INDIE 2.2

The INDIE 2.2 is in effect from September 30, 2016 to November 17, 2019 (Extended).

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WHY DOES EQUITY HAVE A POLICY FOR INDEPENDENT PRODUCTION?

The "INDIE 2.2" is designed to facilitate the production of theatre made with limited resources. As resources are administrative as well as financial, significant effort has been made to reduce the administrative burden of the INDIE 2.2, allowing theatre companies to focus their time and energy on the artistic and creation process.

Independent producers and theatre companies must apply to produce a specific production and engage Artists under the INDIE 2.2. An independent producer or theatre company is required to present all Artists with specific proposed working terms and conditions as part of the contracting process. Any necessary discussions regarding working terms are to be held, problems resolved, or changes made well in advance of the start of a rehearsal period. It is a fundamental tenet of the INDIE 2.2 that a decision-making process, based on the needs of the individual Artists participating and the requirements of a specific production, takes place between the Artists and the independent producer or theatre company. This process is integral to the formation of the agreement between the independent producer or theatre company and the Artist.

The agreement between the parties must address the specific responsibilities of each participant, including task assignments and the expected level of participation in, and for, the production. In addition, the agreement must address rehearsal schedule, performance schedule, remuneration, and any other workplace conditions. If a revenue-sharing plan is applicable, the Artists must determine an acceptable revenue verification process. This agreement forms the guiding principles of a specific production. The INDIE 2.2 requires that each Artist take on an active role in understanding and taking part in this process.

Equity’s role in administering the INDIE 2.2 is to ensure that these key principle discussions take place, and decisions are made by fully informed participants. Rather than administering every element of the production’s terms and conditions, Equity will only intervene in a production if there is a problem, dispute or violation of the INDIE 2.2 or the agreement made between an independent producer or a theatre company and the Artists.

An independent producer or theatre company may engage Equity members or non-Equity Artists, without restriction. There is no requirement for a non-member to join Equity under the INDIE 2.2. However, the terms of any of Equity's reciprocal agreements with other associations must be respected.

In all circumstances, health and safety must be a priority.

1. WHAT KINDS OF THEATRES AND PRODUCTIONS ARE COVERED BY THIS POLICY?

In order to produce under the INDIE 2.2 the independent producer or theatre company (the “Theatre”) must meet all of the following eligibility conditions:

(A) **Theatre Eligibility**

The Theatre:

(i) must be a non-commercial company (i.e. functions as a not-for-profit organization and is not incorporated as commercial entity); and

(ii) must be able to demonstrate to Equity’s satisfaction that it cannot meet the minimum terms of the Canadian Theatre Agreement (CTA) or the Independent Theatre Agreement (ITA), and not have generally operated under those terms in the past; and

(iii) does not have an annual operating budget greater than $50,000 a year.

(B) **Production Eligibility**

The production shall not:

(i) have a production budget that exceeds $75,000; and

(ii) have a box office potential that exceeds $18,000 per week; and

(iii) compete directly or indirectly with Engagers operating under the Theatre for Young Audiences provisions of the (CTA or ITA); and
(iv) be produced under a co-production arrangement or be presented as part of a series or season with another Engager operating under the terms of the CTA or ITA. However, Equity recognizes that the way in which productions are structured is changing and so consideration will be given to circumstances where administrative support, publicity, or space is provided by an Engager to assist theatrical production in their community.

Theatres that have previously operated under the DOT or ITA, but meet the theatre and production requirements above, will be eligible to operate under the INDIE 2.2.

Additionally, in special circumstances, Equity will consider projects that are not consistent with the eligibility conditions. If there is any question as to whether or not a Theatre or a production is eligible to take place under the terms of the INDIE 2.2, please contact Equity as soon as possible in the planning process.

2. HOW DO WE APPLY?

The Theatre must complete and send to Equity an INDIE 2.2 Application Form ("Application") four (4) weeks prior to the start of rehearsals.

3. DO I HAVE TO BE AN EQUITY MEMBER?

A Theatre may engage Equity member or non-member Artists, without restriction.

There is no requirement for a non-member to join Equity under the INDIE 2.2. However, members of professional associations with which Equity has a Reciprocal Agreement may be required to join Equity in order to accept an INDIE 2.2 engagement.

