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# **INDUSTRIAL SHOWS POLICY**

**AMENDMENTS TO THE INDEPENDENT THEATRE AGREEMENT**

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Effective November 2, 2009

**CANADIAN  
ACTORS'  
EQUITY  
ASSOCIATION**

The Artist shall be contracted on an Independent Theatre Agreement contract, and the following amendments shall be appended thereto as a standard Rider. No departures from the Independent Theatre Agreement, effective June 26, 2006, other than these amendments, will be recognized unless printed in the form of another rider, signed by both Artist and Theatre and approved by Canadian Actors' Equity Association ("Equity").

## A. 1. MINIMUM FEES

### 1. Point of Origin (In-Town) Fees

	<u>2009-2010</u>
<b>(a) Engagement Period of Two Weeks or More</b>	
Actor	\$1,295.00
Assistant Stage Manager	\$1,248.00
Stage Manager	\$1,771.00
<b>(b) Engagement Period of Seven Calendar Days</b>	
<b>Actor</b>	\$1,633.00
Assistant Stage Manager	\$1,573.00
Stage Manager	\$1,771.00
<b>(c) If Seven Calendar Days Engagement Contract Extended - Each extra day</b>	
Actor	\$458.00
Assistant Stage Manager	\$442.00
Stage Manager	\$530.00
<b>(d) Daily Rate - Actor, Assistant Stage Manager, Stage Manager</b>	
First Day	\$589.00
Each Day Thereafter	\$458.00
<b>(e) Models</b>	
Per Day	\$312.00
<b>(f) Vacation Pay for Stage Management</b>	

In addition to the minimum fees above, Artists engaged as Stage Managers and Assistant Stage Managers shall be paid vacation pay at the rate of four per cent (4%) of the contractual fee or at the rate set down under provincial law in the province of the Theatre should that rate be greater than four percent (4%).

### 2. Outside Point of Origin (Touring) Fees

When the Artists is required to travel outside the point of origin on an overnight tour, the fees specified above shall be augmented by a daily expense allowance. The per diem is not subject to deductions under Clause (4) below, however GST/HST is payable on per diem to the registered Artist. Per diem shall be paid at least one (1) week in advance of the week for which it is applicable. The per diem is one hundred and fifty-four dollars and fifty cents (\$154.50) (USD \$154.50 in the United States).

#### Supplied Accommodation

If hotel accommodation is supplied by the Theatre at no cost to the Artists, it shall only be of a quality acceptable to the Artist. If the accommodation is acceptable to the Artist, he/she shall also receive a daily expense allowance of ninety-three dollars (\$93.00) (USD \$93.00 in the United States). Except as specifically amended herein, the provisions of Clause 49:04 shall apply.

### 3. Engagement Week

An engagement week shall be defined as being from Monday through Sunday inclusive, unless other arrangements are made. The arrangements must be clearly defined in a rider to each individual Artist's contract, and Equity so advised.

### 4. Deductions for Benefits provided by Equity

The Theatre shall deduct the following amounts from the fees payable to the Artist for Equity member dues and benefits, and remit these amounts to Equity on a bi-weekly basis.

#### (a) Working Dues

The Theatre shall deduct from fees payable to the Artist and remit to Equity two per cent (2%) of the member's contractual fee for working dues.

**(b) Equity Member Benefits**

Equity provides benefits to its members, including but not necessarily limited to the provision of insurance and a group RRSP plan. The Theatre shall deduct from fees payable to the Artist and remit to Equity six percent (6%) of the Artist's contractual fee plus sixteen dollars (\$16.00) for each week of engagement (or part thereof).

**(c) Invoices**

Invoices for benefits remittances will be mailed to the Theatre in the first week after the commencement of work and every two (2) weeks thereafter. The invoices will cover two (2) week periods based on a Monday to Sunday work week or part thereof. The Theatre will correct any errors or omissions and remit payment to Equity within two (2) weeks of receipt of the invoice. Payments which do not reach the Equity office within twenty-five (25) days of the date of issue of the invoice will be assessed a two percent (2%) interest charge, compounded monthly.

**B. REHEARSALS, PERFORMANCES, AND WORK WEEK**

**1. Beginning of Rehearsals:**

Rehearsals begin on the date specified on the face of the Artist's contract of engagement. The term "rehearsal" shall include such related activities as read-throughs and note sessions, which shall be regarded as rehearsal time.

The Artist shall receive full contractual fee from the first date of rehearsal through the entire run of the production, whether or not actual rehearsals or performances are held.

