
ALBERTA BALLET AGREEMENT

*The Agreement shall take effect on
July 1, 2010 and will terminate on June 30, 2014*



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PREAMBLE

Alberta Ballet Agreement (hereinafter called "ABA") made between Canadian Actors' Equity Association (hereinafter called "CAEA"), and the Alberta Ballet Company (hereinafter called "Engager").

Article and Clause Headings

Article and Clause headings used herein are inserted for convenience only and are not part of the ABA.

1:00 DEFINITIONS

The following terms will have the meanings set forth hereafter except where the context shall otherwise clearly require a different meaning:

1:01 Apprentice Dancer

"Apprentice Dancer" means a person who intends to make a career as a dancer in a professional company and who is hired by the Engager as such and is required to attend, to learn and to take part in rehearsals with performance opportunities and who is a member of CAEA. As much as possible, the assignment of an Apprentice Dancer in the first cast of a production shall not exceed the assignment of any Full Company Dancer.

Excluding "The Nutcracker," when an Apprentice Dancer is cast in a soloist role, the Apprentice Dancer shall receive payment per week equal to the difference between the Apprentice Dancer's current weekly fee and the minimum weekly fee of a Full Company Dancer.

An Artist may not be engaged as an Apprentice Dancer for more than two (2) seasons.

1:02 Artist

"Artist" means Stage Manager and Fight Director and all dancers performing for the Engager, including Full Company Dancers, Apprentice Dancers, Guest Dancers, Replacement Dancers and Local Jobbers, excluding students, supernumeraries, and coaches.

1:03 City of Origin

"City of Origin" means Calgary, Alberta, Canada.

1:04 Company Class

"Company Class" means a technical training session of not less than one hour in length on any work day. Company class is optional and attendance at company class is not a requirement or a condition of the Individual Artist's Contract. It is recognized that regular attendance at company class is an industry wide expectation.

1:05 Dress Rehearsal

"Dress Rehearsal" is a rehearsal at which time most elements of a performance are present including costumes and/or make up (at the discretion of the Engager) and may take place on a rehearsal day or a performance day. The intent of the dress rehearsal is to run the entire program of a performance with as few interruptions as possible.

1:06 Educational/Special Performance and Educational/Special Appearance

(A) "Educational/Special performance" means any performance of one (1) hour in length or less given for educational or special purposes. There will be a maximum of two (2) Educational/Special performances on any one (1) day or one (1) Educational/Special performance in addition to a regular performance on any performance day. Clauses 19:01(A) and 19:01(C) (Maximum Number of performances) shall not apply to Educational performances that take place in schools.

(B) "Educational/Special Appearance" means a non-performance appearance in a school or dance training institution of one (1) hour or less where the Artist will only be speaking on behalf of the Engager. An Artist may not be required to participate in an Educational/Special Appearance, however, with the individual agreement of the Artists, the Engager may schedule a maximum of two (2) Educational/Special Appearances or one (1)

Educational/Special Appearance and one (1) Educational/Special performance on any one day, or one (1) Educational/Special performance in addition to a regular performance on any performance day.

1:07 Emergency Rehearsal

"Emergency rehearsal" means a rehearsal necessitated by the inability of an Artist to perform due to illness or injury. For the health and safety of the Artists and the artistic integrity of a performance, rehearsal or notes specifically necessitated by an Artist's sickness or injury occurring when no regularly scheduled rehearsal time is available prior to a subsequent performance shall be considered an emergency rehearsal and the payment of overtime shall not be required.

An Emergency Rehearsal shall not continue for more than sixty (60) minutes.

1:08 Engagement Period

"Engagement Period" means the period of time during which the Engager agrees to retain the services of an Artist pursuant to the terms of the ABA.

1:09 Engagement Week

"Engagement Week" means a calendar week from Sunday through Saturday within the engagement period.

1:10 Fight Captain

A "Fight Captain" is the Ballet Master/Mistress or a dancer so designated by the Engager, in consultation with the Fight Director, to provide or be responsible for the following services and duties:

- (i) to observe all fight rehearsals;
- (ii) to consult with the Fight Director on all aspects of the fight(s);
- (iii) to conduct and monitor all run-throughs of the fight(s) prior to performance;
- (iv) to make blocking changes relevant to the fight(s) while on tour or in emergencies;
- (v) to call fight rehearsals as necessary in consultation with the Stage Manager and/or other Artistic Staff.

1:11 Free Day

"Free Day" means a period of time during which the Artist will not be required to travel, perform, or rehearse, or perform any services or obligations for the Engager whatsoever. The free day will not be interrupted by contract-related functions, photo calls, costume fittings or similar activities. Individual Artists may volunteer to perform services for the Engager on a free day with prior written approval from CAEA which shall not be unreasonably withheld.

1:12 Full Company Dancer

"Full Company Dancer" means a CAEA member hired by the Engager for a full season as a dancer.

1:13 Guest Dancer

(A) Definition and Terms of Engagement

A "Guest Dancer" is an Artist, who has been hired by the Engager to appear in a Principal or Soloist role and who is so designated by the Engager in the Guest Dancer's Individual Artist's Contract and in public announcements, programs or other forms of publicity issued by the Engager. Each such Guest Dancer shall be engaged for not more than two (2) separate productions within the season. A Guest Dancer may not subsequently be engaged as a Local Jobber within the same season. Each Guest Dancer shall be signed to a CAEA engagement contract subject to the terms and conditions of the ABA not specifically modified in 1.13(B).

(B) Guest Dancer Not a Member of CAEA

In the case where the above Guest Dancer is not a member of CAEA, one of the following clauses shall apply:

(i) Member of Another Association

Should the Guest Dancer already be a member of another professional performing arts association (such as, but not limited to, AGMA, AEA, UDA, ACTRA), he/she shall be subject to the provisions of the appropriate reciprocal agreement between CAEA and said association.

(ii) Not a Member of CAEA or Another Association

A person who is not already a member of CAEA or a member of another professional performing arts association shall not be required to join CAEA, but shall be given the opportunity to do so.

Should the Artist choose not to join CAEA, the Engager will be required to pay a fifty dollar (\$50.00) permit fee per production of the Artist's engagement to CAEA and the Engager shall deduct and remit two per cent (2%) working dues.

1:14 Individual Artist's Contract

"Individual Artist's Contract" is a contract between the Engager and the Artist which incorporates all terms and condition of the ABA and which does not in any way amend the basic minimum provisions of the ABA.

1:15 Local Jobber

"Local Jobber" is an Artist not under seasonal contract to the Engager who is hired to dance for less than a full season. "Local Jobbers" may only be engaged to augment productions in non-principal, non-soloist roles.

1:16 Matinee

"Matinee" is any performance scheduled to commence before 17:00 hours.

1:17 Official Call

"Official Call" is a period of work time that the Artist is required by the Engager to attend.

1:18 Official Duties

"Official Duties" is the services which the Artist is required by the Engager to provide such as but not limited to rehearsals, spacing, performing, receiving notes and corrections, participating in photo calls, attending mandatory meetings called by the Engager.

1:19 Performance

"Performance" is any program of more than one (1) hour in length given before a live audience, but does not include any rehearsal for which there may be a "by invitation" only, non-paying audience.

1:20 Performance Day

"Performance Day" is a day on which at least one (1) performance is given or on which an Artist is required to be on call to cover another Artist in a performance.

1:21 Performance Week

"Performance Week" is any engagement week, starting Sunday, containing at least one (1) performance, or two (2) Educational/Special performances.

1:22 Pre-Professional Student

"Pre-Professional Student" is a person who intends to make a career as a dancer in a professional company and who is so designated by the Engager and who is a full-time bona fide student registered in a recognized training institution, enrolled in the School of Alberta Ballet Pre-Professional Program or another professional ballet school. The Engager may engage Pre-Professional Students in non-soloist, non-principal roles. A Pre-Professional Student may be cast or understudy a specific

role in any Ballet production provided the assignment given to the Pre-Professional Student cannot be given to a Full Company Dancer and that the assignment does not exceed any Full Company Dancer's assignment in the production in which the Pre-Professional Student has his/her assignment. Such Pre-Professional Student shall be signed to a Non-Professional Affidavit provided by CAEA attesting that he/she is not a member of any professional performing arts association or union. Pre-Professional Students may be engaged outside the terms and conditions of the ABA. Notwithstanding the above, while on tour, Pre-Professional Students shall receive the full per diem as per Clause 12:03.

1:23 Rehearsal

"Rehearsal" includes but is not limited to such activities as spacing, giving notes, learning choreography. The time any Artist is required to attend such activities shall be regarded as rehearsal time.

1:24 Run-Through Rehearsal

"Run-Through rehearsal" is a rehearsal where the intent is to dance a ballet, or a complete work in the repertoire in its entirety. A Run-through rehearsal will be posted as such and may take place in costume on a rehearsal day without makeup, with fifteen (15) minutes allowed for dressing on either side of the rehearsal. If makeup is requested, then thirty (30) minutes will be provided for dressing and putting on make-up prior to the run-through rehearsal. A run-through rehearsal may be three and-a-half (3-1/2) hours in length including the two (2) fifteen-minute calls without incurring overtime. The second fifteen-minute call must be given following the completion of a run-through in costume(s) after which the Artist(s) involved may be asked to rehearse other ballets which are not in costumes.

1:25 Replacement Dancer

"Replacement Dancer" is an Artist engaged for less than a full season to replace a Full Company Dancer who is unable to provide services due to illness or injury, or other health related absences.

1:26 Rehearsal Day

"Rehearsal Day" is a day on which no performance is given and on which the Artist may be required to rehearse in accordance with the ABA.

1:27 Season

"Season" is the maximum continuous engagement span stated on the Individual Artist's Contract according to the terms of this ABA within a period of not more than fifty-two (52) weeks.

1:28 Sharers

"Sharers" are two or more Artists who are cast to perform the same role or position in different performances of the same ballet.

1:29 Stage Fight

"Stage Fight" is a coordinated series of moves with violent intent, requiring specific timing and skill, involving unarmed combat, martial arts, or the use of weapons or props used as weapons; for the purpose of this Clause, the movement of Artists in possession of weapons that would normally be considered choreography within the usual sphere of dance shall not be considered stage fighting.

1:30 Stage Manager

The "Stage Manager" shall be responsible for the stage management of productions in rehearsal and performance and will provide support to the Artistic Director and the Technical Director. The Stage Manager ensures good communications between a variety of groups, including dancers, technicians and the Engager's staff.

1:31 Student

"Student" is a person fifteen (15) years or younger who is a full-time student in an academic program, not necessarily a professional ballet school. Each student shall be signed to a Non-Professional Affidavit provided by CAEA attesting that

he/she is not a member of any professional performing arts association or union. Students may be engaged outside the terms and conditions of the ABA.

1:32 Supernumeraries

The function of a "Supernumerary" is to provide atmosphere and/or background requiring no special theatrical skill or training. Supernumeraries may not sing, speak, or dance. However, Supernumeraries may perform in limited dance sequences requiring no previous theatrical experience. Supernumeraries may not be members of Equity or any other professional performing artists' union or association. All Supernumeraries must be signed to a Non-Professional Affidavit, to be filed with Equity.

1:33 TBA Rehearsal

"TBA rehearsal" is a rehearsal, the content and character of which is yet to be announced at the time of posting by the Engager. (See also Clause 17.03(C).)

1:34 Tour

"Tour" is whenever the Artist, while engaged by the Engager, is required by the Engager to be outside the city of origin for any reason for any day or portion thereof.

1:35 Understudy

"Understudy" means an Artist designated to learn a role but not necessarily scheduled to perform it.

2:00 ARTISTS COVERED

CAEA is recognized as the exclusive bargaining agent for Full Company Dancers, Apprentice Dancers, Guest Dancers, Replacement Dancers, Local Jobbers, Stage Managers, and Fight Directors employed by the Engager.

3:00 MEMBERSHIP IN CAEA

3:01 Engager's Obligations

Unless otherwise agreed to in writing by CAEA, all Artists engaged by the Engager will be members of CAEA in good standing or will promptly become members of CAEA in good standing, and the Engager will engage such Artists only as long as they remain members in good standing.

3:02 CAEA's Obligations

CAEA agrees that it will accept as a member of CAEA any Artist the Engager wishes to engage (subject to the Constitution, bylaws, rules and regulations of CAEA as they now exist or as they may hereafter be amended) with the exception of persons not eligible for membership because of suspension or expulsion from CAEA. Nothing herein contained shall be deemed to limit the right of CAEA to suspend, expel or otherwise discipline or refuse to admit any non-member pursuant to the Constitution, bylaws, rules or regulations of CAEA.

4:00 APPLICATION OF AGREEMENT

In the event that a joint initiative with another ballet company is planned for the presentation of a production utilizing Artists of that other company in addition to those covered by the ABA, then the Engager and CAEA shall mutually agree on the terms of engagement for the additional Artists.

5:00 INITIATION FEES AND DUES

The Engager agrees that full initiation fees, assessments, fines and dues payable to CAEA shall be deducted from the compensation of the Artist and paid by the Engager to CAEA upon written request of CAEA provided, however, that the Engager shall first receive from each Artist written consent to such deduction which shall continue in force for at least three (3) months and thereafter until revoked in writing by the Artist or beyond the termination of this ABA, whichever first occurs. Any fines payable to the Engager as specified in this ABA shall be deducted from the compensation of the Artist. No other deductions whatever shall be made from the compensation of the Artist except such taxes or withholdings as required by law and premiums for medical, dental and savings plans as are

agreed to in this ABA. If the Engager shall be required by CAEA to make payment of the Artist's dues and/or initiation fees, the Engager shall make payment by the 15th day of each month. If the Artist has any complaints, they shall be settled between the Artist and CAEA.

The Engager, upon written request from CAEA and the Artist may deduct the established CAEA dues from the Artist's compensation equally over the term of the Artist's contract to a total amount determined by CAEA.

6:00 ADMITTANCE OF CAEA REPRESENTATIVE ON ENGAGER'S PREMISES

CAEA representatives shall be permitted entry to the Engager's premises or such other place where the Artists are working under the direction of the Engager and will give reasonable notice to the Engager of their attendance, unless emergency circumstances prevent the giving of such notice. CAEA representatives shall meet with members outside regularly scheduled work hours unless the Engager has given permission for meetings to occur during work hours. CAEA agrees to exercise reasonable discretion in the scheduling of meetings with members on the Engager's premises.

7:00 THE COMMUNICATION COMMITTEE

7:01 Establishment

"Communications Committee" will be jointly established each year by the Artists and the Engager. The intent of the Communications Committee will be to encourage open and candid dialogue between the Artists and management, and to afford both parties an opportunity to pose questions of one another, offer suggestions, bring concerns to light, and generally improve communications and understanding of respective problems and concerns. The composition of the Communication Committee will be as follows:

- (i) representing the Artists, two duly elected Artists and up to two additional Artists;
- (ii) the Stage Manager;
- (iii) representing the management, at least one member of the senior administrative staff and at least one member of the artistic staff as needed or upon request by an Artist or by management;
- (iv) the company manager; and
- (v) one CAEA Representative, whenever possible.

