STRATFORD FESTIVAL ADDENDUM TO THE CTA

begins December 1, 2015 | terminates November 30, 2018

NOTE: The material provisions will roll over to November 30, 2019. Please refer to the 2018-2019 Stratford Addendum Minimum Fees and Other Monetary Amounts, in effect from December 1, 2018 to November 30, 2019.
Important note:
For the purposes of this Addendum, “Addition” means that the language in the CTA and in the Addendum both apply OR that the clause is exclusive to the Addendum. “Amendment” means that the language in the Addendum is to be read instead of the same clause number in the CTA. “Deletion” means that the same clause number in the CTA does not apply to the Addendum at all.
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PREAMBLE

The Canadian Theatre Agreement (hereinafter called "CTA") effective June 29, 2015 and expiring June 24, 2018, shall apply to the Stratford Festival of Canada from December 1, 2015 to November 30, 2018, except as herein amended in the Stratford Festival Addendum (hereinafter called "Addendum") made between Canadian Actors’ Equity Association (hereinafter called "Equity") and The Stratford Festival of Canada (hereinafter "Festival").

(F) Artists’ Committee

The Artists’ Committee will be jointly established each year by the Artists and the Festival. The intent of the Artists’ Committee will be to encourage open and candid dialogue between the Artists and the management, and to afford both parties an opportunity to pose questions of one another, offer suggestions, bring grievances to light, and generally improve communication and understanding of respective problems and concerns. The Artists’ Committee is the appropriate forum to discuss the provision of coaching throughout the season.

(i) The composition of the Artists’ Committee shall be as follows:
(a) representing Actors, four (4) duly elected Actors (one of whom shall be a deputy) including representatives working in the Festival Theatre, Avon Theatre, Studio Theatre and the Tom Patterson Theatre;
(b) representing the management, at least two (2) members of the senior staff from the Directors’ Office, Production, and/or HR;
(c) one (1) elected Stage Management person.

(ii) The Artists’ Committee shall meet at its own discretion. The first meeting shall take place within two (2) weeks of the election provided for in (i)(a), (b) and (c) above.

(iii) The Artists’ Committee shall have no power as such and shall meet only to put forth representative views of 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 to an open company meeting where the matter can be discussed further or regarded as a matter of information only.

(iv) A report of each meeting of the Artists’ Committee, mutually agreed upon by management representatives and artists' representatives will be submitted simultaneously to the Festival’s and Equity's permanent addresses to the attention of senior officers concerned.

(G) Coaches

A Festival coach may request to be engaged under a CTA Engagement Contract in order to gain access to benefits administered by Equity.

3:00 EQUITY MEMBERSHIP AND AUTHORIZATION

3:03 Deductions

(C) Other Deductions

DELETION

Does not apply to the Festival.

3:04 Discounted Ticket Policies

ADDITION

The Festival will offer members of Equity upon presentation of their Equity card two (2) half-price tickets on the day of the performance to any performance where more than twenty (20%) percent of the tickets are unsold at the opening of the Festival Box Office on that day.
RESPONSIBILITY OF THE ARTIST

Absences from the Festival’s Point of Origin

Any Artist whose place of residence is within eighty (80) kilometres of the Point of Origin shall not be required to move to the Point of Origin for an engagement at the Festival. However, regardless of where the Artist resides, Article 30:00 shall continue to apply to the engagement.

The following terms will be confirmed in a rider to all CTA Engagement Contracts:

"The Artist will request written permission from the Festival for absences when such absence involves air travel and/or travel outside the province of Ontario. If the Artist leaves Stratford without such permission or a reasonable explanation, the Festival will deduct one-sixth (1/6) of the Artist’s weekly contractual fee for each such occurrence."

All other absences from Stratford will be recorded by the Artists, with a contact number, on the sign-out sheets available in Stage Management offices.

Should the Artist miss a rehearsal or performance call without a reasonable explanation, upon written notice to the Artist (copied to Equity and PACT) the Festival will deduct the following amounts from the Artist's weekly fee pursuant to Clause 11:02(A).

(i) for each call missed, an amount equivalent to the sum of the rate specified on line one (1) of Schedule "A" per hour of the missed call, to a maximum of one-sixth (1/6) of the contractual fee; and/or

(ii) leaving town without permission, one-sixth (1/6) of the contractual fee (this permission will not be unreasonably withheld); and/or

(iii) where the Artist has received a prior written warning regarding late arrival to a call, an amount as specified below for each subsequent infraction, up to three (3) times during the season shall apply. After three (3) infractions, each subsequent infraction will increase as specified below from the previous infraction.

<table>
<thead>
<tr>
<th>2015-2018</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Subsequent Infraction</td>
<td>$29.25</td>
</tr>
<tr>
<td>Subsequent Infraction Increase</td>
<td>$16.25</td>
</tr>
</tbody>
</table>

In addition, if an Artist is late for the half-hour call prior to a performance without reasonable explanation, the Festival may relieve the Artist of his/her performing assignment for that performance. In such case, the Artist shall be required to remain at the Festival in case he/she is needed to perform in the event of an injury to the Understudy or any other emergency.

Where an Artist has been late for the half-hour call on more than one occasion without reasonable explanation and the above measures have been taken, upon written notice to the Artist and copied to Equity, the Festival may require that the Artist request written permission for any absence from the Point of Origin.

Canadian Actors’ Equity Association - Special Provisions

Benefit Performances

Provided an Actors' Fund of Canada benefit is scheduled each season, Artists may participate in a Guthrie Awards benefit performance as a ninth performance without additional remuneration. Should the Artist by reason of participation in a Guthrie Awards benefit performance appear in more than two (2) performances in a day, or in more than nine (9) performance in an engagement week, or in more than five (5) performances in any three (3) day consecutive period, the Artist will receive additional payment of two-eighths (2/8) of the Artist's weekly contractual fee for each infringement. (See Clauses 26:02, 26:03 and 26:07.)
Dates of the Guthrie Awards benefit performance(s) will be confirmed with Equity. Artists will be informed of the possibility of participating in Actors’ Fund and Guthrie Awards benefits when contracted, and will be informed of the date(s) of such benefit performance(s) as soon as possible, but in no event later than thirty (30) days before the performance(s).

8:04 Deputies and Representatives ADDITION
One Deputy shall be elected for each production. The election of the Deputy need not be on the first day of rehearsal, but at the earliest opportunity within the first two weeks, and at a rehearsal to which a majority of the Equity Artists are called. This Clause does not prohibit one Artist from being the Deputy for more than one production, so long as the Artist is performing in each production for which he/she is Deputy.

8:06 Auditions Code ADDITION
The Festival agrees to hold auditions for Apprentices and Actors. The Festival will hold auditions in at least one (1) major centre in Canada each year. A representative of the Festival with casting authority shall be present at all auditions.
Each Artist shall have the opportunity, upon request, to meet with or audition for the Artistic Director to be scheduled following the final opening and prior to the conclusion of the Artist’s engagement.

(C) Limitation on Calls
(i) Limitation on Audition Calls While Under Contract ADDITION
This Clause 8:06(C)(i) applies only to those Artists who are already under contract to the Festival.
It is understood that auditions should not be held with less than twenty-four (24) hours notice to the Artist in order to ensure a minimal level of preparation. Further, auditions should not be scheduled to end any later than two (2) hours before the start time of the Artist’s performance. The Festival recognizes that this is appropriate scheduling. However, it is understood that in some extreme cases there may be a need to schedule closer to the performance time. In no case may the audition extend beyond thirty (30) minutes before the Artist’s first call.

(U) Cameras and Recording Devices
(i) Recording of Auditions if Unable to Attend ADDITION
Notwithstanding the above, due to prior obligations, if an Actor is unable to attend a scheduled audition time at which the Director is present (and best efforts have been made to have the Actor audition for the Director in person), the Festival may request the Actor to submit a recorded audition. These recordings will be destroyed once final casting is determined.

15:00 COMPANY CATEGORIES DELETION
Does not apply to the Festival except as provided for in Article 57:00.

16:00 FEES

16:02 At the Point of Origin
(B) Payment by Direct Deposit AMENDMENT
Direct deposit is the policy of the Festival. An Artist may alter the direction of the deposit as late as 4:00 p.m. on the Friday immediately preceding the week in which the deposit is to be redirected, such alterations not to exceed twice during the season. The Festival will be receptive to extraordinary circumstances which require an additional change.
16:04 Time of Payment
   (C) Bi-Weekly Payment ADDITION
For Artists engaged as Actors or Stage Management whose engagement is longer than four (4) weeks, the Festival may pay the weekly contractual fee by direct deposit into the Artist's bank account on a bi-weekly basis in advance, commencing with the start of banking on the first Friday of the CTA Engagement Contract. Payment on the Friday will include contractual fee payment for services provided in the current week in which the Friday occurs, plus contractual fee payment for services to be provided in the subsequent week. Additional service payments, such as those incurred under Schedule “A” will be accrued as invoiced during the two week period, and paid in the next subsequent bi-weekly deposit.
If the Friday is a bank holiday, the deposit must be made by the start of banking on the preceding Thursday.
Where the Artist is paid on a bi-weekly basis, the time limits for the lodging of a claim for payment under this Agreement or breach of the Agreement shall be extended to commence from the date of the bi-weekly payment following the claim arising. (See Also Clauses 11:01, 31:02)

16:06 Itemized Deductions and Payments ADDITION
When the Festival has opted to pay the Artist on a bi-weekly basis in accordance with Clause 16:04(C) of the Addendum, the Festival shall provide the Artist with an itemized statement of his/her contractual fee which outlines all the calculation of the payment on a bi-weekly basis, including all deductions and additional payments and relevant copies of weekly additional service reports for additional payments.

