

INDIE



INDIE ENGAGEMENT POLICY

2025 – 2027

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WHY DOES EQUITY HAVE A POLICY FOR INDEPENDENT PRODUCTION?

The "INDIE 3.0" 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 3.0, allowing theatre companies to focus their time and energy on the artistic and creation process.

Size and Scope

Productions anticipated under the INDIE 3.0 should be able to be reasonably made with limited resources and should be of a scope and size that is in keeping with the actual resources. Also, theatre companies and independent producers should be aware that a reduced administrative burden is not intended relieve them of any obligations to abide by the terms and conditions of this Policy, or to provide information as requested by Equity.

Application

Independent producers and theatre companies must apply to produce a specific production and engage Artists under the INDIE 3.0. 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. A copy of the proposed working terms presented to the Artists must be filed with Equity.

Requirement for Discussions and Agreement

Any necessary discussions between the Theatre and the Artists 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 3.0 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 deferment plan is applicable, the Artists must determine an acceptable revenue verification process. This agreement forms the guiding principles of a specific production. The INDIE 3.0 requires that each Artist take on an active role in understanding and taking part in this process. The final agreement must be signed by all Artists and a copy filed with Equity.

Equity's Role

Equity's role in administering the INDIE 3.0 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 3.0 or the agreement made between an independent producer or a theatre company and the Artists.

In all circumstances, health and safety and the provision of a workplace free from harassment must be a priority.

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

In order to produce under the INDIE 3.0, 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 \$55,000 a year.

(B) Production Eligibility

The production shall not:

- (i) have a production budget that exceeds \$80,000; and
- (ii) have a box office potential that exceeds \$23,000 per week; and
- (iii) compete directly or indirectly with Engagers operating under the Theatre for Young Audiences (TYA) provisions of the CTA or ITA; and
- (iv) be produced under a co-production arrangement 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.

For the purposes of this Policy, TYA is defined as a production/activity that the Theatre has targeted to schools or groups of students and for which the Theatre provides a group discount to the school groups and/or study guide materials.

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 3.0.

Additionally, in certain 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 is eligible to engage under the terms of the INDIE 3.0, or a production is eligible to take place under the terms of the INDIE 3.0, please contact Equity as soon as possible in the planning process.

2. HOW DO AUDITIONS WORK UNDER THE INDIE 3.0?

Each Theatre shall declare their inclusive casting policy in casting notices and breakdowns.

No performer shall be auditioned unless there are at least two (2) persons representing the Theatre in the place where the auditions take place. Additionally, auditions shall not be held in any place that is not an accepted place of business (such as a hotel room, dressing room, private residence, etc.). This Clause shall not preclude one on one meetings or interviews from taking place in a public space.

The Theatre will ensure safe and accessible audition spaces, properly lighted and heated (or cooled).

Audition calls for Equity members are limited to three (3) calls of a maximum of one (1) hour each per Artist for each production. The Artist shall be compensated at the applicable and appropriate overtime rate for any calls in excess of these limitations.

Dance auditions must be conducted on approved dancing surfaces.

No nudity shall be permitted at auditions.

If a Theatre wishes to audition an Artist who is unable to attend in-person audition calls, the Theatre may accept self-tapes or arrange for video conferencing. The Theatre shall provide the Artist with clear instructions regarding the submission of videos. Submissions must not be publicly distributed by the Theatre and shall be destroyed at the end of the casting process.

When an Artist is required to audition with specifically requested material that is not readily available, the Theatre shall provide such material to the Artist. In the case of singing auditions, this material must be provided to the actor no less than forty-eight (48) hours prior to the audition call.

Artists engaged for the purpose of participating in another Artist's audition shall be engaged on a separate contract under the non-standard provisions of the Dance Opera Theatre Policy (the DOT).

3. HOW DO WE APPLY?

The Theatre must complete and send to Equity an INDIE 3.0 Application Form ("Application") at least four (4) weeks prior to the start of rehearsals. Along with the Application, the Theatre must provide a copy of the proposed working terms presented to the Artists, and a copy of the budget for the production.

4. WHO CAN BE ENGAGED?

A Theatre may engage Equity member or non-member Artists, without restriction. However, all Artists engaged on an INDIE 3.0 are required to be signed to an INDIE 3.0 engagement contract.

Non-members are not required to join Equity when signed to an INDIE 3.0 engagement and are engaged as Permittees.

Filing fees deducted from non-members will accrue towards their eventual joining fee, if and when they do join (within the applicable timeframe). Artists who are members of professional associations with which Equity has a Reciprocal Agreement are subject to the provisions of the Reciprocal Agreement.

All Artists, Equity members and non-members (Permittees), work equally under the same terms and conditions. Minimum fees and deductions apply equally to Equity members and non-members; however, Equity retains filing fees from non-members in lieu of a permit fee.

