

ARTISTS' COLLECTIVE POLICY

PREAMBLE

The **Artists' Collective Policy (ACP)** is based on the fundamental tenets of group decision-making and agreed-upon revenue sharing.

(Revenue includes grants, loans, box office receipts, donations/contributions, merchandise sales, and presentation fees or honorariums, etc.). All participants (e.g. performers, stage managers, directors, fight directors, choreographers, designers, playwrights etc.) in an ACP activity/production form the "collective."

A collective may decide to delegate a specific responsibility or authority to a member of the collective, however, every collective participant is a full and equal business and legal partner. It is very important that each participant in the collective has a clear understanding of their role and duties for the activity/production.

All participants equally and cooperatively manage, control and are responsible for the business and affairs of the collective. Additionally, the collective must agree upon a method for conflict resolution in case an issue arises that needs to be resolved.

1. ELIGIBILITY

In order to access the ACP each member of the collective acknowledges the following:

- (A) An ACP activity/production may only be produced by individuals, groups of individuals, and ad hoc theatre companies. An ad hoc theatre company is one that is not a commercial venture, incorporated, a legal entity, or receiving capital funding. An ad hoc theatre company does not regularly engage Equity members under the DOT policy and is not adhered to a professional agreement with Equity.
- (B) The ACP provides for no guarantee of payment of any kind to any participant in the collective. However, there must be some reasonable possibility of revenue which will be shared amongst the participants. The collective must retain revenues from the artistic activity/production.
- (C) Each member of the collective agrees to participate in the activity on the basis of payment from a fair division of revenues. The collective participants shall share equally in the revenues after expenses or as otherwise agreed upon to fairly reflect individual participants' contributions to the artistic activity/production. (e.g. If the Artist is both the director and publicist for the activity/ production they may be entitled to two shares.) The collective participants must agree on both the expenses and the distribution of revenues and to a timetable for the reconciliation and disbursement of revenues.
- (D) Co-productions with engagers who otherwise engage Artists under one of Equity's agreements/policies are not permitted.
- (E) Established theatre managements/engagers are not permitted to "host" an ACP activity/production, or present them as part of a season, unless the activity/production qualifies under the Festival Policy or other contracting arrangements have been made with Equity.
- (F) A collective may only enter into an agreement for any services with an established theatre company/engager for venue, front of house, and technical services. Payment for services may be by levy against box office revenues.

2. WORKING TERMS AND CONDITIONS

Artists working under this Policy agree to adhere to and abide by Equity's Not In OUR Space! Program.

Participants signed to the application form confirm they have been provided with, and read, the small scale production harassment policy. A template for a harassment policy is available [here](#) for small scale producers/productions working under this Policy.

In addition to workplaces free from harassment or other health and safety issues, Equity is committed to ensuring an inclusive work environment without racial and cultural discrimination or misrepresentation.

To that end, where a production deals with identity-specific content, or characters outside the lived experience of the creative team, the producer/organizer is encouraged to consult with appropriately knowledgeable Elders or individuals from those cultures or communities to ensure informed and respectful choices are made relating to representation (including hair, makeup, wardrobe or use of culturally- or identity-specific items in the production). Such consultation should be conducted with sufficient lead time to enable useful integration of any learning into pre-production, rehearsal and production.

Equity members must elect a Liaison to represent the Equity members of the collective in matters related to the production/activity. The collective must inform Equity of who is elected as the Deputy/Liaison.

Standard working terms and conditions do not apply to any activities facilitated under the ACP.

Equity advises participants to limit work hours in a week to a maximum of forty-two (42), including rest breaks, meal breaks and overnight rest periods appropriate to the production, and agree to a preliminary schedule prior to the beginning of rehearsals.

Equity members undertake activities under the ACP at their own risk as Equity does not guarantee any fees or working conditions.

Equity members shall not rehearse or perform in any venue (traditional, site-specific or non-traditional) that is not deemed to be safe and sanitary.

