

Prologue

We are living in a time of change. A global pandemic and the neo-civil rights movement have exposed structural inequalities in our systems. This is a time of great opportunity. We no longer have to settle for the status quo in anything we do. In fact, we now have the chance to build a new way of being.

Our overall goal is to develop a user-friendly guide for Artists and Theatres to facilitate contracting. Ideally, this guide provides the “ground-rules” that will be common to all contracts, while emphasizing that the details of contracts will be determined by the Artists and Theatre depending on the needs of the Artists and the projects in which they are participating.

The Agreement is structured as if Artists and Companies are contracting freely, subject to the parameters set out in the Agreement. The Agreement is not between members of organizations, but rather individual Artists and Companies who may or may not be members of professional organizations.

Intentions

Support independent contracting between Artists and Performing Arts Companies (Companies)

This Agreement is not a rule book; it provides a foundation upon which Artists and Performing Arts Companies can build individual contracts for the development, rehearsal, production and touring of performance works. This Agreement recognizes the agency and autonomy of Artists and Companies to work together to advance the practice of performing arts through the principles of Artistic Excellence, Fairness, Respect, Wellness and Functionality.

Facilitate growth and development of performing arts in Canada

This Agreement exists to support and facilitate the growth and development of performing arts in Canada by means that celebrate diverse artistic practices, promote respect for all who contribute to the work, and protect the health and safety of artists.

Strengthen the partnership between companies and artists

This Agreement acknowledges the partnership that exists between companies and artists in developing and performing artistic works. We will strive to strengthen this partnership through open communication and a shared dedication to the Principles that underlie this Agreement.

Affirm our mutual interest in supporting artistic creation

By engaging in this Agreement, we affirm our strong mutual interest in the support of artistic creation, and methods of work leading to artistic creation. The development of artists, audiences, new works, companies, and financial resources are, and will be, of benefit to the individuals and organizations that work under this Agreement.

Responsiveness to evolutions in performing arts practice

We are committed to dealing with change as it comes, and amendments to this agreement are always possible through conversation between all parties.

Principles

In applying, interpreting and revising this Agreement, we will strive to respect and embody:

Artistic excellence

Companies and artists want to work together to make great performing arts. There are many ways to undertake artistic creation. The promotion and facilitation of artistic expression and artistic integrity is fundamental to the partnership between artists and companies.

Fairness

Contracts arising from this Agreement and the resolution of any disputes should promote a reasonable opportunity for disputes to be resolved. Undue hardships and unjustified inequality are cause for mediated dissolution of the agreement

Respect

We will exhibit respect for one another and for the terms and spirit of this Agreement. We will also respect the agency of performing arts makers to determine the processes and structures of their artistic creation and to negotiate contractual terms that are specific to their needs in a project or production. This process is outlined below in the example contract section.

Wellness

The emotional, physical, and spiritual well-being of all parties is paramount. If there are concerns that these states of wellbeing are being compromised, it must be discussed and acted upon.

Functionality

We will strive to use plain language, clear formulas and simplified structures and processes as much as possible so that users are able to read, understand and apply this Agreement

Application of the Agreement

I. Parties

- A. Performing Arts Companies (“Companies” or “Company”)
 - 1. A Company is an incorporated or ad hoc organization whose primary work is to develop and / or produce performing arts work.
 - 2. A Company is mandated to or primarily:
 - a) Engages professional Artists, or
 - b) Engages non-professional Artists who work in collaboration with or under the guidance of professional Artists.
 - 3. A Company, for the purpose of this Agreement, may be a coalition of organizations where at least one organization meets the requirements described above.
- B. Member Artists
 - 1. Members of CAEA or any other performing artist organization who wish to work with a Company that employs this Agreement shall be contracted pursuant to this Agreement.
- C. All other Artists
 - 1. SATP Member: If the Artist chooses to join as a full SATP member, s/he will be signed to a Blue Sky contract and receive the Blue Sky minimum fees. The full dues and benefits deductions and remittances will apply.
 - 2. Independent Contractor: An Artist can choose to negotiate a contract of their own design with the Company.

II. Fees

- A. For the purpose of this section, “Artist” includes performers, directors, choreographers and stage managers.
- B. The Minimum Fee for all Artist contracts signed under this Agreement shall be \$750.00 per week. There are no restrictions on paying a higher weekly fee.
- C. Subject to exceptions contained elsewhere in this Agreement:
 - 1. A week is five (5) days at 40hrs in accordance with Saskatchewan labour laws;
 - 2. A full day is a maximum call of eight (8) hours;
 - 3. A half day is a maximum call of four (4) hours;
 - 4. Fees shall be prorated based on a 40-hour work week.
(i.e. a half-day fee is \$750 / 40 hours x 4 hours or \$75.)
- D. Artists are encouraged and empowered to negotiate a higher fee.
- E. The Minimum Fee shall be evaluated and re-determined every 24 months from the date of this contract framework’s publication by SATP.

