;"><small>SDC member</small></td> <td style="border-bottom: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="font-size: small;">OMS Theatre</td> <td style="font-size: small;">Theatre Signature</td> <td style="font-size: small;">Date</td> </tr> </table>		<small>SDC member</small>		Name of Director/Choreographer/Dir-Chor.	SDC member signature	Date		<small>SDC member</small>		OMS Theatre	Theatre Signature	Date
	<small>SDC member</small>												
Name of Director/Choreographer/Dir-Chor.	SDC member signature	Date											
	<small>SDC member</small>												
OMS Theatre	Theatre Signature	Date											



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 www.SDCweb.org

rev.7/3/2024

SCHEDULE J OMS THEATRES  
OMS Member Theatre represented:

Municipal Theatre Association of St. Louis (MUNY)