**2. Fees, Pro Rata:**

At the opening of the rehearsal period, if the Artist who is contracted for a period of two (2) weeks or more is called upon to rehearse for a part of a week, up to four (4) days or less, the compensation shall be pro-rated, and the Artist paid one-sixth (1/6) of the weekly contractual fee for each day of rehearsal or part thereof plus for each day not worked in that engagement week, an additional two dollars and seventy-five cents (\$2.75) per day.

**3. Hours:**

No member of the cast shall rehearse more than seven out of ten consecutive hours per day, with a meal break of at least one (1) hour after a maximum of four (4) hours of rehearsal. Notwithstanding the above, rehearsal time may be ten (10) out of twelve (12) consecutive hours per day, with a meal break of at least two (2) hours after a maximum of five (5) hours of rehearsal, during any three (3) days preceding the day of the first performance.

**4.** Beginning with the first day of the first performance, the engagement week shall be thirty-two (32) hours, to be computed from the time of the call to dismissal. In the event that the rest period between dismissal and the following call is less than one (1) hour, said period shall be counted as part of the engagement week.

**5. Breaks:**

During each two (2) hour rehearsal period, there shall be a ten (10) minute rest break which may be given at any time during the said two (2) hour period.

**6. Rehearsals on a Performance Day:**

Except in the case of emergency rehearsals, there shall be no less than one and one-half (1-1/2) hours free before the half-hour call, during which time the Artist may not be called upon to perform any service whatsoever for the Theatre. In the event that the break between rehearsal and performance is less than one and one-half (1-1/2) hours, excluding the half-hour call, and except in the case of emergency rehearsals, the Artist shall be compensated as follows:

- (a)** For invasion of the first one-half (1/2) hour or part thereof, the Theatre shall provide and pay for a full dinner for the Artist.
- (b)** For invasion of the second one-half (1/2) hour or part thereof, the Artist shall invoice the Theatre for additional services at the rate of nineteen dollars (\$19.00), which shall be paid to the Artist in addition to providing the meal in (a) above.

- (c) For invasion of the third one-half (1/2) hour or part thereof (excluding the one-half (1/2) hour call) the Artist shall invoice the Theatre at the rate of forty dollars (\$40.00), which shall be paid to the Artist in addition to (a) and (b) above.

**7. (a) Overnight Rest Period**

There shall be a twelve (12) hour overnight rest period between the end of work on one day, and the beginning of work on the following day, except on the final day before the first performance, when there shall be a ten (10) hour rest period between the end of work on that day and the beginning of work on the next day. Should the Artist agree to provide services during these periods at the request of the Theatre, the Artist shall invoice the Theatre for additional services at the rate of thirty-six dollars (\$36.00) for the first one-half (1/2) hour or part thereof, and sixty-eight dollars and fifty cents (\$68.50) for each additional hour or part thereof.

**(b) Free Day**

A Free Day shall mean a period of time during which the Artist shall not be required to travel or perform any services or obligations for the Theatre whatsoever. There shall be one (1) Free Day during each engagement week. The Free Day must occur within the engagement week of which it is a part. Once the Free Day has been designated, it may be changed only upon giving Equity and the Artist at least seven (7) days' notice of such change.

In the point of origin, the said period of time shall commence at midnight and end at 9.00 a.m. of the second following day. Where the Theatre wishes the company to travel on its designated Free Day, the Artist may have to do so, provided that the following day is designated as a Free Day. For engagement periods of seven (7) calendar days or less, a Free Day is not required.

Rehearsals on Free Day: Should the Artist agree to provide services on the Free Day at the request of the Theatre, the Artist shall invoice the Theatre for additional services at the rate of ninety-five dollars (\$95.00) per hour or part thereof, and the minimum call shall be four (4) hours, whether or not the complete four (4) hour call is utilized.

**(c) Dress Rehearsals**

For all dress rehearsals, there must be a minimum half (1/2) hour call which shall be considered part of rehearsal time.

**(d) Understudy and Replacement Rehearsals**

The total weekly rehearsal time for understudies and replacements may not exceed the normal weekly maximum set forth in this Policy, and all such rehearsal time must be deducted from the normal rehearsal hours allowed during the week in which the rehearsals take place. Replacement rehearsals must be scheduled within the maximum rehearsal hours stipulated in this Policy. The Theatre shall provide adequate piano rehearsal for understudies and replacements.