All Artists, Equity members and non-members, work equally under the same terms and conditions and have the same deductions made. Minimum fees and deductions apply equally to Equity members and non-members, however, Equity retains equalization deductions from non-member in lieu of a permit fee.

Equalization deductions apply to non-Equity Artists to ensure that Equity members are not disadvantaged by virtue of their membership status. Additionally, in the case of a dispute, Equity must represent members and non-members equally.

All Artists are free to negotiate above minimum fees.

4. HOW DO WE CALCULATE THE BOX OFFICE POTENTIAL?

Box Office Potential is calculated at the full, non-discounted ticket price for each performance multiplied by the venue seating capacity (total number of seats) multiplied by the total number of performances in each week.

In the case of a large venue, the Theatre may reduce seating capacity by roping off seats or closing a balcony, in order to reduce the box office potential to meet the $18,000 Box Office Potential threshold.

If GST/HST is included in the ticket price, it may be subtracted from the Box Office Potential. For the purpose of this calculation, the ticket price for a Pay What You Can performance is considered to be ten dollars ($10.00). Example: $20.00 ticket price x 100 seats x 8 performances = $16,000.

5. WHAT ARE THE SECURITY OPTIONS?

There are two options for securing payment to all Artists engaged on an INDIE 2.2 engagement contract. Either option may be chosen, regardless of whether or not there is revenue sharing. The chosen security option must be indicated on the INDIE 2.2 Application.

In the event the Theatre has chosen Option 1 and defaults on any payments, they will not qualify to access Option 1 on any subsequent productions.

(A) Option 1: No Bond

The Theatre may prepay the Artist his/her net weekly fee by cash or by non-certified cheque the week prior to the engagement week in which the service is provided and prepay the Artist deductions to Equity by certified cheque or money order. Prepayment of the total Artist deductions must be received by Equity prior to the release of the engagement contracts.
**Option 2: Bond**

A standard bond may be posted with Equity. The Theatre shall deposit with Equity a certified cheque or money order or arrange a bank letter of credit as security to guarantee the Theatre’s obligations to the Artists and Equity. The amount of required security for each Artist shall be equal to two (2) weeks of the Artists’ contractual fees plus GST/HST. With a standard bond in place, the Artists must be paid in cash or by non-certified cheque no later than 8:00 p.m. on Thursday of each week.

The wording of the Letter of Credit is precise and exact, and may not be altered in any way. An expiry date may be included, provided said expiry date occurs at least two (2) months after the close of a season or production.

Equity will release the Theatre’s security at the end of the engagement upon written request and confirmation that all contractual obligations to the Artists and to Equity have been met.

**6. WHAT ARE THE FEES?**

All Artists, including Performers, Directors, Choreographers, Fight Directors and Stage Managers, regardless of membership status, are to be engaged under an INDIE 2.2 engagement contract.

The hours of work may be pro-rated over any agreed upon length of time but in no case may forty-two (42) hours of work be paid at less than the minimum fee per week. Where the Theatre and an Artist agree on a Flexible Rehearsal Model (See Clause 13(A)(i)), the arrangements and hours of work etc. must be specified in the Artist’s engagement contract.

**(A) Minimum Fees**

Every Artist is free to negotiate above the minimum fees. The fee option must be stated on the INDIE 2.2 Application.

(i) **Option A - No Revenue Sharing**

<table>
<thead>
<tr>
<th>Minimum Fee per Week</th>
<th>Revenue Sharing Fee per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not less than $620.00</td>
<td>N/A</td>
</tr>
</tbody>
</table>

The Artist shall be paid not less than the minimum fee per week in cash or by non-certified cheque the week prior to the engagement week in which the service is provided.

(ii) **Option B - Revenue Sharing**

<table>
<thead>
<tr>
<th>Minimum Fee per Week</th>
<th>Revenue Sharing Fee per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not less than $310.00</td>
<td>Up to $310.00</td>
</tr>
</tbody>
</table>

The Artist shall be paid not less than the minimum fee per week in cash or by non-certified cheque the week prior to the engagement week in which the service is provided.

Additionally, the "revenue sharing fee per week" may be paid from revenues, including gross box office (excluding taxes), on a “revenue-sharing” basis.

