



HC BILL 26-2

The Elara Totem Act

An Act to guarantee the dignity of labor by establishing minimum wage protections, a government minimum wage, partial work session rights, Elara's Wage for public works, payment and moral rights for artists, and protections for artistic attribution, watermarks, and creative labor.

BILL · 26TH TOTEMIAN PARLIAMENT

Introduced July 8th, 2026

Nuxart (Member of the House of Commons, The Birthday Party)

Be it enacted by the Emperor's most Excellent Imperial Majesty, by and with the advice and consent of the Lords and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Chapter 1 - Labor

Explanation of Wage Structure

This Act uses a half hour wage system because labor in the Totemian Empire typically occurs in short bursts, temporary sessions, public works assignments, commissions, or limited tasks rather than continuous 40 hour employment.

A 30 minute work session is the basic wage unit. It reflects the actual working patterns of the Empire's people and ensures that even the shortest period of labor is measured and compensated with the dignity it deserves. The unit also allows payment rules to be applied clearly and consistently.

The wage amounts and formulas in this Act are chosen to make paid labor meaningful, to prevent exploitation through underpayment, and to guarantee that whenever a worker provides labor power, the compensation received is worthy of the time and effort given.

The Civil Code shall be amended and the following title and its content shall be inserted:

AMENDING TEXT

Title 6 - Labor

Chapter 1 - General Provisions

Article 1: Minimum Wage

Section 1: Half Hour Wage

The Totemian Empire shall use a half-hour wage system for minimum wage purposes. A half-hour wage means the payment owed for 30 minutes of labor power provided by a worker. This unit ensures that even the briefest contribution of labor is measured and compensated with the dignity it deserves.

Section 2: Minimum Wage Amount

The minimum wage of the Totemian Empire shall be 22 SL per half hour.

Section 3: Employers

An employer is any individual, business, organization, office, or other entity that hires or contracts another person to provide labor power in exchange for payment.

Payment may be made in SL, items, materials, goods, resources, or any mixed form. A worker may freely accept any lawful form of payment.

For minimum wage purposes, SL is the primary measure of value unless the worker validly waives the minimum wage under this Title.

Settled payment means a fixed payment accepted for a specific contract, project, completed work, or agreed task instead of payment calculated by half-hour wage.

Section 4: Payment

Only an individual employer who has at least 5,000 SL shall be required to pay the minimum wage.

Only a business, organization, office, or other entity that has at least 3,000 SL or makes at least 1,000 SL per month shall be required to pay the minimum wage.

Section 5: Right of Payment Choice

Workers have the right to receive the minimum wage unless they freely choose to waive that right in exchange for another form of payment.

A worker may, by their own free will, agree to receive payment in SL, items, materials, goods, resources, or any mixed form of payment instead of the minimum wage.

No prospective employer may trick, pressure, threaten, retaliate against, or otherwise manipulate a worker into waiving the minimum wage or accepting payment below what they would have received under the minimum wage.

A worker's waiver of the minimum wage shall only be valid if it is made knowingly, clearly, and by their own free will, without deception, pressure, retaliation, or improper influence by the prospective employer.

Section 6: Agreement

A wage agreement or minimum wage waiver is enforceable only after approval by the Judiciary or certification by a Notary Public.

Formal contracts must be submitted to the Judiciary. Basic written agreements, including those made by messages, posts, or written statements, may be certified by a Notary Public.

Before certifying, the Notary shall review the terms, identify the parties, and confirm the agreement clearly states the payment owed, its form, the labor power provided, and the parties' agreement. If the agreement waives the minimum wage, the Notary shall confirm the worker, acting with full knowledge and of their own free will, agreed to the waiver free from deception, pressure, or retaliation. Any doubt must result in refusal.

Upon certification, the Notary shall record the terms, date, parties, and evidence relied upon, and transmit the certified record to the Judiciary.

Certification may be refused if the terms are unclear, edited, disputed, incomplete, unlawful, or do not clearly show agreement by the parties. Certification or approval does not make unlawful terms valid.

Section 7: Breaks

Workers of the Totemian Empire shall receive a 30 minute break for every 4 hours of consecutive working time. This break is mandatory and may not be waived or reduced by any agreement.

A worker whose consecutive working time is less than 4 hours is not entitled to a break under this Section, unless otherwise agreed.

Section 8: Employment Terms

A prospective employer must state the basic terms of the job before any labor power is provided. The required terms are: the payment and its form, whether the minimum wage is waived, when and where the labor is to be provided, responsibilities, expectations, consecutive working time, and breaks.

These terms must appear in the formal contract or basic written agreement. If a job posting is used, it must state the payment and its form, responsibilities, expected consecutive working time, and break terms when known. A later contract may clarify the posting, but all terms must be clear before the worker agrees.

If any required term is missing, unclear, or disputed, the Judiciary shall resolve the matter in favor of the worker and apply the highest applicable wage standard for all labor performed.

Section 9: Wage Claims

A worker may bring a claim before the Judiciary if an employer, prospective employer, managing authority, or project manager fails to pay wages due, refuses agreed payment, misrepresents or conceals terms, coerces, retaliates, or otherwise interferes with the worker's free will concerning payment.

If the Judiciary finds wages were owed, it may order payment of the unpaid amount, the agreed amount, the minimum wage, the government minimum wage, Elara's Wage where applicable, and any other remedy needed to correct the violation and restore the worker's rights.

Accepting payment below the minimum wage does not waive the right to the full amount. The minimum wage remains owed unless the employer proves, by clear evidence, that the worker, acting with full knowledge and of their own free will, waived the minimum wage in exchange for the stated payment, free from any deception, pressure, or retaliation. Any doubt is resolved in favor of the worker.

Where the employer acted in bad faith, deceived the worker, concealed material terms, or manipulated the agreement, the court shall resolve all disputed questions of fact and contract interpretation in favor of the worker. The state will not permit exploiters to profit from their own deception.

Section 10: Minimum Wage Updates

His Imperial Majesty's Treasury may update the minimum wage by Policy Order to preserve its real value for working people. Each update must use a market price metric calculated from data collected and maintained by the Treasury.

The metric shall measure the month to month change in total market prices. For each month, the Treasury shall compute a median total market price by combining central prices with the median price of sold items. Services are excluded. If the data are incomplete or unreliable, no update shall be made.

Market Change = (Current Median Total Market Price – Previous Median Total Market Price) ÷ Previous Median Total Market Price

New Minimum Wage = Current Minimum Wage × (1 + Market Change)

The Policy Order shall state the current minimum wage, the previous and current median total market prices, the percentage change, the calculation used, and the new minimum wage.

Article 2: Government Minimum Wage

Section 1: Government Wage Standard

AMENDING TEXT

A government employer shall pay the government minimum wage to every worker providing labor power in a non-salaried government position. The state, as an employer, must set the standard for the dignified treatment of labor.

The government minimum wage is set automatically at 42 percent above the minimum wage per half hour.

Calculation: Government Minimum Wage = Minimum Wage × 1.42

For example, if the minimum wage is 22 SL per half hour, the government minimum wage is 31.24 SL per half hour.

Payment shall be made in SL, stated to no more than two decimal places.

Section 2: Government Employers

A government employer means the Judiciary, the Totemian Empire, any government recognized by the Totemian Empire, the states of the Totemian Empire, the localities of the Totemian Empire, the lower and upper governments of the Totemian Empire, and the administrative subdivisions of each. All organs of the state, without exception, bear the duty to uphold the dignity of labor by paying the government minimum wage.

No government employer may be excluded from this Article unless this Title expressly provides otherwise.

Section 3: Non-Salaried Positions

A non-salaried government position means any position, appointment, assignment, or contracted role where the worker does not receive a formal salary that expressly covers the labor power provided.

No worker shall be denied the government minimum wage because the work is temporary, informal, administrative, physical, digital, clerical, service-based, or assigned through a government office. The right to the wage attaches to the labor, not to the classification of the position.

Section 4: Salaried Positions

AMENDING TEXT

A worker who receives a formal salary from a government employer is not owed the government minimum wage for labor power that salary expressly covers.

If a worker provides labor power beyond the scope expressly covered by that salary, the government minimum wage is owed. The employer bears the burden of proving that the labor in question falls within the salaried duties. Any doubt is resolved in favor of the worker. No other payment rule may be used to avoid this obligation unless it provides equal or greater compensation for the same labor.

Section 5: Relationship to Elara's Wage

The government minimum wage shall not be used to deny, reduce, replace, avoid, or limit Elara's Wage.

If a worker is eligible for Elara's Wage for the same labor power, Elara's Wage shall control instead of the government minimum wage.

No government employer may classify labor power under this Article for the purpose of excluding a worker from Elara's Wage where Elara's Wage is owed under this Title.

Article 3: Partial Work Sessions

Section 1: Full Half-Hour Wage

A worker shall earn the applicable half-hour wage after providing 30 minutes of labor power in a work session.

The applicable half-hour wage shall mean the wage owed under the minimum wage, the government minimum wage, Elara's Wage, or any other wage standard created under this Title.

Section 2: Work Sessions Under 30 Minutes

If a work session ends before 30 minutes have been completed, the worker shall be owed half of the applicable half-hour wage if the worker provided reasonable labor power during that time.

Half of the applicable half-hour wage shall mean 50 percent of the wage that would have been owed for a completed half-hour under the applicable wage standard.

Section 3: Reasonable Labor Power

Reasonable labor power shall mean labor power that made a real contribution to the job, project, employer, government, public, or other person receiving the benefit of the work.

Reasonable labor power shall be judged by the work actually performed, the purpose of the job, the usefulness of the work, the amount completed, the difficulty of the work, the time spent, and the circumstances that caused the work session to end before 30 minutes.

A worker shall not be denied partial payment solely because the work session ended before 30 minutes if the worker made a real and useful contribution during that time.

Section 4: Additional Reasonable Payment

A worker who provided labor power in a work session lasting less than thirty minutes is entitled to seek additional payment beyond one-half of the applicable half-hour wage when the worker's contribution fairly warrants it. No labor is too brief to possess value, and the state recognizes that even partial work sessions contribute to the social product and must be honored accordingly.

Additional payment under this Section shall be reasonable and shall not exceed the amount required to justly compensate the worker for the labor power actually expended. The measure of compensation is the labor itself, not the convenience or profit of the employer.

In deciding whether additional payment is owed, the Judiciary shall be guided by the principle that all honest labor commands respect and that the worker shall not bear the cost of circumstances beyond their control. The Judiciary may consider the nature, usefulness, urgency, and social significance of the contribution, including whether the labor was substantial, necessary to the project, urgently required, or important to society, to government, to the public, or to the person receiving the

benefit of the work. No worker shall be denied additional payment merely because the work session was cut short or because external factors reduced the immediate usefulness of the labor provided.

Section 5: Claims and Remedies

A worker may bring a claim before the Judiciary whenever an employer, prospective employer, government employer, managing authority, or project manager refuses partial payment, underpays partial work, misrepresents a partial work session, conceals partial work terms, or otherwise denies just compensation for labor power provided before a work session ended. Partial labor is still labor, and any attempt to treat it as unworthy of payment is an affront to the worker's dignity and to the social value of all labor.

The Judiciary shall order payment of half the applicable half-hour wage and may award additional reasonable payment, the agreed amount, damages, fines, or any other remedy necessary to correct the violation and restore the worker to the position they are rightfully owed. In determining additional payment, the Judiciary shall be guided by the principle that no contribution of labor is too small to be respected, and that underpayment, whether by neglect or design, is a form of exploitation that the state has a duty to remedy.

This Article applies to the minimum wage, the government minimum wage, Elara's Wage, and every other wage standard created under this Title, unless this Title expressly provides otherwise.

Chapter 2 - Public Works

Article 1: Elara's Wage

Section 1: Recognition

Elara's Wage is established in recognition of Elara Totem's support for high wages for government construction workers.