**(e) Rehearsals in Locations Other than the Point of Origin**

On the day of arrival in a new location, there may be no rehearsals other than one (1) call not to exceed the running time of the production, to be used for adjusting to the new stage, provided that no rest period is invaded.

Providing there is a rest period of a minimum of twelve (12) hours after the arrival in a new location, normal rehearsal conditions shall apply, with the exception that no rehearsals shall begin before twelve noon of the day following arrival.

**(f) Rehearsals Discontinued or Show Abandoned**

If a show for which the Artist is engaged is discontinued or postponed, or if a production is abandoned before or during rehearsals, the Theatre shall pay the Artist two (2) weeks' contractual fee in addition to all other sums due to the Artist.

**(g) Voluntary Classes**

Artists may not attend "voluntary Classes" or "voluntary warm-ups" which involve the rehearsal of material from the production. In any event, the Theatre shall not require Artists to attend any "voluntary classes" or "voluntary warm-ups".

**(h) Absence Due to Illness or Accident**

- (1)** When the Artist shall have been absent for seven (7) consecutive days by reason of illness or accident, the Theatre may terminate the Artist's contract at the end of the said seven (7) days, effective immediately.
- (2)** This seven (7) day period shall be compensated at full contractual fee. The Theatre may, at its discretion, require the Artist to present a doctor's certificate.
- (3)** In the event of an incapacitating accident or illness, Equity consenting, the Theatre may replace the Artist immediately, but the Theatre shall be obliged to compensate the Artist for the full seven (7) days as above.
- (4)** When the Artist shall have been absent for seven (7) days by reason of accident involving "extraordinary risk", the Theatre may terminate the Artist's contract by giving the Artist two (2) weeks' notice. Equity may, at its discretion, upon appeal of the Theatre, reduce this period.

**(i) Travel Between Locations:**

Whatever time is required by the Artist to move from one rehearsal or performance location to another will be considered as rehearsal time, and must be paid for as such. If public transportation is not available, transportation must be provided by the Theatre if the distance is more than one (1) mile.

**8. Additional Services**

Except as otherwise specified elsewhere in this Policy, the applicable rate for additional services shall be fifty-one dollars (\$51.00) for the first hour or part thereof, and twenty-six dollars (\$26.00) for each subsequent one-half (1/2) hour or part thereof.

- 9.** In the case of an Artist on a seven (7) day contract, Clause B(3) above notwithstanding, there may be one (1) rehearsal day of ten (10) out of twelve (12) consecutive hours prior to the first public performance. Said rehearsal time shall not exceed forty-eight (48) hours in the seven (7) day period. For each hour or part thereof worked in excess of ten (10) hours out of twelve (12), or seven (7) out of ten (10) hours in any one (1) day, said performer shall invoice the Theatre for additional services at the rate specified in Clause B(8) above.

**10. Costume Calls**

Two (2) free two (2) hour costume calls shall be permitted in addition to the rehearsal period set forth above.

**C. THE THEATRE AGREES TO INCLUDE THE FOLLOWING NOTICE IN THEIR HOUSE PROGRAMS:**

"Name of Theatre" engages under the terms of the Industrial Policy, professional Artists who are members of Canadian Actors' Equity Association.

**D. STAGE MANAGERS**

There shall be at least one (1) Equity Stage Manager engaged for each company. The engagement of Assistant Stage Managers shall be at the discretion of the Theatre in consultation with the Stage Manager.

**E. CONTRACTS (SEE ARTICLES 35:00 AND 38:00 OF THE INDEPENDENT THEATRE AGREEMENT)**

The standard provisions governing termination shall apply to all contracts unless the contract is specifically amended to be a Guaranteed Engagement Contract in accordance with the provisions of Clause 35:03, except that the Artist's minimum contractual fee for such a contract must be no less than two hundred and twenty-seven dollars (\$227.00) per week above the minimum fee provided for in Clause A of this Policy. Engagement periods of two (2) weeks or less may not be designated as Guaranteed Engagement Contracts.

**F. DIRECTORS AND CHOREOGRAPHERS (REPLACES ARTICLES 60:00 AND 62:00)**

Directors and Choreographers engaged to direct and choreograph companies under the jurisdiction of Equity must be members of Equity and engaged according to terms and conditions no less favourable than those set out in this Clause.