**(a) Reporting Requirement**

If a revenue-sharing agreement is in place, each Artist must be provided with a revenue report no later than two (2) weeks after the close of the production. Each Artist is responsible for reviewing this report and determining the accuracy of the revenue verification process.

**(b) Contractual Requirement**

The Artist's individual engagement contract must state the revenue-sharing plan (e.g. the value of the revenue-share amount and schedule of revenue-sharing payments).

**(B) Term of Engagement**

All Artists, including the Director and a Choreographer (engaged on a weekly fee basis), must be engaged from the first day of rehearsal until the final performance.
(C) **Choreographer or Fight Director**
In situations where the total amount of creative work required of the Choreographer or Fight Director is deemed to require less than forty-two (42) hours, the Theatre may, with the agreement of the Choreographer or Fight Director, pay the Artist a fee of not less than the amount as specified below per hour or part thereof.

<table>
<thead>
<tr>
<th>Year</th>
<th>Hourly Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016-2019</td>
<td>$35.00</td>
</tr>
</tbody>
</table>

(D) **GST/HST**
GST/HST must be paid to the registered Artist weekly. The GST/HST is calculated on the guaranteed fee paid to the Artist as well as on any other compensation for additional services and/or performances. GST/HST must also be paid to the Artist on any revenue sharing payments, when received.

(E) **Breakdown of Payment to the Artist**
The Theatre shall provide the Artist with an itemized statement of his/her payment, outlining all deductions made from the Artist’s contractual fee as well as any additional services payments, GST/HST if applicable, and any other amounts, with his/her payment.

### 7. WHAT ARE THE DEDUCTIONS?

(A) **Deductions**
The Theatre shall deduct the following amounts from the contractual fee payable to the Artist and remit these amounts to Equity prior to the start of the production in the case of Security Option 1 or on a bi-weekly basis in the case of Security Option 2.

(i) **Equity Artists**
Deductions are 2.25% working dues, 6% RRSP contributions and the applicable insurance premium.

(ii) **Non-Equity Artists**
Equalization deductions are 8.25% plus an amount equal to the applicable insurance premium. Equity will issue a tax receipt to non-Equity Artists for the equalization deductions.

(B) **Remittances**
When a standard bond has been posted with Equity, invoices for Artist deductions will be mailed to the Theatre in the first week after the start of work and every two (2) weeks thereafter. The invoices will cover two (2) week periods based on a Monday to Sunday engagement 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.

### 8. IS THERE A STANDARD CONTRACT FORM?

Upon approval of an Application and completion of security arrangements, engagement contracts will be issued to the Theatre. After completing the contract form in triplicate, the Theatre shall sign all three (3) copies of the INDIE 2.2 engagement contract in ink, and then obtain the Artist’s signature on all copies. The Artist will retain one (1) copy, and return two (2) copies to the Theatre. The Theatre must immediately file one (1) copy with Equity.

An Artist must be signed to an INDIE 2.2 engagement contract before the Artist may begin rehearsal or performance.
9. IS THIS AN EXCLUSIVE SERVICE CONTRACT?

If, at the time of contracting, an Artist knows that he/she will be unavailable for any date during the contract period, he/she has a duty to inform the Theatre. For any other availability conflicts that may arise, any Artist who is unable to be present for rehearsal due to auditions or other industry-related commitments must notify the Theatre of his/her intended absence by 3:00 p.m. on the previous day. Upon such proper notification, the absence must be permitted without loss of fee. In the three (3) day period prior to opening the Artist may not absent him/herself without the prior written permission of the Theatre.

10. CAN A CONTRACT BE TERMINATED?

Written notice of termination must be provided to the Artist with a copy provided to Equity. If an Artist's engagement contract is terminated, the pre-payment of RRSP benefits under the "No Bond" security option may be irretrievable. If the RRSP benefits are irretrievable, the Theatre will be required to remit additional amounts for a replacement Artist.

An Artist's engagement contract may be terminated as follows:

(A) **By Mutual Agreement**

   The engagement contract may be terminated by mutual agreement between the Theatre and the Artist, Equity consenting.

(B) **Prior to the Beginning of Rehearsals**

   (i) **Initiated by the Artist**

      By the Artist giving the Theatre written notice at least two (2) weeks prior to the rehearsal date specified in the engagement contract and paying the Theatre one (1) week’s guaranteed fee. Should termination be due to accident or illness, no such payment will be required.