16:10 Partial Week of Engagement
The Festival may engage the Artist for less than a full engagement week at the beginning and/or the end of the engagement period on the following terms:
   (A) Consecutive AMENDMENT
Such period must be consecutive and may not exceed four (4) days.
   (C) Payment for Prorated Days AMENDMENT
Payment for each such prorated day, including the free day, must be not less than one-sixth (1/6) of the Artist's contractual fee per day plus for every day not worked in that engagement week, an additional fee as specified below shall apply per day to a maximum of five (5) such days.

<table>
<thead>
<tr>
<th></th>
<th>2015-2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Fee</td>
<td>$5.35</td>
</tr>
</tbody>
</table>

   (E) Number of Prorated Days AMENDMENT
If the Artist is engaged for more than four (4) days, the Artist must be paid the full weekly contractual fee.
16:11 Supplementary
(A) Additional Duties AMENDMENT
The Artist will not perform any additional duties that are not specified in his/her CTA Engagement Contract unless he/she negotiates additional compensation therefore which shall be to his/her satisfaction and which shall not be less than the fee specified below per week. Such additional duties and compensation shall be specified in a rider and attached to his/her CTA Engagement Contract and shall constitute part of the Artist's weekly contractual fee subject to Clause 3:03 (Deductions). Additional work is defined as playing additional parts or doing additional understudying not specified in the Artist's CTA Engagement Contract at the time of its signing. An additional duty fee shall be negotiated per Role added to the Artist's performing or understudy assignment(s).

| 2015-2016 | Minimum Additional Duties Compensation $45.75 |

16:12 Term of Agreement - 2015-2018
(A) Current AMENDMENT
Minimum fees for the first year of the Addendum, as expressed herein, shall apply from December 1, 2015 to November 30, 2016 (2016 season). Minimum fees for the second year of the Addendum shall apply from December 1, 2016 to November 30, 2017 (2017 season). Minimum fees for the third year of the Addendum shall apply from December 1, 2017 to November 30, 2018 (2018 season).

(D) Expiry of Canadian Theatre Agreement ADDITION
Should the Canadian Theatre Agreement expire without a new Agreement in place by December 1, 2018, Clause 16:12(C) shall apply.

16:13 Engagement Levels DELETION
Does not apply to the Festival.

16:14 Point of Origin (In-Town) Fees AMENDMENT
The minimum fee for an engagement week, for both rehearsal and performance, shall be as specified below:

| 2015-2018 | |
|---|---|---|---|
| Actor | 2016 | 2017 | 2018 |
| | $1,185.00 | $1,208.75 | $1,233.00 |

The above fees represent minimums. The Festival will consider the Artist's experience in the industry and the nature of the contract offer/roles in negotiating individual CTA Engagement Contracts.

16:17 Remittances AMENDMENT
Once per month, the Festival will remit to Equity a cheque for those amounts deducted from the Artist's fees in accordance with Clause 3:03. The remittance shall include a list of all Artists contracted for the production and each Artist's contractual fee. Additionally, the information provided by the Festival to Equity shall include any riders or documentation that may not have been included with the original paperwork submitted to Equity. In the event that Equity is unable to reconcile the Festival's remittances with the documentation previously provided by the Festival, the Festival, upon request from Equity shall submit any supporting documentation. Remittances which do not reach Equity's National Office by the second Thursday following the remittance date will be assessed a two (2%) percent interest charge, compounded monthly. Equity will send to the Festival a monthly statement of outstanding balances.
16:19 Overnight Rest Period Infringement AMENDMENT
The Artist shall not be required to rehearse and/or perform during the overnight rest period defined in Clause 18:30. Rehearsal and/or performance during the overnight rest period specified in Clauses 24:03(D) and 24:05(A) and (B) may only take place with the consent of the Artist. If the Artist agrees to rehearse or perform or otherwise provide any additional services during the overnight rest period, the Artist shall invoice the Festival at the rate specified on line three (3) of Schedule “A.”

18:00 DEFINITIONS

18:05 Assistant Stage Manager ADDITION
The minimum fee for an "Assistant Stage Manager (1st and 2nd years)" shall apply to an Artist engaged as an Assistant Stage Manager who has not been previously engaged by the Festival for more than two (2) seasons (or parts thereof) in any stage management capacity.
The minimum fee for an "Assistant Stage Manager (3rd and subsequent years)" shall apply to an Artist engaged as an Assistant Stage Manager who has been previously engaged by the Festival for a minimum of two (2) seasons (or parts thereof) in any stage management capacity. These two seasons need not be consecutive in order to count for this purpose.

18:19 Extraordinary Risks ADDITION
"Extraordinary Risks" shall be identified on a continuous basis throughout the Hazard Assessment process at the Festival.

18:20 Extras DELETION
Does not apply to the Festival.

18:42 Role ADDITION
The term essential non-speaking "Role" is a Role which cannot be cut in its entirety from a production without requiring any changes to any other Artist’s Role or regular performance duties necessary for the safe and efficient running of the production.

18:49 Stage Manager ADDITION
The minimum fee for a "Stage Manager (1st and 2nd years)" shall apply to an Artist engaged as a Stage Manager who has not been previously engaged by the Festival for more than two (2) seasons (or parts thereof) in any stage management capacity.
The minimum fee for a “Stage Manager (3rd and subsequent years)” shall apply to an Artist engaged as a Stage Manager who has been previously engaged by the Festival for a minimum of two (2) seasons (or parts thereof) in any stage management capacity. These two seasons need not be consecutive in order to count for this purpose.

18:52 Swing and Non-Performing Understudy
(A) Swing AMENDMENT
A "Swing" is an Artist who has been contracted solely to understudy more than one role in a production with the expectation to perform in regular rotation in a chorus or ensemble role as part of their contractual fee (see Clauses 39:03, 39:06, and 39:07).

(B) Non-Performing Understudy ADDITION
A "Non-Performing Understudy" is an Artist who has been contracted solely to understudy in one or more productions and may also have been contracted to perform and understudy in other productions (see Clauses 39:03 and 39:06).

18:58 Apprentice Actors ADDITION
An "Apprentice Actor" is a person who intends to make a career as an actor in the professional theatre and who is not a member of Equity, Actors’ Equity Association (U.S.), ACTRA, or UDA.
**18:59 Local Jobbers**  
A "Local Jobber" is a non-professional who is a bona fide resident of the community in which the Festival is located (within an eighty (80) kilometre radius) and who does not intend to make a career in the professional theatre.

**18:60 Young Company**  
The "Young Company" is composed of a limited number of young professional actors assembled for a season at the Festival to work together, as a company and/or as part of the Festival company. As an integral part of their work, the Young Company will train with the best professionals the Festival can assemble in voice, movement, Alexander technique, verse speaking, etc. and will work under the guidance of the best professional directors to achieve greater proficiency in the presentation of "classical" works. The Young Company may provide the Festival with a unique ability to tour to centres of smaller population which are not normally able to be included in larger, more costly, Festival touring circuits. When such tours for the Young Company are proposed, and provided that the major part of such tour(s) do involve centres of lesser population, it is agreed that Equity will consider the application of the Canadian Theatre Agreement's touring differential for the Young Company.

**19:00 POINT OF ORIGIN**

**19:02 Change of Point of Origin**
Notwithstanding Clause 19:01, there may be the following exceptions:

- **(A) Change of Point of Origin for Rehearsals**  
  Does not apply to the Festival

- **(B) Change of Point of Origin for Rehearsals and Performances**  
  Does not apply to the Festival

- **(D) Change of Point of Origin for Workshops and Readings**  
  A major centre other than the point of origin may be designated as a point of origin for workshops and readings only. Any Artist for whom the major centre is not his/her place of residence shall be provided with accommodation and per diem in accordance with Clause 57:01 of the Addendum. The nature of the accommodation shall be specified in a rider to the CTA Engagement Contract. If accommodation is not provided or is not satisfactory to the Artist, then the Artist shall be paid per diem in accordance with Clause 49:02 of the Addendum.

- **(E) Production in Toronto**  
  Once per calendar year, the City of Toronto may be designated as the point of origin for the rehearsals and performances of a single production. In this circumstance, if such a production is subsequently moved from Toronto, even if it is moved to the Festival's regular point of origin, it shall be considered as a production on tour, and the per diem provided for in Clauses 49:02(B)(i) and 49:02(B)(ii) shall also apply. Any Artist contracted for this production whose place of residence is not the City of Toronto will receive a weekly living allowance as specified below per week. For engagements of eight (8) weeks or longer in Toronto, the living allowance shall be as specified below, per week.

