

Engagement Contract Negotiation Resource

The Stage Management Committee has prepared this document for the convenience of members, and to serve as a negotiation resource. This is not a policy document, and is necessarily general in nature, in order to cover as many agreements and contractual situations as possible.

Here are a series of things you may want to think about when negotiating your next engagement contract. Some are situation specific, but most are broadly applicable. In many instances, you may want to consider the size of the theatre, and their ability to accommodate these requests. However, bear in mind that actors and directors ask for these improvements all the time, and theatres plan for this.

If an engager claims an inability to meet a higher monetary demand, then consider some other, easier improvement they might make. Additional comp tickets are frequently within the reach of most companies. How about a space in the parking lot? Even the smallest improvement helps convey the idea of your worth, and wake up the theatre to the fact that you *are* worth more to them than the average Joe/Jane on the street.

In compiling this list, we have not included many of the basic questions you will need to ask concerning working conditions, etc. The principal matter of concern here is remuneration (monetary and other) for your skill, expertise, hard work, extended hours, dedication, and long service to the company (as applicable).

Find out, delicately, if you are negotiating with the same person who handles negotiations with the actors. If you are, issues of equivalency are easier to bring forward. If not, it may be that the person negotiating your engagement contract really has no idea what additional benefits are offered to the actors. These people may require a bit of gentle education.

Have a prepared rider sheet that you can submit for inclusion in the contract after discussions are finalised. This is a nice touch; it takes some of the work off the Engager, and ensures that the terms are expressed in a clear manner that is acceptable to you. We have provided sample clauses below, but please feel free to alter any to suit your circumstances.

Money:

- Ask for more money. Have a specific figure in mind and suggest it. If you are just getting your feet wet in this area, consider rounding your salary up to the nearest \$50 or \$100 increment within reach.
- Find out whether you will be considered an employee or self-employed for payroll. If you have a preference, the theatre may be willing to consider a change. The CTA stipulates that stage management are to be engaged as employees, but most other agreements do not.

- Negotiate an appropriate fee for extra duties. A base rate is established in most agreements, but it is a *minimum*, not an unchangeable amount. It never hurts to see if the theatre will offer more, especially if you are fight captain, light board operator, driver, laundress and chief cook and bottle washer. Again, have a specific figure in mind, and do the math in advance to figure out what it should be. You should be able to explain your reasoning to the engager. When working out a fee, also stipulate a maximum number of hours per week that this fee will cover, if you expect that the hours may vary widely, or be completely unknown.

When you are discussing payment, walk the engager through the math, and gently remind them that additional duties must be completed within available prep time. If the extra duties are going to take longer than your unused prep each week, and they're offering you the base rate, the overtime may be far more costly than increasing your extra duties fee to suit.

If the theatre declines to offer you more money for additional duties, you should be scrupulous in documenting and booking overtime.

- Ask for an accommodation allowance. If faced with an assertion that they “do not do this for stage management”, ask if this is something that the actors will be receiving. They may not want to tell you, but it opens up the notion of equivalency, and you can pursue that angle. If you suspect that your cost of accommodation will be high, ask them for projected numbers *before* signing your contract.
- Do the same for *per diems* when on tour. Will what they are offering cover the cost of sleeping and living in city X? Once again, help them do the math, if need be. If certain cities cost more than the allowance, will there be a *per diem* top-up for those stops? Are the actors being paid for their accommodations? If so, why not you?

Work Hours and Duties:

- Will there be any additional duties? Ensure that they are listed in the contract. Offer to do up the list. When touring, make certain to detail any extraordinary responsibilities, such as arranging accommodation and transportation, preparing the itinerary, booking vehicles and flights etc. Media activities while on tour — co-ordinating on-the-road interviews, press conferences, photo shoots, etc. — can also be a time-consuming responsibility.
- Never agree to additional prep time without adequate recompense.

Personal Equipment and Vehicle:

- Be clear on whether the theatre expects you to use your own computer for a production. If you have to use yours (not by choice), ask them to pay a fee to cover the insurance, the paper and ink cartridges it will need. Failing this, arrange to buy a printer cartridge on the company account.

- Be clear on whether the theatre expects you to use your own cellphone for business purposes, particularly when on tour. If you have to use yours (not by choice), arrange terms for reimbursement.
- Clarify the rate of reimbursement for the use of your personal vehicle for business purposes, like picking up dry cleaning. Don't ask if you *will* be reimbursed; your car does not come "free" with the stage management package.

Touring:

- If the engager is supplying accommodation, ask for single accommodation. Similarly, gear your *per diem* discussion toward single accommodation, if that will be the standard for actors on the tour.
- Ask for single accommodation once per week as a minimum. Point out that, as a stage manager, there are some things that you need to do which require quiet or confidentiality. You also have to be up earlier than the cast, and generally end up returning to the hotel later after work.

Travel:

- Theatres are obliged to pay the travel expenses for getting to and from their "point of origin", the primary location of the gig. Clarify the rate of reimbursement for the use of your personal vehicle to get to the job location.
- Ask for return airfare home on hiatus weeks, if it's a tour.
- Ask for parking money when a car is the only way to get there on time.
- Ask for a cab chit (or reimbursement) for late tech nights when you would otherwise end up standing around a deserted bus stop, waiting for an all-night bus.