## 1. Minimum Fees

In any situation where an Artist directs or choreographs a company under the jurisdiction of Equity, the minimum fee to cover all services, including casting, planning, and rehearsal, shall be as follows:

### 2009-2010

#### (a) Engagement Period of Seven (7) Days or Less

Director	\$5,605.00
Choreographer	\$2,824.00

#### (b) If Seven (7) Days Engagement Extended by a Further Seven (7) Days or Less

Director	\$2,824.00
Choreographer	\$1,894.00

## 2. Duties of a Director / Choreographer

The 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 Equity, abide by particular artistic policies of the management to which the Artist is contracted, and generally fulfill the artistic planning and production contributions commonly within the scope of the functions of a Director / Choreographer.

## 3. Consultation Before Signing

Before agreeing to direct or choreograph a production, a Director / Choreographer has the right to knowledge of, but not approval of, the following production arrangements: the name of the Stage Manager and plans for the crewing of the proposed production; the Theatre's arrangements with the author in regard to re-writes and the presence of the author at rehearsals; the proposed production budgetary limitations in some detail, and any change made in these limitations as soon as they are made; planned rehearsal production schedules, and the availability of all actors to rehearse; the proposed length of run of the production; and any casting and design decisions and any particular policies of the Theatre.

## 4. Consultation After Signing

Subsequent to the engagement of the Director / Choreographer, decisions regarding production and rehearsal schedules, casting, designer, scenery, lighting, and costuming will be made in consultation with the Director / Choreographer whenever possible.

## 5. Billing

The Director / Choreographer will receive billing in all publicity material (under Theatre's control) for the production that is prepared after the engagement of Director / Choreographer, wherever anyone other than the author is given billing, in size and position to be negotiated at the time of engagement.

## 6. Consultation After Opening

After the opening of the production, the work of the Director / Choreographer (including cast replacements) shall not be changed or deleted by the Theatre unless:

- (a) required by emergency, and the physical condition of the theatre necessitates changes and/or deletions,  
or
- (b) the Director / Choreographer is first consulted with respect to proposed changes.

## 7. Nature of Consultation

The consultations above provided for are advisory in nature, and to be seriously considered by the Theatre, but final decisions are reserved to the Theatre. Such consultations shall not be required if the Director or Choreographer is not readily available therefor.

## 8. Director / Choreographer's Royalty: Extension of the Run

Should the run of the production be extended beyond the proposed run of the production, such date to be specified on the engagement contract, then the Director / Choreographer shall be entitled to an additional fee or royalty which must be negotiated at the time of the engagement, and made part of the engagement contract. If no royalty is negotiated, the royalty payable shall be four per cent (4%) of the original contracted fee per week.

## 9. Custom of the Trade

It is recognized that the Director's / Choreographer's contribution to the production may be seen to be represented in part by the notations in the prompt book, and other tangible records of the production, and it is, therefore, agreed that the Director / Choreographer, as a contributor to the production, has the right of reasonable access to such records.

Any costs incurred under this determination shall be borne by the Director / Choreographer or such Artist's representative.

## 10. Termination

An individual Director's / Choreographer's Equity contract with a Theatre may be terminated by mutual consent of both parties in writing, and with the written agreement of Equity.

Where no mutual consent is reached, the contract may be terminated as follows:

- (a) By the Director / Choreographer, upon written notice to the Theatre, with payment to the Theatre of no less than the full face value of the contract.
- (b) By the Theatre, upon written notice to the Director / Choreographer, with payment to such Artist of no less than the full face value of the contract.

Copies of all notices of termination must be filed with Equity immediately.

## G. EXCLUSIONS

The following ITA articles and Clauses do not apply to Industrial Show engagements:

15:00	Company Categories
16:12	Term of Agreement
16:13	Point of Origin (Weekly Contractual Fees)
16:16	Additional Services Fees
16:17	Overnight Rest Period Infringement
18:52	Joint Production
21:04	Journeyman
21:05	Extras
22:00	Non-Members
24:00	Rehearsal Conditions
25:00	Costume Fittings
26:00	Performances
38:07	Termination of Run-of-the-Play Engagement Contract
42:00	Billing, Credits, and Photographs
49:02	Local and Overnight Touring
54:00	Joint Production
55:00	Theatre For Young Audiences
56:03	Musical Theatre - Extended Rehearsal Days
56:04	Musical Theatre - After Opening - Exceptions to Standard Rehearsal
57:00	Workshops and Readings
60:00	Directors
61:00	Fight Directors
62:00	Choreographers
63:05	Stage Managers - Staffing
63:19 (F)	Stage Managers - Overnight Rest

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# INDUSTRIAL SHOWS POLICY

## AMENDMENTS TO THE INDEPENDENT THEATRE AGREEMENT

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### Canadian Actors' Equity Association

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