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

5. HOW DO WE CALCULATE THE BOX OFFICE POTENTIAL?

For the purposes of determining eligibility in accordance with Article 1, 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 the week with the most performances.

Example: \$25.00 ticket price x 100 seats x 8 performances = \$20,000.

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 no more than the allowable threshold.

If GST/HST is included in the ticket price, it may be subtracted from the Box Office Potential calculation.

For the purpose of this calculation, the ticket price for a Pay What You Can performance is considered to be twenty dollars (\$20.00). In the case of suggested ticket pricing for PWYC performances, the average suggested price will be considered the ticket price for the purposes of calculating the box office potential.

In the case where a Theatre has negotiated a presentation fee, rather than receiving the box office, the threshold for maximum potential box office will still apply, and actual ticket prices will be used in order to determine the maximum potential box office calculation. Theatres are responsible to ensure the presentation fee is sufficient to meet their obligations under this Policy.

6. WHAT ARE THE SECURITY OPTIONS?

There are two options for securing payment to all Artists engaged on an INDIE 3.0 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 3.0 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 (Weekly Prepayment to the Artist)

The Theatre will prepay the Artist their net weekly fee by electronic transfer, in cash, or by cheque by no later than noon (12:00 pm) on Friday of the week prior to each engagement week in which service is provided and prepay the Artist deductions to Equity by electronic transfer, certified cheque, or money order. Prepayment of the total Artist deductions must be received by Equity prior to the release of the engagement contracts.

(B) Option 2: Bond

A standard bond may be posted with Equity. The amount of required security for a standard bond shall be equal to two (2) weeks contractual fees for each Artist, plus GST/HST. The required security may be posted with Equity by electronic transfer, certified cheque or money order, or by bank letter of credit. 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 that is at least two (2) months after the close of the production may be included.

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

7. WHAT ARE THE FEES?

All Artists, including Performers, Directors, Choreographers, Fight Directors, Intimacy Directors, and Stage Management, regardless of membership status, are to be engaged under an INDIE 3.0 engagement contract.

A standard engagement week is comprised of forty-two (42) hours of work.

The hours of work may be scheduled over any agreed upon length of time but in no case may any increment of up to forty-two (42) hours of work be paid at less than the minimum fee for a forty-two (42) hour week, except in cases where prorating at the start and end of an engagement may apply (Traditional model).

Where the Theatre and an Artist agree on a Flexible Rehearsal Model (See Clause 12(A)(ii)), the arrangements and hours of work etc. must be specified in the Artist's engagement contract.

All Artists are free to negotiate above the minimum fees.

(A) Minimum Fees

The fee option must be stated on the INDIE 3.0 Application.

(i) Option A - No Deferment

2025-2027 Minimum Fee per Week
Not less than \$665.00

(ii) Option B - Deferred Fee

2025-2027 Minimum Guarantee per Week	2025-2027 Maximum Deferment per Week
Not less than \$365.00	Up to \$300.00

The "deferment per week" shall be paid from revenues on a shared basis. Revenues are defined as box office proceeds, any presentation fee, or other amounts generated during the run of the production (ie. bar sales, merchandise, donations, etc.).

(a) Reporting Requirement

If a deferment agreement is in place, each Artist and Equity must be provided with a revenue and distribution of deferment 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 and distribution of deferment process.

(b) Contractual Requirement

The Artist's individual engagement contract must state the deferment plan (e.g. the value of the deferment and schedule of payments).

As Stage Managers regularly require up to one (1) hour of preparation per day, for each forty-two (42) hour (or part thereof) increment, Stage Managers shall be compensated an additional amount of ninety-five dollars (\$95.00). This additional fee provides for up to six (6) additional hours (no more than one (1) hour per day) to be used for stage management daily prep work only. In the case of Option B – Deferred Model, the guaranteed amount for Stage Management daily prep is \$52.25 per week, and the maximum deferment for Stage Management daily prep is up to \$42.75 per week. See Article 15(B).

(B) Term of Engagement

Unless otherwise provided for herein, all Artists, including the Director and Choreographer (engaged on a weekly fee basis), must be engaged from the first day of rehearsal until the final performance.

(C) Choreographer, Fight Director, and/or Intimacy Director

In situations where the total amount of creative work required of the Choreographer, Fight Director and/or Intimacy Director is deemed to require less than forty-two (42) hours, the Theatre may, with the agreement of the Artist, pay the Artist a fee of not less than the amount as specified below per hour or part thereof. The minimum call per day is three (3) hours.

2025-2027	
Hourly Fee	\$38.00

(D) Additional Duties - Lights, Sound, Laundry, and Fight, Dance, or Intimacy Captain, etc.

