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12/18/09

**NATIONAL ARTS CENTRE
MUSIC DEPARTMENT AGREEMENT
2008 - 2013**

*Between Canadian Actors' Equity Association
and the
National Arts Centre Music Department*

*The Agreement shall take effect on
July 1, 2008 and will terminate on June 30, 2013*



**NATIONAL ARTS CENTRE
CENTRE NATIONAL DES ARTS**

**CANADIAN
ACTORS'
EQUITY
ASSOCIATION**

13548 (02)

TABLE OF CONTENTS

PREAMBLE -----	1	12:00 DEFINITIONS -----	5
A. Parties to this Agreement-----	1	12:01 Opera-in-Concert-----	5
B. Recognition of Equity-----	1	12:02 Staged Opera-----	5
C. Definition of Artist-----	1	12:03 Concert Presentation-----	5
D. Application of Agreement-----	1	12:04 Education and Youth Programming-----	5
E. Local Situations-----	1	12:05 Amateur Artist-----	5
F. Paragraph Headings and Indexes-----	1	12:06 Foreign Artist-----	5
1:00 GENERAL -----	1	12:07 Season-----	5
1:01 Exclusive Bargaining Agent-----	1	12:08 Point of Origin-----	5
1:02 Negotiation of Individual Engagement Contracts-----	1	12:09 Place of Residence-----	5
1:03 Management Rights-----	1	12:10 Engagement Week-----	5
1:04 Equity Logo-----	1	12:11 Free Day-----	5
2:00 EQUITY MEMBERSHIP -----	2	12:12 Overnight Rest Period:-----	5
2:01 Artists in Good Standing-----	2	12:13 Rehearsal-----	5
2:02 Deductions-----	2	12:14 Rehearsal Day-----	5
2:03 Reciprocal Agreements-----	2	12:15 Run Through Rehearsal-----	5
2:04 Authorization-----	2	12:16 Dress Rehearsal-----	5
3:00 LAWS GOVERNING THIS AGREEMENT		12:17 Dress Rehearsals with Audiences Present-----	5
AND RULES -----	2	12:18 Performance Day-----	5
3:01 Federal Entity-----	2	12:19 Half Hour Call-----	5
4:00 POWERS OF EQUITY COUNCIL -----	2	12:20 Extraordinary Risk-----	5
4:01 Interpretive Powers of Equity-----	2	13:00 REHEARSALS -----	5
4:02 Interpretative Powers of the NAC-----	2	13:01 Commencement-----	5
5:00 RESPONSIBILITIES OF THE ARTIST -----	2	13:02 Preparation for-----	5
5:01 Membership in Equity-----	2	13:03 Rest Periods-----	6
5:02 Contractual Obligations-----	2	13:04 Meal Breaks-----	6
5:03 Services Provided by the Artist-----	2	13:05 Overtime Calls-----	6
6:00 ARTIST'S OBLIGATION TO EQUITY -----	2	13:06 Posting of Calls, Performance Schedules and Casting-----	6
6:01 Independent Contractor-----	2	13:07 Rehearsal Hours-----	6
6:02 NACMDA Engagement Contract-----	2	13:08 Run-Through or Dress Rehearsals-----	6
6:03 Equity Constitution & By-Laws-----	2	13:09 Notes-----	6
6:04 Membership-----	2	13:10 Rehearsal on a Performance Day-----	6
7:00 CANADIAN ACTORS' EQUITY		13:11 Rehearsal on a Two Performance Day-----	6
ASSOCIATION SPECIAL PROVISIONS -----	3	13:12 Rehearsal on an Education and Youth Programming Performance Day-----	6
7:01 Special Power to Act for Artist-----	3	14:00 PERFORMANCES -----	6
8:00 DISCRIMINATION FOR EQUITY ACTIVITY -----	3	14:01 Number-----	6
8:01 Prohibition of-----	3	14:02 Maximum Number of Performances in a Day-----	6
9:00 BREACHES -----	3	14:03 Maximum Number of Performances in a Three Day Period-----	6
9:01 Breaches by NAC-----	3	14:04 Notification of Changes-----	6
9:02 Breaches by Artist-----	3	14:05 Education & Youth Programming-----	6
10:00 COMPENSATION -----	3	14:06 Preparation Period for Performer-----	6
10:01 Fees Paid in Legal Tender-----	3	15:00 CONCERT DRESS, COSTUMES & MAKE- UP -----	6
10:02 Payment-----	3	15:01 Concert Dress-----	6
10:03 Salaries, Non or Partial Payment-----	3	15:02 Personal Wardrobe, Shoes & Hair Pieces Rider-----	7
10:04 Additional Duties-----	4	16:00 FUNDRAISERS AND BENEFITS -----	7
10:05 Itemized Deductions and Payments-----	4	16:01 Fundraisers-----	7
10:06 Term of Agreement-----	4	16:02 Benefits-----	7
10:07 Minimum Compensation-----	4	17:00 SAFE AND SANITARY PLACES OF ENGAGEMENT -----	7
10:08 Vacation Pay-----	4	17:01 Working Environment, Health & Safety-----	7
10:09 Registered Retirement Savings Plan-----	4	17:02 Interruption of Work in Progress-----	7
10:10 Contingent Compensation, On Weekly Gross-Net Receipts, Profits-----	4	17:03 Responsibility of the NAC-----	7
10:11 Season Check List-----	4	17:04 Extraordinary Risk Rider-----	7
11:00 ARTISTS' CATEGORIES -----	4	18:00 LODGING IN THE POINT OF ORIGIN -----	7
11:01 Performer-----	4	18:01 NAC's Responsibility-----	7
11:02 Season Stage Manager-----	4	18:02 List of Accommodation-----	7
11:03 Stage Manager-----	4	18:03 Rates-----	7
11:04 Stage Directors-----	5		
11:05 Choreographers-----	5		
11:06 Children-----	5		

TABLE OF CONTENTS

<p>19:00 TRANSPORTATION AND BAGGAGE -----7</p> <p>19:01 Transportation of Artist by NAC -----7</p> <p>19:02 Use of Artist's Vehicle -----7</p> <p>19:03 Ground Travel to and from Airport -----7</p> <p>20:00 CLAIMS -----7</p> <p>20:01 Waiver or Release Not Permissible -----7</p> <p>20:02 Time Limit in Lodging Claim -----7</p> <p>21:00 PROPERTY -----7</p> <p>21:01 Reimbursement -----7</p> <p>21:02 Facilities for Safe-Keeping -----7</p> <p>22:00 SECURITY DEPOSIT (BOND) AND SECURITY AGREEMENT -----7</p> <p>22:01 Security Agreements -----7</p> <p>22:02 Security -----8</p> <p>22:03 Posting of Security -----8</p> <p>23:00 ENGAGEMENT CONTRACTS -----8</p> <p>23:01 Engagement -----8</p> <p>24:00 INDIVIDUAL ENGAGEMENT CONTRACT -----8</p> <p>24:01 Requirement to File -----8</p> <p>24:02 Effective Date -----8</p> <p>24:03 Changes and Alterations -----8</p> <p>24:04 Signing Of -----8</p> <p>24:05 Quaduplicate Contracts -----8</p> <p>24:06 Inclusions Prohibited -----8</p> <p>25:00 EXCLUSIVE SERVICE OF THE ARTIST -----8</p> <p>25:01 Exclusive Service -----8</p> <p>25:02 Hiatus Periods for Season Stage Manager -----8</p> <p>26:00 BILLING, PHOTOS AND PROGRAMS -----8</p> <p>26:01 Advertising, Display Media and Promotion -----8</p> <p>26:02 Specific Provisions -----8</p> <p>26:03 Billing Breach -----8</p> <p>26:04 Programs -----9</p> <p>26:05 Errors or Omissions -----9</p> <p>26:06 Biographical Materials in Programs -----9</p> <p>27:00 PHOTOGRAPH CALLS AND PUBLICITY -----9</p> <p>27:01 Photographs Supplied by the Artist -----9</p> <p>27:02 Photographs for Archival and Promotional Purposes -----9</p> <p>27:03 Use of Photographs -----9</p> <p>27:04 Subsequent Use of Photographs -----9</p> <p>27:05 Credit -----9</p> <p>27:06 Artist's Availability -----9</p> <p>27:07 Payment for Use of a Photograph -----9</p> <p>28:00 ADVERTISING OF ARTIST'S NAME -----9</p> <p>28:01 Permission Required from Artist -----9</p> <p>29:00 STAFFING -----9</p> <p>29:01 Concerts -----9</p> <p>29:02 Operas-in-Concert -----10</p> <p>30:00 CHOREOGRAPHERS AND/OR STAGE DIRECTORS -----10</p> <p>30:01 Duties of the Artist for Stage Directors -----10</p> <p>30:02 Availability of Stage Director -----10</p> <p>30:03 Duties of the Artist for Choreographers -----10</p> <p>30:04 Availability of Choreographer -----10</p> <p>30:05 Stage Directors and/or Choreographers - Consultation -----10</p> <p>31:00 STAGE MANAGEMENT -----10</p> <p>31:01 Stage Management Staffing Formulae -----10</p> <p>31:02 Season Stage Managers and Stage Managers -----10</p> <p>31:03 Span of Working Day -----10</p> <p>31:04 Preparation Time -----11</p> <p>31:05 Discretion in Organization of Work -----11</p>	<p>31:06 Free Days -----11</p> <p>31:07 Overnight Rest Period -----11</p> <p>31:08 Production Meetings -----11</p> <p>31:09 Excess Rehearsal, Cuing and Scene Changes -----11</p> <p>31:10 Additional Duties After the First Public Presentation -----11</p> <p>31:11 Duties and Responsibilities of the Season Stage Manager or the Stage Manager -----11</p> <p>31:12 Prohibited Duties -----11</p> <p>32:00 PERFORMANCES AND/OR REHEARSALS LOST -----11</p> <p>32:01 Fulfilment of Agreement Prevented, Rendered Impossible or Unfeasible -----11</p> <p>33:00 TERMINATION -----11</p> <p>33:01 Written Notice -----11</p> <p>33:02 Termination of Individual Engagement Contract -----11</p> <p>33:03 Dispute -----11</p> <p>34:00 TERMINATION DUE TO ACCIDENT, SICKNESS -----12</p> <p>34:01 Extraordinary Risk -----12</p> <p>34:02 Absence Due to Accident or Illness -----12</p> <p>34:03 Notification of Illness -----12</p> <p>35:00 ACCIDENT, SICKNESS, AND EXTRAORDINARY RISK INSURANCE -----12</p> <p>35:01 Description -----12</p> <p>35:02 Premium -----12</p> <p>36:00 VISUAL OR SOUND RECORDING -----12</p> <p>36:01 Requirement -----12</p> <p>36:02 Use of Archival Copy by Artist -----12</p> <p>37:00 DISPUTE RESOLUTION AND ARBITRATION -----12</p> <p>37:01 Differences Between Parties -----12</p> <p>37:02 Disagreement Between the NAC and Equity -----12</p> <p>37:03 Referral for Arbitration -----13</p> <p>37:04 Meeting After Referral to Arbitration -----13</p> <p>37:05 Appointment of Arbitrator -----13</p> <p>37:06 Confidentiality -----13</p> <p>37:07 Location of Arbitration Hearings -----13</p> <p>37:08 No Recourse to a Court of Law -----13</p> <p>37:09 No Modification of Agreement -----13</p> <p>37:10 Arbitrator's Compensation and Expenses -----13</p> <p>38:00 MANAGEMENT RIGHTS -----13</p> <p>39:00 TOURING CONDITIONS -----13</p> <p>40:00 DURATION OF THE AGREEMENT -----13</p> <p>40:01 Ratification and Expiration of Agreement -----13</p> <p>40:02 Notice to Bargain -----13</p> <p>APPENDIX A - SIDE LETTER ON MEMBERSHIP -----14</p> <p>APPENDIX B - OPERA PRODUCTION SIDE LETTER -----15</p> <p>APPENDIX C - SMOKING POLICY -----16</p> <p>1. SCOPE -----16</p> <p>2. DEFINITIONS -----16</p> <p>3. DESIGNATED SMOKING AREAS -----16</p> <p>6. HEALTH AND SAFETY COMMITTEE -----16</p> <p>7. DISCIPLINE -----16</p> <p>APPENDIX D - HARASSMENT IN THE WORKPLACE POLICY -----17</p> <p>1. SCOPE -----17</p> <p>2. DEFINITIONS -----17</p> <p>3. POLICY -----17</p> <p>4. RIGHTS -----17</p> <p>5. PROCEDURE -----18</p>
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PREAMBLE

A. Parties to this Agreement

The parties to this agreement are as follows:

The Music Department of the National Arts Centre Corporation, having its principal place of business and head office in the City of Ottawa, Province of Ontario, Canada (hereinafter called the NAC or Corporation); and Canadian Actors' Equity Association (hereinafter called Equity).