Section 2: Half Hour Wage

AMENDING TEXT

Elara's Wage is fixed at four times the minimum wage per half hour. This premium rate is a statutory recognition that labor performed for public works is social labor dedicated to the advancement of the whole people, and it must be compensated at a level that reflects both the dignity of the worker and the public value of the work.

A half-hour wage means the payment owed for thirty minutes of labor power provided.

A public works project means any construction, repair, infrastructure, land development, building, public art, monument, memorial, decoration, landscaping, cultural work, or other physical public improvement that is authorized, managed, funded, or approved by the Totemian Empire for public, governmental, cultural, ceremonial, or territorial use. These projects are the property of the people, and the labor that builds them is owed full respect and full compensation.

Elara's Wage is owed to every worker who provides labor power on a public works project of the Totemian Empire, subject only to the narrowly defined conditions set out in Section 3 of this Article.

Section 3: Exemptions and Requests

A person who holds a position under a government employer is not entitled to receive Elara's Wage for labor on a public works project only if all of the following conditions are met:

- (a) the specific labor performed on the public works project falls squarely within the duties described in their formal position;
- (b) they receive a formal salary that expressly covers that specific labor; and
- (c) the government employer can demonstrate, by clear evidence, that the labor was not additional, extraordinary, or outside the scope of normal salaried duties.

The burden of proving the exemption rests on the government employer or managing authority. Any doubt shall be resolved in favor of the worker's entitlement to Elara's Wage.

AMENDING TEXT

If a person's government position expects or requires them to provide labor on a public works project but they do not receive a formal salary for that position, they are entitled to Elara's Wage automatically. No request is required. The managing authority shall ensure payment without delay.

A person who receives a settled payment from the Totemian Empire or another government employer for specific completed work is not entitled to Elara's Wage for that same work, provided the settled payment was freely agreed to, properly certified, and equal to or greater than what Elara's Wage would have yielded. If the settled payment falls short, the worker remains entitled to the difference. No settled payment agreement may be used to contract out of Elara's Wage in advance for labor not yet performed.

The managing authority shall maintain records of all workers providing labor on a public works project and their payment status. A worker denied Elara's Wage under this Section may bring a claim before the Judiciary, which shall order payment of the full amount owed plus any additional remedy required to uphold the dignity of labor.

Section 4: Artists

Beginning on July 10, 2026, any artist creating approved artwork for the Totemian Empire is entitled to receive Elara's Wage for time spent on the work and an artist completion payment upon completion. This entitlement exists independent of any salary, stipend, or other compensation the artist may receive.

An artist is any person who creates, designs, draws, paints, edits, renders, decorates, models, composes, or otherwise produces artwork in any medium or format. This includes artists who hold no formal artistic position and artists serving in propagandist positions whose duties include creating artwork for the Empire. Holding a salaried position shall not reduce, offset, or disqualify an artist from Elara's Wage or the artist completion payment.

The amount, form, requirements, and completion terms of the artist completion payment must be negotiated, approved, or agreed to before the artwork is completed. The artist completion payment is a separate right from Elara's Wage and may not be combined, waived, or reduced unless the artist's free and informed consent is confirmed by a Notary or approved by the Judiciary.

Artwork is eligible under this Section if it is requested, assigned, approved, accepted, funded, or otherwise recognized by the managing authority. If no artist completion payment is agreed before completion, no completion payment is owed unless another lawful agreement provides otherwise.

Article 2: Public Works Breaks

Section 1: Right to Breaks

Persons providing labor power on public works projects for the Totemian Empire shall receive breaks in accordance with Chapter 1, Article 1, Section 7 of this Title.

Section 2: Dynamic and Static Breaks

Breaks may be dynamic or static.

A dynamic break may be taken by the worker at will based on the work being performed.

A static break shall be scheduled ahead of time.

Chapter 3 - Creative Labor and Artistic Works

Article 1: Elara's Passage

Section 1: Artist Use Requirements

An artist has the right to set reasonable requirements for how their artwork may be used, credited, displayed, modified, copied, distributed, reposted, removed, transferred, or reused. This right is inherent in the artist's creative labor.

Artist use requirements may be stated in a contract, basic written agreement, written notice, message, post, commission term, or any other clear writing connected to the artwork.

