

2021-2024 CANADIAN THEATRE AGREEMENT COVID-19 ADDENDUM

Revised October 2021

**Negotiated between Canadian Actors' Equity Association
(Equity) and the Professional Association
of Canadian Theatres (PACT)**

For the purposes of this Addendum, “Addition” means that the Clause is exclusive to this Addendum.

“Amendment” means that the language in the Addendum is to be read in conjunction with the same Clause number in the 2021-2024 CTA.

“Deletion” means that the same Clause number in the 2021-2024 CTA does not apply to the Addendum at all.

Clause reference numbers are drawn from the 2021-2024 CTA for this – the first version - of the Addendum.



Preamble

PACT and Equity agree that the current conditions imposed by the COVID-19 global pandemic may require easements or variations to the terms and conditions of the current Canadian Theatre Agreement in order to accommodate health and safety protocols and to facilitate production.

This COVID Addendum is designed to address in general terms the more common considerations that may arise. Theatres that require easements or variations in excess of those captured in this Addendum may apply to Equity for a concession to address their specific needs.

Due to the current instability in the live performance sector, it is understood that this is a living document which may need to be amended. PACT and Equity agree to meet no less than every three months, or more often if required in order to review this Addendum.

Term

It is understood that this Addendum will become null and void thirty days following the lifting of all restrictions on public gatherings by Municipal and/or Provincial Authorities in the Theatre's Point of Origin. Should a Theatre elect to require restrictions which exceed those dictated by their Municipal and/or Provincial Authorities within their venue, they may request access to the provisions of this Addendum upon application to PACT and Equity.

If, once expired, the Municipal and/or Provincial Authorities in the Theatre's Point of Origin reinstate restrictions on public gatherings, this Addendum will be considered to be in force again.

Should the Theatres within an individual PACT region require easements specific to their region, they may, in consultation with PACT and Equity, request that those variations be appended to this Addendum.

If a production is on tour outside of the Theatre's Point-of-Origin, the Addendum will continue to apply as long as the public health restrictions are in place in that location.

Notice to Artists and Equity

Artists must be notified in writing of any easements or variations the Theatre intends to apply to the engagement at the time of audition or offer, whichever comes first.

At the time of filing a Production Registration Checklist, the Theatre will provide Equity with their Health and Safety protocols, including any vaccination requirements, along with the easements or variations they intend to access for review. Should modifications to what was intended be required, the Theatre will advise Equity in writing as soon as possible.

PACT and Equity acknowledge that the physical filing of contracts and posting or delivering of notices to the Artists may be done electronically.

Pre-Production Meeting

The Theatre will arrange a pre-production meeting on the first day of Stage Management prep with the Stage Manager, Director, at least one representative from the Theatre's senior staff, and the staff person(s) responsible for COVID procedures. The purpose of the meeting will be to completely review the protocols and safety measures in place for rehearsal, performance, and all related activities. Additionally, the Theatre will confirm the procedures in place for company members to report and act on concerns with respect to health and safety.

The meeting will also include a discussion of precautionary actions that the Theatre requires and/or is recommending to all Artists, the Theatre's responsibility to the Artists in the event of illness, and the Artists' responsibilities to ensure that they act to minimize the risk of infection to themselves, to other Artists and to the staff and guests of the Theatre.

PACT and Equity agree that everyone has a shared responsibility for the health and safety of the community as a whole. However, the enforcement of the Theatre's COVID safety protocols rests solely with the Theatre.

Benefits and Fundraisers Policy

The Theatre does not need to ask for a concession in order to access the terms, conditions and fees of the Benefits and Fundraisers Policy. Such an arrangement must appear as a rider to the Artist's CTA Engagement Contract.

8:06

Audition Code

ADDITION

In the event that a season or production was cast and subsequently postponed, the requirement for the Theatre to hold General Auditions is waived. It is understood that Theatres may not be able to hold Auditions, including General Auditions, in person as is required and that Theatres may need to avail themselves of self tapes, video submissions or remote auditions in order to fulfill their casting requirements.

Should a Theatre elect to make use of an audition services platform (i.e. Casting Workbook, Breakdown Services/Actors' Access) and there is a cost associated with Actor submissions via this platform, the Theatre will provide the Artist with an alternative method for their submission that is free of charge (i.e. Vimeo, YouTube).