B. Recognition of Equity

Except where the certification of Union des Artistes under the Status of the Artist Act (hereinafter referred to as The Act) applies, the NAC recognizes Equity as the bargaining agent for Artists as follows:

The Term "Equity" as used in this Agreement shall refer to Canadian Actors' Equity Association. The NAC acknowledges that Equity represents the following Artists involved in the sector of live performance, as identified in Equity's Status of the Artist Act certification issued by the Canadian Association of Artists and Producers Professional Relations Tribunal and dated April 25, 1996:

"...independent contractors engaged to perform the function of actor (including principal, chorus, journeyman, apprentice actor, mime, narrator, local jobber, swing/understudy, or extra), singer (including soloist, performer, ensemble studio artist, chorus member, apprentice, understudy/cover or extra), dancer (including guest artists, apprentice dancer or understudy/sharer), production stage manager, stage manager, assistant stage manager, stage management apprentice, stage director, assistant stage director, fight director, fight captain, choreographer, assistant choreographer, dance captain, ballet master or mistress, resident choreologist, coach or repetiteur in a live performance in theatre, opera, ballet, dance, industrial show, cabaret show or concert performance whether or not such performance or entertainment is presented in a theatre or elsewhere, with the exceptions of: (a) singers covered by the 1996 understanding between Canadian Actors' Equity Association and the American Federation of Musicians of the United States and Canada; and (b) independent contractors in the enumerated categories who are covered by the 1992 agreement between Canadian Actors' Equity Association and the Union des Artistes."

C. Definition of Artist

The term "Artist" in this Agreement shall mean all the categories listed in Preamble B above.

D. Application of Agreement

This agreement applies when the NAC contracts directly with an individual Artist (or the Artist's personal company) uniquely for the services of that Artist. This Agreement does not apply in the following cases:

(1) Amateur Artists

To the engagement of amateur artists;

(2) Self-contained Groups

To the contracting of self-contained groups, whether professional or amateur, (for example, but not limited to, the Toronto Mendelssohn Choir, Five By Design, Platypus Theatre, Ottawa Choral Society, the National Ballet of Canada);

(3) Individual Artist or Artists

To the contracting of an individual Artist or Artists who are to perform at the NAC as part of a pre-packaged show, all or most of which is produced by the Artist for repeated performances in various venues, even though the NAC may provide the services of its Orchestra and a conductor (for example, but not limited to, Ginette Reno or Tony Bennett);

(4) Third Party Engagers

To third party engagements, defined as any contract between the NAC and a contractor, association, corporation, or legal entity where that entity, in turn, contracts for the services of Artists to perform at the NAC. Furthermore, this Agreement does not apply to the

contracts between that Entity (third party) and any Artists with whom it contracts. This exclusion does not deal with agents or representatives who act for a principal in negotiating or securing engagements or to the engagement of Artists who provide their own accompanist,

(5) NAC Training Programs

To the performances or activities of an Artist participating in training programs produced or presented by the NAC. Examples of such programs include, but are not limited to, the NAC Young Artists Program, the NAC Young Composers Workshop, and the NAC Conductors Workshop. In these cases, the participating student or professional-in-training may perform at public concerts for a paying audience without this Agreement applying. The services of Artists as teachers, coaches, or master performers in these professional development programs are also excluded from this Agreement, except if a teacher, coach, or master performer engaged to provide training participates in a public concert for a paying audience as part of the professional training program, the services of that Artist for that performance shall fall under this Agreement.

(6) Rentals and Self-Presents

To rentals and self-presents, even when no rent is charged.

The examples provided in Preamble D are to illustrate the general intentions of the Parties and do not limit the application of Preamble D to like situations.

E. Local Situations

The parties recognize specific local situations may exist for the NAC, and in order to deal with such specific local situations. Equity and the NAC may agree to special changes or alterations to this Agreement which shall be attached to this Agreement as a Schedule.

F. Paragraph Headings and Indexes

Paragraph headings and the indexes used herein are inserted for convenience only and are not a part of this Agreement and Clauses.

1:00 GENERAL

1:01 Exclusive Bargaining Agent

The NAC acknowledges and recognizes that Equity is the exclusive bargaining agent for all persons defined as Artists in Preamble B and engaged by the NAC, except for those situations addressed in Preamble D and Clause 1:02 herein. Whenever an Artist is engaged, it shall be under the terms of an Equity contract.

1:02 Negotiation of Individual Engagement Contracts

Notwithstanding the provisions of Clause 1:01 above, the NAC may negotiate with Artists and Artists' representatives, and contract such Artists, using contract forms as provided for in Article 24:00 and addressing the particular terms of the individual engagement contracts, without the involvement of Equity in such individual negotiations and contracting. The negotiation and terms of the individual engagement contract may not however waive any of the minimum conditions of or be in conflict with the terms of this agreement.

1:03 Management Rights

All matters relating to the conditions of work of Artists not inconsistent or specifically dealt with by this Agreement or not otherwise regulated by law are understood to be within the exclusive prerogatives and domain of the NAC.

1:04 Equity Logo

The Equity name and logo shall appear in all programs for the NAC Orchestra. The Equity emblem shall be supplied by Equity and remain the property of Equity and shall be returned on demand.

Each Artist shall be identified by an asterisk which shall cross-reference to the Equity name and logo appearing in the program.

2:00 EQUITY MEMBERSHIP

2:01 Artists in Good Standing

As a condition of engagement, all Artists, except those as provided herein and in Preamble D shall be or become members of Canadian Actors' Equity Association, and shall be members in good standing during the entire term of their engagement.

Notwithstanding the above, Foreign Artists who are not residents of Canada and are not citizens of Canada, and who are not already members of Equity or any other performing Artists' association or union with whom Equity has a reciprocal agreement, shall be offered an engagement contract, and if not already a member of Equity, may choose to join Equity. Regardless of membership, all Artists shall be engaged under terms and conditions no less favourable than those contained in this Agreement. If he/she does not accept membership in Equity, he/she shall then be required to sign an affidavit to that effect. This affidavit shall be filed with Equity accompanied by a permit fee of one hundred and forty-two dollars (\$142.00).

2:02 Deductions

(A) Artists not in Good Standing

If the Artist is not in good standing, the Artist shall immediately remit his/her outstanding dues and/or assessments to Equity; or, upon notification by Equity to the NAC of the amount involved, the NAC agrees to deduct from the Artist's fee and to remit to Equity such dues, initiation fees and assessments as may be due to Equity from the Artist, upon notification by Equity to the NAC of the amount involved.

(B) Payment of Artist's Equity Dues

The NAC agrees to deduct two per cent (2%) of the Artist's weekly in-town contractual fee from the Artist's remuneration and remit same to Equity upon receipt of an invoice from Equity. Such invoice will be presented as part of the monthly RRSP and Insurance premium invoice.

The NAC will deduct and remit dues on behalf of Equity. Any discrepancies encountered with respect to dues deductions must be settled by the Artist with Equity directly and not with the NAC.

2:03 Reciprocal Agreements

Any paid-up member of ACTRA Performers Guild, Actors' Equity Association (AEA) or Union des Artistes shall be subject to the terms of the applicable reciprocal agreement between Equity and ACTRA, or between Equity and Uda or between Equity and AEA provided that it does not conflict with this Agreement.

2:04 Authorization

By the signing of an engagement contract or affidavit, the Artist assigns to Equity such amounts for dues, initiation fees, permit fees and other assessments as may be certified to the NAC by Equity to be due to Equity from the Artist. The Artist authorizes and directs the NAC to deduct such amounts from his/her weekly fees and remit same to Equity, which authorization and direction shall be effective and irrevocable for the term of the engagement contract.

3:00 LAWS GOVERNING THIS AGREEMENT AND RULES

3:01 Federal Entity

The NAC is a federal entity abiding by federal rules and legislation, including the Status of the Artist Act, the Canada Labour Code and by its own Harassment in the Workplace Policy.

4:00 POWERS OF EQUITY COUNCIL

4:01 Interpretive Powers of Equity

Whenever a conflict, disagreement, or dispute arises with respect to the roles in this Agreement, the Executive Director of Equity has the sole right to determine the interpretation of said roles and to argue the interpretation of said roles and to attempt to resolve the conflict on behalf of the Artist and its members, and its decisions shall be binding on Equity and its members subject to Article 37:00 (Arbitration) of this Agreement.

4:02 Interpretative Powers of the NAC

The interpretation of the engagement contract is the NAC's responsibility and shall not rest with Equity.

Where there is any conflict between Clauses or any basis for more than any one interpretation as to the meaning of them, the NAC shall negotiate with Equity to arrive at a settlement of such conflict between Clauses or interpretations as to the meaning of Clauses, subject to Article 37:00, Arbitration.

5:00 RESPONSIBILITIES OF THE ARTIST

5:01 Membership in Equity

It is understood that it is the responsibility of the Artist to maintain membership in good standing in Canadian Actors' Equity Association and to furnish evidence to the NAC when requested.

5:02 Contractual Obligations

The Artist agrees to abide by all contractual obligations stated in the Artist's engagement contract and all riders attached thereto.

5:03 Services Provided by the Artist

The Artist agrees to be prompt and punctual at rehearsals, and to attend all rehearsals as required; to appear at the NAC no later than the half (1/2) hour call; and to conform to the score to the best of the Artist's ability; and to respect the physical property of the NAC.

(A) Physical Condition

The Artist agrees to make all reasonable efforts to maintain the Artist's self at all times during the engagement contract, in good physical condition so as to ensure that the Artist will be able to perform the Artist's services.

(B) Physical Appearance

The Artist must advise the NAC at least six (6) months in advance of the first rehearsal of any significant change to the Artist's physical appearance, such as loss or gain of weight, or a physical condition which may significantly affect the Artist's ability to perform the Artist's services since the signing of the Artist's engagement contract, provided that the NAC shall expressly state this requirement by rider in the Artist's engagement contract at time of signing.

6:00 ARTIST'S OBLIGATION TO EQUITY

6:01 Independent Contractor

The Artist acknowledges that he/she is an independent contractor and is responsible for all federal and provincial taxes and other government requirements with respect to all fees payable to the Artist under his/her engagement contract and all riders attached thereto. However, at the request of the Season Stage Manager or the Stage Manager Artist, and with the Agreement of the NAC, the Artist may be engaged as an employee.

6:02 NACMDA Engagement Contract

Nothing contained in any engagement contract signed by any member of Equity shall be construed to interfere with the carrying out of any obligation which a member owes to Equity by reason of membership therein. The NAC shall not knowingly request or require any member to contravene the Constitution and By-Laws of Equity.

6:03 Equity Constitution & By-Laws

It is understood and agreed that if the Constitution, By-Laws, Rules and regulations of Equity are amended after the signing of this Agreement and Clauses so as to conflict with the fulfilment of the provisions of this Agreement, then the provisions of this Agreement and Clauses shall prevail. The NAC shall be notified by Equity of any such changes to the Constitution, By-Laws, Rules and regulations of Equity that are in conflict with the provisions of this Agreement.