7:02 Meetings

The Communication Committee shall meet at its own discretion, but at least two (2) weeks prior to every tour and four (4) weeks prior to every educational tour (see Clause 21.03).

7:03 Purpose

The Communication Committee shall have no power as such and shall meet only to put forth representative views for discussion. If the members of the Committee feel that the matters discussed at any meeting are of sufficient interest, they may jointly present a summary of the discussion at an open company meeting where the matter can be discussed further or regarded as a matter of information only.

7:04 Reports

If minutes of a meeting of the Communications Committee are taken, they will be submitted simultaneously to the Engager's and CAEA's permanent address to the attention of senior officers concerned.

8:00 INDIVIDUAL ARTIST'S CONTRACT

8:01 Signing of Contract

No Artist may take part in any performances or rehearsals or do any work under the ABA without first signing an Individual Artist's Contract. All contracts and agreements made by the Engager with the Artist engaged under this ABA shall conform in every respect to all the provisions of this ABA and shall be executed in quadruplicate, one (1) copy for the Artist, one (1) for

the Engager and one (1) to be filed with CAEA by the Engager and one (1) to be filed with CAEA by the Artist. CAEA's copies shall be kept confidential by CAEA. All Individual Artists' Contracts will be signed first by the Engager.

8:02 Reduction of Roster

The Engager agrees to continue to engage throughout the duration of its performances outside the city of origin not less than the total number of Full Company Dancers engaged at the beginning of such tour provided, however, a reduction in the total number of Full Company Dancers may be made due to sickness, injury or leave of absence, but in no event may the number of Full Company Dancers engaged under Individual Artist's Contracts, available to rehearse or perform, be fewer than eighty-five per cent (85%) of the number originally engaged for the tour.

8:03 Contract Period and Continuous Engagement

The maximum length of any Individual Artist's Contract, including any extensions or options, shall not exceed fifty-two (52) weeks, unless otherwise agreed between the Engager and CAEA. All Artists are engaged by the Engager on fixed term contracts of employment which expire at the end of their term. Each term of engagement as described in the Individual Artist's Contract constitutes a separate contract of employment. Each engagement shall begin on the date of the beginning of rehearsal or required date of arrival if earlier, and shall continue until terminated pursuant to the terms of the ABA or until the end of the term of the Individual Artist's contract. All calculation of sums due or benefits accruing to the Artist shall be computed in Canadian dollars.

Each Artist will be signed to a single continuous engagement per season, except Local Jobbers or Guest Dancers, who can be signed to more than one engagement contract per season. The minimum period of engagement during the season for Guest Dancers and Local Jobbers shall be two (2) weeks. However, it is recognized that special circumstances may exist where an engagement of less than two (2) weeks may be allowed with the prior written permission of CAEA. Guest Dancers who are currently permanent staff members of the Engager or the School of Alberta Ballet may be signed to engagement contracts of not less than one week.

Upon written notification to Equity of the activity and the Artists involved, one or more Artist(s) may be offered work in Canada and/or the continental United States (including Alaska) between seasonal contracts for photo shoots, special or promotional appearances and promotional performances (the "additional work") provided that such engagements are not used to reduce the length of the season overall.

For the purposes of this Clause 8:03, a promotional performance includes educational performances, excerpts, and other limited performances, and may form part of a gala or larger event, and shall not involve a cast of more than eight (8) dancers.

Where the additional work commences within two (2) weeks after the conclusion of the season or within one (1) week prior to the beginning of the season, the Artist shall be engaged on a continuous basis as an extension of the Artist's engagement contract for that season. Where such additional work spans more than one engagement week (for which the Artist is paid one week's fee), the Artist may be engaged for a partial week based upon one-fifth (1/5) of the Artist's weekly fee per day.

Otherwise, where the additional work commences between seasons as outlined above, compensation shall be based upon the Artist's negotiated weekly contractual fee for the season immediately prior and the following terms apply:

- (i) for photo shoots and special or promotional appearances, the Artist shall be paid a minimum fee of two-fifths (2/5) of his/her weekly contractual fee per day; or
- (ii) for promotional performances, the Artist shall be paid a minimum fee of one (1) week's contractual fee for an engagement of up to one engagement week. Where such

additional work spans more than one engagement week (for which the Artist is paid one week's fee), the Artist may be engaged for a partial week based upon one-fifth (1/5) of the Artist's weekly fee per day.

Engagements between seasonal contracts shall be subject to the full terms and conditions of the ABA, except as specifically amended by this Clause. Except as outlined above, any engagement between seasonal contracts shall be subject to negotiation with Equity. Equity shall consider in good faith alternative terms and conditions of engagement proposed by the Engager for engagements between seasonal contracts that do not meet these requirements, including but not limited to circumstances where more than eight (8) dancers may be involved, and taking into account the nature and particular circumstances of the activity as well as conditions under which similar activities have been undertaken in the past.

8:04 Renewal Notice

The Engager shall make best efforts to provide current information with regard to repertoire and itinerary when issuing such contracts. The Artist shall receive a copy of said information which shall include the most recent version of the calendar for the upcoming season.

(A) Non-renewal

The Engager shall advise all Full Company Dancers and Stage Management, except first year Apprentice Dancers, in writing not later than December 31, whether the Engager will not be offering the Artist a contract of employment for the next season. Within forty-five (45) days of issuing non-renewal notices to Full Company Dancers, the Engager shall advise Apprentice Dancers whether the Engager will be engaging the Artist for the next season.

(B) Issuance and Return of Contract

The Engager shall issue Individual Artist's Contracts for the next season not later than ninety (90) days before the end of expiration of the current contract. The Artist is required to return said contract within twenty (20) days of receipt.

The decision whether or not to offer a further contract of employment is within the sole discretion of the Engager and will be made in good faith.

8:05 Meeting with the Artistic Director

(A) Annual Meeting

At least one time per calendar year, each Artist will meet with the Artistic Director in a meeting. Each party may request that an additional person of their choosing attend the meeting. It is understood that these third parties are not there to act as advocates for either party. The purpose of these meetings will be to discuss with the Artist his/her role in the company and to provide an assessment of the Artist's performance. The entire meeting will be recorded and a copy of the recording will be given to the Artist.

These meetings shall normally take place within the regular work day. However, the Engager may extend the individual Artist's span of day by not more than one hour in order to schedule this meeting. Infringements on an Artist's regularly scheduled breaks shall be paid in accordance with the ABA.

(B) Exit Interview on Non-Renewal

Either party may request an exit interview between the Artistic Director and the Artist when either party opts not to renew the contract. Both parties may request that an additional person of their choosing attend the interview.

9:00 EXCLUSIVE SERVICE OF THE ARTIST

Except as otherwise provided in the Individual Artist's Contract, the Artist shall not, without the Engager's written authorization, accept any other engagement as a dancer or stage manager during the term of the Individual Artist's Contract. Should the Artist be given written consent to accept another engagement during the term of the Individual Artist's Contract, which does

not require the Artist to miss days of work, the Engager will not make an adjustment to the Artist's weekly salary. In the event an Artist is given written consent to accept another engagement during the term of the Individual Artist's Contract, which does require the Artist to miss days of work, the Engager may reduce the Artist's weekly salary on a prorated basis for every day or part day of work missed. It is the responsibility of the Artist to ensure that insurance is in place to cover their work away from the Engager. In either case the Engager accepts no liability for illness or injury which has occurred as a result of the other engagement. Written authorization in the form of a Rider to the Individual Artist's Contract shall be produced by the Engager and a copy shall be provided to CAEA.

For the mutual benefit of the Engager and the Artist, the Artist may inform the Engager if the Artist is to appear publicly as a performer.

10:00 DUTIES OF THE ARTIST

10:01 Clothing and Makeup

The Artists shall provide their own clothing suitable for practices and rehearsals and shall provide their own appropriate stage makeup as may be required by the Engager, except for special character makeup which will be provided by the Engager.

10:02 Artist's Condition

In the event the Artist attends his/her first day of work of a new season, or during the course of the contract, in a physical condition detrimental to fulfilling any or all of the Artist's contractual obligations, the Engager may treat the event as a frustrating event bringing the Individual Artist's Contract to an end. Prior to the Engager making this determination, CAEA and the Engager will discuss the continuation, postponement, or cancellation of the Artist's contract.

The Engager, in its sole discretion, may require an Artist to undergo a physical examination by a duly qualified medical practitioner, at the Engager's cost, in order to determine the Artist's fitness to perform his/her duties. The Artist agrees to undergo a physical examination if requested and to authorize the medical practitioner to provide to the Engager the medical information pertaining to the Artist's fitness to perform his/her duties; the Artist's expected date of return to work if applicable; and details of any accommodation the Engager needs to make to facilitate the Artist's return to work.

The Engager shall provide a daily optional class on week days beginning two (2) weeks prior to the start of the season.

10:03 Personal Appointments

With the exception of emergencies, the Artist will make every effort to schedule personal appointments (including medical) outside of working hours or on free days. If a scheduling problem occurs, the Artist shall make his/her best efforts to request permission of the Artistic Director or Artistic Director's designate to be absent from rehearsal at least twenty-four (24) hours before the schedule must be posted for a rehearsal with which an Artist has a conflicting personal appointment and at such time explain circumstances. Permission will not be unreasonably withheld. Nevertheless, the Artist must request the permission of the Artistic Director or Artistic Director's designate to be absent from rehearsal least seventy-two (72) hours prior to a personal appointment which conflicts with a scheduled rehearsal.

10:04 Tutorages

An Artist will not be required by the Engager to assume the duties of a coach unless additional compensation has been negotiated in a rider to the Individual Artist's Contract, and a copy filed with CAEA.

Artists providing tour assistance shall be compensated at not less than 50% of the minimum weekly fee for a Full Company Dancer in addition to their regular weekly fee.

10:05 Breaches by the Artist

In the event an Artist breaches, without reasonable excuse, the terms of the ABA through tardiness for bus calls, rehearsals, half-hour calls, costume fittings, or not signing in on the call board, the Engager may issue a written warning to the Artist, a copy to be filed with CAEA. After two (2) written warnings, and upon written notification being provided to CAEA, the Engager may deduct twenty dollars (\$20.00) from the Artist's next paycheque for a subsequent infraction, and an amount equivalent to the rate stipulated in Clause 12:04 per half-hour missed, for each infraction, up to a maximum of one fifth (1/5) of the Artists weekly contractual fee per day.

The Engager shall not be responsible for additional travel or accommodation costs incurred by the Artist as a result of the Artist's conduct or the Artist breaching the ABA. If necessary and at the request of the Artist, the Engager shall assist the Artist in making alternative travel or accommodation arrangements, and reasonable arrangements shall be made between the Artist and the Engager for such costs to be repaid directly to the Engager or to be deducted from the Artist's weekly fees. In the absence of an agreement, the Engager shall be authorized to deduct those costs from any payment to the Artist including deduction from the Artist's weekly fees.

Without restricting the Engager's right to discipline the Artist in accordance with the ABA, where the Engager feels that serious infractions of the ABA have occurred or an Artist has otherwise acted in an unprofessional manner, the Engager may request that Equity consider disciplinary proceedings in accordance with the Constitution and bylaws of Equity.

10:06 Personal Information

Artists will advise the Engager of changes to personal contact information including but not limited to home address, phone numbers, email address and emergency contact information.

11:00 DUTIES OF THE ENGAGER

11:01 Security Deposit (Bond)

(A) Amount of Security

The Engager shall be ineligible to engage CAEA members unless and until it has arranged or deposited with CAEA cash or a Letter of Credit (using sample wording specified by CAEA) sufficient to ensure the payment of the Artist's fees for the total number of Artists to be engaged during a production or season. The cash or Letter of Credit shall be equal to contractual fees for one (1) week. A bond shall not be required for per diem provided that the Artists receive at least one week's worth of per diem in advance of each week of touring and continue to receive each week's per diem at least one week in advance. Letters of Credit may include an expiry date, provided said expiry date occurs at least two (2) months after the close of a season or production.

Notwithstanding the above, provided that it does not exceed twenty percent (20%) of the Engager's current security bond, an increase to the amount of the security bond shall not be required for the engagement of Guest Dancers or Local Jobbers for periods of less than (6) weeks during the course of the regular season.

(Letters of Credit will be released before expiry, provided all contractual obligations to CAEA and its members have been met.)

(B) Release of Security

Letters of Credit or cash deposits will be released within fifteen (15) business days of receipt of a written request for same from the Engager, where all contractual obligations to CAEA and its members have been met. CAEA agrees to contact the CAEA Deputy and/or the Artists where a confirmation of fulfilment of the Engager's contractual obligations has not been received from the Deputy in reference to a request for a release, and agrees to process

the release where it can satisfactorily verify the fulfilment of all contractual obligations.

(C) Cash Deposits

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

(D) Drawing Upon Security

CAEA may draw upon the securities posted to meet payment to Artists of unpaid fees, including but not limited to overtime, vacation pay, GST, deducted, but unremitted dues payments and joining fees, insurance premiums and transportation costs of the Artist to the point of origin and return to the Artist's place of residence, provided that it shall simultaneously inform the Engager of its action. However, the Engager recognizes CAEA's need to protect the interests of its members in an emergency, and, therefore, should it prove impossible to contact the Engager or its authorized representative in an emergency, CAEA may proceed to draw upon security.

11:02 Management Rights

CAEA acknowledges that it shall be the sole and exclusive right of the Engager to plan, alter, operate, control, manage, and direct its operations in all respects; and the Engager retains all rights not otherwise restricted by this ABA.

12:00 ARTISTS REMUNERATION & BENEFITS

Nothing in the ABA shall be deemed to prevent any Artist from negotiating for or obtaining better terms than the minimum terms provided for herein. In any case, however, no agreement or contract for an engagement between the Engager and any Artist, whether or not such agreement or contract contains such better terms, shall be binding upon the Artist unless such agreement or contract is in writing and approved by CAEA in writing.