   (ii) **Initiated by the Theatre**

      By the Theatre giving the Artist written notice, prior to the rehearsal date specified in the engagement contract, and paying the Artist an amount equal to two (2) weeks’ guaranteed fees.

(C) **During Rehearsals**

   The engagement contract may not be terminated during rehearsals, except with the permission of Equity, or except due to accident or illness. 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 engagement contract at the end of the seven (7) days effective immediately. This seven (7) day period shall be compensated at the weekly guaranteed fee.

(D) **After Opening**

   After the first public performance, either party may terminate the engagement contract by giving two (2) weeks’ notice in writing to the other; such termination to be effective at the end of two (2) weeks after the notice is given. 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 engagement contract at the end of the seven (7) days effective immediately. This seven (7) day period shall be compensated at the weekly guaranteed fee.

11. WHAT ARE THE CONDITIONS FOR TRANSPORTATION AND/OR TOURING?

(A) **Transportation of Artist**

   The Theatre shall, at its own expense, provide round-trip transportation to the Artist who does not reside in the Theatre’s point of origin. Transportation shall be by air, or by train or coach if air travel to the Theatre’s point of origin is not available.

   Should transportation other than as above be negotiated (e.g. mileage, reimbursement for expenses, car-pooling, etc.) these arrangements must be provided for in the Artist’s individual engagement contract.

   It is understood that the use of the least expensive, yet reasonable form of transportation is the spirit and intention of this Clause.
(B) **Touring**
Productions under the INDIE 2.2 may tour. For a touring production, the transportation conditions noted in Clause 11(A) shall apply.

(i) **Daily Expense Allowance**
The Theatre shall pay a daily expense allowance of not less than the amount as specified below. In the event that the Theatre provides satisfactory accommodation to the Artist at no cost to the Artist, the daily expense allowance may be reduced to not less than the amount as specified below.

<table>
<thead>
<tr>
<th>2016-2019</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily Expense Allowance</td>
<td>$115.00</td>
</tr>
<tr>
<td>Daily Reduced Expense Allowance</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

Expense allowance arrangements must be specified in the Artist’s individual engagement contract.

(ii) **Travel Insurance**
The Theatre must pay for Equity travel insurance in the amount of four dollars ($4.00) per Artist, for the first thirty (30) day period (or part thereof), four dollars ($4.00) for the next sixty (60) day period (or part thereof), and ten cents ($0.10) for each day over ninety (90) days that an Artist is required to be on tour. Please note: 8% PST applies to travel insurance paid by a Theatre resident in the province of Ontario.

(iii) **Touring to the Canadian North**
It is acknowledged that touring to the Canadian north can have specific challenges in regard to travel times and the length of the work day. Please contact Equity to discuss the specific requirements in advance of the tour.

(iv) **International Touring**
International tours will require the negotiation of an International Tour Rider addressing the following: per diem, accommodation, schedule, health insurance, costs of working abroad (passports, visas, inoculations, etc.), transportation arrangements, possible taxation issues, identification of societal customs, personal safety issues, state or religious holidays, and specific health risks or precautions. Please contact Equity to discuss the specific requirements in advance of the tour.

12. **WHAT IS THE ENGAGEMENT WEEK AND WHEN IS THE FREE DAY?**
The engagement week is Monday to Sunday, inclusive. There must be one (1) Free Day in each engagement week. The Artist shall not be required to provide any service to the Theatre on the Free Day. Free Days shall be no further apart than nine (9) consecutive days, and there must always be a Free Day within six (6) days prior to the day of the first public performance of a production. The designated Free Day may change during the production schedule with approval of all the participants.

13. **WHAT ABOUT THE SCHEDULE?**
(A) **Models**

(i) **Flexible**
In the case of a flexible model schedule, it is important that the parties recognize the commitment that they have made to each other and to the production.

(a) **Hours of Work**
The standard forty-two (42) weekly hours of work may be pro-rated over any agreed upon length of time, but in no case may the Artist be paid less than the weekly minimum fee for the forty-two (42) hours of work.