6:04 Membership

Equity agrees that it will accept as a member of Equity any Artist the NAC wishes to engage subject to the Constitution, By-laws, Rules and regulations of Equity as they now exist or as they may hereafter be amended. Such acceptance of membership shall not be unreasonably withheld. Equity agrees to provide the NAC with information relative to the circumstances as to the

suspension or expulsion of a member or the refusal to admit a non-member into the Association.

7:00 CANADIAN ACTORS' EQUITY ASSOCIATION SPECIAL PROVISIONS

7:01 Special Power to Act for Artist

(A) Special Power to Act for Artist

Whenever it is provided in any engagement contract that something may be done by a member:

- (i) at the option of or with the consent of, or at the request of Equity, or
- (ii) 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 the Artist's position, or make the Artist's request or demand, as the case may be, with all of the power and authority of the member without liability to itself.

(B) Consent

In all cases where by virtue of any engagement contract, the consent or approval of Equity is required, Equity has, and reserves, full discretionary power in giving its consent to change, modify, amend or limit the rights of any member under the member's contract, said action to be taken on behalf of Equity in writing by the Executive Director, or one of the Executive's especially authorized by the Executive Director to act.

(C) Representation

Equity may represent its members in any dispute which may arise with the NAC, and Equity may, at all times, represent its members in relation to any matter arising under any engagement contracts. 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(s).

(D) Reasons Given for Action

Reasons given by Equity for its action or action including action or actions which it might require of its members shall not preclude it from giving or relying on other or different valid reasons for such action or actions. Similarly, the NAC shall not be precluded from giving or relying on other or different valid reasons for its action or actions.

8:00 DISCRIMINATION FOR EQUITY ACTIVITY

8:01 Prohibition of

The NAC shall not dismiss or otherwise penalize any Artist for fulfilling the Artist's duties or obligations as a Deputy, elected officer, or member of Equity. Any Equity member who claims that the NAC has given the member notice or otherwise penalized the member for fulfilling duties as an Equity member may present the member's case to the Equity Council who shall give the NAC advance notice of that event so that the NAC has the opportunity to be heard if it desires to do so. If the Equity Council is satisfied that such activities are the real cause of dismissal or of any penalty, it may permit the Artist's claim to be arbitrated and shall have the power to determine the character and the amount of the claim to be submitted to arbitration.

9:00 BREACHES

9:01 Breaches by NAC

Should the NAC:

(A) Making of Material False Statement

Make any material false statement in connection with any engagement contract and/or this Agreement; AND/OR

(B) Breach of Material Provision

Breach any material provision and term of the engagement contract and/or this Agreement;

Then in the event of any of the above breaches the Artist may with the consent of Equity terminate forthwith the Artist's engagement, or Equity may require the Artist to perform, or not to perform or otherwise act, or not to take advantage of any such breach.

In the event of any of the above breaches, the NAC agrees to pay the Artist forthwith in full for all services rendered by the Artist and not already paid for plus any other amounts to which the Artist may by contract or under Equity rules be entitled to recover. Should any such act or breach occur it shall be open to negotiate with Equity the continuation of services by an Artist without such continuation acting as a waiver of any of the rights of either Artist or Equity.

9:02 Breaches by Artist

The NAC shall have the right to terminate the contract of an Artist for the reasons stipulated below:

(A) Inability to Perform Due to Intoxication

Inability of an Artist in the opinion of the NAC to rehearse and/or perform caused by intoxication or other impairment. Two independent written records shall be made, one of which shall be considered sufficient notice to Equity.

(B) Material Breach

Material breach by an Artist of the responsibilities set out in the terms of their contract. If, after arbitration of such a termination, the Arbitrator finds against the NAC, the NAC shall recompense the Artist as awarded by this Arbitrator but in no event less than the fees which would otherwise have been payable under the Artist's contract.

10:00 COMPENSATION

10:01 Fees Paid in Legal Tender

In Canada, all payments required to be made by the NAC to the Artist shall be in the legal tender of Canada, except when otherwise requested by the Artist.

10:02 Payment

(A) Fees

Payment of fees to the Artist may be made in cash or by company cheque. Payment shall be made to the Artist(s) immediately following the final performance or, at the request of and cost to the Artist, by wire transfer on the first business day following the final performance.

(B) Timeline

Payment for overtime and/or overnight rest infringement and/or payment related to a visual or sound recording are due in the week after it is submitted to the NAC.

(C) Agent Fees

The NAC shall not deduct or withhold agent fees.

10:03 Salaries, Non or Partial Payment

(A) Non or Partial Payment

Non-payment or partial payment of contractual fees and other compensation including overtime GST/HST, vacation pay, RRSPP contributions, insurance premiums and transportation costs of the Artist to the point of origin and return, when due, shall be deemed a material breach of contract giving any Artist the right to terminate forthwith the Artist's contract with the NAC, Equity consenting. However, upon application by the NAC, Equity may grant a grace period not to exceed seven (7) days.

(B) Failure to Make Payments

If the NAC fails to pay payments due to the Artist, the Artist shall have an alternative right to receive such payments out of any security deposited with Equity by the NAC. Equity agrees to notify the NAC by telephone, facsimile transmission or telegram of its intention to claim on such security, prior to doing so. The NAC agrees to replenish the security deposit upon receipt of a request from Equity. Acceptance by the Artist of payment in full shall be a waiver of the Artist's right to terminate the Artist's contract with the NAC.

(C) Invocation of Arbitration Procedure

However, in the event that the NAC has invoked the arbitration procedure provided for in Article 37:00, the Artist shall not have the right to terminate the Artist's contract but may receive the disputed amount from the security deposited with Equity by the NAC. In this event, the NAC is not required to replenish the security deposit until the completion of the arbitration procedure.

10:04 Additional Duties

The Artist will not perform any additional duties that are not specified in the Artist's contract unless the Artist negotiates additional compensation therefore which shall be to the Artist's satisfaction and which shall not be less than one hundred and forty-three dollars and twenty-five cents (\$143.25) per week. Such additional duties and compensation shall be specified in a rider to be attached to the Artist's contract.

Additional duties are defined as singing or performing additional parts not specified in the Artist's contract at the time of its signing.

10:05 Itemized Deductions and Payments

Fee payments will include a statement setting out the following payments and all deductions, including the following, payment period, date of payment, gross fee, RRSP deductions, NAC's RRSP contributions, vacation pay, overtime, GST/HST or other penalty payments, Equity dues and assessments.

10:06 Term of Agreement

Minimum fees for 2008-2009 as expressed herein shall apply from September 1, 2008 to August 31, 2009; for 2009-2010 from September 1, 2009 to August 31, 2010; for 2010-2011 from September 1, 2010 to August 31, 2011; for 2011-2012 from September 1, 2011 to August 31, 2012 and for 2012-2013 from September 1, 2012 to August 31, 2013

10:07 Minimum Compensation**(A) Point of Origin Minimum Fees**

The following minimum weekly compensation shall apply to engagements under this agreement:

	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
Performer	\$937.00	\$961.00	\$986.00	\$1,011.00	\$1,037.00
Stage Director	\$1,548.00	\$1,587.00	\$1,627.00	\$1,668.00	\$1,710.00
Choreographer	\$1,387.00	\$1,422.00	\$1,458.00	\$1,495.00	\$1,533.00
Stage Manager	\$1,343.00	\$1,377.00	\$1,412.00	\$1,448.00	\$1,485.00
Season Stage Manager	\$1,478.00	\$1,515.00	\$1,553.00	\$1,592.00	\$1,632.00

The minimum term of any engagement shall be two (2) weeks.

The minimum term of engagement of a Season Stage Manager engaged in accordance with Clause 31:02(B) shall be one (1) week.

(B) Overtime and invasion of a Free Day

- (i) Overtime Regular: twenty-five dollars (\$25.00) per half (1/2) hour or part thereof
- (ii) Overtime Overnight Rest Infringement: fifty dollars (\$50.00) per half (1/2) hour or part thereof
- (iii) Invasion of a Free Day: sixty dollars (\$60.00) per half (1/2) hour or part thereof or one fifth (1/5) of the Artist's contractual fee, whichever is greater. The minimum call for such an occasion shall be considered as three (3) hours, whether or not the full three (3) hours are used.

(C) Educational Programming and Student Matinee Fees

	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
Performer	\$619.00	\$635.00	\$651.00	\$668.00	\$685.00

(D) Minimum Term & Coaching Fee

- (i) The minimum term of any engagement shall be one (1) week.
- (ii) In addition to the negotiated weekly fee, the Artist engaged in accordance with this Clause 10:07(C) shall receive a coaching and additional duty fee of sixty-eight dollars (\$68.00) for each week of the Artist's engagement. The coaching and additional duty fee shall not be pro-rated.

10:08 Vacation Pay

The Artist who is a citizen of Canada or a landed immigrant to Canada shall accrue vacation pay of at least six percent (6%) of the Artist's weekly in-town contractual fee to a maximum of

ninety-three dollars and fifty cents (\$93.50) per week of engagement.

10:09 Registered Retirement Savings Plan

The following applies to all Artists who have the status of citizens of or landed immigrants in Canada and to all Artists who have the status of citizens of the United States of America.

(A) RRSP Deductions

From 2008-2010, the NAC will deduct three per cent (3%) of the Artist's in-town contractual fee to which the NAC will add its own contribution of three per cent (3%) of the contractual fee for a total of six per cent (6%); from 2010-2013, the NAC will deduct four per cent (4%) of the Artist's in-town contractual fee to which the NAC will add its own contribution of four per cent (4%) of the contractual fee for a total of eight per cent (8%).

(B) RRSP & insurance Remittance

The NAC shall remit payments for RRSP and Accident Insurance at the end of each production. For all other activities and remittances, the NAC shall remit payments on a monthly basis.

(C) RRSP Maximum Contributions & Deductions

The contributions and deductions provided for above shall apply to that part of the Artist's weekly contractual fee which does not exceed three thousand, one hundred and twelve dollars (\$3,112.00).

(D) Artists Over Seventy-One Years of Age

Individuals over seventy-one (71) years of age are prohibited by law from contributing to RRSPs. For any Artist over seventy-one (71) years of age, the NAC shall execute a rider to the Artist's engagement contract stating that the Engager will remit to the eligible Artist an additional percentage of the contractual fee which does not exceed three thousand, one hundred and twelve dollars (\$3,112.00) in lieu of the NAC's RRSP contribution as follows:

2008-2010	2010-2013
three percent (3%)	four percent (4%)

10:10 Contingent Compensation, On Weekly Gross-Net Receipts, Profits

No engagement contract shall be entered into by the NAC 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 fees in accordance with the terms of this Agreement and Clauses.

10:11 Season Check List

Prior to March 31 of each year, the NAC shall provide to Equity a list of all known upcoming programming, including full name of the Artist, dates of engagement and a brief description of all services to be provided. Within sixty (60) days of receiving the list, Equity and the NAC shall determine the application of this Agreement. The NAC shall then provide full details pertaining to negotiated fees and other financial considerations. The NAC shall update any changes to this information with Equity as soon as reasonably possible.

11:00 ARTISTS' CATEGORIES**11:01 Performer**

The term "Performer" shall refer to and include all Artists engaged on Equity contracts as actors, singers, dancers and narrators in both singing and non-singing roles.

11:02 Season Stage Manager

A "Season Stage Manager" is responsible for overseeing the operation of stage management personnel and the scheduling of a production(s) and may take upon himself/herself any stage management duty and responsibility as outlined in Article 31:00.

11:03 Stage Manager

A "Stage Manager" is the person engaged for the purpose of stage managing a production and will fulfil the duties as outlined in Article 31:00.

- 11:04 Stage Directors**
A "Stage Director" will fulfil the duties as outlined in Article 30:00
- 11:05 Choreographers**
A "Choreographer" will fulfil the duties as outlined in Article 30:00
- 11:06 Children**
Children, sixteen (16) years of age and under, must, while undertaking any activity for the NAC, be appropriately supervised by a parent, guardian or representative of the NAC. Such duties may not be required of any Equity member engaged for that activity.