In the case of Musical Theatre Auditions, in lieu of providing an accompanist, Theatres will provide Artists who are auditioning remotely with both the sheet music and a recording of the accompaniment.

In the case of dance auditions, the Theatre must provide a recorded sample of choreography to the Artists in advance of the remote audition. The Artist shall not be required to choreograph themselves.

Use of an Artist's recorded material for any purpose other than auditioning is prohibited and subject to a claim of a breach of the CTA.

In lieu of a Sign-in Sheet, the Theatre will send to Equity a list of those Artists who auditioned.

15:00

Company Categories

Preamble

ADDITION

It is presumed that during the pandemic, Theatres will have reduced revenues due to restrictions placed on public gatherings. A Theatre that has had a history (defined as two (2) or more seasons) of consistent category will not be required to complete Company Category Calculations while the Addendum is in force.

For Calculation during the 2020-2021 Season under 15:02(B) where no change in Category is requested, the Company Category Calculation for each venue undertaking a season of activity will remain the same as the category that was established for the 2019-2020 season.

Theatres that elect to complete Company Category Calculation(s) under Clause 15:02(A) or (B), will complete Category Calculations using the methods stipulated in the CTA and as amended below.

15:02 (A) Single Productions, Not Part of a Series AMENDED

For Single Productions, Companies may assume the category confirmed for the 2019-2020 or venue season will continue to apply, or for a different venue, the greater of the category under which they contracted in the 2019-2020 season.

Theatres that had a consistent category in the 2019-2020 season will retain the same category for activity for the 2020-2021 season.

In circumstances that warrant a financial need (including but not limited to large scale casts, free, pay-what you-can, or other pricing reductions in excess of 40% from their historical norm) a company may file a Single Production category calculation and lower their historical category as follows:

Category A or B – may lower their Category by no more than two (2) categories

Category C, D or E – may lower their category by one (1) category

In order to lower the category, a Theatre must complete a full company category calculation, provide the information stipulating the restrictions on sales (distancing and/or gathering limits from the health authority), and published or confirmed pricing information.

15:02 (B) Series of Productions with Consistent Ticket Price AMENDED

Companies that have historically completed a Category Calculation under 15:02(B) may elect to use Clause 15:02(A) or (B) for the duration of this Addendum.

Upon application by the Theatre to Equity, the Theatre may request a reduction in Company Category based on the following maximum reductions:

Historic Category	Category Reduction Allowed
Category A and B	2 category max, to C & D
Category C and D	1 category max, to D & E
Category E through G	No reduction

When making an application for a reduction of Company Category, the Theatre may be required by Equity to provide supporting documentation as per Clause 15:03 Supporting Documentation.

Any reductions in Company Category under this Addendum are temporary. The Theatre's company category will be restored upon the expiry of the Addendum. Should the COVID Addendum expire during a production, the temporary Company Category Calculation will be effective until the end of the existing engagement contracts for productions in rehearsal or performance.

Post-Pandemic ADDITION

Post -Pandemic or on termination of this Addendum, where a Theatre plans and produces a full season of activity and is completing a Category Calculation under Clause 15:02 (B) the calculation for a season of activity will use the subscription discount based on the 2019-2020 season calculation if subscriptions were completed and closed, or the subscriptions from the 2018-2019 season, whichever is higher.