The number of work hours in a week shall not exceed forty-two (42) including all rest breaks. The work hours may consist of developmental activity, rehearsal and/or performance.
The first call of the morning cannot be before 7:30 a.m. The work day must end not later than midnight. There shall normally be a meal break of not less than one (1) hour if the work schedule spans a normal meal time. In all cases, there must be a meal break after each four (4) hours of work.

The work day and engagement week may consist of a number of hours and/or days agreed upon between the Theatre and the Artist. The agreed upon schedule must form part of the Artist’s engagement contract. Although the hours of work have been agreed upon by the Theatre and the Artist, if Equity perceives an unsafe or unhealthy work schedule, Equity, upon discussion with the Theatre and the Artist, reserves the right to re-negotiate the schedule.

(b) Partial Week Payment
When a flexible model is used, the Theatre will be required to pay the Artist a partial week payment equal to the weekly insurance premium for each week that is not paid in full.

(ii) Traditional
(a) Hours of Work
The number of work hours in a week shall not exceed forty-two (42) including all rest breaks. The work hours may consist of developmental activity, rehearsal and/or performance. The first call of the morning cannot be before 7:30 a.m. The work day must end not later than midnight.

The work day consists of not more than seven (7) out of eight and a half (8-1/2) hours per day. On all days, there must be a meal break of at least one and a half (1-1/2) hours after not more than four (4) hours of work.

The meal break may be reduced to one (1) hour with the unanimous consent of all the Artists in the production. However, if the Artist is called for one (1) continuous call of five (5) hours in a day, a meal break shall not be required. In addition to the requisite meal break, the Artist shall receive intermittent rest breaks throughout the work day depending on the nature and demands of the work being done.

(b) Prorated Days
In the first or last week of an Artist’s engagement the Artist may be paid a prorated fee of not less than the one-fifth (1/5) of the weekly contractual fee for each day worked.

(c) Partial Week Insurance Payments
The Theatre is required to pay the Artist an amount equal to the weekly insurance premium for each prorated week.

(B) Breaks
In addition to the meal break, the rest breaks in any rehearsal day must total at least five (5) minutes for each hour of rehearsal and are included in rehearsal time. Should a call continue without the required meal break or other breaks, the Artist shall invoice and be paid for additional services at the rate stipulated in Clause 13(E).

All breaks shall be scheduled as required and consistent with the needs of the Artists. Specific attention must be paid to scheduling applicable breaks when the work is very physical, includes choreography or as required by the needs of a specific Artist.

There shall at all times be a break of at least one and a half (1-1/2) hours prior to the half-hour call.

There shall be a minimum of twelve (12) hours between the end of one day’s work and the call to work on the next day.

There must always be a Free Day in accordance with Article 12.
(C) **Performance Calls**
In all cases, when the performance running time is one (1) hour or more the Artist will be entitled to a half-hour (1/2) call prior to the performance. When the performance running time is less than one (1) hour the Artist will be entitled to a fifteen (15) minute call prior to the performance.

For the purposes of the INDIE 2.2, performance hours are based on the period of time from the half-hour call through to the final curtain, or four (4) hours, whichever is longer.

(D) **Rehearsals During and After Opening Week**

(i) **Opening Week**
Provided that the total rehearsal and performance hours do not exceed forty-two (42) hours in any engagement week, during the last seven (7) days prior to the first public performance, there may be up to two (2) days where the Artist may be called to rehearse ten (10) out of twelve (12) consecutive hours with a break of at least two (2) hours after a maximum of five (5) hours of rehearsal. This break may be reduced to one and a half (1-1/2) hours if the span of the day is reduced to eleven and a half (11-1/2) hours. These two (2) days must involve on-stage, technical, or dress rehearsals.

(ii) **After Opening**
The total rehearsal hours and performance hours cannot exceed forty-two (42) hours in any engagement week.

(E) **Additional Work Hours**
Should the Artist be required to provide more hours of work than stipulated in Clause 13(A)(i)(a), the Artist shall invoice the Theatre and be paid at the rates as specified below per hour or part thereof for each of the first two (2) hours and thereafter per half-hour or part thereof.