12:00 DEFINITIONS

- 12:01 Opera-in-Concert**
An orchestral performance where the words and music of the majority or entirety of an opera, operetta or musical drama are performed, with the orchestra on stage, and which may include some or all of the following elements: limited staging, direction or choreography; minimal costumes, props; elements of lighting design. An Opera-in-Concert does not include elements of scenery, sets, special stage make-up, or wigs.
- 12:02 Staged Opera**
A fully staged production of an opera, operetta or musical drama with the orchestra in the pit and those elements enumerated in Clause 12:01, Opera-in-Concert, any one of the following additional elements: wigs, special make-up, sets and scenery.
- 12:03 Concert Presentation**
Any musical performance that is not a Staged Opera or an Opera-in-Concert.
- 12:04 Education and Youth Programming**
Performances specifically intended for audiences of children of pre-school or school age, or sold through educational institutions
- 12:05 Amateur Artist**
An individual who attests in an affidavit that he/she is not pursuing a career as a professional in the performing arts and is not a member of any professional artists' association or union.
- 12:06 Foreign Artist**
An Artist who is not a Canadian citizen or landed immigrant, and not a member of any foreign professional artists' association or union with whom Equity has a reciprocal agreement (currently limited to AFM and AEA)
- 12:07 Season**
The period from September 1 to August 31.
- 12:08 Point of Origin**
The municipality where the NAC has its headquarters and shall encompass a radius of eighty (80) kilometres from city hall. The Point of Origin shall be designated on the face of the contract. While rehearsing and/or performing at the Point of Origin, in-town conditions shall apply. While rehearsing and/or performing in any other location, other than run-outs, the touring conditions as per Article 39:00 of this Agreement shall apply.
- 12:09 Place of Residence**
The Artist's home or usual place of residence as shown on the face of the Artist's contract.
- 12:10 Engagement Week**
Any consecutive seven (7) day period, starting the first date listed on the Artist's engagement contract. There shall be one free day in each work week.
- 12:11 Free Day**
A period of time during which the Artist shall not be required to travel or perform any services or obligations whatsoever for the NAC. There shall be one (1) Free Day during each engagement week. The Free Day must occur within the engagement week of which it is a part. Once the Free Day has been designated, it may be changed only upon giving the Artist at least seven (7) days' notice of such change.
There shall be no more than nine (9) consecutive work days between Free Days, and the Free Day prior to the first public performance must be given within the seven (7) days prior thereto.

In the Point of Origin, the said period of time shall commence at midnight and end at 9:00 a.m. two days later.

- 12:12 Overnight Rest Period:**
The time between the end of one day's work and the beginning of the next day's work during which the Artist shall not be required to perform any service.
The overnight rest period may not be less than twelve (12) hours for performing Artists.
- 12: 3 Rehearsal**
Includes, but need not be limited to, music rehearsals, staging rehearsals with or without orchestra, fittings, photocalls, cueing and giving notes.
- 12: 4 Rehearsal Day**
A day on which no performance is given and on which the Artist may be required to rehearse in accordance with the terms and conditions of this Agreement.
- 12:15 Run Through Rehearsal**
A rehearsal with the intent to rehearse a work in its entirety.
- 12:16 Dress Rehearsal**
The last rehearsal with orchestra before the first performance for which the Artist may be required to appear in full costume by the NAC and where the intent is to perform the work or performance in its entirety.
- 12:17 Dress Rehearsals with Audiences Present**
Dress rehearsals with paying audiences present shall be considered as performances.
Where an audience will be present at a rehearsal, the Artist shall be notified in writing at least forty-eight (48) hours in advance that such an audience will be present.
- 12:18 Performance Day**
A day on which at least one (1) performance is given
- 12:19 Half Hour Call**
The minimum thirty (30) minute period immediately prior to the beginning of the performance or rehearsal.
- 12:20 Extraordinary Risk**
Extraordinary risks are defined as a performance of acrobatic feats; suspension from trapezes, wires, or like contrivances; the use of, or exposure to, weapons, fire, or pyrotechnical devices or the taking of dangerous leaps, falls, throws, catches, knee drops, or slides; the handling of unusual live animals (including birds, fish, reptiles). 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. Stage Management personnel shall be covered by extraordinary risk insurance for the term of their engagements whenever a production utilizes moving or flying set pieces.
The determination as to what constitutes extraordinary risk shall be made by Equity in consultation with a representative of the NAC.

13:00 REHEARSALS

- 13:01 Commencement**
Rehearsal begins on the date when the Artist is first called to rehearse as specified on the Artist's individual contract.
- 13:02 Preparation for**
The Artist shall arrive at the first rehearsal for a Concert or Opera-in-Concert knowing the music and text of the role for which the Artist has been engaged. If an Artist is engaged to perform a new work for which the translation or vocal score is not readily available at retail outlets, then the NAC must provide the score at least eight (8) weeks prior to the beginning of rehearsals.
Except in the case of new works, the NAC shall notify the Artist of the translation, version, cuts, interpolations, dialogue additions and/or deletions, and cadenzas of each work assigned at the time the Equity engagement contract is signed. If not yet known, the NAC shall provide the Artist with all foregoing information at least six (6) weeks prior to the first rehearsal of said work.

If the NAC fails to notify the Artist at least six (6) weeks prior to the engagement of language, version, translation or substantial cuts or additions, this shall render the following paragraph null and void.

In the event that the Artist is inadequately prepared to rehearse and/or perform by reason of not knowing the text and music by memory of the role for which the Artist is engaged, the NAC may schedule special coaching outside the rehearsal hours at the Artist's expense. Should the Artist remain inadequately prepared to rehearse and/or perform, after receiving coaching, the NAC may request Equity's permission to terminate the Artist's contract. When Equity agrees to the termination of the Artist's contract, the Artist shall be paid such expenses and remuneration as agreed between Equity and the NAC. In the event that Equity and the NAC fail to reach agreement concerning the payment of such expenses and remuneration, then Equity may request that the dispute be arbitrated.

13:03 Rest Periods

(A) During Rehearsal

There shall be a five (5) minute rest period for each hour of rehearsal with a minimum ten (10) minute rest period after a maximum of two (2) hours of rehearsal.

(B) Overnight Rest

During the rehearsal period there must be twelve (12) hours clear between the end of one (1) day's rehearsal and the call to work on the next day. For invasion of the overnight rest period, the NAC shall pay to the Artist the fees specified in Clause 10:07(B).

13:04 Meal Breaks

Except as provided for in Clause 13:08, there shall be a meal break of at least one (1) hour after a maximum of three (3) hours of rehearsal.

13:05 Overtime Calls

During regular rehearsals the NAC will endeavour to inform the Artist at least fifteen (15) minutes before overtime rehearsals are due to begin. The Artist may not be required to rehearse more than two (2) hours of overtime rehearsal in any one (1) day.

13:06 Posting of Calls, Performance Schedules and Casting

It is the responsibility of the NAC to notify the Artist of all rehearsal and performance times not later than twenty-four (24) hours prior to the rehearsal or performance call.

13:07 Rehearsal Hours

Artists may be required to rehearse up to a maximum of six (6) hours out of a span of twelve (12) hours per day to a maximum of thirty (30) hours per engagement week.

13:08 Run-Through or Dress Rehearsals

In the three (3) days prior to the opening, there may be the following rehearsals.

(A) Run-Through Rehearsal

One three and one-half (3-1/2) hour Run-Through rehearsal. One other call of not more than two (2) hours may be scheduled on this day; and

(B) Dress Rehearsal

One four (4) hour dress rehearsal call inclusive of a half hour call. One other call of not more than two (2) hours may be scheduled on this day.

For all dress rehearsals with elements of staging, there must be a minimum half hour call, which shall be considered part of the rehearsal time. Whenever possible, each Artist shall participate in the dress rehearsal in costume.

If the Dress Rehearsal continues beyond 11:30 p.m., the regular overtime rate shall apply.

13:09 Notes

Immediately following the Dress Rehearsal the company may be given notes for up to thirty (30) minutes provided that the performing Artists are released prior to 11:30 p.m.

13:10 Rehearsal on a Performance Day

On the day of the first public performance of a given work, the Artist may rehearse up to a maximum of three (3) hours.

Beginning with the day after the first public performance, an Artist appearing in one (1) performance that day may be called upon to rehearse for up to a maximum of two (2) hours.

The Artist shall not be required to rehearse after an evening performance.

The Artist shall not be required to rehearse or to perform any other duties (travel excepted) earlier than one and one half (1-1/2) hours after a matinee performance.

13:11 Rehearsal on a Two Performance Day

The Artist shall not be required to rehearse on any two (2) performance day.

13:12 Rehearsal on an Education and Youth Programming Performance Day

Notwithstanding Clauses 13:10 and 13:11, for Education and Youth Programming performances only, if two (2) performances of seventy (70) minutes or less are performed on the same day, the Artist may be called to rehearse for a maximum of one and one-half (1-1/2) hours on that day, prior to the performances subject to meal break provisions (Clause 13:04).

14:00 PERFORMANCES

14:01 Number

The Artist may not be required to take part in more than six (6) performances in each performance week.

14:02 Maximum Number of Performances in a Day

The Artist shall not be required to perform more than two (2) performances in one (1) day.

14:03 Maximum Number of Performances in a Three Day Period

The Artist shall not be required to give more than five (5) performances in any three (3) day period.

14:04 Notification of Changes

The Artist will be notified at least twenty-four (24) hours in advance of any change to the performance schedule.

14:05 Education & Youth Programming

Notwithstanding the provisions of Clauses 14:02 and 14:04 above, for rehearsals and performances for Education and Youth programming, the Artist may not be required to rehearse or perform more than ten (10) times per week, except under following conditions:

(A) Maximum Running Time of Performance

Each performance shall not exceed 70 (seventy) minutes in duration;

(B) Maximum Time Span per Day

The time span on each day, from the beginning of the first call to the end of the last call, shall not exceed eight (8) hours;

(C) Calls Within a Five Day Span

All calls must be scheduled to take place within a five (5) day span, Monday to Friday, or Tuesday to Saturday.

14:06 Preparation Period for Performer

All performances and dress rehearsals must include a minimum thirty (30) minute period immediately prior to the beginning of the performance to be used by the Performer to prepare himself/herself for the performance.

15:00 CONCERT DRESS, COSTUMES & MAKE-UP

15:01 Concert Dress

(A) Artist Required to Provide

Unless the NAC directs otherwise, the Artist shall provide the following concert dress for performances under this Agreement.

(i) Men: Fall, Winter, Spring performances:

Black tuxedo, black bow tie, black pants, white shirt and black socks and shoes or,

Black tails, white bow tie, black pants, white shirt and black socks and shoes.

(ii) Men: Summer performances:

As above, or, white jacket, black bow tie, black pants, white shirt and black socks and shoes.

- (iii) Women -Year round:
Full length concert dress, appropriate for the occasion.

(B) Artist Required to Perform in Costume

When the NAC requests that the Artist perform in costume, the NAC shall provide or rent suitable costumes and provide appropriate cleaning and maintenance.

(C) Make-Up

Artists may appear in concert make-up, which they provide and apply. However, if the NAC requires an Artist to perform in theatrical make-up, the NAC shall provide the make-up and a make-up Artist.

15:02 Personal Wardrobe, Shoes & Hair Pieces Rider

No Artist shall rent any wardrobe, shoes or hair piece(s) to the NAC for use in any performance unless the terms of the rental or loan are stated in a rider to his/her engagement contract.

The rider to the Artist's contract shall clearly stipulate the replacement value of the Artist's wardrobe item in the event of loss or damage, and the agreement of the NAC to reimburse the Artist for that amount should loss or damage occur.