Staffing:

- Ask about the staffing; will you have an assistant / apprentice? Find out when they start. Consider asking for an earlier start date if you think it important.
- Ask for a say (mandated in the CTA and ITA) in the hiring of the ASM or apprentice.
- Ask about arrangements for an understudy SM / ASM, especially for long-running shows. Inquire about any vacation policy.
- Ask for time off for a special occasion. (children's first day of school, or your sister's wedding for which you are bridesmaid)

Press and Billing:

- Ask to be credited on the poster. If the entire company is on the poster, you should be listed there as well. This ought to be a minimum request for each

contract. If the theatre says 'yes', make sure the info gets to their publicity department.

- If it is to be a long-running project, ask for credit in the programme even after you have left the project. This recognises the fact that you did all the groundwork and provided all the paperwork. Likewise, ask for credit as the original stage manager if the show is remounted.
- If this is a new show, ask the theatre do their best to ensure you receive credit in any planned published version. Frequently the publisher turns to the theatre for information regarding first casts, production dates, etc.

Other issues:

- Ask for additional comps for the show, or for the company's other shows. This is a good item to request in lieu of higher payment elsewhere.

Sample Stage Management Engagement Contract Rider

(Your version of this should include only those items that pertain to your contract. Please feel free to adapt this to suit your own circumstances.)

Rider to the Contract between
_____ (the “Engager”) and _____ (the “Artist”)
for the production of

Money:

- The Engager agrees to pay the Artist the fee of _____ for each week of work. *This one item appears on the face of the contract, and should not be included only in a rider.*
- For this contract, the Artist will be engaged as an employee / self-employed contractor.
- The Engager agrees to pay the Artist the additional fee of _____ to cover the below-noted duties, to a maximum of _____ hours per week. Additional duties that require time beyond this limit will be subject to overtime payment with the approval of _____.
- The Engager will pay the Artist an accommodation allowance of _____ while outside the point of origin / _____ while in the point of origin.
- If single accommodation expenses in a given location exceed the per diem amount, the Engager will pay a per diem top-up for that location in the amount required to cover the cost.

Work Hours and Duties:

- The Artist will be required to perform the following Additional Duties: *(Be reasonably exhaustive in making up the list. Remember that not all agreements have a built-in catalogue of the stage management duties, and in those cases **any** duties beyond basic stage management things like running rehearsals, doing paperwork, etc. should be listed. Don't forget jobs like laundry that require substantial after-hours work.)*

Personal Equipment and Vehicle:

- The Engager will provide a computer for the use of the stage management team.
- The Artist will supply his/her own computer / printer for business use on this production. In consideration for this, the Engager will pay the Artist the fee of _____ / provide the following supplies: _____.
- The Artist will supply his/her own cellphone for business use on this production. The Engager will reimburse the Artist for cellphone expenses on the following terms:

_____ (log all calls and invoice at x¢ per minute, monthly reimbursement of service fees, etc.)

- The Engager will reimburse the Artist at the rate of _____ per kilometre, for all documented reasonable use of their personal vehicle for business purposes. The Artist will ensure in advance that any anticipated use meets the Engager's criteria for reasonable use for business purposes. The Engager may exclude any activity from consideration for reimbursement by providing an alternate means for it to be accomplished.

Touring:

- The Engager will provide adequate accommodation for the Artist at the Engager's expense, while the Artist is resident in _____ / on tour.
- Once per week, the Engager will provide a *per diem* top-up in the amount of _____ to permit the Artist to choose single accommodation.

Travel:

- The Engager will pay the Artist a personal vehicle reimbursement of _____ per kilometre, to enable the Artist to get to and from the point of origin.
- The Engager will cover the return travel cost for the Artist to return to their residence, when the show is on hiatus. (*Details*)
- The Engager will pay the Artist the amount of _____ per week as a local parking allowance.
- The Engager will provide parking for the Artist as follows: _____.
- The Engager will reimburse taxi transportation to the Artist's accommodation, when the workday extends past _____.

Staffing:

- The Engager releases the Artist from all duties on the following date: _____.
- The Engager will provide for a vacation period of _____ during the term of this contract, at a mutually agreeable and prearranged time.

Press and Billing:

- Where the Cast and Directorial and Design Teams for the production receive credit on posters and other promotional material for the show, the Engager will ensure that the Artist receives similar billing.
- If the production is extended, remounted, or reopened by the Engager, and the Artist is not available to be part of the production, the Engager will ensure that the Artist, as originating stage manager, receives appropriate acknowledgement in the programme for a period not to exceed _____ after their departure from the production.

- As this is a first production, if the Engager is approached for billing information for use in any eventual publication of the script, the Engager will do their best to ensure that the Artist receives appropriate credit in the publication.

Other:

- The Engager will provide the Artist with _____ complimentary tickets for this production, subject to availability.
- The Engager will provide the Artist with _____ complimentary tickets for their production of _____, subject to availability.