<table>
<thead>
<tr>
<th></th>
<th>2016-2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>First Two Hours per Hour</strong></td>
<td>$17.00</td>
</tr>
<tr>
<td><strong>After Two Hours per Half-Hour</strong></td>
<td>$12.00</td>
</tr>
</tbody>
</table>

14. **HOW ARE STAGE MANAGERS ENGAGED?**

(A) **Requirements**

(i) a Stage Manager is not required for INDIE 2.2 activities without a public reading or performance, and in the early phases of creation and project exploration;

(ii) a Stage Manager is not required for an INDIE 2.2 activity/production with a public reading or performance and only remedial technical elements;

(iii) a Stage Manager is required for an INDIE 2.2 activity/production where there is a determined production schedule including performance date(s); the activity/production will open to the general public; and performance will include technical elements in the venue prior to a public presentation; and

(iv) a Stage Manager is required for an INDIE 2.2 activity/production with performances on tour.

It is acknowledged that the duties of a Stage Manager working on an INDIE 2.2 production may vary from regular stage management duties. Any variance to the duties will be expressed in a rider to the Stage Manager's engagement contract.

(B) **Work hours**
A Stage Manager may be engaged to work under either the Flexible or Traditional rehearsal model but in no case may the Stage Manager rehearse more than seven (7) out of eight and a half (8-1/2) hours, plus a maximum of up to one (1) hour of preparation per day. Any work, including prep, in excess of eight (8) out of nine and a half (9-1/2) hours per day and/or forty-eight (48) hours per week must be paid at the additional services rate in Clause 13(E). Provisions for extended days as per Clause 13(D)(i) also apply to Stage Management.
A Stage Manager is free to negotiate above the minimum fee to address attendance at production meetings, lighting and technical cueing rehearsals etc. In addition to the applicable minimum fee, a Stage Manager engaged as an employee must be paid vacation pay at the applicable rate set down under provincial law in the province of the Theatre. Any applicable deductions and contributions (EI, CPP, provincial health plan) would be in addition to and separate from Equity's requirements (See Article 7).

(C) Pre-Production
The Stage Manager should normally be engaged at least three (3) days prior to the commencement of rehearsals in order to adequately prepare for the rehearsal period and run of the production. However, in the case of a non-continuous rehearsal schedule or a remounted production with the same Stage Manager as the previous production, the Stage Manager and the Theatre may agree to a different or reduced pre-production period. Furthermore, in a production with a unit set and/or cast of three or less and/or limited technical requirements the Theatre and Stage Manager may agree to reduce a pre-production and/or rehearsal week. The arrangements must be included in the Stage Manager’s engagement contract.

(D) Additional Duties - Lights and Sound
Where the Theatre requires Stage Management personnel to operate lighting and/or sound boards in the absence of a lighting and/or sound technician, this operation shall be considered an additional duty and shall be specified in the Artist’s individual engagement contract. The Artist shall receive additional weekly compensation of not less than the amount as specified below, which shall constitute part of the Artist’s fee, subject to all deductions in accordance with Article 7.

| 2016-2019 | Additional Duty Fee $35.00 |

15. DO WE NEED TO ELECT A DEPUTY?
A Deputy, who must be an Equity member, shall be elected for each production.
The role of the Deputy is an important one as he/she acts as a liaison between stage management, the Theatre and Equity when a complaint or issue cannot be easily resolved. The Deputy plays a vital role in the communication process during the production. Most importantly, at the close of the production, the Deputy will advise Equity if any fees have not been paid or if there are any other outstanding contractual obligations.

Authorized representatives of Equity shall have free access to all Artists at all times, inclusive of rehearsals or performances. However, there shall be no interruption of work in progress except where deemed essential in order to meet an emergency situation. Equity representatives shall notify the Theatre in advance of such visits, whenever possible.

16. WHAT ARE THE WORKPLACE CONDITIONS?
In all cases, the Theatre agrees to provide the Artist with safe and clean places of audition, rehearsal and engagement, as determined by the applicable provincial health and safety regulations for the live performance industry.

Further, the Theatre shall provide clean, properly heated/cooled separate dressing rooms for male and female Artists and secure storage for the Artist’s personal effects. Dressing rooms shall have lights, mirrors, shelves and wardrobe hooks for the Artist’s make-up and personal clothing and table space for each Artist. A sink with hot and cold running water shall be available in, or be reasonably convenient to, the dressing rooms.