16:00 FUNDRAISERS AND BENEFITS

16:01 Fundraisers

The NAC may engage an Artist to perform in a fundraising concert, the proceeds of which will be solely dedicated to activities of the NAC or the Music Department. The Artist shall be engaged under the terms and conditions of this Agreement, however, it is understood that there is no minimum fee for such activities. The NAC shall be responsible for providing round trip transportation and first class accommodation to the Artist performing in a fundraiser concert. The Artist must be in good standing with Equity before participating in any such fundraiser concert.

Insurance applies to all engagements under this Article. RRSP, dues and vacation pay shall apply to any fee that is negotiated for such an engagement.

16:02 Benefits

The minimum fees as described in Clause 10:07 shall apply for any benefit performance.

17:00 SAFE AND SANITARY PLACES OF ENGAGEMENT

17:01 Working Environment, Health & Safety

The NAC agrees to provide the Artist with safe and sanitary places of engagement. The NAC is subject to the Health and Safety standards established by its own Harassment in the Workplace Policy, Health and Safety Policy, Smoking Policy and the Canada Labour Code. Authorized representatives of Equity shall have free access to all members of Equity at all times, inclusive of rehearsals or performances.

17:02 Interruption of Work in Progress

However, there shall be no interruption of work in progress except where deemed essential in order to address an emergency situation. Equity representatives shall notify the NAC in advance of such visits, whenever possible.

17:03 Responsibility of the NAC

The NAC accepts responsibility for the safety of the Artists in the training and execution of Extraordinary Risks. The NAC has the right to engage qualified individuals for the purpose of instructing the Artists in the performance of Extraordinary Risks.

17:04 Extraordinary Risk Rider

An Artist shall not be required to perform an extraordinary risk unless said risk is stipulated in a rider to his/her contract.

18:00 LODGING IN THE POINT OF ORIGIN

18:01 NAC's Responsibility

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

18:02 List of Accommodation

Said list shall be up-to-date. In all cases, a full description shall be given with price, location of each accommodation in relation to the NAC.

18:03 Rates

The Artist shall confirm rates listed and make the Artist's own arrangements to occupy any accommodation, listed or unlisted.

19:00 TRANSPORTATION AND BAGGAGE

19:01 Transportation of Artist by NAC

The NAC shall, at its own expense, transport the Artist whose residence is outside of the Point of Origin, and also the Artist's baggage (to a limit of 300 pounds), from the Artist's residence to the Point of Origin, and return, except that where the Artist has a consecutive contract of engagement, the NAC shall negotiate equivalent travel reimbursement. Transportation shall be by air, train, bus, or automobile, as agreed to by the Artist and the NAC, and stipulated in the Equity Artist's NAC contract rider. The Artist shall be reimbursed for all travel expenses upon presentation of original receipts or invoices to the NAC.

19:02 Use of Artist's Vehicle

If the Equity Artist travels to the Point of Origin by automobile, the NAC agrees to pay the Artist mileage in accordance with the NAC Corporate Guidelines per kilometre from Place of Residence to Point of Origin and return. In this instance, no receipts or invoices are required of the Artist.

19:03 Ground Travel to and from Airport

The NAC is responsible for the Artist's transportation to and from the airport terminal, or train station, or bus station and the NAC and/or the Artist's lodging in the Point of Origin.

20:00 CLAIMS

20:01 Waiver & Release Not Permissible

Upon any claim of the Artist arising under this Agreement through any breach thereof, no receipt, waiver or release or adjustment by the Artist is of any validity whatsoever, unless Equity consents in writing. The NAC, by agreeing to this Clause, agrees that the NAC 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.

20:02 Time Limit in Lodging Claim

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

21:00 PROPERTY

21:01 Reimbursement

The NAC shall reimburse the Artist up to an amount of three thousand, one hundred and twelve dollars (\$3,112.00) for loss and/or damage to:

(A) Artist's Property

The Artist's property used, or to be used in connection with a Concert or Opera in Concert covered by the Artist's contract of engagement;

(B) Valuables

The valuables given to the NAC or the NAC's agent for safe-keeping.

21:02 Facilities for Safe-Keeping

The NAC agrees to provide facilities for safe-keeping in this regard for personal valuables, jewellery or cash.

22:00 SECURITY DEPOSIT (BOND) AND SECURITY AGREEMENT

22:01 Security Agreements

The provisions of any and all agreements relating to security deposited or agreed to be deposited with Equity covering any engagement under this Agreement and any contracts of engagement are hereby adopted and made part of this Agreement and said contracts.

This includes agreements on forms now called "Bond", "Security Agreement", "Letter of Guarantee" and "Letter of Credit".

22:02 Security

It is of the essence of this Agreement and all contracts of engagement and a condition precedent to the engagement of the Artist that the NAC shall file and maintain a security satisfactory with Equity. This amount shall not exceed one (1) week's contractual fees for the maximum number of Artists engaged during any one (1) week during the current or future season, plus ten per cent (10%) of that total, plus an additional percentage equivalent to the percentage total of applicable service taxes. The amount of the security required for each season shall be determined not later than June 30 of each calendar year.

22:03 Posting of Security

The NAC shall be ineligible to engage Equity members unless and until the NAC shall have furnished security as required in Clause 22:02 to ensure the payment of claims arising from unpaid benefits and fees (including but not limited to fees, overtime, per diem, and transportation) as well as any claim arising from the provisions of Article 37:00 (Arbitration).

23:00 ENGAGEMENT CONTRACTS

23:01 Engagement

The Artist's engagement begins at the date of the first call, and ends with the last performance of the engagement. The NAC reserves the right to offer more than one engagement under one contract without a continuation of fees, benefits, or any aspect of the engagements. The period between the end of one engagement and the commencement of the next engagement cannot be less than two (2) weeks.

24:00 INDIVIDUAL ENGAGEMENT CONTRACT

24:01 Requirement to File

No Artist may begin an engagement unless an individual Artist's contract has been completed and a copy filed with Equity and the NAC.

24:02 Effective Date

Contracts between the NAC and the Artist must be signed before the Artist begins the engagement 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.

24:03 Changes and Alterations

The Artist has no right or power to waive any of the minimum conditions set forth in the contract, Agreement and Clauses without the written consent of Equity. The NAC 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.

24:04 Signing Of

Unless contracts are signed concurrently, they must be signed first by the NAC. If the contract is not signed concurrently, the NAC may, in writing, at the time of sending the contract to the Artist, notify the Artist that unless the contract is signed and returned by the date specified by the NAC which shall not be less than thirty (30) business days, the NAC may declare the contract to be null and void. After the said period has elapsed the NAC agrees to advise the Artist in writing that the contract may become null and void at the discretion of the NAC.

24:05 Quadruplicate Contracts

Contracts must be completed in quadruplicate:

One copy retained by NAC

One copy filed with Equity by NAC

One copy retained by Artist

One copy filed with Equity by Artist

The Artist shall file with Equity and the NAC the appropriate copies as above of the contract within ten (10) days of the Artist's signing same. The NAC shall remit to Equity the appropriate copy as above of the fully executed contract within ten (10) days of receipt of same, and in no event later than the date of the beginning of the engagement.

24:06 Inclusions Prohibited

Any riders which state that the weekly fee or the fee to be paid the Artist is inclusive of overtime, GST/HST, premium payments,

vacation pay, the NAC's RRSP contribution insurance premiums or transportation reimbursement that may be due to the Artist under this Agreement, are not permitted.

25:00 EXCLUSIVE SERVICE OF THE ARTIST

25:01 Exclusive Service

Except with the prior written agreement of the NAC, the Artist shall not accept any other engagement for a live performance;

(A) Timeline

During the period from the date of the first call until the contract is lawfully terminated, at any location;

(B) Minimum Contractual Fee

For an the Artist whose contractual fee is more than quadruple the minimum weekly fee in accordance with Clause 10:07, but less than six thousand, eight hundred and forty-six dollars (\$6,846.00) during a period of not longer than four (4) weeks before the first call of the engagement to four (4) weeks after the last performance, in any location within eighty (80) kilometres of the NAC;

(C) Maximum Contractual Fee

For an Artist whose contractual fee is more than six thousand, eight hundred and forty-six dollars (\$6,846.00), during a period of not longer than eight (8) months prior to the first call of the engagement to four (4) months after the last performance, in any location within eighty (80) kilometres of the NAC.

25:02 Hiatus Periods for Season Stage Manager

The terms of Clause 25:01 shall not apply to the engagement of a Season Stage Manager during hiatus periods.

26:00 BILLING, PHOTOS AND PROGRAMS

26:01 Advertising, Display Media and Promotion

(A) Advertising Under the NAC's Control

In connection with all advertising and display media under the NAC's control, the NAC shall exercise reasonable diligence in removing the name and/or likeness of the Artist no longer in the production or performance.

(B) Not Related to a Particular Production

For promotional purposes not related to a particular production, the NAC may use photos from previous Concerts or Operas in Concert, provided that solo Artists in such photos are properly identified.

(C) Related to a Specific Concert or Opera-in-Concert

In advertising and publicity for a specific Concert or Opera-in-Concert, the NAC may use photos from a current or previous Concert or Opera-in-Concert provided the Concert or Opera-in-Concert is properly identified, and in photos containing three (3) or fewer Artists the Artists are properly identified.

26:02 Specific Provisions

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 set forth in the contract.

26:03 Billing Breach

Whenever a breach is claimed of a billing clause contained in an Artist's individual contract, Equity shall notify the NAC in writing of said breach. If the breach is not corrected within seven (7) business days of receipt of the written notification, except as provided below, the NAC shall pay to the Artist a sum equal to one-eighth (1/8th) of the Artist's fee or three thousand, one hundred and twelve dollars (\$3,112.00), whichever is less, for each week that the breach continues beyond said seventh day.

If the breach involves billboards, the time interval for correction shall be extended to two (2) weeks.

If the breach involves billing in a newspaper and should the NAC not correct an error in billing when notified forty-eight (48) hours or more prior to the press deadline, the NAC shall pay to the Artist a sum equal to one-eighth (1/8th) of the Artist's weekly fee or three thousand, one hundred and twelve dollars (\$3,112.00), whichever is less.

26:04 Programs

(A) Program Credits and Photographs

An 8" by 10" professional quality photograph of each Artist performing a solo, lead or featured performer role shall be provided by the Artist, and the photograph shall be reduced to an appropriate size and accurately reproduced, and properly identified in the house program. This provision shall also apply to Artists contracted as Season Stage Managers or Stage Managers, Directors and Choreographers. The size of each photograph shall be subject to the limitations of space in the house program, and therefore the size and placement of the Artist's photograph shall be at the sole discretion of the NAC.

(B) Program Notice

The NAC shall list in the program or playbill distributed to the audience the names of all Artists under contract to the NAC for the Concert or Opera-in-Concert.

26:05 Errors or Omissions

In the event that there are errors or omissions in the printed listing in the playbill and/or program, the NAC agrees that upon receipt of notice of an omission or error in such listing, the NAC will, within twenty-four (24) hours (including a least one (1) business day), place in the playbill and/or program a mimeographed or printed slip correcting the omission or error and will also correct the omission or error in the next printing of the playbill or program, provided such notice is given at least twenty-four (24) hours prior to the press deadline. In place of a printed slip the omission or error may be corrected by an announcement being made to the audience before the performance.

26:06 Biographical Materials in Programs

(A) Artist's Right of Approval

The Artist is required to submit biographical material for the program or souvenir program upon signing of the contract, at the NAC's request. The Artist may request that the material to be published be submitted to the Artist for approval, such requests shall not be unreasonably rejected. Should the Artist not inform the NAC of the disapproval of the material within twenty-four (24) hours of its submission, the material will be considered approved.

(B) Length of Biography

The NAC shall ensure that biographies of all Artists provided for in Clause 26:06(A) shall appear in the house program.

The NAC shall determine the space available for, and the placement of the Artist's biography, in the house program. It is acknowledged that the NAC has the right to limit the length of a biography subject to the limitations of space in the house program.