Where the Theatre requires an Artist to operate lighting and/or sound boards in the absence of a lighting and/or sound technician, provide services as Fight, Intimacy, or Dance Captain or take on laundry or other similar tasks, or any other additional services or duties (including anything related to props, costumes, wigs, etc.) each of these assignments 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 8.

2025-2027	
Additional Duty Fee, per duty, per week	\$50.00

Note: Stage Management may not be required to undertake laundry duties, unless they are specifically agreed to and negotiated separately, with compensation being not less than the weekly amount as noted above.

(E) 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 deferment payments.

(F) Breakdown of Payment to the Artist

The Theatre shall provide each Artist with an itemized statement of their 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. The Artist is to be provided with this breakdown for each payment.

8. 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 Members

Deductions are 2.25% working dues, 6% RRSP contributions and the applicable weekly insurance premium.

(ii) Non-Members (Permittees)

Filing fees are a deduction of 8.25% plus an amount equal to the applicable weekly insurance premium.

UDA members who have completed and returned a UDA Courtesy Work Permit will have 6% of the filing fees remitted to UDA on their behalf as RRSP contributions.

(B) Remittances

When a standard bond has been posted with Equity, invoices for Artist deductions will be issued 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.

9. IS THERE A STANDARD CONTRACT FORM?

Upon approval of an Application and completion of the necessary security arrangements, engagement contracts will be issued to the Theatre. Engagement contracts are to be completed in full by the Theatre and signed by both parties. The Theatre and the Artist shall each retain a copy, and the Theatre shall file a copy with Equity within twenty-four (24) hours of signing.

An Artist must be signed to an INDIE 3.0 engagement contract before the Artist may begin rehearsal or performance.

10. IS THIS AN EXCLUSIVE SERVICE CONTRACT?

If, at the time of contracting, an Artist knows that they will be unavailable for any date during the contract period, they have a duty to inform the Theatre. The Theatre will make every effort to accommodate the Artist.

For any other availability conflicts that may arise during the rehearsal period, any Artist who is unable to be present for rehearsal due to auditions or other industry-related commitments must notify the Theatre of their 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 be absent without the prior written permission of the Theatre.

11. WHAT IS THE ENGAGEMENT WEEK AND WHEN IS THE FREE DAY?

The engagement week is Monday to Sunday, inclusive. There must be at least 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.

12. WHAT ABOUT THE SCHEDULE?

All rehearsals, costume fittings (including travel time), photo/media calls, recordings, meetings, performances, or any other activities or services required of the Artist as part of their engagement are considered working time and are to be included in the calculations of hours of work.

(A) Scheduling Models

(i) 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 workday must end not later than midnight.

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

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 workday depending on the nature and demands of the work being done.

(b) Pro-rated Days

In the first or last week of an Artist's engagement the Artist may be paid a pro-rated 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.

(ii) 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 each forty-two (42) hour (or part thereof) block.

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 workday must end no later than midnight. There shall normally be a meal break of not less than one (1) hour if the work schedule spans a normal mealtime. In all cases, there must be a meal break after each four (4) hours of work.

The workday 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 be provided to Equity and 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 Insurance Payment(s)

When a flexible model is used, the Theatre will be required to pay the Artist an amount equal to the weekly insurance premium for each week that is not paid in full.

(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 work hours at the rate stipulated in Clause 12(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 11.

(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. Performing Artists may not be called prior to these allowable calls.

For the purposes of the INDIE 3.0, 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 hours of work 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 eleven-and-a-half (11-1/2) consecutive hours with a break of at least one-and-a-half (1-1/2) hours after a maximum of five (5) hours of rehearsal. These two (2) days must involve on-stage, technical, or dress rehearsals.

(ii) After Opening

The total hours of work 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 this Article 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.

2025-2027	
First Two Hours per Hour	\$20.00
After Two Hours per Half-Hour	\$14.00

13. WHAT IS REQUIRED FOR AN ARTIST WHO LIVES OUT OF TOWN?

(A) Return 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, or practical. For engagements of more than one (1) week and where checked bag fees apply, the provision of return transportation shall include the cost of one (1) checked bag each way. Return transportation is to be booked in consultation with the Artist and at times that are agreeable to the Artist. In the case where an Artist books and pays for their own return transportation, the Artist and the Theatre shall agree in advance on the costs, and the Theatre shall reimburse the Artist within one (1) week of the Artist submitting their receipts to the Theatre.

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 and efficient form of transportation is the spirit and intention of this Clause.

14. CAN WE TAKE THIS SHOW ON THE ROAD?

Productions under the INDIE 3.0 may tour.

Local touring is a run-out where the Artist leaves and returns to the Theatre's point of origin on the same day for the purpose of rehearsing or performance, and where no overnight accommodation is required.