<table>
<thead>
<tr>
<th>2015-2018</th>
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<tbody>
<tr>
<td><strong>Weekly Living Allowance</strong></td>
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<tr>
<td><strong>Weekly Living Allowance - 8 Weeks or Longer</strong></td>
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</table>

Furthermore, a production mounted under the provisions of Article 19:00 is subject to Clause 38:22. A production once closed, may not be reopened within six (6) weeks of the conclusion of any Artist’s engagement in a Festival production.
21:00 CHILDREN'S CHORUS

Addendum to the CTA 2015-2018

21:02 Children's Chorus

Members of a Children's Chorus shall not be counted for purposes of the calculation of the non-member quota. Clause 22:02(B) shall not apply in the case of such children.

22:00 NON-MEMBERS

22:01 Non-Members

(A) Requirement for a CTA Engagement Contract

(B) Requirement to Remit Filing Fees

Does not apply to the Festival.

22:03 Non-Member Quota

(A) Quota Limits

The combined number of non-Equity members shall not exceed fifteen percent (15%) of the total number of Actors engaged by the Festival, up to ten percent (10%) of which may be Apprentices. For clarity, the number of non-Equity members will be rounded up if the allowance is 0.5% or greater. Notwithstanding the above, it is understood and agreed that in unusual casting circumstances which may affect the non-member quota, Equity shall consider applications for concessions to said quotas and such concessions shall not be unreasonably withheld.

(B) Application of Quota in Repertory Theatre

Where the Festival produces a season in repertory, the percentages in Clause 22:02(A) may apply to the total number of Actors engaged for the season at the option of the Festival, in which case Clause 22:02(B) shall not apply for that season.

22:04 Non-Members

(A) Members of Other Associations or Unions

Individuals who are not members of Equity, but who are members of ACTRA, Union des artistes (hereinafter called UDA), or any other performing artists' association or union, may be engaged by becoming members of Equity.

(B) Engagement of Non-Members

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

(i) as Apprentices or Local Jobbers pursuant to the provisions of Article 22:00 (or, in the case of Child Performers, pursuant to Article 59:00); or

(ii) by becoming members of Equity.

(C) Registration

The Festival shall register each non-member by filing an affidavit signed by the non-member affirming he/she is not a member of any performing artists' association or union and has never been a member of Equity or Actors' Equity Association (U.S.). The affidavit must be filed with Equity within one (1) week of the start of the engagement.

(D) Requirement to Remit Filing Fees

Where a non-member is engaged at a fee equivalent to or in excess of seventy-five percent (75%) of the applicable minimum fee per week, the Festival shall confirm his/her fee on the non-member affidavit (see Clause 22:03(C)) and shall deduct and remit to Equity a filing fee on an amount as directed by Equity in accordance with Clause 3:03 (Deductions). Clause 22:04(D) shall not apply to non-member children.
Apprentice Actor

An Apprentice Actor is a person who intends to make a career as an actor in the professional theatre and who is not a member of Equity, Actors' Equity Association (U.S.), ACTRA, or UDA.

The affidavit and résumé for an Apprentice Actor shall be accompanied by a fee paid by the Apprentice for each production for which he/she has been hired.

An Apprentice Actor may be engaged under terms outside of this Addendum.

Equity agrees to consider any request from a member of a professional performing artists' association or union for permission to register as an Apprentice.

(A) Joining Equity

As a general rule, Apprentices must be hired as such for one (1) season before being contracted as an Actor.

(B) Coaching of Apprentices

The Festival agrees to provide coaching to Apprentice Actors. Such coaching shall be under the direct supervision of a senior member of the artistic staff of the Festival, and shall be an integral part of the senior member's job description and responsibilities.

(C) Lines

An Apprentice may speak lines, not to exceed ten (10) exchanges with other characters, in each of two (2) productions in a given season, provided the Apprentice's assignment does not exceed that of any Equity Actor in the production. It is understood and accepted that the spirit of Clause 22:05(C) is to provide training in performance as part of the Festival's mandate to develop young artists.

(D) Understudy

An Apprentice Actor may understudy.

(E) Chorus parts

Chorus parts may be performed by Apprentices.

(F) Touring

An Apprentice Actor may be required to tour.

(G) Auditions

Equity-registered Apprentice Actors may participate in Equity auditions.

Local Jobbers

(A) Engagement

Local Jobbers may be engaged by the Festival in not more than three (3) productions in any one (1) calendar year for a maximum of two (2) calendar years, and, thereafter, for a maximum of one (1) production every year. Local Jobbers may not tour.

(B) Understudy

Local Jobbers may not understudy Equity members, but may understudy other Local Jobbers in the same production.

(C) Speaking

A Local Jobber may speak only in omnès.

(D) In the City of Toronto

Notwithstanding the above, in the City of Toronto, a non-member (who is sixteen years or older) may only be engaged as a local jobber when specific physical attributes or special skills are required. The Festival shall submit a proposal to Equity, and when Equity approves the proposal, the Local Jobber shall be registered as required in Clause 22:04(C).

Replacement by Non-Member

No Equity member may be replaced by a non-member, except in the case of an emergency and only until such Role can be filled by an Equity member. The Festival agrees to advise Equity of all such emergency replacements as soon as possible.
24:00 REHEARSAL CONDITIONS  

The provisions of Clauses 53:02, 53:03 and 53:04 which pertain to musical theatre shall apply, and take precedence, where differences exist between these Clauses and the provisions of Article 24:00.

24:03 Standard  

(D) Overnight Rest  

During the rehearsal period there must be twelve (12) hours clear between the end of one day's rehearsal (or performance if that is later) and the call to work on the next day. Should the Artist consent to provide additional services during this period at the request of the Festival, the Artist shall invoice the Festival at the rate specified on line three (3) of Schedule “A”.

(G) Calls on the Free Day  

For any rehearsal called on a scheduled free day, the Artist shall invoice the Festival at the rate specified on line five (5) of Schedule “A” for the first eight (8) out of nine (9) consecutive hours, with a meal break of at least one (1) hour after not more than four (4) hours. The minimum call shall be four (4) hours.

For any call in excess of the above, the Artist shall invoice the Festival at the rate specified on line five (5b) of Schedule “A”, however, the span of the working day may not ever exceed thirteen (13) hours.

Should the Festival require the Artist to provide service during a meal break, the Artist shall additionally invoice the Festival at the rate specified on line one (1) of Schedule “A”.

No Artist may be called for a span of more than thirteen (13) hours.

No Artist may be called on two (2) consecutive scheduled Free Days.

(H) Notice of Additional Rehearsal  

The Festival agrees to inform the Artist during the last break of the day if the Festival intends to extend that day's scheduled rehearsal. (This Clause does not apply to an Emergency Rehearsal).

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

(iii) Payment for Additional Services  

If the break between rehearsal and performance or performance and rehearsal is less than provided for in (i) or (ii) above, the following provisions shall apply:

(a) For additional services provided during the first half (1/2) hour or part thereof, the Artist shall invoice the Festival at the rate specified on line six (6) of Schedule “A”;  

(b) For additional services provided during the second half (1/2) hour or part thereof, the Artist shall invoice the Festival at the rate specified on line six (6) of Schedule “A” in addition to (a) above;  

(c) For additional services provided during the third half (1/2) hour or part thereof, the Artist shall invoice the Festival at the rate specified on line six (6) of Schedule “A” in addition to (a) and (b) above.

(N) Coaching  

Artists who in their professional careers and as members of Equity have performed either at the Festival or in a major classical company in fewer than three (3) seasons may, by a rider attached to their CTA Engagement Contract, be required to receive coaching in accordance with Clause 24:01(K) in order to receive further training in classical theatre or musical theatre. Non-mandatory coaching which does not involve rehearsal of material from the production may be scheduled in addition to regular rehearsal hours without additional compensation.
(P) **Removal of Costumes**  
**ADDITION**

In a rehearsal involving costumes, a suitable period of time, up to a maximum of fifteen (15) minutes will be scheduled to allow Actors to remove costumes.

24:04 **Standard Rehearsal**

(A) **Standard Hours**  
**AMENDMENT**

The Artist’s work day shall consist of not more than eight (8) out of nine-and-a-half (9 1/2) consecutive hours comprising seven (7) hours of rehearsal and one (1) hour of classes. (See Clause 24:03(K)(i) and (ii).)

There shall be a rest period of at least one (1) hour after a maximum four-and-a-half (4 1/2) hour work period except where the expressed intent is to run through the play, in which case the rest period may take place following a maximum five-and-a-half (5 1/2) hour work period.

When at the break the company is in costume and/or make-up, the rest period shall consist of not less than one-and-a-half (1 1/2) hours.

(C) **Payment for Excess Continuous Rehearsal**  
**AMENDMENT**

For continuous rehearsal in excess of the hours as mentioned above, and for more than seven (7) hours of rehearsal in a standard rehearsal day, or for extending the span of the day the Artist shall invoice the Festival at the rate specified on line one (1) of Schedule “A”.