24:00	Rehearsal Conditions	ADDITION
	<p>It is understood that normal rehearsal hours may need to be modified (not extended) in order to accommodate any health and safety requirements of the venue or production. Except in the case of Emergency Rehearsals, the modification of rehearsal hours may not infringe on an Artist's Breaks, Free Day, Overnight Rest or Span of Day/Week.</p> <p>Theatres are encouraged to schedule frequent short breaks in order to allow Artists the opportunity to leave the space and go outside to remove their masks or make themselves comfortable.</p>	
24:04	Standard Rehearsal	AMENDED
	<p>(A) Standard Hours</p> <p>For the purposes of sanitization or adherence to other COVID related protocols, the Theatre will solely make the determination on the length of the meal break during the rehearsal process, not to exceed the limitations outlined in the CTA.</p>	
26:01	Half hour call	AMENDED
	<p>It is understood that the half hour call may need to be extended by no more than an additional half hour in order to accommodate any health and safety protocols, including temperature checks, health surveys or staggered entry into the workspace.</p>	
27:00	Clothes, Make-Up, Musical Instruments, and Props	ADDITION
	<p>It is understood that in addition to any requirements from any provincial or regional health authority, or the Theatre's own protocols, the following conditions should apply.</p> <p>In any cases where physical distancing is not possible (i.e. wardrobe fittings, wig applications, sound checks etc.), masks and personal protective equipment must be worn as stipulated by the Provincial and/or local public health regulations.</p>	
27:02	Personal Clothing and Hair Pieces	AMENDED
	<p>If the Artist is wearing their own personal wardrobe items (including shoes), they may be asked to launder them themselves without the payment of any Additional Duties fees. The Theatre will pay the appropriate rental fee and will pay for any dry cleaning and/or repair of items during or at the end of the engagement as required.</p> <p>Any wardrobe items accessed during a wardrobe fitting shall be either appropriately disinfected, for example by steam or UV wand, or left untouched for the period of time recommended by the applicable public health authority before they can be worn by another Artist.</p> <p>All wigs or hairpieces provided by the Theatre will be properly disinfected prior to use. There shall be no sharing of any hair accessories, including hair brushes.</p>	
27:03	Make-up	AMENDED
	<p>All Artists will use their own makeup and makeup/makeup equipment cannot be shared. Any specialty makeup required shall be provided to each Artist individually by the Theatre.</p>	

- 27:09 Provision for Musical Instruments or Props ADDITION**
In the event that a prop or musical instrument is not the personal property of the Artist and used exclusively by them, the prop or musical instrument shall be properly disinfected between uses.
- (C) Microphones ADDITION**
All headsets used by Stage Management, Directors or other theatre personnel shall be for their exclusive use and labelled as such. Battery packs shall be disinfected before distribution every day. Any microphones for Actors shall be treated in the same way.
- 29:05 Public Transportation ADDITION**
Where artists are required to use public transportation in the Point-Of-Origin, the local public health guidelines or the Theatre's protocols apply, whichever is most stringent.
- 34:02 Minimum Period AMENDED**
When the contractual dates are terminated due to COVID related circumstances, and the production is able to resume under a new CTA Engagement contract, the minimum two (2) week period of engagement is not required. If the new engagement is less than one (1) week, the Artist will be compensated at a rate of 1/6 of their weekly contractual fee per day including the Free Day.
- 38:01 Notice Period AMENDED**
When the production is cancelled before the first day of Stage Management prep due to COVID related circumstances, the Theatre's obligation for termination notice is reduced to one (1) week. This would apply in circumstances of an individual Artist contracting COVID or being obligated to quarantine/self-isolate, the entire production being cancelled, or government health regulations changing from the time offers are made, thus making the production financially or otherwise not viable.
If a Theatre's insurance policy provides coverage for productions that were unable to proceed or the Theatre accesses government or other funding that reimburses them for these specific losses, a reduction of the notice period allowed for in Article 38:00 will not apply.
- 38:04 Termination Before Rehearsals AMENDED**
Should an Artist choose to terminate their CTA Engagement contract under the provisions of Article 38:04, their obligation for Termination notice is also reduced to one (1) week if the circumstances for termination are related to COVID-19.
- 38:15 Absence Due to Illness or Injury ADDITION**
It is understood that the provisions of this Clause will also include a requirement by the Municipal Public Health Authority for an Artist to self-isolate or quarantine.
- 38:22 Re-opening of Production AMENDED**
The minimum period of re-opening under Clause 38:22 shall not apply if the production was closed early due to COVID related circumstances.

