

# Stage Management Resource Document

## Application of Employment Standards to Overtime under the CTA/ITA

In 2006, the overtime situation for stage management members working under the Canadian Theatre Agreement (“CTA”) or Independent Theatre Agreement (“ITA”) changed in some important ways, with added recognition of applicable provincial employment standards (“ES”) legislation. The Stage Management Committee, with the assistance of staff, has compiled this resource document to answer many of the questions that members and theatres may have. **Although all references are to the CTA, what follows applies equally to stage managers working as employees under the ITA.**

Since ES legislation varies across the country, this summary cannot possibly address all circumstances. To complete the picture, members need to understand the specific provisions of ES legislation in the province in which the work is being done. Members can access an online list detailing ES legislation across the country, available from the Stage Management Committee page. Staff will gladly provide further details if needed.

### *Important!*

The Stage Management Committee has prepared this summary for the convenience of members. If any dispute arises citing any variation between this summary and the original CTA or ITA, the original printed copy of the CTA or ITA shall be considered the definitive version.

### **The CTA Overtime Rate vs. the ES Overtime Rate**

The CTA establishes overtime rates for most activities, including some for which ES legislation may not require the payment of overtime. *As of this writing*, the regular overtime rate is \$13.65 for the first half hour in the day, and \$17.00 for each half hour after that, for most Sector 1 (not-for-profit) theatres. Theatre for Young Audiences and Sector 2 (commercial) theatres have different rates. Please refer to Schedule ‘A’ of the Fee Booklet for full details on all of the current overtime rates.

In most case, the ES overtime rate is defined as:

weekly salary ÷ weekly hours that ES legislation allows before overtime is payable × 1.5

For example:

\$850/wk with a 44 hour threshold (e.g. Ontario, New Brunswick).....  $850 \div 44 \times 1.5 = \$28.98$

\$1050/wk with a 44 hour threshold (e.g. Ontario, New Brunswick).....  $1050 \div 44 \times 1.5 = \$35.80$

\$950/wk with a 40 hour threshold (e.g. Manitoba) .....  $1050 \div 40 \times 1.5 = \$39.38$

Note from these examples that the ES rate *may be either higher or lower* than the CTA rate. This difference is important.

### **How do I calculate overtime?**

If only one type of overtime applies, then the applicable rate is paid.

For example:

Excess rehearsal is worked, but the weekly ES threshold is not exceeded ..... CTA overtime is paid

There is no excess rehearsal, but the weekly ES threshold is exceeded..... ES overtime is paid

## How do I calculate overtime where both rates apply?

This is where things get complicated, because many weeks contain a combination of single applicability and double applicability.

For time periods where only one type of overtime applies, then the applicable rate is paid. For time periods where both types of overtime apply, *then only the higher rate is paid* (a.k.a. “no double-dipping”). It’s easiest to explain this through examples.

Case 1: For this example, we’ll assume that the stage manager has worked a basic 54-hour week, including 4 hours of cueing, that the salary is \$850/wk and that the overtime threshold is 44 hours. Let’s also assume that the hours broke down this way:

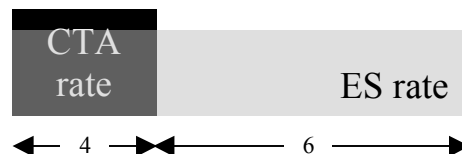
Rehearsal.....42 hours  
Prep .....8 hours  
Cueing .....4 hours

In this case, there would be no CTA overtime payable for the rehearsal hours, since these would not have exceeded the hours available for the actors. Nor would there be CTA overtime for the prep, since prep did not exceed the basic allowance.

CTA overtime would be payable for the 4 hours of cueing, since these would have exceeded the hours available for the actors. Therefore, CTA overtime for this week would be \$132.65 for four hours (1 half-hour at \$13.65 + 7 half-hours at \$17.00).

Since ES overtime is calculated on the *total* work hours per week, ES legislation would require payment for 10 hours. Four hours would already have been paid according to the CTA, and at a higher rate, so the remainder owing would be 6 hours at the ES rate, or \$173.88. Total overtime actually paid, from both sources, is \$306.53.

Graphically, the overtime payment for the week looks like this:



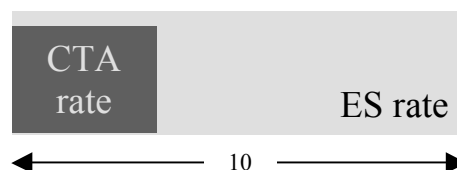
Case 2: Now consider the same week at a salary of \$1050/wk.

As before, CTA overtime would apply to the 4 hours of cueing, since these would have exceeded the hours available for the actors. Therefore, CTA overtime for this week would still be \$132.65 for four hours (1 half-hour at \$13.65 + 7 half-hours at \$17.00).

Once again, ES legislation would require payment for 10 hours. However, the higher salary raises the ES overtime rate to \$35.80 per hour (or \$143.20 for 4 hours). Since this rate exceeds the CTA rate of \$132.65 for the same period, the Artist must be paid the difference of \$10.55 to top up to the ES rate for these four hours.