24:05 **Extended Rehearsal Days**

(B) Repertory  
**AMENDMENT**

During each production there may be two (2) days during which the Artist may be called to rehearse ten (10) out of twelve (12) consecutive hours per day. (The Artist must be given forty-eight (48) hours’ notice of such extended rehearsal days.)

There shall be a rest period of one-and-a-half (1 1/2) hours after a maximum of four-and-a-half (4 1/2) hours of rehearsal, except where the expressed intent is to run through the play, in which case the rest period may take place after a maximum of five-and-a-half (5 1/2) hours of rehearsal. Such extended rehearsal days must take place prior to the first public performance of each production.

In the case of musical productions, the provisions of Clause 53:03 shall apply.

24:08 **Rehearsal on a Performance Day**

(B) Hours  

(i) **Continuous Five Hour Call**  
**AMENDMENT**

The Artist may be called to rehearse for one (1) continuous call of five (5) hours provided this call does not begin before eleven (11:00) a.m. subject to the provisions of Clause 24:03(D), Overnight Rest. Such rehearsal may not take place prior to a matinee performance of any production in which the Artist is performing or understudying, unless such rehearsal is specifically related and necessary to the matinee performance (i.e. onstage understudy or replacement rehearsal).

However, for the purposes of technical rehearsals (see Clause 18:38(B) and (C)), the Artist may be called for five (5) out of six (6) hours with a one (1) hour meal break which may be given at any time during the six (6) hour span.

Notwithstanding the above, on the day prior to the free day, an evening rehearsal may consist of a maximum of four (4) hours and may not run later than 11:00 p.m., unless it is a technical rehearsal in which case the regular continuous five (5) hour call applies.
(E) Stock and Repertory  
Does not apply to the Festival.

(F) Slots  
ADDITION  
For the purposes of this Clause, the term “slot” will refer to one of the two periods of time per day when a performance or a rehearsal could be held. E.g. Matinee Performance slot/12:00 p.m. - 5:00 p.m. Rehearsal slot or Evening Performance Slot/7:00 p.m. - 12:00 a.m. Rehearsal Slot. A standard rehearsal day (in accordance with Clause 24:04) is considered to be two (2) slots, unless the Artist is released by 6:00 p.m. in which case it shall count as one (1) slot.

In all cases, the maximum number of slots for which an Artist may be called in the six (6) day work week shall be eleven (11). The Artist shall not be required to travel or perform any services or obligations for the Festival whatsoever during the free slot in an engagement week. If an Artist is called in twelve (12) slots in an engagement week, he/she shall be paid the fee specified below in addition to his/her contractual fee. If an Artist is called in twelve (12) slots in the subsequent (consecutive) engagement week, he/she shall be paid the fee specified below in addition to his/her contractual fee. These payments are in addition to any other additional service payments which may be required.

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<tr>
<td>12 Slots in an Engagement Week</td>
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</tr>
<tr>
<td>12 Slots in a Subsequent (Consecutive) Engagement Week</td>
<td>$606.25</td>
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</table>

(G) Rehearsal on an Opening Day  
ADDITION  
On the official opening day of a production, an Artist engaged for that production may not be called to a rehearsal or performance of any other production.

Notwithstanding the above an Artist who is engaged for a production which opens in a matinee (e.g. 2:00 p.m.) slot can have a performance of another production that evening, provided that

(i) this other production has already had its official opening; and
(ii) the opening production has a dedicated primary rehearsal on stage with full technical elements (except costumes, wigs, and orchestra) scheduled the evening prior.

Furthermore, an Artist who is engaged for two (2) productions which open with consecutive matinee performances, the Artist may be called to rehearse on the opening day of the first production (following the matinee performance) to facilitate the matinee opening performance on the day immediately following. However, the Festival shall use its best efforts to avoid scheduling matinee opening performances on consecutive days for any two (2) productions where one (1) or more Artists are in both casts.

24:09 Exceptions to Standard Rehearsal Conditions  
AMENDMENT  
The following exceptions to the above will apply:

(A) Prior to Official Opening  
Rehearsals scheduled prior to and on the day of the Official Opening of a Production can be scheduled on the same terms as stipulated in Clauses 24:08 – Rehearsals on a Performance Day or 24:04 – Standard Rehearsal, whichever is applicable.

(B) During the First Fourteen (14) Days After the Official Opening  
Rehearsals scheduled during the first fourteen (14) days following the Official Opening of a Production can also be scheduled on the same terms as stipulated in Clauses 24:08 – Rehearsals on a Performance Day or 24:04 – Standard Rehearsal, whichever is applicable.
Following the First Fourteen (14) Days After the Official Opening

(i) Single Productions
Following the first fourteen (14) days after the first public performance, as specified above, rehearsals shall be limited to a total of eight (8) hours per week per Artist and there shall not be more than two (2) rehearsal calls, not to exceed four (4) hours each in any one (1) week. Such rehearsals shall take place on a day when there is not more than one (1) performance and shall not take place on the day immediately following the free day. Additionally, such rehearsals may not be scheduled on the day following two consecutive two-performance days, unless there is no performance on that day.

(ii) Repertory Productions
Following the first fourteen (14) days after the Official Opening of each production on the Artist’s CTA Engagement Contract, rehearsals for that Production shall be limited to a total of eight (8) hours per week per Artist and there shall not be more than two (2) rehearsal calls, not to exceed four (4) hours each in any one (1) week. Such rehearsals are subject to the terms and conditions outlined in 24:09(D)(i). Such rehearsals shall take place on a day when there is not more than one (1) performance and shall not take place on the day immediately following the free day. Additionally, such rehearsals may not be scheduled on the day following two consecutive two-performance days, unless there is no performance on that day.

This Clause shall apply unless an Artist is called for a rehearsal after a matinee on such day, providing that the Artist receives the required break between performance and rehearsal. In the case of an emergency or replacement rehearsal, should the Artist not be called for a matinee on the day following the free day, such Artist may be called after 7:00 p.m.

(D) Combined Maximum Weekly Rehearsal Hours After Opening

(i) Opened Productions and Other Activities
The maximum of eight (8) hours of rehearsal per week per Artist, as specified in 24:09(C) above, is a combined maximum for any and all productions which have opened as well as for any other activities which fall under the terms of the CTA and Addendum. For the avoidance of doubt, this means that an Artist can be called to rehearse opened productions and/or participate in other CTA/Addendum activities for a combined maximum of eight (8) hours per week.

(ii) Exception for Unopened Productions
It is agreed and understood that Clauses 24:09(C) and 24:09(D)(i) do not apply to any productions which have not yet had their Official Opening; rehearsals for such unopened Productions are subject to the terms of 24:09(A) or 24:09(B) (whichever is applicable), even if other Productions on an Artist’s CTA Engagement Contract have opened.

(E) Additional Rehearsal Services
The Artist shall invoice the Festival at the rate stipulated on line one (1) of Schedule “A” for any rehearsal calls in excess of the maximum hours stipulated in this Clause 24:09.
24:16 Notes
(B) Repertory AMENDMENT
The Artist may be called with not less than fifteen (15) minutes notice for a maximum of thirty (30) minutes per week per production on condition that the time used for such calls is deducted from the Artist's next rehearsal call for that specific production.

25:00 COSTUME FITTINGS
25:01 Hours AMENDMENT
The Festival is granted a total number of free hours for costume fittings which cannot exceed two-and-a-half (2-1/2) hours for each play per season per Artist. Fitting time may be allocated unequally according to the specific needs of the individual productions in the Artist's CTA Engagement Contract. The Festival shall not require the Artist to perform this duty on the Artist's free day or during meal breaks. Travel to and from fittings shall constitute part of the costume fitting time. The Artist must consider a costume fitting as an official call and must be present as required unless said fitting invades said Artist's meal break or overnight rest period.

A costume fitting outside of regular rehearsal hours may not be scheduled on a two performance day or on an extended rehearsal day. The Artist shall invoice the Festival at the rate specified on line one (1) of Schedule “A” for any costume fitting call which takes place prior to 11:00 a.m. on a single performance day, or exceeds ninety (90) minutes, or takes place more than two (2) hours before that Artist's available rehearsal hours.

26:00 PERFORMANCES
26:01 Half-Hour Call
(A) No Activity ADDITION
The Artist shall not participate in activities including, but not limited to, publicity, promotion, or audio/visual recording during or after the half-hour call. This prohibition does not apply to activities concerning matters of Health and Safety.

26:02 Maximum Number of Services in a Week AMENDMENT
(A) Combination of Services
A week's work shall consist of not more than eight (8) performances or a combination of performances and a minimum of one dress rehearsal (excluding technical dress rehearsals) which shall not exceed nine (9) in total. For each performance or dress rehearsal (excluding technical dress rehearsals) in excess of the foregoing, the Festival shall pay to the Artist a sum equal to two eighths (2/8) of the contractual fee. The contractual fee shall be paid even if fewer than eight (8) performances are given in any one (1) week. (See also Clause 16:20 – Weekly Contractual Fee While on Tour).