12:01 Terms of Payment

All payments required to be made by the Engager to the Artist shall be in legal tender of Canada. Payment of fees, and other payments and compensation may be made by direct deposit, in cash, by certified cheque or by company cheque. Artists shall be paid by the Engager every two weeks during the engagement period in accordance with the ABA. Salary cheques will be delivered to the Artist not later than 11:30 a.m. of the Thursday following the two week pay period and dated for the same date. Should a holiday or free day occur on a normally scheduled pay day, payment will be made not later than 11:30 a.m. of the immediately preceding working day. Fee payments will include an itemized statement which may be included or attached to the Artist's pay stub detailing the calculation of the payment to the Artist, including the following information as applicable: pay period, date of payment, the Artist's negotiated contractual fee, all applicable additions and deductions, and the net fee. The following shall be itemized separately: deductions for Canada Pension Plan, Employment Insurance, insurance premiums, CAEA deductions; per diem; foreign exchange adjustments; benefits paid by the Engager; payments for overtime and other infringements, which specifies the number of hours paid at each applicable rate; any other additions or deductions to the Artist's fee.

All overtime payments or any other payments which arise separate and apart from the weekly contractual fees, shall be paid by the Engager to the Artist not later than the second pay period following the calendar week in which the Engager receives the claim for payment as submitted by the Artist in writing and agreed upon by the Engager and CAEA. Overtime claims must be submitted by the deputy on behalf of the Artist to the company manager within fourteen (14) days following the date upon which the overtime was earned.

**12:02 Minimum Salary and Experience Adjustments
Weekly Minimum Salary**

The weekly gross salary for the Artists shall be not lower than:

	2010-2011	2011-2012	2012-2013	2013-2014
Apprentice Dancer	\$471.23	\$485.36	\$499.92	\$514.92
Local Jobber	\$538.43	\$554.59	\$571.22	\$588.36
Full Company Dancer/Guest Dancer/Replacement Dancer	\$632.16	\$651.13	\$670.66	\$690.78
Stage Manager	\$955.58	\$984.25	\$1,013.78	\$1,044.19
Fight Director (per day)	\$464.02	\$477.94	\$492.27	\$507.04
Fight Director (per production)	\$2,782.55	\$2,866.02	\$2,952.00	\$3,040.56

Plus an additional fifteen dollars (\$15.00) per week for every year the Artist has been engaged by the Engager.

The Engager may not in subsequent seasons reduce the salary of an Artist once a salary has been negotiated and agreed to by the Engager and the Artist.

12:03 Per Diem

(A) Purpose of Per Diem

Per Diem is intended to offset the increased cost of meals when the individual is outside the city of origin. When the Artist, Apprentice Dancer, Local Jobber, Pre-Professional Student or Trainee is required by the Engager to be outside the city of origin overnight, Per Diem will be paid to the individual at the following rates:

- (i) For the 2010-2011 season: sixty-one dollars and eighty cents (\$61.80);
- (ii) For the 2011-2012 season: sixty-three dollars and sixty-five cents (\$63.65);
- (iii) For the 2012-2013 season: sixty-five dollars and fifty-six cents (\$65.56);
- (iv) For the 2013-2014 season: sixty-seven dollars and fifty-three cents (\$67.53).

The Engager is responsible for securing and paying for accommodations.

When the Artist may be required by the Engager to be outside the city of origin, but not remain overnight, per diem will be paid by the Engager as follows:

(a) On the day of departure from the City of Origin

- (i) If departure is prior to 9:00 a.m.: 100% of the per diem specified;
- (ii) If departure is after 9:00 a.m., but prior to 12:00 p.m.: 75% of the per diem specified;
- (iii) If departure is after 12:00 p.m., but prior to 7:00 p.m.: 50% of the per diem specified;

(b) On the day of return to the City of Origin

- (i) If return is after 9:00 a.m., but prior to 12:00 p.m.: 25% of the per diem specified;
- (ii) If return is after 12:00 p.m., but prior to 6:00 p.m.: 50% of the per diem specified;
- (iii) If return is after 6:00 p.m.: 100% of the per diem specified.

All per diem payments to the Artist by the Engager will be in addition to the Artist's regular contractual salary. The Artist will receive per diem payments a minimum of three (3) days prior to departure from the city of origin.

(B) Touring in the United States

When touring in the United States, the Artist will receive the per diem amount of Clause 12:03(A) in US dollars (e.g. CDN \$50.00 = US \$50.00).

12:04 Overtime Compensation

For infractions of the terms of the ABA scheduled by the Engager, the Engager will compensate the Artists for overtime at the rate of twenty dollars (\$20.00) per half-hour or fraction thereof for the 2010-2011 and 2011-1012 seasons, twenty-one dollars (\$21.00) per half-hour or fraction thereof for the 2012-2013 season, and twenty-one dollars and fifty cents (\$21.50) per half-hour or fraction thereof for the 2013-2014 season. When an infraction of an Clause results in additional Clauses being breached, overtime compensation will be calculated for each infraction but payment will be made only for the infraction attracting the highest penalty. However, infraction of the overnight rest period will be paid independently and in addition to any other infractions.

12:05 Employment Benefits

(A) Alberta Health Care Insurance Plan

The Engager will assist Artists to apply for Alberta Health Care Insurance Plan coverage throughout the engagement period for those Artists who qualify. The Engager will arrange for and pay the full premium cost for coverage to replace Alberta Health Care Insurance Plan for all Artists for the entire period of the Artist's engagement with the company, or until such time that the Artist is eligible for insurance under Alberta Health Insurance Plan.

(B) Extended Health Insurance

The Engager will pay 75% of the premium cost of an insurance policy to provide extended health care benefits, life insurance and a dental plan for Artists engaged by the Engager.

However, for Apprentice Dancers and Full Company Dancers and Stage management in their first year with the company, the Engager shall pay 50% of the premium cost of an insurance policy to provide extended health care benefits, life insurance and a dental plan.

(C) Alternate Health Insurance Coverage

For those Artists who do not qualify for coverage under the Alberta Ballet's extended health insurance, the Alberta Ballet will pay the appropriate premiums for coverage under CAEA's Accident and Sickness Insurance Plan.

(D) Insurance Between Periods of Employment

The Engager will arrange and pay for one-half (1/2) the premium cost of the insurance coverage set forth above between terms of employment as provided in the Artist's Individual Contract except (C) above, which shall only apply during the Artist's term of engagement.

(D) Return Transportation

The Engager will provide return air transportation within North America between the city of origin (or place of engagement) and the Artist's place of residence to any Artist who resides outside the city of origin.

Where an Artist has fulfilled at least a one (1) season contract and has been provided with return transportation to and from the city of origin (or place of engagement) on one (1) occasion, the Engager may engage the Artist for a subsequent season or seasons without further obligation to pay such transportation costs.

(E) Allowed General Holidays

General Holidays are New Year's Day, Alberta Family Day, Good Friday, Labour Day, Victoria Day, Canada Day, Thanksgiving Day, Remembrance Day and Christmas Day. If an Artist is required to work on a Saturday immediately prior to a General Holiday that falls on a Monday or on a Saturday immediately following a General Holiday that falls on a Friday, the Artist must receive an additional paid day off, scheduled on a Friday or a Monday immediately prior to or immediately after a Saturday where no rehearsal or performance is scheduled, within no more than six (6) months on either side of that weekend. If an Artist is

required to work on a General Holiday, the Artist shall not receive any additional compensation, but must receive an additional paid day off, scheduled on a Friday or a Monday immediately prior to or immediately after a Saturday where no rehearsal or performance is scheduled, within not more than six (6) months on either side of the General Holiday worked. The intent of this provision is to provide the Artist with a long-weekend to replace the long-weekend lost due to work on the General Holiday.

12:06 Vacations

(A) Full Company Artists

All Artists whose engagement periods cover a full season (maximum of 52 weeks) will include two (2) weeks vacation with pay per season.

The Engager shall schedule the vacation weeks and the Artist shall be notified of this schedule in writing in the first week of the season. Once a vacation week has been set by the Engager, it may only be changed by mutual agreement with the Artist.

Vacation weeks must be scheduled in periods of not less than one (1) week, and may not be scheduled within the rehearsal/performance period of a production. Whenever possible, one week of vacation shall be scheduled following the end of the "The Nutcracker" tour.

(B) Artist Not Under a Seasonal Contract

An Artist engaged for less than a full season shall accrue vacation pay at the rate of four per cent (4%) of his/her in town fee.

"Season" shall mean, for the purposes of Clause 12:06, eighty-five per cent (85%) of the period of time beginning with the first rehearsal and ending with the final performance or rehearsal in the period starting on July 1 and ending June 30.

(C) Replacement Dancer

A Replacement Dancer who is engaged for less than 50% of the full season shall be entitled to one week of vacation. An Artist who is engaged for more than 50% of the full season shall be entitled to two weeks of vacation. The scheduling of these vacation weeks shall be done in accordance with Clause 12:06(A).

12:07 Fight Captain

If an Artist is engaged as a Fight Captain, the Artist shall be paid a weekly fee of not less than forty dollars (\$40.00) in addition to the Artist's contractual in-town fee for each week or part thereof from the date of the first fight rehearsal of a production through to the final performance of said production.

13:00 ARTIST ABSENCE, ILLNESS AND INJURY

13:01 Advising Engager

The Artist will notify the Engager as soon as the Artist is aware of sudden illness or injury. Upon request from the Engager, the Artist will provide the Engager with information regarding the diagnosis, prognosis and course of treatment. At the Engager's request, the Artist may be required to provide confirmation of this information from a qualified medical practitioner. In the event the Engager requires the Artist to provide a second medical opinion, the Artist shall, as soon as is practicable in the circumstances, attend at a qualified medical practitioner of the Artist's choosing. The Engager shall pay all associated costs of securing the second medical opinion.

13:02 Sick Leave

The Artist is eligible for sick leave as follows:

- (A) A maximum of seven (7) Work days at contractual salary for illness or injury unrelated to the Artist's services provided to the Engager;
- (B) Absence due to injury related to the Artist's services provided to the Engager shall not count toward the seven (7) days described in 13.02(A).
- (C) The Artist is required to seek proper medical attention to be eligible for sick leave payments.

The provisions of Clause 10:02 shall not apply to Artists on sick leave.

13:03 Personal Leave

The Engager agrees that the Artist, while engaged, shall be entitled to personal leave with pay for not less than three (3) days from July 1 to June 30 of the following year. These days are in addition to those stipulated in Clause 13:02 and may be taken without explanation. Personal leave days may not be taken immediately preceding or following sick days or as supplementary vacation days. Personal leave days will not be taken consecutively or during performance weeks or during the engagement week prior to a scheduled performance without the prior written approval of the Executive Director or Artistic Director. The Artist must notify the Engager of the intention to take a personal day not later than two (2) hours prior to the Artist's first call on the day the Artist plans to take said personal day.

While personal leave days are not intended for these purposes in particular, the Artist may request permission in advance to take a personal leave day for reasons including but not limited to moving, family obligations/events, and to leave early for travel. Permission to take a personal leave day for the above reasons shall be given at the discretion of the Engager.

While an Artist may take a Personal Leave day on a Friday or a Monday, it is understood that Personal Leave days are not intended to be taken for the sole purpose of converting a weekend into a long weekend or a long weekend into a longer weekend.

13:04 No Duplication of Assistance

The Engager will not be required to make sick leave payments pursuant to Clause 13:02 where equivalent payments are made to the Artist under insurance agreements, such as workers compensation or disability insurance.

13:05 Continued Insurance Coverage

The Engager will continue its share of the premium payments required pursuant to Clause 12:05(A) and (B) and (C) on behalf of the ill or injured Artist throughout the engagement period;

13:06 Protection

No Artist's contract may be terminated due to illness or injury except in accordance with Article 14.00.

13:07 Bereavement Leave

The Engager agrees to grant an Artist up to three (3) days bereavement leave with pay for the death or life threatening illness of an immediate family member.

13:08 Maternity and Parental Leave and Benefits

(A) Maternity Leave

In addition to any appropriate Provincial or Federal provisions governing maternity leave and/or benefits, the following understanding shall apply:

- (i) A birth mother wishing to access this Policy must have been engaged for not less than one (1) full season prior to her maternity leave.
- (ii) Birth mothers may take up to fifty-two (52) weeks of leave, which is made up of fifteen (15) weeks of maternity leave and thirty-seven (37) weeks of

parental leave which must follow immediately after her maternity leave is completed.

- (iii) Recognizing that it is important for both the Artist and the Engager to make appropriate arrangements in a timely manner it is understood that the Artist shall inform the Engager of her pregnancy as soon as it is reasonable to do so. The Artist and the Engager should at this point discuss tentative dates and begin to develop a plan based on those dates and the Engager's rehearsal and performance schedule. The purpose of these meetings is for both parties to discuss their respective needs and scheduling requirements.
 - (iv) The specific dates of commencement and termination of each leave will be determined by agreement between the Engager and the Artist, taking into account the Artist's ability to continue performing while pregnant or after child-birth, as well as the individual health and personal needs of the Artist. At the request of the Artist, CAEA may participate in those discussions. The Artistic Director will consider opportunities for the Artist to continue performing in a limited capacity (such as walk-on roles), and make best efforts to accommodate the Artist as long as possible prior to commencing the pregnancy leave.
 - (v) Except where the Artist prefers otherwise, pregnancy leave shall not begin earlier than twelve (12) weeks prior to the anticipated date of childbirth and shall end not earlier than six (6) weeks following date of childbirth.
 - (vi) Provided such duties are available and subject to operational needs, the Engager shall arrange for modified duties for the Artist in order to bridge the gap between when it is no longer feasible for her to continue dancing and when her maternity leave is expected to begin. Such duties shall be discussed and agreed upon with the Artist taking into account her physical needs. At the request of the Artist, CAEA may participate in those discussions.
 - (vii) If the Artist has not elected to take the full fifty-two (52) week leave period, the Artist and the Engager shall meet not more than twenty-four (24) weeks following the date of childbirth to discuss her anticipated return, which date shall be mutually agreed upon by the Engager and the Artist. At the request of the Artist, CAEA may participate in the discussions. The return date may be changed by mutual agreement between the Artist and Engager. Should the Artist choose not to return after the end of her leave, she must provide the Engager with not less than eight (8) weeks' notice.
 - (viii) Understanding that each pregnancy is different and cannot be predicted with absolute accuracy, both parties will act in good faith to determine a schedule of leave and return which meets both of their needs, including the appropriate amount of time required for the Artist to return to dancing condition.
 - (ix) At the Artist's request, the Engager shall make accommodations within the workplace to allow her to breastfeed when she returns to work.
 - (x) While maternity leave and benefits are only available to a birth mother, parental leave and benefits are available to adoptive parents, as defined by the Alberta Employment Standards Code.
- #### (B) Parental Leave
- (i) Job-protected parental leave of up to thirty-seven (37) weeks will be available pursuant to the Alberta Employment Standards Code.
 - (ii) The Artist shall meet with the Engager as soon as is reasonable to do so in order to discuss the

implications on their rehearsal or performance schedule. The specific dates of commencement and termination of each leave will be determined by agreement between the Engager and the Artist. At the request of the Artist, CAEA may participate in the discussions.