- 46:00 Recordings and/or Live Streaming ADDITION**
- (A) In Conjunction with Live, In Person Audience**
When the Theatre is conducting live streaming in addition to live, in person performances, the live streaming will not affect Company Category Calculations or Fees as described in this Agreement. The Theatre will contact the local ACTRA branch to determine applicable fees for Artists engaged on an Equity contract participating in live streams or recorded productions.
- (B) No Live, In Person Audience**
When the production is being performed without a live, in person audience due to COVID related restrictions, contracting for the recording or broadcast of the performances will be under the agreed-upon ACTRA agreement. Any rehearsals that are not for camera or other elements specific to the recording and/or broadcast and which occur on a separate day or week from the recording shall be contracted at no less than the appropriate CTA fee. The venue's historical company category will determine the appropriate CTA fee. For Theatres that operate more than one (1) venue at different categories, the higher category shall apply unless PACT and Equity agree that the nature of the recording or broadcast warrants a lower category. Under these circumstances, Clause 34:02 Minimum Period shall not apply.
However, the provisions of Clause 60:09 Special Category may apply for Directors on CTA Engagement Contracts for the rehearsal week(s) only.
Directors, Fight Directors, Choreographers, Intimacy Directors, and Stage Managers shall receive no less than the equivalent ACTRA rate on a rider to their CTA Engagement contract for the live stream or recorded portion of a production.
At the time of offer of a CTA Engagement Contract, the Theatre shall communicate to the Artist whether the production may include a live stream or recording at any point during the contractual period, and clearly state in a rider what the additional stipulations or obligations to ACTRA will be.
If any live stream, commercial or commercial recorded elements are added that were not agreed upon at the time of contracting, the Artist will be compensated at the appropriate ACTRA rate. In that case, the Theatre shall cover the cost of any permit fees which may be due under the ACTRA contract.
In any case where the permit fees required by ACTRA are greater than thirty percent (30%) of the payment being received from that ACTRA contract, the Theatre shall cover the cost of the permit fee on behalf of the Artist.

- 49:00 Touring ADDITION**
- Preamble**
Where Artists will be travelling between Provinces and/or Municipalities while on tour, the most stringent of the applicable public health guidelines will apply for the entire duration of the tour, including guidelines for travel in public conveyances.
If a production is on tour outside of the Theatre's Point-of-Origin, the Addendum will continue to apply as long as the public health restrictions are in place in that location.

- 49:23 Use of Other Vehicles ADDITION**
For the purposes of Clause 49:22, company members who have agreed to travel only with members of the same company may do so in a personal vehicle where social distancing cannot be maintained.
- 55:00 Theatre for Young Audiences ADDITION**
Preamble
During the pandemic, increased cleaning and sanitization protocols will be required for Theatre for Young Audiences performances both in venues and while school touring. In order to allow for these measures, the number of allowable hours in a single day or week under Article will not be inclusive of any time that may be required for the sanitization of sets, props and costumes.
- 55:14 Presentation Previsions AMENDED**
(A) Presentation Hours
(ii) Unused Presentation Hours Available for Load-ins and Load-Outs
A maximum of one hour per day of the unused allowable weekly presentation hours may be used for the fulfilment of COVID health and safety protocols.
(C) Starting Time
Given that Theatres may have to find alternate performance models if schools are not able to go on field trips or welcome Artists into their premises, Theatres operating under Article 55:00 will be allowed to schedule more than 65% performances in a week after 4:30 p.m. provided that the Theatre notifies PACT and Equity of an alternate performance schedule no later than two (2) weeks in advance.
(D) Performances per Day
Theatres may be looking to program shows with a shorter running time in order to schedule more performances in a day while meeting mandated capacity restrictions. Accordingly, Clause 55:14(D) shall be suspended while this Addendum is in effect. The provisions on Maximum Hours per Day in Clause 55:14(B) will remain in effect.
- [NOTE: There are no amendments or additions to Clause 55:14(B)]*
- 55:16 Travel ADDITION**
In order to mitigate risks to Artists on tour while operating under Clause 55:16 Travel, the Theatre shall take additional precautions to ensure vehicles are sanitized daily and Personal Protective Equipment requirements align with Provincial mandates where physical distancing cannot be maintained. Similar precautions will be taken to meet Provincial, School or Venue protocols (whichever one is strictest) during Set-Ups, Strikes, Load-Ins and Load-Outs (Clause 55:25).
- 55:23 Unpaid Hiatus AMENDED**
An interruption to a production operating under Article 55:00 caused by provincial or regional lockdown shall be considered an allowable hiatus, up to a maximum of fourteen (14) days.

60:06/61:09/62:07 Director, Choreographer, and Fight Director Royalties

AMENDED

When the performance dates are interrupted due to COVID related circumstances and performances are able to resume, resulting in those performances extending beyond the initial closing date, royalties would be owed only in circumstances where the total number of performances now exceeds the original performance schedule.

63:06 Pre-Production Preparation Time

(A) Original Stage Management Personnel

AMENDED

When the Stage Manager's contract is terminated due to COVID related circumstances, and the production is able to resume with the same Stage Manager under a new CTA Engagement contract, the requirement for Stage Management to be engaged for one (1) week prior to the commencement of rehearsals or performances may be reduced to a minimum of two (2) days in consultation with the Stage Manager.



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