Prior to the official opening week of a production, a sum equal to eight-eighths (8/8) of the contractual fee shall be paid for each performance over eight in a week.

(B) Dress Rehearsal Requirement
There shall be a minimum of one (1) dress rehearsal prior to the first public performance.

(C) Excess Services in a Week AMENDMENT
See Clause 26:02(A).
27:00  CLOTHES AND MAKE-UP

27:01  Provision of Costumes and Clothing

General footwear, costume accessories, properties, etc. will be made available for rehearsal as soon as possible, but in any event not later than the technical dress rehearsal.

Unusual or non-contemporary footwear (including high-heels), costume accessories such as hats, capes, etc., and properties, or reasonable "rehearsal" mock-ups will be available for rehearsal as soon as possible, but in any event, not later than three (3) weeks prior to the technical dress rehearsal.

Footwear, costume accessories, properties, etc. identified as necessary at the Hazard Assessment meeting for the production, or where used/worn on a raked stage or other unusual surface, used/worn in a fight sequence, dance, or other choreographed movement, will be available for the first blocking rehearsal.

28:00  WORKING ENVIRONMENT, HEALTH AND SAFETY

The Festival will follow all applicable federal, provincial, and municipal legislation regarding health and safety and smoking in the workplace, including the Safety Guidelines for the Live Performance Industry in Ontario which shall form an integral part of the Addendum. Such legislation, along with additional health and safety policies established by the Festival, are reflected in the Festival’s Health & Safety policy manual and employee handbook. The Festival further agrees to have a member of Equity participate in the Festival’s Joint Health and Safety Committee.

28:03  Temperature, Air Circulation and Lighting

(A)  Dressing Rooms, Warm up Areas and Performance Areas

The Festival agrees to maintain dressing rooms, dance warm-up areas, and places where the Artist is required to rehearse or perform indoors, at a reasonable and constant temperature, said temperature to be no less than 18 degrees Celsius and no more than 28 degrees Celsius. The provisions of this Clause will have been satisfied if the temperature at floor level measured one-half (1/2) hour before the commencement of rehearsals and/or performance, is 18 degrees Celsius to 28 degrees Celsius. However, minimum temperature in the dressing rooms must be achieved at least two (2) hours before curtain time.

28:04  Fire Drill

The Festival shall ensure that fire drill procedures are prominently posted in each venue. The Festival shall arrange at least one (1) fire drill per season in each venue which shall be attended by the complete Stage Management team for one production in that venue. In addition, all Stage Management Artists in their first and second season at the Festival shall be called to attend a minimum of one (1) fire drill per season. Stage Management Artists shall review fire drill procedures for each production during the prep week, and during rehearsal with the cast. Additional fire drills will be scheduled as appropriate, especially in consideration of any changes to fire drill procedures.

28:05  Blackouts

The Stage Manager for each production shall be responsible to ensure that blackout training and blackout rehearsals are conducted prior to rehearsing in blackout conditions.

28:20  Perceived Risk

(See “Procedure for a Work Refusal” in the Safety Guidelines for the Live Performance Industry in Ontario.)
33:00 POSTING OF SECURITY

33:02 Calculation of Amount

(B) Peak Security AMENDMENT
The Festival may opt to post peak security, in which case prior to issuing any engagement contracts, the Festival shall deposit with Equity in cash or by Letter of Credit (using sample wording agreed to by Equity and PACT) the sum specified below as a security bond for all CTA Engagement Contracts issued by the Festival, and this bond shall be kept in place on a year round basis.

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<tr>
<td>Security</td>
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35:00 CONTRACTS

35:02 Run-of-the-Play Engagement

(D) Fee AMENDMENT
The Artist's contractual fee for a Run-of-the-Play CTA Engagement Contract must be at least as specified below per week above the minimum fee.

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<tbody>
<tr>
<td>Run-of-the-Play Engagement Contract</td>
<td>$196.25</td>
</tr>
</tbody>
</table>

35:03 Guaranteed Engagement

(C) Fee AMENDMENT
The Artist's contractual fee for a Guaranteed CTA Engagement Contract must be at least as specified below) per week above the minimum weekly fee.

<table>
<thead>
<tr>
<th>2015-2018</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Guaranteed Engagement Contract</td>
<td>$242.75</td>
</tr>
</tbody>
</table>

35:08 Execution of CTA Engagement Contracts

(A) Issuing Of AMENDMENT
When the Festival confirms to the Artist that agreement has been reached on the negotiated terms for an upcoming engagement, where possible, the Festival shall issue a CTA Engagement Contract to the Artist within ten (10) business days. In any event an Artist must receive his/her CTA Engagement Contract no later than twenty (20) business days prior to the start date of his/her engagement.

This provision does not apply to activities contracted under Article 56:00 or Article 57:00 in which the contracted engagement period is less than two weeks.

35:09 As Cast AMENDMENT
All plays must be specified in the Artist's CTA Engagement Contract along with the Artist's assignment in the plays which in the case of the Actor may be “As Cast”.

If additional productions are added to the season, the Artist may not be obliged to appear in these productions without his/her consent and such appearance must be properly contracted.
(A) Plays
If the Actor agrees to appear in a production "As Cast", the part or parts assigned and performed at the first public performance shall be deemed the Actor's assignment for that production. Should the Actor's assignment be altered prior to the fourth (4th) public performance or the opening performance, whichever comes first (hereinafter referred to as the "As Cast Date"), no additional compensation will be required. If the Actor is given additional parts, or if his/her assignment is altered after the As Cast Date, he/she shall have such additions agreed to in writing as a rider to his/her CTA Engagement Contract, and be compensated in accordance with Clause 16:11(A).

(B) Musicals
If the Actor agrees to appear in a production "As Cast", the part or parts assigned and performed at the first public performance shall be deemed the Actor's assignment for that production. Should the Actor's assignment be altered prior to the sixth (6th) public performance or the opening performance, whichever comes first (hereinafter referred to as the "As Cast Date"), no additional compensation will be required. If the Actor is given additional parts, or if his/her assignment is altered after the As Cast Date, he/she shall have such additions agreed to in writing as a rider to his/her CTA Engagement Contract, and be compensated in accordance with Clause 16:11(A).

If an Actor agrees to appear in a production "As Cast", said Actor may be required to assist in the moving of scenery, props or furniture on stage. The Festival agrees that these responsibilities should constitute the lesser part of the Actor's involvement in the production.

Notwithstanding the above, in no event shall an "As Cast" assignment be used to include an Understudy assignment unless so indicated on the face of the CTA Engagement Contract in the space provided for Understudy assignments.

For terms and conditions involving understudy "As Cast" assignments, please refer to Clause 39:02(F).

35:13 Notice of Priority Rehearsal Hours
When the CTA Engagement Contract is proffered, the Festival will advise the Artist in a rider to his/her CTA Engagement Contract of the number of "priority" rehearsal hours with the full company in the master schedule at that time for each production in the engagement.

38:00 TERMINATION

38:25 Family Leave
The Festival agrees that an Artist may be absent for up to two (2) days without loss of fee to enable the Artist to attend to the birth of his/her child, or the child's coming to custody of the parent. The Artist will give as much notice as possible but not less than four (4) weeks, except in the case of a medical emergency.

The Festival will release an Artist from his/her CTA Engagement Contract for a period of up to twenty-five (25) weeks, or the end of the CTA Engagement Contract, whichever comes first, for the birth of his/her child, or the coming into custody of a child for the first time. The Artist will give as much notice as possible but not less than four (4) weeks, except in the case of a medical emergency.
In a production where any parts are understudied, understudies shall be engaged (assigned) for all speaking roles and/or essential non-speaking roles (as determined by the Festival subject to Clause 18:42, Role) and/or singing and/or dancing roles where the character is identified by name in the score or book. However, in musical theatre productions, this requirement need not apply to Chorus roles. Alternatively a production may carry no understudies, but if a production for which the Artist is engaged falls into that category said Artist must be specifically informed of that fact in the Artist’s CTA Engagement Contract at the time it is proffered. The following Clauses shall apply to understudies (also see Clause 35:09).

39:02 Rehearsals and Performances
(A) Line Rehearsal
There must be at least one (1) "line rehearsal" per production completed before the first performance of said production. The Understudy will learn lines by the first "line rehearsal". If this rehearsal is in addition to the regular rehearsal hours, the Artist will invoice the Festival at the rate specified on line one (1) of Schedule “A”. The Festival shall endeavour to schedule an additional understudy line rehearsal per production after three (3) months elapsed from the official opening.

(B) Blocking Rehearsal
Blocking rehearsals, culminating in a complete “priority” run through rehearsal on stage must be completed within fourteen (14) days of the official opening performance of each production. At least one of the understudy blocking rehearsals will be a “priority” rehearsal of not less than five (5) hours which will take place no later than sixteen (16) days after the first performance for each production, and at least one rehearsal will be a “priority” rehearsal of not less than five (5) hours on stage (not including the run-through rehearsal). Such rehearsals may take place under the supervision of the Assistant Director if there is one or the Stage Manager.
These rehearsals may not take place on a two (2) performance day.