27:00 PHOTOGRAPH CALLS AND PUBLICITY

27:01 Photographs Supplied by the Artist

Upon request from the NAC, the Artist must provide two (2) black and white or colour photographs at the time of signing the contract.

27:02 Photographs for Archival and Promotional Purposes

The NAC has the right to take photographs of the Artist during rehearsals and/or performance for archival and promotional purposes.

27:03 Use of Photographs

The NAC has the right to use photographs, at no additional cost, in all communications including on TV, Internet, printed brochures, advertising and publications in connection with the engagement, or the NAC's programming in general, for a period of time not to exceed one (1) year from the end of the Artist's engagement.

27:04 Subsequent Use of Photographs

Notwithstanding the time limit herein, the NAC may:

(A) Annual Report

Use a photograph of the Artist in its annual report for the year in which the Artist appeared; and

(B) Public Exhibitions

Subsequently, use a photograph of the Artist in public exhibitions, created by the NAC and relating to the NAC or the performing Arts.

27:05 Credit

In all cases the Artist's name shall be properly credited in the publicity within the provisions of Article 26:00 of this Agreement.

27:06 Artist's Availability

The Artist cannot be required to be at the disposal of the NAC for the purpose of taking photographs, except within the specified rehearsal and performance hours.

27:07 Payment for Use of a Photograph

(A) Commercial Product

The NAC must obtain the Artist's prior written authorization before the Artist's picture may be used in conjunction with the sale and/or promotion of a commercial product, and said authorization must specify the commercial product involved. If the Artist consents to the use of said Artist's picture, as aforesaid, the Artist shall be paid not less than one hundred and twenty-five dollars (\$125.00) for said use. The Artist called to a picture call for the purpose described above, whether said call is at the NAC or elsewhere, shall in addition, receive one hundred and twenty-five dollars (\$125.00) per hour or part thereof for said call.

(B) Books

With the prior written consent of Equity, the NAC may use or authorize the use of Concert or Opera-in-Concert photographs in books, provided that the Artist is properly identified therein, and the NAC may be exempt from the 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 NAC shall pay the Artist one hundred and eighty-seven dollars (\$187.00) for the use of the photographs.

(C) Commercial Product for the Benefit of the NAC

If the sales of the commercial product are solely for the benefit of the NAC, this Clause shall not apply. However, the NAC must obtain the prior written permission of the Artist. Such permission shall not be unreasonably withheld.

28:00 ADVERTISING OF ARTIST'S NAME

28:01 Permission Required from Artist

The NAC shall not advertise or announce the name of an Artist unless permission is given by the Artist or unless the NAC can subsequently demonstrate the NAC and the Artist or the Artist's representative had exchanged faxes or e-mails agreeing to the date, fee, financial conditions, and repertoire prior to the announcement.

For any infringement of this Clause, the NAC shall pay the Artist four (4) weeks of the minimum weekly fee in accordance with Clause 10:07.

29:00 STAFFING

29:01 Concerts

(A) Elements of Staging

The NAC may engage Artists under this agreement for Concert Presentations that may include the following elements of staging: props, costumes, make-up, directed stage movement, acting or dance.

(B) Notice of Elements of Staging

The NAC must advise the Artist in writing at time of engagement of the fact that some elements of staging will be involved in the performance, but does not need to specify which staged elements. If the NAC informs the Artist of this fact after the time of engagement, the Artist shall have the option of declining the engagement.

(C) Engagement of Equity Stage Director

When the NAC requires an Artist to act, move or physically create a characterization of a character, whether or not costumes are involved, depending on the complexity of the presentation, the NAC may engage an Equity Stage Director for the engagement.

29:02 Operas-in-Concert

The NAC may engage Artists for Operas-in-Concert under this agreement. If the opera is presented as a pure concert, with no elements of staging, stage management is not required.

30:00 CHOREOGRAPHERS AND/OR STAGE DIRECTORS

30:01 Duties of the Artist for Stage Directors

The Stage Director shall conduct rehearsals, appear promptly for all scheduled rehearsals, respect the physical property of the NAC, performance venue and place of rehearsals, conduct rehearsals in a manner not violative of any rules of Equity, abide by particular Artistic policies specific to the NAC and to which the Artist is contracted, and generally fulfill the Artistic planning and production contributions commonly within the scope of the functions of the Director.

30:02 Availability of Stage Director

The Stage Director shall make him/herself available for such meetings and consultations as are required by the NAC, particularly with the NAC staff 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.

30:03 Duties of the Artist for Choreographers

The Choreographer shall conduct dance rehearsals, appear promptly for all scheduled rehearsals, respect the physical property of the NAC production, theatre, and place of rehearsal, conduct rehearsals in a manner not violative of any terms of this Agreement, abide by particular artistic policies specific to the NAC and to which the Artist is contracted, and generally fulfill the artistic planning and production contributions commonly within the scope of the functions of the choreographer.

30:04 Availability of Choreographer

The Choreographer shall make him/herself available for such meetings and consultations as are required by the NAC, particularly with the Stage 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.

30:05 Stage Directors and/or Choreographers - Consultation

(A) Consultation Before Signing

Before agreeing to direct a production, the Stage Director and Choreographer have the right to knowledge, but not approval of, the following production arrangements: the name of the Season Stage Manager or the Stage Manager and plans for crewing of the proposed production; 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 Performers to rehearse; the proposed length of run of the production; and any casting and design decisions, and any particular Artistic policies of the NAC.

(B) Consultation After Signing

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

(C) Consultation After Opening

After the opening of the production the work of the Stage Director and/or Choreographer shall not be changed or deleted by the NAC unless:

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

(D) Additional Work Required After Termination

Should the Stage Director and/or 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 Director will be compensated daily at two per cent (2%) of the total contractual fee.

31:00 STAGE MANAGEMENT

31:01 Stage Management Staffing Formulae

- (A) The NAC shall engage sufficient stage management personnel to ensure the safe and efficient running of a production or performance.
- (B) The NAC shall ensure that a Season Stage Manager or a Stage Manager is engaged for each concert, opera-in-concert or production that includes an element of staging and/or requires the coordination of backstage activity and/or requires stage management to call a large number of cues (including but not limited to entrances and exits, lighting, sound and effects cues).

31:02 Season Stage Managers and Stage Managers

(A) Term of Engagement

All Season Stage Managers or Stage Managers shall be engaged one (1) week prior to the commencement of rehearsals.

(B) Engagement of a Season Stage Manager

Provided the NAC engages a Season Stage Manager for not less than fourteen (14) weeks in the season, the engagement of the Season Stage Manager may be prorated over the period September 1 to August 31.

A Season Stage Manager engaged for not less than fourteen (14) weeks in a season may be engaged for a term of engagement of not less than one (1) week and the hiatus period between terms of engagements shall not be less than two (2) weeks or the provisions of Clause 23:01 shall apply.

The weeks of engagement shall be specified in rider to the Artist's engagement contract and the weeks of engagement may only be amended by the mutual agreement of the NAC and the Artist.

The Season Stage Manager may prep, schedule, attend production meetings and stage manage the rehearsal of performance of more than one production in each week of engagement.

(C) Responsibilities of Stage Management

The Season Stage Manager or the Stage Manager and the NAC will thoroughly discuss the Stage Management responsibilities for a given season and production(s) prior to the start of the season and rehearsal(s).

31:03 Span of Working Day

(A) 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. It is understood that the first or last call may begin or end with a preparation call or a Performers' call. If the Season Stage Manager or the Stage Manager's working day ever exceeds a span of thirteen (13) hours, an overtime rate of thirty-eight dollars (\$38.00) per half hour or part thereof will apply.

(B) Approval of Overtime

Any overtime which would result from Stage Management scheduling decisions must be approved by the NAC's designated representative in advance. If the NAC's designated representative is not available for such approval, and the working of such overtime is paramount to safety, travel schedule, or the efficient running of the production, such overtime may be approved at the discretion of the Stage Manager, in which case the Stage Manager shall inform the NAC's designated representative of such overtime in a timely fashion.

31:04 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. 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 Season Stage Manager or the Stage Manager, after consultation with the NAC's designated representative. Preparation time shall be limited to one (1) hour per day.

31:05 Discretion in Organization of Work
The NAC acknowledges that the Season Stage Manager or the Stage Manager holds a position of supervisory responsibility and, as such, may exercise discretion in arranging his/her work. Such discretion shall be exercised by the Season Stage Manager or the Stage Manager, after consultation with the NAC. The Season Stage Manager or the Stage Manager cannot be held responsible for any overtime which may arise through circumstances beyond his/her control.

31:06 Free Days
All Stage Management personnel shall receive the same number of free days in each engagement week as the Performers.

31:07 Overnight Rest Period
The overnight rest period for the Season Stage Manager or the Stage Manager may not be less than twelve (12) hours.

31:08 Production Meetings
The Season Stage Manager or the Stage Manager shall attend all scheduled production meetings which involve the discussion of elements of the production which directly affect the duties and responsibilities of Stage Management.

31:09 Excess Rehearsal, Cuing and Scene Changes
Any Stage Management personnel required to attend rehearsals, cuing sessions and scene change rehearsals, in excess of the allowable hours of rehearsal, exclusive of preparation, shall be paid at the appropriate overtime rate.

31:10 Additional Duties After the First Public Presentation
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 Season Stage Manager or the Stage Manager shall be compensated at the appropriate overtime rate.

31:11 Duties and Responsibilities of the Season Stage Manager or the Stage Manager
The Season Stage Manager or the Stage Manager shall have the following duties and responsibilities:

- (A) **Organization of Rehearsals and Performances**
Organize rehearsals and performances with NAC staff and schedule rehearsal calls.
- (B) **Prompt Book**
Assemble and maintain a prompt book, which is the property of the NAC.
- (C) **Coordination and Communication**
Work with the Stage Director and coordinate and communicate with the heads of all other departments during rehearsals and after first public presentation.
- (D) **Cuing Sessions**
Attend all cuing sessions for the production.
- (E) **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.
- (F) **Backstage and Dressing Areas**
The Season Stage Manager or the Stage Manager is in sole charge of the backstage and dressing areas and is in sole charge of cuing the movement of all scenic elements, technical elements, and Performers during performances.
- (G) **Record-Keeping**
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.

- (H) **Security**
Implement provisions made by the NAC for the security of personal property.
- (I) **Physical Welfare**
Assist and advise members of the company on matters relating to their physical welfare.
- (J) **Communication with the NAC's Designated Representative**

During the rehearsal period communicate with the NAC'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 NAC's designated representative in the form of a daily show report. The Stage Management show report shall be treated as confidential to those on the distribution list.

31:12 Prohibited Duties
Season Stage Managers or Stage Managers are not permitted to accept responsibility for:

- (i) Fulfilling the duties of union members whenever members of unions are engaged for a production.
- (ii) Fulfilling the duties of NAC Management.
- (iii) Signing closing notices.
- (iv) Building maintenance.
- (v) Payroll.
- (vi) Serving meals for the Performers.
- (vii) Understudying and performing.
- (viii) General office duties.

32:00 PERFORMANCES AND/OR REHEARSALS LOST

32:01 Fulfilment of Agreement Prevented, Rendered Impossible or Unfeasible
If the fulfilment of this Agreement by the NAC is prevented, rendered impossible or unfeasible by any act or regulation of any public authority, civil tumult, strike, lockout or labour dispute (whether or not involving the NAC), epidemic, interruption or delay of transportation services, war conditions or emergencies, or any cause beyond the control of the parties to this Agreement, then and thereupon this Agreement shall terminate and the respective obligations shall be required to be performed only up to the time of such termination, and there shall be no claim for damage by either party to this Agreement arising from the termination of this Agreement and the contracted obligations of the parties from and following the termination of this Agreement shall be deemed waived.

33:00 TERMINATION

33:01 Written Notice
It is the essence of all engagement contracts that all termination notices thereunder, must be in writing. Copies of all notices must be filed with or mailed to Equity forthwith by the party (Artist or NAC) giving notice.