Overnight touring is when the Artist is required by the Theatre for any reason to be away from the point of origin for more than ten (10) consecutive hours and overnight accommodation is required.

Along with the request submitted to engage the Artist, in cases where touring is anticipated, a copy of the proposed itinerary, including the rehearsal and performance schedule, proposals for transportation and accommodation, daily expense allowance (per diem) calculations, and performance venue information (including top ticket price and number of seats) shall be included.

(A) Transportation

The Theatre will provide the Artist with all transportation for the tour at no cost to the Artist, including ground transportation to and from departure and arrival points, and, where checked bag fees apply, will provide for the Artist to have one (1) checked bag (each way) at no cost to the Artist. The Artist will travel by such routes as the Theatre may direct. The Artist may be required to travel by commercial bus, plane, train, van, or car. Should any performance be lost through any delays in travel, the loss of the performance will not affect the Artist's contractual fee.

(B) Allowable Hours for Travel

Travel must conclude before midnight and must not begin before 8:00 a.m. (including travel to and from airports, stations, etc.).

The Theatre will not arrange for travel times in excess of the following limits, without the prior written agreement of Equity.

- (i) Two performance day: no travel, no rehearsal
- (ii) Single performance day: five (5) hours travel only with no rehearsal, or a combination of travel and rehearsal up to the allowable hours for rehearsal on a performance day
- (iii) Non-performance day: eight (8) hours of travel only, or a combination of travel and rehearsal up to the allowable hours for rehearsal on a rehearsal-only day. Travel time will commence at the time the Artist is called to be at the departure point and concludes on arrival at the destination (hotel, theatre, etc.).

(C) Rest Stops and Breaks

When travelling by bus, van, or car, there must be a minimum of one (1) rest stop of at least ten (10) minutes for each two (2) hours of travel. For any travel of more than four (4) hours, there must be a one (1) hour meal break which will commence within the fifth (5th) hour of travel. A one (1) hour meal break is not considered part of the travel time when travelling by bus, can, or car.

(D) Free Time Upon Arrival

The Artist will have no less than one-and-a-half (1-1/2) hours free from service upon arrival at the destination.

(E) Accommodation

The Artist is to be provided with accommodation acceptable to the Artist and at no cost to the Artist while on overnight tour.

(F) Daily Expense Allowance (Per Diem)

(i) Full Day Outside Point of Origin in Canada

While on tour outside the point of origin in Canada, the Artist will be provided with a daily expense allowance in Canadian funds of not less than:

2025-2027	
Daily Expense Allowance (Per Diem)	\$69.00

(ii) Late Departure/Early Return Amounts in Canada

In cases where the Artist is not outside of the point of origin for a full day, including for local touring, the daily expense allowance (per diem) may be adjusted as follows:

2025-2027	
Departure after 11:00 a.m.	\$52.00
Departure after 2:00 p.m.	\$32.00
Return before 11:00 a.m.	\$17.00
Return before 4:00 p.m.	\$37.00

These amounts are based on \$17.00 for breakfast, \$20.00 for lunch, and \$32.00 for dinner.

Expense allowance arrangements, including amount and timing of payment to the Artist, must be specified in the Artist's individual engagement contract.

(v) Travel Insurance

The Theatre must pay for Equity travel insurance for each Artist in the amount of six dollars (\$6.00) for tours of up to twenty-nine days, and ten dollars (\$10.00) for tours of thirty (30) to ninety (90) days. For each day in excess of ninety (90) days, the travel insurance premium is \$0.20 per day, per Artist.

(vi) Touring to the U.S.

The applicable per diem for tours to the U.S. is the Canadian per diem noted above in (F)(i) and (ii), but payable in US dollars (\$69.00 USD).

(vii) 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 workday. Please contact Equity to discuss the specific requirements, including increased per diem, in advance of the tour.

(viii) Overseas Touring

Overseas (outside of Canada and the US) tours will require the negotiation of an Overseas 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. Overseas riders require specific language and provisions and must be approved by Equity. Please contact Equity to discuss the specific requirements in advance of the tour.

An Equity Stage Manager is required for overseas tours.

15. HOW ARE STAGE MANAGERS ENGAGED?

(A) Requirement for a Stage Manager

- (i) a Stage Manager is not required for INDIE 3.0 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 3.0 activity/production with a public reading or performance and only remedial technical elements;
- (iii) a Stage Manager is required for an INDIE 3.0 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 3.0 activity/production with performances on tour.

It is acknowledged that the duties of a Stage Manager working on an INDIE 3.0 production may vary from regular stage management duties. Any agreed upon variance from regular stage management duties will be detailed in a rider to the Stage Manager's engagement contract.

(B) Stage Management Work Hours

A Stage Manager may be engaged to work under either the Traditional or Flexible rehearsal model. However, the weekly fee provides only for forty-two (42) hours of work.