(D) Posting of List
The list of understudies must be posted on the company notice board before the end of the third week of rehearsals for the full cast, or forty-two (42) priority hours of rehearsal (excluding music only rehearsals for musical productions), whichever comes first. A copy of the list shall be filed with Equity no later than forty-eight (48) hours after it is posted. If applicable, the Festival will file updated versions of the list with Equity no later than forty-eight (48) hours after they are posted.

(F) Understudy As Cast
If an Actor agrees to an "As Cast" Understudy assignment, the parts and/or actors he/she is to understudy must be posted on the company notice board as outlined in 39:02(D). It is understood that if the assignments posted in this list are altered prior to the As Cast Date (see Clause 35:09), no additional compensation will be required.
In lieu of a rider to their contracts, the Festival may request that the Artist sign the list to confirm receipt of notice of his/her understudy assignments. A copy of the list shall be provided to the Artist upon request, and a copy of the list shall be filed with Equity no later than forty-eight (48) hours following the As Cast Date.
Should the Festival fail to notify the Actor of his/her Understudy assignment as outlined above, the Actor shall be relieved of any responsibility to accept an Understudy assignment. In such circumstances, should the Festival request the Actor to accept such an assignment, Clause 16:11(A) (Additional Duties) shall apply. For the purpose of this Clause, Understudy assignments are deemed to include portions of another Actor's assignment in the production.

39:03 Payment for Performances

An Artist may be contracted to perform and understudy in one or more productions and also be contracted as a Non-Performing Understudy in other productions on the same CTA Engagement Contract. A Non-Performing Understudy shall receive a minimum of an additional one-eighth (1/8) of his/her contractual fee for the performance of an understudy assignment, to a maximum of an additional four-eighths (4/8) of his/her contractual fee for any given week. Payment under Clause 39:03 does not apply when a Swing performs a Chorus or ensemble Role for which he/she is contracted to understudy.

39:04 Contracting of Understudies

(B) Period of Understudy Assignment(s)

Does not apply to the Festival.

39:05 Maximum Number of Roles

An Artist who has been contracted to perform one or more roles may also be contracted to understudy one or more roles up to a maximum of eleven (11) performance and understudy roles combined per engagement. An Artist who has been contracted solely to understudy in all contracted productions may be contracted to understudy up to nine (9) roles per production, to a maximum of thirteen (13) roles per engagement. The maximum number of roles which an Artist may be assigned shall be specified in the Artist's CTA Engagement Contract if any understudy assignments are "As Cast". (For musical theatre, see Clause 53:06.)

In any case, an Artist may not be required to understudy more than two (2) lead roles per engagement. For clarity, a lead role shall be defined as per Festival billing policy.

All Understudy assignments for lead roles shall be assigned in writing by the Festival to the Artist prior to the commencement of rehearsals for that production.

39:06 Bit Cover

Does not apply to the Festival.

39:07 Supplementary Additional Covers

When a Role has been cut from a performance, an Artist may agree to cover one moment of the Role for that performance for artistic purposes in addition to performing his/her Role. For a non-speaking cover the Artist will be additionally compensated as specified below per performance, to a maximum as specified below per performance. For a speaking cover the Artist will be additionally compensated as specified below per performance, to a maximum as specified below per performance.

<table>
<thead>
<tr>
<th>2015-2018</th>
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</thead>
<tbody>
<tr>
<td>Non-speaking Cover</td>
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<tr>
<td>Non-speaking Cover Maximum</td>
</tr>
<tr>
<td>Speaking Cover</td>
</tr>
<tr>
<td>Speaking Cover Maximum</td>
</tr>
</tbody>
</table>
39:08 Swing Remuneration

When an artist is engaged as a Swing, he/she shall be free to negotiate additional remuneration as appropriate to the work required and acceptable to him/her, which may not be less than as specified below per week per production.

<table>
<thead>
<tr>
<th>Swing</th>
<th>2015-2018</th>
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<tbody>
<tr>
<td>$52.75</td>
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</table>

39:09 Understudies in Rehearsal

When the Festival requires an Actor to temporarily replace another Actor during rehearsals (excluding scheduled understudy line and blocking rehearsals), he/she shall be paid one-hundred and twelve percent (112%) of his/her weekly contractual fee, prorated at 1/6th per day, for each rehearsal day in excess of six (6) consecutive primary rehearsal days, or two (2) consecutive calendar weeks, whichever comes first. Clause 39:09 shall not be applicable to Actors who are engaged as non-performing understudies for that production.

40:00 CHANGES IN CAST AND REPLACEMENT OF ACTORS

40:04 Emergency Replacement

See also Clause 63:28.

42:00 BILLING AND PROMOTION

42:02 Promotion of the Artist

(A) Billing

As an alternative, the Festival may publish on the Festival’s website all the names of Artists in each production in the season, production by production, and in another format collectively the names of all Artists in the season.

42:04 Interviews and Personal Publicity Appearances

(A) Promotional Appearances

With the agreement of the individual Artist, a promotional appearance may include performance elements subject to the following conditions.

Provided that there is a minimum of one hundred and sixty-eight (168) hours of priority rehearsal per featured production prior to the first public performance of that production, a maximum of two (2) such promotional appearances (per Artist) may be scheduled within each four (4) week period of the Artist’s engagement prior to the official opening of the production. Otherwise, a promotional appearance with performance elements may only be scheduled following the official opening of the production. A promotional appearance with performance elements may not be scheduled during the first week of rehearsal, or on any day when the Artist is scheduled to perform more than one (1) performance at the Festival.

The Festival shall provide as much advance notice as possible of any promotional appearance, but in any event, such appearances with performance elements will be requested with no less than thirty-six (36) hours’ notice to the Artist.

All breaks and rest periods required in the CTA will apply to the scheduling of promotional appearances. Should the Artist agree to a promotional appearance on a Free Day, the Artist shall invoice the Festival at the rate specified on line five (5) of Schedule “A”. The minimum call for a promotional appearance on a Free Day shall be four (4) hours.
The performance elements shall not be more than two songs per Artist, up to a maximum of twenty (20) minutes of performance in total. The promotional appearance may not exceed thirty (30) minutes in total, inclusive of interviews and other appearance requirements. For broadcast purposes, performance elements are restricted to five (5) minutes or one song, whichever is longer.

The Festival will inform the Stage Manager of any publicity event concerning any Artist in the production as far in advance as possible. The Stage Manager shall attend all promotional appearances with performance elements, and the Festival shall consult with the Stage Manager to determine if additional stage management staffing is necessary for the event. However, stage management will not be required for promotional appearances which involve a maximum of two (2) performers and no costume elements provided that the Artists are accompanied by a qualified representative of the Festival.

Promotional appearances will be within fifty (50) kilometres of the point of origin unless mutually agreed otherwise, and in which case Article 49:00 shall apply including per diem.

On any day with more than one (1) promotional appearance or where the promotional appearance(s) are not within fifty (50) kilometres of the point of origin, the Artist(s) shall invoice the Festival for any additional services provided beyond a span of eight-and-a-half hours (8 1/2) on that day, commencing with the first call of the day.

(B) Promotional Appearances Prior to Engagement

The Festival may engage Artists to participate in promotional appearances that take place prior to the commencement of their engagement under the following circumstances:

(i) one eighth (1/8) of the contractual fee is paid for any rehearsal and/or appearance day, which day shall be no more than seven out of eight (7/8) hours;

(ii) per diem, accommodation and transportation expenses will be paid to any Artist required to travel from their place of residence to either the location of the rehearsals or the location of the appearance(s);

(iii) only the Artist actually engaged to perform these roles during the season may be engaged to participate in the promotional appearance(s).

43:00 PROGRAMS AND DISPLAYS

43:01 Program Credits and Photographs

The names of all Artists shall be displayed in the front of the theatre in which they perform within the limitations of the existing facilities and available space. An 8"x10" professional quality photograph of the Artist shall be provided by the Artist and displayed by the Festival as follows:

(i) Prominently displayed and properly identified in the lobby; and

(ii) Reduced to an appropriate size and reproduced, properly identified in the house programme of all those productions in which the Artist appears. The provisions of this Clause apply to all Equity Stage Management Artists.
43:05 Biographical Material in Programs
(A) Artist’s Right of Approval

The Artist shall have the right of approval over biographical material and photographs for use in all programs and souvenir publications. This approval shall be in writing and shall not be unreasonably withheld. Biographical material and biographical photographs not disapproved within forty-eight (48) hours of submission to the Artist shall be considered approved. The Festival shall determine the space available for and the placement of such material, but may not delete or change Artist approved material, unless it secures the Artist’s written approval for the deletion or changes.

In the case of production photographs, this Clause 43:05 Artist’s Right of Approval applies only to those in which not more than three (3) Artists appear. Production photographs not disapproved within twenty-four (24) hours of submission to the Artist shall be considered approved.