Section 2: Later Requests

After artwork is created or distributed, the artist retains the right to request a modification, extension, restriction, clarification, takedown, correction, compensation, or other reasonable measure concerning the use of the artwork.

A later request is enforceable if it is accepted by the person using the artwork, approved by the Judiciary, required by existing law, or ordered as a reasonable remedy for misuse. In deciding whether to approve or enforce a later request, the Judiciary shall consider the artist's right to protect the integrity of their work and the social value of their creative labor.

A later request applies only to future use after clear notice is received. It does not punish past use that was lawful at the time it occurred.

Section 3: Public Artwork Without Restrictions

Artwork that an artist voluntarily posts in a public channel, without payment, without a separate agreement, and without restrictions stated in the post or attached to the artwork, shall be freely usable by others to use, modify, alter, repost, recreate, or build upon.

A person who uses, modifies, alters, reposts, recreates, or builds upon artwork made free under this Section shall not acquire the right to restrict that same free use by others. Any later artwork created from, based on, or built upon such freely shared artwork shall likewise remain freely usable by default.

This Section does not diminish the artist's inalienable right to be identified as the author or to prevent distortion, mutilation, or other modification that would prejudice their honor or reputation. This Section shall not permit false credit, impersonation, removal of a watermark, or violation of any later enforceable request made under this Article.

Section 4: Watermarks

An artist has the right to place a watermark, signature, mark, seal, or other identifying feature on their artwork. This right flows from the artist's creative labour and is an aspect of the artist's dignity.

No person may knowingly remove, hide, crop out, cover, alter, or bypass an artist's watermark without the artist's permission. Removal or alteration that has the effect of concealing the artist's identity or evading this Article is equally prohibited.

If a watermark is removed by mistake, formatting, compression, editing, or technical handling, the person responsible shall promptly correct the issue upon receiving notice, where reasonably possible. Failure to correct after notice constitutes a violation of this Section.

Section 5: Enforcement and Remedies

The Totemian Empire and the Judiciary shall proactively recognise, uphold, and enforce valid artist use requirements, watermark protections, and later enforceable requests under this Article. This duty arises from the state's obligation to protect creative labour and the dignity of the artist.

An artist may request enforcement by the Totemian Empire or bring a claim before the Judiciary. The Empire may also initiate enforcement on its own motion whenever it becomes aware of a violation.

The Judiciary may order any remedy necessary to correct the misuse and restore the artist's rights, including takedown, removal, correction of credit, restoration of a watermark, compensation, fines, damages, public correction, and restriction of further use. Every remedy shall be sufficient to restore the dignity of the artist and to deter future exploitation.

Section 6: Private Artistic Works

AMENDING TEXT

This Article applies to all artwork, regardless of who commissions or uses it, including artwork created for private persons, businesses, organizations, religious institutions, government employers, or any other entity.

An artist's right to control the use, credit, and integrity of their work is inherent in their creative labour and cannot be waived in its core aspects. An artist may set use requirements through a contract, agreement, commission term, written notice, message, public post, watermark, caption, file notice, delivery notice, or any other clear writing connected to the artwork.

Every person or entity that receives, uses, modifies, reposts, distributes, transfers, displays, sells, or benefits from the artwork shall comply with the valid use requirements that were agreed to, attached to the artwork, publicly stated with the artwork, or made known before or during use.

A later user may not avoid those requirements merely because they were not a party to the original agreement, provided they had notice of the requirements or the requirements were clearly attached to the artwork.

A later user who, without fault, had no notice of hidden requirements is not liable for past use that was lawful and reasonable at the time, but must comply with the requirements for all future use once clear notice is received.

No person may remove, hide, crop out, separate, or bypass a watermark, caption, file notice, delivery notice, or any attached use requirement if the purpose or effect is to evade the obligations of this Article. Any contractual term that purports to extinguish the artist's right to attribution or to authorize grossly exploitative use shall be presumed void unless the state, after hearing the artist, determines the waiver was made with genuine, informed consent and serves a legitimate social purpose.

END OF ACT



UNDER THE GREAT SEAL