33:02 Termination of Individual Engagement Contract
An individual Artist's engagement contract may be terminated as follows:

- (A) **Mutual Agreement**
By mutual agreement, in writing, a copy of which must be filed with Equity; or
- (B) **Breaches**
For the reasons set out in Clause 9:02 of this Agreement.

33:03 Dispute
Any dispute involving termination of a contract of engagement with an Artist and any claim regarding expenses or losses incurred by either party shall be subject to the arbitration procedures specified in Article 37:00 of this Agreement.

34:00 TERMINATION DUE TO ACCIDENT, SICKNESS

34:01 Extraordinary Risk

When the Artist shall have absented the Artist's self for two (2) days by reason of accident involving "extraordinary risk," the NAC may terminate the Artist's contract by giving the Artist

34:02 Absence Due to Accident or Illness

- (A) When the Artist shall have absented the Artist's self for two (2) consecutive days by reason of illness or accident, the NAC may terminate the Artist's contract at the end of two (2) days effective immediately.
- (B) If, in the opinion of the NAC and the conductor, the absence of the Artist prior to the end of this two (2) day period will jeopardize the production, the NAC may terminate the contract immediately.
- (C) When the Artist's contract is terminated in accordance with (A) and (B) above, the NAC will pay the Artist a pro-rata amount of one-sixth (1/6th) of the Artist's weekly contractual fee per day, up to a maximum of two thousand, four hundred and ninety dollars (\$2,490.00) per week for services rendered to date.

34:03 Notification of Illness

The inability of an Artist to rehearse or perform due to illness shall be announced to all members in a Concert or Opera-in-Concert as soon as possible.

35:00 ACCIDENT, SICKNESS, AND EXTRAORDINARY RISK INSURANCE

35:01 Description

Benefits are provided for Accidental Loss of Life, Limb or Sight, including Extraordinary Risks as defined in Clause 12:20 and Loss of Income due to an accident, sickness or extraordinary risk for members of Equity engaged under a contract approved by Equity. (Full details of the current policy are available from the offices of Equity.)

35:02 Premium

The NAC shall pay the current premium per engagement week or any part thereof to Equity on behalf of each Artist to cover the costs of the Equity Accident Sickness Insurance Plan which will apply to all Artists according to the terms of the Plan. The current premium shall be established by Equity at the commencement of this Agreement, and shall only be modified with at least one hundred and twenty (120) days notice to the NAC. For the purposes of this Clause 35:02, the engagement week shall be defined as being from Monday to Sunday inclusive.

36:00 VISUAL OR SOUND RECORDING

36:01 Requirement

The Artist's performance cannot be recorded under this Agreement, in any way, except as provided for below.

(A) Archival Recording

The NAC may record, for the exclusive use of its archives, an audio or audio-visual recording of the Artist's work. The Artist must receive at least forty-eight (48) hours notice of an audio / visual recording and there shall be no additional rehearsals to facilitate the taping which shall be made from a public performance.

(B) Current Affairs Recording

A maximum of two (2) minutes of performance or rehearsal may be recorded for presentation on a news, artistic affairs or current affairs program without payment to the Artist.

(C) CBC Live-to-Tape Audio Recordings and Broadcasts

A live-to-tape recording is defined as a finished audio recording derived from up to three (3) public performances, recorded by the Canadian Broadcasting Corporation for broadcast on its radio networks. Broadcast may be on a live or delayed basis in Canada and on a delayed basis outside Canada over the CBC's English and French radio stations including isolated locations in Canada and over the facilities of the Canadian Forces abroad and at sea.

In any case, the provisions of this Clause 36:01(C) shall not be interpreted to limit any further clarification of

broadcast rights via internet transmission as provided for in the applicable ACTRA CBC agreement.

Such finished recordings shall not involve the Artist in any additional work and shall not take place on more than three (3) days unless additional payments are made. The NAC shall notify Equity at least thirty (30) days in advance of any such recording and provide Equity with the details thereof.

(i) Requirement for CBC/ACTRA Contract

A Performer shall be signed to the applicable CBC/ACTRA Radio Agreement contract for any such recording and broadcast by the CBC and copies of same shall be filed with Equity.

(ii) No Requirement for CBC/ACTRA Contract

A Performer whose engagement contract provides for both public performance and any such recording and broadcast by the CBC, where the rate for the recording and broadcast is not less than the applicable minimum fee in accordance with the CBC/ACTRA Radio Agreement, shall not be required to be engaged under an CBC/ACTRA contract.

(iii) Minimum Rates

The following minimum fees in accordance with the CBC/ACTRA Radio Agreement shall apply to the engagement of a Stage Director, Choreographer, Production Stage Manager, Stage Manager and Assistant Stage Manager for a recording:

Production Stage Manager	1/2 Soloist
Stage Manager	1/2 Soloist
Assistant Stage Manager	1/2 Chorus
Stage Director	Chorus
Choreographer	1/2 Chorus

If the production has no Chorus, the Chorus fee will be understood as the fee for groups of twenty (20) or more. Equity dues and benefits shall not apply on these fees.

Additionally, the NAC shall ensure that the Artist shall have the opportunity to negotiate a royalty prior to such recordings being made.

Except as provided for in (A) and (B) above, the Artist shall not be required to participate in a recording or broadcast without the Artist's written consent.

(D) Other Reasons

If the NAC wishes to record the Artist's performance for any other reason, a separate Agreement shall be entered into between the NAC and Equity, governed where applicable by national agreements.

36:02 Use of Archival Copy by Artist

The NAC may approve an Artist's written request for a personal archival copy of his/her performance(s) subject to the following conditions:

- (i) the archival recording copy may not be edited in any way;
- (ii) the archival recording copy shall be audio only;
- (iii) the reproduction of the archival recording copy must be approved by the Musicians of the National Arts Centre Orchestra through the American Federation of Musicians, Local 180.

37:00 DISPUTE RESOLUTION AND ARBITRATION

37:01 Differences Between Parties

Equity and NAC agree that all differences between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including the Artist's engagement contract, shall be dealt with pursuant to the following provisions:

37:02 Disagreement Between the NAC and Equity

If there is an issue relating to the interpretation, application, administration or alleged violation of this Agreement, including the Artist's engagement contract then the party wishing to raise the issue must do so with the other party within twenty-one (21) days of the matter coming to its attention. This must be done in writing and must set out the issue and the relief claimed. If the

above time limit is not complied with then the matter cannot be raised.

37:03 Referral for Arbitration

Either party, once a response has been delivered may, within fourteen (14) days, refer the matter for arbitration pursuant to these provisions.

37:04 Meeting After Referral to Arbitration

The parties agree to hold at least one meeting after the referral, at least one week prior to the commencement of arbitration hearings. If the matter cannot be settled, then it will be resolved by arbitration.

37:05 Appointment of Arbitrator

The parties shall agree on an arbitrator as soon as possible after the sending of the referral to arbitration and, if no agreement on the appointment of an arbitrator can be reached then they, or either of them, shall request the federal Minister of Labour to appoint an arbitrator.

37:06 Confidentiality

The parties shall use their best efforts to maintain confidentiality during this process.

37:07 Location of Arbitration Hearings

Any arbitration hearings shall take place within the National Capital Region.

37:08 No Recourse to a Court of Law

The parties agree that no recourse shall be had to a court of law by either party or any Artist covered by this Agreement, unless it is to enforce an award made pursuant to the arbitration process or until the other party has failed to comply with these arbitration procedures.

37:09 No Modification of Agreement

The parties agree that the Arbitrator does not have jurisdiction to alter, amend, change, modify, add to, or subtract from, any of the provisions of this Agreement.

37:10 Arbitrator's Compensation and Expenses

The Arbitrator's compensation and expenses shall be borne equally by the parties.

38:00 MANAGEMENT RIGHTS

Except where qualified by the specific terms of this Agreement, management of the NAC's operations and the direction of the Artist will continue to be vested in the NAC.

The NAC has the exclusive right and power to manage its operations and direct the Artists, and to engage and discharge Artists subject to the terms of arbitration set out in Article 37:00 of this Agreement.

39:00 TOURING CONDITIONS

(A) Artist on Tour

Whenever the Artist is required by the NAC 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 Article 39:00 shall apply.

(B) Touring Itinerary

(i) Within Canada

For tours within Canada, the NAC will notify Equity at least thirty (30) days in advance of the proposed itinerary including the method of transportation, performance venues, repertoire, and the Artists involved.

(ii) Outside Canada

For tours outside Canada, arrangements must be negotiated between Equity and the NAC at least thirty (30) days in advance, in writing. These arrangements shall include, but not be limited to, the full terms and conditions of the Agreement except as specifically modified. The arrangements shall be confirmed in a rider to each engagement contract for the tour.

(C) Transportation Methods

The Artist shall travel by such routes as the NAC 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.

(D) Accommodation

While on tour the NAC shall supply the Artist with single occupancy accommodation satisfactory to the Artist and at no cost to the Artist.

(E) Per Diem

While on tour the Artist shall receive a daily expense allowance in accordance with the current NAC Corporate Guidelines. Outside Canada, the minimum per diem shall be the amount set forth by the Treasury Board of Canada Secretariate based on commercial accommodation.

(F) Travel Insurance

The Artists for whom travel insurance must be placed will be insured by the NAC under the travel accident insurance plan administered by Equity.

In addition to the Artist's coverage under the ACE/INA accident and sickness insurance and touring insurance, the NAC shall provide additional health, medical and dental insurance coverage for the Artist while outside Canada equivalent to that which the Artist would receive under the applicable provincial health care system. The coverage cannot exclude pre-existing conditions, and the NAC is responsible for the cost of any emergency medical treatment in excess of this coverage. The NAC may provide this insurance coverage directly, or may reimburse the Artist for the cost of obtaining such insurance individually, such agreement to be confirmed in a rider to the Artist's engagement contract.

40:00 DURATION OF THE AGREEMENT

40:01 Ratification and Expiration of Agreement

The Agreement shall take effect upon ratification, and expire at 11:59 p.m. on August 31, 2013.

40:02 Notice to Bargain

Either party may, in the three (3) months immediately preceding the expiry date, issue a notice to the other party to begin bargaining in order to renew or revise it, or to enter into a new scale agreement.

APPENDIX A - SIDE LETTER ON MEMBERSHIP

October 9, 2008

Music Department National Arts Centre
P.O. Box 1534, Station B
Ottawa, Ontario K1P 5W1
Attn.: Christopher Deacon, Managing Director NACO

Dear Christopher:

Re: Membership Side Letter

This letter serves to confirm our discussion during the recent negotiations about how Equity internally addresses concerns regarding membership issues with our prospective candidates.

Equity believes that discussion on membership concerns lies solely between the Association and the individual artist. Despite the requirement that a Canadian professional artist must join Equity as a function of the membership provisions negotiated in the National Arts Centre Music Department Agreement, Equity remains willing and open to discuss the individual circumstances of any prospective member in this position. We support the concept that joining Equity should be in the best interest of a new member, and Equity is committed to addressing specific concerns about that responsibility with any Artist joining Equity on a National Arts Centre Music Department Agreement engagement contract.

Specifically, we commit to discussing in good faith the possibility of an artist becoming a Probationary Member of the Association with any artist who believes membership in Equity would not be beneficial because their career lies mainly in another genre (as a club singer, for example).

We trust that this Side Letter to the National Arts Centre Music Department Agreement will serve to satisfy your concerns raised during the negotiations.

Yours truly,
CANADIAN ACTORS' **EQUITY** ASSOCIATION

Arden R. Ryshpan
Executive Director

APPENDIX B - OPERA PRODUCTION SIDE LETTER

Ms. Arden R. Ryshpan
Executive Director
Canadian Actors' Equity Association
44 Victoria Street, 12th Floor
Toronto, ON
M5C 3C4

Dear Arden:

Further to the negotiations for a renewed Scale Agreement between the National Arts Centre Music Department and the Canadian Actors' Equity Association, this is to confirm that the National Arts Centre (NAC) has agreed to the following point: In years when Equity is deemed to have jurisdiction (as opposed to UdA) whenever the NAC produces fully-staged opera productions it will abide by the terms of the Independent Opera Producers Agreement. In accordance with past practice, should the NAC seek to amend any of the terms of the IOPA as they would apply to a specific production, we would approach Equity in advance.