47:00 RECORDINGS - NON-COMMERCIAL USE

47:02 Declared Use
(B) Publicity

The Festival may use up to five (5) minutes per production finished running time of recorded material from any approved source. This recorded material may comprise clips of edited material from rehearsal, backstage, and/or performance footage. The material may be used by the Festival for up to eighteen (18) months from the on sale date or for the duration of the run, whichever is longer. Five (5) minutes of footage may be replaced by a different five (5) minutes of footage as long as there is no more than five minutes available to the public at any one time. Where the Festival is empowered to do so, the Festival shall grant similar rights of use to the Artists in the production with the agreement of the other Artists of the same time frame.

The Festival may extend its time frame of the use of the material by either offering the Artists the same extended use beyond the initial time frame as noted above or by compensating the Artist at no less than 1/6 of the Artist's weekly contractual fee. Fees for Directors, Choreographers and Fight Directors shall be no less than 2.5% of the applicable fee.

(D) Archival Recordings
(i) Archives for Retaining a Permanent and Definitive Record of the Production, and Preserving the History of Canadian Theatre

Such a recording must be captured from a regularly scheduled public performance of the production or of a workshop activity, or of a Forum event or of the Directors’ Workshop Presentations; no additional rehearsals are permitted to facilitate the recording. The resulting recorded material may not be edited and must be marred to indicate its use, e.g. the title "ARCHIVAL RECORDING; NOT FOR DISTRIBUTION" generated throughout. The Festival guarantees that the recorded material, which may not be copied, will remain under its control for archival purposes and may only be viewed in private for reference purposes or as a teaching or rehearsal aid for the benefit of Artists or management, except as provided for in Clause 47:02(E). Under no circumstances shall the Festival give an Artist a copy of an archival recording prior to rehearsal.
(ii) **Stratford Festival Archive Access**

Recordings made in accordance with 47:02(D)(i) (including from productions mounted prior to the term of the current CTA) may be viewed on-site at the Archive only by theatre professionals, students, teachers or researchers with work-related or study-related reasons for viewing either individually or in groups. Children under sixteen (16) must be accompanied by an adult. Currently running shows shall not be available for viewing. Only recordings captured from a regularly scheduled public performance of a production shall be available. No archival recordings of workshop activities, Forum events or Directors’ Workshop Presentations shall be made available. The Festival shall not lend, copy, sell, or distribute any of the recordings, physically or electronically, in accordance with 47:02(D)(i).

(F) **Educational Website Use**

It is understood that any recorded material that the Festival is permitted to use pursuant to Clause 47:02(B) may also be made available for educational purposes in any media during the same time frame. In addition, for the purpose of illustrating to students and educators various interpretations of a play, various acting or coaching techniques, specific scenes of a play, or the development of an Artist's work, the Festival may provide access to recordings of past or current productions, and/or rehearsal/demonstrative footage to a maximum of five (5) minutes per recording. Such recordings will only be made available on a separate section of the Festival's website for which educational institutions will be provided the links. The Festival will take all reasonable precautions to ensure the material is not misused or downloaded by unauthorized sources and shall assume responsibility for any subsequent misuse.

(G) **Documentary and Special Archival Use**

With the written consent of the Artists involved, the Festival may also make a supplementary recording of rehearsal or other non-performance activity to document its specific processes, or the work of a renowned Artist, for educational and historic purposes only. Such recording shall take place on a single day and the final edited video shall not be longer than thirty (30) minutes in length.

All Artists concerned must receive a minimum of twenty-four (24) hours advance written notice of the recording, which shall be copied to Equity. No additional rehearsals will be allowed in order to facilitate the taping. The tape may only be used for archival purposes and may only be played back in private for reference purposes or as a teaching or rehearsal aid for the benefit of Performers or management. The Festival shall guarantee that the recording shall remain under its control and is not to be broadcast, distributed or used in a commercial context. There shall be no public replay of the tape whatsoever.

47:04 **Notice of Recording and Declared Use**

(F) **Recording of Visitors Guide**

The Festival may record material for a Visitors Guide, which may be published in a print version or for the Festival’s website under the following conditions:

(i) For an Artist called prior to an engagement who was engaged in the previous season, there may be one call of four (4) consecutive hours per artist per production, to capture the images. The Artist shall be compensated at the rate specified on Line 1 in Schedule A for a minimum of four (4) hours. The compensation shall be paid for time for makeup/hair/wardrobe, and the shooting (including individual shots for a company composite photo). It is understood that the approval for any finalized material may not happen within the four (4) hour time period above, but approval at a later date and time shall be deemed to be included in this compensation.
(ii) Any additional time beyond four (4) hours shall be paid at a rate of 1.5 times the rate in Line 1 of Schedule A, payable in half hour increments.

(iii) For an Artist called prior to an engagement who was not engaged in the previous season, the terms of 47:04(E) shall apply except that the minimum call shall be four (4) hours.

(iv) When Artists are called for an individual shot for a company composite only, the terms of 47:04(E) shall apply.

47:05 Other Conditions

(C) Capture During Rehearsal and Backstage

(i) Specific permission to record rehearsals or any activities backstage including in or around dressing rooms must be requested in writing no later than thirty-six (36) hours in advance or by the end of the previous priority rehearsal, whichever is longer. Such request must include an outline of the material to be captured and the intended use of that material. No Artist shall be penalized in any way for refusing to grant permission for the capture of material in these areas.

The only exception to Clause 47:05 is the capture of rehearsal material at a Dress Rehearsal, where the standard twenty-four (24) hour notice shall apply. There shall be no capture of material during the half-hour call.

(ii) The camera crew may film for no longer than one (1) hour in the rehearsal hall on only one occasion per production. Such one (1) hour does not include set-up time. In no case shall the filming of a complete run-through of the rehearsal be allowed.

(iii) Recorded material captured by the Festival in rehearsal or backstage which may or may not include any elements of the production, requires the written authorization from all participating Artists prior to being used by the Festival or other Artists. Artists featured in the material used in the clip shall have approval of the footage used.

(iv) Recorded material captured by Artists either in rehearsal or backstage which may or may not include any elements of the production, requires the written authorization from all participating Artists and the Festival in order to be used by the Artist and/or by the Festival.

(G) Third Party Capture

Where a recognized media organization records material for current affairs or news footage, the Festival shall provide notice of recording and declared use in accordance with Clause 47:04(A) to (E) inclusive, and shall request permission in accordance with Clause 47:05. Artists featured in the material used shall not have approval of the footage.

47:07 Additional Use of Recorded Material by the Festival

(B) Still Images

(v) Educational Materials

It is understood that any recorded material that the Festival is permitted to use pursuant to Clause 47:02 (B) may also be made available for educational purposes in any media during the same time frame. In addition, the Festival may use production photographs in education materials prepared and published by the Festival in order to attract school audiences, if such materials are made available on the Internet, on a separate section of the Festival's website for which educational Institutions will be provided the links. The Festival will take all reasonable precautions to ensure the material is not misused or downloaded by unauthorized sources and shall assume responsibility for any subsequent misuse.
49:00 TOURING

49:02 Local and Overnight Touring
(B) Overnight Touring
(i) Per Diem

AMENDMENT
When the Artist is required to travel outside the point of origin on an overnight tour, the fees specified in Clause 16:14 shall be augmented by a daily expense allowance as specified below. This per diem shall not be subject to Clause 3:03 (Deductions). It shall be paid at least one (1) week in advance of the week in which it is applicable.

<table>
<thead>
<tr>
<th>2015-2018</th>
<th>Expense Allowance</th>
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<tbody>
<tr>
<td></td>
<td>$153.00</td>
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</table>

49:21 Use of Other Vehicles
(F) Drivers

AMENDMENT
The Festival must engage a professional driver who may not be a member of the performing company or stage management.

53:00 MUSICAL THEATRE

ADDITION
The provisions of Clauses 53:02, 53:03 and 53:04 shall apply and take precedence, where differences exist between these Clauses and the provisions of Article 24:00 as amended in the Addendum.

53:01 Auditions
(C) Maximum Hours

AMENDMENT
Auditions shall be limited to four (4) calls of a maximum of one (1) hour each per Actor for each production which may be assigned.

If the first audition for an Actor is a general call, where no individual appointments are scheduled in advance of the date of call, that call shall be in addition to the four (4) unpaid calls and shall be limited to two (2) hours, provided that the artistic team conducting the audition must be identified by name and title to the Actors no later than when the appointment is made. For each production mounted by the Festival, the Festival agrees to hold auditions in Canada prior to the holding of auditions elsewhere. Furthermore, for each production, final audition calls will be held in Canada, and such auditions will be conducted by an individual having full casting authority; additionally, in the case of final audition calls, the Director of the production must be present and must see all auditionees called back to the final auditions.

Actors shall be compensated at the rate of one eighth (1/8) of the minimum weekly fee listed in the Addendum, per additional hour or call beyond the maximums stated above, which may be payable in half hour increments.