- (iii) In the case where both Artists are employees of the Engager, the Engager shall also meet with the other Artist in order to determine a schedule of leave and return which meets the needs of both the Engager and the Artist.
- (iv) Artists whose partners or spouses are due to give birth shall be given one (1) day paid leave to attend the birth.
- (v) Additional unpaid leave may be granted to an Artist right after the birth of a child or the arrival of an adopted child. This leave shall be agreed upon between the Artist and the Engager and shall be negotiated and agreed upon in good faith by both parties.

(C) Provisions While on Tour

When possible, the Engager will provide a single room for an Artist with a child under the age of two (2) years for any tour requiring an overnight stay of more than two (2) nights.

14:00 TERMINATIONS

14:01 Termination

It is the essence of all Artists' Individual Contracts that they be entered into by both the Engager and the Artist with a commitment to fulfil the specified time span. Termination of the Individual Artist's Contract during the term may only be effected as follows:

(A) Mutual Consent

An Individual Artist's Contract may be terminated by mutual consent, in writing including all negotiated terms of the termination, a copy to be filed immediately with CAEA.

(B) Termination Initiated by the Artist

An Artist may request termination of his/her Individual Artist Contract prior to the expiry of its term. Engager will then consider under which conditions it could release the Artist from his/her contract. These conditions may include a set-off or deduction from any earnings owing to the Artist. The Artist is not released from the Artist's Individual Contract until the conditions have been concluded, resulting in a written termination notice, with a copy filed with CAEA.

(C) Termination Initiated by the Engager

Termination of the Individual Artist's Contract initiated by the Engager may include such conditions as CAEA may impose, except where the Engager has terminated an Individual Artist's Contract for just cause or where the Engager has closed the season pursuant to Clause 14:02. If the Engager has terminated the Individual Artist's Contract for just cause or has closed the season pursuant to Clause 14:02, CAEA will not impose any conditions. A copy of such termination must be in writing and a copy to be filed immediately with CAEA.

14:02 Close of Season

The Engager may close the season and company by posting one (1) weeks' notice to all Artists, provided the Artist shall receive payment of not less than the current week's wages and one (1) additional week's wages, in addition to any other monies owing. A copy of such notice shall be immediately filed with CAEA.

15:00 COSTUMES AND SHOES

15:01 Costumes

(A) Costumes, Wigs, Dance Belts

The Engager will provide the Artist with all properly fitted and maintained costumes including performance tights, dance trunks, wigs, wig hairpins, hair pieces, beards, and shoes for all performances. Each Artist shall be provided with the appropriate rehearsal costumes as the repertoire requires.

After the presentation of receipts to the Engager, each male Artist shall be reimbursed for two (2) dance belts of his choice, style and make each season to a maximum of sixty-one dollars and eighty cents (\$61.80) in 2010-2011, sixty-three dollars and sixty-five cents (\$63.65) in 2011-2012, sixty-five dollars and fifty-six cents (\$65.56) in 2012-2013, and sixty-seven dollars and fifty-three cents (\$67.53) in 2013-2014 for his general use.

Artists are not permitted to wear any personal jewellery or clothing without the permission of the artistic staff.

(B) Costume Cleaning

The Artist's costume(s) shall be cleaned at the beginning of each season and after a reasonable number of wearings of each costume thereafter. The Engager agrees to launder all washable performance items (e.g. tights, dancebelts, unitards, etc.) after each performance. The Engager agrees to provide two (2) t-shirts to all male Artists on request which are to be worn under costumes. Any practice skirt/tutu or part of a costume required to be worn for rehearsals shall be adequately laundered as needed at the request of the Artist.

(C) Artist's Responsibility for Costume

Each Artist is responsible for abiding by the Engager's requirements for the proper care of costumes and accessories while the same are in their possession.

(D) Scheduling of Costume Fittings

In addition to regular rehearsal time the Engager is hereby granted a total number of free hours for costume fittings which cannot exceed the equivalent of one (1) hour for each ballet and two (2) hours for a full evening-length ballet per year per Artist. The Engager will not require the Artist to perform this duty on the Artist's free day, overnight rest period, or during any breaks. Travel to and from fittings shall constitute part of the costume fitting time. A costume fitting is an official call and the Artist must attend as required. The scheduling of costume fittings shall be subject to Clause 17:03 of the ABA. If the costume fitting is not included on the schedule, the Artist shall not be required to attend the fitting. The Engager shall post a "sign-in" sheet in the wardrobe room accessible to the Artist upon his/her arrival. The sheet will include the Artist's name, costume(s) to be fitted, and the scheduled time of the fitting. The Artist's time of arrival at and departure from the fitting will be notated on the sheet and the Artist shall initial the sheet indicating the Artist's acknowledgement of the times and noting any discrepancies.

(E) Rehearsal Time or Compensation for Costume Fittings

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

(F) Costumes and Footwear Available at Half-Hour Call

The Engager shall ensure that costumes and footwear will be distributed not later than the half-hour call. The Artist shall be held responsible to see that said Artist has all costumes and footwear at the half-hour call.

15:02 Shoes

Upon the signing of an Individual Artist's Contract, the Artist shall provide written specifications to the Engager for their shoes to be ordered. The Engager will make every reasonable effort to see that the fit and quality standards specified by the Artist are adhered to. The Engager will maintain an adequate stock of shoes for the Artist throughout the term of the Individual Artist's Contract, recognizing that the current sources for shoes is from outside Canada and these may not be able to produce and ship shoes in the quantity ordered by the Engager. While the Artist shall not be required to wear shoes that do not comply to the specifications they have provided, the Artist will work with the Engager to find an adequate stock of shoes that can be worn until the supplier is able to provide the shoes ordered by the Engager.

At the commencement of the engagement period the Engager will provide each female Artist with six (6) pairs of pointe shoes and two (2) pairs of soft shoes. At the commencement of the engagement period the Engager will provide each male Artist with four (4) pairs of soft shoes.

An Artist shall receive one (1) pair of new shoes upon return to the authorized person of one pair of worn out shoes. In the case of dispute as to whether the shoes are sufficiently worn to warrant replacement, decision shall be made by the Engager's Artistic Director.

Female Artists will be provided with pointe shoe ribbons and shoe elastic on an as needed basis. Male Artists will receive shoe elastic on an as needed basis.

Shoe orders shall not be placed more than once per week for any individual Artist, and shall be filled within two (2) days of the order being placed.

If the Artist's specified shoes are out of company stock, the Artist may, with the permission of the Engager, purchase the necessary shoes of the Artist's specifications and be reimbursed for:

- (i) Cost of shoes;
- (ii) Shipping costs of the shoes;
- (iii) Time spent by the Artist in purchasing the shoes shall be counted as part of rehearsal time and overtime payments made if necessary.

At the end of each season, in the interest of helping the Artists to maintain their physical condition during the off-season, the Engager shall provide female Artists contracted for the next season with five (5) pairs of pointe shoes and one (1) pair of soft shoes. Male Artists who have been contracted for the next season shall be provided with four (4) pairs of soft shoes.

16:00 REHEARSAL AND PERFORMANCE CONDITIONS

The Engager agrees to ensure the following conditions for performances and rehearsals:

16:01 Dance Surfaces

The dance floor surface, prior to the commencement of the company class, rehearsal or performance shall not pose a hazard, be slippery or dirty.

The Artist will not be required to rehearse or perform on concrete or marble floors or on any other surface which is unsafe or may be the cause of an injury to an Artist. The Stage Manager and the CAEA deputies will consult with the Artistic Director or the Artistic Director's designate and the company manager if it appears that the performing surface is unsafe or may be the cause of an injury to an Artist during rehearsal or performance. The final decision as to whether the performance surface is unsafe or may be the cause of an injury to an Artist shall be made by the Artistic Director or the Artistic Director's designate.

In addition to the above, the Engager shall make every reasonable effort to use a sprung floor for the Engager's own performances at the Northern Alberta Jubilee Auditorium and the Southern Alberta Jubilee Auditorium.

16:02 Temperature

(A) Minimum and Maximum Temperature Indoors and Out

Artists will not be required to participate in rehearsals or performances when the temperature in the dance area is below (20°C) degrees Celsius, or no more than thirty-two (32°C) degrees Celsius. The rehearsal halls, theatre, stage and wings of the stage and dressing rooms will have reached the minimum temperature specified above before the Artists arrive to take classes, rehearse or perform.

This Clause shall apply to indoor and/or outdoor rehearsals or performances. During rehearsals or performances when the temperature is between eighteen (18°C) degrees Celsius and nineteen and ninety-nine hundredths (19.99°C) degrees Celsius, Artists will be allowed to use warmers with their costumes. Said warmers will be neutral in colour and in reasonable condition.

An Artist shall not be required to perform at any time when the temperature onstage is less than eighteen (18) degrees Celsius, or more than thirty-two (32°C) degrees Celsius.

(B) Advising Local Backers and Promoters

Local backers and promoters should be advised of the minimum and maximum temperature requirements sufficiently in advance of the first performance date to allow adequate arrangements to be made. Portable oil or gas space heaters may not be used in an area where the Artists are required to dance.

16:03 Backstage

All backstage areas and passages will be kept clean and sufficiently illuminated to ensure the safe movement of the Artists from one area to another. During performances, the Engager will endeavour to provide a barre set-up on the appropriate floor surface backstage.

16:04 Dressing Rooms

The Engager will provide adequate dressing room facilities for the Artists' use, such facilities shall be in close proximity to the stage whenever possible, have usual washroom facilities including hot running water and toilets, and be adequately heated and lit. The Artist shall leave the dressing room facilities in a tidy fashion on departure of the company from the theatre.

16:05 Secure Depository

At the Artist's request the Engager will provide a secure depository and be responsible for the Artists' valuables during any class, rehearsal or performance outside the Engager's home studios.

16:06 Medical References List and First Aid Kit

The Engager will provide, upon request from the Artist, names and contact information of qualified doctors, dentists, chiropractors, physiotherapists and massage therapists practicing in a community which the Artist is scheduled to perform. The Engager, by providing the aforesaid names, does not endorse the professional competency or in any way recommends the persons on the list. Wherever the Artists are working, the Engager shall provide a first aid kit meeting standard Red Cross standards.

16:07 Outdoor performances

Artists will not be required to dance when dance surface conditions are deemed dangerous by the Artistic Director or the Artistic Director's designate, the CAEA deputies and the Stage Manager;

16:08 Sports Medicine Treatment

(A) On-Site Sports Medicine Treatment in City of Origin

While at the Studio in the city of origin, the Engager shall arrange for on-site sports medicine treatment (e.g. physiotherapy, chiropractic, massage, acupuncture, etc.) on at least one (1) day per rehearsal week.

(B) On-Site Sports Medicine Treatment at All Theatres

On dress rehearsal and performance days at all Theatres in which Artists appear, the Engager shall arrange for on-site sports medicine treatment for all Artists involved (e.g. physiotherapy, chiropractic, massage, acupuncture, etc.) which shall be available each day at the Theatre.

(C) Arrangements for Off-Site Medicine Treatment

If it is not possible to provide on-site, the Engager shall make arrangements and facilitate such treatment for the Artist off-site, provided that it is reasonably available.

16:09 Extraordinary Risk

"Extraordinary Risks" are defined as the performance of acrobatic feats; suspension from trapezes, wires, or like contrivances; the use of or exposure to weapons, fire, dangerous chemicals, or pyrotechnical devices; stage fighting; fencing, the taking of dangerous leaps, falls, throws, catches, knee drops or slides from or onto a level (floor, platform, or any other surface or device) where the difference in level is more than four (4) feet; and work on a rake. Within the sphere of dance the execution of choreography or staging which departs from the techniques of movement and support used in dance (classical ballet, modern, jazz, ethnic or any other form of dance) is also defined as an extraordinary risk.

(A) There will be consultation between Equity, the Engager, Stage Management and the Deputies as to what constitutes an extraordinary risk. At the beginning of each season the Engager, having consulted with Stage Management, will identify and inform CAEA with respect to which productions, with the exception of new productions, contain elements which are extraordinary risks. In the case of new works the Engager will identify and inform CAEA with respect to whether the production contains elements which are extraordinary risks as soon as is practicable after an element is identified as an extraordinary risk.

(B) The Engager agrees that appropriate training by a qualified individual will be provided to Artists involved in extraordinary risks.

16:10 Stage Fights

(A) Engagement of Qualified Individuals

The Engager shall engage a qualified individual, in accordance with Article 31:00, to instruct the Artists in the performance of stage fighting when the repertoire in that season includes one (1) or more stage fights.

(B) Stage Fight as Extraordinary Risk

The Artist's participation in a stage fight shall be designated as an extraordinary risk, which shall be confirmed in a rider to the Artist's contract in accordance with Clause 16:09.

(C) Monitoring of Stage Fights

The Engager shall ensure that the artistic staff will continue to monitor the stage fight(s) for the duration of the production.

(D) Artists' Rehearsal of Stage Fights

All Artists who participate in a stage fight must rehearse said fight before each performance and dress rehearsal. Any exception shall be at the discretion of the artistic staff member assigned to monitor the fight(s).

The Artist may be required to rehearse fight sequences for a maximum of fifteen (15) minutes immediately prior to the half-hour call of a performance or a dress rehearsal. This fifteen (15) minute rehearsal will not be deducted from the Artist's total allowed rehearsal time on the day; however the Artist must, prior to the fight rehearsal, receive the break specified in Clause 18:11.

17:00 REGULAR NOTICE REQUIREMENTS

The Artist shall advise the Ballet Master/Mistress if he/she notices an error or omission on casting, schedules, or other posted notices, (i.e. being scheduled for two rehearsals at the same time or double cast).

17:01 Programming Information

The Engager will post the programming information document for the current season on the Artist's information board by the start of the engagement period and will post updates as they become known.

17:02 Call Board

A call board will be provided in each place where rehearsals and performances are regularly scheduled. All notices concerning rehearsals, casting and performances will be posted. On tour, in addition to being posted at the performance/rehearsal venue, the Engager shall ensure that a copy of the schedule is made available to the Artist at the hotel where the Artist is staying.

17:03 Rehearsal and Performance Schedules

(A) Posting of Itemized Rehearsal Schedule

During rehearsal periods an itemized weekly rehearsal schedule shall be posted in each building where rehearsals are scheduled to be given. The rehearsal schedule shall be posted on every Thursday, two (2) hours prior to the end of the rehearsal day, and shall specify the schedule for the following week. Where a role or cast has sharers and/or understudies, the Artist's name and cast must be specified on the schedule. The schedule must specify all Artists called for the rehearsal except as outlined in Clause 17:03(C). In the event that the Artist does not inform the Engager that said Artist will be unable to attend a rehearsal or a performance (see Clause 17:03(D)) or is late for a rehearsal call or a performance call, the Engager may discipline the Artist in accordance with Clause 10:05.