III. Working Conditions

- A. As described throughout this Section, the Artists and the Company shall work together to ensure the safety and wellness of the Artists while they are engaged in workshops, rehearsals, productions and recordings and any travel or work undertaken outside the point of origin.
- B. Work schedule requirements
 - 1. Artists will be called and remunerated for a minimum of four (4) hours and a maximum of eight (8) hours in a day.

2. Artists may be called for four (4) 12-hour days in the 10 days leading up to the opening of a production.
- C. Breaks and rest days
1. There shall be a five-minute break for each hour of call.
 2. There shall be a one-hour meal break in an eight-hour call day and two one-hour meal breaks in a twelve-hour call day.
 3. There shall be a minimum rest period of 12 hours between call days.
 4. There shall be at least one rest day within each seven-day period. Rest days will be determined one week in advance.
- D. Companies shall take appropriate steps to ensure that the health and welfare of minors involved in projects and productions are protected. This includes age-appropriate supervision, call hours and breaks and the recognition that most minors will also have educational responsibilities during the time that they are engaged in performance-related work. Anyone in contact with minors is subject to a regular vulnerable sector check.
- E. The relevant labour and occupational health and safety standards legislation applicable in each province will apply to any working conditions or contracts not specifically addressed in this Agreement. The Artist is responsible to inform the company of their access needs.
- F. Companies shall take appropriate steps to ensure that the Artists are working in a safe and clean environment. This includes, but is not limited to:
1. Personal Facilities
 - a) Separate dressing rooms for small groups of artists with lights, mirrors, shelves and wardrobe hooks for the Artists' make-up and personal clothing and table space for each Artist; or
 - b) where the Artists' use of the assigned dressing room is not possible, a secure storage space for the Artists' personal effects shall be provided.
 - c) A sink with hot and cold running water and toilet that is separate from those provided for audience use shall be available in, or reasonably convenient to, the dressing rooms. They must be maintained in good working order at all times, and shall be provided with toilet paper, soap and towels;
 2. Provision of ample, clean, cool drinking water for rehearsal and performances;
 3. Proper ventilation and the circulation of fresh, cool air, or heat in in-door spaces used by the Artists;
 4. Proper air circulation and lighting and safe access to any booth or room from which a Stage Manager must call cues;
 5. First aid equipment shall be readily available at all rehearsals and performances. It is the responsibility of the company to provide current and up to date equipment.
 6. It is noted that not all venues in Saskatchewan are currently able to meet all of the above needs. In such situations, it is up to the Artist and Engager to discuss and agree upon suitable working conditions.
- G. Surfaces and Performance areas
1. Artists shall not be required to rehearse or perform in conditions that are unsafe.
 2. The Artist and the Company shall decide jointly whether the conditions are unsafe and determine what steps to take to ensure the safety of the Artists.

3. Open air and tent theatres will be affected by weather conditions. In all open-air and tent theatres, the Company shall make available covered rehearsal space meeting the requirements of this section.
- H. Dance surfaces
1. Artists shall not be required to dance or warm up on concrete or marble floors or on any other surface which is unsafe or may be the cause of an injury to an Artist.
 2. Any surface laid directly over such a floor must provide an air space of at least one and five-eighths (1-5/8) inches between the structural floor and the dancing surface.
 3. Where a dance surface is found to be unsafe, the Artists have the authority to adapt footwear and/or choreography to proceed in a safe manner.
- I. Raked Stage
1. Artists shall not be required to rehearse choreographed movement on a raked stage more than four (4) hours per day on a seven-and-a-half (7-1/2) hour day or five (5) continuous hours when such a call is the only call of the day.
 2. In addition to the limited periods outlined above, in an extended rehearsal day, Artists may be called to work in non-choreographic rehearsals on a raked stage for additional time periods.
 3. In all cases, the Artist shall have access to an unraked or counter-raked surface.
 4. The Company shall notify any applicable artists' associations when and where the rake will be greater than one (1) inch per twelve (12) inches. Notification should be made prior to the construction of a new rake or when the Company decides to use an existing rake that triggers this criteria.
- J. Platforms and Orchestra Pits
1. The edges of platforms and raised stages must be clearly delineated. Pits not in use shall be netted or covered to ensure the Artists' safety.
 2. Where a portable stage is used, platforms must be securely fastened together and evenly joined. Should the joins cause an uneven surface, the stage must be completely covered to ensure a safe and level surface.
- K. Extraordinary Risks
1. "Extraordinary Risks" are defined as:
 - a) the performance of acrobatic feats; suspension from trapezes, wires, or similar devices; stage fighting; the taking of dangerous leaps, falls, throws, catches, knee drops or slides;
 - b) the handling of unusual live animals (including birds, fish, reptiles);
 - c) the use of or exposure to weapons, fire, dangerous chemicals, or pyrotechnical devices;
 - d) work on a rake where the incline is greater than one (1) in twelve (12) inches; work on a raked stage for a performance run in excess of thirteen (13) weeks; and
 - e) the execution of choreography or staging which departs from those accepted techniques of movement and support used in professional dance.
 2. The Company accepts responsibility for the safety of the Artists in the training and execution of Extraordinary Risks.