As Stage Managers regularly require up to one (1) hour of preparation per day, for each forty-two (42) hour (or part thereof) increment, Stage Managers shall be compensated an additional amount of ninety-five dollars (\$95.00). This additional fee provides for up to six (6) additional hours (no more than one (1) hour per day) to be used for stage management daily prep work only. In the case of Option B – Deferred Model, the guaranteed amount for Stage Management daily prep is \$52.25 per week, and the maximum deferment for Stage Management daily prep is up to \$42.75 per week.

Any work, including daily prep, in excess of eight (8) out of nine (9) hours per day and/or forty-eight (48) hours per week must be paid at the additional services rate in Clause 12(E). Provisions for extended days as per Clause 12(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 8).

(C) Pre-Production – Stage Management Prep

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.

The amount payable for the pre-production prep period is calculated as 1/5 of the applicable weekly fee per day worked, plus the applicable partial week insurance payment.

16. WHAT IF WE HAVE STAGE FIGHTING OR ONSTAGE INTIMACY?

(A) Stage Fighting

(i) Requirement for and Definition

A "stage fight" is a coordinated series of moves with intent to portray violence requiring specific timing and skill, involving either unarmed combat, or the use of weapons or props used as weapons. For the purposes of this Clause, the movement of Artists in possession of weapons that would normally be construed as blocking is not to be construed as stage fighting.

A certified Fight Director will be engaged for productions/activities that involve any of the following elements:

- (i)** Weapons of any sort, including, but not limited to, furniture or other props used as weapons.
- (ii)** Unarmed combat or the portrayal of physical violence, and/or martial arts.
- (iii)** acrobatics, including, but not limited to, choreographed throws and falls.

(ii) Fight Captain

An Artist engaged for the production may be assigned the duties of Fight Captain to monitor stage fights for the duration of the production. This assignment is considered an additional duty and will be compensated in accordance with Clause 7(D). The requirement for and choosing of the Artist assigned to be Fight Captain will be determined by the Fight Director.

(iii) Changes

After the completion of the fight rehearsals, the fight choreography shall not be changed unless:

- (i)** required by emergency;
- (ii)** the physical conditions of the theatre necessitate change and/or deletions; or
- (iii)** where the foregoing conditions do not apply, the Fight Director is first consulted with respect to the proposed changes and offered the opportunity to conduct the necessary rehearsals to implement the required changes. A separate fee commensurate with the work to be done shall be negotiated, subject to the minimum fees expressed in Clause 7(C).

The above shall not apply in the event that the fight choreography for an entire sequence is cut from the production.

(B) Onstage Intimacy

(i) Requirement for and Definition

An Intimacy Director will be engaged for productions/activities that involve onstage intimacy.

Onstage Intimacy is defined as staging that requires one (1) or more Artists to engage in scenes with intimate physical contact. Intimate contact includes, but is not limited to: groping, simulated sex, simulated rape, prolonged kissing, prolonged embrace, demonstrations of affection, demonstrations of sexual violence, etc. Onstage Intimacy may also extend to physical contact between a minor and an adult (which must be determined in consultation with the parent/legal guardian), and instances or direction where an Actor feels that additional consideration is required.

(ii) Intimacy Captain

An Artist engaged for the production may be assigned the duties of Intimacy Captain to monitor scenes and/or moments of intimacy for the duration of the production, for the intention of maintaining the specificity of movement, the artistic integrity of the scene, and to be a possible advocate for each Artist involved in cases where there are further concerns. This assignment is considered an additional duty and will be compensated in accordance with Clause 7(D). The requirement for and choosing of the Artist assigned to be Intimacy Captain will be determined by the Intimacy Director.

(iii) Changes

After the completion of the intimacy rehearsals, the intimacy choreography shall not be changed unless:

- (i)** required by emergency;
- (ii)** the physical conditions of the theatre necessitate change and/or deletions; or

- (iii) where the foregoing conditions do not apply, the Intimacy Director is first consulted with respect to the proposed changes and offered the opportunity to conduct the necessary rehearsals to implement the required changes. A separate fee commensurate with the work to be done shall be negotiated, subject to the minimum fees expressed in Clause 7(C).

The above shall not apply in the event that the intimacy choreography for an entire sequence is cut from the production.

17. WHAT ABOUT EQUITY REPRESENTATIVES?

(A) Equity Liaison

An Equity Liaison, who must be an Equity member, shall be elected for each production.

The role of the Liaison is an important one as they act as a liaison between the Artists, the Theatre and Equity when a complaint or issue cannot be easily resolved. The Liaison plays a vital role in the communication process during the production. Most importantly, at the close of the production, the Liaison will advise Equity if any fees have not been paid or if there are any other outstanding contractual obligations or issues of concern that arose during the production that were not otherwise reported to Equity.