In the case of a non-traditional or site specific performance venue, the Theatre agrees that there shall always be separate, private dressing facilities for male and female Artists, and that there is a secure storage space for the Artist’s personal belongings. Appropriate facilities must also exist for makeup and hair. Toilets and sinks must be in good working order and be reasonably convenient to the dressing facilities.
The use of any special effects (including smoke, fog or explosives or firearms), flying set pieces, large moving scenery, stage fighting or stunts, rakes or platforms must be indicated in the Artist’s engagement contract, along with any steps or measures taken to mitigate risks to the Artist.

The Theatre agrees that Equity’s representatives shall have the right to inspect the Theatre’s facilities to determine whether places of audition, rehearsal or engagement are safe and clean.

17. WHAT CAN WE RECORD AND PHOTOGRAPH?

(A) **Publicity Use**

A maximum of five (5) minutes of performance or rehearsal may be presented on a current affairs program during the current run of the production without payment to the Artist, provided that the Theatre notifies the Artist and Equity twenty-four (24) hours in advance, in writing. The written notification shall include full particulars of the presentation.

This recording may also be presented on the Theatre’s website or a current affairs website during the current run of the production, subject to the following conditions:

(i) the Theatre will use its best efforts to ensure that the material cannot be downloaded; and

(ii) the Theatre does not receive any revenue for the use of the material; and

(iii) the names of all Artists shall appear on the website; and

(iv) the Theatre warrants that it is responsible for any misuse of the material.

(v) Upon the approval of all participants and affected rights holders, the Theatre shall provide access to the same material to the Artist for his/her individual souvenir or promotional use. The Artist warrants that he/she will not use the material for any other purpose.

(B) **Promotional Recordings**

The Theatre may make a recording of actual performance or rehearsal for the express purpose of demonstrating the nature of its work, and the work of the Artists, for promotion to potential sponsors, funders, donors and potential performance presenters without payment to the Artist, provided that the Theatre notifies the Artist and Equity in writing twenty-four (24) hours in advance and on the following conditions:

(i) no Artist may be required to participate in the making of a promotional recording under these provisions as a part of his/her engagement contract. The Artist must specifically agree to participate in the making of a promotional recording; and

(ii) the recording must be made at the regular rehearsal or performance venue only and must take place within the regular working hours. Where these hours are exceeded, the Artist shall invoice for additional services as per Clause 13(E) and be paid accordingly. If any such recording takes place on an extended rehearsal day, any time used to specifically accommodate such recording will be considered an additional service and will be paid according to Clause 13(E); and

(iii) when the Theatre loans a copy of the recording to a potential sponsor, donor, funder presenter, or Artist who has participated in the recording, the Theatre will notify the viewer that the recording is the property of the Theatre, may not be copied or broadcast (in whole or in part), and must be returned to the Theatre. Otherwise, the Theatre will guarantee that the recording shall remain under its control and may not be broadcast. The Theatre retains the full responsibility for any misuse of the material; and

(iv) the names of all Artists involved in the production will appear legibly at the beginning of the promotional recording; and
(v) in accordance with the INDIE 2.2, all Artists will be given the right of first refusal in any subsequent productions of the same production by the original Theatre, or by a different Theatre producing by arrangement with the original Theatre. The right of first refusal expires two (2) years after the close of the previous production. A Theatre may choose to pay the Artist a sum equal to one-sixth (1/6th) of the weekly fee specified in Clause 6(A)(i). The Artist may opt to reject the right of first refusal by accepting payment in lieu.

(C) Archival Recordings
A recording of the production may be made for archival purposes without payment to the Artist under the following terms and conditions:

(i) All Artists must receive a minimum of twenty-four (24) hours written notice that a recording is to be made; and

(ii) No additional rehearsals will be allowed in order to facilitate the recording which must be made from the public performance without any changes; and

(iii) The resulting recording must not be edited for any purpose and may not be copied; and

(iv) The recording must only be used for archival purposes and may only be played back in private for reference purposes or as a teaching or rehearsal aid for the benefit of performers or management. Under no circumstances shall the Theatre give an Artist a copy of an archival recording prior to rehearsal. The Theatre shall guarantee that the recording shall remain under its control and is not to be broadcast, distributed or used in a commercial context. There must be no public replay of the recording.