(B) Changes to Rehearsal Schedule and Notification of Artists

Where changes are to take place in rehearsal schedules already posted, the Engager shall post an updated schedule not later than the beginning of the Artist's last rehearsal block, or the half-hour call for a performance, or shall notify the Artist personally of the correct rehearsal call in the day prior to the scheduled rehearsal.

The Artist must inform the Engager at least two (2) hours in advance in case the Artist is unable to attend rehearsal due to illness or for personal leave (see Clause 13:03). Changes to the posted rehearsal schedule necessitated by an Artist's absence due to illness, injury, unexcused absence, or severe weather must be made at least ninety (90) minutes prior to the rehearsal call. If the Artist has provided less than two (2) hours notice of absence, the Engager shall post changes to the rehearsal schedule as soon as possible.

(C) A Rehearsal May be Marked "TBA" Only Under the Following Conditions

- (i)** The choreographer is creating and/or setting a new work or acquisition;
- (ii)** The choreography and casting for the particular section of the ballet has not yet been sufficiently set in order to be reasonably able to determine which Artists are necessary for the rehearsal in advance;
- (iii)** All "TBA" rehearsals on the schedule must designate the name of the ballet to be rehearsed;
- (iv)** The names of those Artists called to the rehearsal shall be added to the schedule not later than the beginning of the Artist's last rehearsal block call of the rehearsal day, or the half-hour call for a performance, on the day prior to the scheduled "TBA" rehearsal.

(D) Clause 10.05 shall not apply for any lateness or missed calls when the Engager has failed to meet the requirements of Clauses 17.02, 17.03(A), (B), (C), or any part thereof. However, provided that the Engager has met the requirements of those Clauses, it is the Artist's responsibility to find out when the Artist's next call will be whether or not the Artist is present when the rehearsal call is posted.

17:04 Posting Ballets

The program of ballets to be performed will be posted on the call board at least four (4) weeks in advance of the first performance. The Engager shall use its best efforts to inform the Artists of performance casting as soon as reasonably possible and in any event at least two (2) weeks before a performance, and in any case, before this information is released to the box office or the news media. Understudies and Sharers or Alternates will be so designated on the posted casting information.

17:05 General Casting

The Artist must be informed of the general casting of a ballet either four (4) weeks in advance of opening night, or prior to the first rehearsal of said ballet, whichever comes first.

In the case of new works, the Artist must be informed not later than ten (10) rehearsal days after the commencement of rehearsal for said work.

17:06 Posting Cast Changes

Cast changes for ballets during a season, other than emergency changes, will be posted at least one (1) day in advance of the performance. Failing which, each Artist directly involved in the change shall be paid one-eighth (1/8) of the Artist's weekly contractual fee for each such occurrence.

17:07 Receptions

Attendance at receptions will be optional. Where Artists are invited to attend a reception, a notice will be put on the call board with at least twenty-four (24) hours in advance or as soon as it is known to the Engager.

18:00 REHEARSALS

For the purpose of this entire Article 18.00, any breaks or rest period infringements and any rehearsals which exceed the time limits specified therein shall, if claimed, be paid at the appropriate overtime rate, unless otherwise stated.

18:01 Attendance at Rehearsals

It is the Artist's responsibility to be on time and properly prepared for those rehearsals for which he/she is called. The Artist is also responsible for being aware of his/her own rehearsal calls, even when the Artist is not present at the time the rehearsal and performance schedule is posted. However, where the Engager has failed to post rehearsal and performance schedules in the manner stipulated in the ABA, the Artist shall not be responsible for any rehearsals, which he/she is late for or fails to attend as a result.

18:02 Rehearsal Conflicts

The Engager will not schedule rehearsals, which require any Artist to be available for rehearsal with two (2) choreographers or Ballet Mistresses/Masters in different studios at the same time.

18:03 Excused Rehearsals

If the Artist requests to be excused from rehearsal he/she must have permission from an authorized representative of the Engager.

18:04 Length of Rehearsal

(A) Sixty (60) Minutes

In the case where one rehearsal block of sixty (60) minutes is scheduled, the rehearsal shall run for sixty (60) minutes.

(B) One Hundred and Twenty (120) Minutes

In the case where the rehearsal call is one hundred and twenty (120) minutes, the Artists will receive a break of not less than ten (10) minutes following a rehearsal of not more than eighty (80) minutes.

(C) One Hundred and Eighty (180) Minutes

In the case where the rehearsal call is one hundred and eighty (180) minutes, the Artists will receive a break of not less than twenty (20) minutes following a rehearsal of not more than eighty (80) minutes or the Artists shall be given a five (5) minute rest period after each fifty-five (55) minutes of rehearsal.

(D) End of Class

The Artist shall be given a fifteen (15) minute rest period between the end of class and the commencement of official duties.

(E) Overnight

The Artist shall not be required to rehearse or provide any service whatsoever, except travel, sooner than thirteen (13) hours following the end of the last official duty of the previous day. Travel may not be required sooner than ten (10) hours following the end of the last official duty of the previous day. When in performance on tour, the calculation of the rest period will begin forty-five (45) minutes after the final curtain and end with the departure time of the coach the following morning. (Also see Clause 21:07.)

(F) Meal Breaks

The Artist shall be given a sixty (60) minute rest period for a meal break each day of work (See Clause 18:09.).

18:05 Company Class

Company class is optional. Company class will be one and a half (1-1/2) hours in length and no choreography may be rehearsed in company class. Company class may be reduced by a maximum of thirty (30) minutes at the discretion of the Engager.

18:06 Computation of Rehearsal Time

Should the Artist be required to rehearse in excess of the hours specified in the ABA, the Artist will be compensated for the excess hours at the overtime rates specified in Clause 12:04. rehearsal time shall be computed from the time the Artist is called for or arrives at rehearsal, whichever occurs later, and shall conclude at the time of dismissal of the Artist.

18:07 Related Rehearsal Activities

Photo calls, giving notes, corrections, spacing and mandatory meetings called by management relating to Engager business and all similar activities shall be considered as rehearsal time. The Engager will not require the Artist to perform any of these services on the Artist's free day, during meal breaks or rest periods. Activities such as makeup for photo calls will constitute part of the required time for such activities. The Artist shall consider all such activities as Official Calls and be present as required.

18:08 Dress Rehearsal

An Artist may request not to perform full out during a dress rehearsal, such request not to be unreasonably denied by the Artistic Director or the Artistic Director's designate in the absence of the Artistic Director provided that he/she has determined that the Artist is exceptionally familiar with the ballet being rehearsed, or there are other appropriate reasons which necessitate such adjustment. In such circumstances, the Artist shall not be required to exhibit demanding choreography or emotional involvement in a given role, but shall clearly perform the spacing and timing required for the ballet.

Although the intent of a dress rehearsal is to run the program with as few interruptions as possible, it is understood that a dress rehearsal may need to be stopped.

(A) Duration of Dress Rehearsal

A dress rehearsal, including the half-hour call, may carry on for a period of three and a-half (3-1/2) hours (four (4) hours for the Engager's current version of "The Nutcracker" and full evening-length ballets). When a dress rehearsal is scheduled on a single performance day, any rehearsal activity either prior to or following a dress rehearsal shall constitute overtime.

(B) Dress Rehearsal on a Rehearsal Day

On a rehearsal day when a dress rehearsal of three and a-half (3-1/2) hours (including the half-hour call) is scheduled, the Artist may be required to rehearse for a maximum of three (3) additional consecutive hours exclusive of meal breaks.

On a rehearsal day when a dress rehearsal of four (4) hours (including the half-hour call) is scheduled, the Artist may be required to rehearse for a maximum of two (2) additional consecutive hours exclusive of meal breaks. (See Clause 18:08(A)).

(C) Non-paying Attendees at Dress Rehearsal

A non-paying invited audience may attend a dress rehearsal at the discretion of the Engager. Should admission be charged then performance rules will apply for that day and it shall be considered a performance. A verbal or written announcement will be made or given to the audience to inform them that they will be seeing a dress rehearsal, which may need to be stopped and not a performance whether or not admission is charged.

(D) Overtime

If a dress rehearsal runs into overtime as defined in the ABA, the Artist required to attend shall receive the half-hourly overtime rate for any half (1/2) hour or part thereof.

(E) Half-Hour Call

There shall be one (1) "half-hour call" prior to a dress rehearsal on a rehearsal day or a performance day whether it happens in the studio or on stage, which shall be considered part of normal rehearsal time for the purpose of putting on costumes and/or make up. A dress rehearsal may be three and a-half (3-1/2) or four (4) hours in length including the half-hour call without incurring overtime. (See Clause 18:08(A)).

(F) Period for Costume Removal

A suitable period of time, which shall not be less than fifteen (15) minutes, will be scheduled following a dress rehearsal to allow Artists to remove costumes prior to the commencement of a break or any other activity. This shall not apply to any dress rehearsal of "The Nutcracker" that includes spacing pursuant to Clause 18:09(G).

(G) Spacing Rehearsal on Stage

A spacing rehearsal of at least thirty (30) minutes or more, if necessary, shall be conducted for all casts of ensemble dances in full evening length ballets, including the Engager's current production of "The Nutcracker" prior to the first full dancing rehearsal on stage. The spacing for "The Nutcracker" must include not less than a thirty (30) minute period without children. Alternatively, spacing may be done during the dress rehearsal provided that the dress is stopped to accommodate spacing (without music), or said spacing is done prior to the top of the Act.

18:09 Maximum Consecutive Rehearsal

An Artist may not be required to take part in more than three (3) consecutive hours of rehearsal excluding a dress rehearsal. Where the Artist has had three (3) consecutive hours of rehearsal, further rehearsal may not be resumed until the Artist has had at least a one (1) hour rest period, during which the Artist may not be required to travel to another place of rehearsal or provide any other service whatsoever for the Engager.

If the Artist is required to rehearse more than three (3) consecutive hours except for a dress rehearsal, the Artist shall be paid additional compensation at the regular overtime rate per half-hour or part thereof.

18:10 Maximum Daily Rehearsal

(A) Rehearsal or Performance Weeks

(i) In a week in which an Artist gives no performance, the Artist's weekly rehearsal schedule shall consist of five (5) rehearsal days of six (6) hours out of seven and a-half (7-1/2) hours from the beginning of the day's first scheduled rehearsal of the Artist (except as outlined in Clause 18:10(B)).

(ii) On a rehearsal day in a performance week, the Artist may only be required to rehearse for five and a-half (5-1/2) hours out of a seven (7) hour span. Notwithstanding the above, in a performance week on a rehearsal day when a full dress rehearsal is scheduled, the rehearsal day may include six (6) hours of rehearsal (including the half-hour call) out of a span of seven and a-half (7-1/2) hours.

(B) At the Engager's discretion, the Artist may be required to rehearse a maximum of one (1) Saturday per month in the city of origin under the following conditions:

(i) The maximum time an Artist may rehearse on a Saturday shall be two and a-half (2-1/2) hours, such hours to be consecutive. On the rehearsal days during the engagement week, prior to the Saturday, the Artist may rehearse for not more than five and a-half (5-1/2) hours out of seven (7) hours from the beginning of the day's first scheduled rehearsal of the Artist.

(ii) There shall be no rehearsal scheduled on a Saturday during a statutory long-weekend.

(iii) There shall be no rehearsal scheduled on a Saturday following any series of performances in the city of origin or on the first Saturday following the Artist's return from tour.

18:11 Rehearsals on a Performance Day

(A) Two Performance Day

On any day on which two (2) performances are scheduled, the Artist shall not be required to rehearse. One (1) half (1/2) hour spacing rehearsal in warm-ups may be called if it does not infringe on a rest period. If an emergency rehearsal is called, the Artist will be paid the half-hourly overtime rate for each half (1/2) hour or part thereof.

(B) One Performance Day

On any day on which only one (1) performance is scheduled, the Artist shall not be required to rehearse in excess of two (2) hours except for a dress rehearsal in accordance with Clause 18:08.

Except for "The Nutcracker," each cast of a production may have this rehearsal time extended by one (1) hour on one (1) occasion during the run. One half-hour of each of these rehearsals shall be used for giving notes. All normal breaks as per Clause 18:04 shall apply.

(C) Travel on a One Performance Day

The Artist may not be required to rehearse or to perform any other duties, except travel, earlier than five and a-half (5-1/2) hours before curtain time on a single performance day (evening performance), nor earlier than two and a-half (2-1/2) hours before curtain time of a matinee.

The Engager, upon advising the Artists, may extend the five and a-half (5-1/2) hour span by two (2) hours, once per engagement week (with not less than seventy-two (72) hours between any occurrences) without overtime in order to accommodate dress rehearsals or other unions' or associations' rules and/or regulations which could not be accommodated through the regular span and could not be

changed to conform to it. However, this extension is not intended to accommodate additional travel time.

Any hours worked in excess of the above shall be paid at the regular overtime rate.

18:12 Singing and Speaking Roles

Each dancer who shall be required to sing more than eight (8) bars of music or speak more than fifteen (15) words in a ballet when such singing or speaking may be done by another person without injury to the essential structure or character of the ballet, shall receive additional compensation at the rate of not less than fifteen dollars and forty-five cents (\$15.45) in 2010-2011, fifteen dollars and ninety-one cents (\$15.91) in 2011-2012, sixteen dollars and thirty-nine cents (\$16.39) in 2012-2013, and sixteen dollars and eighty-eight cents (\$16.88) in 2013-1014 for each such performance. The Engager agrees to confer with CAEA when such occasions arise with a view to determine whether or not payment is appropriate.

18:13 Maximum Overtime

The Artist shall not be required to rehearse more than two (2) hours of actual overtime in any one (1) day.

18:14 Maximum Emergency Rehearsal

Maximum allowable emergency rehearsal time shall in all cases be limited to an additional one (1) hour at the appropriate overtime rate.

19:00 PERFORMANCES

19:01 Maximum Number of Performances

Clauses 19:01(A) and (C) do not apply to Educational/Special performances.

(A) Maximum Performances in Six or Nine Consecutive days

There will be a maximum of eight (8) performances in six (6) consecutive days or eleven (11) performances in nine (9) consecutive days. For the first performance over the limitations stated above, the Artist shall receive an additional one-eighth (1/8) of the Artist's weekly salary.

(B) Maximum Number of Performances per Day

There will be a maximum of two (2) performances per day.

(C) Free Day Following Two Double Performance Days

Where four (4) performances are given in two (2) consecutive days, the succeeding day will be a free day. Travel may be scheduled on that day but then the succeeding day will be a free day. For an infraction over the limitations stated above, the Artist shall receive an additional one-sixth (1/6) of the Artist's weekly salary and the succeeding day will be a free day.

(D) Performance on a Free Day

For any performance on a free day, the Artist shall receive an additional one-sixth (1/6) of the Artist's weekly contractual fee.