3. The Company has the right and responsibility to engage qualified individuals to instruct the Artists in the performance of Extraordinary Risks, should the Company and the Artists involved feel that this is necessary to safely train for or execute the Extraordinary Risk.
 4. If the Company engages a Fight Director and that person is not engaged for the duration of the production, the Company, in consultation with the Fight Director, shall assign a fight captain to monitor the stage fight(s) for the duration of the production.
 5. Extraordinary Risk shall be stipulated in a rider to the contract.
- L. Stage Managers
1. Stage managers are Artists and are engaged according to the requirements of the production team.
 2. Stage managers are required for rehearsals and performances where there are:
 - a) more than three (3) Artists in the Ensemble;
 - b) any children (under 16 years) in the cast;
 - c) any Extraordinary Risks, as defined in this Agreement; or
 - d) where 50 per cent or more of the Artists in the cast request a stage manager.
- M. COVID-19 Safety
1. In the event of COVID-19 or any similar public health concern, companies are responsible to work within Provincial Health Guidelines.
 2. Companies will present their safety plans to artists at the time of contracting for discussion and agreement.

IV. Recordings and Promotions

- A. This section pertains to recordings made by the Company of workshops, rehearsals or productions for the following purposes:
1. Industry: for documenting the work of the Company, for funding (or similar) applications, for submitting work to festivals or similar performance or touring opportunities, or for private use by members of the production team;
 2. Public promotion: for promoting the production, the work of the Company, or the work of an Artist involved in the production; or
 3. Commercial: for use by the Company or any other party for financial gain other than the Industry and Public Promotion uses described above.
- B. Livestream: Artists and Companies must negotiate the terms of any Live Streamed work.
- C. ACTRA members are subject to ACTRA rules and regulations.
- D. The Artist and Company are jointly committed to the public promotion of the production and will work together to promote the production.
- E. Standard promotions that an Artist may be required to participate in include:
1. Photos, videos and audio recordings for print, broadcast and internet-based use;
 2. Participation in one media call prior to the opening of a production; and
 3. Other promotional activities as agreed between the Artist and the Company.
- F. Compensation
1. Artist compensation will be prorated, with a minimum 4-hour call, for any recordings or promotion-related work that takes place outside of the workshop, rehearsal, or production call.

2. Artists shall be remunerated for the production of any commercial recordings or commercial use of existing recordings. This remuneration will be determined between the Artist and the Company.

V. Work Outside the Point of Origin

- A. The Point of Origin is the location of the rehearsals for the production.
- B. When a production is outside the point of origin overnight, or longer, artists shall be paid a per diem based on the applicable Treasury Board rates for the location of the work.
- C. The per diem may be reduced where the Company provides meals to the Artist. The Artist is responsible for identifying any dietary restrictions to the Company when it becomes known that the Company will be providing meals.
- D. Work outside the Point of Origin that does not include overnight ("run-out" days)
 1. Should the call require a meal break or extend over regular meal time, the Company shall pay a per diem, as calculated above, reduced by fifty per cent (50%).

VI. Travel and Accommodation Arrangements

- A. The Company will endeavour to make safe and reasonable travel plans to ensure the wellness of the production team while on tour.
- B. In scheduling travel, rehearsals and performances, the Company will endeavor to allow reasonable rest periods for the Artists.
- C. The Company shall be responsible for arranging and paying for the Artists' accommodations when outside the point of origin for any overnight period.
- D. Artists may make their own arrangements for accommodations.
 1. When Artists make their own arrangements, the Company shall pay any regular costs associated with the accommodations.
 2. The maximum cost, in this circumstance, is the amount that the Company would have paid, had the Company made arrangements for Accommodations.
- E. When the Company makes arrangements for accommodations, the Company will also pay for reasonable travel costs between the performance space and the accommodation, in cases where the Artist and the Company determine that it is unreasonable for the Artist to walk to the performance space.

APPENDICES

APPENDIX A SAMPLE CONTRACT TEMPLATE

Contract

This contract is between company X and artist Y

This Agreement at a Glance

Project Mission Statement:

To collaborate with artists and organizations in the theatre sector for the creation of an accessible, respectful, and progressive agreement document for widespread use across Saskatchewan.

Project values: Honesty, Timeliness, Respect

*parties are encouraged to create and agree upon their own values

Relevant parties:

X, Y

Time commitment:

weeks/months from Day, Month, Year to Day, Month, Year

Pay Scale:

Weekly rate

Reporting Structure:

If you have any concerns with A or B please contact F. If you have concerns with C or something we haven't listed, you can also report to G.

Sections of this contract:

- I. Philosophical Foundation of the Agreement, which includes clauses A) Intention of the Agreement and B) Principles of the Agreement.
- II. Application of this Agreement, which includes clauses A) Parties to the Agreement and B) Fees.
- III. Working Conditions, which includes clauses A) Work Schedule Requirements and B) Safety and Wellness.
- IV. Recordings and Promotions, which includes clauses A) Recordings, B) Promotions and C) Compensation.
- V. Work Outside the Point of Origin, which includes clauses A) Remuneration and B) Travel and Accommodation Arrangements

Special Notes: An accessibility accommodation request has been approved. It is:

