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CTA



The Canadian Theatre Agreement
 between Canadian Actors' Equity Association
 and the Professional Association of Canadian Theatres

FACT

Begins July 17, 1995
Terminates June 16, 1996

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PREAMBLE

I. Agreement made between Canadian Actors' Equity Association (hereinafter called "Equity") and the Professional Association of Canadian Theatres (hereinafter called "PACT").

II. PURPOSE

The general purpose of this Agreement is to secure for the members of Equity who are independent contractors, members of Equity who are employees, and those members of PACT, who engage Equity Artists the full benefits of orderly collective bargaining (including but not limited to hours of work, minimum fees and working conditions) and the administration of matters within the purview of this Agreement.

III. RECOGNITION OF CANADIAN ACTORS' EQUITY ASSOCIATION

PACT agrees to recognize Equity as the exclusive bargaining representative of all the Artists engaged by its members for the purpose of collective bargaining and the administration and interpretation on their behalf of matters within the purview of this Agreement.

The term "Artist" as used in this Agreement, shall include all members of Equity: Actors and other Performers; Production Stage Managers; Stage Managers; Assistant Stage Managers; Directors; Choreographers; Dance Captains. PACT agrees that it has notice that Equity is affiliated with the Canadian Labour Congress.

IV. RECOGNITION OF PROFESSIONAL ASSOCIATION OF CANADIAN THEATRES

Equity agrees to recognize the Professional Association of Canadian Theatres as the exclusive bargaining representative on behalf of those members of PACT that engage Equity members for the purpose of negotiation of this Agreement and the organization with whom any question as to the interpretation of this Agreement is to be settled. Equity agrees that it will not conduct negotiations toward a different form of an agreement with individual members of PACT who are signatories to this Agreement without the written permission from the Chairman of PACT or his/her designated representative.

The term "Theatre" shall mean a PACT member with which the Artist negotiates the engagement contract for services rendered.

V. PROGRAMME NOTICE

PACT theatres engaging Equity members agree to include the following notice in their house programmes:

"Name of Theatre" is a member of the Professional Association of Canadian Theatres and engages under the terms of the Canadian Theatre Agreement, professional Artists who are members of Canadian Actors' Equity Association.

The Theatre agrees to display the Canadian Actors' Equity Association emblem in the lobby of the theatre -whenever possible. The Equity emblem shall be supplied by Equity and remain the property of Equity and shall be returned on demand.

VI. APPLICATION OF AGREEMENT

This Agreement shall apply to all members of Equity engaged by members of PACT as actors, directors, choreographers or stage management personnel in the preparation and presentation of a theatrical production in any venue and, to the extent provided for in this Agreement, the recording (preservation) of the audio or visual aspects of such productions in whole or in part. This Agreement shall likewise apply to all regular and associate members of PACT which engage members of Equity. Non-PACT Theatres wishing

to access the CTA may do so by becoming associate members of PACT for the duration of the production. PACT will provide Equity with a membership list which shall be maintained and updated on a regular basis, and will confirm that non-PACT Theatres using the CTA have made arrangements to become associate members. "Co-ops" and ad hoc groups may use the Canadian Theatre Agreement without becoming regular or associate members of PACT.

VII.

EQUITY - PACT JOINT STANDING COMMITTEE
Equity and PACT agree to establish a Joint Committee comprising at least three (3) members from each association. The purpose of this Committee is to:

(A) enhance understanding and co-operation between the two associations, to discuss matters of common interest and concern, and to work together in joint action when this is deemed advisable;

(B) provide a forum for the consideration of such matters as may be referred to it under the provisions of the Arbitration procedures of this Agreement.

VIII. INTELLECTUAL PROPERTY RIGHTS

PACT and Equity agree to meet with the Playwrights Union of Canada before January 1, 1996 to discuss issues of intellectual property rights, in order to reach an agreement on these issues in a timely fashion.

IX. HEALTH AND SAFETY GUIDELINES

PACT and Equity agree to incorporate the Ontario Health and Safety Guidelines for Live Performance into the Canadian Theatre Agreement in the form of an Appendix as soon as, and to the extent that, the Ontario Ministry of Labour permits. It is agreed that at that point, the Preamble to Clause 22 shall be amended to include the following: "The Theatre agrees to provide the Artist with safe and sanitary places of engagement. The Theatre further agrees that it is subject to the Health and Safety standards established by the Province in which it is located. In the absence of provincial guidelines, the Theatre agrees that the guidelines contained in Appendix II provide a basis of acceptable health and safety standards, by which the provisions of this Clause 22 are to be interpreted."

X. SECURITY

PACT agrees to investigate the concept of a pooled bond for PACT member Theatres. PACT and Equity agree to meet to discuss the outcome of this investigation by June, 1996, and consider subsequent actions, if any.

XI. CANADA/U. S. JOINT PRODUCTION PROVISIONS

Equity and PACT, in conjunction with American Actors' Equity and the appropriate parallel U.S. producers' organizations, agree to undertake negotiations in a timely fashion for provisions for Canada/U. S. Joint Productions.

XII. SECTOR 2 PROMOTIONAL VIDEO

Equity and PACT undertake to enter negotiations in a timely fashion with ACTRA to develop an agreement for Sector 2 video and television promotion as an extension of Clause 41, and with respect to Clause 3206 for Sectors 1 and 2.

XIII. SUPPLEMENTARY ACCIDENT/SICKNESS INSURANCE, SECTOR 2

Equity and PACT agree to discuss for Sector 2, A-2 productions, a means of providing Artists engaged therein with a supplementary accident/sickness insurance benefit which would increase the weekly income benefit available to an Artist in the event of a disability.

The following **Clauses** shall constitute the terms of this Agreement and shall govern the engagement of Equity members by PACT member theatres:

1. EQUITY MEMBERSHIP

101. Artists in Good Standing

As a **condition** of engagement, all Artists, except non-professionals as provided herein, shall be or become members of Equity, and shall be members in good standing during the entire term of their engagement.

102. Artists Not in Good Standing

If the Artist is not in good standing, he/she shall:

(A) Immediately remit his/her outstanding dues and/or assessments to Equity; or

(B) Arrange with the Theatre to remit said dues immediately to Equity and for the Theatre to deduct an agreed amount weekly from the Artist's fee until the Theatre is reimbursed.

103. Payment of Artists' Equity Dues

2/1 The Theatre agrees to deduct two percent (2%) of the Artist's weekly in-town contractual fee from the Artist's remuneration and remit same to Equity in accordance with, and subject to, the terms and conditions of payment outlined in Clause 1413 (Remittances).

When the Artist is on tour the two percent (2%) deduction shall be applied to the contractual fee only and not to the per diem.

2. LAWS GOVERNING THIS AGREEMENT

201. Except as provided hereinafter, this Agreement shall be subject to and construed by the laws of the Province in which the Theatre has its point of origin.

202. If the provisions of any statute applicable to the contract of engagement are in conflict with the contract, then the contract of engagement shall be deemed to be modified so as to comply with the statute.

203. Any Clauses contained herein illegal in Canada, or any Province, Territory or Municipality thereof shall not be binding therein. Any illegality in any Clause or Agreement shall not affect any other Clause or Agreement.

204. If any provision of this Agreement shall be held invalid or unlawful by any tribunal of competent jurisdiction, the remaining provisions shall not be affected thereby, but shall remain severally valid, binding and in full force and effect.

205. Interpretive Powers of Equity Council

Should there be any conflict between Clauses, or any basis for more than one (1) interpretation as to the meaning of them, the Council of Equity has the right to determine, on behalf of its members, the correct interpretation or to resolve the conflict, and its decision shall be binding upon Equity, and its members, subject to Clause 49. All signatories to this Agreement shall be immediately notified of such interpretation.

206. Interpretive Powers of PACT Executive Committee

Should there be any conflict between Clauses or any basis for more than one (1) interpretation as to the meaning of them, the PACT Executive Committee or its designated representative shall be the negotiators with Equity on behalf of the

PACT member or members concerned in settling questions of such conflict between Clauses or interpretations as to meaning of Clauses. See also Clause 49, Arbitration.

207. Oral and Written Interpretations

As far as the Theatre is concerned, the interpretation of the engagement contract is its own responsibility and cannot rest on Equity. Where there is conflict between Clauses of the Agreement, or a dispute as to the interpretations of any Clause, Equity's interpretation shall prevail subject to the provisions of Clause 49, Arbitration. Oral or telephone rulings and interpretations by Equity are binding upon both Associations and their members and may only be changed by Equity if expressed in writing. *A copy of any written interpretation and of all rulings shall be promptly filed with PACT.* Written rulings, or interpretations must either be approved or given by the Executive Director, or other **authorized** representative, and any such rulings shall be binding only when the representatives act within the power delegated to them by the Equity Council.

208. Estoppel

Reasons given by Equity for requiring members to do any act, such as withdrawing from a cast, shall not preclude Equity from giving or relying on other or different valid reasons for its action. Similarly, a Theatre shall not be precluded from giving alternatively different valid reasons for its action or actions.

3. RESPONSIBILITY OF THE ARTIST

301. Membership in Equity

It is understood that it is the responsibility of the Artist to maintain membership in good standing in Equity, to inform management of the Theatre that he/she is in good standing, and to furnish evidence to the Theatre and the elected Deputy when requested.

302. Infractions

The Artist agrees to abide by all contractual obligations stated in his/her engagement contract **and all riders** attached thereto. Infractions of this Agreement and/or Equity rules may subject the Artist to disciplinary proceedings, in accordance with the Constitution and By-Laws of Equity.

303. Rules and Regulations

The Artist agrees to abide by all reasonable rules **and regulations** of the Theatre which are not in conflict with the provisions of this Agreement, any CTA Engagement Contract or the rules of Equity. Any such special rules and regulations must be posted by the Theatre on the notice board at the theatre and rehearsal hall.

304. Absences from the Theatre's Point of Origin

The Artist agrees to request the Theatre's written permission to absent him/herself for a period of time from the immediate vicinity of the Theatre's point of origin, or to locate his/her lodging for the duration of the engagement contract outside of the Theatre's point of origin, such request to be stated in writing. The Theatre agrees to post this rule outlining its specific time and distance limitations.

305. Use of Theatre's Facilities

The Artist engaged under this Agreement may only use the Theatre's facilities for non-contractual activities with the written agreement of the Theatre.

306. Property of the Theatre
No person engaged under the Agreement shall remove or cause to be removed any equipment or material that is the property of the Theatre, from the Theatre's jurisdiction without the written consent of the Theatre.

307. Impairment
(A) If the Artist is unable to rehearse or perform due to intoxication or similar impairment, the Theatre may determine that the Artist shall not rehearse or perform. The Theatre undertakes to report all such occurrences to Equity forthwith. In the case of such intoxication or impairment, the Theatre may terminate the Artist's contract under the provisions of Clause 38 of this Agreement.

(B) In the circumstances outlined above, the Theatre may request relief from the provisions of **Clause 38 (Termination)** in order to terminate without further payment. Equity may grant such relief when it has been satisfied that the Artist was intoxicated or similarly impaired. Additionally, if a rehearsal or performance is cancelled as a result of the above circumstances, the Theatre may request the Equity Council to decide if the Artist shall be liable for any loss incurred.

308. Exclusive Service of the Artist
Except as otherwise provided for in the CTA Engagement Contract, the Artist shall not accept any concurrent engagement from the date of beginning of rehearsal, and until said CTA Engagement Contract is lawfully terminated, without the written consent of the Theatre. The Theatre shall make every effort to accommodate the Artist's request.

In the case where an Artist has received permission to accept a concurrent engagement, he/she shall fulfil all the terms and conditions of the original contract, particularly as regards rehearsal and performance provisions, unless permission for the Artist's absence is specifically described (dates, times) and agreed to by the Theatre in **advance** in writing.

Failure to comply with these terms may result in the original Theatre requiring the Artist to terminate the concurrent engagement forthwith.

4. MANAGEMENT RIGHTS
Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives of management are retained by the Theatre and its management.

5. ARTIST'S OBLIGATION TO EQUITY
501. Nothing contained in any CTA Engagement Contract signed by any member of Equity shall be construed so as to interfere with the carrying out of any obligation which a member owes to Equity by reason of his/her membership therein. The Theatre shall not request or require any member to do anything forbidden by the Constitution and By-Laws of Equity or by such rules made by the Equity Council or its **authorized** representatives which are not in conflict with this Agreement.

Each of the Parties to this Agreement shall file with the other changes to its Constitution, By-Laws and

rules made by the Council or Executive Committee of Equity or the Board or Executive of PACT, on the date that such changes become effective.

502. Equity Constitution and By-Laws
It is understood and agreed that if the Constitution, **By-Laws, Rules** and Regulations of Equity as they now exist or as they may hereafter be amended, are in conflict with the fulfilment of the provisions of these Clauses, then the provisions of these Clauses shall prevail.

503. Membership
Equity agrees that it will accept as a member of CAEA any person the Theatre wishes to engage subject to the Constitution, By-Laws, Rules and **Regulations of CAEA as they now exist** or as they may hereafter be amended.

504. Discipline of Members
However, notwithstanding the above, nothing herein contained shall be deemed to limit the right of CAEA to suspend, expel or otherwise discipline any member or refuse to admit any non-member pursuant to the Constitution, By-Laws, Rules and Regulations of CAEA.

6. CANADIAN ACTORS' EQUITY ASSOCIATION - SPECIAL PROVISIONS

601. Benefit Performances
Members of Equity may rehearse for and play in benefits without remuneration only for the Actors' Fund of Canada. There shall be at least one (1) such benefit per season in addition to the regular schedule of performances at the discretion of the Theatre and Equity unless other arrangements are made with Equity. Dates of the benefit performances are to be mutually agreed upon between the Theatre and Equity in advance.

A Theatre may, with a minimum of two (2) weeks' notice, schedule an extra performance, that is to say a ninth performance in a regular engagement week, or a performance on a normal Free Day, as a benefit performance for the Actors' Fund of Canada, subject to the approval of Equity. In such **performances, Equity artists** will take part without remuneration. Notwithstanding the foregoing, other **benefit performances may** be scheduled with prior written approval of Equity but only if an Actors' Fund of Canada benefit has been scheduled for that season.

602. Membership Meetings - Privilege of Artists to Attend

Provided that Equity shall have given the Theatre two (2) weeks' notice in writing, the Theatre shall not require the **services** of the Artist for rehearsals (except in cases of dress rehearsals, or rehearsals on an opening date or on the seven (7) consecutive day rehearsal period after opening) at any time when a regularly called meeting of Equity is being held within a reasonable distance of the City where the Artist is being engaged. Time off for this purpose shall not be counted as part of that day's rehearsal period. Such time off shall only be made up during the seven (7) days preceding and/or following the meeting, but not more than two (2) extra hours per day.

603. Special Power to Act for Artist
(A) Whenever it is provided in this Agreement or in any engagement contract that something may be done by a member:

- (1) at the option of, or with the consent of, or at the request of Equity, or
 - (2) on the demand of, or with the consent of such member, then Equity, representing the Artist, has, and is given, authority to act for, and in the place of, the member, and to assert his/her position, or make his/her request or demand, as the case may be, with all of the power and authority of the member him/herself without liability to itself.
- (B) In all cases where by virtue of this Agreement and/or any CTA Engagement Contract, the consent, approval or initial interpretation by Equity is required and Equity has, and reserves full discretionary power in giving its consent to change, modify, amend or limit rights of any of its members, said action to be taken on behalf of Equity in writing by the Executive Director, or one of the Executives especially authorized by him/her to act.
- (C) Equity may represent its members in any dispute which may arise with the Theatre, and Equity may, at all times, represent its members in relation to any matter arising out of this Agreement or any CTA Engagement Contract. When any act or request or consent of any such member is provided for in such contract, the request, consent, or approval of Equity shall, for all purposes, be deemed the consent, request, approval or act of the member.

604. Deputies and Representatives

Equity Deputies shall be permitted in each company. Authorized representatives of Equity shall have free access to all members of Equity 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.

605. Company Meetings

- (A) At all meetings of the Equity company called by the Deputy, voting shall be by secret ballot.
- (B) Should any situation arise where the Theatre wishes the company to consider any alterations to the standard CTA Engagement Contracts, or to the provisions of this Agreement, it shall first approach Equity for a concession. Equity shall then arrange a meeting of the company at which neither the Theatre nor its representative shall be present. Any action proposed by the Equity company shall not however, be binding without the written approval of Equity.
- (C) Attendance at meetings of the Equity company shall be restricted to the Equity members contracted for that production.
- (D) The determination of the Council of Equity as to any issue arising under the provisions of Clause 605 shall be final and binding upon the Theatre and each Artist insofar as such determination does not contravene or conflict with any of the terms in this Agreement.

606. Auditions Code

For the purpose of this Clause, an audition may constitute interviews, readings from a given text, presentation of prepared pieces, improvisations and call-backs. (See Clause 53, Musical Auditions).

The following Clauses apply to all auditions (except as stipulated hereunder):

- (A) Where Equity receives a complaint regarding an audition venue, Equity shall be given the opportunity to inspect the said venue and if deemed unsuitable an alternate suitable venue shall be found at the expense of the Theatre.
- (B) Actors shall be called to audition at specific times and shall not be called in groups unless necessary for physical screening, improvisation or voice blending.
- (C) Auditions shall be limited to three (3) calls of a maximum of one (1) hour each per actor for each production which may be assigned. Said Actor shall be compensated at the rate of one eighth (1/8) of minimum weekly fee for the Company Category in which the production will be presented, for each audition over three to which he/she is called.

For Sector 2 theatres, if the first audition is a general call, where no individual appointments are scheduled in advance of the date of the call, that call shall be in addition to the three unpaid calls, provided that the artistic team conducting the audition must be identified by name and title to the Artists not later than when the appointment is made. For each production mounted by the Theatre, the Theatre agrees to hold auditions in Canada prior to the holding of auditions elsewhere. Furthermore, for each production, there will be a final audition call in Canada, and such auditions will be conducted by an individual having full casting authority; additionally, in the case of the final audition call, the Director of the production must be present and must see all auditionees called back to the final audition.

- (D) Auditions for casting must be held for Equity members and Equity registered Apprentices in advance of auditions held for non-Equity performers. Whenever possible, the Theatre will make provision for evening auditions as part of its audition schedule in order to provide an opportunity for those artists who are working during the day.
- (E) Where the needs of the Theatre dictate, at least once per year the Theatre will hold auditions in one major centre in Canada (e.g. Halifax, Montreal, Ottawa, Toronto, Winnipeg, Regina, Saskatoon, Calgary, Edmonton, Vancouver). Such auditions may be general in nature in order to review available talent or for specific production(s). Additionally, the Theatre will schedule auditions in the city of origin once per year, provided this is practical and of benefit to the Theatre and the Artists. Whenever possible the audition announcement will include the list of plays to

be produced or the list of plays from which the season is to be chosen, The announcement will state whether the audition is to be of a general nature or for specific productions. Notwithstanding the provisions of paragraph one above, the Theatre will hold auditions in one major centre in Canada within every two (2) years.

- (F) The Theatre will make every effort to advise Equity at least four (4) weeks in advance of all announced general auditions which are to be held in Toronto, and at least six (6) weeks in advance of all announced general auditions which are to be held outside of Toronto. Equity will post notices of such auditions on its notice boards, and when convenient advise the membership through its Newsletter. Equity will be advised of all auditions except those restricted to Artists who have been specifically invited to audition.
- (G) The Theatre shall provide an accompanist for all musical auditions involving singing, except where the Artist wishes to accompany him/herself or is required in the production to sing without musical accompaniment.
- (H) Dance auditions must be conducted on approved dancing surfaces (see Clause 2206).
- (I) Either the Director, Musical Director, Composer or Choral Director or an appropriate representative of the Theatre with casting authority must be present at all singing auditions.
- (J) When the Artist is required to audition with specifically requested material which is not readily available, the Theatre shall provide such material.
- (K) When an Artist is required for a "re-call audition", on the same day, that re-call shall take place within a one-and-one-half (1½) hour time period or the Artist shall be given an opportunity to return at a later date or time to be decided upon by the Theatre and the Artist.
- (L) When Equity members are requested by the Theatre to audition with prepared songs and/or monologues, they shall be given the opportunity to perform all said prepared songs and/or monologues in the absence of the other auditionees.
- (M) Whenever auditions and/or interviews are held the Theatre agrees to provide:
 - (1) A designated area where smoking is not permitted.
 - (2) Audition rooms, change rooms and waiting rooms which are properly lighted, ventilated and heated during inclement or cold weather to at least 20 degrees C.
- (N) The assignment of casting for a production exclusively to a casting agent or talent representative is strictly prohibited.
- (O) Audition notices submitted by the Theatre to Equity will be included in Equity's Newsletter at the discretion of Equity. Equity agrees to notify PACT of the press deadlines by means of a schedule covering each July through June period, Equity reserves the right to change its deadlines, in which event PACT will be

notified. Deadlines for the next three issues of the Newsletter will be published in every issue. Equity will arrange a special mailing to the membership if requested and if the cost of the mailing is reimbursed to Equity.

- (P) Space in Toronto may be made available by Equity to the Theatre at a nominal fee for the purpose of interviewing and/or auditioning Equity members.
 - (Q) Equity will undertake to arrange audition appointments for no charge, upon request.
 - (R) For Musical Theatre, please refer to Clause 53.
 - (S) The presence of cameras or other recording devices at auditions is strictly prohibited. With the Actor's agreement, the Theatre may take a still photograph of the Actor during the audition.
- 607. Sex and Nudity**
- (A) No Nudity shall be permitted at Equity interviews or general auditions.
 - (B) No Equity member shall be required to disrobe in whole or in part, until after he/she has been auditioned as an actor and/or singer and/or dancer.
 - (C) Nudity in whole or in part is only permitted at auditions for specific roles and only under the following conditions: The Theatre shall inform Equity and PACT at least one week prior to the auditions indicating the roles in the production for which nudity is required. The Artist must receive notification that nudity is required for the audition at the time of arranging the audition. In no case may the Artist receive less than twenty-four (24) hours notice of such a requirement. The Artist has the right to bring a monitor of his/her choosing to the audition. Equity has the right to appoint a representative as monitor, The Theatre will confirm the privacy of the audition space. The only other persons who may be present at the audition are those with a direct artistic relationship to the specific production. There may not be more than five (5) such people present. Nevertheless, the Artist has the right to require that only the director and a monitor be present at the time of the audition. Failure to abide by these provisions will be deemed to be a breach by the Theatre and will require the payment in accordance with Clause 901(A).
 - (D) No sex acts shall be required of any member of Equity at any audition.
 - (E) Actual sex acts which are prohibited in public by the Criminal Code of Canada shall not be required of any member of Equity during rehearsals or performances nor of any other person in any rehearsals or performances in which members of Equity take part.
 - (F) Where nudity and/or acts of a sexual nature are required of an Equity member in the course of a stage presentation, the member must be so advised in writing in advance of his/her signing the contract and the script shall be submitted to him/her for prior review if he/she so requests.
In addition, these requirements must be

stipulated in a rider to the Artist's contract. Where these requirements arise in the course of rehearsal and the Artist involved gives his/her consent, they shall be stipulated in a rider to the contract to be signed by both the Artist and the Theatre and immediately filed with Equity. The Artist is not obliged to give such consent. Should the Artist involved refuse said consent and should the Theatre decide to replace the Artist, then the Theatre will pay to the Artist a penalty equal to double the applicable termination settlement or compensation for each week to the end of the run of the production, whichever is the lesser amount.

608. Personal Harassment

Harassment is subjection to any conduct or comment which is known, or ought reasonably to be known, to be unwelcome or offensive, which creates an intimidating working environment, or which denies individual dignity and respect. Harassment is prohibited on the grounds of sex, race, sexual orientation, racial or linguistic origin, creed, marital status, pregnancy, family status, age, disability or citizenship, as well as any other prohibited ground defined by legislation in the jurisdiction in which the Theatre has its point of origin. (For more detail on sexual harassment, please see Appendix I.)

When such behaviour occurs, the offended party shall make known to the harasser, either directly or indirectly, that it is unwelcome behaviour. Should the behaviour continue, it must be reported to the Theatre's representative, who at the discretion of the Artist, may inform the Business Representative of Equity; or to the Business Representative of Equity, who shall inform the Theatre. The Theatre has a duty to take immediate steps to investigate the complaint in as discreet and confidential a manner as possible, and to take appropriate action, up to and including dismissal, against any person found to have violated Clause 608. A complaint to the Theatre or the Business Representative of Equity regarding Clause 608 will in no way prejudice the complainant's engagement. In the circumstances outlined above, the Theatre may request relief from the provisions of Clause 38 (Termination), in order to terminate an Artist's contract without further remuneration. Equity may grant such relief, provided it is satisfied that such termination of the Artist's contract is appropriate. In the event that the Theatre and Equity are in dispute with respect to any matter arising from the application of this Clause, either party may refer the dispute to the dispute resolution procedures of Clause 49.

7. DISCRIMINATION

701.

There shall be no discrimination against any Artist or applicant for a part, or position by reason of race, colour, creed, sex, national origin, or sexual or affectional preference. Any violation of this Clause by either of the parties to this Agreement may be submitted to the appropriate Human Rights Authority.

When it is alleged that an Artist's engagement has been terminated due to **discrimination** as described above, the matter may be submitted to the

Arbitration procedures in this Agreement.

In the event the arbitrator determines that discrimination has been practised he/she shall have the authority to direct reinstatement and/or assess such monetary damages, not to exceed contractual fee and fringe benefits lost, as in his/her opinion will compensate the Artist or Theatre for any such loss as he/she may have suffered by reason of said discrimination.

702.

The Artist shall not be required to render any services to the Theatre in any theatre or any place where it has been determined that discrimination because of sex, race, colour, or creed or sexual preference or national origin is practised against any Artist, or where such discrimination is practised against any patron as to admission to or seating in a theatre or other place of performance. Where there is a dispute as to whether such discrimination has taken place, the Artist will continue to render his/her services until final determination has been made under the provisions of Clause 49.

703.

Equity and PACT and the Theatre agree that in view of the cultural diversity of the country, they will endeavour to expand the participation of all minority and ethnic groups in Canadian theatre,

8. DISCRIMINATION FOR ASSOCIATION ACTIVITY

801.

The Theatre shall not dismiss or otherwise **penalize** any Artist for fulfilling his/her duties or obligations as a Deputy, elected officer, or member of Equity.

802.

Any Equity member who claims that the Theatre has given him/her notice or otherwise **penalized** him/her for fulfilling his/her duties **as an** Equity member, may present his/her case to the Equity Council who shall give the Theatre the opportunity to be heard if it desires to avail itself of this opportunity. If the Equity Council is satisfied that such activities are the real cause of dismissal or of any penalty, it shall have the power to determine the character and the amount of a penalty to be assessed against the Theatre. Should the Theatre disagree with the Equity Council's decision or with the assessed penalty, it may appeal through arbitration according to the further provisions of Clause 49.

803.

In the event the engagement of a Deputy is terminated, the Theatre will furnish the reason for this termination to both the Deputy and Equity simultaneously and in writing. Whenever an Equity Deputy is dismissed or otherwise **penalized**, Equity shall investigate the reasons for such dismissal or **penalty**. If Equity is satisfied upon investigation that said Deputy was dismissed or otherwise **penalized** for fulfilling his/her duties or obligations as a Deputy, his/her case shall be presented to the Equity Council who shall give the Theatre the opportunity to be heard if it desires to avail itself of this opportunity. After said hearing, where the Equity Council determines that the deputy has been dismissed or otherwise **penalized** for fulfilling his/her duties or obligations as a deputy, the Equity Council shall have the power to determine the character and the amount of a penalty to be assessed against the Theatre. Should the Theatre disagree with such determination by the Equity Council or with the assessed penalty, it may

appeal through arbitration according to the further provisions of Clause 49.

- 804.** Should the Theatre fail to pay a penalty assessed against it, Equity agrees that it will not attach the Theatre's bond for payment of such penalty prior to sixty (60) days from the date of the final assessment of such penalty.

9. BREACHES

901. (A) Breaches by the Theatre

Should Equity and/or any Equity Artist claim that a Theatre:

- (1) has breached this Agreement, or
- (2) has breached any engagement contract of any member, or
- (3) has made any false statement in connection with any engagement agreement or standard CTA engagement contract form tendered to the Artist, or
- (4) has engaged any member of Equity for duties which fall within the scope of this Agreement under any form of contract other than a standard form, or
- (5) is in default under any engagement contract with any member of Equity, or is in breach of any such engagement contract, or
- (6) has knowingly engaged or continued to engage subsequent to notice by Equity any other Artist who is not a fully paid-up member in good standing of Equity, or
- (7) has failed to give or deposit security at the time and in the form and amount required by this Agreement, then in any such event, upon final determination that such breach(es) has/have occurred, the Artist may with the consent of Equity terminate forthwith his/her engagement. In addition, the Theatre agrees that it will pay the Artist forthwith in full for all services rendered by him/her not already paid for, plus any other sum to which the Artist may be entitled by this Agreement or his/her engagement contract, and also as liquidated damages, no present basis of calculation existing, a sum equal to two (2) weeks fee. Should any claim, arbitration procedure and/or final determination occur after the Artist's engagement has terminated, except as provided for above, the final determination may include such payment for damages as may be deemed fit. Should any breach be claimed neither the giving of any performance by the Artist, nor any omission of any act by the Artist, or Equity shall be or act as a waiver of any of the rights of either the Artist or Equity. Should it finally be determined that a breach has occurred, Equity is hereby given authority without prejudice, and without penalty to itself, to intervene and require the Artist to perform, or otherwise act, not to perform, or not to take advantage of any such breach, said requirements to be made by Equity under such terms and conditions as it may in its sole discretion consider just and

equitable. All of the foregoing is without prejudice to any other or any further rights given to the Artist or Equity by this Agreement or his/her engagement contract.

- (B) PACT agrees to consider any request from Equity to discipline a member theatre of PACT for breaches of this Agreement.

902. Breaches by the Artist

- (A) In the event that the Theatre alleges an Artist has breached the engagement contract during the engagement period due to any of the following, and that the Artist does not provide a reasonable explanation, the Theatre may impose the following penalties, upon written notification to the Artist (copied to Equity and PACT), and provided the Theatre has fulfilled its obligations under Clauses 304 and 1801(F), to be deducted from the contractual payment:

(1) For each call missed, rate as outlined in Clause 1414, per hour of missed call, to a maximum of 1/6 of the weekly contractual fee;

(2) Leaving town without permission, 1/6 of the weekly contractual fee (this permission will not be unreasonably withheld);

(3) Where the Artist has received a prior written warning regarding late arrival to a call, \$25 for each subsequent infraction.

The penalties provided for in this Clause with respect to missed calls and Clause 304 may only apply if the relevant clauses are stipulated in the engagement contract.

It is the essence of this Clause that the Theatre will make every effort to accommodate an Artist's request to be absent from a call or the Theatre's point of origin. Inability to secure permission in the event of a family emergency will not constitute a breach of this Clause by the Artist.

Notwithstanding the foregoing, Equity has the right to dispute the alleged breach and the Theatre agrees to reimburse the Artist should the dispute be settled in the Artist's favour. In the event that the dispute can be settled prior to the termination of the Artist's contract, no deduction shall take place until a determination is reached.

- (B) Furthermore, should a Theatre claim that an Artist:

(1) has breached this Agreement in any other way; or

(2) is in 'breach of any part of his/her engagement contract; or

(3) has made any false statement in connection with any engagement agreement; or

(4) is in default under any engagement contract with any member of PACT (see Clause 3, Responsibility of the Artist), the Theatre will, within 30 days of a breach occurring, provide Equity and PACT with full details of the complaint in writing, after which Equity's bearing procedures, as outlined in Equity's Constitution and By-Laws, will be

followed. If the matter is not resolved to the satisfaction of the Theatre, including appropriate compensation, the Theatre shall have recourse to the dispute resolution procedures of this Agreement, Clause 49.

10. DEFAULTING THEATRES AND ARTISTS

1001. Any Theatre engaging any Equity member represent& that such Theatre is not in default with respect to any payment or penalty required by this Agreement (or any other Agreement with Equity) or any engagement contract, or required by the interpretation or arbitration of this Agreement or any engagement contract. The Theatre further represents that no breach of this Agreement or any engagement contract with any Equity member remains unsettled. For the purposes of this Clause, the subject matter of a dispute for which an unresolved claim has been presented or which is in arbitration or for which notice of arbitration has been given shall not be deemed an unsettled breach.

1002. Defaulting Theatres

- (A) No Equity members shall work for any Theatre or be required by any Theatre to work for any person, co-partnership, corporation, enterprise or group,
- (1) which has failed to abide by any settlement or arbitration award, or
- (2) which through failure to meet past obligations to Equity or its members, has been placed on Equity's Defaulting Theatres List.

Without the written consent of Equity, nor shall any Equity member work for, or be engaged by, **anyone** who is, or has been connected with any defaulting Theatre so specified either as an individual proprietor, general partner, associate producer, corporate director, or officer, or active stockholder, without the written consent of Equity.

- (B) Should Equity place any Theatre on the Defaulting Theatres List, and should the Theatre wish to contest this designation, then the matter may be submitted to the arbitration procedures of this Agreement.

When it has been finally determined that a Theatre is in default, Equity and PACT agree to maintain jointly a list of Defaulting Theatres.

- (C) No Equity member shall work for, or be required to work for, or continue in the engagement of any Theatre, should the amount of security deposited or arranged with Equity be insufficient to satisfy the terms of Clause 27 of this Agreement and/or insufficient security for the payment of any outstanding claim.
- (D) Once it is agreed by Equity and the Theatre that the Theatre is in default of fees or other monies due any Equity member, or when a settlement or arbitration award has been finally determined, the Theatre agrees to pay one percent (1%) per month interest, beginning thirty (30) days from the date the claim was due **and** ending when the claim is paid, Such interest shall be added to and payable as part of said claim.

(E) It is understood and agreed that upon satisfaction of the above-mentioned claim by the defaulting Theatre, no individual employed by or associated with that Theatre shall be penalized or discriminated against by Equity.

1003. Defaulting Artists

Any Equity member entering into a CTA engagement contract with a Theatre represents that he/she is not in default with regard to any payments or penalties required by this Agreement or any CTA engagement contract, or required by the interpretation, or arbitration of this Agreement or any CTA engagement contract. The Artist further represents that no breach of this Agreement or any CTA engagement contract remains unsettled.

For the purposes of this Clause, the subject matter of a **dispute** for which an unresolved claim has been presented, or which is in arbitration or for which notice of arbitration has been given, shall not be deemed an unsettled breach.

1004. (A) Once it is agreed by Equity and PACT that an Artist is in default of termination payments or other monies due a Theatre, or where it has finally been determined that an Equity member has failed to fulfil any settlement or arbitration award, Equity agrees that it will use the disciplinary procedures in its Constitution and By-Laws to ensure fulfilment of the Artist's obligations to the Theatre.

(B) It is understood **and** agreed that upon satisfaction of the -above-mentioned payments, settlements, awards or penalties by the Artists, no Theatre shall **penalize** or discriminate against any such Artist.

11. PRODUCTION PROSECUTED

1101. Should the production in which the Artist is engaged be complained of as being in violation of any statute, ordinance, or law of Canada or any Province, Territory, or Municipality thereof, and should claim or charge either civil or criminal be made against the Artist on account of **his/her** being engaged in such production the Theatre shall defend the Artist at its own expense, or shall pay any and all reasonable charges laid out or incurred by the Artist in his/her **defense**, and any financial losses which he/she may suffer on account of being engaged in such production.

1102. It is specifically agreed and understood between the Artist and Theatre that the language, business **and** costuming of the play are under the control and direction of the Theatre and Author, who, according to custom, can at any time delete, change or amend the scenes and lines, and that, consequently, the Artist has no certain method of knowing during rehearsals whether, in its final presentation, the play is susceptible to being considered immoral, or **indecent**, or pornographic. Therefore, the Theatre represents to the Artist that the play as produced shall not violate any law or give **offense** which is punishable by any law, and expressly agrees that should he/she or the Author be arrested or summoned on such charges, the Artist may (Equity consenting) end and terminate the engagement forthwith. Upon termination, the Theatre shall pay to the Artist forthwith all sums due under his/her agreement plus the normal compensation for the termination of the

engagement as specified in this Agreement.

- 1103.** This Clause shall not apply to any case or any set of conditions where its enforcement is illegal. In the case of an arrest because of the nature of the play or its production, the Theatre shall forthwith furnish bail for the Artist, and in the event of its failure to do so, shall provide for payment to the Artist for any expenses incurred by the Artist in this regard. After an arrest, the Artist may demand a suspension of performance pending the outcome of legal proceedings, and such suspension shall not terminate or otherwise affect the terms of the CTA engagement contract.

12. CONTRAVENTION OF CRIMINAL CODE

- 1201.** The Theatre has a duty to all Equity members to see that they are not required to be in any place where the Criminal Code of Canada and/or the Narcotics Control Act is being contravened. Similarly, all Equity members have a duty to the Theatre not to contravene the Criminal Code of Canada and/or the Narcotics Control Act while on Theatre premises.
- 1202.** Where a member is in any place where he/she is required to be because of his/her contract and he/she has good reason to believe that any other person is committing any criminal act in that place, then the member shall report his/her reasons to the Theatre and the Theatre shall investigate the member's report. If the Theatre believes that a criminal act is occurring or has occurred, it shall take whatever further action it deems necessary to protect the member(s) from any liability or involvement.
- 1203. Withdrawal from Contract**
Where it has been agreed by Equity and PACT that a Theatre has failed to comply with the requirements of Clauses 1201 and 1202, then the Equity member may withdraw from his/her contract without liability and shall be entitled to his/her contractual compensation, as if the contract were terminated by the Theatre. Where it has been agreed by Equity and PACT that any Equity member has failed to comply with the requirements of Clause 1201 his/her contract may be terminated immediately without further payment.

13. COMPANY CATEGORIES

The company's category is arrived at by calculating the weekly box office potential according to the formulae following.

The Theatre must provide Equity and PACT with a completed Company Category Calculation before the beginning of each season, prior to issuing CTA engagement contracts.

In addition, the Theatre agrees to furnish Equity and PACT with a completed Company Category Calculation in advance of altering ticket prices and/or altering the seating capacity of the Theatre or Theatres under its control and/or mounting a production in a new venue for the Theatre.

1301. Company Category Calculation

(I) Single Productions, Not Part of a Series

Calculate the full value of all seats in each ticket price category (i.e. the price of ticket to purchaser) to derive the box office potential for each performance. Select the maximum number of performances given in any one

week (i.e. a Monday to Sunday period as defined in Clause 1614) and add their total potential together to derive the gross weekly box office potential.

The price of the ticket to purchaser is the full non-discounted price for the seat. However, Theatre for Young Audience companies which submit Company Category Calculations in accordance with Clause 52, for productions that do not contain a touring element, may use the student ticket price for performances beginning before 4:30 p.m.

Subtract Entertainment Tax (if any), GST and CIF to derive the net box office potential. (PACT members may apply to PACT and Equity for the exclusion of capital improvement fund ticket surcharges and other venue surcharges from the price of the ticket. This application should be made prior to preparing the Company Category Calculation.) Compare to the table in Clause 1301 to establish company category.

(2) Series of Productions with Consistent Ticket Prices

N.B. Complete a category calculation for each venue or series separately.

Calculate the full value of all seats in each ticket price category (i.e. the price of ticket to purchaser) for each performance in the series (including previews), to derive the gross box office potential per performance.

The price of ticket to purchaser is the full, non-discounted price for the seat. However, Theatre for Young Audience companies which submit Company Category Calculations in accordance with Clause 52, for productions that do not contain a touring element, may use the student ticket price for performances beginning before 4:30 p.m.

Subtract Entertainment Tax (if any), GST and CIF. (PACT members may apply to PACT and Equity for the exclusion of capital improvement fund ticket surcharges and other venue surcharges from the price of the ticket. This application should be made prior to preparing the Company Category Calculation.)

Add the box office potential for all performances of each production in the series, to derive the series gross box office potential. If the series of productions is on subscription the Theatre may subtract an additional amount equal to 30% of the total subscription revenue from the last comparable series, resulting in the series net box office potential.

Calculate the total number of performance week for the series. For the purposes of this calculation, a performance week is any week in which five (5) or more public performances are presented. For weeks in which fewer than five (5) performances are given, each such performance is counted as 1/8th of a week.

Divide the series gross box office potential (or, if the series is a subscription series, divide the series net box office potential), by the total number of performance weeks in the series and compare to the table in Clause 1301 to establish company category.

(3) Series of Productions With Special Circumstances

- (i) The Theatre offers one or more production outside the series; and/or
 - (ii) One or more production in the series is at a different venue; and/or
 - (iii) One or more production in the series has different ticket prices from the majority of the productions to be given in the series.
- Please contact PACT or Equity for clarification of the calculation.

COMPANY CATEGORIES	1995-96
Categories A	\$ 92,891.00 -
B	70,082.00 - 92,890.99
C	54,732.00 - 70,081.99
D	39,603.00 - 54,731.99
E	23,806.00 - 39,602.99
F	12,015.00 - 23,805.99
G	0.00 - 12,014.99

- 1302.** If requested, the Theatre shall also submit to PACT and Equity copies of its detailed calculations for the season's box office potential. A Theatre with subscription sales must support its figures with detailed box office statements. The Theatre shall also submit to PACT and Equity copies of its **season brochure** or similar documentation showing its regular ticket prices for its season or production. No Theatre may change in Category as a result of Clause 13 without the prior written consent of Equity and written notification to PACT.
- 1303. (A)** Where a Theatre occupies more than one performance-venue in its point of origin, the category applicable to a production presented exclusively in a particular performance venue shall be determined by the potential weekly Box Office gross of that venue.
- (B)** When a Theatre occupies more than one venue with differing categories, any Artist engaged for more than one venue shall be paid at no less than the minimum fee **applicable** for the venue possessing the highest category for the duration of his/her engagement at each venue, unless the Artist is **engaged** under a separate contract for his/her engagement at each venue.
- (C)** For touring productions which are, not presented in a specific venue at the point of origin, and are not remounted productions which were presented at such a venue, the category for the tour shall be established as either:
- (1)** where the Theatre has only one venue - at the category of that venue:
 - (2)** where the Theatre has multiple venues - at the highest category for a venue occupied by the Theatre, except where the Theatre can demonstrate that, if the production were to play in the point of origin, it would normally play in one of the theatre's venues with a lower category, in

which case said lower category of that venue shall apply:

- (3) under the provisions of Clause 52, if applicable.**

14. FEES

1401. (A) Fees Paid in Legal Tender

In Canada, all payments required to be made by the Theatre to the Artist shall be in legal tender of Canada. All minimum rates of **compensation** set forth in the Agreement, all other rates of compensation set forth in the **Agreement, and all** other rates of compensation set forth in every individual contract between the Theatre and the Artist, must be paid in legal tender of Canada.

(B) At the Point of Origin

Payments of fees, etc., at the point of origin may be made by company cheque, except that Equity has the right to require payment by cash or certified **cheque** where security arrangements as required by Clause 27 have expired, or are insufficient to cover the Theatre's outstanding liabilities in addition to the requirements of Clause 27, or where there have been problems with payments to artists.

(C) On Tour

Pay arrangements on tour must receive the advance approval of Equity. In **any** case, the per diem shall be paid **at least one week** in advance of the week for which it is applicable.

(D) Time of Payment by Cheque

Payment by company cheque must be delivered or made available to the Artists no later than 8:00 p.m. each Thursday.

(E) Goods and Services Taxes

In addition to the payments required by this Agreement, Goods and **Services Taxes** (where applicable) shall be paid to registered Artists.

(F) Itemized Deductions and Payments

The Artist shall be provided with an **itemized** statement of gross fee, deductions including Registered Retirement Savings Plan, and additional payments including overtime and applicable Goods and Services Tax payments with his/her weekly fee.

(G) Agency Commissions

In no event shall agency commissions be a permitted deduction from the Artist's contractual fee, it being understood that the Artist shall be directly responsible for the payment of such commissions.

1402. Unpaid Fees

When Equity or an Artist claims that fees, including overtime, vacation pay, **RRSP** contributions, goods and services taxes, insurance premiums and transportation costs of the Artist to the point of origin and return, have not been paid, or have only partially been paid when due, Equity shall have the right to require the Theatre to pay forthwith, on behalf of the Artist, such sums as are claimed to be outstanding.

Should the Theatre dispute such claim(s) it shall have recourse to the arbitration procedures of this Agreement. Where the Theatre does not pay the outstanding sums claimed by Equity for non-payment or partial payment as outlined above,

the Artist shall have the right to terminate forthwith his/her contract with the Theatre, Equity consenting. However, upon application by the Theatre, Equity may grant a grace period not to exceed seven days. Equity shall have an alternative right to pay to the Artist his/her contractual fee or other monies owing to him/her out of any security deposited by the Theatre. The Theatre agrees to replenish the security deposit upon receipt of a request from Equity. Should it finally be determined that the Theatre was not liable for payments claimed by Equity or monies paid to the Artist from the security deposit, then Equity shall be liable for the repayment of such monies to the Theatre on behalf of its members.

1403. Partial Week of Engagement

The Theatre may engage the Artist for less than a full engagement week at the beginning and/or the end of the engagement period on the following terms:

- (A) Such period must be consecutive and may not exceed four (4) days.
- (B) Such period must immediately precede or follow a full engagement week with no hiatus in between.
- (C) Payment for each such pro-rata day, including the free day, must be not less than one-sixth (1/6) of the Artist's weekly contractual fee per day.
- (D) All pro-rata days must be specified in a rider to the Artist's engagement contract.
- (E) If the Artist is engaged for more than four (4) days, the Artist must be paid the full weekly contractual fee.
- (F) In any event the Artist may not be required to work for more than nine (9) consecutive days, including the pro-rated days as provided for above, without a free day. Should the pro-rated period include a free day, that day must be paid for on a pro-rata basis.
- (G) Should the Artist fail to rehearse at the beginning of the engagement through no fault of the Theatre, then said Artist's fee may also be pro-rated as above.

1404. (A) Additional Duties

The Artist will not perform any additional duties that are not specified in his/her contract unless he/she negotiates additional compensation therefor which shall be to his/her satisfaction and which shall not be less than twenty-five dollars and seventy-five cents (\$25.75) per week. Such additional duties and compensation shall be specified in a rider and attached to his/her contract and shall constitute part of the Artist's weekly contractual fee subject to all benefits and working dues. Additional work is defined as playing additional parts or doing additional understudying not specified in the Artist's contract at the time of its signing.

(B) Additional Engagement

Where the Theatre offers the Artist engaged for a single production, a subsequent engagement which requires the Artist to rehearse for the subsequent engagement whilst performing in the single production, the Artist shall have the right to negotiate compensation for such an additional

engagement to his/her satisfaction. All such arrangements shall be contained in a rider to be attached to the contract and signed by both the Theatre and the Artist with copies sent to Equity.

(C) Concurrent Engagement Contracts

Where the Artist is signed to a new and separate contract with the same Theatre for a subsequent engagement, then that Artist may be required by the Theatre to fulfil both contracts fully as though the two (2) contracts were for two (2) different Theatres, particularly as regards rehearsal hours and free days.

1405. (A) Term of Agreement 1995-96

Minimum fees for 1995-96 as expressed herein shall apply from July 17th, 1995 to June 16th, 1996.

(B) Contracts Spanning Two Fee Schedules

Where the term of an individual CTA engagement contract extends into or spans the next fee schedule, as detailed in Clause 1405, the Artist's CTA engagement contract must bear a rider stating that the Artist has notice and details of any change in the minimum fees, as set forth in Clauses 1406, 1407, 1408, 4202, 4304, 5102 and 5204.

(C) Contracts Beyond This Agreement

Where the term of an individual CTA Engagement Contract extends beyond the end of this Agreement, such individual contract shall remain in force until completed or terminated according to the provisions of the Agreement. Any individual CTA Engagement Contract which begins after the expiry of this Agreement shall be considered null and void, unless a new Agreement is in place, or Equity and PACT have mutually agreed to extend this Agreement. When a new Agreement is in place, all individual CTA Engagement Contracts shall be subject to the terms and conditions of the new Agreement as of the date when the new Agreement comes into effect.

1406. Point of Origin (Weekly Contractual Fees) 95-96

For Sector 2 productions which are classified as Category A, A-2 rates shall apply to open-ended productions, or to productions originally scheduled to run in excess of twenty-four (24) weeks. Productions originally scheduled to run for twenty-four (24) weeks or less, which are subsequently extended beyond twenty-four (24) weeks, A-2 rates shall apply from the 25th week forward.

ACTOR		JOURNEYMAN	
A-2	\$660.00	A-2	\$500.00
A	\$630.36	A	\$469.06
B	\$615.50	B	\$454.20
C	\$581.54	C	\$420.24
D	\$532.73	D	\$371.42
E	\$503.01	E	\$371.42
F	\$460.56	F	\$365.06
G	\$386.28	G	n/a

EXTRA		STAGE MANAGER	
A-2	\$330.00	A-2	\$850.00
A	\$314.12	A	\$819.25
B	\$308.82	B	\$800.15
C	\$290.77	C	\$757.71
D	\$267.42	D	\$668.56
E	\$251.50	E	\$628.24
F	\$246.20	F	\$575.18
G	\$238.77	G	\$460.56
PRODUCTION STAGE MANAGER		ASSISTANT STAGE MANAGER	
A-2	\$950.00	A-2	\$660.00
A	\$914.76	A	\$648.39
B	\$891.42	B	\$631.42
C	\$844.72	C	\$599.59
D	\$772.56	D	\$532.73
E	\$727.98	E	\$503.01
F	\$668.56	F	\$460.56
G	\$557.13	G	\$368.24

1407. Outside Point Of Origin

When the Artist is required to travel outside the point of origin on an overnight tour, the fees specified in Clause 1406 shall be augmented by a daily expense allowance. This per diem is not subject to RRSP, Vacation Pay, or dues payments. It shall be paid at least one week in advance of the week for which it is applicable. The per diem will be eighty-six dollars and seventy-five cents (\$86.75).

1408. Return from Overnight Tour

When the Artist is returned to the point of origin from an overnight tour (see Clause 4708), he/she shall receive the following meal allowance:
(1) \$8.25 prior to 12:00 noon; or
(2) \$20.75 prior to 6:00 p.m.; or
(3) \$39.50 after 6:00 p.m.

1409. Regional Touring

Where a Theatre, as part of its planned seasonal activity or for development of a regional touring circuit, incorporates touring of its own production(s) to locations outside of its own point of origin, and where such tour(s) represent(s) at least one-third (1/3) of the total performance period for the production(s), the Theatre may apply to Equity for approval to pay a reduced minimum weekly fee payable for the entire contract period for the production(s) (including rehearsal, in-town performances and touring performances) which shall be not less than sixty-five percent (65%) of the combined total of the Theatre's applicable minimum weekly fee and the equivalent of seven (7) days of an Artist's per diem as specified in Clause 1407. This Clause may only be used with the written approval of Equity in advance of such a tour. In making application, the Theatre shall supply Equity with an itinerary listing locations, distances between locations, and names of performance spaces and a selection of accommodation with guaranteed costs. The

Theatre agrees to pay any costs of accommodation which exceed said guaranteed costs.

The Theatre will also specify methods of transportation proposed. Any change to the itinerary will be filed with Equity. The guaranteed costs, method of transportation, etc., must be specified in a rider to the Artist's individual contract.

The terms of this Clause may only be used where:

- (1)** The in-town period is less than four (4) weeks, but is at least two (2) weeks, in which case the tour may not exceed three (3) weeks.
- (2)** The in-town period is four (4) weeks or more, in which case the tour may not exceed five (5) weeks.

1410. Vacation Pay

Vacation pay shall be paid at the rate of four percent (4%) of contractual fee to all Artists or, in the case of stage management, at the rate set down under Provincial Law in the Province where the Theatre has its point of origin should that rate be greater than four percent (4%). The payment of the accrued vacation pay, for contracts of six months or longer (see Clause 4601), should be made to the Artist upon the conclusion of his/her individual contract or one year's engagement, whichever occurs first.

1411. Registered Retirement Savings Plan

(A) The Theatre will deduct three percent (3%) of the Artist's contractual fee, to which the Theatre will add its own contribution of three percent (3%) of the contractual fee, for a total contribution of six percent (6%).

(B) R.R.S.P. contributions will not apply to that part of the weekly contractual fee which is in excess of one thousand five hundred dollars (\$1,500.00). In the case of Directors and Choreographers, R.R.S.P. contributions will not apply to that part of his/her fee in excess of twelve thousand dollars (\$12,000) and six thousand dollars (\$6,000) respectively. R.R.S.P. contributions shall be payable from the first day of engagement as defined in Clause 28 of this Agreement. In the case of Artists who are neither residents of Canada nor the United States of America, the Theatre shall remit to Equity three percent (3%) of the Artist's contractual fee in lieu of R.R.S.P. contributions, which sum shall be applied by Equity to the cost of administering the R.R.S.P. It is understood that the provisions of this paragraph shall apply only to Artists who are members of Equity and 18 years of age or over. Individuals over seventy years of age are prohibited by law from contributing to R.R.S.P.'s. Therefore, in the case of Artists over seventy years of age, a rider shall be attached to the engagement contract acknowledging that the Theatre will remit to the Artist an additional three percent (3%) of the contractual fee, in lieu of the Theatre's standard R.R.S.P. contribution.

1412. Production Check List

Prior to the first date of engagement for each production, the Theatre shall supply PACT and Equity with a list of all Equity Artists contracted for the production, each Artist's contractual fee and

dates of engagement.

1413. Remittances

Every second Thursday after the commencement of work by the first Equity Artist on any production, the Theatre will remit to Equity a cheque for RRSP payments, Insurance premiums and dues (see Clause 1614). If there are no changes to the information provided in the original production check list, no breakdown is necessary. Otherwise, the remittance shall include an updated list of all Equity Artists contracted for the production and each Artist's contractual fee. Payments which do not reach the Equity office by the second Thursday following will be assessed a two percent (2%) interest charge, compounded monthly. Equity will remit to the Theatre a monthly statement.

1414. Regular Overtime Rates

Except as otherwise specified elsewhere in this Agreement, the regular overtime rate shall be ten dollars (\$10.00) for the first half (½) hour or part thereof, and thirteen dollars (\$13.00) for each subsequent half (½) hour or part thereof.

1415. Overnight Rest Period Infringement

The rate for invasion of the overnight rest period specified in Clause 1620 shall be thirteen dollars (\$13.00) for the first half-hour or part thereof and thirty-two dollars and fifty cents (\$32.50) for each additional hour or any part thereof.

1416. Weekly Contractual Fee While on Tour

For the purposes of calculation in the following Clauses, the weekly contractual fee shall be deemed to include seven per diem when the Artist is on tour: 2002, 2003, 2005, 3303, 3404, 4006, 4414 and 5201.

15. CONTINGENT COMPENSATION - ON WEEKLY GROSS - NET RECEIPTS AND/OR PROFITS

No engagement contract shall be entered into by the Theatre or Artist where in whole, or in part, the compensation is contingent upon weekly gross or net receipts without the prior written consent of Equity, which consent will not be unreasonably withheld. In no case shall compensation be less than the established minimum fee in accordance with the terms of this Agreement.

16. DEFINITIONS

The following terms, wherever used in this Agreement unless otherwise provided, shall be defined as follows:

1601. Artist

The term "Artist" shall refer to and include all persons who are members of Equity.

1602. Actor

The term "Actor" shall refer to and include all members of Equity engaged to Canadian Theatre engagement contracts, as performers, including but not limited to Principals, Chorus, Journeymen, Extras, Singers, Dancers, Mimes and Narrators,

1603. Director

The term "Director" shall refer to the person(s) engaged for the purpose of directing a production.

1604. Choreographer

The term "Choreographer" shall refer to the person(s) engaged for the purpose of choreographing a production.

1605. Production Stage Manager

A "Production Stage Manager" shall be the senior Stage Manager and responsible for the stage management of all productions both in rehearsal and performance. The Production Stage Manager will be required only when two (2) or more productions with different scenic elements are performed alternately within a given week. See Clause 4404.

1606. Stage Manager

"Stage Managers" shall work under the direction of the Production Stage Manager and/or the Director and be responsible for duties as outlined in Clause 44.

1607. Assistant Stage Manager

"Assistant Stage Managers" shall work under the direction of the Production Stage Manager or Stage Manager, assisting in the stage management of productions in rehearsal and performance.

1608. Journeyman

In Canada, the "Journeyman" is defined as an advanced student or other Artist of relatively limited experience seeking training in the type of production prevailing in a particular theatrical company. The Theatre shall provide training and/or retraining, and provide every opportunity for the broadening of careers through experience. The classification Journeyman is in no way to be construed as a means of engaging trained or qualified Actors under less than standard conditions. Artists may not be engaged in the Journeyman category by any Theatre unless the prior written permission of Equity has been given. The extent and nature of the training and/or retraining provided must be satisfactory to Equity. A biography listing the Journeyman's background and theatrical experience will be submitted to Equity for approval. If Equity's approval is given, a copy of this biography will be attached to the Journeyman's contract. Equity's decision in this matter will be final and binding. The Journeyman must be guaranteed a minimum engagement period of sixteen (16) consecutive weeks. All Journeymen must be or become members of Canadian Actors' Equity Association in good standing. An Actor may be engaged as a Journeyman for no longer than a combined total of fifty-two (52) weeks (which need not be consecutive) over a span not to exceed two (2) years. Notwithstanding the foregoing, Equity may at its discretion permit a member who has fulfilled the above to serve a further period of one (1) year as a Journeyman in another theatrical discipline (e.g. musical theatre, mime, dance, etc.). Nothing contained herein shall prevent the Theatre from converting the Journeyman to a Standard Equity contract for the balance of the season or the production and the guaranteed period of engagement stipulated in this Clause shall not apply. Journeymen may play and/or understudy such parts as the Theatre may desire. However, if the Theatre gives notice to the Artist engaged on a standard Equity contract, it may not replace that Artist with a Journeyman. The Journeyman may not be engaged to fulfil the duties of Stage Manager.

1609. Extras

(A) Definition

The function of an "Extra" is to provide atmosphere and background in a production. An Extra may speak in omnes (in unison) and play one-line parts. An Extra may not perform as a chorus dancer or chorus singer. However, an Extra may perform in limited song and dance sequences and go on tour with prior written approval of Equity.

(B) Auditions

The engagement of Extras may only take place if there has first been an audition call for Extras and Equity members responding to the call are seen first. The Theatre shall give Equity at least one (1) week's notice of any such call. If the Theatre advises Equity that no suitable members have applied, then non-professionals or non-members may be engaged.

(C) Fee

The minimum fee shall be no less than the minimum fee for Extras as set forth in Clause 1406. Extras must be contracted for the appropriate fees as specified herein, whether or not they are members of Equity, and a copy of the contract for both Equity and non-Equity Extras must be filed with Equity. The non-Equity Extra's contract must be accompanied by a non-professional, non-member affidavit.

(D) Rehearsal Hours

If an Extra is called for rehearsals during the first two (2) weeks after the opening, he/she shall be paid in accordance with the overtime rate set forth in Clause 1414 for such rehearsal.

(E) Non-Professional, Non-Member Quota

Extras shall be excluded from the provisions of Clause 1612(D)(Quota), and shall not affect the minimum number of Equity members to be engaged or maximum number of non-professionals and/or non-members which may be engaged, for any one (1) production, according to the provisions of Clause 1612.

(F) Equity Membership

A non-Equity Extra shall not be eligible to join Equity when engaged in this capacity.

1610. Chorus Definition

A member of the "chorus" is any person who appears in a dramatic play or musical production as part of a singing or dancing group or ensemble, and whose part is essentially that of a member of such group or ensemble, and is in no way individual in its character and/or necessary to the continuity of the plot. Notwithstanding the above, any member of such group or ensemble may speak a few lines, sing, do a dance routine alone, or portray a character known by a special name, provided that such solo work is only incidental to the group or ensemble work and further provided that the part does not call for a performance substantially different from the performances given by the others of the group or ensemble. This does not include "extras" or "walk-ens".

1611. Children's Chorus

A "Children's Chorus" is a group of six (6) or more children in a non-musical production or ten (10) or

more children in a musical production, who appear as part of an ensemble, whose part is essentially that of a member of such group or ensemble, and is in no way individual in its character and/or necessary to the continuity of the plot. Children in such a group may speak a few lines, sing or do a dance routine. Members of a children's chorus shall not be counted for purposes of the calculation of the non-member/non-professional quota. Clause 1612 (H) (3) shall not apply in the case of such children.

1612. (A) Non-Members

Individuals who are not members of Equity, but who are members of ACTRA, UdA, or any other performing artists' association or union, may be engaged either:

- (1) as apprentices pursuant to the provisions of this Clause (see 1612(C) (2), 1612(E)(1), and 1612(F)(1)) or, in the case of children, as local jobbers; or
- (2) by becoming members of Equity.

(B) Non-Professionals

Individuals who are not members of Equity or any other performing artists' association or union may be engaged either:

- (1) as apprentices or certified students or local jobbers pursuant to the provisions of this Clause (see 1612(E)(1), 1612(F)(1), 1612(G), 1612(H)) or, in the case of children, as local jobbers; or
- (2) by becoming members of Equity.

(C) Registration

The Theatre shall register with Equity each non-professional or non-member hired within one (1) week of engagement by filing an affidavit signed by the non-professional or non-member to the effect that either:

- (1) he/she is not a member of any performing artists' association or union and has never been a member of Equity or Equity U.S., or, in the case of a non-member,
- (2) he/she is a member of ACTRA, UdA, or other performing artists' association or union who wishes to apprentice in order to make a career in the live professional theatre. (See Clause 1612(E)(1) and 1612(F)(1).)

(D) Quota

- (1) The number of non-professionals and/or non-members combined shall not exceed the following percentages of the total number of actors in a production:

CATEGORIES

A-2	0 %
A, B, C, D	20 %
E, F	25 %
G	33 1/3 %

(2) Quota - Chorus

In a production with a chorus as defined herein, the quota of non-professional and/or non-member chorus members shall be calculated separately, and the combined total shall not exceed the following percentages of the total number of chorus members in a production:

CATEGORIES

A-2	0 %
A, B, C, D	20 %
E, F	25 %
G	33 1/3 %

(3) Quota - Once per Season

Notwithstanding the above quotas, once per season, the Theatre may present a production where the number of non-professionals and/or non-members combined shall not exceed the following percentages of the total number of actors and/or total number of chorus members in such production:

CATEGORIES

A-2	0 %
A, B, C, D	25 %
E, F	33 1/3 %

At least fourteen (14) days prior to the first day of rehearsal, the Theatre shall notify Equity in writing of its intent to apply this Clause, and shall provide full casting details.

- (4) Category A productions mounted by Sector 2 Theatres shall not be permitted to use Apprentices, except in the case of Stage Management, or local jobbers except as provided for in Clause 1611 (Children's Chorus); child performers who are not classified as Extras or members of a Children's Chorus must be signed to a CTA Engagement Contract.**

(E) Apprentice Actors

- (1) An "apprentice actor" is a person who intends to make a career as an actor in the professional Theatre and who is not a member of Equity or Equity U.S. Equity agrees to consider any request from a member of a professional performing artists' association or union for permission to register as an apprentice where it can be demonstrated to Equity's satisfaction that he/she wishes to apprentice in order to make a career in the live professional Theatre.**

It is understood that children who are not members of Equity, but who are members of ACTRA, Uda or any other performing artists' association or union may participate in a production as local jobbers. Furthermore, these child performers may not be required to join Equity should their professional experience be limited solely to engagements in commercial advertisements in the electronic media and/or as background performers and/or broadcast journalists. Clause 1612(H)(3) shall not apply in the case of such children.

- (2) An apprentice actor may be engaged under terms outside this Agreement.**
- (3) Registration**

The Theatre shall register with Equity (on a form provided by Equity) each apprentice actor hired within one (1) week of the engagement by filing a resume and affidavit signed by the apprentice to the

effect that he/she is not now, and never has been, a member of Equity or Equity U.S. The affidavit and resume shall be accompanied by a fee of one hundred dollars (\$100.00) paid by the apprentice for each production for which he/she has been hired. This fee shall be credited to the Equity initiation fee of the apprentice. In order to qualify for Equity membership, the apprentice must have completed not less than three (3) productions for at least two (2) different Theatres within a period of twenty-four (24) months from the beginning of the apprentice's first engagement. The apprentice actor may be required to tour.

- (4) The apprentice may join Equity if offered an Equity contract after completing three (3) productions, or the apprentice may continue to work as such for more than three (3) productions within two (2) years, in which case, no further fees will be paid, although the apprentice shall be registered for each production. Should the apprentice complete his/her three productions, and at the end of two (2) years not be offered an Equity contract, he/she may join Equity without reference to an Equity contract, but must do so within six (6) months of the end of the two-year period.**
- (5) Equity registered Apprentice Actors may participate in Equity auditions,**
- (6) The apprentice shall be ineligible to join Equity and will forfeit any registration fees paid should he/she fail to participate in at least three (3) productions within a period of twenty-four (24) months.**
- (7) Nothing contained in this Clause shall prevent the Theatre from engaging the apprentice to an Equity contract, provided that the apprentice is contracted as an Equity member for the entire production (from date of first rehearsal to closing).**

(F) Stage Management Apprentice

- (1) A "stage management apprentice" is a person who intends to make a career in the professional Theatre as a stage manager, and who is not a member of any professional performing artists' association or union. However, Equity agrees to consider any request from a member of a professional performing artists' association or union for permission to register as an apprentice where it can be demonstrated to Equity's satisfaction that a bona fide career change is being contemplated.**
- (2) A stage management apprentice may be engaged under terms outside this Agreement.**

(3) Registration

The Theatre shall register with Equity (on a form provided by Equity) each apprentice hired within one (1) week of the engagement by filing a resume and affidavit signed by the apprentice to the effect that he/she is not now and never

has been a member of any performing artists' association or union or that he/she wishes to apprentice in order to make a bona fide career change. The affidavit and *resume* shall be accompanied by a fee of fifty dollars (\$50.00) paid by the apprentice for each production for which the apprentice has been hired. This fee shall be credited to the Equity initiation fee of the apprentice.

(4) In order to qualify for Equity membership, the stage management apprentice must have completed not less than six (6) productions for at least two (2) different Theatres, or eight (8) productions for the same Theatre within a period of twenty-four (24) months from the beginning of the apprentice's first engagement, or the stage management apprentice may continue to work for more than the minimum number of productions necessary to qualify for membership, in which case no more than six (6) production fees of fifty dollars (\$50.00) each are payable, although in each production the apprentice shall be registered. Should the apprentice complete his/her six (6) or eight (8) productions, and at the end of two (2) years not be offered an Equity contract, he/she may join Equity without reference to a CTA engagement contract, but must do so within six (6) months of the end of the two-year period.

(5) The stage management apprentice shall be ineligible to join Equity and will forfeit any registration fees paid should he/she fail to participate in the minimum number of productions herein within a period of twenty-four (24) months.

(6) Quota
The maximum number of stage management apprentices engaged by the Theatre shall not, at any time, exceed the current number of Equity stage management personnel engaged by the Theatre.

(G) Certified Students

A person registered in an accredited university, college, or conservatory theatre program may be engaged as a non-professional so long as he/she continues to be enrolled in said program. Only after leaving university, college, or conservatory, may the student be engaged as an apprentice.

(H) Local Jobbers

(1) A "Local Jobber" is a non-professional who is a bona fide resident of the community in which the Theatre is located (within a 50-mile radius) and who does not intend to make a career in the professional theatre. Local Jobbers may not tour. Local Jobbers may be engaged by the Theatre within the above limitations in not more than three (3) productions in any one (1) calendar year for a maximum of two (2) calendar years, and, thereafter, for a maximum of one (1)

production per year.

(2) The Theatre may engage non-professionals as jobbers, as provided in this Clause, who are not members of ACTRA, UdA, or any other performing artists' association or union.

(3) Notwithstanding the above, in the City of Toronto, a non-professional (who is sixteen years or older) may only be engaged as a Local Jobber when specific physical attributes or special skills are required. The Theatre shall submit a proposal to Equity, and when Equity approves the proposal, the Local Jobber shall be registered as required in this Clause. (See Clause 1611, Children's Chorus, and 1612(E)(1).)

(I) Replacement of Equity Member by Non-professional or Non-Member

No Equity member may be replaced by a non-professional or non-member, except in the case of an emergency and only until such role can be filled by an Equity member. The Theatre agrees to advise Equity of all such emergency replacements as soon as possible.

(J) Violation of Quota

In the event that the non-professional, non-member quota in this Clause is exceeded, the Theatre agrees to pay to Equity a sum equivalent to two (2) weeks' minimum fee per number of non-professionals and/or non-members in excess of quota for each week said violation continues, such monies to be used for unsatisfied judgements.

(K) Understudy

An "Understudy" is an Artist who is contracted to learn the role of another Artist, and perform it when such Artist is unable to perform.

(L) Swing

A "Swing" is a non-performing Understudy whose primary responsibility is to understudy a number of different chorus assignments.

(M) Cover

"Cover" shall mean to understudy.

(N) Role

The term "role" shall mean the part or parts an Actor plays in a performance.

1613. Extraordinary Risks

(A) An Artist shall not be required to perform an extraordinary risk unless said risk is stipulated in a rider to the contract.

(B) Definition

"Extraordinary Risks" are defined as the performance of acrobatic feats: suspension from trapezes, wires, or like contrivances; the use of or exposure to weapons, fire, dangerous chemicals, or pyrotechnical devices: stage fighting, the taking of dangerous leaps, falls, throws, catches, knee drops or slides; the handling of unusual live animals (including birds, fish, reptiles); work on a rake where the incline is greater than one (1) inch in ten (10) inches. Within the sphere of dance the execution of choreography or staging which departs from those accepted techniques of movement and support used in contemporary theatre dance (classical ballet,

modern, jazz or ethnic dance) is also defined as an extraordinary risk.

(C) The determination as to what constitutes extraordinary risk shall be made by Equity in consultation with the Theatre, the Stage Manager and the Deputy. (See Clause 3813, Termination Due to Accident and Extraordinary Risk, Clause 4501, Insurance, and Clause 2217).

(D) The Theatre accepts responsibility for the safety of the Artists in the training and execution of extraordinary risks. The Theatre has the right to engage qualified individuals for the purpose of instructing the Artists in the performance of extraordinary risks. (See Clause 1801(K)(2).)

1614. Engagement Week

An "engagement week" shall be defined as being from Monday through Sunday inclusive.

1615. Point of Origin

(A) The term "point of origin" shall be the municipality where the Theatre has its headquarters and shall be designated on the face of the contract. Once designated, the point of origin shall remain the same for the life of the Theatre, but the Theatre has the right at the close of a season to move its headquarters.

Where the Theatre moves its headquarters, it shall file notice of change of point of origin with Equity and PACT.

Notwithstanding the above paragraph, there may be the following exceptions:

(1) Change of Point of Origin for Rehearsals

A major centre other than the point of origin may be designated as a point of origin for rehearsals only, and only when such an arrangement accommodates at least 60% of the Artists in the Company by allowing them to remain in their places of residence during said rehearsals.

For those Artists for whom the major centre in question is not their place of residence, the nature and cost of accommodation shall be guaranteed in a rider to the Artist's contract, and the Theatre agrees to pay any costs of accommodation which exceed said guaranteed costs.

Travel insurance will be placed in accordance with Clause 4705 when the Artists are required to travel between the two points of origin.

(2) Change of Point of Origin for Rehearsals and Performances

When the Theatre wishes to change its point of origin, as provided herein, it shall submit a proposal to Equity. Where Equity approves the proposal, a major centre, other than the point of origin, may be designated as the point of origin for the rehearsals and performances of a production and only when such an arrangement accommodates at least sixty percent (60%) of the Artists in the Company by allowing them to remain in their place of residence during said

rehearsals and performances. In such a circumstance, if such a production is moved from said major centre, even if it is moved to the Theatre's regular point of origin, it shall be considered as a production on tour, and the per diem provided for in Clauses 1407 and 1408 shall also apply. For those Artists for whom the major centre in question is not their place of residence, the nature and cost of accommodation shall be guaranteed in a rider to the Artist's contract and the Theatre agrees to pay any costs of accommodation which exceed said guaranteed costs, Furthermore, a production mounted under the provisions of this Clause is subject to Clause 3820.

(B) While rehearsing in, or performing at, the designated point of origin, in-town conditions shall apply; while rehearsing in, or performing at, any other location, touring conditions shall apply.

1616. Place of Residence

The term "Place of Residence" shall mean the Artist's home or usual place of residence which shall be stipulated on the Artist's CTA Engagement Contract.

1617. Performance Day

A "Performance Day" shall be a day on which at least one (1) performance is given.

1618. Rehearsal Day

A "Rehearsal Day" shall be a day on which no performance is given and on which the Artist may be required to rehearse in accordance with the terms of this Agreement.

1619. Free Day

(A) A "Free Day" shall mean a period of time during which the Artist shall not be required to travel or perform any services or obligations for the Theatre whatsoever. There shall be at least one (1) free day during each engagement week. A free day must occur within the engagement week of which it is a part. Once a free day has been designated, it may be changed only upon giving Equity and the Artist at least seven (7) days' notice of such change. In the case of the five (5) day work week (see Clause 1802(D)), the additional Free Day shall be designated by the Theatre with a minimum of twenty-four (24) hours notice..

(B) Notice of Free Day

A company notice posted on the call board prior to the end of rehearsals, or by the half hour call for the evening performance on the eighth day prior to the originally scheduled free day, will serve as written notice to the Artist. Failure to provide proper notice of a change in the free day shall require payment to the Artists called on the originally scheduled free day at the regular overtime rate.

(C) 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. However, once in each production, the Theatre may schedule one (1)

free day which need not occur within the engagement week to which it applies, provided that it is scheduled in the prior or subsequent week in addition to the regular free day in that week.

(D) Christmas Day

In addition to the regular free day, as stipulated above, Christmas Day shall be free of rehearsals. There shall be no rehearsals after 6:00 p.m. on Christmas Eve. For Sector 2 Theatres, in addition to the regular free day, as stipulated above, Christmas Day shall be free of rehearsals, and there shall be no rehearsals after 6:00 p.m. on Christmas Eve. In the case of a production which runs for ten weeks or more, or is anticipated to run for ten weeks or more, Christmas Day shall be either an additional free day, or Artists shall be paid an additional 1/8 for each performance on Christmas Day.

(E) In the point of origin, the said period of time shall commence at midnight and end at 9:00 a.m. of the second following day. If the performance immediately prior to a free day runs **beyond** midnight, the Artist may not be called during the subsequent thirty-three (33) hours after the final curtain in the point of origin; or the subsequent thirty-two (32) hours after the final curtain outside the point of origin.

(F) Notwithstanding the above, the day immediately following the day on which the Artist returns to the point of origin from a tour of twenty-eight (28) days or more shall be a free day, provided the Artist is continuing his/her engagement with the Theatre.

1620. Overnight Rest Period

The "overnight rest period" shall mean a period of time between the end of one day's work and the beginning of the next day's work in which the Artist shall not be required to perform any services or obligations for the Theatre except as provided for in touring - Clauses 47 and 52.

During this overnight rest period the Artist shall not be required to rehearse and/or perform. If the Artist agrees to rehearse or perform during his/her overnight rest period, the Theatre shall pay the Artist the rates specified in Clause 1415.

Invasion of the overnight rest period specified in Clauses 1801(D) and 1803(A) may only take place with the consent of the Artist and further provided the Artist is compensated in accordance with Clause 1415.

1621. Rehearsals

The term "rehearsal" shall include, but not be limited to, such related activities as giving notes, blocking, music and dance rehearsals, the staging of concerted movements, **read-throughs**, and shall be regarded as rehearsal-time.

(A) Run-Through Rehearsal

A "run-through rehearsal" is defined as a rehearsal where the intent is to perform a play in its entirety.

(B) Technical Rehearsal

A "technical rehearsal" is defined as a rehearsal in which any three (3) of the following four (4) elements are all present or when all four (4) are present: lighting, sound,

scenery (props), stage hands.

(C) Technical Dress Rehearsal

A "technical dress rehearsal" is defined as a technical rehearsal during which costumes and/or makeup and wigs are used, and must not be attended by an audience, other than production and theatre staff and others specifically invited by the Theatre.

(D) Costume Parades

"Costume parades" are calls where the Artist, wearing costumes to be worn in a production, is paraded before the director and/or designers. These costume parades shall be deemed to be a rehearsal call.

(E) Dress Rehearsal

A "dress rehearsal" is defined as a rehearsal where the full company has been called in costume and make-up for a run-through. Where a paying audience and/or the general public is present at a dress rehearsal, rehearsal hours permitted are those of a performance day and such dress rehearsal shall be considered as a performance.

No "dress rehearsals" with invited audiences will be permitted after the first public performance except where necessitated by cast replacement, and/or major script revision.

(F) Replacement Rehearsal

A "replacement rehearsal" is defined as a rehearsal necessitated by an Artist replacing another Artist.

1622. Half-Hour Call

All performances must include a minimum thirty (30) minute period immediately prior to the beginning of the performance to be used solely for the Actor to prepare himself/herself for the performance.

At the Theatre's discretion, the "half-hour call" shall be deemed to be either thirty (30) or thirty-five (35) minutes. The Theatre shall advise the Artist which half-hour call it is using.

Notes may not be given to the Actor during the half-hour call or any intermission except by Equity Stage Management or under the supervision of Equity Stage Management where the note concerns health or safety.

1623. First Public Performance

"First public performance" shall be considered the first performance to which the public is admitted, except by invitation only.

1624. Emergency Rehearsal

(A) An "emergency rehearsal" shall mean a rehearsal necessitated by the inability of an Artist to perform his/her full duties due to sickness or injury or other cause.

(B) Emergency rehearsals shall only be allowed when the Theatre did not have adequate prior knowledge of the emergency in order to schedule a regular replacement rehearsal. Such emergency rehearsal may be in addition to regular rehearsals, and emergency rehearsals shall in no case exceed four hours. No overtime need be paid for such emergency rehearsal unless it invades the overnight rest period or the Free Day, but it is understood and agreed that the overnight rest period may be reduced by one hour by the full company by secret ballot. See also Clause 3404.

(C) When an Emergency Rehearsal must be called on a Free Day, then the Artist shall be paid twenty-four dollars (\$24.00) for Sector 1 Theatres, and twenty-five dollars (\$25.00) for Sector 2 Theatres per hour or part thereof. The minimum call paid shall be four (4) hours,

1625. Repertory

The term "repertory", as used in this Agreement, shall be defined as a performance pattern consisting of a series of productions introduced at intervals throughout the season, some or all of which are maintained and repeatedly revived as part of the Theatre's general programme for the season.

1626. Stock

A "Stock" Theatre or company is one which presents consecutive productions of different plays not in Repertory with no lay-off or hiatus between productions.

1627. Single Production

A production not given in Repertory or Stock as defined above shall be designated as a "single production".

1628. Touring

(A) Local (Not Overnight) Run-Outs

A "Run-out" is defined as any circumstance where the Artist leaves from, and returns to, the Theatre's point of origin on the same day for the purpose of rehearsing or performing, and where no accommodation is required.

An Artist required to be outside the point of origin by virtue of his/her engagement contract shall receive an expense allowance of twenty-four dollars and seventy-five cents (\$24.75) per day. In no event may the work span on local tours exceed eight and one-half (8½) consecutive hours in a day (including transportation to and from the place of performance and all meal and rest breaks) unless overtime is paid. No more than one and one-half (1½) hours of scheduled overtime is permitted. Travel after 10:00 p.m. is prohibited except where the Artist is transported back to the point of origin following an evening performance, in which case such travel is permitted on condition that travel does not exceed one (1) hour and the travel is completed by midnight. In this circumstance overnight rest shall be calculated from the time the Artist is returned to the Theatre or mutually agreed drop-off point. (See Clause 2405.)

(B) Overnight

Whenever the Artist, while engaged by the Theatre, is required by the Theatre for any reason to be away from the point of origin for ten (10) or more consecutive hours, the Artist shall be considered to be on tour, and the provisions of Clauses 1407, 1408 and 47 shall apply.

(C) In any given situation the provisions of either 1628(A) or 1628(B) above shall apply and not both.

1629. Joint Production

For the purpose of this Agreement, a "Joint Production" will be understood to mean a situation where two, three or four theatres in more than one location agree to present the same production with

the same cast and using the same set in their respective points of origin, except that the third and fourth point of origin locations shall be considered to be on tour for purposes of fees (Clause 1406, 1407 and 1408 shall apply). In the event that a PACT Theatre wishes to undertake a Joint Production with a Theatre not a member of FACT, or a Sector 2 Theatre which is a member of PACT, the terms and conditions shall be negotiated with Equity and PACT in advance of such Joint Productions.

1630. Children

Children (defined as age 15 or younger), whether engaged under CTA engagement contracts, or under a non-professional affidavit, must, while undertaking any activity for the Theatre, be appropriately supervised by a parent or guardian or representative of the Theatre agreed upon by the parent(s) or guardian(s) in writing.

Such a duty may not be required of any Equity member contracted for the production, unless included in the original offer and agreed to and negotiated at the time the Artist is contracted.

The Theatre shall indemnify the Artist for, and save the Artist harmless from, any liability in this respect.

1631. Dance Captain

(A) A "Dance Captain" is an Artist engaged in a performing capacity who may be made responsible for the following duties: clean-up rehearsals for dancers, notes for dancers, consultation on casting of replacement dancers, blocking changes relevant to dance while on tour or in an emergency, the calling of dance rehearsals in consultation with the Stage Manager.

(B) A Dance Captain is not required for productions in Sector 1 Theatres, and is required for productions in Sector 2 Theatres where a Choreographer is engaged. Where the Theatre decides to designate an Artist as such, the Theatre may:

(1) engage an Artist as Dance Captain, provided such duties are negotiated and attached as a rider to the original engagement contract;

(2) contract an Artist as Dance Captain during the rehearsal period, provided such duties are negotiated and attached as a rider to the contract.

A Dance Captain shall be free to negotiate remuneration above the minimums in Clause 1406 as appropriate to the work required and acceptable to him/her, which shall not be less than the additional duties rate as provided for in Clause 1404 (A) for Sector 1 Theatres and not less than thirty-five dollars (\$35.00) per week for Sector 2 Theatres.

(C) A Dance Captain shall work in consultation and co-operation with the Stage Manager, and may not usurp or override the Stage Manager's authority.

1632. Stage Fighting

A "Stage Fight" is a co-ordinated series of moves with violent intent, 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) The Artists shall agree in a rider to participate in stage fighting in accordance with Clause 1613.

(B) The execution of a CTA contract is not required for Fight Directors. However, members of Equity engaged as Fight Directors shall be offered the opportunity to be engaged to a CTA contract if they so desire. It is recognized that there are no specific minimum fee requirements in this Agreement for this classification of artist, however Clause 103 (dues deduction), 1411 (RRSP), and 45 (Accident Insurance) will apply to Equity members.

If, in accordance with Clause 1613(D), the Theatre engages a Fight Director, and if that person is not engaged for the duration of the production, the Theatre shall assign a "Fight Captain" to monitor the stage fight(s) for the duration of the production.

(C) A Fight Captain shall be free to negotiate remuneration above the minimum in Clause 1406 as appropriate to the work required and acceptable to him/her, which shall not be less than the additional duties rate as provided for in Clause 1404(A) for Sector 1 Theatres and not less than thirty-five dollars (\$35.00) per week for Sector 2 Theatres.

(D) The Fight Captain's duties shall be as follows:

- (1) to observe all fight rehearsals
- (2) to consult with the Fight Director on all aspects of the fights
- (3) to conduct and monitor all run-throughs of the fight(s) prior to performance
- (4) to make blocking changes relevant to the fight(s) while on tour or in emergencies
- (5) to call tight rehearsals as necessary in consultation with the Stage Manager
- (6) to work in consultation and co-operation with the Stage Manager but not usurp or override the Stage Manager's authority

(E) First Aid equipment shall be made available to the Fight Captain.

(F) All Artists who participate in a stage fight shall run through the routine before each performance. Any exception shall be at the discretion of the Fight Captain (see Clause 1801(K)(2)(c)).

1633. Revival and Transfer

(A) Revival

A "Revival" is defined as a production which, once closed, is remounted using the Stage Manager's copy of the prompt script and either of the following elements: the original set and costume designs and/or at least 50% of the speaking roles (5 lines or more) are played by Artists engaged for the previous production. A production is classified as a Revival for a period of two (2) years from the previous production's first performance. Standard rehearsal conditions as defined by Clause 18 may apply to a Revival which opens after a period of eight (8) weeks from the final performance of the previous production (see

Clauses 4206(B) and 4307(B)).

(B) Transfer

A "Transfer" is defined as a production which is remounted in a different venue in the same point of origin at any time within a period of eight (8) weeks from the final performance of the first production, using the Stage Manager's copy of the prompt script, all of the original design elements and 50% of the Artists engaged for the original production. A Transfer will be allowed a maximum of one (1) week's rehearsal prior to the first public performance comprised of six (6) days of rehearsal for 7 out of 8½ hours. The provisions of 4206 and 4307 shall apply.

Should the box office potential at the new venue result in a different category in accordance with Clause 1301, the minimum fee for Artists engaged for the Transfer will be adjusted accordingly.

(C) Clause 3820 applies to both (A) and (B) of this Clause.

1634. Sector 1 and Sector 2

A Sector 1 Theatre shall be defined as any organization doing business as a not-for-profit corporation, association, partnership or proprietorship, engaged in the creation and production of theatre in Canada.

A Sector 2 Theatre shall be defined as any organization doing business as a for-profit corporation, association, partnership or proprietorship, engaged in the creation and production of theatre in Canada.

When a Sector 1 Theatre produces under Clause 51 with a Sector 2 Theatre, the production will be subject to the provisions of this Agreement which apply to Sector 2 Theatres. If there is a disagreement regarding any other relationship between a Sector 1 and Sector 2 Theatre, the matter shall be resolved at the Joint Standing Committee.

17. DUTIES OF THE ACTOR

The Actor agrees to be prompt and punctual at rehearsals, costume calls/fittings, and to attend all rehearsals as required; to appear at the theatre no later than the half(X) hour call; to pay strict regard to stage make-up and stage dress; to perform his/her services as reasonably directed, and to conform to the language of the script to the best of his/her ability; under the instruction of the Stage Manager, to maintain the original intent of the Director throughout the run of the show (see Clause 4411); to learn his/her lines within the time period set by the Director, but, in any case, at the very latest by the first dress rehearsal; to properly care for his/her costumes and props; to use, when required by the Theatre, safe electronic equipment, and to respect the physical property of the production and Theatre.

If the Theatre feels that serious infractions of this Clause have occurred, the Actor may be subject to disciplinary proceedings, in accordance with the Constitution and By-Laws of Equity, or termination of his/her contract by the Theatre. See also Clause 3, Responsibility of the Artist.

18. REHEARSAL CONDITIONS

Note: All rehearsal rules apply to the individual Artist.

1801. (A) Beginning

Rehearsals begin on the date specified on the face of the Artist's contract of engagement.

(B) Continuous

Rehearsals shall be continuous from the beginning of rehearsals to the date of the first public performance as stated on the face of the Artist's engagement contract. After that date they need not be continuous.

(C) Breaks

The length of breaks in a rehearsal day must total at least five (5) minutes for each hour of rehearsal. (See also Clause 5303(A), Musical Theatre.)

(D) Overnight Rest

During the rehearsal period there must be twelve (12) hours clear between the end of one day's rehearsal (or performance if that is later) and the call to work on the next day. The Company in consultation with Equity may decide by secret ballot to agree to reduce this period by one (1) hour for an individual production. For invasion of the overnight rest period, the Theatre shall pay to the Artist the rates specified in Clause 1415. (See also Clause 1620, Overnight Rest Period.)

(E) Free Day

Free Days are provided for in Clause 1619. Also, there must always be a free day within six (6) days prior to the day of the first public performance of a production.

(F) Posting of Calls

The rehearsal call for the next day must be posted before the end of the rehearsal day, or when the company is also performing, before the half (½) hour call. The Theatre will endeavour to schedule run-throughs of one act or more no later than the previous day. *If an Artist has been dismissed before the end of the rehearsal day, it is his/her responsibility to find out when his/her next call will be.*

(G) Overtime Calls on the Free Day

For any rehearsal called on a scheduled free day, the Artist shall be paid at the rate of forty-two dollars and twenty-five cents (\$42.25) for Sector 1 Theatres and forty-five dollars (\$45.00) for Sector 2 Theatres per hour or part of an hour, and the minimum rehearsal call allowed is four (4) hours. Twenty-four (24) hours notice must be given of a rehearsal on a free day. Nevertheless the Artist may only be called on his/her free day with his/her agreement. (This does not apply to Emergency Rehearsals, see Clause 1624.)

(H) Overtime

The Theatre agrees to inform the Artist at least fifteen (15) minutes before an overtime rehearsal is to begin. (This does not apply to Emergency Rehearsals, see Clause 1624.) The overtime rate is given in Clause 1414.

(I) Free Time Between Rehearsal and Performance or Performance and Rehearsal

(1) Except in the case of emergency

rehearsal, there shall be no less than one-and-one-half (1 ½) hours free before the half-hour call during which the Artist may not be called upon to perform any service whatsoever for the Theatre.

(2) Except in the case of emergency rehearsal there shall be no less than one-and-one-half (1½) hours free between the final curtain and a call for rehearsal. This may be reduced to one (1) hour with the unanimous consent of all Equity members in the production.

In the event that the break between rehearsal and performance or performance and rehearsal is less than provided for in (1) and (2) above, the Artist shall be compensated as follows:

(a) For invasion of the first half (½) hour or part thereof, the Theatre shall provide and pay for a full dinner for the Artist, or the Theatre may pay the Artist twelve dollars and fifty cents (\$12.50), should the Artist choose;

(b) For invasion of the second half (½) hour or part thereof the Theatre shall pay thirteen dollars and twenty-five cents (\$13.25) to the Artist in addition to providing the meal in (a) above;

(c) For invasion of the third half (½) hour period or part thereof (excluding the half (½) hour call), the Theatre shall pay the Artist twenty-six dollars and seventy-five cents (\$26.75) in addition to (a) and (b) above.

(J) Dress Rehearsals

For all dress rehearsals (defined in Clause 1621(E)) there must be a minimum half (½) hour call which shall be considered to be part of rehearsal time.

(K) Classes and Warm-Ups

(1) Voluntary

Artists may not attend "Voluntary Classes" or "Voluntary Warm-Ups" which involve the rehearsal of material from the production. Attendance at so-called "Voluntary" rehearsals (including readings) is strictly prohibited. Such rehearsals must be contracted and paid for according to the provisions of this Agreement, as provided for elsewhere.

(2) Contractual

(a) Artists may be required to attend classes in specific skills which fall within the applicable rehearsal hours provided that attendance at such classes is stipulated in a rider to the engagement contract.

(b) Actors may be required to attend warm-ups which fall within the applicable rehearsal hours or prior to performances. However, such warm-ups must not invade the required break between rehearsals and performances (see Clause 1801(I)) or the half (½) hour call and may not exceed one (1) hour in length. Such warm-ups must be

stipulated in a rider to the engagement contract.

- (c) Notwithstanding the above, Artists may be required to rehearse fight sequences prior to the half-hour call. All Artists who participate in a stage fight must rehearse said fight before each performance. Any exception shall be at the discretion of the Fight Captain. The Artists must, prior to the fight rehearsal, receive the break specified in Clause 1801(I) or Clause 2004, whichever applies.

(L) Travel Between Locations

Whatever time is required by the Artist to move from one rehearsal or performance location to another will be considered as rehearsal time and must be paid for as such. If public transportation is not available, transportation must be provided by the Theatre if the distance is more than one (1) mile.

- (M) The Artist may not be required to learn lines or music prior to the beginning of rehearsal in order to accommodate the rehearsal schedule.

1802. Standard Rehearsal

(A) Defined

Standard Rehearsals are those that take place before the first public performance of a production, when no member of the company is also performing at the Theatre.

(B) Hours

The Artist shall not be required to rehearse more than seven (7) out of eight and one-half (8½) consecutive hours per day, with a meal break of at least one-and-one-half (1½) hours after a maximum of four (4) hours of rehearsal. The meal break may be reduced to one (1) hour with the unanimous consent of all Equity members in the production.

One day in each six day week may be reduced to only one (1) continuous call of five (5) hours. This option may be exercised on the first day of rehearsal, after a secret ballot by the Equity Artists in the company and the Director, with no less than a 2/3 majority in favour. The Theatre reserves the right on twenty-four (24) hours notice to designate which day will be the shortened day. The Theatre may elect to revert to standard rehearsal hours at the end of any rehearsal week. Notice of such a change must be given by the end of the last rehearsal day in the week prior. Except with the agreement of the Theatre, this option is not available in Theatres operating in Repertory, or Mixed Companies, nor does it apply to the production week.

(C) Charge for Excess Continuous Rehearsal

For continuous rehearsal in excess of four (4) hours as mentioned above, and for more than seven (7) hours of rehearsal in a standard rehearsal day, the Theatre agrees to pay overtime (See Clause 1414, Overtime.) (See also the special case in Clause 1805(C), Mixed Company.) Notwithstanding the foregoing, with the

consent of the Artists the Theatre may schedule a single call of five (5) hours of continuous rehearsal instead of the standard rehearsal day. The requirements for breaks in 1801(C) or 5303(A) shall be in effect.

(D) Five Day Rehearsal Week

Notwithstanding any of the above, the Theatre shall operate on a five (5) day rehearsal week basis after a secret ballot on or before the first day of rehearsal, by Equity Artists in the company and the Director, with no less than a two-thirds (2/3) majority in -favour of this option. In this case the rehearsal day shall be extended to eight (8) hours out of nine and one-half (9½) hours per day with a meal break of at least one-and-one-half (1½) hours after a maximum of four-and-one-half (4½) hours of rehearsal. The meal break may be reduced to one (1) hour with the consent of all the Equity members in the production.

The Theatre reserves the right with a minimum of twenty-four (24) hours notice to designate the additional free day.

Furthermore, the Theatre has the right to revert to a six (6) day rehearsal week after the conclusion of any five (5) day week. Notice of such a change must be given by the end of the last rehearsal day in the week prior. Except with the agreement of the Theatre, this option is not available in Theatres operating in Repertory, or Mixed Companies, nor does it apply to the production week.

1803. Extended Rehearsal Days

(A) Single Production and Stock

During the last ten (10) days of rehearsal prior to the first public performance of a single production or any production in a stock season, there may be a total of four (4) days where:

- (1) the Artist may be called to rehearse ten (10) out of twelve (12) consecutive hours per day with a break of at least two (2) hours after a maximum of five (5) hours of rehearsal. This break may be reduced to one-and-one-half (1½) hours if the span of the day is reduced to eleven-and-one-half (11½) hours. These four (4) days must involve on-stage, technical or dress rehearsals;

or

- (2) the Artist may be called to rehearse for up to two (2) days in the rehearsal hall for nine (9) out of eleven (11) consecutive hours with a break of at least two (2) hours after a maximum of five (5) hours of rehearsal. This break may be reduced to one-and-one-half (1½) hours if the span of the day is reduced to ten-and-one-half (10½) hours. The remaining days are governed by the provisions of (1) above (and must involve on-stage, technical or dress rehearsals).

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. Should a call continue for longer than five (5) hours without the required meal break, overtime will be paid (Clause 1414).

adjusting to the new stage provided that no rest period is invaded. Providing there is a rest period of a minimum of twelve (12) hours after the arrival in a new location, normal rehearsal conditions shall apply, with the exception that no rehearsals shall begin before 12:00 noon of the day following arrival.

While on tour, for an engagement of more than five (5) days in one (1) location where substantial changes are required in cast, stage management, technical personnel or the technical presentation, rehearsals prior to first public performance in the new location shall be as allowed in Clauses 1802 and 1805. When a production returns to the point of origin from a tour and has not previously been presented in the Theatre in which it plays, the provisions of the preceding paragraph may apply.

1810. Notes

(A) Stock and Single Productions

Following the first public performance, and up to and including the official opening, the Artist may be called for notes following a performance to a maximum of 30 minutes, up to three times per production or one (1) call of one (1) hour and one (1) call of thirty (30) minutes per production.

Subsequent to the official opening, the Artist may be called for thirty (30) minutes per week per production.

(B) Repertory

Following the first public performance, and up to and including the official opening, the Artist may be called for notes following a performance to a maximum of thirty (30) minutes, up to three (3) times per week or one (1) call of one (1) hour and one (1) call of thirty (30) minutes per week.

Subsequent to the official opening, the Artist may be called for thirty (30) minutes per week.

(C) The following conditions shall apply to the note calls referred to in (A) and (B) above:

(1) Up to and including the official opening, they may take place on fifteen (15) minutes' notice, in which case the time taken for the call will be deducted from the Artist's next rehearsal call; or

The time taken for the call may be deducted from that day's rehearsal call for the Artist, in which case twenty-four (24) hours' notice will be given.

(2) Subsequent to the official opening, at least twenty-four (24) hours' notice of a note call must be given, and the time taken for the call will be deducted from that day's rehearsal, if there is one, or, otherwise, the Artist's next rehearsal cell.

(3) Note Calls must begin fifteen (15) minutes after the final curtain.

(4) A Note Call may not extend past 12.30 a.m.

(5) A Note Call may not infringe upon the Artist's overnight rest period.

19. COSTUME FITTINGS

1901. Hours

The Theatre is granted a total number of free hours for costume fittings which cannot exceed two (2)

hours for each play per season per Artist in Sector 1, and three (3) hours for each play per season per Artist in Sector 2. The Theatre shall not require the Artist to perform this duty on the Artist's first day or during meal breaks. Travel to and from fittings shall constitute part of the costume fitting time.

1902. Overtime

The Theatre agrees that any additional hours or fraction thereof spent by the Artist for costume fittings above those provided for in the preceding paragraph, shall be considered rehearsal time or shall be compensated at the appropriate overtime rate. (See Clause 1414.)

1903. Costume Fittings Before the Engagement Period

Should the Artist, at the request of the Theatre, attend costume fittings before the engagement period for which he/she is contracted, the Artist will be compensated at the regular overtime rate (minimum one hour for Sector 1 Theatres and two hours for Sector 2 Theatres) for the actual time of the fitting, if the fitting takes place in the Artist's place of residence, or if the fitting takes place at a location other than the Artist's place of residence, but the Artist is not required to travel to 'said location specifically for the fitting.

When the Artist is requested, by the Theatre, to travel to a location outside his/her place of residence for a costume fitting, he/she shall be compensated at a rate of one-seventh (1/7) of the applicable minimum weekly fee (plus his/her per diem, if applicable) and shall be reimbursed for travel and meal expenses incurred.

1904. The Artist must consider a costume fitting as an official call and must present himself/herself as required, unless said fitting invades his/her meal break or his/her overnight rest period.

If the Artist is late for or fails to attend a scheduled costume fitting, such action constitutes a serious infraction of this Agreement and the CTA engagement contract, rendering the Artist subject to disciplinary proceedings in accordance with the Constitution and By-Laws of Equity.

20. PERFORMANCES (See Clause 1416.)

2001. Definition

All performances or rehearsals for which admission is charged (except bona fide benefits permitted by this Agreement) are to be counted and considered as performances for which the Artist is to be paid (see also Clauses 1621 and 1623).

2002. Maximum Number of Performances in a Week

A week's work shall consist of not more than eight (8) performances, and a sum equal to two-eighths (2/8) of the weekly fee shall be paid for each performance over eight (8) in each week. A week's compensation shall be paid even if less than eight (8) performances are given in any one (1) week.

2003. Maximum Number of Performances in a Day

If more than two (2) performances are given or begun on any one (1) day, each subsequent performance on that day shall be counted as an extra performance and shall be paid for at the rate of two-eighths (2/8) of the Artist's weekly contractual fee, even though the total number of performances given during the week is eight (8) or less.

2004. Breaks **Between Performances**

(A) The break between performances shall be no less than one (1) hour (excluding the half-hour call). But in the event that the break is less than one (1) hour, excluding the half-hour call, the Artist shall be compensated therefor as follows:

- (1) For the invasion of the first half (½) hour or part thereof, the Theatre shall provide and pay for a full dinner for the Artist or the Theatre may pay the Artist twelve dollars and fifty cents (\$12.50) should the Artist choose;
- (2) For the invasion of the second half (½) hour or part thereof, the Theatre shall pay twenty-five dollars and seventy-five cents (\$25.75) to the Artist in addition to (1) above.

(B) However, as an alternative to the above, the Theatre may apply the following provisions:

On a two (2) performance day when the time span between the half (½) hour call for the first performance and final curtain of the second performance is four and one-half (4½) hours or less (five (5) hours or less when both performances contain at least a fifteen (15) minute intermission) only a one (1) hour break, inclusive of the half (½) hour call for the second show, is required and the above mentioned (2004(A)) meal penalty will not apply. For the invasion of the one (1) hour break, the Theatre shall pay thirty-one dollars (\$31.00) to the Artist.

The overtime rates provided for in Clause 1414 shall apply when either the four and one-half (4½) hour or five (5) hour time span is exceeded.

2005. **Maximum Number of Performances in a Three-Day Period**

No more than five (5) performances may be given in any three (3) consecutive day period, unless that Artist is paid an additional 2/8 of his/her weekly contractual fee for each performance in excess of five (5) in any such three (3) consecutive day period.

2006. **Free Day**

There shall be no performances on the free day, except as provided for in Clause 601.

2007. **Notice of Changes**

The Theatre will advise the Artist, to the best of its knowledge, the anticipated performance schedule at the time of negotiation of the Artist's contract, and further advise if the performance schedule may be subject to change at some point during the run of the production.

The Artist will be notified at least twenty-four (24) hours in advance of any change in the performance schedule, and, whenever possible, forty-eight (48) hours' notice will be given.

Notwithstanding the foregoing, it is understood and agreed that the cancellation of a performance on less than twenty-four (24) hours' notice shall not constitute a violation of this Clause.

2008. **Overnight Rest**

There shall be a minimum of twelve (12) hours between the end of one (1) day's work and the call to work on the next day. During this overnight rest period, the Artist shall not be required to perform

any services or obligations for the Theatre except in accordance with the provisions of Clauses 1415, 1620, and 1801(D).

21. **CLOTHES AND MAKE-UP**

2101. **Costumes and Clothing**

The Theatre shall furnish and pay for all necessary and appropriate clothes (modern and costume) as well as wigs, gowns, evening wear, hats, footwear, appurtenances and properties. All footwear shall be properly fitted and in good condition and property fitted in respect to comfort and safety (e.g. dance, fight scenes, etc.).

2102. **Personal Clothing and Hair Piece(s) Rider**

- (1) No Artist shall rent or lend any wardrobe or hair piece(s) to a Theatre for use in any production unless the terms of the rental or loan are stated in a rider to his/her contract of engagement. Any rental must be paid by the Theatre to the Artist weekly with his/her fee.
- (2) If an Artist requests to wear his/her own hair piece(s), clothes and/or shoes instead of those supplied by the Theatre, he/she may do so only with the consent of the Theatre.
- (3) In the case of (1) and (2) above there must be a rider to the Artist's contract executed which clearly stipulates the replacement value of the Artist's wardrobe item in the event of loss or damage, and the agreement of the Theatre to reimburse the Artist for that amount should such loss or damage occur pursuant to the provisions of Clause 26.

2103. **Make-Up**

The Actor is required to provide only ordinary and conventional stage make-up. All other make-up shall be provided by the Theatre.

2104. **Body Make-Up**

Only where suitable bathing facilities are available at the place of performance may the Artist be required to use body make-up. Where suitable bathing facilities are not available at the place of performance, the Artist may agree to wear body make-up on condition that he/she is provided with protective clothing which the Theatre shall be responsible for cleaning, and the Artist is reimbursed for any resultant cleaning bills for his/her personal clothing on presentation of receipts. The Theatre may, at its own expense, clean the Artist's personal clothing in lieu of the above payment. If the Artist is required to use body make-up, the Theatre shall launder towels daily for removal of such make-up.

2105. **Cleaning and Upkeep**

(A) The Theatre agrees to reimburse the Artist for the cost of cleaning such article of the Artist's personal wardrobe or hairpiece used in the production, upon presentation of a receipt. As an alternative, the Theatre may, at its own expense, clean the Artist's personal wardrobe or hairpiece. The Theatre and the Artist may agree upon the number of cleanings required (no less than provided for in (C) and (D) below), and this shall be included in the rider required by Clause 2102(1) above.

However, during the last week of an Artist's engagement, the Theatre shall pay to the Artist a sum equivalent to the prevailing rate for cleaning the article and a receipt need not

(B) Repertory

During the last ten (10) days of rehearsals prior to the first public **performance** in a repertory season, there may be up to two (2) days for each production during which the Artist may be called to rehearse ten (10) out of twelve (12) consecutive hours per day with a break of at least two (2) hours after a maximum of five (5) hours rehearsal. This break may be reduced to one-and-one-half (1½) hours if the span of the day is reduced to eleven-and-one-half (11½) hours. 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. At least one such day must involve on-stage, technical or dress rehearsals. Should a call continue for longer than five (5) hours without the required meal break, overtime will be paid (Clause 1414).

1804. Cancelled Performance

When a performance is cancelled, Artists may be required to rehearse for a period of time not to exceed the length of the performance, including the half (½) hour call, if such rehearsal is after the first fourteen (14) day period following the first public performance. Such rehearsal shall be in addition to the weekly total of hours provided for in Clause 1806(B).

Should a performance be cancelled with less than one-and-one-half (1½) hours notice before the half-hour call, except through failure or inability of an Artist to perform, the Artist in the production will be deemed to have performed and the performance will be included in the maximum number of performances allowed per week.

1805. Rehearsal on a Performance Day

(A) Defined

Rehearsals on a performance day are rehearsals of a production (other than those stated in Clause 1806) that take place while at least one (1) Artist in the Company is also performing in a production for the Theatre.

(B) Hours

(1) The Artist may be called to rehearse for one continuous call of five (5) hours provided this call does not begin before 11:00 a.m. subject to the provisions of Clause 1801(D), Overnight Rest.

(2) For rehearsals in excess of the provisions of (1) above, the Theatre will pay overtime. (See Clause 1414, Overtime.)

(C) Mixed Company

Notwithstanding the provisions of Clause 1802(B) and where an Artist is not performing at the Theatre (but where at least one (1) Artist in the company is performing at the Theatre), then all Artists in the company may be called to rehearse the five (5) hour continuous call (option (B)(l) above) without overtime payment. The Artists who are not performing may rehearse a total of seven (7) out of eight and one-half (8½) hours each day.

(D) Matinee Days

No Artist who is scheduled to perform at the Theatre may be called to rehearse on a two (2) performance day, unless he/she is on separate contracts for the rehearsal and the performance. (See Clause 1404(C).)

1806. After Opening - Exceptions to Standard Rehearsal Conditions

(See also Clause 5305 - Musical Theatre.)

The following exceptions to the above will apply: After the first public performance of the last production of a stock or repertory season, or after the first public performance of a single production in which the Artist is appearing, rehearsals for the Artist in these circumstances shall be limited to:

(A) During the First Fourteen (14) Days

During the first fourteen (14) days after the first public performance, seven (7) days of rehearsal can be scheduled on the same terms as stipulated in Clauses 1805 (Rehearsals on a Performance Day) or 1802 (Standard Rehearsal), whichever is applicable.

(B) Following the First Fourteen Days

Following the seven (7) days of rehearsal, specified above, rehearsals shall be limited to a total of eight (8) hours per week and there shall be not more than two (2) rehearsal calls, not to exceed four (4) hours each in any one (1) week. Such rehearsals shall take place on a day when there is not more than one (1) performance and shall not take place on the day immediately following the free day.

(C) Overtime

The overtime rates provided for in Clause 1414 shall apply to any rehearsal calls in excess of the maximum hours stipulated in this Clause 1806.

1807. Understudy and Replacement Rehearsals

The total weekly rehearsal time for understudies and replacements may not exceed the normal weekly maximum set forth in these Clauses (Clause 1802, 1803, 1804, 1805 and 1806) and all such rehearsal time must be deducted from the normal rehearsal hours allowed during the week in which the rehearsals take place.

For Sector 2 Theatres, if the Theatre requires the Artist to rehearse on a day when he/she is normally scheduled to perform, the Theatre may, with 24 hours notice, in consultation with the Artist, schedule the Artist to attend an understudy or replacement rehearsal in lieu of the scheduled performance, and the Artist will not unreasonably withhold his/her consent. The hours of the rehearsal shall not exceed the length of the normal show call, including the half-hour. In such an event, the Artist's contractual fee shall not be diminished.

1808. Emergency Rehearsal

An Emergency Rehearsal shall mean a rehearsal necessitated by the inability of an Artist to perform his/her full duties due to sickness or injury or other cause. (Also see Clause 1624.)

When an Emergency Rehearsal must be called on a Free Day, then the Artist shall be paid twenty-four dollars (\$24.00) for Sector 1 Theatres and twenty-five dollars (\$25.00) for Sector 2 Theatres per hour or part thereof. The minimum call paid shall be four (4) hours,

1809. Rehearsals While on Tour After First Public Performance

On the day of arrival in a new location, there may be no rehearsals other than the call not to exceed the running time of the production, to be used for

be presented by the Artist to the Theatre.
For the purposes of this Clause, an article shall be defined as an element of costume and clothing as defined in Clause 2101, and shall additionally include hairpieces.

(B) The Theatre further agrees that any article of apparel from the Artist's personal wardrobe used in the production will be repaired or replaced if damaged during production.

(C) Costumes worn by the Actor are to be cleaned or kept sanitary at the Theatre's expense at least once every two weeks or more often if necessary, and in any case within one week before the show goes on a tour of two weeks or longer.

Beards and hairpieces furnished by the Theatre, shall be freshly cleaned when delivered to the Actor and cleaned thereafter whenever necessary but at least every three weeks. Lace in all beards, moustaches and hairpieces will be cleaned daily.

No Actor shall be required to use a wig or hairpiece, including a facial hairpiece, which has been worn by another Actor until the hairpiece or wig has been thoroughly cleaned and properly fitted. After cleaning, hairpieces must be dried and aired prior to issue to the Actor.

This provision may be waived in the case of an emergency.

A schedule of such cleaning shall be maintained by the Deputies and Stage Manager.

(D) Stockings, shirts, and other "skin parts" of costumes and/or clothes supplied by the Theatre shall be laundered daily by the Theatre.

(E) The Theatre shall not require the Artist to wear any costume, clothing, hat or footwear that is not in a thoroughly sanitary and dry condition.

2106. The Theatre shall furnish kneepads when necessary for rehearsal and/or performances.

2107. Understudies

Except in the case of emergencies, the Understudies must be furnished with clean costumes when called upon to perform. In any event, the Theatre must provide the Understudies with properly fitted shoes.

2108. Hair Style or Colour

No actor may be required to change the colour and/or style of his/her hair or shave his/her head or grow or shave his beard unless a rider outlining these requirements is negotiated, signed and appended to the engagement contract. The Theatre shall pay for the expense of changing the colour and/or style and of its up-keep during the run of the engagement and of the restoration to the original colour and/or style at the close of the engagement.

Should it prove impossible, for any reason, for the hair to be restored to its original colour, and/or style or should the Artist suffer any permanent loss or damage to his/her hair as a result of a required change in colour and/or style in the first place and/or of its subsequent restoration provided that restoration of the style is not simply a matter of the hair growing back to its original length, then the Theatre shall continue to pay the Artist his/her

weekly contractual fee until the hair and/or its former colour is restored, but for a period not to exceed fifty-two (52) weeks beyond the termination of his/her individual contract.

When the Artist is required to shave his/her head, the Theatre shall provide a wig satisfactory to the Artist for his/her personal use.

22. WORKING ENVIRONMENT, HEALTH AND SAFETY

The Theatre agrees to provide the Artist with safe and sanitary places of engagement.

2201. Dressing Rooms

(A) Separate dressing rooms for male and female Artists will be provided, and these rooms and the stage will be cleaned and properly heated. During performances, assigned dressing rooms shall be maintained for the exclusive use of Artists. At times other than during performances when the Artists' use of the assigned dressing room is not possible, the Stage Manager shall be notified in writing twenty-four (24) hours in advance. In such a circumstance, the Theatre shall provide a secure storage space for the Artists' personal effects.

(B) Dressing rooms shall have lights, mirrors, shelves and wardrobe hooks for the performers' make-up and personal clothing and table space for each performer. A sink with hot and cold running water shall be available in, or reasonably convenient to, the dressing rooms.

(C) If the auditorium is air conditioned, all dressing rooms shall be air conditioned. If the auditorium is not air conditioned, the Theatre shall provide mechanical devices (CSA approved) in dressing rooms to ensure proper ventilation and the circulation of fresh cool air. Similarly, in cold or cool weather, the Theatre shall provide devices (CSA approved) in dressing rooms where heating is deficient, to ensure the maintenance of a comfortable temperature.

(D) Toilets and sinks will be clean and sanitary, and will be separate facilities from those provided for the audience. They must be maintained in good working order at all times, and shall be provided with toilet paper, soap and towels. (See Clause 2104 regarding body make-up.)

(E) In all open-air and tent theatres, the Theatre shall make available covered rehearsal space meeting the requirements of this Clause.

2202. **(A)** During the course of a performance the Artist may not be required to go outside the Theatre building. Runways between dressing rooms and the Theatre shall be covered and paved or boarded.

(B) Access to stage doors of the Theatre shall be safe, clean, and properly lighted.

(C) In all arena theatres, there shall be no riser which is not part of the set placed between the runway and the stage, unless a ramp or other levelling device is provided.

2203. Temperature, Air Circulation and Lighting

(A) The Theatre agrees to maintain dressing

rooms, dance warm-up areas, and places where the Artist is required to rehearse or perform indoors, at a reasonable and constant temperature, said temperature to be no less than 18 degrees Celsius and no more than 30 degrees Celsius. The provisions of this Clause will have been satisfied if the temperature at floor level measured ½ hour before the commencement of rehearsals and/or performance, is 18 degrees Celsius to 30 degrees Celsius. However, minimum temperature in the dressing rooms must be achieved at least 2 hours before curtain time.

- (B) Any booth or room from which the Stage Manager must call cues shall be equipped and maintained for air circulation, proper lighting, and must be safely accessible.
- (C) It is recognized that weather conditions will affect open air and tent theatres. In the event that weather conditions constitute a threat to the health and safety of the Artists, the Stage Manager, Equity Deputy, and Theatre's designated representative shall jointly decide how to proceed.

2204. Fire Drill

The Theatre shall arrange at least one fire drill per production in each location in which Artists are working under CTA engagement contracts. The Theatre shall provide stage management with a Fire Procedure List for all said locations. A copy of the Fire Procedure List will be prominently posted in each of those locations by the first day of rehearsals.

2205. Blackouts

In all Theatres, the Stage Manager shall ensure that any areas which may be affected by blackouts shall be adequately illuminated with guide lights and/or delineated with phosphorescent tape.

2206. Rakes, Safe Surfaces and Platforms

- (A) Artists shall not be required to dance on concrete or marble floors or on any other surface which is unsafe, or may be the cause of an injury to an Artist, or on wood or on any other substance laid directly over such a floor which does not provide an air space of at least one and five-eighths (1 5/8) inches between the structural floor and the dancing surface. Dance warm-up areas shall conform to the above dancing surface specifications. If dance warm-up surfaces do not conform to the above dance surface specifications, the provisions of the following paragraph shall apply.

The Stage Manager and the Equity Deputy will consult with the Theatre or the Theatre's representative if it appears that the performing surface is unsafe or may be the cause of an injury to an Artist. The Stage Manager, Deputy, and the Theatre's representative shall jointly decide whether the rehearsal or performance can take place. A dancer chosen by the dancers to represent them or, if there is one, the Dance Captain will participate equally in the consultative process described above, and shall have the authority to adapt footwear and/or choreography in order for the rehearsal or performance to proceed in a safe manner.

- (B) Artists shall not be required to rehearse or

perform on a surface which is unsafe. The Stage Manager and Deputy will consult with the Theatre if it appears that a surface is unsafe. The Stage Manager, Deputy and Theatre's representative shall jointly decide whether the rehearsal or performance can take place, or what steps can be taken to make it possible to proceed safely.

- (C) Where a raked stage is used in a production an Artist shall not be required to rehearse choreographed movement on said stage more than four hours per day on a 7½ hour day (or five continuous hours when such a call is the only call of the day).

If the first rehearsal call on which the Artists are required to rehearse on the raked stage is an extended rehearsal day, rehearsal of choreographed movement shall be limited to four hours. Nevertheless, the remaining rehearsal hours may be used for non-choreographic rehearsal purposes. In all cases the Artist shall have access to an unraked or counter-raked surface.

The Theatre and Equity agree to consult with PACT in order to arrive at a decision to protect the physical safety of the Artists involved if it appears a raked stage is unsafe or may cause injury to an Artist. For the purposes of this Clause, an unsafe rake shall be considered to be one that exceeds an incline of one inch in ten inches.

Prior to the construction of any raked stage where the rake will be greater than one inch per ten inches, the Theatre shall promptly notify Equity of such plans and provide such information as Equity may reasonably request. It is understood that when a Theatre is utilizing a set from a prior production, said notice may not be possible and the Theatre agrees to notify Equity as soon as a determination is made that such set will be utilized. (Also see Clause 1613(B).)

- (D) 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. 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.
- (E) For the purposes of this entire Clause, whenever consultation with the Theatre's representative is called for and no such person is present, it is understood that every reasonable effort will be made to contact the Theatre and effect such consultation.

2207. cot

The Theatre shall provide a cot for any Artist who may become ill during a rehearsal or performance.

2208. First Aid Kits

First Aid kits, stocked with adequate supplies, shall be available and easily accessible at all times to dressing rooms and rehearsal areas.

2209. Dressing rooms (except quick-change booths)

shall be of a permanent type, and shall not be only under canvas.

2210. Drinking Water

Ample, pure, cool drinking water shall be provided wherever the Artist is required to rehearse or perform.

2211. Intercom System

An intercom system between the stage area and dressing rooms shall be installed in all resident theatres in which Equity deems the dialogue from the stage is not **clearly** audible in the dressing rooms.

2212. Equity's Right to Inspect

The Theatre agrees that Equity's representatives shall have the right to inspect its facilities to determine whether the Safe and Sanitary requirements set forth in the foregoing Clauses have been complied with. The representative shall report any deficiencies to Equity in writing, and shall also furnish the Theatre with a copy of his/her report. Upon receipt of the report, Equity will notify the Theatre, in writing to correct the deficiencies, Unless the Theatre then either corrects the deficiencies or gives Equity assurance satisfactory to it that such deficiencies will be promptly corrected, the Equity Council or its Executives may certify the facilities as **unauthorized** for rehearsals, for performances, or for both, as the Equity Council or its Executives may determine. Upon such certification and until correction of the deficiencies or the giving of assurance satisfactory to Equity that the deficiencies will be corrected within a reasonable time, Equity may require its members to refrain from rehearsing and/or performing in the Theatre's facilities.

2213. (A) Tours

Notwithstanding the above provisions of Clause 22, it is **recognized** that there may be occasions while on tour when performances occur in a facility other than a Theatre, where the above conditions cannot be met, in whole or in part. In such circumstances, and provided that the Company Manager, Stage Manager and Equity Deputy agree that the actual physical safety of the Artists is not in jeopardy, the performance shall take place as scheduled.

The Company Manager and/or Stage Manager and the Equity Deputy shall be responsible for consulting with the Theatre and Equity whenever possible prior to the decision to proceed or not to proceed.

(B) Unsuitable Facilities

The Theatre agrees to notify Equity and PACT of all facilities deemed unsuitable for rehearsals and/or performances. These facilities shall not be used for rehearsals and/or performances by PACT Theatres until the deficiencies are remedied and the standard of the facility accords with the provisions of Clause 22.

2214. Smoking

Smoking is prohibited in the rehearsal halls and dressing rooms for the duration of the production's rehearsal and performance period. A dressing room may be designated a smoking area by unanimous vote of the Artists assigned to that dressing room, provided that the smoke does not impinge on non-smoking areas and dressing rooms. Smoking is not permitted in dressing room

corridors. The Theatre agrees to designate stage, wings, ramps, traps, and such other areas as it may decide upon, as non-smoking areas. The Green Room shall be a non-smoking area (except by unanimous vote by the company to the contrary), and the Theatre agrees to designate, where possible, another area where Artists may smoke which does not impinge on the non-smoking areas. When the Artist is rehearsing and/or performing, smoking shall only be permitted when the Artist has been directed to do so as part of the character portrayed.

Additionally, in any vehicle in which the Artist is required to travel, smoking is not permitted except by unanimous vote or except in the case of a commercial carrier where provision for a smoking section is standard practice.

Any breach of this Clause by the Artist may subject the Artist to disciplinary procedures in accordance with the Constitution and By-Laws of Equity.

2215. Threats to Safety

In a situation where there is a threat to the safety of the Artist or place where the Artist is required to be, by **reason of** fire, acts of God, acts of the public enemy, and similar causes, the Artist may immediately cease all work and remove him/herself to a place of safety. He/she may not return until he/she has been assured to his/her satisfaction that the appropriate public authority (e.g. police, fire department, health authorities) has dealt with the situation and has **authorized** the continuation of work.

2216. Hazardous Materials

The Theatre will abide by the applicable provincial health and safety legislation with regard to the use of hazardous materials, To the best of its ability, the Theatre will ensure that chemical ingredients used to create special effects for a production will not be harmful to the Artist. Should an Artist develop a medical problem as a result of exposure to said special effect, he/she shall report this matter to the Theatre and shall consult a physician as soon as possible. **Upon** written advice of the physician to the Theatre, said Artist may cease rehearsing and/or performing. In the event that the use of the chemical ingredient continues, and/or the Artist is unable to continue his/her engagement, the contract of the Artist may be terminated in accordance with Clause 3813. The Theatre and the Artist will ensure that a claim for disability benefits is completed and filed under the **provisions of** Clause 45. However, the Artist must be **reinstated** upon recovery if he/she so desires, on terms no less favourable than his/her original contract.

2217. With respect to Clause 22, whenever the Artist perceives a risk to his/her health and/or safety, the Artist shall immediately report said risk to the Stage Manager and the Deputy. The Artist shall not be required to proceed with any work involving said risk until such time as the situation is resolved, or until the Stage Manager, Deputy and Theatre jointly have deemed that no such risk exists.

2218. Should any circumstances arise in respect to Clause 22 which require consultation **among 'the** Stage Manager, Deputy and Theatre, then the Deputy shall notify Equity **and** the Theatre shall notify PACT **as** soon as possible.

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23. ACCOMMODATION IN THE POINT OF ORIGIN

2301. Theatre's Responsibility

The Theatre shall be responsible for assisting the Artist in finding accommodation. The Theatre will furnish a list of available accommodation upon request from the Artist at the time of offering the Artist the engagement.

2302. Accommodation Lists

Said list shall be tip to date. All accommodation listed shall be within a reasonable distance of the Theatre and the Theatre will, to the best of its ability, ensure that such accommodations are clean and sanitary. In all cases a full description, price and location of each accommodation will be given.

2303. Should the Theatre be requested in writing to make a reservation on behalf of the Artist and a deposit is required in advance, the Artist shall be responsible for the payment of said deposit to the Theatre prior to his/her arrival.

2304. Alternative Accommodation

Should the Artist make arrangements to occupy accommodation listed by the Theatre and should such accommodation prove not to be clean and sanitary, within a reasonable distance of the Theatre, and generally of the nature represented by the Theatre in the list provided to the Artist, the Theatre shall assist the Artist in finding suitable alternative accommodation. If the cost of the accommodation exceeds the price quoted in the listing provided to the Artist, then the Theatre shall be required to find suitable alternative accommodation, and until such time shall pay for any additional accommodation expenses incurred by the Artist.

24. TRANSPORTATION AND BAGGAGE

2401. Transportation of the Artist by the Theatre To and From the Point of Origin

(A) The Theatre shall, at its own expense, transport the Artist from his/her place of residence (see Clause 1616) to the Theatre and return transportation shall be by Y-class air fare, or by train or coach if air travel to the Theatre's point of origin is not available, unless otherwise negotiated between the Artist and the Theatre, prior to the signing of the contract.

It is understood between the parties to this Agreement, that the use of the least **expensive, yet** reasonable form of transportation (especially as regards air travel) **is the spirit and** intention of Clause 24.

(B) Alternatives to Air Transportation

Should transportation other than Y-class air fare be negotiated, it must be negotiated after **all** the other terms of the contract have been negotiated. The Theatre shall offer to the Artist such alternative forms of transportation and related schedules (to a maximum of 3 alternatives) as are available. These may include reduced fare air travel, rail travel, commercial bus or private vehicle. The Theatre and the Artist shall then negotiate the mode and schedule of transportation to be used, including ground transportation, and the mode, schedule, the cost if any, of any penalty if the schedule is changed, and the time and

date of the Artist's last performance or service to the Theatre must be specified in the Artist's contract or in a rider thereto.

(C) In the event that the Artist's contract does not specify all the information stipulated in the preceding paragraph, the Theatre shall be obligated to pay the cost of transporting the Artist up to and including the cost of Y-class airfare. Except in the cases of prior or subsequent engagements or personal emergencies, the Artist shall be required to travel both to and from the point of origin by the travel arrangements agreed to in his/her contract. Should the Artist subsequently change these arrangements for any other reason, the Artist shall be responsible for any additional costs incurred, if any. Likewise, should the Theatre subsequently change these arrangements, it shall be responsible for the payment of any costs incurred.

(D) Use of Artist's Vehicle

Should the Artist choose to use his/her own **private** vehicle, he/she shall receive compensation at a rate of thirty-one cents (**\$0.31**) per kilometre or the cash equivalent of the least expensive airfare available, whichever is the lesser.

The Artist must inform the Theatre at the time of negotiating his/her contract of the Artist's intention to use his/her private vehicle. Otherwise, if the Theatre has made travel arrangements which cannot be cancelled without loss to the Theatre, the Artist shall receive only the compensation outlined above, less whatever costs have been incurred by the Theatre by virtue of the cancellation. If the cancellation penalty exceeds the compensation to which the Artist would be entitled, then the Theatre shall be absolved of responsibility for transportation costs.

(E) Reimbursement for Travel Insurance

The Theatre will reimburse the Artist for purchase of travel insurance with a claim value up to a maximum of **\$80,000** upon presentation of premium receipts therefor. Where public transportation is unavailable, the Theatre shall transport the Artist by whatever means of transportation is available.

(F) Overnight Travel

Unless chosen by the Artist, no overnight travel may be scheduled under this Clause, except where first class sleeping accommodations are available. If the Artist has travelled overnight, there must be at least four (**4**) hours between the time of arrival **at** the point of origin and the start of the first rehearsal.

(G) Ground Travel to and from Airport

The Theatre is responsible for the Artist's transportation expenses to and from the terminal at the Artist's place of residence and between the terminal and theatre and/or the Artist's lodging in the city of origin, including the **cost** of taxi fare between the terminal and the Artist's residence, and the terminal and the Artist's lodging and/or theatre in the city of origin, if a taxi is used. Reimbursement will be issued by the Theatre upon presentation of

receipts. The Theatre may stipulate the details and maximum allowable expenses for such "ground transportation" in a rider to the contract at the time of negotiation of the contract.

(H) Consecutive Engagements

Where the Artist has a consecutive engagement under an Equity contract the Theatre signing the consecutive contract of engagement shall provide and pay for the Artist's transportation either:

- (1) from the first point of origin to the second:
or
- (2) from the Artist's place of residence to the second, whichever is less.

Where the transportation cost from the first point of origin to the second is less than the transportation cost from the Artist's place of residence to the second point of origin, the first Theatre shall be relieved of any obligation for return transportation to the Artist. However, in any other case, the Theatre signing the first contract of engagement shall be obliged to provide and pay for the Artist's transportation back to his/her place of residence.

It is understood and agreed that the Theatre signing the consecutive contract of engagement is obliged, in addition to the above, to provide and pay for the Artist's transportation back to his/her place of residence after the Artist has fulfilled his/her period of engagement.

It is the Artist's responsibility to inform the Theatre of any consecutive contract of engagement and to return the balance due on any advance on return transportation.

2402. Baggage

The Theatre shall be responsible for the transportation or the cost of transportation for up to 3 large suitcases (or equivalent, acceptable to the means of transport available), up to a maximum of 300 pounds, or in the case of Sector 2 productions scheduled to run longer than six (6) months, 4 large suitcases to a maximum of 400 pounds, from the Artist's place of residence to the terminal, and/or the point of origin (either Theatre and/or Artist's place of lodging) and back to the Artist's place of residence (unless the Artist has a consecutive engagement). The Artist shall be responsible for arranging for the transportation of such baggage to and from the terminal at his/her place of residence, and shall submit receipts to the Theatre for reimbursement of the cost of such transportation. In the case of consecutive engagements, responsibility for payment for transport of baggage shall be divided as per Clause 2401.

2403. Transport Within Point of Origin

Whatever time is required by the Artist to move from one (1) rehearsal or performance location to another will be constituted as rehearsal time and must be paid for as such. If public transportation is not available, transportation must be provided by the Theatre, if the distance is more than one (1) mile.

2404. Whenever the theatre or place of rehearsal is located more than one (1) mile from public transportation and there is no reasonable

accommodation within a one (1) mile radius the Theatre agrees to provide or pay for the cost of transportation each way.

2405. With respect to Clauses 2403 and 2404 above, at the end of a rehearsal or performance call where the remote location of the Theatre, or the infrequency of public transportation or the lateness of the hour could affect the Artist's safety, the Theatre will arrange for safe and convenient transportation from the Theatre without cost to the Artist.

25. CLAIMS

2501. Waiver or Release Not Permissible

With regard to any claim by the Artist arising from any alleged breach of this Agreement or any individual CTA engagement contract, no receipt, waiver or release or adjustment by the Artist is of any validity whatsoever, unless Equity consents in writing. The Theatre, by agreeing to this Clause, agrees that it will not seek or solicit any such waiver, release or settlement, nor offer the same in any arbitration or any proceeding in court, unless Equity specifically consents in writing. In no case shall claims of members under engagement contracts be handled or enforced by agents or attorneys of members unless same are consented to by Equity in writing.

2502. Time Limit in Lodging Claims

Should the Artist deem that he/she has any claim against the Theatre under his/her contract, he/she shall present the same in writing to the Theatre, or to Equity within four (4) weeks after the time when such claim shall have arisen unless he/she shall give to Equity or to the Arbitrator, or to either of them a good and sufficient reason for any delay after such period of four (4) weeks.

26. PROPERTY, LOSS AND/OR DAMAGE TO

2601. Upon presentation of original receipt of purchase or proof of replacement value, the Theatre shall reimburse the Artist for all loss and/or damage caused by the act, fault or negligence of the Theatre, its representatives, agents, servants or employees, to:

- (A) the Artist's property used, or to be used in connection with a production or productions covered by his/her engagement contract;
- (B) the personal clothing worn by the Artist to the Theatre, and
- (C) the personal effects of the Artist including his/her baggage, while any such property is wholly or partly in the possession or control or under the supervision of the Theatre, or any of its representatives, agents, servants, or employees or while said property is in any Theatre building or other place where the Artist is required to be under his/her engagement contract, and where the Theatre has the ability to provide reasonable security measures or when any such property or personal effects have been in any way shipped, forwarded or stored by the Theatre, or any of its representatives, agents, servants or employees.

2602. Reimbursement Limits

The reimbursement shall be up to a limit of one thousand five hundred dollars (\$1,500.00) for the

Artist's personal effects and clothing (excluding furs and jewellery); up to a limit of one thousand five hundred dollars (\$1,500.00) for the Artist's furs; and up to a limit of one thousand five hundred (\$1,500.00) dollars for the Artist's jewellery; except if the Theatre provides facilities for safe-keeping the Artist's personal valuables, jewellery and/or cash, not used in the production, while said articles are in any Theatre, the Theatre shall be liable for loss and/or damage only if said personal valuables, jewellery, and/or cash are given to the Theatre, or its agent for safe-keeping. In this regard the Theatre agrees to provide facilities for safe-keeping of said articles, and to inform all Artists of same and of necessity for using such facilities under the provisions of this Clause by a written notice posted on the call board.

2603. The Theatre shall not be liable for any loss or damage to the property of the Artist while said property is under the sole and exclusive control and supervision of the Artist.

2604. Except as above provided, the Theatre shall not be responsible for any loss and/or damage to the **personal property** of the Artist, over and above the limitations herein set forth. With respect to such property it is the responsibility of the Artist if he/she desires to protect himself/herself against loss to insure same.

2605. The Theatre may meet the foregoing obligations by maintaining adequate and sufficient insurance coverage which shall provide the same protection as the Theatre thereby assumes. Upon the direct payment of any damage or loss to the Artist by the Theatre, the Theatre or Insurer shall be subrogated to all rights of the Artist to the extent of such payments.

27. POSTING OF SECURITY

2701. Maintenance of Satisfactory Security

(A) It is the essence of the Agreement and all CTA engagement contracts, and a condition precedent to the engagement of the Artist, that the Theatre shall tile and maintain with Equity satisfactory security as required by this Clause. Such satisfactory security shall include agreements in the form of Letters of Credit and Security Agreements.

(B) In the event that contracts are issued to Artists without the Theatre having posted Security in accordance with Clause 2702, upon notification by Equity, the Theatre shall be liable for payment of one week's minimum fee to the Actors' Fund of Canada for each contract so issued, unless proper Security is arranged within one business day.

2702. (A) Amount of Security

The Theatre shall be ineligible to engage Equity members unless and until it shall have arranged or deposited with Equity cash or a Letter of Credit (using sample wording agreed to by Equity and PACT) sufficient to ensure the payment of Artist's fees for the maximum number of Artists to be engaged during a production or season. The cash or Letter of Credit shall be equal to contractual fees for two (2) weeks plus ten percent (10%) of that total plus an additional percentage equivalent to the percentage total of applicable service

taxes and a potential bookkeeping fee of one hundred dollars (\$100.00). In the case of touring, the security shall be increased by the equivalent of fourteen (14) days of the Artists per diem. Letters of Credit may include an expiry date, provided said expiry date occurs at least two months after the close of a season or production. (Letters of Credit will be released before expiry, provided all contractual obligations to Equity and its members have been met.)

(B) Release of Security

Letters of Credit or cash deposits will be released within ten (10) business days of receipt of a written request for same, where all contractual obligations to Equity and its members have been met. Equity agrees to contact the Equity Deputy and/or members of the company where a confirmation of fulfilment of the Theatre's contractual obligations has not been received from the Deputy in reference to a request for a release, and agrees to process the release where it can satisfactorily verify the fulfilment of all contractual obligations.

In the case of Joint Productions produced under Clause 51, the security for each partner in the Joint Production shall be released according to the above provisions as each partner's contractual obligations are met.

(C) Cash Deposits

Where the Theatre deposits cash with Equity, it shall receive interest payments on such deposits as may be agreed upon in writing between the Theatre and Equity.

(D) Theatres in Arrears

Where Equity can demonstrate that a Theatre is substantially or repeatedly in arrears with RRSP and insurance payments, as stipulated in the Agreement, Equity shall have the right to increase the amount of security required. Where Equity requires an increase to the amount of security, the Theatre shall immediately provide such an increase. However, if the Theatre disputes the increase, it may, after having provided the increase, have recourse to the provisions of Clause 49 for the relief of this requirement.

(E) Drawing Upon Security

No Equity member shall work, or be required to work or continue in the engagement of any Theatre, if and when the security arrangements shall not meet the requirements of this Clause. Equity may draw upon the securities posted to protect the interests of its members, provided that it shall simultaneously inform the Theatre of its action. However, PACT recognizes Equity's need to protect the interests of its members in an emergency, and, therefore, should it prove impossible to contact the Theatre or its authorized representative in an emergency, Equity may proceed to draw upon security.

28. ENGAGEMENT CONTRACTS

2801. Continuous Engagement

Continuous engagement of the Artist is of the essence of all engagement contracts. Engagement

thereunder shall begin on the date of the beginning of rehearsals or required date of arrival if earlier, and shall continue until terminated as herein provided, and not otherwise. All calculations of sums due or benefits accruing to the Artist shall be computed on the basis of consecutive rehearsals and consecutive engagement.

2802. Minimum Period

The minimum period of engagement shall be two (2) weeks. However, it is recognized that special circumstances may exist where an engagement of less than two (2) weeks may be allowed with the written permission of Equity and PACT.

29. CONTRACTS

2901. (A) Standard CTA Engagement Contract

A standard Canadian Theatre Agreement engagement contract is a contract which does not in any way amend the basic minimum provisions of the Canadian Theatre Agreement with respect to the minimum period of engagement.

(B) Run-of-the-Play CTA Engagement Contract

A Run-of-the-Play CTA Engagement Contract is a contract in which the basic minimum provisions of the Canadian Theatre Agreement are specifically amended within the CTA Engagement Contract to prohibit termination for a period of *one* year from the beginning of the engagement except by mutual consent of the parties to the contract following consultation by the Artist with Equity and receipt of Equity's approval or by virtue of company closing.

A Run-of-the-Play CTA Engagement Contract may not contain an option clause with respect to an extension of the engagement period.

(1) Rider

The Standard Canadian Theatre Agreement Contract may be designated a Run-of-the-Play CTA Engagement Contract by the addition of a rider which stipulates:

(a) The Theatre and the Artist agree that this CTA Engagement Contract is designated as a Run-of-the-Play CTA Engagement Contract pursuant to the provisions of Clauses 2901(B), 2910, 3807, 3810, and 3814(C).

(b) The Theatre and the Artist further agree that the designation of this CTA Engagement Contract as a Run-of-the-Play CTA Engagement Contract has been fully discussed and negotiated between them and that they have read and understand the provisions of Clauses 2901(B), 2910, 3807, 3810, and 3814(C) of the Canadian Theatre Agreement.

CTA Engagement Contracts which do not contain this wording will not be accepted as Run-of-the-Play CTA Engagement Contracts.

(2) Period

The period of engagement for a Run-of-the-Play CTA Engagement Contract shall be for the run of the play to a maximum of one year in the first

instance, and shall begin on the date of the first rehearsal. The run of the Play fee requirements will also begin as of the first rehearsal. After the first twelve-month period, extensions of Run of the Play contracts shall be for a minimum of three months, to a maximum of one year.

A Run-of-the-Play CTA Engagement Contract can only be applied to a single production which has no scheduled closing date.

(3) Fee

The Artist's contractual fee for a Run-of-the-Play CTA Engagement Contract must be at least one hundred and twenty dollars (\$120.00) per week above the minimum fee for Company Category A-2, at least one hundred and fifteen dollars and twenty-five cents (\$115.25) per week above the minimum fee for Company Categories A, B, C and D, and at least seventy-eight dollars and twenty-five cents (\$78.25) per week above the minimum fee for Company Categories E, F and G.

(4) Conversion of Standard CTA Engagement Contract to Run-of-the-Play CTA Engagement Contract

The Theatre may convert the standard CTA Engagement Contract to a Run-of-the-Play CTA Engagement Contract at any time after it has been executed, provided that the Artist agrees and is paid at least one hundred and twelve dollars (\$112.00) per week above his/her original contractual fee in Company Categories A, B, C, and D, and at least seventy-six dollars (\$76.00) per week above his/her original contractual fee in Company Categories E, F and G. This change must be effected by a rider to the Artist's CTA Engagement Contract which also contains the wording specified above.

(5) Notice

The Theatre agrees to make every effort to provide the Artist engaged to a Run-of-the-Play Engagement Contract with four (4) weeks' notice of the Theatre's intention to offer a further contract beyond the expiry of the initial Run-of-the-Play period.

(C) Guaranteed CTA Engagement Contract

A Guaranteed CTA Engagement Contract is a contract in which the basic minimum provisions of the Canadian Theatre Agreement are specifically amended to prohibit termination, prior to the final date of the engagement specified on the contract except by mutual consent of the parties to the contract, following consultation by the Artist with Equity and receipt of Equity's approval. A Guaranteed CTA Engagement contract may contain an option clause with respect to an extension of the engagement (see Clause 2910). A Sector 2 Theatre may only contract

Artists using Guaranteed Engagement Contracts once they have made satisfactory security arrangements with Equity.

(1) Rider

The standard CTA Engagement Contract may be designated as a guaranteed engagement contract by the addition of a rider which stipulates:

(a) The Theatre and the Artist agree that this CTA Engagement Contract is designated as a guaranteed CTA Engagement Contract pursuant to the provisions of Clauses 2901(C), 2910, 3808, 3810, and 3814(C) of the Canadian Theatre Agreement.

(b) The Theatre and the Artist further agree that the designation of this CTA Engagement Contract as a guaranteed CTA Engagement Contract has been fully discussed and negotiated between them and that they have read and understand the provisions of Clauses 2901(C), 2910, 3808, 3810, and 3814(C) of the Canadian Theatre Agreement.

CTA Engagement Contracts which do not contain this wording will not be accepted as guaranteed Engagement Contracts.

(2) Period

The period of engagement for a guaranteed CTA Engagement Contract shall begin on the date of the first rehearsal and end on the final date of the engagement which must be specified on the CTA Engagement Contract. A 'guaranteed CTA Engagement Contract may be applied to a single production or to an engagement involving more than one production in stock or repertory. Nevertheless the guaranteed period shall not extend beyond fifty-two (52) weeks from the date of the first rehearsal specified in the contract.

(3) Fee

The Artist's contractual fee for a guaranteed CTA Engagement Contract must be at least one hundred and fifty-four dollars and fifty cents (\$154.50) per week above the minimum weekly fee for Company Categories A, B, C and D, and at least one hundred and two dollars (\$102.00) per week above the minimum fee for Company Categories E, F and G.

2902. Filing CTA Engagement Contract

No Artist may begin an engagement unless a CTA Engagement Contract has been completed and a copy filed with Equity.

2903. Determination of Classification

Equity shall have the right to make the initial interpretation as to whether an Artist is correctly classified according to the provisions of Clause 16.

2904. Effective Date

CTA Engagement Contracts between Theatre and Artist must be signed before the Artist begins rehearsal and shall be signed on the date when the terms of the contract are agreed upon between the parties. If not signed on said date, when issued they must be signed as of said date.

2905. Changes and Alterations

Neither the Theatre nor the Artist has any right or power to waive any of the minimum conditions set forth in this Agreement without the written consent of Equity. Unless any and all riders, changes, alterations, waivers or substitutions from or under this Agreement made prior to, when, or after, the contract of engagement is made shall have written approval of Equity, such riders, changes, alterations, waivers or substitutions, or any part thereof, may be made void, at the option of the Artist, Equity consenting. It shall be the duty of the Theatre, not the Artist, to submit proposed changes to Equity for written approval by a duly authorized representative. The Theatre agrees to send all proposed alterations, waivers or substitutions to Equity by registered mail. Furthermore, the Theatre shall file a copy of all requests for waivers to the minimum terms and conditions of this agreement with PACT.

Equity agrees to respond by telephone to such proposals within ten (10) business days after receipt thereof. Equity shall confirm its decision in writing. If Equity has not signified disapproval within the above stipulated time period, such proposals shall be deemed approved.

The Theatre agrees that all blanks on the face of the contract including date of first public performance, name of part, fee, and required date of arrival, will be filled in, in writing, before signing or delivery of the contract.

2906. Signing Of

Unless contracts are signed concurrently, they must be signed first by the Theatre. If the contract is not signed concurrently the Theatre may in writing at the time of sending the contract to the Artist notify the Artist that unless the contract is signed and returned or postmarked, by the Artist to the Theatre within ten (10) business days (Saturday, Sunday and holidays excluded) after receipt thereof by the Artist, the offer of engagement is withdrawn and the contract shall be null and void.

2907. As Cast

All plays must be specified in the Artist's contract along with the Artist's assignment in the plays which in the case of the Actor may be "As Cast". If the entire season has not been set, the Artist may agree to appear in a play "to be announced".

If additional productions are added to the season, the Artist may not be obliged to appear in these productions without his/her consent and such appearance must be properly contracted.

If the actor agrees to appear in a production "As Cast", the part or parts assigned and performed at the first public performance shall be deemed the Actor's assignment for that production. Should the Actor's assignment be altered prior to the official opening, no additional compensation will be required. If the Actor is given additional parts, or if his/her assignment is altered after the official opening, he/she shall have such additions agreed to in writing as a rider to his/her contract, and be compensated in accordance with Clause 1404.

Notwithstanding the above, in no event shall an "As Cast" assignment be used to include an understudy assignment unless so indicated on the face of the contract in the space provided for

understudy assignments.

If an Actor agrees to an "As Cast" understudy assignment, the parts and/or actors he/she is to understudy must be designated, in the form of a rider to the Actor's contract no later than fourteen (14) days after the first public performance but in no event later than three (3) days following the official opening.

Should the Theatre fail to notify the Actor of his/her understudy assignment as outlined above, the Actor shall be relieved of any responsibility to accept an understudy assignment. In such circumstances, should the Theatre request the Actor to accept such an assignment, Clause 1404 (Additional Duties) shall apply.

For the purpose of this clause, understudy assignments are deemed to include portions of another Actor's assignment in the production.

2908. Execution and Filing of CTA Engagement Contracts

(A) CTA Engagement Contracts must be executed in quintuplicate:

- One copy retained by the Theatre.
- One copy filed with PACT by the Theatre.
- One copy filed with Equity by the Theatre.
- One copy retained by the Artist.
- One copy filed with Equity by the Artist.

(B) Equity and PACT agree that the details of Artists' contracts will be held in strictest confidence.

(C) The Artist shall file with Equity and the Theatre the appropriate copies of the contract within forty-eight (48) hours of his/her signing same. The Theatre shall file with Equity and PACT the appropriate copies as above of the fully executed contract within five (5) business days (Saturday, Sunday, and holidays excluded) of receipt of same, and, in any event, no later than the date of the beginning of the engagement. Should the Theatre not do so, and the Artist has filed his/her contract with the Theatre as required above, then the Artist may, at any time, Equity consenting, terminate his/her contract without notice, and the Theatre shall pay to the Artist such amount as he/she may be entitled to under this Agreement for a breach thereof (see Clause 9).

(D) Equity and PACT shall agree upon the wording of the CTA Engagement Contract form. The Theatre will be supplied with copies of the original form, and shall be free to photocopy additional blank-form copies, and completed individual engagement contracts prior to signing. All five required copies of engagement contracts must bear original signatures.

2909. Concurrent Engagements

The CTA engagement contract of the Artist shall take precedence over any other concurrent contract which the Artist may have signed with the Theatre for services which do not fall within Equity's jurisdiction.

2910. Exercising of Options

(A) Should an option be exercised on the services of the Artist, the Theatre agrees that the terms and conditions, including the date by which notice is to be served, must be included in the

Artist's contract of engagement. The presence of an option clause in the Artist's contract is not a guarantee of engagement and does not override Clause 38 (Termination).

(B) Where the production is scheduled to run for more than 3 weeks, the Theatre agrees to inform the Artist in writing not less than 2 weeks prior to the beginning of the option period of its intention to exercise the option, failing which, the option becomes null and void.

(C) Where the production is scheduled to run for 3 weeks or less, the Theatre agrees to inform the Artist in writing not less than one week prior to the beginning of the option period of its intention to exercise the option, failing which the option becomes null and void. Further, the Artist may give one week's notice of termination when the Theatre indicates its intention to exercise the option. Where the Theatre exercises the option, it shall be responsible for changes in travel arrangements and accommodation and shall reimburse the Artist for any additional costs incurred.

(D) Notice of intention to exercise an option must be in writing and a copy must be filed with Equity.

(E) Options on Guaranteed CTA Engagement Contracts

Options- to extend a Guaranteed CTA Engagement Contract may only be used under the following conditions:

(1) The Theatre must give the Artist not less than four (4) weeks' notice in writing prior to the beginning of the option period, of its decision to exercise the option. The date of such notice shall be stipulated in the option rider. Failure to exercise an option as outlined above shall render said option null and void.

(2) Once an option to extend has been exercised, said option period shall be considered part of the guaranteed engagement period and subject to the provisions of Clauses 2901 (C) and 3808.

(3) If, prior to the exercise of an option to extend, the Artist serves notice that he/she wishes to terminate his/her contract at the end of the originally guaranteed period, then the period covered by the option shall not be considered part of the guaranteed engagement period and the contract shall be deemed to terminate at the end of the originally guaranteed period.

(F) Options on Run-of-the-Play Engagement Contracts

Options on Artist's services are not permitted on Run-of-the-Play CTA Engagement Contracts.

2911. Most Favoured Nations/Inclusive of Penalty Payments

So-called "most favoured nations" riders, which state that no actor in the production shall be paid an equal or higher fee than the Artist named on the

face of the contract, or so-called "favoured nations" riders, which state that no actor in the production shall be paid a higher fee than the Actor named on the face of the contract, are deemed unacceptable and are not permitted.

Additionally, any riders which state that the weekly fee or the fee to be paid the Artist is inclusive of overtime or other penalty payments, additional duty or other duty fees (see 1404, 4408 and 4409), vacation pay, the Theatre's RRSP contribution, or insurance premiums that may be due to the Artist under this Agreement are unacceptable and are not permitted.

30. BINDING EFFECT OF AGREEMENT

Agreements between the Theatre and so-called "packagers", casting consultants, agents, manager's representatives, or Artist's representatives shall in no way limit or reduce the Theatre's liability or responsibility to fulfil all terms and conditions of Canadian Theatre Agreement Engagement Contracts to which the Theatre is a signatory.

All CTA Engagement Contracts signed pursuant to this Agreement are binding upon not only the signers on the face thereof, but upon any and all corporations, co-partnerships, enterprises, and/or groups which said signers or each of them controls, and are hereby agreed to be adopted as their CTA Engagement Contracts by each of them.

31. BILLING, CREDITS AND PHOTOGRAPHS

3101. Billing

The Artist shall have the right to negotiate special billing arrangements at the time of negotiating his/her CTA Engagement Contract. All billing arrangements (including but not limited to posters, brochures, paid advertising and all publicity material under the direct control of the Theatre and the type size and billing position therein) are to be specified in writing and attached as a rider to the CTA Engagement Contract prior to signing.

3102. Credits and Photographs

The names of all Artists in the Company shall be displayed in the front of the Theatre in which they perform within the limitations of the existing facilities and available space.

An 8" x 10" professional quality photograph of the Artist shall be provided by the Artist and displayed by the Theatre in at least one of two ways as follows:

- (1) Prominently displayed and properly identified in the lobby; and/or
- (2) Reduced to an appropriate size and reproduced, properly identified, in the house programme.

3103. Artists Leaving a Production

When an Artist leaves a production, his/her name and/or likeness (in photographs portraying three (3) members or fewer) must be removed from all front-of-the-house boards and frames in the theatre where the show is playing, as well as from all frames at other theatres. The removal shall be made prior to the first performance of the Artist's successor. In connection with all other advertising and display media under the Theatre's control, it shall do all in its power to remove the name and/or likeness of the Artist no longer in the production.

Should the Theatre fail to comply with this Clause within three (3) days after the giving of written notice, either by the Artist, his/her successor and/or Equity, the Theatre shall pay extra to the Artist currently performing, and to the Artist whose name and/or likeness has not been removed, one-eighth (1/8) of their respective weekly salaries for each day that the Theatre has not complied with the Clause.

3104. Billing in a Season

(A) At least once in each season, the Theatre shall provide for the billing of performers. This billing shall be provided for at least two (2) performers, either both in one production or separately in different productions.

(B) All provisions pertaining to the billing of the Artist shall be specific. If billing is contingent on the billing of any other Artist, such contingency shall be clearly and succinctly set forth in the CTA Engagement Contract.

3105. Breaches

Whenever a breach is claimed of a billing clause contained in an Artist's individual CTA engagement contract, Equity shall notify the Theatre and PACT in writing of said breach. Where it has been established that said breach has occurred as claimed, the Theatre shall pay to the Artist a sum equal to one-eighth (1/8) of the Artist's weekly fee for each week or part thereof that the breach continues following notification, except that where the breach involves billing in programs or newspaper advertising, the penalty shall be one eighth (1/8) of the weekly fee for the first week or part thereof that the breach continues following notification, and one sixteenth (1/16) of the Artist's weekly fee for each day thereafter. Exempted from this provision shall be posters on unpaid locations, and season or subscription brochures. Where it can be clearly demonstrated that the Theatre approved a correct copy of the material to be reproduced which did not breach the billing clause as claimed, then the Theatre shall not be liable to a penalty, on condition that it takes whatever steps are possible to immediately correct the breach.

3106. Programmes, Errors and Omissions

The Theatre shall list in the programme or playbill distributed to the audience the names of all Equity members under CTA Engagement Contract for the production. Stage management personnel shall receive billing for their specific production on either the title page or the cast list page of the house programme, placement to be at the Theatre's discretion. The Theatre agrees to remit a copy of the programme or playbill to Equity as soon as possible, but in no event later than with the benefits remission after opening (see Clause 1413).

In the event that there are errors or omissions in this listing, the Theatre agrees that upon receipt of a written notice of an omission or error it will follow the procedures laid down in Clause 34. The Theatre further agrees that it will correct the error or omission in the next printing, provided written notice is received at least twenty-four (24) hours prior to the press deadline. For each failure to comply with this clause, the Theatre shall pay the Artist so affected over and above his/her fee, a sum equal to one-eighth (1/8) of the Artist's weekly

fee for each week or part thereof during which the error or omission continues.

3107. Errors and Omissions, Directors and Choreographers

Notwithstanding the above, in the case of a Director or Choreographer, one percent (1%) of his/her total fee shall be substituted wherever the one-eighth (1/8) penalty payment applies in this Clause, and one-half percent (½%) of his/her total fee shall be substituted wherever the one-sixteenth (1/16) penalty payment applies in this Clause.

32. PROGRAMS AND PROMOTION

3201. Photo Calls

In addition to the regular rehearsal time (see Clause 18) the following photograph calls shall be allowed for the taking of customary and usual photographs, together with photographs to appear in magazines or newspapers for the sole purpose of **publicizing** and advertising the production. The Theatre will inform the Stage Manager of any publicity event concerning any Artist in the production as far in advance as possible.

Two (2) photograph calls of a maximum of three (3) hours each (for each performer) shall be allowed for each production in Sector 1, and two (2) calls of four (4) hours each in Sector 2. There shall be no such call on a two (2) performance day or on a day when two (2) dress rehearsals are called.

There will be no such call on a ten (10) out of twelve (12) hour day, unless the photo call can be scheduled within the ten (10) work hours. (See Clause 4413.)

3202. Invasion of Rest Period

For any photograph call which results in the invasion of any rest period the Artist shall be compensated at the appropriate rate as defined in Clause 1414 and 1415.

However, with the unanimous consent of the Company, photograph calls may be held immediately prior to the half (½) hour call with no penalty payment required.

3203. Biographical Material in Programmes

(A) The Artist shall have right of approval over biographical material and photographs for use in all programs and souvenir publications. This approval shall be in writing and shall not unreasonably be withheld. In the case of photographs, this ruling applies only to those in which not more than three (3) Artists appear. Biographical material and photographs not disapproved within forty-eight (48) hours of submission to the Artist shall be considered approved. The Theatre shall determine the space available for, and the placement of such material, but may not delete or change Artist-approved material, unless it secures the Artist's written approval for the deletion or changes.

(B) If the Theatre elects not to print biographies of the Artist in the program or playbill distributed to the audience, or in the souvenir publication, it shall, as an alternative, provide a biography displayed adjacent to the Artist's photograph in the lobby (see Clause 3102).

(C) Significant errors in biographical material published in the program or displayed in the lobby which change the sense, alter the facts,

or misspell the names shall be corrected as soon as possible, but, in any event, within 48 hours of the Artist's written request.

(D) Corrections in programs may be made by reprinting the program, or by inserting the correction in the existing program, using a form of words approved by the Artist (such approval shall not be unreasonably withheld). If the error remains uncorrected beyond the 48 hours specified above, the Theatre shall pay the Artist one-eighth (1/8) of the Theatre's applicable minimum fee for the first week that the error continues, and one-sixteenth (1/16) of the Theatre's applicable minimum fee for each day that the error continues thereafter. For Directors and Choreographers, the provisions of Clause 3107 shall apply.

3204. Notice of Photo Calls

Photographs shall not be taken at any time unless twenty-four (24) hours notice is given to the Artist. In all cases, the Artist's names shall be properly credited in the publicity whenever and wherever the photographs are used.

3205. Overtime

If photographs are taken at any time other than herein above specified (except during regular rehearsal hours) the Artist shall be paid not less than one-eighth (1/8) of his/her weekly fee for each day or part thereof engaged in such photographing.

3206. Interviews and Personal Publicity Appearances

The Artist cannot be required to be at the disposal of the Theatre, except within the specified rehearsal and performance hours, and the photograph call; hours set forth above.

This Clause does not prohibit interviews on Radio or Television, nor is the Artist prohibited from making reasonable personal publicity appearances.

3207. Lobby/House Boards

The **names** of all Artists must appear adjacent to all photographs and pictures displayed in the lobby or on the house boards.

3208. Reimbursement of Expenses

The Theatre shall reimburse the Artist for all reasonable personal expenses incurred in connection with personal and publicity appearances required by the Theatre and/or its representative.

3209. Nudity

No Artist may be required to pose for nude photographs without his/her written consent. No nude photographs of an Artist may be used in **any way** without the written consent of the Artist on a copy of the photographs to be displayed, published or released. A copy of the signed released photograph shall be filed with Equity and the Theatre, and the Artist shall keep duplicated copies.

3210. Photographs in Books and Commercial Products

(A) The Theatre must obtain the Artist's prior written **authorization** before the Artist's picture may be used in **conjunction** with a commercial product, and said **authorization** must specify the commercial product involved.

(B) If the Artist consents to the use of his/her

picture, as aforesaid, he/she shall be paid not less than seventy-seven dollars and twenty-five cents (\$77.25) for said use. Artists called to a photo call for the purpose described above, whether said call is at the theatre or elsewhere, shall be paid not less than seventy-seven dollars and twenty-five cents (\$77.25) per hour for said call, but need not be paid any additional sums for use of pictures taken during said call.

- (C) With the prior written consent of Equity, a Theatre may use production photographs in books, and the Theatre may be exempt from payment stipulated above with the prior written authorization of the Artist, copies of which must be filed with Equity. Should this procedure not be followed, the Theatre shall pay the Artist not less than one hundred and forty-four dollars and twenty-five cents (\$144.25) for the use of the photographs. It is agreed that this Clause shall not apply to photographs with five (5) people or more.
- (D) The Theatre may submit photographs to PACT for use in the publication Canada on Stage with no payment to the Artist, provided that the Artist has given authorization to the Theatre for the specific photographs to be used and proper identification is made if published in accordance with Clause 3211.

3211. Use of Photos in Publicity Material

Should production photographs (with three (3) people or fewer) of Artists appearing in past or current productions be used by the Theatre in publicity material of any sort the Artists involved must be properly identified in such material. Proper identification shall consist of the Artist's name and the production.

33. UNDERSTUDIES

Should a Theatre elect to engage understudies, the following Clauses shall apply (see also Clause 2907).

3301. Programmes

The names of all understudies shall be listed in the programme, except that the Actor may, at his/her option, require a rider to his/her individual CTA Engagement Contract exempting his/her name from such listing.

3302. Rehearsals and Performances

- (A) There shall be at least one (1) "line rehearsal" per production completed before the opening of said production. If this is in addition to the regular rehearsal hours, the Artist will be compensated at the standard overtime rate.
- (B) Blocking rehearsals culminating in a complete run-through rehearsal on stage must be completed within fourteen (14) days of the first public performance of each production. Such rehearsals may take place under the supervision of the Assistant Director if there is one or the Stage Manager.
- (C) If the Artist has been contracted to understudy the part for (1) week or less he/she shall not be required to perform it, but may read it, unless the understudy is also performing, in which case he/she must have had the part at least two (2) weeks before he/she can be required to perform it. The above

notwithstanding, an understudy may not be required to perform unless he/she has had at least one (1) rehearsal on the set.

- (D) The list of understudies must be posted on the company notice board before the end of the first week of rehearsal.
- (E) The Actor may consent to withdraw from one (1) or more performances for the express purpose of permitting the understudy to perform, but only with the consent of both management and the understudy. In such cases the understudy will receive no additional pay, and the Actor understudied shall not suffer any loss of fee or vacation pay by reason of such withdrawal. Such arrangement must be in writing and signed by both Artists (2) and the Theatre and at least forty-eight (48) hours' notice will be given to the cast of such a change.

3303. Payment for Performances

(See Clause 1416.)

(A) Sector 1 Theatres

An Artist contracted solely to understudy will receive no additional fee if he/she performs a role for which he/she is contracted to understudy.

Except as provided for in Clause 3302(E), an Artist who is contracted to perform a role in a production who is also contracted to understudy a role shall, if he/she performs the role which he/she was contracted to understudy, receive a minimum of one-eighth (1/8) of his/her weekly contractual fee in addition to his/her weekly fee for each such performance, to a maximum of an additional four-eighths (4/8) of his/her weekly contractual fee for any given week.

The maximum number of non-chorus roles which an Artist may be assigned shall be stipulated in the Artist's contract if any understudy assignments are "as cast".

(B) Sector 2 Theatres - Performing Understudies

An Artist who has been contracted to perform in a production may also be contracted to understudy a maximum of four (4) roles or assignments, no more than two of which may be non-chorus roles. The maximum number of non-chorus roles which an Artist may be assigned shall be stipulated in the Artist's contract if any understudy assignments are "as cast". No Artist may be required to accept additional understudy assignments unless such additional assignments are freely negotiated with the Artist and the Artist is paid not less than the additional duty compensation specified in 1404(A) herein for each such additional assignment.

Except as provided for in Clause 3302(E), the Artist will receive a minimum of one-eighth (1/8) of his/her weekly contractual fee for each performance in a role to a maximum of four-eighths (4/8) per week for each understudy assignment, to a maximum of eight-eighths (8/8) for each week.

(C) Sector 2 Theatres - Non-Performing Understudies

An Artist who has been contracted solely to

understudy may be contracted to understudy a maximum of ten (10) roles or assignments, no more than three (3) of which may be non-chorus roles. The maximum number of non-chorus roles which an Artist may be assigned shall be stipulated in the Artist's contract if any understudy assignments are "as cast". No Artist may be required to accept understudy assignments in addition to those originally required unless such additional assignments are freely negotiated with the Artist and the Artist is paid not less than the additional duty compensation specified in 1404(A) herein for each such additional assignment.

Except as provided for in clause 3202(E), for the 3rd through 6th performances in any week, the Artist will receive a minimum of one-eighth (1/8) of his/her weekly contractual fee for each performance in a non-chorus role to a maximum of four-eighths (4/8) per week for each non-chorus role performed. The Artist will receive no additional fee if the Artist performs a chorus role which he/she has been contracted to understudy.

(D) Contracting Understudies

No Artist may be permitted to understudy unless contracted to do so in his/her individual CTA Engagement Contract, unless his/her CTA Engagement Contract is amended by a properly executed rider to so provide, and unless the above provisions are met.

3304. Existing Contracts

For CTA engagement contracts signed during the term of the 1992-1995 CTA, the provisions of Clause 3303 of that agreement shall remain in effect for Artists who have been contracted solely to understudy, until April 1, 1996, or the completion of the Artist's contract, whichever comes first.

34. CHANGES IN CAST AND REPLACEMENT OF ACTORS

3401. Notice of Replacements

When an understudy takes the place of an Artist, in a production, or any Artist is replaced by another Artist, except in an emergency which occurs at or after the half (1/2) hour, announcement to this effect shall be made in two (2) out of the following three (3) ways:

- (1) Through the insertion of a printed slip in all programmes;
- (2) By means of a live announcement from the stage;
- (3) By means of a sign conspicuously and prominently posted at the entrance to the theatre at the place where tickets of admission are collected. The sign shall be at least 8 x 10 inches in size, with letters at least one (1) inch high.

In the case of emergencies, any one of the above procedures may be followed.

The Artist who replaces a non-professional may choose to waive the provisions of the preceding sub-Clauses 1, 2 and 3. This Clause does not apply when non-professionals are replaced, unless replaced by Equity members.

For each failure to give required notice of substitution, the Theatre agrees to pay the Artist

whose part is played by an Understudy or another Artist and also such Understudy or other Artist over and above his/her own fee sum equal to one-half (1/2) of his/her own weekly fee.

3402. Alternating Performances

The Actor, after consultation with, and receipt of agreement from Equity, may give his/her consent to alternate with an understudy or a successor. If the Actor is replaced by either an understudy or successor, except in the case of emergency, illness or inability to perform, he/she may not be thereafter required to act again in the part or to report to the theatre for that purpose. Payments, however, shall continue to be made to him/her according to the terms of his/her CTA Engagement Contract or until the contract is terminated in accordance with the terms of this Agreement. However, an Actor may agree in a rider to his/her CTA Engagement Contract to alternate performances with another Actor. Notice that a role is being performed by more than one Actor must be stated in the programme and the Actor performing must be properly identified. If such notice is not included in the printed programme, then any change of cast must be announced in accordance with 3401 above.

3403. Re-Engagement or Replacement of an Artist After Termination

Should the Theatre dismiss or give an Artist notice whereby it terminates his/her engagement it may not later re-engage him/her for the same part at less than the original contractual fee.

Should the Theatre dismiss or give an Artist notice whereby it terminates his/her engagement, it may not replace him/her by another Artist at less than the original Artist's contractual fee, without the written consent of Equity, such consent not to be unreasonably withheld.

3404. Emergency Replacement

(See Clause 1416.)

An Actor not under CTA Engagement Contract to the Theatre replacing an Actor who cannot perform because of illness, injury or some other emergency, shall be contracted and paid two-eighths (2/8) of the weekly contractual fee of the absentee Actor per performance, plus double overtime if any rehearsals are required or alternatively contracted on a standard CTA Engagement Contract - choice to be made by the Theatre.

3405. Riders

When an Artist takes over or shares a role which he/she has been contracted to understudy, a new and separate rider to the Artist's CTA Engagement Contract shall be negotiated to govern the terms and conditions under which he/she replaces or shares with the original Artist. The Artist shall be deemed to have taken over a role at the time of the termination of the original Artist's CTA Engagement Contract, or the agreement of the original Artist to share the role. When the Artist takes over the terms of Clause 3403 shall apply.

35. PART CUT OUT

If the part of an actor is cut out at any time during rehearsals his/her CTA Engagement Contract may only be terminated upon payment of the balance due for the remainder of the scheduled rehearsal

period or two (2) weeks' playing fee, whichever is the greater. But in no event shall the Actor receive compensation less than that guaranteed on the face of his/her CTA Engagement Contract. If the part of an Actor is cut out after the first public performance, the standard termination rules shall apply.

36. PERFORMANCES AND/OR REHEARSALS LOST
If the Company 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, which could not be reasonably anticipated or prevented, then the Artist shall not be entitled to his/her contractual weekly fee for the time during which his/her services shall not for such reason or reasons be rendered, except that the Artist shall receive one-seventh (1/7) of the minimum in-town fee for the applicable category 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 CTA Engagement Contract immediately and the Theatre will pay the Artist for all services to date and his/her transportation back to the 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.

37. EXCLUSIVE SERVICE OF THE ARTIST
See Clause 308.

38. TERMINATION

3801. Termination Notice

(A) The minimum period of notice of termination for the Artist shall be two (2) weeks.

(B) If an Artist's CTA Engagement Contract specifies a notice of termination greater than two (2) weeks, said greater period shall be substituted for "two (2) weeks" where used in this Agreement. However, such notice of termination may not be longer than one-third (1/3) of the total length of the engagement period, but in no case longer than four (4) weeks.

3802. Notices of Termination

(A) It is the essence of all CTA Engagement Contracts that all notices thereunder, company and individual, must be in writing. Copies of all notices must be filed with or mailed to Equity forthwith by the party (Artist or Theatre) giving notice.

(B) All notices to the Theatre may be given to it personally, or to its designated representative in writing. Notice to the Artist must be given to him/her personally in writing unless he/she is not at the theatre location, in which case it may be given by registered mail or telegram to his/her last known address.

(C) All communications which refer to the Company in general shall be posted on the Call Board.

(D) Individual notices of termination given at or before the half (1/2) hour call on the first performance day of the engagement week

and which take effect at the end of the final day of the week following shall be deemed two (2) weeks' notice.

(E) All notices may only be given at the beginning of an engagement week. Any notice given later will not take effect until the following week. (See Clause 1614.)

3803. Termination Before Rehearsals

CTA Engagement Contracts may, before the beginning of rehearsals, be terminated as follows:

(A) By the Artist giving written notice to the Theatre prior to the first day of rehearsal specified in the CTA Engagement Contract, and paying it no less than two (2) weeks' fee or for the notice of termination period stated on the CTA Engagement Contract should said period be longer than two (2) weeks. (See Clause 3801(B).)

(B) By the Theatre giving written notice to the Artist prior to the first day of rehearsal specified in the CTA Engagement Contract and paying him/her a sum equivalent to not less than two (2) weeks' fee or for the notice of termination period stated in the CTA Engagement Contract, should said term be longer than two (2) weeks. (See Clause 3801(B).)

(C) R.R.S.P. contributions and vacation pay shall not apply to termination payments made pursuant to the provisions of this Clause.

(D) Should the Artist be obliged to terminate his/her CTA Engagement Contract due to an incapacitating accident or illness or due to pregnancy, he/she will not be required to give notice and there will be no penalty payment. He/she must inform the Theatre of the accident or illness or pregnancy as soon as possible and provide a doctor's certificate upon request.

3804. Termination After Beginning of Engagement

Individual notice of termination of a Standard CTA Engagement Contract after the beginning of an engagement may not be less than two (2) weeks. If notice of termination is greater than two (2) weeks, it shall be specified in a rider to the CTA Engagement Contract. (See Clause 3801(B)).

3805. Termination During Rehearsals

(A) During rehearsals, the Artist may terminate his/her CTA Engagement Contract by paying the Theatre the weekly contractual fee multiplied by the number of weeks specified in the notice clause in his/her CTA Engagement Contract. However, the termination of the Artist's services to the Theatre may not occur within the period beginning two (2) weeks prior to and ending two (2) weeks after the first public performance dates specified in the CTA Engagement Contract.

(B) During rehearsals, the Theatre can terminate the Artist's CTA Engagement Contract by paying him/her the weekly contractual fee multiplied by the number of weeks specified in the notice clause in his/her CTA Engagement Contract except if the Artist's CTA Engagement Contract is terminated during the two (2) weeks prior to the specified first public performance in which case the minimum payment shall be no less than four (4) weeks'

- contractual fee.
- (C) During rehearsals for a production with a running time of sixty (60) minutes or less, or when the rehearsal period is two (2) weeks or less, a standard two (2) weeks' notice of termination may be given by either party as stipulated in Clause 3802.
 - (D) A Standard CTA Engagement Contract with an extended termination notice rider may be terminated by immediate payment of contractual fee for full period of notice.
- 3806. Termination After First Public Performance**
- (A) Either party may terminate the CTA Engagement Contract at any time on or after the date of the first public performance by giving the other party the notice specified in the CTA Engagement Contract but in no event shall the period of termination notice be less than two (2) weeks.
 - (B) If the CTA Engagement Contract is terminated by the Artist, except as provided in Clauses 2910 and 3811, he/she agrees to pay his/her own fare back to the place of residence.
 - (C) If he/she has terminated his/her CTA Engagement Contract in order to accept another CTA Engagement Contract, he/she agrees to reimburse the Theatre for any transportation costs a Theatre may have to pay for the Artist's successor, if any, up to an amount not exceeding the total cost originally incurred by the Theatre in bringing him/her to work with the company.
 - (D) A Standard CTA Engagement Contract with an extended termination notice rider may be terminated by immediate payment of contractual fee for full period of notice.

3807. Termination of Run-of-the-Play CTA Engagement Contract

A Run-of-the-Play CTA Engagement Contract can be terminated by mutual agreement of the parties in writing, and such mutual agreement shall be filed with Equity. Before rehearsals begin, a Run-of-the-Play CTA Engagement Contract may either be terminated by mutual agreement of the parties in writing or by the immediate payment of four (4) weeks' contractual fee by the party initiating the termination.

After the beginning of rehearsals, where mutual agreement is not reached, the CTA Engagement Contract must be fulfilled, or the party initiating termination must give at least one weeks notice and shall be liable to the other party for the full contractual fee from the date of the last service performed by the Artist to the closing date of the production which in no case shall be greater than twelve (12) months from the date of commencement of the CTA Engagement Contract. Termination payments shall be made weekly or on a mutually agreed schedule. R.R.S.P. contributions and Vacation Pay shall not apply to termination payments made pursuant to the above provisions. The following clauses shall not apply to Run-of-the-Play CTA Engagement Contracts: 2901(C), 3801, 3803, 3804, 3805, 3806.

3808. Termination of Guaranteed CTA Engagement Contract

A Guaranteed CTA Engagement Contract can be

terminated by mutual agreement of the parties, in writing and such mutual agreement shall be filed with Equity. Where mutual agreement is not reached, the CTA Engagement Contract must be fulfilled, or the party initiating termination must give at least one week's notice and shall be liable to the other party for the full contractual fee from the date of the last service performed by the Artist to the termination date indicated on the face of the CTA Engagement Contract. Termination payments shall be made weekly or on a mutually agreed schedule. R.R.S.P. contributions and Vacation Pay shall not apply to termination payments made pursuant on the above provisions. No layoffs are permitted on Guaranteed CTA Engagement Contracts. The following Clauses shall not apply to Guaranteed CTA Engagement Contracts: 2901(B), 3801, 3803, 3804, 3805, 3806, 3809, 3810.

3809. Company Termination Before Opening

If a production for which the Artist is engaged is discontinued, abandoned or postponed, before or during rehearsals, the Theatre shall pay the Artist two (2) weeks' contractual fee in lieu of notice and also any additional sums due to the Artist, This clause does not apply to Artists engaged for more than one production -on the same CTA Engagement Contract, where the Artists period of engagement and contractual fee is not affected by the discontinuance, abandonment or postponement of a production.

3810. Notice of Termination After Opening for a Production or Season ("Company Closing Notice")

(A) No closing notice or payment in lieu thereof shall be required where the termination date of the production or season is the same as that stated in the CTA Engagement Contract. However, if any Artist's contract bears an option rider, notice of closing must be posted and a copy filed with Equity.

(B) Should the Theatre close a production or season prior to the date stated in the CTA Engagement Contract, two (2) weeks' notice of closing must be posted, and a copy filed with Equity. However, in the event of an extension beyond the originally contracted termination date on the Artists contract, or in the event there is no final performance stated in the CTA engagement contract, one (1) week's notice must be posted and a copy filed with Equity or the Theatre must pay one (1) week's contractual fee, plus per diem, if applicable, in lieu thereof. In Sector 2 Theatres, in the case of contracts with no end date or in the case of run-of-the-play contracts, two weeks' closing notice must be posted or the Theatre must pay two weeks' contractual fee, plus per diem if applicable, in lieu thereof.

(C) For the purpose of this Clause "two (2) weeks' notice" shall constitute two Monday-to-Sunday periods and "one (1) weeks notice" shall constitute one Monday-to-Sunday period.

(D) Closing notice given at or before the half (½) hour call on the first day of the second engagement week prior to closing shall be deemed two (2) weeks' notice and on the first day of the last engagement week prior to

closing shall be deemed one (1) week's notice. If for any reason there is no performance on the days specified in this paragraph the Artist will be duly notified of the posting of closing notice by telephone prior to eight (8:00) p.m.

However, where an Artist is unreachable by telephone, the Theatre must dispatch confirmation of the notice of closing to the Artist by telegram on the same day and in any event the Theatre must still post the closing notice on or before the days specified in the preceding paragraph.

- (E) Closing notice shall supersede any individual notice of termination then outstanding with the exception of Guaranteed CTA Engagement Contracts which may not be terminated other than as provided for in Clause 3808.
- (F) This Clause applies to Run-of-the-Play contracts but not to Guaranteed CTA Engagement Contracts.

3811. Extension of CTA Engagement Contract

- (A) In the absence of an option to extend the CTA Engagement Contract, should the Theatre wish to extend beyond the originally contracted closing date the Artist, at the Artist's option, may upon announcement of said extension, terminate his/her CTA Engagement Contract upon written notice, said termination to coincide with the originally contracted closing. Written notice under the above conditions may be less than two (2) weeks.
- (B) Should the Artist agree to remain at the Theatre for the extension of the CTA Engagement Contract, a written agreement, so stating, shall be executed by the Theatre, and a copy filed with Equity.
- (C) The Artist has the right to negotiate the terms and conditions under which he/she agrees to the extension. At the end of the CTA Engagement Contract period, if the Artist is contracted to perform for part of a week, up to a maximum of four (4) days, compensation shall be *pro-rated* and the Artist paid at least one-sixth (1/6) of his/her weekly contractual fee, plus per diem if applicable, for each day worked. (See Clause 1403.)

3812. Artists whose CTA Engagement Contracts are terminated under the above sections 3810 and 3811, shall be entitled to return transportation, and payment for all services to date.

3813. Termination Due to Accident Involving Extraordinary Risk

When the Artist shall have absented himself/herself for seven (7) days by reason of accident involving "extraordinary risk", the Theatre may terminate his/her CTA Engagement Contract by giving the Artist two (2) weeks' notice. Equity may, at its discretion, upon appeal of the Theatre, reduce this period.

However, in the case of an Artist engaged on a Run-of-the-Play or Guaranteed Engagement Contract, the Artist must be reinstated upon recovery if he/she so desires on terms and conditions no less favourable than his/her original contract.

3814. Absence Due to Illness or Accident

- (A) When the Artist shall have absented himself/herself for seven (7) consecutive days by reason of illness or accident, the Theatre may terminate his/her CTA Engagement Contract at the end of the said seven (7) days effective immediately.
- (B) This seven (7) day period shall be compensated at full contractual fee, plus per diem if applicable, unless the Artist is protected by Clause 45, in which case the Theatre will pay to the Artist in addition to any money he/she may receive from the Insurance Program of Equity an amount equal to 25% of the Artist's weekly contractual fee, or \$450.00, whichever is less. The Theatre may, at its discretion require the Artist to present a doctor's certificate. (See Clause 45.)
- (C) In the event of an incapacitating accident or illness, Equity consenting, the Theatre may replace the Artist immediately, but the Theatre shall be obliged to compensate the Artist for the full seven (7) days as above unless the Artist is protected by Clause 45. However, in the case of an Artist engaged on a Run-of-the-Play or Guaranteed Engagement Contract, the Artist must be reinstated upon recovery if he/she so desires on terms and conditions no less favourable than his/her original contract.

3815. Payment When Artist is Not Allowed to Work Out Notice

It is understood that where it is provided in Clause 38 that the Theatre may give notice of termination to the Artist during rehearsals, the Theatre will pay the Artist for the required termination notice period forthwith, and the Artist's contract is terminated effective immediately.

Upon notice of termination of an Artist's CTA Engagement Contract when he/she is no longer called upon to perform, he/she shall be **paid** immediately and may forthwith accept other engagements.

3816. Rights After Giving Notice When Artist Secures New Engagement

Should either party give the other any notice permitted under his/her CTA Engagement Contract, which terminates the same, at any future date, and should the Artist have or secure a new engagement, he/she shall be permitted to attend those rehearsals under the new CTA Engagement Contract which do not conflict with the fulfilment of any of his/her obligations under his/her first CTA Engagement Contract or as stipulated in writing by Theatre to Artist. (Also see Clause 37.)

3817. Return Transportation Costs

- (A) If individual notice of termination is given by the Theatre, it agrees to pay the Artist, in cash, the amount of the cost of transportation of the Artist, and his/her baggage back to place of residence, or to provide a ticket for same whether the Artist returns immediately or not.
- (B) If the CTA Engagement Contract is terminated by the Artist, except as provided in Clauses 2910, 3811, 3813 or 3814 above, the Theatre shall not be responsible for the Artist's return

transportation.

If the Artist has terminated his/her CTA Engagement Contract in order to accept another CTA Engagement Contract, the Artist agrees to reimburse the Theatre for any transportation costs a Theatre may have to pay for the Artist's successor, if any, up to an amount not exceeding the total cost originally incurred by the Theatre in bringing the Artist to work with the Theatre.

3818. Copies of all notices of termination and/or extension referred to above shall be filed with one of the Equity offices within ten (10) business days.

3819. Consecutive Engagements

If, while away from the point of origin, the Artist is offered another CTA Engagement Contract by the same Theatre which is consecutive and if he/she is required to return to the point of origin on his/her free day in order to start work on his/her new CTA Engagement Contract then the Artist must be provided with an additional free day during the first engagement week of said consecutive CTA Engagement Contract, or in lieu thereof, paid an additional one-seventh (1/7) of his/her contractual weekly fee under said consecutive CTA Engagement Contract.

3820. Re-Opening of Production

A production, once closed, shall not be re-opened within eight (8) weeks of its closing under any engagement contract without the consent of Equity and PACT, except as provided for in Clause 36.

3821. Bereavement Leave

If any member of an Artist's immediate family is critically ill, or dies (father, mother, brother, sister, child, spouse or equivalent), the Theatre agrees to arrange for the Artist to be absent for up to three (3) days without loss of fee.

In such instance, any Artist brought in as a replacement who is not already under a CTA Engagement Contract will be paid in accordance with the provisions of Clause 3404. However, other Artists in the production, who may be required to attend replacement rehearsals for an Artist on bereavement leave, will do so without additional payment.

39. VISUAL OR SOUND RECORDINGS (USE IN PRODUCTION)

3901. Artists in a production may agree to participate in audio and/or visual recordings solely for use in the production where the text and/or Director's interpretation requires such recordings.

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 such recording sessions take place outside regular rehearsal hours, then appropriate overtime provisions shall apply.

The terms and conditions of such an agreement (see 3902) are to be negotiated and attached to the Artist's contract as a rider prior to the recording.

3902. Artist Leaving a Production

If the Artist leaves the cast after making a visual or sound recording the Theatre may, in lieu of making a new recording, pay the Artist a royalty for the continued use of the recording. Such royalty shall not be less than two-and-one-half percent (2½%)

of the Artist's original weekly fee for each week of use.

3903. Background Recordings

The conditions of this Clause shall not apply if the Artist is recorded for the purpose of background only or if the Artist is not recognizably featured.

3904. Artists Not Engaged for the Production

Artists not engaged for the production but who are engaged solely for audio and/or visual recordings shall be paid one-sixth (1/6) of the applicable weekly minimum per day for recording sessions. 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-one-half percent (2½%) of the appropriate minimum weekly fee.

40. RECORDINGS AND BROADCASTS

4001. This clause covers the recording (preservation) of the audio and/or visual aspects of a theatrical production in whole or in part through the use of any and all devices now in existence and yet to be developed. The resulting product shall hereafter be referred to as a recording. The Artist may not be required to take part in the recording or broadcast. Any recording or broadcast of a scene involving nudity or acts of a sexual nature shall not take place without the prior written permission of the Artist specifically agreeing to same, such permission not to be unreasonably withheld.

This clause also covers the broadcast or transmission of a theatrical production whether by means of the reproduction of a recording or by means of "live" broadcast. This clause shall apply whether the recording is made at or the broadcast emanates from the theatre or elsewhere, and regardless of the use made of same at any time thereafter.

For the purposes of this entire clause, whenever a recording or broadcast of a production in whole, or in part, is made, all Artists actually engaged in said recording or broadcast, with the exception of the Director, Choreographer and stage management personnel who are governed by the provisions of Clauses 4207, 4308 and 4414 respectively, shall be governed by, and paid according to, this Clause.

The Artist shall be free to negotiate compensation in excess of the minimum rates expressed in this Clause.

4002. Permission of Equity

Recordings or broadcasts of theatrical productions shall be made only with the prior written permission of Equity, such consent not to be unreasonably withheld.

Whenever possible, the Theatre shall give Equity thirty (30) days notice of any proposed recording. Additionally, the Artist or any third party must obtain the written consent of the Theatre before arranging any recording or broadcast.

The use or preparation of recorded material, except as provided for elsewhere in Clauses 40 and 41, in a format different from that for which permission was given, is prohibited unless permission is sought from, and given by, Equity for each further use.

4003. Maximum Call

For each day, the Artist may be called for a

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maximum of eight (8) out of a span of nine (9) hours with a one (1) hour break after no more than five (5) hours which shall be completed not later than two (2) hours before curtain time on the day of a theatrical performance given under the terms of the standard CTA engagement contract.

4004. Recording on Day With No Performance

On a day on which there is no theatrical performance, ACTRA rehearsal clauses shall prevail except that there shall be a minimum of ten (10) hours clear between the close of the Artist's activities in the production on one day and the beginning of his/her activities in that production on the following day, whether theatrical or televising, recording or filming.

4005. Recording Rates

(See Clauses 4207, 4308 and 4414.)

(A) Radio

The Theatre shall pay a minimum of an additional one-seventh (1/7) of a weeks contractual fee plus an additional per diem if the Artist is on tour to each Artist for any day or part thereof engaged in radio broadcasting or recording for same of any part of any production in which he/she is engaged, or in rehearsing for said radio broadcast.

(B) Cast Albums

The Theatre shall pay the Artist engaged in the recording of a cast album a minimum of an additional one (1) week's contractual fee plus an additional seven (7) per diem if the Artist is on tour giving the producer a maximum of one (1) day's work of eight (8) out of a span of nine (9) hours each day or eight (8) out of a span of twelve (12) hours, in accordance with Clause 4003 above. For all additional time spent in such recording the ACTRA recording rate shall apply. The Artist shall be free to negotiate a royalty at the time of signing the contract.

Payments required under this clause are exclusive of any payments required under appropriate ACTRA contracts for prepayment options or royalties, where applicable.

4006. Recording Rates (Exclusive of Radio and Cast Albums)

(See also Clauses 4207, 4308 and 4414.)

The Theatre shall pay the Artist engaged therein a minimum of two (2) weeks' contractual fee, not less than the present Canadian Theatre Agreement Category A minimum, and an additional fourteen (14) per diem if the Artist is on tour. This gives the producer a maximum of two (2) days' work of eight (8) out of a span of nine (9) hours each day, in accordance with Rule 4003 above or in accordance with Clause 4004 above. For all other days involved in such recording, the applicable ACTRA film rate or negotiated rate will apply, whichever is the higher. Notwithstanding the above, Equity agrees to consider application for concession to the above provisions from PACT theatres when the proposed recording will not have any financing from outside Canada. Payments required under this clause are exclusive of any payments required under appropriate ACTRA contracts for prepayment options or royalties, where applicable.

4007. ACTRA Contracts

The actors shall be signed to a separate ACTRA contract for such engagement and copies of same shall be filed with Equity. The Theatre agrees that the responsibility for the payments lies solely and exclusively with it and all payments to the Artist stipulated herein shall be in addition to and separate from payment and fees stipulated in his/her original CTA Engagement Contract for that period. The Artist may not be required to take part in the recording or broadcast. If he/she agrees to do so, he/she shall be properly contracted for same and shall be free to negotiate compensation in excess of the above minimum.

The Theatre agrees that the responsibility for the payments under Clauses 4005, 4006, 4017, 4207, 4308, 4414 (Directors, Choreographers, stage management) lies exclusively with it.

In the event that the Theatre is obliged to make payments as required in this Clause 40, Equity will use its best efforts to assist the Theatre in recovering such money from the producer of the preserved performance.

4008. Overtime

In the case of Clauses 4005 and 4006, on each day governed by the CTA minimum compensation, the applicable ACTRA overtime rate shall apply.

4009. Residual Payments

All the terms of the applicable ACTRA agreement and clauses shall apply to any engagement day or portion thereof not covered by these Clauses. Residual payments for repeat performances shall be made according to the applicable ACTRA agreement in existence at the time of the repeat performances.

4010. Two-Performance Days

The Artist may not be required to render his/her set-vices for a recording session, live broadcast or rehearsals for same under any circumstances on a day where two (2) theatrical performances are to be presented.

4011. To facilitate the transfer from stage to another medium, a recording or broadcast ("live" or recorded) of a theatrical production shall only be permitted when said production has been specifically prepared and/or rehearsed specifically for the recording or live broadcast.

4012. The Artist shall not knowingly participate in any recording or broadcast ("live" or recorded) except under the circumstances set forth in this Clause.

4013. Notice

The Theatre shall give the Artist at least one (1) week's notice before the recording or "live" broadcast of a production takes place.

4014. Whenever any member or members of a company are rehearsed for a recording or "live" broadcast, such rehearsal shall be included in the rehearsal schedule for said recording or broadcast. In the case of dispute, Equity in its sole discretion shall decide whether such rehearsal time is related to the theatrical production or the recording or broadcast.

4015. Spot Commercials of Less Than One Minute

The two (2) week payment required under this clause shall be waived if the Artist is engaged to make a television spot commercial for the production of one (1) minute or less duration using material from the production. However, the Artist

must be signed to the applicable ACTRA contract and the applicable ACTRA rates shall apply.

4016. Recording After Production Closed/Artist Leaves Production

(A) When a recording, as defined in 4001 above, is made of the stage production which has closed, all the Artists engaged in said stage production shall be engaged for the preserved performance or broadcast. If another Artist, who was not in the said stage production is engaged for the recording, then the Artist who was last contracted for the stage production who is replaced shall be paid in accordance with 4005 and 4006, provided he/she is available and willing to participate in the recording.

(B) Similarly, if the part or role of an Artist in the stage production is cut out of the recording or broadcast, then the Artist who was last contracted for the part or role in the stage production shall be paid in accordance with 4005 and 4006, whether or not he/she would have been available to participate in the recording.

4017. Any Artist, who is contracted or called for any recording or broadcast, and is subsequently dismissed or released from such recording or broadcast, shall be paid in full as if he/she had done said mechanical reproduction.

4018. In all cases, should the applicable ACTRA rate of compensation be greater than any stipulated herein, then the applicable ACTRA rate shall apply.

4019. All payments to the Artist for such work shall be in addition to and separate from payments and fees stipulated in the original Equity engagement contract for that production.

41. RECORDINGS AND BROADCASTS, NON-COMMERCIAL USE

This clause covers the use of video recordings for promotional, advertising and archival purposes. When a Theatre wishes to record or broadcast a portion of a production for these purposes, the Theatre must request permission, in advance, in writing, from Equity.

No Artist may be required to participate in the making of this material as part of his/her contract, and must specifically agree to do so, and has the right to negotiate payment above the minimums expressed in this Clause.

4101. Current Affairs Program

A maximum of two (2) minutes of performance or rehearsal may be presented on a current affairs program without payment to the Artist provided that permission has first been obtained from Equity, and written confirmation of the presentation is filed with Equity.

4102. Archival Video Tapes

A video tape of any production may be made for archival purposes under the following terms and conditions:

(A) All the Artists concerned must receive one (1) week's written notice that a recording is to be made;

(B) No additional rehearsals will be allowed in order to facilitate the taping which must be made from the public performance without any

changes whatsoever;

(C) Equity must be advised of the date(s) of the taping and of all Equity members involved in the taping;

(D) The videotape must have the words "ARCHIVAL USE ONLY" generated throughout, or alternately, the lens must be fitted with a wire or alternative device throughout the tape;

(E) The resulting tape must not be edited by anyone for any purpose whatsoever and may not be copied;

(F) The tape must only be used for archival purposes and may only be played back in **private** for reference purposes or as a teaching aid for the benefit of performers or management, or for the express purpose of demonstrating the nature of the production to the representatives of potential performance venues or potential sponsors. The Theatre shall guarantee that the recording shall remain under its control and it is not to be broadcast, distributed or used in a commercial context. Any use of the tape for rehearsal of a **subsequent production** will require Equity's further consent.

There must be no public replay of the tape **whatsoever** and Equity's decision as to what may constitute a public replay will be final and binding.

4103. Promotional Recordings -- Sector 1 Theatres

The Theatre may make a video recording of up to 15 minutes of finished edited recording of actual performance or rehearsal for the express purpose of demonstrating the nature of its work, promoting it to potential sponsors and donors, and promoting it to potential performance presenters. Such recording will 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 appropriate overtime payments will be required.

If **any such recording** takes place on an extended rehearsal day, any time used to specifically **accommodate** such **recording** will be considered overtime **and paid** accordingly.

The **Theatre** will guarantee that the recording shall remain under its control and may not be broadcast except as provided in Clause **4104**.

Each Artist who participates in the recording whether appearing in the finished recording or not, including stage management personnel, shall receive a payment of one-eighth (1/8) of his/her contractual weekly fee. The Director and Choreographer and, if applicable, Fight Director, of material included in the recording shall receive one **and one-half percent (1½%)** of their contractual fees.

4104. Recording for Advertising -- Sector 1 Theatres

The Theatre may make a television advertisement using material from the promotional recording (as per Clause **4103**) of up to 2 minutes finished running time. All Artists who appear in the advertisement shall be paid an additional fee of one-eighth (1/8) of their weekly contractual fees for each 13-week period during which the advertisement is used. If at any time the Artist is no longer under contract with the Theatre during

the period the advertisement is used, the Artist shall receive an additional one-eighth (1/8) of the weekly contractual fee for the remainder of the first thirteen-week period. Thereafter, the Artist shall receive payment of two-eighths (2/8) of the weekly contractual fee for each additional thirteen-week period during which the advertisement is used.

The Director and/or the Choreographer and Fight Director, if applicable, of any material included in the commercial shall receive an additional one and one-half percent (1½%) of their contractual fees for each thirteen-week period.

In the event that video footage is used from another source, as per Clause 4101, the artists who appear in the edited advertisement shall be paid two-eighths (2/8) of their weekly contractual fees, and the Director, Choreographer and Fight Director (if applicable) shall be paid an additional three percent (3%) of their contractual fees.

4105. Promotional Recording and Recording for Advertising -- Sector 2 Theatres

The Theatre may make promotional recordings for the following non-broadcast usages:

(A) Educational Videos: for exhibition in theatres where the presentation of the live production takes place. It is agreed that such videos may be provided to schools on a temporary loan basis for the sole purpose of encouraging the schools to attend the live production.

(B) Tour Bus Videos

(C) Sales Kiosks Videos

(D) Group Sales Videos

(E) Corporate Videos

(F) News and Current Affairs Programs (it is understood that the Theatre may also avail itself of Clause 4101). The Theatre may use clips for up to two minutes in total time on each such show.

(G) Press Reels

(H) Closed Circuit In-Room Hotel Videos

The Theatre may also apply to Equity, whose approval may not be unreasonably withheld, for usages of such promotional recordings for applications which are not defined in this Clause 4105, but which meet similar, limited audience non-broadcast requirements.

Such recording shall be made at the regular rehearsal or performance venue only, and take place within regular rehearsal or performance hours or overtime if applicable CTA overtime rates are paid, to a maximum of two performances and/or rehearsals with a maximum duration of eight (8) hours in a single day, or two four (4) hour calls on consecutive days. All Artists called for the rehearsal and/or performance, including Stage Management, shall receive a payment of four hundred and fifty dollars (\$450.00) for the recording, whether the call is one eight (8) hour period or two four (4) hour periods.

Should a broadcast commercial be made from such recording, each Artist appearing in the commercial shall be contracted to the appropriate ACTRA contract, and shall be paid the appropriate session and cycle fees as provided for in the ACTRA National Commercial Agreement (NCA) contract. All Artists called for the original recorded rehearsal and/or performance who do not appear in the commercial shall be paid at the Group Extra

rate.

4106. Billing

All Artists who appear in the videotape or advertisement will receive credit according to a formula to be worked out between Equity and ACTRA.

42. DIRECTORS

4201. Association Status

(A) Directors engaged to direct companies under the jurisdiction of Equity must be engaged according to terms and conditions no less favourable than those set out in this Clause.

(B) (1) A person who is a Canadian citizen or a resident of Canada and who is not already a member of Equity shall be offered a CTA Engagement Contract and, if he/she accepts, shall join Equity *but* he/she shall not be required to join Equity. If he/she does not accept a CTA contract, he/she shall then be required to sign an affidavit to the effect that he/she is being engaged under terms and conditions no less favourable than those set out in this Clause.

(2) A person who is not a resident of Canada and is not a Canadian citizen, but who is a member of a performing arts union or association, shall join Equity as an Associate Member and be signed to a CTA Engagement Contract for the duration of his/her engagement.

(3) A person who is not a resident of Canada and is not a Canadian citizen, and who is not a member of a performing arts union or association, shall not be required to join Equity. He/she shall be required to sign an affidavit to the effect that he/she is being engaged under terms and conditions no less favourable than those set forth in this Clause.

The affidavit shall be filed with PACT and Equity. The affidavit, when filed with Equity, is to be accompanied by a filing fee of three percent (3%) of the Director's contractual fee, of which one-third, or one percent (1%), shall be credited towards the Equity initiation fee and the non-Equity Director will be advised by Equity when these credits equal the Equity initiation fee. The non-Equity Director may then choose to join Equity at the time of signing his/her next engagement contract. If the non-Equity Director chooses not to join Equity at that time, these accumulated credits shall be forfeited. In addition, it will be accompanied by ten dollars and eighty cents (\$10.80) per week or part thereof of the Director's engagement for Theatres with Company Categories A, B, C, D and E, and nine dollars (\$9.00) per week or part thereof of the Director's engagement for Theatres with Company Categories F, G and Theatre For Young Audiences, and an amount equal to two percent (2%) of the Director's contractual fee, deducted from the Director's remuneration in lieu of

dues, both of which shall be paid by the Theatre to Equity.

4202. Minimum Fees for Directors

In any situation where an Artist directs a company under the jurisdiction of Equity, the minimum fee to cover all services including casting, planning and rehearsal shall be as follows:

(A)	1995-96
A-2	\$ 12,500.00
A	9,350.30
B	8,108.69
C	6,547.66
D	5,180.81
E	3,804.43
F	3,104.03
G	2,715.63
special category per week	881.86
summer stock per week	1,027.25 <i>plus</i>
	two and one-half percent (2½%) of total minimum fee, according to the Theatre's Category for each week of rehearsal

Additionally, Directors engaged under a weekly fee shall be paid Vacation Pay of four percent (4%) of their remuneration.

- (B) The minimum fee as noted above shall be payable in the following manner, or as agreed between the Director and the Theatre:
 - 20% on the signing of a contract to direct. This 20% shall be paid to the Director no later than thirty (30) calendar days from the date the executed contract is sent by the Director to the Theatre by registered mail. Should the Theatre fail to fulfil its contractual obligation under this clause it shall pay to the Director an additional sum equal to 5% of the contractual directing fee.
 - 30% on the first day of rehearsals.
 - The remaining 50% pro-rata on a weekly basis throughout the rehearsal period, with the final payment made by the official opening night.
- (C) The minimum fee that applies for the engagement of an Artist as a Director shall be the minimum fee applicable on the date of the first public performance of the production.
- (D) **Free Day**
The Director must receive a free day, as provided for in Clause 1619. Any activity required by the Theatre of the Director on a free day shall be compensated at the rate provided for in Clause 1801(G), and the minimum payment shall be for four (4) hours.

4203. Duties of a Director

- (A) The Director shall conduct rehearsals, appear promptly for all scheduled rehearsals, respect the physical property of the production, theatre and place of rehearsals, conduct rehearsals in a manner not violative of any terms of this Agreement, abide by particular artistic policies of the specific theatre to which he/she is contracted, and generally fulfil the artistic

planning and production contributions commonly within the scope of the functions of the Director.

- (B) The Director shall make him/herself available for such meetings and consultations as are required by the Theatre, particularly with designers and the Theatre's production personnel. Such meetings and consultations shall be agreed to in advance and included in the engagement contract, or, after signing, in a rider thereto, and must be specific as to dates, times, locations, and remuneration of travel and accommodation expenses. The Director shall be covered for the insurance coverages provided for in Clause 45 and 4705 when providing services under this Clause.
- (C) The Director agrees to promote the production and may make reasonable publicity appearances and participate in Radio, T.V. and press interviews for that purpose. In addition, he/she shall be generally supportive of the Theatre's interest during the term of his/her contract.

4204. (A) Consultation Before Signing

Before agreeing to direct a production, a Director has the right to knowledge of, but not approval of, the following production arrangements: the name of the stage manager and plans for **crewing** of the proposed production; the producing theatre's arrangements with the author, in regard to rewrites and the presence of the author at rehearsals; the proposed production budgetary limitations in some detail, and any change made in these limitations as soon as they are made: planned rehearsal production schedules, and the availability of all actors to rehearse; the proposed length of run of the production; and any casting and design decisions, and any particular artistic policies of the specific theatre.

At the time of negotiation of the contract, the Theatre shall provide the Director with a list of potential accommodations, including, where possible, accommodations with kitchen facilities. The Theatre will make every effort to include in this list accommodations that have daily, weekly and monthly rates.

(B) Consultation After Signing

Subsequent to the engagement of the Director, decisions regarding production and rehearsal schedules, casting, designer, scenery, lighting and costuming will be made in consultation with the Director in person, by mail or by telephone if the Director is readily available for such consultation.

(C) Consultation After Opening

After the opening of the production the work of the Director (including cast replacements) shall not be changed or deleted by the Theatre unless

- (a) required by **emergency**;
- (b) the physical conditions of the theatre necessitate change and/or deletions: or
- (c) where the foregoing conditions do not apply, the Director is first consulted with respect to the proposed changes.

Where the Director is not consulted and/or does not agree with the changes made, he/she shall have the option of having his/her name removed from programs and publicity materials produced subsequent to the notice to remove his/her name.

The consultations above provided for are advisory in nature and to be seriously considered by the Theatre; but final decisions are reserved to the Theatre. Such consultation shall not be required if the Director is not readily available therefor as defined in Clause 4204(B). However, the Theatre shall inform the Director in writing of all such changes, when they were made and by whom they were made. Should the Director be asked to do additional work on a production after the termination of his/her contract, a separate fee commensurate with the work to be done will be negotiated. Should this arrangement not be part of the original contract, the Director will be compensated at a daily rate of two percent (2%) of the contractual fee.

Such agreement as to fee must be in the form of an amendment to the Director's original contract. Should such work require the Director to be away from his/her place of residence, he/she will be paid travel and accommodation expenses to be negotiated with the fee required above and included in the contract amendment.

The Director shall be covered for the insurance coverages provided for in Clause 45 and 4705 when providing services under this Clause.

4205. Billing

(See Clauses 3107 and 3203(D).)

The Director will receive billing in all publicity material (under the Theatre's control) for the production that is prepared after the engagement of the Director, wherever anyone other than the author is given billing, in size and position to be negotiated at the time of engagement.

4206. Director's Royalty

(A) An additional fee or royalty for any extension beyond the proposed run of the production, whether or not such an extension is envisaged, shall be negotiated at the time of the Director's engagement. If no such fee or royalty is negotiated and specified on the engagement contract, the Theatre shall pay the Director four percent (4%) of his/her original total fee for each week of the extension. Where no royalty has been negotiated, after eighty (80) performances the Director shall receive a royalty payment of not less than 4% of his/her original fee for each additional week of performance.

In the case of Sector 2 productions, a royalty shall be negotiated at the time of the Director's engagement which shall not be less than three percent (3%) of the minimum fee for each week of performance.

This royalty shall be pro-rated for weeks with fewer than eight (8) performances. In the case of Theatre For Young Audiences, Clause 5204(C) shall supersede this Clause.

(B) Revival

Should a Theatre decide to revive a production, or should a Theatre give permission to another Theatre to revive a production within a period of two years from the first public performance of the production, and should the originally producing Theatre provide the second Theatre with the prompt script and designs as described below, one of the following sub-clauses shall apply:

- (1) If the original Director directs the revival, he/she shall receive a fee of no less than one-half (½) the original directing fee, or one-half (½) the fee applicable to the Theatre reviving the work, whichever is greater, and a royalty commensurate with the originally negotiated royalty as per Clause 4206(A).
- (2) If the original Director declines, for any reason, an offer to direct the revival, he/she shall be paid one-half (½) the originally negotiated royalty for an extended run as per 4206(A). Further, the Director of the original production shall be billed according to the provisions of Clause 4205 and in accordance with the terms of his/her original contract.
- (3) If the original Director is not offered the opportunity to direct the revival, he/she shall be paid a royalty commensurate with the originally negotiated royalty for an extended run as per Clause 4206(A). Further, the Director of the original production shall be billed using the phrase "Originally Directed By..." unless originally negotiated otherwise.

For the definition of Revival, see Clause 1633.

4207. Recorded Productions - Minimum Fees

The Provisions of this Clause shall not apply when the Artist is contracted as the Director of a recording or broadcast of a theatrical production which he/she has directed. Where the Artist is not contracted as Director of such recording or broadcast, he/she shall be paid as follows:

(A) For Radio Broadcast Or Recording And Cast Albums

The Theatre shall pay the director a minimum of two and one-half percent (2½%) of the total original fee or two and one-half percent (2½%) of the Category "A" minimum fee, whichever is the greater, whenever a radio broadcast recording or cast album of the complete production is made excluding excerpts.

(B) For Visual Recording or Broadcast

A minimum of ten percent (10%) of the total original fee or total original weekly fees for the first thirty (30) minutes of finished recording or broadcast and an additional five percent (5%) of such original fees for each subsequent thirty (30) minutes of finished recording or broadcast.

(C) In (A) and (B) above, the Theatre shall ensure that the Director shall have the opportunity to negotiate a royalty prior to such recordings being made.

4208. Custom of the Trade

It is recognized that the Director's contribution to the production may be seen to be represented in

part by the notations in the prompt book and other tangible records of the production, and it is therefore agreed that the Director as a contributor to the production has the right of reasonable access to such records. Any costs incurred under this determination shall be borne by the Director or his/her representative.

4209. Termination

An individual Directors CTA Engagement Contract with the Theatre may be terminated by mutual consent of both parties in writing, following consultation by the Director with Equity.

Where no mutual consent is reached, the contract may be terminated as follows:

- (A) By the Director, upon written notice to the Theatre with payment to it of no less than the full face value of the contract.
- (B) By the Theatre, upon written notice to the Director with payment to him/her of no less than the full face value of the contract.
- (C) In the event that the production is abandoned four weeks or more prior to rehearsal, the Director shall be paid 50% of his/her contractual fee immediately. In the event that the production is abandoned less than four weeks prior to rehearsal, the Director shall be paid 75% of his/her contractual fee immediately.
- (D) The Theatre may postpone the first day of rehearsal for up to two weeks from the date specified on the Directors contract by giving the Director a minimum of four (4) weeks' notice. Should the Theatre postpone the first day of rehearsal for more than two weeks, or not give the Director the required notice, or should the Director no longer be available for the rehearsal period due to a postponement, then the Director may claim the production to be abandoned and Clause 4209(C) shall apply.
- (E) No penalty or notice is required if the Director terminates his/her contract due to incapacitating illness or accident. The Artist will however inform the Theatre of his/her illness or accident as soon as possible and provide a doctor's certificate upon request. Copies of all notices of termination must be filed with Equity.

4210. Special Category

- (A) When a production has a performance running time of sixty (60) minutes or less or when, in agreement with Equity, a production is mounted at minimum rates which are below the minimum G standard of the CTA, with the agreement of the Director and upon prior written notification to Equity by the Theatre confirming that the production qualifies under the provisions of this Clause, the Special Category rate in 4202 may apply.
- (B) Theatres operating in "Summer Stock" (i.e. not more than three (3) weeks of rehearsal, and not more than two (2) weeks of performance for each production presented between June 1 and September 30) may pay the Summer Stock Director's rate upon presentation of their season's schedules to Equity and PACT confirming that they qualify for the provisions of this Clause.

This Clause shall not apply to a production which runs for more than two (2) weeks.

4211. Artistic Director

Only the Artistic Director or one equivalent staff member responsible for the artistic direction of the Theatre may direct productions for his/her Theatre without being subject to the terms of this Clause 42. In the case of Joint Productions with more than two (2) partners, this Clause may apply only to the Artistic Directors or his/her equivalent of the first two (2) Theatres. When an Artistic Director or his/her equivalent directs at any Theatre other than his/her own, except as provided for above, he/she will be subject to the terms of Clause 42. Clause 4211 shall only apply to PACT Theatres.

4212. Multiple Assignments

No Director shall stage manage the production which he/she is directing.

A director who also functions as a choreographer of a production which he/she directs must be paid an additional fee equal to fifty percent (50%) of the appropriate category fee for a choreographer specified in Clause 4304. For Sector 2 Theatres, the additional fee shall be no less than the appropriate category fee for a choreographer as specified in Clause 4304.

In the event that dance elements are included in the production which are not intrinsic to its nature and were not envisaged as being required, but their inclusion develops solely at the director's discretion, this Clause shall not apply.

4213. The following clauses do not apply to Directors:
Clause No.

- 606 Auditions Code
- 607 Sex and Nudity
- 1404 Additional Duties
- 1406 Point of Origin (Weekly Contractual Fees)
- 1407 Outside Point of Origin
- 1408 Return from Overnight Tour
- 1410 Vacation Pay (except as provided for in 4202(A))
- 1414 Regular Overtime Rates
- 1415 Overnight Rest Period Infringement
- 1612 Non-Members, etc.
- 18 Rehearsal Conditions (except 1801(G), as provided for in 4202(D))
- 19 Costume Fittings
- 20 Performances
- 21 Clothes and Make-Up
- 2801 Continuous Engagement
- 2802 Engagement Contracts - Minimum Period
- 2907 As Cast
- 33 Understudies
- 34 Changes in Cast and Replacement of Actors
- 35 Part Cut Out
- 38 Termination
- 39 Visual or Sound Recordings (Use in Production)
- 4003 Recordings and Broadcasts - Maximum Call
- 4004 Recording on Day with No Performance
- 4005 Recording Rates
- 4006 Recording Rates (Exclusive of Radio and Cast Albums)
- 4007 ACTRA Contracts
- 4008 Recordings and Broadcasts - Overtime
- 4009 Residual Payments

- 4011 Recordings and Broadcasts
- 4014 Recordings and Broadcasts
- 4015 Spot Commercials of Less Than One Minute
- 4017 Recordings and Broadcasts
- 4018 Recordings and Broadcasts
- 41 Recordings and Broadcasts, Non-Commercial Use (second sentence of preamble only)
- 4101 Current Affairs Program
- 43 Choreographers
- 44 Stage Management
- 46 Vacations (except as provided for in 4202(A))
- 47 Touring

4214. Assistant Directors and Fight Directors
The execution of a CTA Engagement Contract is not required for Assistant Directors and Fight Directors. Members of Equity shall be offered the opportunity to be engaged under a CTA Engagement Contract if they so desire. It is **recognized** that there are no specific minimum fee requirements in this Agreement for Assistant Directors and Fight Directors. However, Clauses 103 (Payment of Artists' Equity Dues), 1411 (R.R.S.P.) and 45 (Accident and Sickness Insurances) will apply to Equity members.

4215. Training and Professional Development
In the interests of the training and professional development of Canadian Directors, whenever a non-Canadian (or non-landed immigrant in Canada) is engaged as a Director, a Canadian member of Equity shall be offered a position as Assistant Director.

43. CHOREOGRAPHERS

Preamble

This clause shall not apply when the Choreographer is also the Director of the production. It is agreed that a Choreographer shall be contracted according to this Clause 43 whenever a Theatre requires original choreography for more than two separate numbers in a musical production or original choreography for more than five minutes of playing time in a non-musical production (see Clause 4302 - Special Category).

4301. Definition

A Choreographer is defined as an Artist who, within the sphere of dance, devises and executes choreography and/or **specialized** movements, which consist of accepted techniques of contemporary theatre dance - ballet, modern, jazz or tap. For the purposes of this Agreement, the movement of individual Artists, or groups of Artists, where such movement would normally be considered "blocking" is not to be considered choreography.

4302. Special Category

In situations where the total amount of creative work required of the Choreographer is deemed to require less than the applicable minimum rate, the Theatre may, with the agreement of the Choreographer, apply for Equity's approval to pay the Special Category rate.

4303. Association Status

(A) Choreographers engaged to choreograph companies under the jurisdiction of Equity must be engaged according to terms and

conditions no less favourable than those set out in this Clause.

(B) The Theatre agrees that it will give **serious** consideration to the engagement of existing Equity Choreographers for all such positions in its company. The Theatre will request, and Equity will provide, a current and up-to-date list of Choreographers who have informed Equity that they are available, in order to assist the Theatre in finding an Equity Choreographer.

However, the Theatre shall not be obliged to engage any Choreographer so listed whom it judges to be incompatible with its needs.

(C) If the Theatre is unable to find an Equity Choreographer, one of the following sub-clauses shall **apply**:

(1) Should a Choreographer already be a member of another performing artists association, then he/she would be obliged to join Equity;

(2) A person who is a resident of Canada and who is not already a member of Equity may be offered an Equity CTA Engagement Contract, and shall join Equity.; or

(3) A person who is not already a member of Equity and is not a member of another performing artists association shall not be required to join during the tenure of this Agreement, but shall be required to sign an affidavit to the effect that they are **being** engaged under terms and conditions no less favourable than those set out in this Clause.

The affidavit shall be filed with PACT and Equity. The affidavit, when filed with Equity, is to be accompanied by a filing fee of three percent (3%) of the Choreographer's contractual fee, of which one-third, or one percent (1%), shall be credited towards the Equity initiation fee and the non-Equity Choreographer will be advised by Equity when these credits equal the Equity initiation fee. The non-Equity Choreographer may then choose to join Equity at the time of signing his/her next engagement contract. If the non-Equity Choreographer chooses not to join Equity at that time, these accumulated credits shall be forfeited. In addition, it will be accompanied by ten dollars and eighty cents (\$10.80) per week or part thereof of the Choreographers engagement for Theatres with Company Categories A, B, C, D and E, and nine dollars (\$9.00) per week or part thereof of the Choreographer's engagement for Theatres with Company Categories F, G and Theatre For Young Audiences, and an amount equal to two percent (2%) of the Choreographer's contractual fee, deducted from the Choreographer's remuneration in lieu of dues, both of which shall be paid by the Theatre to Equity.

4304. Minimum Fees for Choreographers

(A) In any situation where an Artist choreographs

a company under the jurisdiction of Equity, the minimum fee to cover all services including rehearsal shall be as follows:

	1995-96
A-2	\$ 7,500.00
A	4,675.68
B	4,054.88
C	3,273.82
D	2,590.41
E	1,902.75
F	1,552.55
G	1,358.34
special category per week	716.32

Additionally, Choreographers engaged under a weekly fee shall receive Vacation Pay at four percent (4%) of their remuneration.

- (B) The minimum fee as noted above shall be payable in the following manner or as agreed between the Choreographer and the Theatre:
- 20% on the signing of a contract to choreograph. This 20% shall be paid to the Choreographer not later than thirty (30) calendar days from the date the executed contract is sent by the Choreographer to the Theatre by registered mail. Should the Theatre fail to fulfil its contractual obligation under this Clause it shall pay to the Choreographer an additional sum equal to five percent (5%) of the contractual choreographic fee.
 - 30% on the first day of rehearsal.
 - The remaining 50% pro-rata on a weekly basis throughout the rehearsal period, with the final payment made-by the official opening night.
- (C) An hourly rate of forty-five dollars and fifty cents (\$45.50) shall apply when an Artist is engaged to choreograph not more than two (2) separate dance sequences for a non-musical production. In the case of payment at the hourly rate, a formal Equity contract is not required.
- (D) The minimum fee that applies for the engagement of an Artist as a choreographer shall be the minimum fee applicable on the date of the first public performance of the production.
- (E) Free Day
The Choreographer must receive a free day, as provided for in Clause 1619. Any activity required by the Theatre of the Choreographer on a free day shall be compensated at the rate provided for in Clause 1801(G), and the minimum payment shall be for four (4) hours.

- 4305. Duties of a Choreographer**
The Choreographer shall conduct dance rehearsals, appear promptly for all scheduled rehearsals, respect the physical property of the production, theatre, and place of rehearsal, conduct rehearsals in a manner not violative of any terms of this Agreement, abide by particular artistic

policies of the specific Theatre to which he/she is contracted, and generally fulfil the artistic planning and production contributions commonly within the scope of the functions of the Choreographer. The choreographer shall make him/herself available for such meetings and consultations as are required by the Theatre, particularly with the Director and Music Director. Such meetings and consultations shall be agreed to in advance, and included in the engagement contract, or after signing, in a rider thereto, and must be specific as to dates, times, locations, and remuneration of travel and accommodation expenses.

Should the choreographer be asked to do additional work on a production after the termination of his/her contract, a separate fee commensurate with the work to be done will be negotiated. Should this arrangement not be part of the original contract, the Choreographer will be compensated at a daily rate of three percent (3%) of the contractual fee. Such agreement as to fee must be in the form of, or an amendment to, the choreographer's original engagement contract. Should such work require the choreographer to be away from his/her place of residence, he/she shall be paid travel and accommodation expenses to be negotiated with the fee required above and included in a contract amendment.

The Choreographer agrees to promote the production, and may make reasonable personal publicity appearances and participate in Radio, T.V., and press interviews for that purpose. In addition, he/she shall be generally supportive of the Theatre's interests during the term of his/her contract.

4306. Billing

The Choreographer will receive billing in all publicity material (under the Theatre's control) for the production, that is prepared after the engagement of the Choreographer, wherever anyone other than the author is given billing, in size and position to be negotiated at the time of engagement. In the case of Special Category, billing shall not be obligatory.

4307. Choreographer's Royalty

(A) **Extension of Run**

An additional fee or royalty for any extension beyond the proposed run of the production, whether or not such an extension is envisaged, shall be negotiated at the time of the Choreographer's engagement. If no such fee or royalty is negotiated and specified on the engagement contract, the Theatre shall pay the Choreographer 4% of his/her original total fee for each week of the extension. Where no royalty has been negotiated, after 80 performances the Choreographer shall receive a royalty payment of not less than 4% of his/her original fee for each additional week of performance.

In the case of Sector 2 productions, a royalty shall be negotiated at the time of the Choreographer's engagement which shall not be less than 3% of the minimum fee for each week of performance.

This Clause does not apply to Theatre For Young Audiences.

(B) Revival

Should a Theatre decide to revive a production, or should a Theatre give permission to another Theatre to revive a production within a period of two (2) years from the first public performance of the production, and should the originally producing Theatre provide the second Theatre with the prompt script and designs as described below, and the right to use the original choreography, one of the following sub-clauses shall apply:

- (1) If the original Choreographer choreographs the revival, he/she shall receive a fee of no less than ½ the original Choreographer's fee, or ½ the fee applicable to the Theatre reviving the work, whichever is greater, and a royalty commensurate with the originally negotiated royalty as per Clause 4307(A).
- (2) If the original Choreographer declines, for any reason, an offer to choreograph the revival, he/she shall be paid one-half (½) of the originally negotiated royalty for an extended run as per Clause 4307(A) above. Further, the Choreographer of the original production shall be billed according to the provisions of Clause 4306 and in accordance with the terms of his/her original contract.
- (3) If the original Choreographer is not offered the opportunity to choreograph the revival, he/she shall be paid a royalty commensurate with the originally negotiated royalty for an extended run as per Clause 4307(A) above. Further, the Choreographer of the original production shall be billed using the phrase "Originally Choreographed By..." unless originally negotiated otherwise.
For the definition of Revival see Clause 1633.

4308. Recorded or Broadcast Productions - Minimum Fees

The Provisions of this Clause shall not apply when the Artist is contracted as the Choreographer of a recording or broadcast of a theatrical production which he/she has choreographed. Where the Artist is not contracted as Choreographer of such recording or broadcast, he/she shall be paid as follows:

(A) For Radio Broadcast or Recording and Cast Albums

The Theatre shall pay the choreographer a minimum of two and one-half percent (2½%) of the **total** original fee or two and one-half percent (2½%) of the category "A" minimum fee, whichever is the greater, whenever a radio broadcast recording or cast album of the complete production is made excluding excerpts.

(B) For Visual Recording or Broadcast

A minimum of ten percent (10%) of the total original fee or total original weekly fees for the first thirty (30) minutes of finished recording or broadcast and an **additional** five percent (5%) of such original fees for each subsequent thirty (30) minutes of finished recording or

broadcast.

- (C) In (A) and (B) above, the Theatre shall ensure that the Choreographer shall have the opportunity to negotiate a royalty prior to such recordings being made.

4309. Termination

An individual **Choreographer's** CTA Engagement Contract with a Theatre may be terminated by mutual consent of both parties in writing, following consultation by the Choreographer with Equity.

Where no mutual consent is reached, the contract may be terminated as follows:

- (A) By the Choreographer, upon written notice to the Theatre with payment to it of no less than the full face value of the contract.
- (B) By the Theatre, upon written notice to the Choreographer with payment to him/her of no less than the full face value of the contract.
- (C) In the event that the production is abandoned four (4) weeks or more prior to rehearsal, the Choreographer shall be paid fifty percent (50%) of his/her contractual fee immediately. In the event that the production is abandoned less than four weeks prior to rehearsal, the choreographer shall be paid seventy-five percent (75%) of his/her contractual fee immediately.
- (D) The Theatre may postpone the first day of rehearsal for up to two weeks from the date specified on the **Choreographer's** contract by giving the Choreographer a minimum of four (4) weeks' notice. Should the Theatre postpone the first day of rehearsal for more than two weeks, or not give the Choreographer the required notice, or should the Choreographer no longer be available for the rehearsal period due to a postponement, then the Choreographer may claim the production to be abandoned and Clause 4309(C) shall apply.
- (E) **No penalty or** notice is required if the Choreographer terminates his/her contract due to incapacitating illness or accident. The Choreographer will however inform the Theatre of his/her illness or accident as soon as possible and provide a doctor's certificate upon request. Copies of all notices of termination must be filed with Equity.

4310. The following clauses do not apply to Choreographers:

Clause No.	
606	Auditions Code
607	Sex and Nudity
1404	Additional Duties
1406	Point of Origin (Weekly Contractual Fees)
1407	Outside Point of Origin
1408	Return from Overnight Tour
1410	Vacation Pay (except as provided for in 4304(A))
1414	Regular Overtime Rates
1415	Overnight Rest Period Infringement
1612	Non-Members, etc.
18	Rehearsal Conditions (except 1801(G), as provided for in 4304(F))
19	Costume Fittings
20	Performances
21	Clothes and Make-Up
2801	Continuous Engagement

2802	Engagement Contracts - Minimum Period
2907	As Cast
33	Understudies
34	Changes in Cast and Replacement of Actors
35	Part Cut Out
38	Termination
40	Visual or Sound Recordings (Use in Production)
4003	Recordings and Broadcasts - Maximum Call
4004	Recording on Day with No Performance
4005	Recording Rates
4007	ACTRA Contracts
4008	Recordings and Broadcasts - Overtime
4009	Residual Payments
4010	Recordings and Broadcasts - Two-Performance Days
4014	Recordings and Broadcasts
4015	Spot Commercials of Less Than One Minute
4018	Recordings and Broadcasts
4019	Recordings and Broadcasts
41	Recordings and Broadcasts, Non-Commercial Use (second sentence of preamble only)
4101	Current Affairs Program
42	Directors
44	Stage Management
46	Vacations (except as amended in 4304(A))
47	Touring

4311. Assistant Choreographers

The execution of a CTA Engagement Contract is not required for Assistant Choreographers. Members of Equity shall be offered the opportunity to be engaged under a CTA Engagement Contract if they so desire. It is recognized that there are no specific minimum fee requirements in this Agreement for Assistant Choreographers. However, Clauses 103 (Payment of Artists' Equity Dues), 1411 (R.R.S.P.) and 45 (Accident and Sickness Insurances) will apply to Equity members.

4312. Training and Professional Development

In the interests of the training and professional development of Canadian Choreographers, whenever a non-Canadian (or non-landed immigrant in Canada) is engaged as a Choreographer, a Canadian member of Equity shall be offered a position as Assistant Choreographer.

44. STAGE MANAGEMENT

All personnel engaged to fulfil stage management duties as defined in Clause 4406 must be properly contracted under the terms of this Agreement. Equity and PACT will consider it to be a violation of the Agreement if the Theatre uses non-Equity personnel to fulfil stage management duties as herein defined.

4401. Equity Stage Managers

The Theatre agrees that it will engage only existing Equity Stage Managers and Assistant Stage Managers for all Stage Manager and Assistant Stage Manager positions on its staff. Equity will provide on request a current and up-to-date list of Stage Managers who have informed Equity that

they are available for work. However, the Theatre shall not be obliged to engage a Stage Manager or Assistant Stage Manager whom the Theatre judges to be incompatible with its needs. A person who is not already a member of Equity may be engaged as a Stage Manager with the written permission of Equity provided that the Theatre has conducted a search for and considered existing Stage Manager members.

4402. (A) Term of Engagement

All Production Stage Managers when required by this Agreement and all Stage Managers shall be engaged one (1) week prior to the commencement of rehearsals and all replacement Stage Managers shall be hired one (1) week prior the date on which they are to take over the production. All Assistant Stage Managers shall be engaged for a minimum of one (1) working day prior to the first rehearsal. Where the Assistant Stage Manager is a resident in the Theatre's point of origin, this day may be scheduled in consultation with the Stage Manager, and shall be mutually agreed upon. The Assistant Stage Manager shall be remunerated for this day at the rate of 1/6 of the weekly contractual fee. In all other cases, the Assistant Stage Manager will be paid the 1/6 preparation allowance, but may not be required by the Theatre to report to the Theatre sooner than one day prior to the beginning of rehearsal. Should the Theatre wish to secure the services of an Equity Apprentice stage manager, whenever possible, the Apprentice will be engaged to assist the Stage Manager for three (3) days during the pre-production week. All Equity stage management personnel shall be paid one-seventh (1/7) of their contractual fee for each day or portion thereof on which their services are required prior to the commencement or after the termination of their contracts.

Assistant Stage Managers covering for Stage Managers on holiday or sick leave shall receive at least the Stage Manager's minimum fee on a weekly or pro-rata basis, whichever is applicable.

(B) In the event that the Stage Manager is unavailable to the Theatre for any part of the week prior to the beginning of rehearsals, by virtue of other obligations not connected with the Theatre, his/her remuneration for that week may be pro-rated in accordance with the provisions of Clause 1403. Such an arrangement must be stipulated in a rider to the Artist's contract which also states the reason for this provision.

(C) Span of Stage Management Working Day

A Stage Management working day begins with the arrival at the rehearsal hall or theatre for the first Stage Management call of the day and ends with the departure from the rehearsal hall or theatre after the last Stage Management call of the day, and may not ever exceed a span of thirteen (13) hours, unless the appropriate overtime is paid. It is understood that the first or last call may begin or end with a preparation call or an actors

call.

4403. (A) Overnight Rest

All Equity stage management personnel must have an eleven (11) hour rest period (or ten (10) hour rest period, if the Equity Artists have exercised their option in accordance with Clause 1801(D)) within each twenty-four (24) hour period. For any invasion of the rest period, the Theatre agrees to pay the Artist in accordance with Clause 1415.

(B) Meal Break

All Equity stage management personnel must receive a one hour meal break after a maximum of five (5) hours of rehearsal. Should the Theatre require stage management personnel to invade such a meal break, they shall be compensated for each half (½) hour of invasion at the regular overtime rates (1414). Where the company has agreed to reduce the meal break to one (1) hour (1802(B) and (D)), the stage management must be given a meal break of at least forty-five (45) minutes.

When the Stage Manager is required to undertake duties during the meal break as provided for above, the Theatre may require the Production Stage Manager or Stage Manager to adjust the schedule for stage management staff to avoid overtime penalties. The Theatre shall consult with the Production Stage Manager or Stage Manager to ensure that such adjustments do not adversely affect the rehearsal. stage management overtime must be approved by the Theatre's designated representative in advance.

(C) Free Day

All Equity stage management personnel must receive the same number of free days in each engagement week as the actors. Should any of the Equity stage management personnel be called on a free day, he/she is to be paid the same hourly overtime rate as the actors, or one-seventh (1/7) of a week's contractual fee, whichever is greater. The minimum call for such an occasion shall be considered as four (4) hours, whether or not the full four (4) hours are used.

(D) Statutory Holidays

Should a member of the Equity stage management staff be required to work on a statutory holiday (as designated by the laws of the province in which the Theatre is located), and should the Equity stage management member be classified as an "employee", then that member shall be compensated in accordance with said laws for those public holidays. The calculation for such work shall be based on one-seventh (1/7) of the weekly contractual fee multiplied by the maximum time premium factor available under the applicable provincial laws.

(E) Preparation Time

It is recognized that the nature of stage management duties and responsibilities involves additional preparation time before and after each rehearsal and/or performance. It is also recognized that stage management personnel will have varied degrees of

experience and personal approaches to their work. Therefore, the length of time required for preparation will also vary. However, it is the intention of this Clause to allow what is considered to be a reasonable time period to accomplish the preparation work, and is not intended to allow for overtime payments that may occur as a result of the particular style of the stage management personnel.

Preparation time is separate from the half-hour call and any allowable rehearsal hours. Preparation time is not transferrable to another day.

Preparation time may be used, in part or in whole, before and/or after each rehearsal and/or performance, and should be allocated at the discretion of the Stage Manager. Standard preparation time for each member of the stage management staff is as follows:

regular or extended rehearsal day:	1½ hours
single performance day:	2½ hours
rehearsal/performance day:	2 hours
two performance day:	2½ hours

Where stage management personnel and the Theatre agree that additional preparation time beyond these limits is necessary to effect the efficient running of the rehearsals/performances, then the preparation time may be extended by a rider to the contracts. Any overtime incurred by extending the preparation time beyond the above limits, or any other limit previously agreed upon, must be approved by the Theatre's designated representative prior to being incurred.

(F) Production Meetings

It is understood that the Stage Manager is required to attend all scheduled production meetings which involve the discussion of elements of the production which directly affect the duties and responsibilities of stage management.

(1) Production meetings requiring the

attendance of stage management personnel outside the regular rehearsal hours and/or preparation time limits may not exceed three (3) one (1) hour sessions within an engagement week. Meetings in excess of these limits will require the payment of overtime where the Theatre requires the stage management personnel to remain. Such overtime must have the prior authorization from the Theatre's designated representative.

(2) No production meetings requiring the

attendance of stage management personnel are permitted outside the rehearsal hours and preparation time limits on extended rehearsal days without the payment of overtime.

(3) Any meetings held at the conclusion of an

on-stage rehearsal which involve the discussion of elements of the production which directly affect the duties and responsibilities of the Stage Manager, shall be designated a production meeting. Such meetings must commence no later than fifteen (15) minutes after the release

of the actors.

Additionally, when the Theatre requires the stage management personnel to attend production meetings which infringe on 4403(A), (B), (C) and (D), the appropriate overtime or penalty payments shall apply.

(G) In-Town Hours Of Work And Overtime

Any stage management personnel required to attend rehearsals (see Clause 4406(A)), and attending cuing sessions and scene change rehearsals as provided for in Clause 4406(G), in excess of the hours permitted for the actor, shall be paid at the appropriate overtime rate.

(H) Touring

When stage management personnel are required to tour with a production, unless otherwise agreed to in a rider to his/her contract, it is the responsibility of stage management personnel to supervise load-ins, set-ups, strikes and load-outs. However, the maximum span of any day while on tour shall be thirteen (13) hours.

(1) Preparation time on tour shall be the same as detailed in Clause 4403(E).

(2) On a day when stage management personnel are required to travel and do a performance, the maximum number of hours allowed for travel and set-up combined shall be as follows:

(a) one performance 8 hours

(b) two performances 3 hours

Set-up time shall include ½ hour of the allowable preparation time.

(3) Each day must include at least one-and-one-half (1½) hours for an evening meal break prior to an evening work call. Applicable overtime penalties shall apply if the meal break is invaded.

(4) When stage management personnel are responsible for a strike and load-out following a performance, such time shall not include any preparation time scheduled to follow the performance. Should this involve infringement of the thirteen (13) hour span or the overnight rest period, applicable overtime shall apply.

(5) While on tour, the overnight rest period shall be a minimum of eleven (11) hours.

4404. Staffing

(A) There shall be at least one Stage Manager or Production Stage Manager for each production. When a Theatre produces in repertory with two (2) or more productions with different scenic elements alternating within a given week, the following shall apply:

(1) Where there is a separate Stage Manager for each production, no Production Stage Manager is required, unless there are three (3) productions or more alternating as above.

(2) Where the Stage Manager is the Stage Manager for two (2) or more productions, then at least one (1) Production Stage Manager shall be engaged beginning with the first production,

Production Stage Managers may be required to stage manage or assistant stage manage productions. However, in such cases, the assignment of a Production Stage Manager to each production must be agreed to prior to the signing of his/her contract.

Furthermore, there shall be at least one (1) Assistant Stage Manager engaged by Theatres in Categories A, B, C and D, none of whom may understudy or perform. All Stage Management personnel may be assigned to two (2) or more consecutive or concurrent productions.

(B) For productions with:

(1) a cast size in excess of 24; and

(2) mechanized and/or automated and/or flown scenery; and

(3) extensive backstage traffic; and

(4) a run scheduled to exceed ten (10) weeks excluding Theatres producing in repertory (see above), the following minimum Stage Management requirements will apply:

A-2: Production Stage Manager, Stage Manager, Assistant Stage Manager;

A: Stage Manager, 2 Assistant Stage Managers;

B-G: Stage Manager, Assistant Stage Manager, Apprentice Stage Manager.

In all cases, the Assistant Stage Manager cannot be required by the Theatre to call the show, except as provided for in 4402 (A).

For Theatres in Categories E, F and G, where no Assistant Stage Manager is required, and where the Stage Manager is unable to supervise the performance from the stage, the Theatre will ensure that a member of the production staff or stage crew is accessible to that location in order to ensure the safety of the Actors.

In any event, all Theatres will engage sufficient personnel to ensure the safe and efficient running of a production. To this end, the Production Stage Manager or Stage Manager and the Theatre will thoroughly discuss the stage management staff planned for a given production prior to the start of rehearsals.

When it becomes apparent at any time during the rehearsal or run of a production that the number of Stage Management personnel is insufficient for the safe, efficient running of the production, and the Theatre and Stage Management personnel are unable to agree to a resolution, Equity and the Theatre will consult with respect to the Stage Management needs of the production.

4405. Billing

(A) It is to be understood that as far as billing is concerned, the word "Artist" includes all Equity stage management personnel. Further, it is to be understood that when any of the technical, administrative or managerial staff, other than the producer, is listed on the billing page of a programme, the production stage manager and/or the Stage Manager shall also be listed.

(B) In the event that the Stage Manager or Assistant Stage Manager is replaced by new stage management personnel, an announcement to this effect shall be made in one of the following ways:

(1) Through the insertion of a printed slip in all programs;

(2) By means of a sign prominently posted at the entrance to the theatre.

Additionally, the outgoing Stage Manager's or Assistant Stage Manager's photograph and name must be removed from the lobby and replaced by that of the new Stage Manager or Assistant Stage Manager.

If an emergency replacement occurs at or after the half-hour, this Clause shall not apply.

(C) Stage Management Apprentices must receive a credit in the program. Positioning of such credit would be at the discretion of the theatre.

4406. Duties and Responsibilities of Stage Management

In addition to those duties detailed in Clause 3 of this Agreement (Duties and Responsibilities of the Artist), the duties and responsibilities of stage management personnel are defined within this Clause, unless otherwise agreed to by a rider at the time of contracting. Stage management shall:

(A) Organization of Rehearsals and Performances

Organize and supervise all rehearsals and performances, and endeavour to uphold the terms of this Agreement, the requirements of Equity's Constitution, By-Laws and any regulations governing its membership, and any management rules and regulations not in conflict with this Agreement and to consult with the Deputy and the Theatre's designated representative where necessary.

(B) Scheduling Rehearsal Calls

In accordance with the requirements of the Theatre, the Director, and the terms of this Agreement, be responsible for the calling of all rehearsals, whether before or after opening, and for the scheduling of other company or individual calls related to a production.

(C) Discretion in Organization of Work

Recognize that the Production Stage Manager and/or Stage Manager holds a position of supervisory responsibility and, as such, may exercise discretion in arranging his/her work and that of his/her staff. Such discretion shall be exercised in consultation with the Theatre's designated representative. The Stage Manager cannot be held responsible for any overtime which may arise through circumstances beyond his/her control.

(D) Prompt Book

Assemble and maintain the prompt book, which is the property of the Theatre, and is defined as the accurate and up-to-date playing text and stage business, together with cue sheets, plots, daily records, etc. as are necessary for the actual technical and artistic operation of the production. The Stage Manager will submit the prompt book to the Theatre at the end of the run of the production.

(E) Co-ordination and Communication

Work with the Director and coordinate and communicate with the heads of all other departments during rehearsals and after opening.

(F) Scheduling Set-Ups, Strikes, Take-Ins and Take-Outs

Schedule and control set-ups, strikes, take-ins and take-outs if required by the Theatre. If, on the final day of engagement, the Stage Manager is required to supervise the strike and take-out, he/she shall receive the regular overtime rate, according to Clause 1414 beyond 12:00 midnight. On tour, if the Stage Manager is responsible for set-ups and strikes, he/she must be present for same.

(G) Scene Change Rehearsals and Cuing Sessions

Be present at all scene change rehearsals and cuing sessions for the production which will come under the supervision of stage management during rehearsals or performances and shall attend production meetings as provided for in 4403(F).

(H) Record-Keeping

Keep such records as may be necessary to advise the Theatre, the Deputy and/or Equity on matters of company discipline and other business related to the rights and obligations of Equity members, such as, but not limited to, attendance, overtime, meal breaks, costume and photo calls, working environment health and safety.

(I) Maintenance of Artistic and Technical Intentions

Maintain, to the best of his/her ability, the artistic and technical intentions of the Director, Producer and Designer after opening, and upon approval of the Theatre, shall call rehearsals when necessary, and shall prepare Understudies, replacements, and Extras, when or if the Director or Producer is unavailable or declines this prerogative.

(J) Backstage Area

During performances, the Stage Manager is in sole charge of the backstage area, and if the physical arrangement of the theatre necessitates technical supervision from some area other than backstage, the Stage Manager will ensure that some member of the production staff is in the backstage area. (See Clause 4404.) In addition, the Stage Manager is in sole charge of cuing the movement of all scenic elements, technical elements, and performers.

(K) Health and Safety

Keep such records as are necessary and take all necessary precautions to see that safe and clean conditions exist both on stage and backstage as well as in rehearsal halls, and shall immediately advise the Theatre's designated representative if the health and safety provisions of this Agreement are not being maintained.

(L) Security

Implement provisions made by the Theatre for the security of personal property and notify the Theatre's designated representative when security provisions for Artist's valuables are not available/operable.

(M) Physical Welfare of Company Members

In the absence of a Company Manager the

Stage Manager shall be prepared to assist and advise members of the Company on matters relating to their physical welfare, and to this end shall, among other things, see that first aid supplies, listings of emergency services and medical advisors, and insurance and accident report forms are provided to the Artists.

(N) Delegation

Delegate any of his/her duties or authority to his/her staff as he/she feels necessary for the efficient running of his/her production, excepting that a person contracted as Stage Manager will be in the theatre and available throughout all performances. Such delegation to a member of Equity will require that person to be contracted as an Assistant Stage Manager.

(O) Production Stage Manager

When engaged as a Production Stage Manager be responsible and oversee the operation of the stage management department and may take upon himself/herself any of the duties and responsibilities listed above.

(P) Show Reports

During the rehearsal period communicate with the Theatre's designated representative about running times and any problems in the artistic or technical elements of the production. During performance this communication must be written and filed with the Theatre's designated representative in the form of a daily show report. The Stage Management show report shall be treated as confidential. Nevertheless, when an Artist receives a reprimand or complaint from the Theatre based on the report, the Artist has the right to access any portion of the report which may have **been the basis** for the reprimand or complaint, and the Stage Manager shall be so informed immediately.

(Q) Assistant Stage Managers

The Assistant Stage Managers will work under the direction of the Stage Manager and will fulfil all such tasks as are assigned by him/her. Assistant Stage Managers may never be solely in charge of a performance or a production (see Clause 4406(N)).

(R) Dressing Area

In accordance with Clause 1622, the Stage Manager has the authority to keep the Actors' dressing area free of all unnecessary personnel during any half-hour call or intermission.

4407. Prohibited Duties

Equity members of the stage management staff are not permitted to accept responsibility for:

(A) Fulfilling Duties of Union Members

Fulfilling the duties of union members whenever members of unions are engaged for a production.

(B) Fulfilling Duties of Theatre Management

Negotiating contracts, having riders signed or initialled, negotiating salaries or carry out any other function which is normally the duty of the Theatre. Under no circumstances shall stage management personnel be required to

execute the above functions on behalf of the Theatre with other Equity members. This does not preclude delivery of contracts and/or riders in a sealed envelope addressed to the individual Artist.

(C) Signing Closing Notices

Signing the closing notice of a Company or the individual notice of an Actor or any other member of a Company.

(D) Building Maintenance

Doing building maintenance, janitorial, or custodial work. This does not preclude the usual maintenance of rehearsal halls and stages as may be considered in some Theatres to be part of stage management duties to be completed during preparation time.

(E) Payroll

Doing the payroll or distributing payments (including but not limited to fees and expense allowances) except where such payments are delivered in a sealed envelope addressed to the individual Artist. In matters of finances, the Stage Manager is personally responsible only for items purchased out of his/her petty cash budget. The Stage Manager should, however, keep the Theatre informed of developments that may involve unexpected major expenses.

(F) Meals

Serving meals for the actors. However, at the discretion of the Stage Manager, stage management personnel may order and/or obtain meals for the actors, but shall not assume any personal financial commitment in this regard.

(G) Understudying and Performing

Understudying or performing on stage. Only in an emergency and with his/her consent may stage management personnel perform, for which performance he or she will be paid at the pro-rated applicable weekly performer's minimum rate in addition to his/her contractual fee. However, where there are two (2) Assistant Stage Managers under contract for a single production, then the second Assistant Stage Manager may perform and understudy, following the consent of Equity in advance, which shall not be unreasonably withheld. The part which he/she is to perform must be contracted for in advance of the first day of rehearsal for such productions.

4408. Other Duties

As the duties of stage management may differ from theatre to theatre, it is required that the theatre discuss these duties with the stage management personnel prior to signing the contract. Any other duties than those previously defined herein shall be contracted separately in writing and included as **a rider to the contract** and the Stage Manager and the Theatre shall be free to negotiate additional compensation for such other duties. This does not preclude stage management personnel from performing other duties in an emergency.

The Stage Manager may, at his or her discretion, use preparation time to accomplish such other duties as long as they do not interfere with the regular preparation duties. It is understood that if

these other duties cannot be accomplished within the regular work hours and/or during the preparation hours, then regular overtime shall apply.

Such other duties include, but may not be limited to, the following:

(A) Supervision of Animals

Any situation where Equity stage management personnel, in the absence of any other personnel appointed by the Theatre, is responsible for the care and feeding of any animal used in a production. This does not preclude the usual supervision required of stage management personnel when animals are involved in rehearsals and/or performances.

(B) Laundry Duties

Any situation where Equity stage management personnel, in the absence of a Wardrobe Mistress, are responsible for the collecting, washing, drying, ironing and/or maintenance of any costumes worn by an actor.

(C) Wig Maintenance

Any situation where Equity stage management personnel, in the absence of a hair stylist, is responsible for the setting, cleaning and general maintenance of any wig or hair piece worn by an actor.

(D) Props Repair and Purchasing

Any situation where Equity stage management personnel, in the absence of a technician or props department is responsible for the repair and purchase of properties.

(E) Running Props/Purchase and Preparation

Any situation where Equity stage management personnel, in the absence of a technician or props department is responsible for the purchase and/or preparation of food and beverage items for a production which require extraordinary preparation time.

(F) Company Management Duties

Any situation in which a Stage Manager, in the absence of a theatre representative or publicist is responsible for organizing major publicity events, arranging accommodation whether in or out of town, collecting any fees owed to the theatre, meeting and/or transportation of actors and/or goods at arrival or departure points.

(G) Other Stage Management Staff

Any situation in which a Stage Manager is required to supervise and schedule stage management staff other than the staff of the production the Stage Manager was originally hired to Stage Manage.

(H) Typing Scripts

Any situation where Equity stage management personnel are responsible for the typing of a full script or a major section of a script on a daily basis.

(I) Operating and/or Maintaining Pyrotechnics and Practical Guns

Should the Theatre require that stage management personnel take such responsibility, it is understood that the provisions of Clauses 1613(D) and 2217 shall apply.

4409. Additional Duties - Lights and Sound

Where the Theatre requires stage management personnel to operate lighting and/or sound boards in the absence of a lighting or sound technician, it shall be considered an additional duty and shall be contracted separately in writing and included in a rider to the contract. The Artist shall be compensated at the rate outlined in Clause 1404(A). This Clause shall only apply to productions presented at theatrical venues.

4410. Consultation on Selection of Stage Management Personnel

At the time of contracting, the Theatre will consult with the Production Stage Manager or the Stage Manager in the selection of stage management staff for positions not already contracted. The Production Stage Manager or Stage Manager shall have control over Apprentice Stage Managers' assignments on a production.

4411. Replacement of Crew Members

Whenever possible, when a non-union crew member is replaced in a non-emergency situation, he/she shall attend at least one performance prior to assuming the responsibilities required for the production. The Stage Manager must be informed at least one (1) hour prior to curtain of any emergency crew changes.

Notwithstanding any of the above, if crew replacements occur without the above conditions having been fulfilled, the Stage Manager shall have the right to delay the start of the performance until such time as he/she is confident that the replacement crew member, if responsible for aspects of the production that could affect the safety of the Artists, is properly prepared to fulfil his/her responsibilities. In such cases, the Stage Manager shall consult with the Theatre's designated representative should any delay to the start of the performance be necessary.

4412. Vehicle Use

If stage management personnel are required to use their own vehicles to transport goods or people for the Theatre, they will be compensated for mileage in accordance with Clause 2401(D). stage management personnel must obtain permission from the Theatre's designated representative before using their own vehicles for such purposes.

4413. Photo Calls

The Theatre shall consult with the Stage Manager prior to the setting of a shot list for photo calls in order that both parties are aware of the technical requirements of the photo call. In addition to the terms of Clauses 3201, the following shall apply:

(A) The Stage Manager shall be provided with a shot list at least twenty-four (24) hours in advance of any photo calls requiring the stage, costumes, properties, makeup and lighting effects. Should such notice not be provided, it is understood that the Stage Manager may delay the start of a photo call to change the proposed order of the shot list to accommodate the technical requirements. In such instances, the Theatre should be aware that such a delay could result in overtime.

(B) Photo calls requiring any or all of the following elements may not be scheduled on an extended rehearsal day unless the call is scheduled within the regular rehearsal hours:

the stage, costumes, properties, makeup, and lighting effects. (See Clause 3201.)

4414. Preserved Performances (Recordings and Broadcasts)

(See Clause 1416.)

(A) The following provisions will apply to all stage management personnel:

(1) Visual Recordings or Broadcast of a Production in Whole or in Part

(a) The Theatre shall pay the Stage Manager an additional payment of a minimum of two (2) weeks' contractual fee under the terms of the Artist's Equity Contract plus per diem if applicable, or two (2) weeks contractual fee at the Category "A" minimum compensation rate, plus per diem if applicable, whichever is the greater, whether or not the Stage Manager is engaged therein.

(b) The Theatre shall pay the Assistant Stage Manager a payment of a minimum of two (2) weeks' contractual fee plus per diem if applicable, under the terms of the Artist's CTA Engagement Contract, whether or not the Assistant Stage Manager is engaged therein.

(c) If the Artist is engaged in the Recording or Broadcast for more than two (2) days, the third and each subsequent day shall be paid for at no less than the equivalent of the ACTRA Principal rate for the Stage Manager and the ACTRA Actor's rate for the Assistant Stage Manager under the relevant ACTRA agreement under which the Recording or Broadcast is produced.

(d) These payments shall be contracted for by rider to the Artist's CTA Engagement Contract.

(2) Cast Albums (Audio Recording for Record or Sound Tape)

Should the Artist be engaged therein, or render any services whatsoever directly in connection with a recording, the Theatre shall pay the Artist an additional payment of a minimum of one (1) week's contractual fee plus per diem if applicable, under the terms of the Artist's CTA Engagement Contract. If the Artist is engaged in the Recording for more than one (1) day, the second and each subsequent day shall be paid for at no less than the equivalent of the minimum ACTRA rate under the relevant ACTRA Agreement under which the Recording is produced.

(3) Radio

The Theatre shall pay the Artist an additional payment of a minimum of one-seventh (1/7) of a week's contractual fee plus per diem if applicable under the terms of the Artist's CTA Engagement Contract, or the Theatre shall pay the Artist no less than the equivalent of the

minimum ACTRA rate under the relevant ACTRA Agreement, whichever is the greater, for any day on which the Artist is engaged in the Recording or Broadcast. These payments shall be contracted for by rider to the Artist's CTA Engagement Contract.

(B) No Artist may be required to take part in the Recording or Broadcast. If the Artist agrees to do so, the Artist shall be properly contracted for same and shall be free to negotiate a fee in excess of the minimum conditions specified herein, including royalty payment.

(C) No work to accommodate the Recording or Broadcast may take place on a two-performance day or on a free day.

(D) There must be a ten (10) hour rest period overnight. There must be a rest period of not less than two (2) hours prior to curtain time on a day on which there is one (1) theatrical performance. On a day when there is a matinee performance only, there must be a two (2) hour rest period following final curtain. Infringement of these provisions is to be paid for at the appropriate overtime rates in this Agreement.

(E) When a Recording or Broadcast as defined in Clause 4001 is made of a stage production which has closed, the stage management personnel who were last engaged in the stage production prior to the Recording or Broadcast must be paid in accordance with Clause 4414(A) above. They must be offered the engagement for the Recording or Broadcast in the event that the services of stage management personnel are required, failing which they shall be paid as if they had in fact been engaged for the Recording or Broadcast in accordance with Clause 4414(A).

(F) Promotion and Publicity

When by the provisions of Clauses 4015, 4101, 4102 payment under the provisions of Clauses 4005, 4006 is waived, payment for stage management personnel under the provisions of Clause 4414(A) is also waived provided that all stage management personnel receive the equivalent of any minimum payment required for Artists under the provisions of Clauses 4015, 4101, 4102 should their services be required.

4415. The following Clauses do not apply to stage management:

Clause No.

606 Auditions Code

1404 Additional Duties

19 Costume Fittings

21 Clothes and Make-Up

2907 As Cast

33 Understudies

34 Changes in Cast and Replacement of Actors

35 Part Cut Out

42 Directors

43 Choreographers

4711 Break After Arrival at Hotel

45. ACCIDENT AND SICKNESS INSURANCE

4501. Benefits are provided for Accidental Loss of Life,

76/c
74
999999
Limb or Sight (including Extraordinary Risks as defined in Clause 1613) and Loss of Income due to an accident or sickness for members of Equity engaged to a CTA Engagement Contract or any interim contract approved by Equity (Full details of the current policy are available from the offices of Equity). A rider stipulating an Extraordinary Risk must be included in the Artist's CTA Engagement Contract whenever an Artist is exposed to such risk. (See Clause 1613.)

4502. Premium

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999
(A) The Theatre shall pay ten dollars and eighty cents (\$10.80) per week or portion thereof per member engaged in Categories A, B, C, D and E, and nine dollars (\$9.00) per week or portion thereof per member engaged in Categories F, G and Theatre For Young Audiences.

(B) Notwithstanding the above, where a Theatre is contracting Artists under the provisions of Clause 54, it may elect to pay a premium of seven dollars and seventy-five cents (\$7.75) per week in instances where Vacation Pay and R.R.S.P. are not payable. (See Clause 54(C).) The Theatre will be invoiced at the rate specified in 4502(A) above but may return the invoice to Equity with payment adjusted to comply with this Clause accompanied by written notification that the adjustment is as provided for in Clause 4502(B).

4503. The terms and cost of this coverage and administration are subject to change at the end of each fiscal year (March 31st). The financial situation of the Plan shall be fully reviewed quarterly at meetings of the Joint Standing Committee. Any proposed changes to the terms of coverage, the structure and financing of the Plan, or the carrier, must be discussed and agreed upon at the Joint Standing Committee and ratified by the PACT Board and Equity Council.

46. VACATIONS

4601. Vacation Pay

For contracts with a duration of six months or longer, the Artist shall accrue vacation pay at the rates listed in Clause 1410 of this Agreement, every week of his/her engagement. For contracts with a duration of less than six months, vacation pay will be paid weekly, with the weekly contractual fee. After eight (8) months of continuous engagement on any contract of fifty-two (52) weeks, the Artist must have the opportunity to take a one (1) week vacation at a mutually acceptable time on provision of four (4) weeks' notice to the Engager, being compensated from the accrued vacation pay. Thereafter, the Artist may take a one (1) week vacation after each further six (6) months of continuous engagement on the same terms. The Artist shall receive his/her accrued vacation pay prior to any vacation period.

4602. Beginning of Engagement

An engagement, for the purpose of this Clause, shall begin on the first day of engagement as defined in Clause 2801 of this Agreement.

4603. Replacement

An Artist engaged to replace another on vacation may be engaged on condition that he/she shall not be called upon to rehearse less than one (1) week.

4604. Payment

The payment of the accrued vacation pay shall be made to the Artist upon the conclusion of his/he' Engagement Contract or the end of fifty-two (52) weeks' engagement or in accordance with 4601 above.

47. TOURING
Preamble

Whenever the Artist, while engaged by the Theatre, is required by the Theatre to rehearse, perform or travel outside the point of origin as defined in Clause 1615 for any day or part of a day, the Artist shall be considered to be on tour and the provisions of Clauses 1628, 1407 and 1408 shall apply.

4701. Fees

All fees are payable in the legal tender of Canada. In the United States, fees payable shall not be less than the applicable minimum fees established by Equity (US) from time to time. The applicable minimums shall be confirmed, in writing, by Equity to the Theatre, prior to the issuance of any contracts.

4702. Free Day

The Free Day on tour shall be governed by the provisions of Clause 1619.

4703. Hotel Reservations

(A) Whenever the Company performs away from the point of origin, the Theatre shall be responsible for securing hotel reservations and shall furnish a list of at least two (2) hotels, when available, offering accommodation at different price ranges. At least two (2) weeks prior to the departure date, the Theatre will submit this' list to the Company. Within one (1) week thereafter, the Artist must indicate his/her acceptance or his/her preference to arrange for his/her own accommodations. Unless the Artist notifies the Theatre of his/her acceptance of such accommodation, the Theatre shall be relieved of further responsibility. If the Artist has complied with this requirement, and does not receive accommodations upon arrival, he/she shall not be required to rehearse or perform until such accommodations are forthcoming. However, should circumstances beyond the Theatre's control make it impossible for the Theatre to provide such accommodations, the Artist shall not avail him/herself of this right. If the Artist refuses to accept the accommodation that he/she has requested and obtained through the Theatre, then the Artist shall be liable for only one (1) night's charges for said accommodation, if required by the Theatre, unless the Theatre can show proof that it is liable for more than one (1) night's accommodation, in which case the Artist shall reimburse the Theatre.

(B) The Theatre agrees that it will make every effort to obtain specially reduced hotel rates for multiple reservations wherever they are obtainable. Such responsibility shall extend to all Artists, regardless of race, colour, creed, or national origin.

(C) Due regard shall be given to obtaining such accommodations within a reasonable walking

distance from the theatre.

Accommodations secured by the Theatre must be safe, clean, and of a respectable nature and class, and they must be substantially as represented to the Artist when offered, failing which, alternative accommodation which meets these standards must be found, and the Theatre shall be liable for any resultant additional cost to the Artist. Where the Theatre disputes its liability under the provisions of this paragraph, it shall be relieved of payment of such additional cost until a determination of its liability has been made under the provisions of Clause 49.

4704. Travel

The Artist shall travel with the Company by such routes as the Theatre may direct. Travel time is deemed to be consecutive and all waiting periods between alighting from one vehicle and boarding another vehicle shall be part of travel time. The Theatre shall, at its own expense, transport the Artist when the Artist is required to travel. Should any performance be lost through any delays in travel, the loss of said performance shall not affect the Artist's contractual fee.

4705. Purchase of Travel Insurance

The Theatre agrees to purchase accident insurance on each Artist during said travel, having a value of no less than eighty thousand dollars (\$80,000.00) through special facilities and rates which are made available by Equity, or to provide the equivalent coverage through other facilities if available. Proof of such equivalent coverage shall be tiled with Equity.

4706. Health Insurance

The Theatre agrees to pay for health insurance for Artists on tour outside Canada. PACT and Equity agree to meet should the interprovincial rules governing universal health insurance coverage in Canada change.

4707. Route Sheet

The Theatre shall submit to Equity, and the Deputy(s) of the Company a route sheet (on a form provided by Equity) which shall contain places of performance, mileage between cities and estimated hours of travel. Said route sheet shall be submitted at least one (1) week prior to the commencement of the tour. Subsequent route sheets shall be submitted to Equity and the Deputy(s) as further bookings are arranged. (See Clause 1401(C).)

4708. (A) Return to Point of Origin While Under Contract

When an Artist remains under contract and is returned to the Point of Origin following an overnight tour, he/she shall receive the applicable payments provided for in Clause 1408.

(B) Return to Point of Origin After Contract Expired

Should an Artist's contract expire while on tour, he/she shall be returned to the Point of Origin on the following day and shall receive one-seventh (1/7) of his/her weekly contractual fee plus the applicable meal allowances provided for in Clause 1408.

(C) Other Means of Transportation

In the event that the Artist chooses not to

accept the Theatre's designated means of transportation (consistent with the Artist's contract), the Theatre will pay the Artist the same meal allowance or per diem he/she would have received if he/she had travelled by the Theatre's designated means of transportation. (See Clauses 1407 or 1408.)

(D) All the provisions of this Agreement will be in full force and effect while returning the Artist to the Point of Origin and his/her place of residence.

4709. Travel by Artist Separate from Company

When the Artist travels separately from the remainder of the Company, at the requirement of the Theatre, he/she must be provided with accommodation equivalent to those of the rest of the Company at all times.

4710. Transportation Between Accommodation and Theatre

In every case where the Theatre is situated more than one-half(%) mile from the hotel, the Theatre will provide and pay for reasonable transportation to the Theatre and back to the hotel after the performance. The provisions of Clause 2405 shall apply.

4711. Break After Arrival at Hotel

The Artist shall not be required to rehearse 'or perform any service for the Theatre until three (3) hours after arrival at hotel, except in the case of replacements or emergencies. When transportation is directly to the Artists hotel, and travel time does not exceed three (3) hours from point of departure, two (2) hours shall comprise the aforesaid rest period.

4712. Break Between Calls

In no case shall there be less than one and one-half (1½) hours between the end of the previous rehearsal or performance and "half-hour" or the Artist's next call. If a previous rehearsal or performance (or arrival in town) is less than one and one-half (1½) hours prior to the "half-hour" or the Artists next call, the Theatre will arrange to serve a full meal and such meal shall be paid for by the Theatre.

4713. Closing Away From Point of Origin

If the Company closes away from the point of origin, the Theatre may, at the Artist's option, and if the Artist has a bona fide reason, return him/her to the point of origin prior to returning him/her to his/her place of residence.

4714. Baggage on Tour

On tour the Theatre shall be responsible for the transportation of up to three (3) large suitcases (or equivalent), acceptable to the means of transportation available, to a maximum of 150 pounds in total.

(A) Transfer at Point of Origin

The Theatre shall be responsible for either transporting or paying the cost of transporting the Artist and his/her baggage to and from the terminal, or to the point of departure and from the point of return. Reimbursement of expense incurred by the Artist shall be made in the week said expense is incurred upon presentation of receipts.

(B) The Artist's baggage shall be readily available to him/her on a daily basis.

4715. Air Travel

The Artist may travel by airplane subject to the following conditions:

- (A) Should the Artist be unwilling to travel by air, he/she must advise the Theatre before signing the engagement contract. All flights shall be on regularly scheduled airlines, or, with special permission, on a chartered flight or military aircraft, such permission by Equity will not be unreasonably withheld.
- (B) Air travel time shall be computed from the time of call for departure from the organized point of departure until time of arrival at destination (hotel or Theatre) and is to include travel to and from airports, all waiting time at terminals, flight time and stop-over time, and all delays of any nature whatsoever, however caused, except that there shall be a one (1) hour tolerance for delays caused by inclement weather, mechanical failure, delays in departure of commercial carriers, or other conditions over which the Theatre has no control, including time lost going through customs and immigration at international borders. Tolerance for delays in excess of one hour for the above reasons may be permitted. The reasons for the delay shall be filed with Equity and PACT and shall be subject to the provisions of Clause 4721.
- (C) Travel by air shall not be scheduled between midnight and 8:00 a.m., except under conditions beyond the Theatre's control. Details of such conditions shall be filed with Equity and PACT in advance, and the scheduling of such travel shall be subject to the provisions of Clause 4721. Where the total air travel time exceeds six (6) hours on a single performance day, or eight (8) hours on a non-performance day, the Artist shall receive the appropriate overtime payments as defined in Clause 14. Where more than two (2) time zones are crossed in travel, rehearsals or performances on the same day must be arranged with Equity in advance; otherwise, the Artist shall not be required to rehearse or perform. Travel by air on a two performance day is not permitted.
- (D) Should departure by airplane be cancelled, adequate accommodation shall be provided to each Artist including hotel room between 12:00 midnight and 8:00 a.m. If the hotel room is not provided free of charge by the airline, the Artist shall not be required to pay for such hotel room if by so doing he/she would be required to pay for two (2) hotel rooms within a single span of twenty-four (24) hours. The Theatre shall make every possible endeavour to provide such accommodation. If the airline and/or the Theatre fail to provide such accommodations to the Artist where it is evident that they could have been provided, then the Theatre shall pay the Artist at the overtime rate provided for in Clause 1414. Stop-over time ceases when a hotel room is provided as above (between midnight and 8:00 a.m.) but will recommence if a travel call is given before 8:00 a.m. If the journey

recommences before 8:00 a.m. at the requirements of the Theatre and not due to the airline's rescheduled departure, the Theatre shall pay each Artist at the overtime rate provided for in Clause 1414 up to 8:00 a.m. When a flight is chartered by the Theatre, the make-up kits will, whenever possible, be carried on the same plane as the Artists. Scenery and other equipment will not be carried in the passenger section of the plane if it is of a nature and size that will cause discomfort or danger to the Artists.

- (E) There shall be an interval of at least eleven (11) hours between the arrival at the hotel and the next day's call for departure.

4716. Rail Transportation

- (A) Day coach transportation is limited to ten (10) hours on a non-performance day, and six (6) hours on a one performance day. Travel in excess of these hours is subject to the overtime rate provided for in Clause 1414. If the schedule requires transportation between 12:00 midnight and 8:00 a.m., first class sleeping accommodation (roomette or bedroom if available) shall be furnished to each Artist. No travel is permitted on a two performance day.
- (B) Should first-class sleeping accommodations not be obtained, where they would normally be available; the Theatre shall pay the Artist an amount equal to -the difference between the cost of coach transportation and the cost of individual first-class sleeping accommodations.
- (C) Travel time shall be computed from one-half (½) hour prior to the scheduled departure time of the train.

4717. Commercial Bus Transportation (Non-Charter)

- (A) Where the total commercial bus travel time exceeds:
 - 2 hours on a 2-performance day
 - 6 hours on a 1-performance day
 - 8 hours on a non-performance daythe Artist shall receive the appropriate overtime payment as defined in Clause 1414. No more than two (2) hours of scheduled overtime travel is permitted, except under conditions beyond the Theatre's control. Details of such conditions shall be filed with Equity and PACT in advance and the scheduling of such travel shall be subject to the provisions of Clause 4721.
- (B) Daytime travel shall be limited to ten (10) hours. Night travel by commercial bus between the hours of 10:00 p.m. and 7:00 a.m. is prohibited except under conditions beyond the Theatre's control. Details of such conditions shall be filed with Equity and PACT and shall be subject to the provisions of Clause 4721.
- (C) Travel time shall be limited to thirty-eight (38) hours per week.
- (D) Travel time shall be computed from one-half (½) hour before the time the bus is scheduled to leave.
- (E) There shall be an interval of at least eleven

(11) hours between the final curtain, on any one night, and the bus call for the next day's travel. In the case of consecutive days being completely devoted to travel with no performances there shall be an interval of at least eleven (11) hours between the termination of one (1) day's bus journey and the beginning of the following day's bus journey.

- (F) Travel time shall not include time lost due to accidents on the road or other unforeseeable conditions.
- (G) Upon arrival at the destination, the Theatre will provide and pay for immediate transportation by private vehicle to the Artists hotel and to the bus station from the hotel for subsequent travel on the tour.

4718. Private or Charter Bus Transportation

All bus travel shall be made under the following Clauses:

(A) Routing

The Theatre shall submit to Equity a detailed routing of any proposed bus tour based on the following schedule of maximum hours per each day of travel:

Double Performance Days: 2 hours

Single Performance Days: 6 hours

Non-Performance Days: 8 hours

Travel time shall be limited to thirty-eight (38) hours per week.

- (B) An appointed representative of the Theatre shall travel with the Company on the bus at all times. The Theatre's representative will keep the bus log which will contain at least the following: departure and arrival times (each hotel), comfort stop times, meal stop times. The Deputy will initial the log daily, verifying the figures entered if in agreement with same.

(C) Comfort and Safety

The Theatre agrees that the bus shall be equal in comfort, conditions and safety to those used by first-class long distance commercial bus companies, and that it shall be equipped with heat, air conditioners, separate luggage quarters, ashtrays, washroom and a seat for each Artist. The distance between seats shall be no less than thirty-one (31") inches. The bus shall be thoroughly cleaned each day, and the driver will be responsible for the loading and unloading of all luggage. The Theatre's contract with the bus company shall permit the Theatre to cancel the contract, if the above-stipulated conditions are not met. The Theatre shall instruct the driver to obey all traffic regulations, and speed and safety rules.

- (D) Travel time shall commence and be computed from the time the bus is scheduled to leave. The Artist shall be prompt and punctual for all bus calls and shall make his/her baggage available for loading at least fifteen (15) minutes prior to the scheduled departure time. If an Artist is responsible for a delay at any time, such delay shall not be counted as part of the travel time of the Company. The Theatre may, for the convenience of the Company, schedule pickup at a second hotel, in which event travel time shall commence

from the scheduled departure from the second pickup. Computation of travel time shall end upon arrival of the bus at the first hotel in the town of destination.

(E) Overtime Travel

If the applicable travel time set forth in Section (A) above is exceeded, the Theatre shall pay each Artist involved the appropriate overtime payment as defined in Clause 1414 for overtime travel, up to two (2) hours of overtime. No more than two (2) hours of scheduled overtime travel shall be permitted except under conditions beyond the Theatre's control. Details of such conditions shall be filed with Equity and PACT in advance and the scheduling of such travel shall be subject to the provision of Clause 4721, and compensation shall be paid at not less than double the usual hourly overtime rate. Payment of any overtime due shall be included with the fee payment of the week following the week during which the overtime travel has occurred.

- (F) Travel time shall not include time loss due to accidents on the road or other unforeseeable conditions, or time lost by inspections by Federal or Provincial Officials, or in going through Customs at International Borders. Should there be more than three (3) breakdowns in a one (1) month period, Equity shall have the right to require the Theatre to furnish a different bus.

- (G) There shall be a minimum of one (1) comfort stop of at least ten (10) minutes during each (2) hours of travel. The first ten (10) minutes of such comfort stops shall be deemed part of the travel time. Time beyond the first ten (10) minutes, if any, shall not be deemed part of the travel time.

- (H) Within the first four (4) hour travel period, there shall be a meal stop of not less than one (1) hour. After this first stop, meal stops shall occur at intervals not to exceed five (5) hours. If the trip does not commence until after twelve (12) noon, the first meal stop need not occur for five (5) hours. The actual time utilized for such meal stops shall not be considered part of the travel time.

- (I) The bus, upon arriving at its destination, will immediately deliver the Artists to their hotels. In every case where the theatre is situated more than one-half(W) mile from the hotel, the bus will transport the Artist to the theatre, and return them to the hotel after performance or the Theatre will provide and pay for other transportation by private vehicle in lieu of this. However, where it is reasonable and convenient, public transportation may be used. The bus shall leave the theatre when all Artists are ready to be transported to the hotel(s). The time of the bus departure shall be no later than forty-five (45) minutes after the final curtain. Should the Theatre delay the departure of the bus from the theatre beyond forty-five (45) minutes the actual departure time of the bus shall mark the beginning of the time for the required rest period. Where the Artist is required by the Theatre to travel

separately from the rest of the company to and from the theatre the Theatre shall supply said transportation.

- (J) There shall be an interval of at least eleven (11) hours between the arrival at the hotel and the next day's call for departure.
- (K) Night travel by private or charter bus between the hours of 10:00 p.m. and 7:00 a.m. is prohibited except under conditions beyond the Theatre's control. Travel after 10:00 p.m. is permitted in order to transport the Artists back to the Point of Origin following an evening performance on a local (not overnight) tour. Travel from the performance venue to the Theatre in the Point of Origin (or mutually agreed drop-off point) is limited to one hour and arrival must be prior to midnight. In such an instance, there shall be an interval of at least eleven (11) hours between the arrival at the Theatre in the Point of Origin (or mutually agreed drop-off point) and the Artist's next call. (See Clause 2405.)

4719. Use of Other Vehicles

Where the Theatre wishes to use a vehicle other than a bus as outlined in Clause 4718(C) it shall submit a proposal to Equity describing said vehicle. Should the proposal be accepted by Equity the following conditions shall apply:

(A) Mechanical Certification

The Theatre agrees that the vehicle used to transport Equity members shall be in first class mechanical condition, to be attested to in writing by a licensed mechanic or provincial Department of Transport. A copy of this certificate shall be filed with Equity prior to the commencement of the tour.

(B) Seating

In passenger vans, station wagons, and automobiles, there may be more than two persons to each row of seating only where the seat is large enough to accommodate that number in reasonable comfort.

The maximum number of passengers shall be no more than the number of seat belts installed in the vehicle.

(C) Luggage and Equipment

Luggage and equipment is to be safely stowed within the vehicle provided it does not cause inconvenience to the passengers and does not obstruct or restrict the driver. No luggage or equipment shall be carried on the roof of a vehicle unless it is safely loaded, secured, and covered.

(D) Snow Tires

Snow tires shall be used at all times during winter travel.

(E) Vehicle Maintenance

The Stage Manager and/or one of the drivers will be responsible for seeing that the safety of the vehicle is properly maintained according to a checklist supplied by the Theatre.

(F) Drivers

Where a professional driver is not used, an Equity member may agree to drive on the following conditions:

- (1) His/her fee shall be no less than twelve dollars (\$12.00) per day or part thereof when required to drive, in addition to the

fee paid for the performance of the Artist's duties as a performer or Stage Manager.

- (2) All Companies touring under the provisions of this Clause will have two designated drivers per vehicle.
- (3) Each driver must be properly licensed to drive the vehicle involved according to the provincial regulations of the Theatre's point of origin. However, in those provinces where a standard drivers or operator's license is sufficient to satisfy provincial regulations, the driver must be licensed according to the next level of proficiency. However, where provincial regulations would appear to prevent compliance with this Clause, the Theatre may refer the matter to Equity and PACT for a determination.
- (4) No driver may drive unless he/she has had an overnight rest period of 11 hours.
- (5) No driver may drive more than three (3) consecutive hours per day, excluding rest stops and meal breaks.
- (6) A rider shall be negotiated and attached to the Artist's contract specifying that driving is a part of the Artist's duties and the terms and conditions which apply.
- (7) Equity may require the immediate replacement of any driver who is deemed by consensus of the Company to drive in an unsafe manner.

(G) Road Conditions and Weather

When weather conditions indicate that travel could constitute a danger, the Stage Manager and Deputy together shall obtain a road/weather report from the police or Department of Transport in advance of inter-city travel. When such reports advise against travel, the Stage Manager and the Deputy together have the right to cancel or postpone travel until conditions improve. Such decision shall be taken where possible in consultation with the Theatre. Other than as amended within this Clause, the provisions of Clause 4718 apply.

4720. Automobile Transportation

Where the Theatre requests the Artist to use his/her car for the use of the Theatre and where the Artist agrees to such use, the Artist shall be paid a mutually agreeable fee. Such agreement shall be expressed by means of a rider to the Artists contract.

- 4721. Where Equity or the Artist disputes the Theatre's assertion of conditions "beyond its control" or its qualifications for a tolerance for delay, as provided for in Clause 47 above, Equity shall have the right of initial determination. In said initial determination Equity may refuse the Theatre's assertion and may require such payments to the Artist as are provided for in this Agreement.

48. OVERSEAS RIDER

If the Theatre wishes to present the Company outside of Canada and the Continental United States, arrangements must be negotiated between Equity and the Theatre in advance, in writing. Such arrangements shall constitute an Overseas Rider

to each standard contract, and will set forth the amendments to the terms and conditions of this Agreement which shall apply to such tours.

Negotiations for overseas arrangements must take place within ten (10) business days of Equity's receipt of the Theatre's proposal.

Where the Theatre and Equity cannot agree to the per diem to be paid the Artist for an Overseas Tour the Theatre may have recourse to the provisions of Clause 49. In that event a determination must be arrived at no less than seven (7) days prior to the commencement of the tour, failing which Equity's determination shall prevail.

49. DISPUTE RESOLUTION

The parties hereto agree to adhere to and be bound by the following. Except as provided hereinafter, this clause shall be subject to and construed by the laws of the Province in which the Theatre has its point of origin.

4901. Disagreement Over Interpretation

When the Theatre and Equity are in disagreement over the interpretation and application of this Agreement, then Equity's interpretation shall prevail. However, either of the parties may request within five (5) business days a meeting to discuss this disagreement. Both parties shall meet within fourteen (14) days of the request being received, or on a mutually agreed date. At such meeting, either party may have whomsoever they wish in attendance, provided that each party is represented by an equal number, such number to be mutually agreed upon between the parties. At such meeting, both parties shall endeavour to settle the disagreement amicably. Following this, if the matter is not resolved to the satisfaction of the Theatre, then the Theatre may appeal to the Equity Council for reconsideration of the initial interpretation.

4902. Joint Standing Committee

- (A) Following this, if the matter is not resolved to the satisfaction of the Theatre, the Theatre shall within fourteen days inform PACT and Equity in writing of its desire to present the matter to the Equity/PACT Joint Standing Committee.
- (B) A meeting of the Joint Standing Committee shall be arranged within fourteen days of the filing of the request for the meeting.
- (C) The Theatre and Equity shall submit their respective positions in writing to the Joint Standing Committee at least seven days prior to the said meeting.
- (D) The Committee shall hear the claim and shall have the right to call such witnesses or obtain such evidence as is deemed necessary. The Committee may only sit if an equal number of PACT and Equity representatives are present (minimum of 3 from each Association) and if the same individual representatives are present throughout the deliberations. Additionally, the Executive Directors of PACT and Equity or their designated representatives must attend each meeting of the Committee. They will have voice but no vote.
- (E) The Committee shall be empowered to attempt to reach a compromise between the two parties, or to find for either party by

majority decision. The Committee shall submit any compromise or decision, in writing, to Equity and PACT. Such compromise or decision shall be final and binding on all parties. The Committee shall attempt to resolve the issue at the original meeting, however, the Committee may, by majority vote, decide to hold further meetings, or hearings on a particular claim. Should the Joint Standing Committee find for either party it shall have authority to direct payment including interest and costs where applicable to said party, retroactively where necessary, in the amount and to the extent that the Joint Standing Committee considers necessary in its decision to render said party proper redress.

(F) The Joint Standing Committee shall not have the power or authority to amend, modify, add to, or delete any provision of this Agreement or any part thereof.

(G) Equity and PACT shall establish the Rules and Procedures to be followed by the Joint Standing Committee for the consideration of matters brought before it under the provisions of this Clause 49. These Rules and Procedures must be established before any matter can be referred to the Joint Standing Committee under the provisions of this Clause and shall be the Rules and Procedures to be used throughout the term of this Agreement, except as they may be specifically modified as agreed between Equity and PACT from time to time.

(H) Should the Joint Standing Committee be unable to reach a compromise, or find by majority decision, then either party may within fourteen days of the final meeting demand arbitration.

4903. Arbitration

If either party does not demand arbitration within the said two (2) weeks, then it is agreed that the Theatre shall be bound by the ruling of Equity and shall carry out the terms of the ruling.

4904. Equity to Act for Members

Equity shall represent and act in the place of the members of Equity in these arbitration proceedings.

4905. Demand for Arbitration

A demand for arbitration shall be given by the party demanding arbitration to the other party by sending notice in writing by registered mail or by telegram, return receipt requested to the other party at his/her last known business or residence address.

4906. Notice

A notice of demand for arbitration shall set out the matter in dispute and the relief claimed.

4907. Appointment of Arbitrator

The parties shall agree on an arbitrator as soon as possible after the sending of the demand for arbitration and if no agreement on the appointment of an arbitrator can be reached, then they, or either of them, shall request the Minister of Labour of the Province in which the arbitration is to take place to appoint an arbitrator.

4908. Hearings

The arbitrator shall appoint a date and time for a hearing of the matter in dispute and both parties

may appear and may call witnesses and may give such evidence as they deem just and proper.

4909. Binding Nature of Arbitration

The parties hereto agree to be bound by and to comply forthwith with the findings, rulings and time limits set forth by the arbitrator so appointed,

4910. No Recourse to Court of Law

The parties to this Agreement agree that no recourse shall be had to a court of law by either party unless and until the other party has failed to comply with these arbitration procedures.

4911. No Modification of Agreement

Nothing herein contained shall be deemed to give the arbitrator the authority, power or right to alter, amend, change, modify, add to, or subtract from, any of the provisions, of this Agreement.

4912. Artist's Failure to Comply

Where the member of Equity fails to comply with these arbitration procedures then Equity may discipline the member in accordance with the disciplinary procedures set out in Equity's Constitution and By-laws.

4913. Theatre's Failure to Comply

Where the Theatre fails to comply with these arbitration procedures then Equity may declare that the Theatre has committed a breach of this Agreement and Equity may:

(A) Allow no Equity member to be engaged or to continue to be engaged by the Theatre;

(B) Require the Theatre to pay forthwith all Equity members withdrawing from their engagement:

(1) all monies accrued and owing to the member, and

(2) for liquidated damages, an amount equal to all monies that would be payable to the member if the terms of the Agreement were completed, provided that no amount for liquidated damages shall be less than an amount equal to two (2) week's fee.

(C) Deduct forthwith from any security posted by the Theatre the monies payable under Clause 4914(B).

4914. Expenses

The arbitrator's compensation and expenses shall all be borne equally by the parties.

50. MILITARY SERVICE AND JURY DUTY

If the Artist is called to report for Military Service or Jury Duty, the Artist may terminate his/her CTA Engagement Contract without penalty by giving the Theatre as much notice as the circumstances will permit. The Theatre agrees to pay the Artist's return transportation, and the Artist shall not be obligated for the payment of the transportation of his/her successor.

51. JOINT PRODUCTION

The provisions of Clause 51 shall apply if the following condition is met. The Theatre must hold open auditions for the season or the Joint Production for Equity members in each of the locations to be governed by this Clause. Where it can be demonstrated, in agreement with Equity, that the available membership in a location is insufficient to warrant such auditions, auditions in the nearest location where the available membership is sufficient may be substituted.

5101. (A) Information Letter

Before engaging any Artist for a Joint Production, the two (2) Theatres involved in presenting the Joint Production must provide Equity and PACT with a co-signed letter giving information about the Joint Production, i.e. title, rehearsal schedule, performance dates, hiatus dates (if applicable), travel days, security arrangements and the proposed category for the production.

(B) Conversion to a Joint Production

(1) However, it is recognized that circumstances may exist where a production may be designated a Joint Production after contracts with Artists have been signed with one (1) Theatre. In such circumstances, the two (2) Theatres shall present to Equity a proposal for presentation of the production in the second location. Should Equity agree to the proposal, the Artists shall be advised of this either in writing or after beginning rehearsals at a Company meeting and shall be given full information about the Joint Production, including performance dates and name of second Theatre. When a production is subsequently designated a Joint Production, all involved Artists shall be offered the option of continuing with the production in the second point of origin.

(2) CTA Engagement Contracts with all Artists who agree to appear in the production in the second point of origin shall be re-negotiated, including those Artists who have already negotiated a fee in excess of the applicable minimum Joint Production fee. In no case, may the Artist's contractual fee for the Joint Production be less than the fee originally negotiated for the initial production at the first Theatre.

(3) Where a production is designated a Joint Production in accordance with Clause 5101(B)(1) above, then the basis for negotiation shall be the appropriate minimum fee stipulated in Clause 5102 below, applied on a retroactive basis to the beginning of the Artist's CTA Engagement Contract. CTA Engagement Contracts shall be executed in accordance with Clause 5104. Should the provisions of this Clause apply there may be no hiatus (see Clause 5107).

(4) Should the Artist elect not to continue with the production in the second point of origin:

(a) his/her contract may not be terminated by the Theatre for this reason prior to the end of the originally scheduled engagement (inclusive of any extensions) in the first point of origin;

(b) the minimum fees required in Clause 5102 and/or retroactive payments required in Clause 5101(B)(3) above, shall not apply.

(5) Replacement Artists

After the conclusion of a Joint Production, and with application to and agreement of Equity, Replacement Artists may be engaged under the following terms. An Artist replacing another Artist who has terminated his or her contract, or is replacing an Artist who has refused an offer to extend his or her engagement with the production, who is engaged after the latest anticipated closing date of the Joint Production, including options as outlined in 5101(A), may be engaged under the terms of Clause 1406 at the category of the Theatre at which the production is taking place, provided that the Theatre has become the sole producer of the run extended beyond the anticipated closing date and provided that the run takes place at that Theatre's point of origin. Otherwise, the provisions of Clauses 1407 and 1408 shall apply. Should the production move to another location, the provisions of Clauses 1407 and 1408 will apply to that Artist.

5102. (A) Minimum Weekly Fee for a Joint Production 1995/96

ACTOR		Production Plays Second In						
		A	B	C	D	E	F	G
	A	\$800.09	\$766.15	\$730.05	\$698.24	\$674.87	\$659.02	\$640.00
	B	761.90	757.66	715.20	687.63	662.14	650.57	631.56
Production	C	710.97	706.71	696.10	670.64	643.04	631.56	608.31
rehearses	D	670.64	662.14	651.54	636.66	611.21	597.75	574.55
and plays	E	634.56	626.09	615.44	600.61	588.37	574.55	553.38
first in	F	602.55	596.17	583.73	569.11	562.82	547.63	524.59
	G	562.82	554.43	546.08	527.25	526.76	503.90	465.91
PRODUCTION		Production Plays Second In						
STAGE MANAGER		A	B	C	D	E	F	G
	A	\$1160.74	\$1111.32	\$1059.20	\$1013.47	\$979.62	\$956.76	\$928.41
	B	1103.50	1097.25	1035.76	995.64	959.11	942.16	914.53
Production	C	1033.03	1026.75	1011.05	973.89	934.20	917.31	883.50
rehearses	D	972.59	960.23	944.79	923.15	886.05	866.77	833.72
and plays	E	918.66	906.30	891.01	869.17	850.98	831.32	800.74
first in	F	869.53	866.17	848.13	826.75	817.38	795.35	761.93
	G	813.51	801.23	788.96	762.13	746.51	728.09	673.15
STAGE MANAGER		Production Plays Second In						
		A	B	C	D	E	F	G
	A	\$1039.55	\$995.32	\$948.63	\$907.67	\$877.36	\$856.87	\$831.47
	B	990.51	984.91	929.70	893.69	860.91	845.70	820.90
Production	C	926.61	920.56	906.91	873.57	837.86	822.81	792.51
rehearses	D	841.62	830.91	817.57	798.85	766.75	750.05	721.29
and plays	E	792.78	782.10	768.91	750.07	734.36	717.40	691.00
first in	F	747.67	744.80	729.29	710.91	702.86	683.90	655.17
	G	672.05	661.88	651.75	629.61	616.68	601.46	556.07
ASSISTANT		Production Plays Second In						
STAGE MANAGER		A	B	C	D	E	F	G
	A	\$822.76	\$787.75	\$750.78	\$718.37	\$694.39	\$678.18	\$658.07
	B	781.51	777.11	733.53	705.14	679.25	667.26	648.70
Production	C	732.66	727.87	717.07	690.73	662.57	650.59	626.63
rehearses	D	670.68	662.16	651.83	636.59	611.04	597.70	574.79
and plays	E	634.77	626.21	615.66	600.56	587.98	574.40	553.28
first in	F	598.65	596.35	583.94	569.21	562.76	547.59	524.57
	G	536.72	528.60	520.48	502.83	492.51	480.35	444.10

(B) Accommodation

The Theatre agrees to furnish the Artist with a list of at least two (2) places of accommodation in the second, third and fourth venues, when available, offering accommodation at different price ranges, in advance of signing the contract.

5103. Contract Information

An Artist offered a contract for a Joint Production must be provided with the names of the Theatres involved, the starting date of the rehearsals and the proposed schedules (including travel days, the free day referred to in Clause 5106 and the date of the first public performance in each Point of Origin) for the duration of the Joint Production including any scheduled hiatus if allowed (see Clause 5107).

5104. Working In Town and On Tour

The Artist will be engaged on a single contract covering the period of the Joint Production. The two (2) Theatres involved in presenting the Joint Production must both sign the Artist's contract, and the Artist shall be considered to be working in town when rehearsing or performing at the first point of origin and shall be considered to be on tour when proceeding to and at the second point of origin, except that fees paid in both locations shall be not less than the minimum fees stipulated in Clause 5102. In the event that there are any further performances outside the two original points of origin, then these performances shall be considered to be in a touring situation, and all standard touring conditions shall apply (Clause 47), with the exception of fees, which will be determined by the higher of the first two Theatre's points of origin, and shall be in accordance with Clauses 1406 and 1407.

5105. Transportation

The Theatres of the Joint Production shall, at their own expense, transport the Artist from his/her place of residence to the first Theatre's point of origin and from the second Theatre's point of origin return the Artist to his/her residence according to Clause 2401. Transportation will also be provided at no expense to the Artist between the two (2) Theatre's points of origin. However, the Theatres shall not be responsible for transportation payments in the event the Artist chooses to travel at a time, or by means, other than that provided by the Theatre.

5106. Free day Between Points of Origin

The Artist shall have at least one (1) day free of any obligation to the Theatre between the close of the production at the first Theatre's point of origin, and the first performance at the second Theatre's point of origin.

5107. Hiatus

There shall be no more than one unpaid one (1) week hiatus between the end of performances at any one of the Theatre's points of origin and the start of rehearsals and/or performances at the subsequent Theatre's point of origin. All other hiatuses shall be paid. Exact travel dates and the exact dates for any hiatus will be clearly set down as a rider in the Artist's CTA Engagement Contract. The Theatres agree that when such a hiatus takes place they will pay to all Artists whose place of residence is different from the first point of origin:
(A) The cost of transportation to the Artist's place

of residence and thence to the second point of origin in the same manner as provided for in Clause 2401.

(B) One-seventh (1/7) of the Artist's weekly contractual fee for any day spent in travel to and/or from the Artist's place of residence unless the Artist arrives at his/her residence prior to 6:00 p.m. in which case payment shall be according to Clause 1628(A).

Should the Theatres elect to pay the Artist his/her contractual fee during such hiatus, Clauses 5107(A) and (B) shall not apply, but the Artist shall be free to leave the point of origin during such a period.

Nevertheless, the Artist has no obligation to the Theatre during any unpaid hiatus period set down in the Artist's CTA Engagement Contract.

Artists engaged on Run-of-the-Play CTA Engagement Contracts and Guaranteed CTA Engagement Contracts must be paid during the hiatus period. Should there be a hiatus of less than a full week the Artist shall be paid 1/7 of his/her contractual fee for each day of work.

Following the end of the one week, all Artists must be returned to full contractual fee. In a case when the provisions of Clause 5101(B) apply this Clause 5107 shall not apply and there shall be no hiatus.

5108. Rehearsals

Rehearsals scheduled for a Joint Production in the subsequent Theatres' points of origin shall conform to the conditions stipulated in Clause 1809, except that the four Extended Rehearsal Days allowed for in Clause 1803 may be used in any combination in the two, three or four points of origin.

5109. Stage Management

(A) The Stage Management responsibilities for the Joint Production may be transferred from the Stage Management personnel in one point of origin to the Stage Management personnel in a subsequent point of origin (see Clause 4402). If Stage Management personnel is required to travel during any transfer of responsibilities, said personnel shall be considered to be on tour, and shall be paid the per diem provided for in Clauses 1407 and 1408.

(B) Alternatively, the stage management personnel may be engaged for the Joint Production's rehearsal period at all Theatres, in which case the minimums established in 5102 shall apply from the date that stage management personnel begin work on the production (no later than its first rehearsal) and, in the case of Stage Manager, one week prior to the beginning of rehearsal.

(C) The stage management staffing requirements for the production will be established by the highest of the categories involved in the Joint Production.

5110. Breaches

In the event that a breach of this Agreement arises out of the Joint Production by one or more Theatres, all Theatres, as signatories to the engagement, shall be held equally responsible, and all Theatres shall deal with the consequences.

5111. Directors and Choreographers

(A) The Director's or Choreographer's minimum fee for directing/choreographing a Joint

Production will be not less than the applicable minimum fees at the first point of origin. However, the Director and the Choreographer will receive royalties for use of his/her production/choreography at the second point of origin, which royalties shall in no case total less than thirty percent (30%) of the applicable minimum Director/Choreographer's fees at the higher of the first two points of origin.

The Director's or Choreographers royalty specified in Clauses 4206 and 4307 shall apply from the eleventh week of performance.

- (B) When a Director and/or Choreographer is required for duties outside of the original point of origin, the additional dates "on tour", the negotiated mode of transportation to and from the subsequent points of origin and the negotiated provisions for accommodations shall also be specified by means of a rider to the Artist's engagement contract.

If the Director or Choreographer is required for duties at the second point of origin, a separate fee commensurate with the work to be done will be negotiated and specified by means of a rider to the Artist's contract.

However, if a Director or Choreographer is required for duties at the third or subsequent points of origin, the separate fee to be negotiated and specified by means of a rider to the Artist's contract shall not be less than the daily rate provided for in Clause 4204(C) for Directors and Clause 4305 for Choreographers.

Clause 4705 shall apply.

The Special Category for Director's or Choreographer's rates may not apply.

5112. PACT and Equity acknowledge that there may be circumstances that arise during the term of this Agreement that would be addressed by co-production agreements adapted from the Transfer Rider utilized by Actors' Equity Association and the League of Resident Theatres. Should the use of a similar rider be requested during the term of this Agreement, Equity and PACT undertake to negotiate the terms and conditions of such a rider, in good faith, in a timely fashion.

52. THEATRE FOR YOUNG AUDIENCES

Preamble

A Theatre presenting productions primarily for presentation to pre-school, primary and/or secondary school age audiences, either by means of travelling to the place of performance or at the regular place of performance in the point of origin, may operate under the provisions of this Clause. The Theatre shall submit to Equity and PACT a description of its proposed productions or season, including performance schedules, and shall notify Equity and PACT of any change(s) to the original plan. Where Equity confirms that the proposed production or season meets the criteria of this Clause, the terms and conditions of Clause 52 shall apply.

For touring productions or productions which contain a local or overnight touring component, Artists' fees for the engagement shall be governed by those minimum fees specified for Theatre For

Young Audiences. However, for a production which does not contain a touring component, and is presented only at a regular place of performance in the point of origin, the Theatre shall submit to Equity and PACT a box office questionnaire and the proposed production or season will be categorized according to the provisions of Clause 1301. Where it can be demonstrated that the actual box office gross will not exceed the upper limit of Category F in Clause 13, the minimum fees shall be those specified for Theatre For Young Audiences. Where the Theatre tours to theatre venues where single tickets are sold and the Theatre's potential weekly income from box office sales and/or guaranteed fees exceeds the upper limit of Category F, the Theatre is obligated to confirm its category, as per Clause 1301, with Equity and PACT and the minimum fees shall be those of the appropriate category. However, no matter which fees are applied, all other conditions specified in Clause 52 shall be applicable.

5201. General

(See Clause 1416.)

(A) Number and Time of Performances

There may be up to twenty (20) hours of presentation time in any engagement week. Presentation time shall include performances, workshops, discussion periods, or any combination thereof.

A sum equal to one-tenth (1/10) of the weekly contractual fee shall be paid for each presentation hour (or part thereof) over two (2) in any presentation, or over four (4) in each day, or over twenty (20) in each week. A week's compensation shall be paid, even if fewer than twenty (20) presentation hours are worked. Each company of Artists shall not be required to perform more than three (3) performances in a single day.

At least sixty-five percent (65%) of the presentations in any one week must begin no later than 4:30 p.m., failing which, the Theatre will operate according to the provisions of Clause 20 for the week in question.

The maximum running time of presentations, inclusive of intermissions within presentations, but exclusive of intervals between presentations or half-hour calls (as applicable) shall not exceed two (2) hours.

The maximum number of presentation hours, inclusive of intermissions within presentations, but exclusive of intervals between presentations or half-hour calls (as applicable) in any one day, shall not exceed four (4) hours.

Presentations shall not take place in more than two (2) locations per day.

An intermission contained within a presentation shall not exceed twenty (20) minutes. There shall be a minimum of fifteen (15) minutes interval between presentations. However, on a day where three performances are given in one (1) location, there must be at least one interval of thirty (30) minutes between two of the consecutive presentations.

(B) Billing

Where no house boards are available and the regulations for the facility in which the

performances are given do not permit the distribution of house programmes, one of the Actors will be given the responsibility of introducing the Actors and the Stage Manager to the audience. He/she shall also announce that they are a company of professional Actors who are members of Canadian Actors' Equity Association and (Name of Theatre) is a member of Professional Association of Canadian Theatres.

(C) Apprentices

During the term of this agreement, there may be up to two (2) actors who are apprentices, provided that the number does not exceed one-third (1/3) of the acting company. However, while the Theatre is operating under a category as described in Clause 1301, it may engage apprentices to the level permitted for the appropriate category as per Clause 1612(D). The Stage Manager must be a member of Equity, but, in addition to an Equity Stage Manager, there may be an unlimited number of Apprentice Stage Managers.

(D) Stage Management

The Theatre must engage an Equity Stage Manager who shall be subject to the provisions of Clause 44 (excluding 4402(C), 4403(A), 4403(H), 4404, 4406(N) I a s t sentence only, 4411). Additionally, the provisions of Clause 4403(E) (preparation time) shall also apply, except that the preparation time shall be limited to one and one-half (1½) hours per day. The provisions of Clause 5203(A) will apply to driving.

The Stage Manager may, but is not required to participate in follow-up workshops.

Where a production will not be presented in a theatre, the Theatre may engage the Stage Manager on a pro-rated basis for four (4) days immediately prior to the rehearsal period and retain his/her services for three (3) days immediately following closing in lieu of the one week prior to the beginning of rehearsals.

All replacement Stage Managers shall be hired one week prior to the date on which they are to take over the production.

After the first public presentation, should the performance of additional duties or other duties occur outside the span of the working day or invade any break or rest period, the Stage Manager shall be compensated at the appropriate overtime rate.

Where the Theatre is operating at a category level according to the provisions of Clause 1301, stage management stating will be according to the provisions of Clause 4404.

After arrival at the presentation site and prior to the commencement of the first presentation, it is the Stage Manager's responsibility that all Artists be informed of fire procedures and emergency exits.

Where the Theatre requires stage management personnel to operate lighting and/or sound boards in the absence of a lighting or sound technician, it shall be considered an additional duty and shall be contracted separately in writing and included in a rider to the contract. The Artist shall

receive fair additional compensation for such duties. However, where the duties take place for productions presented in a theatrical venue, the Artist shall be compensated at the rate outlined in Clause 1404(A). It is understood that stage management personnel may refuse to undertake an additional duty.

(E) Understudy Parts

All understudy parts must be stated in the contract or in a rider to the contract, to be agreed upon no later than one (1) week before the first public performance. (See also Clause 1404.)

(F) Company Rules

All company rules shall be posted at the beginning of rehearsal and kept posted throughout the engagement, in the theatre, in the company vehicle, or other conspicuous location.

(G) Engagement Week

The Engagement Week shall be defined as Monday to Sunday inclusive.

(H) Lay-Offs

All Lay-offs shall be stated and agreed to in the contract by the Theatre and the Artist, otherwise such lay-offs shall be deemed invalid, and shall be subject to the following terms:

(1) The Theatre has the right to lay the Company off without remuneration during any official school break during the school year (in the spring, only one official break will apply), provided that the engagement consists of not less than eight paid-for weeks, and provided that there are no fewer than two (2) engagement weeks prior to and no fewer than one (1) engagement week subsequent to the lay-off.

(2) Should such a lay-off take place, the Theatre shall not be entitled to the Artist's services, except that there may be a run-through rehearsal on the day of ye-opening in accordance with this Agreement.

(3) The Theatre further agrees that when such a lay-off takes place, it shall pay the cost of round trip transportation, as provided for in Clause 2401, to and from each Artist's place of residence, plus one-seventh (1/7) of the weekly fee for each day spent travelling to and from the Artist's place of residence, provided that the Artist arrives at his/her destination prior to 8:00 p.m. For any such travel day involving a later arrival at the Artist's destination or an overnight stay in transit, the Artist shall additionally be paid a per diem.

(I) Minimum Fees

Clause 5204(A) shall apply when the Artist is performing at the point of origin or on a local tour (not overnight). Clause 5204(B) shall also apply when the Artist is touring away from the point of origin and overnight. (See Clause 5202(K).)

(J) Additional Duties

Any additional duties other than acting must

be specifically negotiated before the original contract is signed and must be included in a rider to the contract. Any such additional duties which involve any Actor in work in excess of the hours of work provided for or involve the invasion of any break or rest period provided for in Clause 52 shall be compensated at the appropriate overtime rate.

(K) Promotional Recording

The Theatre may make a recording of up to fifteen (15) minutes of finished, edited recording of actual performance or rehearsal, using up to two (2) cameras, for the express purpose of demonstrating the nature of its work, and promoting it to the representatives of potential performance venues. The Theatre shall obtain Equity's approval in writing, in advance of any such recording and shall guarantee that the recording shall remain under its control, and will not be broadcast, distributed or in any way used in a commercial context. Work to accommodate the making of the recording shall take place within regular working hours or be paid for at regular overtime rates.

5202. Work Week and Working Hours

In the following Clauses when the Artist is required to perform, conduct workshops, travel or rehearse he/she is deemed to be working.

(A) Rehearsals

Rehearsals before the first public performance are governed by Clauses 1801 (excluding (l)) and 1802. Furthermore, there may be one (1) extended rehearsal day (10 hours out of a span of 12 hours) pursuant to the provisions of Clause 1803. Rehearsals after the first public performance may be scheduled within the limitation on work hours in a work day or a work week.

Where a production is initially presented in a Theatre, there may be two (2) extended rehearsal days, one of which must involve on-stage, technical, or dress rehearsals.

(B) Free Day

(1) After the first public performance the Artist may be required to work on six (6) days of the week. There shall be one (1) free day in each week. The free day must be entirely free and the Artist is prohibited from performing any service whatever for the Theatre.

(2) In addition to the above, when the Artist is touring (local or overnight) there shall be one other day in each week which shall consist of a maximum of one performance and/or travel and/or emergency rehearsal.

(C) Number of Working Hours in a Week

Beginning with the day of the first public performance, the number of working hours in a week shall not exceed forty-five (45) including all breaks and rest periods, where presentations are given at the point of origin and/or on a local tour (not overnight) and fifty (50) hours on tour (overnight and away from the point of origin). In the case of a week with both local and overnight touring, an additional one (1) hour for each overnight touring day

shall be allowed to a maximum of fifty (50) hours

(D) (1) Touring, Local and Overnight

On a day on which the Theatre is presenting a presentation or presentations away from the regular place of performance in the point of origin, subject to the weekly limitation on hours specified in (C) above, the day's work is limited to a maximum of ten (10) hours from the time of pick-up at the designated pick-up point to the time of return to that point (or organized drop-off point). The ten (10) hours shall include a one (1) hour meal break during which the Artist may not be required to work or provide any service whatsoever for the Theatre, including travel. The Theatre will make every effort to ensure that the touring schedule provides sufficient information and time for the Artists to take their meal break in a comfortable and convenient location. A meal break must occur after not more than five (5) hours of work, unless it is the unanimous wish of the Company to postpone it until a more convenient time, in which case the meal break penalty will not apply.

In the event that the break is less than one (1) hour, the Artist shall be compensated as follows:

(a) For the invasion of the first half hour or part thereof, the Theatre shall pay the Artist eleven dollars and fifty cents (\$11.50).

(b) For the invasion of the second half hour or part thereof, the Theatre shall pay the Artist twenty-three dollars and seventy-five cents (\$23.75) in addition to (a) above.

The Theatre shall schedule at least fifteen (15) minutes prior to the first presentation of the day solely for the Actor to prepare him/herself for the performance. Where scheduling allows and where the Artist requests, the Theatre shall also provide at least fifteen (15) minutes actor preparation time prior to each subsequent performance.

(2) Non-Touring

On a day on which the Theatre is presenting all presentations at the regular place of performance in the point of origin, subject to the weekly limitations on hours specified in 5202(C), the day's work is limited to a maximum of nine (9) hours inclusive of all breaks and rest periods from the time of the first call of the day to release at the end of that day. On such a day there must be:

(a) A one-hour meal break after not more than four (4) hours of work;

(b) A half-hour call for each presentation;

(c) A break of one hour between a presentation and any rehearsal prior or subsequent thereto (exclusive of the half-hour call). Such a break may

run concurrently with a required meal break as specified in (a) above.

After the opening of a single or stock production, or after the last opening of a production in repertory, the day following the free day shall be free of rehearsals for productions which are presented in a Theatre.

- (3) Notwithstanding the above and on condition that the Artist receives not less than seven (7) days' notice, once in any engagement week, daily working hours need not be consecutive on a two (2) presentation day. On such a day, the Artist shall have three (3) hours of free time, not including meal break, between the end of service for the first presentation and the call for the second, and there shall be no rehearsal. When touring overnight, this clause shall apply only when both presentations are in the same location, accommodation is available to the Artist for the period between the presentations, there is no load-in or load-out on that day, and the ten (10) hours of work are reduced to maximum of nine (9).

(E) First Call of the Day

The first call of the morning cannot be before 7:30 a.m. Artists called prior to 7:30 a.m. shall be compensated at the invasion of the overnight rest period overtime rate.

(F) Set-Ups, Strikes, Take-Ins and Take-Outs

If the Artist is required to assist with the take-in, set-up, strike or take-out, this requirement must be specifically negotiated and agreed upon before the original contract is signed, and must be included in a rider to the contract. With reference to Clause 2217, the Theatre will ensure that the scenic and technical components of the production will not put undue physical strain on those Artists responsible for load-in/load-out, set-up and strike. Nevertheless, it is agreed that no Artist shall be required to move, lift or carry scenery or equipment beyond his/her physical capability. In a case where the Artist is literally moving scenery and equipment as opposed to supervising the movement of same, and the total time involved in these operations exceeds one (1) hour for each location, the Artist will be paid at the overtime rate specified in Clause 1414. However, where there is more than one presentation in the same location involving different scenic elements for each presentation, there may be an additional fifteen (15) minutes allowed for each changeover.

Take-ins and take-outs may not be required at more than two locations in one day. However, it is understood that security and/or weather issues may require certain items to be removed from the vehicle overnight, in which case, the Artists may be required to assist in this respect to a maximum of five (5) minutes at the beginning and an additional five (5) minutes at the end of the day, provided this time is within the allowable span of the day;

otherwise, overtime will be incurred.

Where a performance takes place in a venue primarily used for professional theatre performances and a stage crew is assigned to the tasks of load-in, load-out, set-up or strike, this duty will not be required of the Artist.

However, the Theatre may require the Artist to supervise said crew.

During regular rehearsal hours prior to the departure of a tour, the Theatre shall conduct a minimum of one (1) load-in, set-up and strike rehearsal for the production.

(G) Overtime

For any work done in excess of the weekly limits specified herein, or in excess of the daily limits, regardless of the total number of hours worked in that week, the Artist must be compensated at the appropriate overtime rate.

(H) Notification of Touring Status

The Artist will be notified at least two (2) weeks in advance of the local touring or overnight touring status of any given week.

(I) Span of Day for Local Touring

The Artist shall be deemed to be touring locally on condition that the span of time from the first call of the day at the designated pick-up point in the Theatre's point of origin does not exceed ten (10) hours.

(J) Payment of Per Diem

The per diem shall apply whenever the Artist is required by the Theatre for any reason to be away from the Theatre's point of origin for more than ten (10) hours. However, should the company agree and the Theatre consent, up to one (1) hour of overtime travel shall be allowed for the purpose of returning the company to the point of origin, and the Artist shall be paid at the regular overtime rate (see Clause 1414), without the addition of the per diem.

(K) Return to the Point of Origin

On a day during which the Artist is returned to the point of origin from an overnight tour and the Artist is still under contract, the Artist shall receive a thirteen dollar (\$13.00) payment if the company arrives at the designated drop-off point prior to 12:00 noon, or a twenty-six dollar and twenty-five cent (\$26.25) payment if the company arrives at the designated drop-off point prior to 6:00 p.m. If the company arrives after 6:00 p.m. the Artist shall receive his/her per diem.

(L) Weeks with Local and Overnight Touring

In the case of a week with both local and overnight touring, in addition to the weekly fee the Artist shall receive his/her per diem for each applicable day (see Clause 5204(B)).

(M) Overnight Rest Period

The overnight rest period shall be twelve (12) hours for all Artists.

(N) Invasion of Overnight Rest

For any work done in excess of the limits specified herein, the Artist must be paid at the appropriate overtime rate.

(O) Photo Calls

Clause 3201, with regard to photo calls on a two (2) performance day, will not apply as long as the photo calls are accomplished within the

daily/weekly work hours provided in Clause 52.

5203. Travel

- (A) (1) Permission is given to travel by passenger van, mini-bus or other vehicle according to the provisions of Clause 4719.
 - (2) However, the fee for driving specified in Clause 4719(F)(1) is amended to read eleven dollars (\$11.00), and the overnight rest period specified in Clause 4719(F)(4) is amended to twelve (12) hours.
 - (3) The Theatre will make every effort to supply the Artist with detailed, accurate instructions for travel to each performance venue, and, if a meal break is required, this information will also include the location of the closest convenient area with restaurants and public washrooms. Travel to and from the location for the meal break should not infringe upon the one-hour meal break. It is understood that a choice of location for the meal break will be reasonably exercised by the company of Artists depending on the circumstances. (See Clause 5202(D)(1).)
- (B) The following provisions of Clause 47 shall apply:
- | | |
|----------------------|--|
| 4701 | Touring - Fees |
| 4703 | Hotel Reservations |
| 4704 | Travel |
| 4705 | Purchase of Travel Insurance |
| 4707 | Route Sheet |
| 4708 | Return to Point of Origin, etc. |
| 4709 | Travel by Artist Separate from Company |
| 4710 | Transportation Between Accommodation and Theatre |
| 4714 | Baggage on Tour (When the company is operating under 4719, 4714(A) and (B) only apply in the case of an overnight tour of seven (7) consecutive days or more.) |
| 4715 (A), (B), (D) | Air Travel |
| 4716 (B), (C) | Rail Transportation |
| 4717 (B), (F), (G) | Commercial Bus Transportation (Non-Charter) |
| 4718 (C),(F),(G),(K) | Private or Charter Bus Transportation (applies only when the Theatre has arranged private or charter bus transportation) |
| 4719 | Use of Other Vehicles (as specified in 5203(A) above) |
| 4720 | Automobile Transportation |
| 4721 | Touring |
- (C) The Theatre agrees that proper provision of time shall be allowed for vehicle maintenance within the regular weekly hours of work and that the Artist responsible for such is deemed

to be working under the provisions of Clause 52 when so engaged.

- (D) First aid kits and emergency travel equipment such as flares, blankets and candles, must be provided and carried by the company at all times when travelling outside the point of origin.
- (E) Travel time shall commence and be computed from the time the vehicle is scheduled to leave. The Artist shall be prompt and punctual for all travel calls and shall make his/her baggage available for loading at least fifteen (15) minutes prior to the scheduled departure time.
If an Artist is responsible for a delay at any time, such delay shall not be counted as part of the travel time of the Company. The Theatre may, for the convenience of the Company, schedule pickup at a second hotel, in which event travel time shall commence from the scheduled departure from the second pickup. Computation of travel time shall end upon arrival of the vehicle at the first hotel in the town of destination.

5204. Compensation

(A) Non-Touring and Local Touring

Actor	\$424.52
Stage Manager	\$460.56

(B) Touring Overnight

When the Artist is required to travel outside the point of origin on an overnight tour (see Clause 5202(J)), the fees specified in Clause 5204(A) shall be augmented by a daily expense allowance. This per diem is not **subject** to RRSP, Vacation Pay, or Dues payments. It shall be paid at least one week in advance of the week for which it is applicable. The per diem will be \$65.00, and when touring in the United States will be \$65.00 U.S.

- (C) DIRECTOR \$881.86 per week per production plus three percent (3%) of the original fee per week, beginning with the tenth (10th) week of performance of the production.
- (D) The Artist shall accrue vacation pay at the rate of four percent (4%) of his/her contractual fee every week of his/her engagement. If the Artist should terminate his/her engagement without the required notice as stipulated in this Agreement, the vacation pay earned shall be forfeited.
- (E) Registered Retirement Savings Plan deductions and **contributions** shall be made in accordance with Clause 1411.
- (F) The Artist shall be paid one-sixth (1/6) of his/her weekly contractual fee for each day or portion thereof he/she is required to work during the pm-production, lay-off, and/or post-production periods, up to a maximum of one (1) week's fee for one (1) week's work.

5205. Special Promotional Contracts

A one-week engagement contract may be issued for the purposes of producing a performance, or portion thereof, for the express purpose of promoting it, at a single showcase or Contact event, to the representatives of potential performance venues. The one-week contract will

be issued **subject** to the following terms:

- (A) The performance does not take place within eight (8) weeks of **an** actual production of the play being showcased;
- (B) It can be demonstrated that the Theatre receives no revenue from this performance;
- (C) It can be demonstrated that the performance is solely for the purpose of promoting the production for future remounts; and
- (D) The Artists involved are guaranteed the right of first refusal on any tours produced as a result of that specific performance, such acceptance or refusal to be confirmed no less than six (6) weeks prior to the commencement of the engagement (twelve (12) weeks in the case of foreign touring for which work visas must be obtained).

5206. The following Clauses do not apply to Theatre For Young Audiences:

- 13 Company Categories (except as provided in 52 Preamble)
- 1406 Point of Origin (Weekly Contractual Fees)
- 1407 Outside Point of Origin
- 1408 Return from Overnight Tour
- 1409 Regional Touring
- 1410 Vacation Pay (see 5204(D) above)
- 1605 Production Stage Manager
- 1615(B) Point of Origin
- 1619(B),(E), (F) Free Day
- 1628 Touring
- 1629 Joint Production
- 1801(I) Free Time between Rehearsal and Performance or Performance and Rehearsal
- 1805 Rehearsal on a Performance Day
- 1806 After Opening - Exceptions to Standard Rehearsal Conditions
- 1807 Understudy and Replacement Rehearsals
- 1809 Rehearsals While On Tour After First Public Performance
- 2002, 2003, 2004, 2005 Performances (except as provided for in Clause 5201(A))
- 2204 Fire Drill (see 5201(D))
- 3104(A) Billing in a Season
- 3201 Photo Calls (see 5202(O))
- 4402(C) Span of Stage Management Working Day
- 4403(A) Stage Management - Overnight Rest
- 4403(H) Stage Management - Touring
- 4404 Staffing (except as provided for in 5201(D))
- 4406(N) Stage Management - Delegation (last sentence only is excluded)
- 4409 Additional Duties - Light and Sound
- 4411 Replacement of Crew Members
- 47 Touring (except as provided in 5203(B))

53. MUSICAL THEATRE

The following Clauses are applicable during the production of Musical Theatre presentations.

Unless otherwise stated, the normal provisions of this Canadian Theatre Agreement apply in addition to these Clauses.

5301. Definition

A Musical Theatre Production is defined as a production which incorporates song and dance, or, song or dance with importance equal to the spoken word.

5302. Auditions

See also Clause 606.

- (A) Dancers need not be called at individual specific times. The Theatre has the opportunity to audition dancers/chorus in a group as long as dance or movement ability is the prime consideration of the audition.
 - (B) In productions in which the chorus is required to sing there must be a Chorus audition for singers at which Equity members must be given an opportunity to audition in their "principal skill" in addition to the requirement to move or dance.
In productions in which the chorus is required to dance, there must be a chorus audition for dancers at which Equity members must be given an opportunity to audition in their principal skill in addition to the requirement to sing.
 - (C) At no time shall the audition for a specific production or Repertory Season exceed four (4) hours in total, inclusive of **re-calls**. At all times all breaks and rest periods shall be observed.
 - (D) (1) Either the Director, Musical Director, Composer or Choral Director or an appropriate representative of the Theatre with casting authority must be present at all singing auditions.
(2) Either the Choreographer, Assistant Choreographer or **Dance** Captain must be present at all dancing auditions. At no time shall the Artist be required to perform a "**pre-rehearsed**" dance. He/she shall only perform such dance as taught to him/her by the Choreographer, Assistant Choreographer or Dance Captain.
 - (E) Dance auditions must be conducted on approved dancing surfaces (see Clause 2206).
 - (F) Separate change facilities (not lavatories) for male and female dancers shall be made available.
- 5303. Rehearsal Conditions**
- (A) **Breaks**
The length of breaks in a rehearsal day must total at least fifteen (15) minutes within each two (2) hours of rehearsal.
 - (B) **Raked Stage**
See Clause 2206(C) for rehearsal conditions on a raked stage.
In cases where a "raked" stage is to be used in performance, dancers shall not be required to rehearse on said stage for more than eight (8) rehearsal days prior to the first public performance of the production concerned.

5304. Extended Rehearsal Days

(A) Single Production and Stock

During the last ten (10) days of rehearsal prior to the first public performance of a single production, or any production in a stock season, there may be up to three (3) days during which the Artist may be called to rehearse nine (9) out of twelve (12) consecutive hours per day, with a break of at least one-and-one-half (1½) hours after a maximum of five (5) hours of rehearsal.

The three (3) days must involve on-stage, technical, or dress rehearsals.

There may be one other regular rehearsal day (seven (7) hours out of a span of eight and one-half (8½) hours) on which the Artist may be required to rehearse for up to five (5) hours before a meal break is required.

There shall be a minimum of twelve (12) hours between the end of a day's work and the call to work on the next day. Should a call continue for longer than five (5) hours without the required meal break, overtime will be paid (Clause 1414).

Notwithstanding the above, if there are three (3) full weeks of rehearsal prior to the first public performance, there may be one (1) additional rehearsal day during which the Artist may be called to rehearse nine (9) out of twelve (12) consecutive hours with a break of at least one-and-one-half (1½) hours after a maximum of five (5) hours of rehearsal. This day must involve on-stage, technical, or dress rehearsal. In such a case no more than three (3) extended rehearsal days may be consecutive. The same provisions for overnight rest and overtime payments for calls which exceed five (5) consecutive hours shall apply should this option be exercised.

(B) Repertory

During the last ten (10) days of rehearsal prior to the first public performance in a repertory season, there may be up to two (2) days for each production during which the Artist may be called to rehearse nine (9) out of twelve (12) consecutive hours per day with at least a two (2) hour break after a maximum of five (5) hours of rehearsal. At least one such day must involve on-stage, technical, or dress rehearsals.

There shall be a minimum of twelve (12) hours between the end of a day's work and the call to work the next day. Should a call continue for longer than five (5) hours without the required meal break, overtime will be paid (Clause 1414).

5305. After Opening - Exceptions to Standard Rehearsal Conditions

The following exceptions to the above will apply: After the first public performance of the last production of a stock or repertory season, or after the first public performance of a single production in which the Artist is appearing, rehearsals for the Artist in these circumstances shall be limited to:

(A) During the First Fourteen (14) Days

During the first fourteen (14) days after the first public performance, seven (7) days of rehearsal can be scheduled on the same

terms as stipulated in Clauses 1805 (Rehearsals on a Performance Day) or 1802 (Standard Rehearsal), whichever is applicable.

(B) (1) Single Productions

Following the seven (7) days of rehearsal specified above, rehearsals shall be limited to a total of four (4) hours per week and shall be taken in one four (4) hour call.

(2) Stock and Repertory

Following the seven (7) days of rehearsal specified above, rehearsals shall be limited to a total of eight (8) hours per week and there shall be not more than two (2) rehearsal calls not to exceed four (4) hours each in any one (1) week.

Such rehearsals shall take place on a day when there is not more than one (1) performance and shall not take place on the day immediately following the free day.

(C) Overtime

The overtime rates provided for in Clause 1414 shall apply to any rehearsal calls in excess of the maximum hours stipulated in this Clause.

5306. Where dance comprises a major element of any production the Theatre undertakes that a member of its staff who has a working knowledge of first aid shall be immediately available throughout rehearsals and performances and that an injury supply kit shall be kept on hand in the theatre and the rehearsal area.

54. DEVELOPMENT ACTIVITY GUIDELINES

This Clause applies to workshops and readings of new works, either the development of a new script by a contemporary playwright, or a new translation or adaptation of an existing script. The focus of such a workshop is clearly understood to be on process rather than production, with emphasis on the development of the script, not on the actor, the performance or production values of any presentation. There is to be no requirement for the actor to produce a finished performance or for the stage management personnel to organize a finished production, should there be a public presentation of the work. Elements in the process may include text, music design, movement, audience participation, film, video and/or any other components which might serve the creative needs of an individual project.

Subject to a written proposal by the Theatre to Equity and PACT, outlining the details of the Development Activity, and Equity's agreement that the proposed activity conforms to the provisions of this Clause, the following terms and conditions apply, regardless of the Theatre's category:

(A) Rates of Pay

(1) No Admission Charge for Public Presentations, or No Public Presentation

Actor:	Weekly:	G Category
	Daily:	1/6 G Category weekly
	Hourly:	1/7 daily
Stage Manager:	Weekly:	G Category
	Daily:	1/6 G Category weekly
	Half Daily:	1/12 G Category weekly
Director:	Weekly:	22% above Actor G Cat.
	Daily:	1/6 of weekly
	Hourly:	1/7 of daily

(2) Admission Charge for Public Presentations

Actor:	Weekly:	G Category
	Daily:	1/5 G Category weekly
Stage Manager:	Weekly:	G Category
	Daily:	1/5 G Category weekly
Director:	Weekly:	22% above Actor G Cat.
	Daily:	1/5 of weekly

If the potential box office exceeds the upper limit of G Category, the appropriate category will be substituted for G in A(2) above.

(B) Hours of Work

- (1) The work week is based upon a forty-two hour week, excluding meal-breaks.
- (2) If a Theatre contracts an Artist for less than a one week period, the Artist is free to take other work with no penalty, provided forty-eight hours written notice is given to Management.
- (3) If there are more than four days in any engagement week, the weekly rate shall apply.
- (4) If the work day exceeds four (4) hours, exclusive of meal-breaks, the daily rate shall apply for that day. The minimum call shall be two (2) hours. For Development Activity where admission is charged, the minimum rate shall be the daily rate.
- (5) The work day cannot exceed seven (7) out of eight (8) hours.
- (6) There shall be a minimum of one day off in each week for engagements of one week or more.
- (7) Notwithstanding 54(B)(5), when there is a public presentation of the activity, one day may consist of 10 out of 12 hours.
- (8) There shall be a one hour meal break after four hours of work (or five hours on a day governed by 54(B)(7)).

(C) Fringe Benefits

- (1) Accident Insurance premiums will apply

to all engagements.

- (2) Vacation Pay and RRSP will apply to all engagements of one week or more.

(D) Stage Management

- (1) Stage Managers will only be required for activities having a public presentation to which admission is charged, or where there are technical or production elements requiring stage management supervision. Actors may not discharge stage management functions in this regard.
- (2) Stage Managers will not be required a week in advance.

(E) Public Presentation

- (1) There will be no more than two per engagement week.
- (2) There will be no more than six per activity.
- (3) The time taken for public presentations is to constitute part of the working day, as stipulated in hours of work above.

(F) Developmental Activity as part of Standard Engagement Contract

- (1) If an Artist is to be engaged to participate in developmental activity as well as in regular productions as part of a CTA engagement contract, this requirement must be stipulated in the original contract of engagement signed by the Artist. The Artist will be provided with a proposed schedule of the activity upon signing of said contract. After the official opening of a single production, or after the final opening of a stock or repertory season, the hours of work shall be governed by the applicable provisions of Clauses 1802 or 1805 for the first five weeks, and thereafter under the terms of 1806(B). If the Artist is required to take part in developmental activities not stipulated in the original contract of engagement, the Artist must be engaged on a separate contract therefor, or on a rider to the original contract. The Artist will be provided with a proposed schedule of activity upon signing of said contract or rider. In either case, the hours of work and payment shall be governed by the applicable provisions of this Clause 54 as if it were a separate contract.
- (2) The process of proposal to Equity and PACT and agreement by Equity as provided for in the preamble to Clause 54 shall apply.

(G) (1) Notice of Termination - Artist to Theatre

- (a) Daily or hourly engagements: Forty-eight (48) hours' written notice without penalty.
- (b) Engagements of one week or more: One (1) week's written notice without penalty.
- (c) Engagements of more than two weeks: Standard two (2) weeks' notice, or two (2) weeks' contractual fee in lieu of notice.

(2) Notice of Termination - Theatre to Artist

- (a)** Daily or hourly engagements: Forty-eight (48) hours' written notice without penalty.
- (b)** Engagements of one week or more: One (1) week's written notice without penalty.
- (c)** Engagements of more than two weeks: Standard two (2) weeks' written notice, or two (2) weeks' contractual fee in lieu of notice.

(H) General Provisions

(1) Security

An appropriate bond will be required as per Clause 27. However, for Development Activity of two weeks or less, Equity will consider other security arrangements.

(2) Full Productions

No full production of a Development Activity by the producer or any other producer will be permitted within four weeks of the termination of the activity without Equity and PACT's approval, which shall not be unreasonably withheld.

(3) Programme Billing in Eventual Production

The names of all the Artists engaged in the development of new script will be credited in the programme of a full production of that script by the producing theatre if it takes place within two years of the final date of the workshop and if the producing theatre is the developing theatre.

(4) Engagement Week

A week shall mean an Engagement week as defined in Clause 1614 of the Canadian Theatre Agreement.

(5) Quota

Non-professionals and non-members may be **engaged** under the provisions of Clause 1612 of the Canadian Theatre Agreement. However, Equity will consider circumstances where the Quotas in Clause 1612 could be increased. Non-professionals and non-members may not register as apprentices for Development Activities. Non-professionals may not join Equity, **and** non-members shall not be required to join Equity.

(6) Equity Deputy

An Equity Deputy is to be elected for each Development Activity.

(7) Lines

The Actor(s) may not be required to **memorize** lines for Development Activities.

(8) Engagement Contracts

For Development Activities longer than four hours, the Artist will be signed to a CTA engagement contract with a rider detailing hours of work, rates of pay, and public presentation schedule (if any), and stipulating that the engagement is subject

to Clause 54. For Development Activities of four hours or less, all Equity Artists may be engaged on a single contract form (wording to be agreed upon by Equity and PACT) **and** the Artist must be paid at the call. The Theatre will submit the insurance premiums required with the single contract form required above.

(I) Touring

It is the essence of Clause 54 that it is not intended for activity in a touring situation. However, Equity agrees to consider particular circumstances that may involve development activity outside the Theatre's point of origin.

55. PARAGRAPH HEADINGS AND INDEX

Paragraph headings and index used herein are inserted for convenience only and are not part of this Agreement.

56. TERM OF AGREEMENT

The Agreement becomes effective on September 18, 1995, with material clauses retroactive to July 17, 1995, and expires after 11:59 p.m. on June 16, 1996.

APPENDIX I

SEXUAL HARASSMENT

- (A) For the purpose of Clause 608, Personal Harassment, sexual harassment is defined as an incident involving unwelcome sexual advances, requests for sexual favours, or other verbal or physical conduct of a sexual nature,
- (1) when such conduct might reasonably be expected to cause offence or humiliation to another person or group of persons; or
 - (2) when the submission to such conduct is made implicitly or explicitly a condition of work; or
 - (3) when submission to such conduct is accompanied by a reward, or the express implied promise of a reward for compliance; or
 - (4) when rejection of such conduct is accompanied by a reprisal, or an express implied threat of reprisal, for refusal to comply; or
 - (5) when such conduct has the effect of interfering with a person's work or performance by creating a hostile or offensive environment.
- (B) Types of behaviour which constitute sexual harassment include, but are not limited to:
- (1) unwelcome remarks, jokes, innuendoes or taunts about a person's **body** clothing, or sex told or carried out after the individual has been advised that their actions are offensive or embarrassing;
 - (2) insulting gestures of a sexual nature, or other behaviour which causes discomfort, awkwardness, or embarrassment;
 - (3) displaying pornographic, pin-up pictures, or other sexually offensive materials in the specific environment in which the complainant is required to work;
 - (4) degrading remarks directed at members of one sex or sexual orientation;
 - (5) unnecessary and/or persistent unwelcome physical contact;
 - (6) demands for sexual favours;
 - (7) unwelcome and inappropriate inquiries about a person's sex life.

APPENDIX II

HEALTH AND SAFETY GUIDELINES

The guidelines contained in this Appendix to the CTA are drawn from guidelines specific to live performance activity which are being developed by the Advisory Committee for Safety Guidelines for the Live Performance Industry in Ontario, in cooperation with the Government of Ontario and, at August, 1995, are the only industry guidelines available in Canada. PACT and Equity therefore agree that as and when further guidelines are developed or existing guidelines are revised the two **organizations** will meet to incorporate mutually agreeable changes into Appendix II in a timely fashion.

Inclusion of guidelines will take place provided approval is received from the Advisory Committee for Safety Guidelines for the Live Performance Industry in Ontario. If this does not occur in a timely fashion, it is agreed that the guidelines will be circulated separately from the Agreement to conform with the provisions of Preamble IX.

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The logo consists of the letters 'C', 'T', and 'A' in a large, bold, serif font. The letters are filled with a fine, grid-like pattern, giving them a textured appearance. The 'C' is on the left, 'T' is in the middle, and 'A' is on the right.

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