Sincerely,

Christopher Deacon
Managing Director
National Arts Centre Orchestra

APPENDIX C - SMOKING POLICY

1. SCOPE

- 1.1 This policy applies to all employees.
- 1.2 This policy is intended to provide a framework for smoking in the workplace at the NAC.

2. DEFINITIONS

- 2.1 Smoking means to have control over an ignited article or substance made from tobacco.
- 2.2 Workplace means an enclosed area where employees are engaged in work for the NAC. This includes but is not limited to private offices, open office areas, workshops, workrooms, stage areas, stairways, hallways, lunch rooms, washrooms, etc.
- 2.3 Except for employees on duty, the term workplace does not include the Restaurant, Fountain Room and Salon areas when official functions are being held, nor does it include dressing rooms occupied by visiting artists performing at the NAC.

3. DESIGNATED SMOKING AREAS

- 3.1 Employees are not permitted to smoke in the workplace within the NAC.

6. HEALTH AND SAFETY COMMITTEE

- 6.1 Concerns or complaints regarding this policy may be given confidentially to the Health and Safety Committee. The information will be brought to the attention of the appropriate Manager and Senior Director.

7. DISCIPLINE

- 7.1 Should Managers and Supervisors be unable to resolve employee smoking infractions through counselling of employees and should disciplinary action be required, the following disciplinary process will be used.
- 7.2 The Supervisor will send a written letter of reprimand, indicating the employee's smoking infraction, which will be placed in the employee's file.
- 7.3 Should smoking infractions continue, a second letter of reprimand, this time signed **by** the employee's Manager, will be placed in the employee's file.
- 7.4 Should there be another infraction following two (2) letters of reprimand, the employee will be suspended without pay for one day.

APPENDIX D - HARASSMENT IN THE WORKPLACE POLICY

1. SCOPE

This policy applies to all employees of the National Arts Centre Corporation, hereinafter called the "Corporation".

2. DEFINITIONS

2.1 Harassment is any improper behaviour by an employee that is directed at and offensive to another employee, and which the employee knew, or ought reasonably to have known, would be unwelcome. It comprises objectionable conduct, remarks, gestures and displays - made once or repeatedly - that demean, belittle, humiliate or embarrass another employee.

Without limiting the foregoing, the term harassment in this policy includes the meaning given to it within the Canadian Human Rights Act, i.e., harassment on the basis of the following prohibited grounds of discrimination: race, national or ethnic status, colour, religion, age, sex, sexual orientation, marital status, family status, disability or conviction for an offence for which a pardon has been granted.

2.2 Sexual harassment means any conduct, comment, gesture or contact of a sexual nature:

- .1 that is likely to cause offence or humiliation to any employee; or
- .2 that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

2.3 Harassment also includes abuse of authority, which means the improper use of power and authority inherent in the position held by one person to endanger another person's employment, that person's work performance or in any way interfere with or influence unfavourably the career of such a person. It includes such acts or misuses of power as intimidation, threats, blackmail and coercion. Abuse of authority also includes unjustly or unfairly favouring one employee to the disadvantage of another.

- .1 Notwithstanding the generality of the foregoing, the proper exercise of managerial responsibilities in areas such as counselling, performance appraisal, staff relations and the implementation of disciplinary actions do not constitute harassment and are not an abuse of authority.

2.4 "Employee" means any person employed or engaged by the Corporation and includes any person who volunteers their services to the Corporation.

The Corporation employs and deals with minors and this policy applies to the described conduct in relation to minors. A minor, a minor's parent or guardian, may lodge a complaint in accordance with this policy. In such an event, the complaint shall be forthwith reported to the Director of Human Resources, who, in consultation with the Corporation's legal counsel, will review the necessity for reporting the complaint to the child welfare authorities or the police.

3. POLICY

The Corporation is committed to providing employees with a work environment free of harassment, as defined by this policy, and to that end supports the following principles:

- .1 every employee of the Corporation is entitled to employment free of harassment;
- .2 the Corporation will make every reasonable effort to ensure that no employee is subject to harassment;
- .3 the Corporation will take such action as it deems appropriate against any person under the Corporation's direction who subjects any employee to harassment;
- .4 the Corporation, with this policy, shall provide employees with a statement explaining how complaints of harassment may be brought to the attention of the Corporation;
- .5 the Corporation will not disclose the name of a complainant or a respondent, the evidence gathered during the investigative process or any other matter involving the complaint including the circumstances relating to the complaint to any person except where the disclosure is expressly provided for in this policy, is necessary for the purposes of investigating the complaint, taking disciplinary measures in relation thereto, or as may be required by law.

3.2 Each department within the Corporation shall:

- .1 provide a work environment free of harassment;
- .2 inform present and new employees of this policy, including their rights and responsibilities;
- .3 establish an efficient communication process with its employees in order to divulge any behaviour contrary to this

4. RIGHTS

4.1 DIRECTORS

It is the responsibility of Directors and supervisors:

- .1 to take immediate action to end any harassment in the workplace of which they are aware, whether or not a complaint has been made; and
- .2 to co-operate with those responsible for investigating and adjudicating complaints.

4.2 EMPLOYEES

Any employee who believes there is harassment in the workplace, should bring these concerns to the attention of his or her immediate supervisor or the Director of the department. Furthermore, employees are responsible for contributing to the maintenance of a positive work environment by refraining from behaviour that constitutes harassment, as defined by this policy.

4.3 COMPLAINANTS

.1 Persons with a complaint of harassment have the right:

- .a to file a complaint and obtain a prompt investigation of the complaint through the procedures established without fear of reprisal;
- .b to be represented and accompanied by a person of their choosing during the interviews related to the complaint; and
- .c to be kept informed of the steps being taken and the pertinent information obtained, as a result of the investigation.

.2 It is the responsibility of persons with a complaint of harassment:

- .a to attempt to put an end to the alleged harassment by making known to the respondent immediately, if possible, their disapproval or unease and if unsuccessful or if they have been unwilling to register their objection, lodge a complaint in accordance with the procedures established by this policy;
- .b to document, if possible, the date, time and nature of the alleged harassment, whether it occurs on a one-time or continuous basis, including the names of possible witnesses;
- .c to co-operate with those responsible for investigating and adjudicating the complaint; and,
- .d to refrain from discussing the fact that a complaint has been filed, or the allegations contained in the complaint except to their representative or as directed by the person responsible for investigating or adjudicating the complaint.

4.4 RESPONDENTS

.1 Persons against whom a complaint of harassment has been filed have the right:

- .a to be informed as soon as possible that a complaint has been filed;
- .b to be provided with particulars of the allegations and be afforded the opportunity to respond to them;
- .c to be represented and accompanied by a representative of their choice during interviews related to the complaint that has been lodged against them; and
- .d to be informed of the steps being taken and the pertinent information obtained, as a result of the investigation.

.2 It is the responsibility of any person against whom a complaint of harassment has been filed:

- .a to provide particulars of the response to the allegations filed by the complainant when requested;
- .b to co-operate with those responsible for investigating and adjudicating the complaint;
- .c to refrain from discussing the fact that a complaint has been filed, or of the allegations contained in the complaint, except to their representative or as directed by the persons responsible for investigating or adjudicating the complaint; and
- .d to comply with any direction given by the Corporation as a remedial measure if the complaint is upheld.

4.5 INVESTIGATORS

The investigator shall conduct a thorough investigation in a sensitive, discrete and impartial manner.

.1 The Director of Human Resources of the Corporation shall be responsible for investigating complaints of harassment or appointing a person to investigate such complaints. It is the responsibility of the person investigating an allegation of harassment to:

- .a inform the person against whom a complaint has been filed as soon as possible;
- .b inform all parties of their rights and responsibilities;
- .c attempt to resolve the complaint in a manner agreeable to the complainant and the respondent prior to conducting a formal investigation;
- .d if unable to resolve the complaint in a manner agreeable to the complainant and the respondent, conduct a formal investigation, prepare a written report outlining the allegations, the response, the evidence of any witnesses, any recommendations and conclusions, which report shall be submitted to the Corporation. The complainant and the person against whom the complaint has been made shall be informed in writing of the conclusion reached by the investigator.

4.6 MONITORING

.1 The Director of Human Resources of the Corporation shall keep a confidential record of the number of complaints, the nature of complaints, the outcome of the investigation and the type of corrective action taken.

.2 The Director of Human Resources of the Corporation shall be responsible for ensuring that the policy and procedures are known, that all alleged incidents of harassment which are reported to the Corporation, in accordance with this policy, are investigated and that appropriate action is taken to discipline or counsel persons found to have been guilty of harassment.

5. PROCEDURE

5.1 STEP 1: A COMPLAINT OF HARASSMENT

It is expected that victims of harassment will immediately make known to the respondent their disapproval or unease.

.2 If this measure is unsuccessful in resolving the matter or if the circumstances are such that the complainant is unable to take this measure, then the complainant may lodge a complaint with the Director of Human Resources. At this stage, the Director of Human Resources, in consultation with the Director of the Department involved, will determine whether the complainant and the person complained against should be separated from each other for the period of the investigation. If the complaint involves the Director of Human Resources, the complaint may be filed with the Executive Director who shall assume all of the responsibilities of the Director of Human Resources under this policy with respect to the handling of the complaint.

.3 Upon lodging a complaint, the complainant will be advised of, and if requested provided with, a copy of the Corporation's Harassment in the Workplace Policy and Procedures. The complainant will be advised to discuss

neither the fact that a complaint has been filed nor the substance of the complaint with anyone except the complainant's representative, if any, and any person investigating the complaint.

- .4 The investigator shall inform the respondent as soon as possible that a complaint has been received, and invite the person for a confidential interview. The respondent, if requested, will be provided with a copy of the Harassment in the Workplace Policy and Procedures and with the particulars of the complaint. The respondent shall be instructed to discuss neither the fact that a complaint has been filed nor the substance of the complaint with anyone except with his or her representative.
- .5 At this stage the investigator will:
 - .a do everything possible to keep confidential the identity of the parties and the nature of the allegations;
 - .b question or discuss the complaint with anyone who may have information to contribute toward resolution of the case.

5.2 STEP 2 - FORMAL INVESTIGATION

- .1 The Investigator shall interview the complainant, the respondent and any witnesses or other persons who may have evidence relevant to the complaint. Both the complainant and the respondent shall be provided with the conclusion obtained by the Investigator and given the opportunity to respond to it.
- .2 The Investigator shall make a report of his or her finding to the Corporation as soon as possible after interviewing the parties and witnesses. If the allegations are found to be substantiated the Investigator may recommend appropriate sanctions to the Corporation.
- .3 The appropriate criterion for a finding is "proof on a balance of probabilities", except that, where the allegations constitute or approximate criminal conduct, the criminal standard of "proof beyond a reasonable doubt," may be imposed.
- .4 The range of penalties include dismissal, suspension, apology, private or public reprimand or a combination thereof. The appropriateness of the penalty will depend upon the seriousness of the offence, the respondent's attitude to the complaint and investigation, prior record, likelihood of repetition of the conduct complained of and any mitigating factors which exist.

5.3 STEP 3 - EXTERNAL RECOURSE

In addition to the above internal procedures, employees who believe that they have been harassed have a right to seek redress at any time under provisions of the Canadian Human Rights Act policy and thus develop a suitable climate for the receipt of complaints;

- .4 ensure that the Director of Human Resources is notified and in receipt of all documents pertaining to all complaints directly received by the Director of the department or the immediate supervisor of the complainant, and is notified of all measures taken, if any, concerning the complaint.

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