19:02 Educational/Special Performance

There shall be a maximum of two (2) Educational/Special performances (as defined herein) per day over a maximum span of five (5) consecutive days.

19:03 Attendance Before Performance

The Stage Manager will post the sign-in sheet on the call board one and a-half (1-1/2) hours prior to curtain. The Artist must be in the Theatre and have signed in on the sign-in sheet thirty (30) minutes prior to curtain. Once the half-hour call is given the Artist may not leave the theatre until the end of the performance or with the authorization of the Engager. Artists not signed in will be disciplined by the Engager in accordance with Clause 10:05.

19:04 Performance after Rehearsal

(A) In City of Origin

On any day on which a single performance is scheduled, the Artist will not be required to perform sooner than two

and a-half (2-1/2) hours following any rehearsal. This two and a-half (2-1/2) hour rest period shall include the half-hour call prior to performance, and shall not be interrupted by any activity of the Engager except for the Artist's own warm-up.

(B) Outside City of Origin

On the first day in a new location on which a single performance is scheduled, the Artist will not be required to perform sooner than one and a-half (1-1/2) hours following any rehearsal shorter than one (1) hour. This one and a-half (1-1/2) hour rest period shall include the half-hour call prior to performance, and shall not be interrupted by any activity of the Engager except for the Artist's own warm-up. When using this provision the Engager must provide company class prior to the rehearsal call. In addition, this provision may not be used when the Engager is performing in the Jubilee Auditorium in Edmonton, Alberta.

19:05 Required Intermissions And Calls

The definition and placement of acts of ballets and scenes of ballets will be at the discretion of the Engager. During each performance the Artist will use their best judgement when taking the appropriate rest period. A "half-hour" call, a "fifteen minute" call and a final call "five minutes - beginners" will be given.

19:06 Minimum Period Between Performances

Except for Educational/Special performances there will be at least a two and a-half (2-1/2) hour rest period between performances. This two and a-half (2-1/2) hour period will not include the half-hour call prior to a performance. There will be at least a 15 minute rest period between Educational/Special performances or Appearances.

19:07 Meals

(A) When in the city of origin: On any day on which two (2) performances, other than Educational/Special performances, are scheduled and if the interval between performances is less than two and a-half (2-1/2) hours, the Artist may request the Engager to arrange that a hot meal be brought into the theatre, the cost of which will be the responsibility of the Engager.

(B) When outside the city of origin: On any day on which two (2) performances, other than Educational/Special performances, are scheduled and if the interval between performances is less than two and a-half (2-1/2) hours, the Artist may request the Engager to arrange that a hot meal be brought into the theatre, the cost of which will be the responsibility of the Artist.

19:08 Rest Period After a Matinee

Following a Matinee on a day when no evening performance is scheduled, there will be a minimum rest period of one and a-half (1-1/2) hours before the commencement of a rehearsal or forty-five (45) minutes before the commencement of intercity travel.

19:09 After Evening performances

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

20:00 UNDERSTUDIES

Whenever needed, there should be an Understudy or Sharer provided for each role in each ballet. All Understudies and Sharers are required to be at all rehearsals for the designated role unless called to another rehearsal. Except in the case of an emergency, there shall be at least one (1) full dancing rehearsal for the Sharer's part with all appropriate cast members in attendance before a Sharer is required to perform.

21:00 TOURS

21:01 Engager's Expense

When the Artist is required by the Engager to work outside the city of origin, the Engager will provide and pay for all transportation of the Artist between and within such points outside the city of origin, originating and terminating at the

Artist's usual place of work. The Engager will also pay for transportation to the Artist's usual place of work, except when such departure is at the discretion of the Artist. The Engager will also pay for transportation to the Artist's place of residence if returning to the city of origin, except when such arrival is at the discretion of the Artist. When transportation charges are incurred directly by the Artist when travelling at the request of the Engager, the Engager will pay such charges so long as they are approved by the Engager and sufficient proof of payment is provided.

21:02 Personal Baggage

The Engager will also provide and pay for the transportation of the Artist's personal baggage, up to the free baggage allowance provided on scheduled airlines, between destinations established by the Engager and return to the city of origin.

21:03 Provision of Tour Information

(A) Communication Committee

The Communication Committee will receive a copy of the itinerary of the tour and details disclosing the method of transportation to be used during the tour and the accommodations at least fourteen (14) calendar days before the day of departure from the city of origin. In the event that the day on which the Communications Committee is to receive the copy of the itinerary is a free day, the itinerary will be provided on the first preceding day of work.

(B) Artists and CAEA

A copy of the itinerary of the tour and details disclosing the method of transportation to be used during the tour and the accommodations will be made available to each Artist and CAEA at least ten (10) calendar days before the day of departure from the city of origin.

In the event that the day on which the Artists are to receive a copy of the itinerary is a free day, the itinerary will be provided on the first preceding day of work. Any additions or changes in the itinerary will be announced to the Artists and CAEA as soon as the change is finalized by the Engager.

21:04 Accommodations

(A) First Class Standard

Accommodations for the Artist (based on double occupancy) while outside the city of origin shall be arranged and paid for by the Engager. Such hotels will be of first-class standard except where no such class exists in which case the standard will be of the best class which does exist. Where the Artist elects to stay with family and/or friends he/she shall notify the Engager at least seven (7) days before the day of departure from the city of origin. The Artist shall also provide the Engager with his/her contact information.

(B) Registering of Artists Upon Arrival at Accommodations

Where possible, the Engager will make arrangements so that the Artists will not be required to register individually immediately upon arrival at their accommodations in a new city of performance or stopover.

21:05 Rules During Travel

(A) Company Manager

The company manager or other representative of the Engager shall travel with the company at all times. However, when an Artist has been contracted for additional duties as tour assistant during "Northern Tights," then a company manager may not be required.

(B) Promptness

The Artist shall be prompt for all departure calls. For bus calls, the Artist shall make his/her baggage available for

loading fifteen (15) minutes prior to the scheduled departure time.

(C) Maximum Travel Time

The Engager will not arrange for travel time in excess of the limitation set out below:

(i) Two performance day: No travel

(ii) Single performance day: five (5) hours

(ii) Non-performance day: ten (10) hours

On non-performance days, the span of travel times may only be exceeded by the length of the company class when the company class takes place prior to the commencement of travel or the first official call of the Artist.

(D) Computing Travel Time

Travel time will be computed from the time of call for departure from the organized point of departure until arrival at the destination (hotel or theatre). Such time will include all waiting time at terminals, flight and sailing time, stopover time, and all delays of any nature whatsoever, however caused, except that there shall be a two (2) hour tolerance for delays caused by inclement weather, mechanical failure, delays in departures, or other conditions over which the Engager has no control, including time lost going through customs and immigration at international borders. If the tardiness of an Artist is responsible for a delay at any time, such delay will not be counted as part of the travel time of the company.

Infractions on rest periods following a delay of less than two (2) hours, over which the Engager has no control, will be paid at one-half of the applicable overtime rate.

(E) Rest Periods When Traveling by Automobile or Bus

(i) There will be no travel breaks for travel periods of two (2) hours or less.

(ii) For travel of more than two (2) hours, there will be one (1) twenty (20) minute travel break which will be deemed to be part of the travel time within the first two (2) hours of travel. If the travel call will be longer than five (5) hours, this break shall occur within the first three (3) hours of travel.

(iii) For travel of more than four (4) hours there will be a one (1) hour meal break which shall not be considered part of the travel time and which shall commence within the fifth hour of travel [at a reasonably convenient location]. Where the total travel time will not exceed five (5) hours, the meal break may be reasonably scheduled at an earlier time with the consent of the majority of the Artists in the company.

(iv) If travel continues beyond the break time referred to in Clause 21:05(E)(iii) there will be one (1) twenty (20) minute travel break during each subsequent two (2) hour travel period which travel break will be deemed to form part of the travel period.

(v) There will be an additional one (1) hour meal break, which shall not be included in the travel period, four (4) hours after the termination of the first one (1) hour meal break referred to in Clause 21:05(E)(iii).

(F) Free Time on Arrival

In addition to the rest period accumulated under Clause 21:05(E), upon arrival in a new city after more than four (4) hours of travel, the Artists shall be taken directly to the hotel and there will be at least one and a-half (1-1/2) free hours from the time of arrival to the time of call for the trip to the theatre or a rehearsal or performance or any other duties including but not limited to company class.

(G) Arrival to Theatre

Upon arrival directly to the theatre following intercity travel of four (4) hours or less, the Artist shall be given one and a half (1-1/2) hours prior to being called to provide any

service for the Engager including but not limited to company class. Otherwise, upon arrival to the Theatre from the hotel, the Artist shall be given forty-five (45) minutes prior to being called to provide any service for the Engager including but not limited to company class.

(H) Transportation To and From the Theatre

In every case where the theatre is situated more than .8 kilometres from accommodation, the Engager will provide transportation for the Artist to the theatre and return to the accommodation after each performance or rehearsal period. The time of departure will be forty-five (45) minutes after final curtain or the Artist's dismissal or, if earlier, when all of the Artists are ready to be transported. Should the Engager delay the departure time from the theatre beyond the forty-five (45) minutes, the actual departure time shall mark the beginning of the time for the required rest period. Any Artist who is tardy and does not have a reasonable excuse or chooses not to use the arranged transportation is responsible for his/her own transportation to the hotel or next destination.

Notwithstanding the above, where the theatre is within .8 kilometres of the hotel, but inclement weather or unsafe conditions prevail, transportation will be provided for the Artists. The definition of unsafe conditions or inclement weather will be determined by the Engager.

(I) Long Travel Days

If any trip exceeds six (6) hours from the time of departure to time of arrival in the new city of performance or stopover, then the Engager will not call any rehearsal on that day.

(J) Night Travel

The Engager shall consider other options and use its best efforts to avoid scheduling more than two (2) hours of travel by bus following an evening performance whenever possible.

When the Artist is required to travel after midnight following an evening performance, the next day shall be a free day and the Artist shall not be required to perform any service on the day following the free day except travel after 1:00 p.m. and the maximum travel call that day shall be five (5) hours.

(K) Compensation for Overtime

If the Artist is required to travel for periods exceeding the limits provided in Clause 21:05(C), then the Artist will be entitled to overtime payment in accordance with Clause 12:04.

21:06 Maximum Span of Duties

On a performance day on which the Artists are travelling, the total time spent in their duties for the Engager will not exceed fourteen (14) hours. On a non-performance day on which there is travel, the span from the beginning of travel to the end of the last rehearsal or last required service of the Artist shall not exceed twelve and a-half (12-1/2) hours or thirteen (13) hours in the case where a dress rehearsal for "The Nutcracker" or a full evening-length work is scheduled. For calculation purposes the span will commence with the first call of the day and conclude with the actual arrival time of the bus following rehearsal or performance at the hotel.

21:07 Overseas Touring

When the Engager presents the company outside of Canada and the continental United States, the Engager will advise CAEA of its schedule, in writing, three (3) months prior to the commencement of the tour. Both CAEA and the Engager agree to complete the overseas tour rider one (1) month in advance of the tour including the review of the terms and conditions of ABA as they may apply to each tour.

Overseas travel at the commencement and termination of a tour may be undertaken without any penalty provided compensatory

days off are mutually agreed to by CAEA and the Engager when flights are in excess of the hours specified in Clause 21:05.

With the exception of the Per Diem, if no agreement is reached as a result of the review, the terms and conditions of the ABA shall apply unchanged. The per diem rates for the various cities shall be agreed to two (2) months in advance. If the parties cannot reach an agreement on the per diem rate, the dispute shall be settled in accordance with Article 25.00 of the ABA.

The overseas tour rider shall specify the terms and conditions for payment of fees and per diem, provision of accommodations and transportation, passport and visa requirements, performance schedules and any other arrangements specific to the tour. Other arrangements may include the following: drinking water, non alcoholic drinks, laundry and stopover expenses.

This overseas tour rider shall be executed in duplicate and each Artist will sign both master copies, one (1) of which will be sent to CAEA and the other retained by the Engager. Each Artist shall receive a copy of this rider for information.

21:08 Passports, Visas, and Consular Appearances

As a condition of engagement, the Artist shall retain a valid passport with a minimum of four blank pages to which visas may be affixed. The Engager shall facilitate the Artist obtaining all necessary visas, recommended inoculations and to pay all costs for same; and will obtain and pay for any working permits, labour permits, entrance and exit fees, foreign union initiation fees and dues, and any charge of a similar nature placed upon the Artist.

The Engager shall facilitate and pay all reasonable costs related to any necessary appearance of the Artist at an Embassy, High Commission, Diplomatic Post or Consulate, and shall endeavour to arrange such appointments at the earliest possible opportunity, and on a non-performance day. Any time spent attending such an appearance shall be deducted from the Artist's subsequent rehearsal hours, failing which overtime shall apply. When there is no alternative, the appearance may be scheduled on a day with a maximum of one (1) performance provided that the Artist is not called for any rehearsal on that day. The Engager shall endeavour to schedule such appointments no earlier than absolutely necessary, and the Artist shall be compensated for any infringement of the overnight rest period in accordance with Clause 18:04(C). The Engager and Artist will make their best efforts to complete paperwork and other processing prior to appearing at an Embassy, High Commission, Diplomatic Post or Consulate.

22:00 FREE DAYS

22:01 Free Day

Unless otherwise stated in the ABA, 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 only be changed with, at least, seven (7) days' notice to the Artist of such change and with notice to CAEA.

A free day, within the city of origin or outside the city of origin, shall commence at midnight and end at 09:00 of the second following day. In the event that inter city travel should extend beyond midnight, the Artist's free day shall be computed from the time of arrival at the hotel until thirty-three (33) hours later. In the event that there are two (2) consecutive free days, the second free day shall be twenty-four (24) hours in length.

22:02 Compensating Free Day

No service shall be required of the Artist on a free day. However, in the event of an emergency requiring the services of the Artist, the Artist shall be compensated at the rate of twenty-five dollars and seventy-five cents (\$25.75) in 2010-2011, twenty-six dollars and fifty-two cents (\$26.52) in 2011-2012, twenty-seven dollars and thirty-two cents (\$27.32) in 2012-2013, and twenty-eight dollars and fourteen cents (\$28.14) in 2013-2014 per half-hour or part thereof, with a minimum call of three (3) hours.

22:03 Engagement Week

In the city of origin, each engagement week shall contain at least one (1) free day (see Clause 18:10) which must be scheduled after no more than six (6) consecutive days of work.

While on tour, there shall be one (1) free day for each engagement week. Such free day may be scheduled after no more than eight (8) consecutive days of work.

22:04 On Return from Tour

If the length of a tour equals or exceeds twenty-eight (28) days, then the day immediately following the day on which the Artist returns to the city of origin will be a free day provided in addition to any other free days provided for in the ABA.

23:00 PUBLICITY

23:01 Cast Changes, Omission or Errors

The Engager will have listed in the programs distributed to the audience, or have announced to the audience, the names of all Artists.

In the event that there are omissions, errors or cast changes in the printed cast listing of principal or soloist roles in the playbill or program, the Engager will place in the playbill or program a mimeographed or printed slip correcting the omission or make an announcement to the audience before the performance, correcting the error or cast change.

23:02 Photographs

(A) Notice of Photo Calls

The Artist will receive at least twenty-four (24) hours notice of all photo calls, except in the case of special news release photographs. Special news photography means "candid shot" and the Artist is not required to pose. The above notice shall be placed on the Artists' call board. There shall be no photographs taken during rehearsal or class without the advance approval of each Artist.

(B) Names on Photographs

The names of all dancers shall be printed with all photographs (of two (2) dancers or less) whenever and wherever used or displayed within the control of the Engager.

(C) Approval of Photographs

Artists shall have the right of approval of photographs within the control of the Engager. This Clause applies to photographs of two (2) dancers or less. Photographs shall be made available for review by the Artist and the Artist shall select those photographs he/she approves for use. The Engager shall then make the final selection from those photographs chosen by the Artist. Photographs not disapproved by the end of the next working day after notification of their availability to the Artist shall be considered approved.

(D) Interviews

Time involved with interviews, with or without photography, is voluntarily given by the Artist and shall not be counted as rehearsal time unless required by the Engager. The Engager is responsible for issuing in a timely manner any written instruction, schedules and/or any other relevant material to the Artists prior to the interview.

(E) Approval for Commercial Use

The Engager will obtain the Artist's prior written authorization before the Artist's picture may be used to promote or endorse a commercial product (including books and advertisements), which authorization will specify the commercial product involved and the fee to the Artists. (See Appendix A.)

23:03 Biographical Material

The Artist shall be required to provide the Engager with the necessary information required for the creation of biographical material relating to the Artist which can be included in the

program or souvenir program. The Artist shall have the right of approval of any biographical material subsequently included in any programs and souvenir programs, which approval shall be in writing, and shall not be unreasonably withheld. Biographical material not disapproved within one (1) business day of submission to the Artist shall be considered approved.

23:04 Reimbursement for Appearances

The Engager will reimburse the Artist for all reasonable personal expenses incurred in connection with personal and publicity appearances initiated or requested by the Engager.

24:00 RECORDING AND BROADCAST

This Article covers the recording (preservation) of the audio and/or visual aspects of a theatrical production in whole or in part through the use of any device now in existence or yet to be developed. The resulting product shall be referred to as a recording.

Other than as set out below, the Engager shall not make, or allow to be made, nor enter into any agreement for the making of, any recording without the express agreement of CAEA which will not be unreasonably withheld. Any such recording as set out below shall only be made with the permission of the Engager and the consent of CAEA.

No Artist shall be required to take part in a recording. The Artist shall not knowingly participate in any recording except as set out below. All Artists shall receive at least one (1) week's notice before the recording being made.

24:01 Archival Recording

The Engager may make study recordings during regular rehearsal hours without any additional payment to the Artist under the following conditions:

(A) Time Spent Recording

All time spent in such recording shall be considered rehearsal time or performance time.

(B) Recordings of Rehearsals and Performances

Recordings of all productions from rehearsal to performance state may be made for archival purposes. Archival recordings will be used by the Artists and the Engager strictly for study purposes, and will remain the property of the Engager at all times.

(C) Precautions Against Misuse

The Engager and the Artists shall take every possible precaution to guard against any misuse of archival recordings.

(D) Restrictions on Broadcasting of Archival Recordings

An archival recording may not be broadcast in whole or in part, except as provided for below (spot commercial).

24:02 Promotional Recording

Should the Engager wish to record a portion of a production for the purpose of promoting and publicizing the production to potential sponsors or presenters, the promotional recording shall be compiled of existing recordings made pursuant to this Appendix, and shall not require any special rehearsal or performance call. In this case, no additional payment is required for the Artists. A promotional recording may not be broadcast in whole or in part, except as provided for below (spot commercial).

24:03 Current Affairs Programs

A maximum of two (2) minutes of performance or rehearsal may be presented on a current affairs or news program without payment to the Artist. No other use of such recording may be made, nor any other broadcast made, except as provided for below (spot commercial).

24:04 Spot Commercials

If the Engager wishes to use an existing promotional recording, archival recording or current affairs clip to make a television spot commercial of not more than two (2) minutes duration, the

Engager shall pay each Artist appearing in the final commercial not less than one eighth (1/8) of the Artist's contractual in-town salary for each thirteen week period during which the commercial is aired, except in the case of Clause 24:05.

24:05 Donated Advertising/Public Service Announcement

When the Engager receives a donation for/of television airtime and production, it may make an advertisement without payment to the Artist(s) provided each of the following provisions are met:

- (i) Material used must be from existing material of archival recording(s) (per Clause 24:01), promotional recording(s) (per Clause 24:02), or current affairs recording(s) (per Clause 24:03);
- (ii) The Artist(s) involved consent to the use of the material. The Engager will provide all known details such as broadcaster, number of airings, requirements for identification of corporate sponsors, and other details which may impact on the Artists' informed consent;
- (iii) The Engager does not pay for the airtime;
- (iv) The Engager does not pay for the production of the advertisement;
- (v) The completed ad is no longer than two (2) minutes;
- (vi) Whenever possible, the Artist(s) involved shall be identified in the advertisement. However, if a paid production sponsor(s) is (are) identified, the Artist(s) involved must be identified.

24:06 Internet

Use of an Artist's image on the Internet shall be subject to Appendix B.

25:00 DISPUTE RESOLUTION AND ARBITRATION

25:01 Notice of Breach - Artist

Should an Artist allege that the ABA or the Individual Artist's Contract has been breached, the Artist or CAEA shall first attempt to resolve the matter through informal discussion with the Engager's company manager or designated representative. The Artist or CAEA must refer the matter to the company manager or designated representative not later than fourteen (14) calendar days from the date the Artist became aware of the breach or should have become aware of the breach. Should the matter not be resolved, CAEA may invoke the formal resolution process through the filing of a dispute notice provided that the notice has been filed not later than twenty-eight (28) calendar days after the Artist became aware of the breach or should have become aware of the breach.

25:02 Notice of Breach - CAEA, Engager

Where CAEA or the Engager is aware of or has been informed of an alleged breach of the ABA or an Individual Artist's Contract or there is a difference of opinion relating to the interpretation or application of the ABA or an Individual Artist's Contract, then the parties shall first attempt to resolve the matter through informal discussion. Should the matter not be resolved, then either party may invoke the formal resolution process through the filing of a dispute notice provided that the dispute notice has been filed not later than twenty-eight (28) calendar days after the party became aware of the breach or should have become aware of the breach.

25:03 Dispute Notice - Content

The dispute notice must set out the facts supporting the breach, the specific sections of the ABA or the Individual Artist's Contract that are alleged to have been breached and the remedy sought.

25:04 Dispute Notice - Time Limit

CAEA or the Engager shall respond to the other's dispute notice in writing within fourteen (14) days.

25:05 Dispute Resolution Meeting

Where the dispute notice is presented to the other party, a dispute resolution meeting with the representatives of CAEA

and the Engager may be arranged at a mutually agreeable time and location to discuss the dispute, provided that the meeting takes place not later than twenty-eight (28) calendar days from the date the dispute notice was received by either CAEA or the Engager.

25:06 Arbitration Notice

If the dispute is not resolved at the dispute resolution stage, the party having carriage of the dispute may refer the dispute to arbitration by providing the other party with written notice of arbitration not later than fourteen (14) calendar days after receipt of the dispute resolution meeting.

25:07 Mediation

Prior to the commencement of the arbitration, the dispute may be referred to mediation by mutual agreement.

25:08 Arbitration Panel

A dispute which has been referred to arbitration shall be heard by a mutually agreed-upon single arbitrator, or, by mutual consent, a board of arbitration consisting of three arbitrators.

25:09 Power of Arbitrator

The Arbitrator shall not make any decision inconsistent with the provisions of the ABA, or add to, subtract from, alter, modify or amend any part of the ABA. Subject to the provisions of the ABA, and to the extent that an Individual Artist's Contract is not inconsistent with the provisions of the ABA, the Arbitrator shall not make any decision inconsistent with the provisions of the Individual Artist's Contract, or add to, subtract from, alter, modify or amend any part of the Individual Artist's Contract.

25:10 Power to Act for Artists

CAEA shall represent and act in the place of the members of CAEA in these arbitration proceedings.

25:11 Recourse to Court of Law

The parties to the ABA agree that no recourse shall be had to a court of law by either party, subject to either party's right to enforce an arbitration award through filing the decision with the clerk of the Court, in accordance with the Labour Relations Act (Alberta).

25:12 Cost of Arbitration

Each party to the ABA shall bear its own costs of and incidents to any arbitration and/or mediation proceedings. The fees and charges of the arbitrator and/or mediator shall be borne equally by the two parties to the ABA.

25:13 Privacy of Proceedings

The arbitration is a private arbitration between the parties.

25:14 Time Limits - Waiver

The time limits in the Article 25.00 can only be waived by mutual agreement in writing.

26:00 CONTRACT

The Artist has no right or power to waive any of the minimum conditions set forth in the ABA or the Individual Artist's Contract without the written consent of CAEA.

27:00 SECRET VOTE

At all meetings of the Artists called by the deputy, the vote shall be by secret ballot.

28:00 STAGE MANAGEMENT

28:01 Staffing

The Engager shall engage sufficient stage management personnel to ensure the safe and efficient running of each production within the season. The Engager shall discuss adequate stage management staffing for each production with the Stage Manager prior to the start of each season.

The season Stage Manager(s) shall be offered the opportunity to stage manage one of the "Northern Tights" tours, but otherwise provided that it is not necessary to ensure the safe and efficient running of the production, the engagement of a

Stage Manager shall not be required for the "Northern Tights" tours.

Outside of the season or when the Stage Manager is not available by virtue of other work with the Engager during the season, a Stage Manager shall not be required for Educational/Special performances or other promotional appearances (which may include performances) involving a cast of eight (8) dancers or less within Canada and the United States, following consultation with Equity and where another senior staff member of the Engager is sufficiently knowledgeable and familiar with the choreography, technical, and artistic aspects of the program to be performed in order to safely and appropriately fulfill the stage management duties and responsibilities for such activity in accordance with Article 31.00 of the ABA.

28:02 CAEA contract

All Stage Managers must be properly contracted on the CAEA contract form provided by the CAEA office.

28:03 Preparation Weeks

The Stage Manager shall be engaged not less than four (4) weeks prior to the commencement of the first full company performance in a season.

The Artist may be engaged for less than a full engagement week at the beginning of or termination of the engagement period provided such period is consecutive and does not exceed four (4) days. If the Artist is engaged for more than four (4) days, the Artist must be paid the full weekly contractual fee.

All CAEA Stage Management personnel shall be paid one-sixth (1/6) of their contractual fee for each day or portion thereof on which their services are required prior to the commencement or after the termination of their contracts.

28:04 Stage Management Duties

(A) Rehearsal period (studio)

- (i) Learn the Choreography of each ballet in order to integrate the lighting and technical cues.
- (ii) Ensure that all production elements such as properties, music, costumes if necessary and spike marks are provided for all studio rehearsals.
- (iii) Maintain on a regular basis the sound (CD and tape) and video inventories for all ballets.
- (iv) Compile and maintain an individual file for each ballet that enters the Engager Repertoire.
- (v) To use the company audio and video equipment to produce copies of music and videos.
- (vi) Will consult with the Artistic Department and or Choreographer in obtaining, editing and producing the final music for the ballets entering the repertoire.

(B) General Stage Management duties

As the duties of Stage Management may differ from production to production, it is required that the Engager discuss these duties with the Stage Management personnel prior to signing the contract.

(C) Record-keeping, Prompt Book

Assemble and maintain the prompt book, which is the property of the Engager, and is defined as the accurate and up-to-date cue sheets, plots, daily records, etc. as are necessary for the actual technical and artistic operation of the production. The Stage Manager will submit the prompt book to the Engager at the end of the production.

During the rehearsal period communicate with the Engager's designated representative about running times and any problems in the technical elements of the production. During performances, this communication must be written and filed with the Engager.

(D) Technical Support: In Theatre

Be present at all rehearsals and performances and may be required to arrive at the theatre in advance of the dancers in order to accomplish any of the following:

- (i) Assist electricians with special focus, cuing options, cuing sessions, when deemed necessary by Engager.
- (ii) Meet with theatre counterpart to learn theatre rules, policies, etc and liaise with front of house staff for a successful performance.
- (iii) Assign dressing rooms for all the Artists and set up the call board with sign in sheets and other pertinent information. Double check with wardrobe and Artistic Staff re: casting and program.
- (iv) Set up touring rehearsal sound system for rehearsals. Arrange the video taping of certain performances for archival tapes. The Stage Manager is not responsible for the quality of the video taping.
- (v) Spike appropriate specials and scenery placement.
- (vi) Investigate paging systems, house curtain, cuing systems and their operation.
- (vii) Assist the Technical Director as required.

(E) Performances

The Stage Manager is responsible for running and controlling the performance including the making of "calls". The Stage Manager is in charge of calling the lighting cues the movements of scenic elements, technical elements performers and musicians. The Stage Manager is in sole charge of the backstage areas.

(F) Discretion in Organization of Work

The Engager recognizes that the Stage Manager holds a position of supervisory responsibility and, as such, may exercise discretion in arranging his/her work and that of his/her staff. Such discretion shall be exercised by the Stage Manager, after consultation with the Engager's designated representative.

28:05 Prohibited Duties

Equity members of Stage Management personnel are not permitted to accept responsibility for:

(A) Fulfilling Duties of Union Members

This pertains to fulfilling the duties of union members whenever members of unions are engaged for a production.

(B) Fulfilling Duties of Management

This pertains to negotiating contracts, having riders signed or initialled, negotiating salaries or carry out any other function which is normally the duty of the Engager. Under no circumstances shall Stage Management personnel be required to execute the above functions on behalf of the Engager with other Equity members. This does not preclude delivery of contracts and/or riders in a sealed envelope addressed to the individual Artist.

(C) Signing Closing Notices

This pertains to signing the closing notice of a company or the individual notice of a Dancer or any other member of a company.

(D) Building Maintenance

This pertains to doing building maintenance, janitorial, or custodial work. This does not preclude the usual maintenance of rehearsal halls and stages as may be considered by the Engager to be part of Stage Management duties to be completed during preparation time.

(E) Payroll

This pertains to doing the payroll or distributing payments (including but not limited to fees and expense allowances) except where such payments are delivered in a sealed envelope addressed to the individual Artist. In matters of finances, the Stage Manager is personally responsible only for items purchased out of his/her petty cash budget. The Stage Manager should, however, keep the Engager informed of developments that may involve unexpected major expenses.

(F) Serving Meals

This pertains to serving meals for the Artists. At the discretion of the Stage Manager, Stage Management personnel may order and/or obtain meals for the Artists, but shall not assume any personal financial commitment in this regard.

(G) Understudying and Performing

This pertains to understudying or performing on stage.

28:06 Working Conditions

(A) Rehearsal Week in the City of Origin

Hours of work shall not exceed eight (8) out of nine (9) consecutive hours per day. There shall at all times be a meal break of not less than one (1) hour after not more than five (5) hours of work. The Artist may be required to work up to five (5) days per engagement week and the two (2) designated free days shall be consecutive. The Artist may be required to work up to a maximum of forty-four (44) hours per engagement week. Hours of work in excess of the daily and weekly limitations shall be compensated at the overtime rate in accordance with Clause 12:04.

(B) Performance Week in the City of Origin and on Tour

Hours of work shall not exceed eight (8) out of nine (9) consecutive hours per day. There shall at all times be a meal break of not less than one (1) hour after not more than five (5) hours of work. Once per engagement week there may be one (1) extended rehearsal day of eleven (11) hours out of a span of thirteen (13) consecutive hours with two (2) breaks of at least one (1) hour after a maximum of five (5) hours of work. The Artist may be required to work up to six (6) days per week to a maximum of fifty-one (51) hours per engagement week. Hours of work in excess of the daily and weekly limitations shall be compensated at the overtime rate in accordance with Clause 12:04.

(C) Overnight Rest Infringement

The Artist shall not be required to rehearse or provide any service whatsoever, except travel, sooner than twelve (12) hours following the end of the last Official Duty of the previous day. Travel may not be required sooner than ten (10) hours following the end of the last Official Duty of the previous day.

(D) Maximum Consecutive Hours of Work

The maximum number of consecutive hours of work for which a Stage Manager may be required to perform the Stage Manager's duties is five (5) hours and work may not be resumed until the Stage Manager has had at least a one (1) hour break. If the Stage Manager is required to work for more than five (5) consecutive hours, the Stage Manager shall be compensated at double the half-hourly overtime rate per half (1/2) hour or part thereof. If the Stage Manager is required to work for more than five (5) consecutive hours and the Engager arranges to provide a hot meal for the Artist, the Stage Manager shall be compensated at the half-hourly overtime rate per half (1/2) hour or part thereof.

(E) Overtime Approval

Any overtime which would result from Stage Management scheduling decisions must be approved by the Engager's designated representative.

Should the Engager's designated representative not be available for such approval, and if 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 Engager's designated representative of such overtime in a timely fashion.

The Stage Manager cannot be held responsible for any overtime which may arise through circumstances beyond their control.

(F) Stage Manager's Free Time Upon Trip's End

If the Stage Manager is instructed by the Engager to travel with the dancers upon conclusion of a trip, the Stage Manager shall have at least one (1) free hour from the time the Stage Manager arrives at the city of destination to departure for the theatre.

(G) Payment for overnight Travel on Sleeper Coach

Should the Stage Manager be required to travel overnight on a sleeper coach, the Stage Manager shall receive an amount not less than that paid to the crew in lieu of accommodation. This amount is in addition to the per diem outlined in Clause 12:03.

(H) Payment for Use of Own Vehicle

Should the Artist be required to use his/her own private vehicle for company business, the Stage Manager shall receive compensation at a rate of not less than thirty-six cents (\$0.36) per kilometre, but will be consistent with rates paid to other administrative employees of the Engager.

28:07 Free Day

A free day, within the city of origin or outside the city of origin, shall commence at midnight and end at 08:00 of the second following day. In the event that inter city travel should extend beyond midnight, the Stage Manager's free day shall be computed from the time of arrival at the hotel until twenty four (24) hours later or 08:00 of the following day, whichever is later. In the event that there are two (2) consecutive free days, the second free day shall be twenty-four (24) hours in length.

The free day for Stage Management need not coincide with that of any other Artist, and may, with the approval of the Engager, be taken in conjunction with annual vacation leave.

28:08 Production Material

Cue sheets, prompt scores, and production material pertaining to and used to run performances for the Engager may be utilized by Stage Management for other purposes (such as teaching) with the prior written permission of the Engager.

28:09 Health and Safety

In the absence of a company manager, the Stage Manager shall be prepared to assist and advise the Artists on matters relating to their physical welfare, and without limiting the generality hereof, take all necessary precautions to see that safe and clean conditions, appropriate temperatures in accordance with Clause 16:02 exist both on stage and backstage, as well as in rehearsal halls; make available a first aid kit, listings of emergency services and medical advisors; and make available insurance and accident report forms to the Artists.

28:11 Billing

The Stage Manager shall receive billing for the production on the same page and in the same fashion as the Technical Director of the house or souvenir program.

28:12 SM Special Provision - Recording

(A) Visual Recordings or Broadcast of a Production in Whole or in Part

- (i) Payment to Stage Management personnel shall be in accordance with Article 24.00.
- (ii) These payments shall be contracted for by rider to the Artist's Engagement Contract.
- (iii) No Artist may be required to take part in the recording or broadcast. If the Artist agrees to do so, the Artist shall be properly contracted for same and shall be free to negotiate a fee in excess of the minimum conditions specified herein, including royalty payment.

(B) No work to accommodate the recording or broadcast may take place on a two performance day or on a free day.

(C) There must be a ten (10) hour rest period overnight. There must be a rest period of not less than two (2) hours prior to curtain time on a day on which there is one (1) theatrical performance. On a day when there is a matinee performance only, there must be a two (2) hour rest period following final curtain. Infringement of these provisions is to be paid for at the appropriate overtime rates in the ABA.

(D) When a recording or broadcast is made of a stage production during a lay off period, the Stage Management personnel who were last engaged in the stage production prior to the recording or broadcast must be paid in accordance with Article 24.00.

28:13 Exclusions

The following Articles and Clauses do not apply to Stage Management:

- 8.02
- 8.05
- 10.01
- 10.02
- 10.04
- 10.05
- 15.00
- 16.01
- 16.02
- 16.04
- 16.07
- 18.00
- 19.04
- 19.05
- 19.06
- 20.00
- 21.05(F) and G)
- 23.00
- Appendix A

28:14 Apprentice Stage Manager Program

A "Stage Management Apprentice" is a person who intends to make a career in the professional dance/opera/theatre field as a Stage Manager, and who is not a member of any professional performing artists' association or union. Equity will consider any request from a member of a professional performing artists' association or union for permission to register as an Apprentice where it can be demonstrated to Equity's satisfaction that a bona fide career change is being contemplated.

A Stage Management Apprentice may be engaged under terms outside the ABA.

(A) Registration

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

Apprentice to the effect that he/she is not now and never has been a member of any performing artists' association or union or that he/she wishes to apprentice in order to make a bona fide career change. The affidavit and resume shall be accompanied by a fee to be determined by Equity, paid by the Apprentice, for each production for which the Apprentice has been hired.

(B) Maximum Number

The maximum number of Stage Management Apprentices engaged by the Engager shall not, at any time, exceed one (1) per production.

(C) Minimum Engagement

In order to qualify for an apprentice credit with the Engager, the Apprentice Stage Manager shall be engaged for the rehearsal period and run of any production. During this period, the Apprentice Stage Manager shall work under the supervision of the Stage Manager, in consultation with the Engager's designated representative, during the rehearsals, cueing sessions and scene change rehearsals and performances.

(D) It is not the intention of the Stage Management Apprentice program to reduce the stage management staffing provisions of Clause 28:01 of the ABA, nor as a means to engage qualified Stage Management personnel under less than standard conditions.

29:00 FAILURE TO INSIST UPON PERFORMANCE

The failure of either party to insist upon the strict performance of any of the provisions of the ABA shall not be deemed a waiver of any rights or remedies of a party and shall not be deemed a waiver of any subsequent breach by the other party.

30:00 NO STRIKES/LOCKOUTS

CAEA shall not cause, authorize or sanction, nor will it permit its members to cause or take part in any strike during the term of the ABA. The Engager shall not lockout the Artist during the term of the ABA.

31:00 FIGHT DIRECTORS

The Engager shall engage a Fight Director to instruct the Artists in the performance of stage fighting at least once per season when the repertoire in that season includes one (1) or more stage fights. For the purposes of this Article, a member of any of Canadian Actors' Equity Association and/or Fight Directors Canada and/or the Society of Canadian Fight Directors and/or any other affiliated fight directors society shall be defined as a Fight Director, and engaged pursuant to the terms of the ABA.

32:00 CHILDREN

Children must be appropriately supervised by a parent, guardian or representative of the Engager at all times while undertaking any activity for the Engager. Such duty may not be required of any Equity member engaged for that production.

The Engager shall make every effort to ensure that there shall be separate dressing rooms for male and female children, which shall be separate from the dressing rooms provided for the Artists of the company.

The Engager shall engage children under conditions that meet or exceed either the Engager's provincial legislation or guidelines, or in the absence of such, the Ontario Child Performers Guidelines.

33:00 EXPIRATION

The term of this ABA commences on July 1, 2010 and will terminate on June 30, 2014, provided that all contracts with Artists which expire after that date shall be deemed subject to such new agreements as may be entered into between CAEA and the Engager for the next or succeeding seasons. CAEA and the Engager agree to submit proposals to each other for a new ABA by January 31, 2014 unless otherwise mutually agreed upon.

APPENDIX A - USE OF ARTISTS' IMAGE (STILL PHOTOS) FOR PROMOTIONAL PURPOSES

Commercial Product – Definition:

“Commercial Product” refers to an object including, but not limited to, poster, T-shirt, publicity campaign, newspaper or magazine advertising which is sold or given away and whose primary aim is direct or indirect increase of revenue. The use of an Artist’s image in a “Commercial Product” always requires the Artist’s approval of the photograph and/or its use and may require payment.

Exclusive Use By Engager	Mixed Use Engagers/Corporate Sponsor Produced and distributed by Engagers or Corporate Sponsor	Exclusive Use by Third Party
<ul style="list-style-type: none"> • No Payment Required. • Approval of Artists of photos of two (2) Artists or less (see Clause 23:02(C)) • Identification of Artists in photos two (2) Artists or less. 	<ul style="list-style-type: none"> • No Payment Required. • Approval of Artists of photos of two (2) Artists or less (see Clause 23:02(C)) • Identification of Artists in photos two (2) Artists or less. 	<ul style="list-style-type: none"> • Written Consent of Artists required. • Payment to the Artists required. • Minimum payment: \$110.00 in 2010-2011; \$120.00 in 2011-2012; \$130.00 in 2012-2013; and \$140.00 in 2013-2014

APPENDIX B - SIDELETTER TO THE 2010-2014 ALBERTA BALLET AGREEMENT REGARDING USE ON THE INTERNET AND OTHER TECHNOLOGIES

This Sideletter will be in effect for the same term as the 2010-2014 ABA but shall expire at 11:59 p.m. on June 30, 2014. It is agreed and understood that neither party will have to buy back these provisions from the other party during the next round of negotiations, expected to take place in 2014.

The current language in Articles 23:00 and 24:00 of the ABA shall continue to apply unless specifically modified by this Sideletter.

(1) General Terms

- (A) The ABA applies only to non-revenue generating uses of any kind. Any use which generates revenue, including but not limited to membership fees to a website and/or merchandising, must be negotiated with CAEA in advance of the proposed use.
- (B) Only those specifically named sites may be accessed under this Sideletter. Any other new and/or additional use must be negotiated with CAEA in advance of that proposed use.
- (C) Any previously recorded and/or photographed material must be cleared for these new uses. Uses granted under this Sideletter cannot be applied retroactively to any material.
- (D) The Engager agrees to provide the following information to CAEA on an annual basis as it relates to the recorded material included in this Sideletter:
 - (i) reports indicating the number of hits on any website, social networking site or any other on-line site created and/or controlled by the Engager;
 - (ii) all relevant statistics, surveys, and usage indicators to show the effect on ticket sales of visitor activity to these sites;
 - (iii) all relevant statistics indicating the various ways in which the material has been used, including:
 - (a) the number of websites upon which the material has appeared, including the Engager's website;
 - (b) any archival exhibits where the material has been displayed;
 - (c) use of the material in the creation of videos for exhibition in theatres where the presentation of the live performance takes place;
 - (d) the number of videos delivered for use on tour buses and/or for group sales where the intent is to specifically promote the Engager by name;
 - (e) the number of hotels using the material in their lobby loops;
 - (f) the specific uses of the material contemplated by any tour presenters.

(2) Use of Current Affairs Footage/Electronic Press Kit Footage – Current Season

- (A) In addition to the allowances under Clause 24.03 of the 2010-2014 ABA, the Engager may use Current Affairs footage or footage from the Electronic Press Kit (EPK) during the current season to a maximum of five (5) minutes of rehearsal/performance material without additional payment to Artist, for the following uses:
 - (i) Promotion on YouTube, Facebook and MySpace;
 - (ii) Marketing e-blasts to current and potential patrons.It is understood that the five (5) minutes may be edited or re-used but in no case may more than the selected five (5) minutes be used.

In no case may the Engager use any rehearsal material, with the exception of dress rehearsals or other staged rehearsals without the express permission of CAEA. Any recording of any rehearsal shall require 48 hours notice to the Artists involved.
- (B) The Engager agrees that any Artist may link to the approved clips on the Engager's website from their personal website and/or Facebook and/or MySpace page.
- (C) All Artists appearing in the recorded clip must be credited. However, such credits shall not be included in the time limits as specified above. These credits may be incorporated into the body of the recorded material or may be available as a separate link on the website. In the event that performance material is used, all Stage Management Artists must be credited as well.

(3) By Any Third Party

Use of promotional material by any third party approved by the Engager (not the Engager, a sponsor of the Engager or a presenter of the Ballet) shall attract payment of not less than 1/8th of the Artist's weekly rates for up to 5 minutes of already recorded footage.

(4) Special Call

If the Artist is called for the express purpose of recording material to be used in a promotional recording of any kind, the Artist shall be compensated at the rate of no less than 1/6th their weekly rate.

(5) ACTRA Rates and Conditions

- (A) In the case where the Engager contemplates the recording of an entire ballet for broadcast or exhibition, the provisions of the ACTRA agreement shall apply.
- (B) The production of a television commercial shall also be done under the provisions of the ACTRA agreement.

CANADIAN ACTORS' EQUITY ASSOCIATION

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ALBERTA BALLET AGREEMENT

ALBERTA BALLET

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