(B) Equity Representatives

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.

18. WHAT ARE THE WORKPLACE CONDITIONS?

(A) Safe and Sanitary Places of Engagement

In all cases, the Theatre must at all times provide the Artist with safe and clean places of audition, rehearsal and performance, as determined by the applicable provincial health and safety regulations for the live performance industry. The Safety Guidelines for the Live Performance Industry in Ontario have been adopted by Equity as the basis of acceptable health and safety standards, and copies are available from Equity. In addition, in some provinces, Workers' Compensation provisions will dictate the health and safety requirements for Artists. It is the Theatre's responsibility to abide by all applicable Workers' Compensation legislation in effect in their province and to pay all premiums as required.

(B) Dressing Rooms/Facilities

The Theatre shall provide clean, properly heated/cooled separate dressing rooms as required by the needs of the Artists, and secure storage for the Artist's personal effects. Dressing rooms shall have adequate lighting, and sufficient 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.

(C) Temperature

The Artist will not be required to participate in rehearsals or performances when the temperature in the workplace (rehearsal and performance venues) is below eighteen degrees Celsius (18°C) or above thirty-two degrees Celsius (32°C). The measured temperature at floor level one-half (1/2) hour before the commencement of rehearsals and/or performance, must be between eighteen (18°C) degrees Celsius to thirty (30°C) degrees Celsius. The rehearsal halls, theatre or venue, stage, wings of the stage, and dressing rooms will have reached the minimum temperature specified above prior to the Theatre requiring the Artist to provide any service whatsoever.

In all cases, humidity and windchill will be taken into consideration for the purposes of determining the temperature.

It is understood that some costuming or production elements may require these parameters to be reviewed and adjusted to ensure the health and safety of the Artist. Equity's determination in this matter will prevail.

Where it is anticipated that an Artist may be required to work in temperatures outside of these provisions, the Theatre must contact Equity with their proposal for consideration. Proposals must address costume considerations, provision of warming/cooling devices and spaces, provision of additional break time, and thresholds for cancellation of rehearsals and/or performances.

(D) Air Quality

Artists shall not be required to provide services in any location where the air quality has been deemed unsafe by the local, regional, or federal authority, or where unsafe exterior air quality conditions have impacted interior air quality.

(E) Non-Standard Venues

Where the Theatre anticipates that activities (rehearsal and/or performance) may take place in non-standard conditions (i.e., outside, ad hoc spaces, etc.), the venue conditions and environment must be discussed with Equity in advance to ensure adequate health and safety considerations are made. The Theatre agrees that there shall always be separate, private dressing facilities as required by the needs of the 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.

(F) Extraordinary Risk and Requirement for a Rider

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 are considered an Extraordinary Risk.

The determination as to what constitutes Extraordinary Risk shall be made by Equity in consultation with the Theatre.

Artists required to participate in activities involving Extraordinary Risk are to be signed to an Extraordinary Risk Rider to be approved by Equity in advance. This rider must detail the exact nature of the risk and provide for all steps taken to mitigate the risk. A copy of the rider, signed by both parties, is to be filed with Equity.

(G) Dance Surface

A dance surface must not pose a hazard, be slippery or dirty. The Artist will not be required to dance (rehearsal or performance) on concrete or marble floors, or on any other surface that the Artist or Equity may feel is unsafe or that may be the cause of an injury to an 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.

19. WHO IS RESPONSIBLE FOR COSTUMES, ETC.?

The Theatre shall provide the Artist with all costume elements, wigs and special make-up. The Theatre shall ensure that costume elements are appropriately laundered and provided to the Artist by the half-hour call.

No Artist shall be required to rent or lend any wardrobe, shoes or hairpiece to a Theatre for use in any production or activity unless the terms of the rental or loan are stated in a rider to the Artist's engagement contract. The rider shall provide for the replacement value of the item(s) and the agreement of the Theatre to reimburse the Artist for that amount should the item(s) be lost or damaged.

Any agreed upon rental fees shall be paid to the Artist on a weekly basis, or with the prepayment. These provisions may be considered to extend to musical instruments, props, or other personal items.

20. 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 their individual souvenir or promotional use. The Artist warrants that they will not use the material for any other purpose.

(B) Promotional Recordings

The Theatre may make a recording of 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 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 their 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 12(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 12(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 3.0, 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. In lieu of offering the right of first refusal, the Theatre may choose to pay the Artist a sum equal to one-sixth (1/6th) of the weekly fee specified in Clause 7(A)(i). The Artist may opt to reject the right of first refusal and will receive the 1/6th 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) Recordings for Use in the Production

(i) Artist Engaged for a Production/Activity

An Artist already engaged for a production/activity may agree to participate in audio and/or visual recordings solely for use in that production/activity.

The recording may only be used during the period in which the Artist is engaged in the production and only for the production for which it has been made. Should the recording sessions take place outside of the allowable hours of work, then the Artist shall invoice the Theatre in accordance with Clause 12(E).

(ii) Artist Engaged Solely for Recording

An Artist engaged solely for audio and/or visual recordings to be used in a production/activity and not otherwise engaged for the production, shall be paid not less than one-sixth (1/6) of the applicable weekly fee per day for recording sessions. Recording days are to be scheduled in accordance with the allowable hours in the applicable Schedule. For the Theatre's use of such a recording, the Artist shall receive a weekly royalty, to be negotiated at the time of the Artist's engagement, of no less than two-and-a-half percent (2-1/2%) of the applicable minimum weekly fee.

(E) 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.

(F) 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 their 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 their 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 they are signed to a separate INDIE 3.0 engagement contract and paid not less than one-fifth (1/5th) of their weekly contractual fee for each day that the Artist provides service. The deductions outlined in Clause 8(A) will apply to the engagement of an Artist for a photo call prior to the engagement period for the production.

21. WHAT HAPPENS IF THE SHOW CAN'T GO ON (FORCE MAJEURE)?

If the Theatre cannot rehearse or perform because of the serious and prolonged illness or the death of a prominent member of the cast, fire, accident, strikes, riot, Acts of God or act of the public enemy or any other reason which Equity considers to be a Force Majeure, which could not be reasonably anticipated or prevented, then the Artist shall not be entitled to their Contractual Fee for the time during which their services shall not for such reason or reasons be rendered, except that the Artist shall receive one-seventh (1/7) of the applicable minimum weekly fee for each day on which rehearsals or performances are not given thereafter including the Artist's Free Day. Should any of the foregoing conditions continue for a period of ten (10) days or more, either party may terminate the Engagement Contract immediately and the Theatre will pay the Artist for all services to date and their transportation back to their place of residence. If the above should occur outside the Point of Origin, the Artist will receive the applicable per diem during the ten (10) day period, or until they are returned to their place of residence.

Equity retains the right to determine on a case-by-case basis if these provisions may be applied.

In the case where Equity determines these provisions will apply, the arrangements will be provided for in a rider to the Artist's contract, specifying the amount paid per day for up to ten (10) days. In the case where the contract is to be terminated after that ten (10) day period, that shall also be provided for in the rider to the Artist's contract. If the Artist has been prepaid their full fee, and there is an amount to be repaid to the Theatre for services not provided, those arrangements will be detailed in the rider.

22. ARE THERE SAFEGUARDS AGAINST HARASSMENT?

It is the Theatre's responsibility to establish and maintain a workplace free from harassment and discrimination. Inappropriate behaviour may include harassment, sexual harassment, bullying, or an abuse of power or discrimination on a prohibited ground which create a negative environment, as detailed in Equity's bylaws and Not in OUR Space! initiative.

Not in OUR Space! is a national anti-harassment and respectful workplace collaboration campaign developed by Equity which seeks to ensure healthy and productive working conditions for all professionals working in live performance across the country. Theatres engaging Artists under the INDIE 3.0 agree to abide by and follow Equity's Not in OUR Space initiative.

The objectives of this campaign are:

- Stopping harassment before it starts.
- Educating Theatres and Artists about prohibited workplace behaviours, to prevent them from happening in the first place.
- Encouraging witnesses as well as subjects to come forward when they experience or observe harassment and bullying (collective responsibility).
- Empowering individuals to act through multiple reporting options, including easy access to Equity support networks.
- Providing resources and assistance for situations where problems do occur.

(A) Joint First Day Statement and Resources

A key piece of the Not in OUR Space! campaign is a Joint First Day Statement presented to the company by both an Equity company member and a representative of the Theatre on the first day of rehearsal. Equity requires both Theatres and Artists engaged under the INDIE 3.0 to facilitate the reading of the Joint First Day Statement. Information will be sent to both the Theatre and the Equity Stage Manager (if engaged) in advance of the first day of rehearsal. If an Equity Stage Manager is not engaged, this material will be sent to the Equity Artist who has been a member the longest.

Equity has developed materials (brochures and posters), which should be clearly displayed in all workplaces. If materials are not available or not posted on the callboard, email notinOURspace@caea.com to have materials sent to you.

More information, including details on Equity's Not in OUR Space campaign, who can help, and what you can do, can be found on [Equity's website](#).

(B) Theatre's Policy

All Theatres must have their own harassment/respectful workplace policy in place. Should a Theatre not have their own policy, Equity has developed a Respectful Workplace Policy Template for use by small scale theatres and indie companies. Theatres wishing to make use of this policy template in order to create their own policy should contact a Business Representative.

All Theatres must file a copy of their harassment/respectful workplace policy with Equity, and all Artists engaged under this Policy are to be provided with a copy of the Theatre's harassment/respectful workplace policy by the Theatre at the time of signing their contract.

(C) Harassment/Negative Work Environment

It is the Theatre's responsibility to establish and maintain a workplace free from harassment and discrimination.

(i) Harassment or Bullying

Harassment includes, but is not limited to:

- (a)** inappropriate or insulting remarks, gestures, jokes, innuendoes or taunting about a person's racial or ethnic background, colour, place of birth, citizenship, ancestry, creed, or disability;
- (b)** unwanted questions or comments about an Artist's private life; or
- (c)** posting or display of materials, articles, or graffiti, etc., which may cause humiliation, offence or embarrassment on prohibited grounds.

Bullying includes but is not limited to:

- (a)** acts or verbal comments that could hurt or isolate a person in the workplace;
- (b)** negative physical contact;
- (c)** repeated incidents or a pattern of behaviour that is intended to intimidate, offend, degrade or humiliate a particular person or group of people; or
- (d)** the assertion of power through aggression
- (e)** abuse of power.

(ii) Sexual Harassment

Sexual Harassment is one or a series of comments or conduct of a gender-related or sexual nature that is known or ought reasonably to be known to be unwelcome/unwanted, offensive, intimidating, hostile or inappropriate. Artists have the right to be free from:

- (a)** sexual solicitation or advances made by any person, whether in a position to confer, grant or deny a benefit or advancement or not; or
- (b)** reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made by any person, whether in a position to grant, confer, or deny a benefit or advancement or not.

Sexual harassment includes but is not limited to:

- (a)** unwelcome remarks, jokes, innuendoes or taunting about a person's body, attire, gender, or sexual orientation;
- (b)** unwanted touching or any unwanted or inappropriate physical contact such as touching, kissing, patting, hugging or pinching;

- (c) unwelcome enquiries or comments about a person's sex life or sexual preference;
- (d) leering, whistling, or other suggestive or insulting sounds;
- (e) inappropriate comments about clothing, physical characteristics or activities;
- (f) posting or display of materials, articles, or graffiti, etc., which is sexually oriented; or
- (g) requests or demands for sexual favours, which include, or strongly imply, promises of rewards for complying such as job advancement opportunities, and/or threats of punishment for refusal such as denial of job advancement or opportunities.

(iii) Negative Work Environment

All or part of the above may create a negative work environment for individuals or groups. This may have the effect of "poisoning" the work environment. It should be noted that a person does not have to be a direct target to be adversely affected by a negative environment. It includes conduct or comment that creates and maintains an offensive, hostile, or intimidating climate.

Any violation of these terms may be deemed a breach of this Policy, resulting in a penalty payment of not less than two (2) weeks' fees for each Artist affected. In addition, an incident of sufficient severity may constitute a material breach of the INDIE 3.0 engagement contract, giving the Artist the right to terminate their INDIE 3.0 engagement contract with the Theatre, Equity consenting.

(iv) Culturally Safe Spaces

In addition to workplaces free from harassment or other health and safety issues, Equity is committed to working towards ensuring culturally safe spaces. To that end, where a production deals with identity-specific content, or characters outside the lived experience of the creative team, the Theatre 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, 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.

23. WHAT IF SOMETHING GOES WRONG?

Should Equity and/or any Artist claim that a Theatre has breached the INDIE 3.0 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 mediation in accordance with the applicable Equity mediation rules as designated by Equity. Should the matter be referred to mediation, a mediator or another individual who is acceptable to both parties shall be chosen by the parties.

The mediator will meet the parties on a without prejudice basis, at a mutually agreeable time and place, in order to review the matter in dispute in an attempt to settle it. The decision of the mediator will be accepted by both parties.

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.

24. WHAT ELSE APPLIES?

There are several other terms that apply to the INDIE 3.0, 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, filing fees 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 professional Artists who are members of Canadian Actors' Equity Association under the terms of the INDIE 3.0.

25. CAN A CONTRACT BE TERMINATED?

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

An Artist may terminate their engagement contract by 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

The Theatre may terminate the engagement contract by 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.

All notices of termination and termination agreements shall be filed with Equity immediately. All termination agreements must specify the date of termination and any compensation or consideration due either party, and are to be signed by both parties.

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.

26. WHEN DOES THIS POLICY EXPIRE?

The INDIE 3.0 is in effect from January 6, 2025, to January 2, 2028.

The INDIE 3.0 may be amended or terminated at any time at the sole discretion of Equity.

INDIE

2025 – 2027

Canadian Actors'

EQUITY

Association

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