The remainder owing would continue to be 6 hours at the ES rate, or \$214.80. Total overtime actually paid is \$358.00.

Graphically, the overtime payment for the week looks like this:



## Averaging overtime

In some provinces, employers may be able to average work hours over a period of several weeks when calculating ES overtime. Averaging serves to level out some of the overtime peaks. Depending on the province, the use of averaging may require the permission of the Ministry of Labour and/or Equity.

The averaging period varies from engager to engager, from as short as four weeks to as long as the entire contract. The use of averaging must be declared in a rider to the engagement contract. Under an averaging agreement, the application of ES overtime is the same, but calculated over a longer span.

Case 3: For this example, we'll use the same parameters as the previous case, but averaged over 8 weeks. The following table presents an example set of hours.

Week	1	2	3	4	5	6	7	8	Totals
	Prep	Reh1	Reh2	Reh3	R4/Tech	Tech/P1	Perf2	Perf3	
Reh/perf hrs.	40	42	42	42	48	35	25	25	299
Prep hrs.		6	6	9	8	8	9	9	55
CTA OT hrs.					4	8			12
<b>Weekly hrs.</b>	40	48	48	51	60	51	34	34	366

In a province where the overtime threshold is 44 hours, the SM could work a total of 352 hours in 8 weeks before ES overtime is payable. In this example, the SM worked 14 more hours than that. Since 12 hours of CTA overtime had already been paid, the employer must pay 2 more hours of ES overtime at the end of the averaging period. If the ES rate is higher than the CTA rate, the employer must also pay a retroactive top-up on the already-paid CTA overtime, to bring that rate up to the ES rate.

Note that while ES overtime is only calculated and paid at the end of an averaging period, applicable CTA overtime must still be paid weekly. Also, an averaging agreement may not reduce overtime stipulated in the CTA. Overtime calculations under averaging can get quite complicated, particularly over longer periods — ask your engager to supply a breakdown of how the overtime was calculated, if they do not already provide this.

## Time Off in Lieu of Overtime

In some provinces, employers may be able to provide time off in lieu of paying ES overtime. Depending on the province, the use of time off in lieu may require the permission of the Ministry of Labour and/or Equity. Time off in lieu arrangements must be declared in a rider to the engagement contract.

In a different setting, time off in lieu would be pretty simple: you would get an extra day off at some later point, or your contract would be extended and you would be paid for an additional period after your work had actually finished. In theatre, the former is rarely possible (who's going to run the show?), and Equity does not permit the latter.

As with averaging, time off in lieu is calculated at the end of a specified period, usually the entire contract. However, the ES overtime payable at the end is reduced by the difference *in each week* between what the Artist could work before incurring CTA overtime and the actual hours worked. This means that each week is evaluated separately based on the permissible CTA hours for that week (typically: performance time + allowable rehearsal time + allowable prep time). This may vary from week to week.

Unused hours “cancel out” ES overtime hours. In Alberta, for instance, 1 unused hour cancels out 1 ES overtime hour. In Ontario, 1½ unused hours cancel out 1 ES overtime hour. Note that this does not reduce overtime stipulated in the CTA. Time off in lieu calculations can get quite complicated, particularly over longer periods — ask your engager to supply a breakdown of how time off in lieu was applied, if they do not already provide this.

In some instances, Theatres have mistakenly described "time off in lieu" based upon the relevant provincial legislation, when their intention is actually to average hours. If you are not sure how the "time off in lieu" will work under your contract, ask your engager to explain how it will work in detail, or contact a business rep for more clarification.

### **Other ES overtime arrangements**

The overtime arrangements described above represent the most common situations across the country. However, there may be overtime arrangements in your workplace that differ from these. If faced with an unusual overtime arrangement, your best resource for information is the applicable business rep. Give them a call to confirm Equity’s interpretation on how the ES overtime rules apply.

### **How do payments for excess span of day figure into all of this?**

Payment for excess span is treated the same way as any other CTA overtime. Hours of excess span may be deducted from the hours for which ES overtime is payable. If the CTA rate is higher than the applicable ES rate, then the CTA rate applies. If the applicable ES rate is higher, then excess span must also be topped up to the higher rate. Graphically, these situations are identical to those shown in Case 1 and Case 2, respectively.

### **How does ES affect payments for invasion of meal breaks and overnight rest?**

Not at all. In addition to overtime rates, the CTA sets some penalty payments for invasion of rest and meal breaks. Note that these are *payments for insufficient break time*, not payments for excess work hours. In all cases, these penalty payments are made *in addition* to any overtime of either sort that may be owing.

### **What if I am not certain that overtime has been correctly paid?**

Short and sweet — call a business rep and have them review the numbers. This summary gives a general overview of the topic, but a [Equity Business Rep](#) is your best resource for working out the details of a specific case. The staff at either Equity office can direct you to the best resource person for your contract.

The Stage Management Committee, and Equity staff, welcome your comments regarding the use and improvement of this resource document. Up-to-date contact information for the Committee may be found online at <http://www.caea.com>