(D) Other
Except as provided herein, any other recordings or broadcasts of the production(s) for which the Artist is engaged are prohibited unless the Theatre has obtained the advance written permission of Equity, and no Artist may participate in such a recording or broadcast unless said written permission has been obtained. The Theatre agrees to abide by such terms and conditions as Equity may require in granting permission.

(E) Production Photographs

(i) Notice Period
The Theatre is required to give the Artist not less than twenty-four (24) hours notice prior to a photo call.

(ii) Allowable Hours
The Theatre may call the Artist during regular rehearsal hours for a photo call to take customary production photographs for the usual publicity and promotional purposes for the production and the Theatre. Such use may include posting on the Theatre’s website provided that the Theatre uses its best efforts to prevent the downloading and misuse of the photograph.

(iii) Artist Approval
Outside of cosmetic changes (airbrushing, cropping, tinting, etc.), the Artist must approve any photograph in which his/her image has been altered, or placed in a context unrelated to the original photograph. No Artist may be required to pose for nude photographs. All Artists in the production photograph must be properly identified and credited (names of the Artists and the title of the production).

(iv) Use of Photographs by the Artist
At the request of the Artist, and with the consent of all Artists who appear in the photograph, the Theatre may agree to provide a copy of the photograph to the Artist for his/her own individual souvenir or promotional use. For the purpose of this Clause, “Artist” shall include all Artists whose artistic contribution to the production is represented in the photograph.
(v) **Additional Use of Photographs by Theatre**
Any further use of production photographs is prohibited without the express written
permission of Equity, and subject to any conditions (including payment to the Artist)
which Equity may require for such usage.

(vi) **Photo Call Prior to the Engagement Period**
An Artist may be called to a photo call prior to his/her engagement period provided
that he/she is signed to a separate INDIE 2.2 engagement contract and paid not less
than one-fifth (1/5th) of his/her weekly contractual fee for each day that the Artist
provides service. The deductions outlined in Clause 7(A) will apply to the engagement
of an Artist for a photo call prior to the engagement period for the production.

18. **WHAT ELSE APPLIES?**
There are several other terms that apply to the INDIE 2.2, as follows:

(A) The Theatre agrees to recognize Equity as the exclusive collective bargaining agent for the
Artist.

(B) The Artist authorizes and directs the Theatre to deduct any dues, benefits, initiation fees,
equalization deductions and periodic assessments from the Artist's weekly fee and to remit
same to Equity, for the term of the engagement contract.

(C) The Theatre agrees to include the following notice in their house programs and on their
website: “Name of Theatre” engages under the terms of the INDIE 2.2, professional Artists
who are members of Canadian Actors' Equity Association.

19. **WHAT IF SOMETHING GOES WRONG?**
Should Equity and/or any Artist claim that a Theatre has breached the INDIE 2.2 or
misrepresented any conditions in connection with any engagement, Equity and the Theatre will
meet in order to resolve any controversy, claim or breach. If Equity and the Theatre are unable to
resolve the matter, it shall be settled by arbitration in accordance with the applicable Equity
arbitration rules as designated by Equity.

Non-payment or partial payment of fees including, but not limited to, payment for additional
services, Artist deductions to Equity, and transportation costs of the Artist to the point of origin and
return, when due, shall be deemed a material breach of engagement contract giving any Artist the
right to terminate forthwith the Artist’s engagement contract with the Theatre, Equity consenting.

20. **ARE THERE SAFEGUARDS AGAINST HARASSMENT?**
It is the Theatre’s responsibility to establish and maintain a workplace free from harassment and
discrimination. Harassment may include sexual harassment or a negative environment as defined
by Equity’s Bylaws. Any violation of these terms may be deemed a breach of the INDIE 2.2,
resulting in a penalty of not less than two (2) weeks’ contractual fees for each Artist affected. In
addition, an incident of sufficient severity may constitute a material breach of the engagement
contract giving the Artist the right to terminate their contract with the Theatre immediately, Equity
consenting.

21. **WHEN DOES THIS POLICY EXPIRE?**
The INDIE 2.2 is in effect September 30, 2016 to November 17, 2019.
The INDIE 2.2 may be amended or terminated at any time at the sole discretion of Equity.