3. GENERAL PROVISIONS

- (A) Equity members may not rehearse or provide any service without Equity's approval of the ACP application.
- (B) A completed ACP application (see pages 3-4) must be filed with Equity at least thirty (30) days prior to the start of rehearsals. A \$25.00 administration processing fee applies to each ACP application and must be submitted with the application form. The ACP application must designate at least one Equity member to act as a contact person for the purpose of communicating with Equity.
- (C) An ACP application must be accompanied by an insurance premium payment of \$12.00 per Equity member involved in the artistic activity/production (**for each Monday through Sunday engagement week**). Insurance premiums are required for all performance weeks in addition to the week prior to the first public performance. Equity encourages insurance coverage to be in place for the full duration of the artistic activity/production, however, as informal or part-time rehearsals may be scheduled, insurance premiums for part-time rehearsals are not mandatory. **If an insurance premium is not paid for a rehearsal week, insurance coverage will not apply for that week.**
- (D) Equity deductions for working dues and RRSP do not apply.

4. RECORDINGS

Audio and visual recordings and still images may be used for archival, publicity, or promotional purposes. Any further use of recordings is prohibited without the written permission of Equity, and subject to any conditions which Equity may require for such usage.

The Collective is responsible for the control and use of all recorded material and must use best efforts to ensure that the material cannot be copied or downloaded.

Collective members must be given twenty-four (24) hours notice prior to any recording. No artist is obligated to participate. A recording must be made during regular rehearsal or performance hours.

No collective member may be required to make a nude recording. Outside of cosmetic changes, a member of the collective must approve a recording in which their image has been altered, or placed in a context unrelated to the original use.

(A) Publicity

A maximum of ten (10) minutes of performance or rehearsal may be presented on a current affairs program during the current run of an artistic activity/production or on the collective's website or on a current affairs website. Production photographs may be taken and used for publicity for the same time period.

(B) Promotional and Archival Recordings

The collective 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 collective members for promotion to potential sponsors, funders, donors and performance presenters.

There may be no broadcast, including on the Internet, of a promotional recording. The names of all Artists in the artistic activity/ production must appear in the recording.

(C) Use of Recordings by an Artist

With the consent of all members in the collective, a member of the collective may use recorded material for their own individual souvenir or personal use.

5. PROGRAM AND WEBSITE NOTICE

The following must appear in all programs and on the collective's website (if applicable): "This is a Canadian Actors' Equity Association production under the Artists' Collective Policy."

ARTISTS' COLLECTIVE POLICY APPLICATION

Collective/ad-hoc theatre company name:

Artistic activity (production) name:

Producer / organizer (if applicable):

Address: City: Province: Postal code:

Telephone: Email: Website:

Rehearsal venue address:

Rehearsal dates: (from) (to)

Performance venue name / address: Venue website:

Performance dates: (from) (to) Total number of performances:

Total number of rehearsal and performance weeks (Monday to Sunday inclusive): (A)

Total number of Equity members participating: (B)

Insurance premium calculation: x = x \$12.00 = \$

A B C

Administration processing fee: + \$

Attach cheque made payable to Equity with your application in the amount of: \$

Date on which box office revenues will be reconciled and distributed:

Equity contacts (must be Equity members) involved in the production:

Name:	Name:
Address:	Address:
Phone:	Phone:
Email:	Email:

We, the undersigned members of Canadian Actors' Equity Association in good standing, understand that minimum fees, working terms and conditions do not apply to any artistic activities facilitated under the Festival Policy. Equity members undertake artistic activities at their own risk. Equity cannot guarantee any fees or working conditions.

Under "Discipline" indicate Performer (PER), Director (DIR), Choreographer (C), Fight Director (FD), Intimacy Director (ID), stage manager (SM), assistant stage manager (ASM).

Name (Please print)	Signature	Member number	Discipline	# Shares

Non-members of Canadian Actors' Equity Association

Under "affiliation" please indicate membership in ACTRA, Union des artistes (UDA), or any other professional association or union.

Name (Please print)	Signature	Affiliation	Discipline	# Shares

If more space is required for names please attach additional pages

Comments

Amended November 1, 2021