53:03 Extended Rehearsal Days
(B) Repertory

AMENDMENT
Prior to the first public performance of each production in a repertory season there may be up to two (2) days during which the Artist may be called to rehearse eight (8) out of twelve (12) consecutive hours per day with at least one-and-a-half (1-1/2) hours' break after a maximum of four-and-a-half (4 1/2) hours' rehearsal except where the expressed intent is to run through the play, in which case the rest period may take place after a maximum of five (5) hours of rehearsal. Such extended rehearsal days must take place prior to the first public performance of each production. There shall be a minimum of twelve (12) hours between the end of one day's work and the call to work the next day.
53:04 After Opening - Exceptions to Standard Rehearsal Conditions

(A) During the First Fourteen (14) Days

(i) Single Productions

During the first fourteen (14) days after the first public, seven (7) days of rehearsal can be scheduled on the same terms as stipulated in Clauses 24:08, Rehearsals on a Performance Day, or 24:04, Standard Rehearsal, whichever is applicable.

(ii) Repertory Productions

During the first fourteen (14) days after the Official Opening of each production on an Artist's CTA Engagement Contract, rehearsals can be scheduled on the same terms as stipulated in Clauses 24:08, Rehearsals on a Performance Day, or 24:04, Standard Rehearsal, whichever is applicable.

(B) Following the First Fourteen (14) Days

(i) Single Productions

Following the first fourteen days after the first public performance, as specified above, rehearsals shall be limited to a total of four (4) hours per week and shall be taken in one (1) four (4) hour call.

Such rehearsal shall take place on a day when there is not more than one (1) performance and shall not take place on the day immediately following the free day. Additionally, such rehearsal may not be scheduled on the day following two consecutive two performance days, unless there is no performance on that day.

(ii) Repertory Productions

Following the first fourteen (14) days after the Official Opening of each production on the Artist’s CTA Engagement Contract, rehearsals for that Production shall be limited to a total of eight (8) hours per week per Artist and there shall not be more than two (2) rehearsal calls, not to exceed four (4) hours each in any one (1) week. Such rehearsals are subject to the terms and conditions outlined in 53:04(D)(i). Such rehearsals shall take place on a day when there is not more than one (1) performance and shall not take place on the day immediately following the Free Day.

This Clause shall apply unless an Artist is called for a rehearsal after a matinee on such day, providing that the Artist receives the required break between performance and rehearsal. In the case of an emergency or replacement rehearsal, should the Artist not be called for a matinee on the day following the Free Day, such Artist may be called after 7:00 p.m.

(C) Combined Maximum Weekly Rehearsal Hours After Opening

(i) Opened Productions and Other Activities

The maximum hours of rehearsal per week per Artist, as specified in 53:04(C)(i) or (ii) above, is a combined maximum for any and all productions which have opened as well as for any other activities which fall under the terms of the CTA and Addendum. For the avoidance of doubt, this means that an Artist can be called to rehearse opened productions and/or participate in other CTA/Addendum activities for a combined maximum of eight (8) hours per week; in the case of a single production, an Artist can be called to rehearse opened productions and/or participate in other CTA/Addendum activities for a combined maximum of four (4) hours per week.
(ii) Exception for Unopened Productions
It is agreed and understood that Clauses 53.04(C) and 53.04(D)(i) do not apply to any productions which have not yet had their Official Opening; rehearsals for such unopened Productions are subject to the terms of 53:04(A) or 53:04(B) (whichever is applicable), even if other Productions on an Artist’s CTA Engagement Contract have opened.

(D) Additional Rehearsal Services
ADDITION
The Artist shall invoice the Festival at the rate stipulated on line one (1) of Schedule “A” for any rehearsal calls in excess of the maximum hours stipulated in this Clause 53:04.

### 54:00 JOINT PRODUCTION

Preamble
Equity and PACT agree to consider proposals from the Festival under this provision of the CTA.

### 55:00 THEATRE FOR YOUNG AUDIENCES

DELETION
Does not apply to the Festival.

### 57:00 WORKSHOPS, READINGS, LAB AND PUBLIC FORUM ACTIVITIES

#### 57:01 Minimum Fees

ADDITION
For an Artist engaged solely for workshops and readings, the minimum fee for a four (4) hour call shall not apply to the Festival. However, the minimum fee for a four (4) hour call may apply to an Artist concurrently engaged by the Festival on a separate CTA Engagement Contract for the season. The workshops and readings activity shall not take place during the twelfth (12) slot in accordance with Clause 24:06(F) of the Artist’s CTA Engagement Contract. The minimum fee for a four (4) hour call may also apply to an Artist where the location of the workshop and reading is in the Artist’s place of residence.

For an Artist engaged solely for workshops and readings who is contracted away from his/her usual place of residence, the Festival will provide or reimburse transportation and will pay a per diem as specified below and overnight accommodation if required. These allowances are in addition to the Artist’s negotiated fee.

<table>
<thead>
<tr>
<th>2015-2018</th>
<th>Per Diem</th>
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<tbody>
<tr>
<td>$58.00</td>
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#### (A) No Admission Charge for Public Presentations, or No Public Presentation

<table>
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</tr>
</thead>
<tbody>
<tr>
<td>4 Hours</td>
<td>Actor</td>
<td>$61.75</td>
<td>$105.50</td>
<td>$149.75</td>
</tr>
<tr>
<td></td>
<td>Director</td>
<td>$70.00</td>
<td>$137.00</td>
<td>$193.75</td>
</tr>
<tr>
<td></td>
<td>Choreographer</td>
<td>$62.00</td>
<td>$121.00</td>
<td>$176.50</td>
</tr>
</tbody>
</table>

#### (B) Admission Charge for Public Presentations

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily (7/8)</td>
<td>Actor</td>
<td>$125.00</td>
<td>$168.50</td>
<td>$621.75</td>
</tr>
<tr>
<td></td>
<td>Director</td>
<td>$137.00</td>
<td>$193.75</td>
<td>$799.75</td>
</tr>
<tr>
<td></td>
<td>Choreographer</td>
<td>$121.00</td>
<td>$176.50</td>
<td>$721.25</td>
</tr>
</tbody>
</table>

Stratford Festival Addendum to the CTA 2015-2018 | Page 27
Public Reading of Existing Works  
AMENDMENT
The public reading of an existing work shall not involve any staging, choreography, costumes, or other significant production values. See Also Clause 57:07(G). The following minimum fees shall apply per call to rehearsal and performance of public readings of existing works at the Festival:

<table>
<thead>
<tr>
<th></th>
<th>2015-2018</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4 Hours</td>
</tr>
<tr>
<td>Actor</td>
<td>1/5 of the minimum weekly fee</td>
</tr>
<tr>
<td>Director</td>
<td>$399.00</td>
</tr>
</tbody>
</table>

57:03 Stage Management  
(D) Production Stage Manager  
ADDITION
The Festival may assign one (1) Production Stage Manager to assist in the coordination of all Workshop, Readings, Lab and Forum Activities which involve Artists and occur during the Festival Season.

57:05 Workshops and Readings as part of a Standard CTA Engagement Contract  
(A) Original CTA Engagement Contract  
AMENDMENT
If an Artist is to be engaged to participate in workshops and readings as well as in regular productions as part of a CTA Engagement Contract, this requirement must be specified in the original CTA Engagement Contract signed by the Artist as follows:

(i) Should the Artist agree to participate in workshops, new play readings and/or work on play scripts, during the term of this CTA Engagement Contract, there will be no additional remuneration for these services. It is agreed that there shall be no paid public presentation of these works, however the Festival may charge a nominal ticket processing fee, the proceeds from which will be donated to the Actors’ Fund of Canada.

(ii) The focus of such work is clearly understood to be on process rather than production with emphasis on the development of the script, not on the Actor, performance, or production values of any presentation. There is to be no pressure on the Actor to produce a finished performance nor on the Stage Management Artist to organize a finished production.

(iii) It is understood and agreed that any such assignment shall take into account the Artist's working schedule and, in any event, shall not exceed the provisions of Articles 24:00 and 26:00 of the CTA.

(iv) For all Lab activities governed by this Agreement, dates, times, hours of required participation, and number of activities must be included with the invitation to participate and any subsequent changes shall be mutually agreed.

57:07 General Provisions  
(H) Capture of Workshops and Readings  
ADDITION
For the sole purpose of review by the creative team of the activity being captured, a recording of specific elements of a workshop or reading may be made by the Festival during regularly scheduled hours, provided:

(i) that the Artists receive no less than twenty-four (24) hours prior written notice; and

(ii) that each Artist who may be captured consents to the recording.
The Festival may make duplicate copies of the recorded material for review by the Artists. In the event that an Artist is provided with a copy of the recorded material, and is required by the Festival to use the recorded material for review at home, any such hours spent reviewing the recorded material shall be mutually agreed upon in advance, and will be considered allowable rehearsal time. All copies of such reference recordings are the responsibility of the Festival, and shall be destroyed following the conclusion of the workshop or reading.

57:09 Public Forum Activities

(A) Performance Elements

Should the Artist agree to participate in a Public Forum activity with performance element(s) during the term of their CTA Engagement Contract, the activity shall be considered and contracted as a separate production. For a Public Forum activity with performance elements, all Actors shall be paid no less than the four (4) hour fee set forth in Clause 57:01(A) for each public performance (provided that no remuneration is due in connection with any rehearsal or preparation for such Public Forum activities with performance elements). Stage Managers shall receive payment per Clause 63:07(D)(i).

(B) Not a Finished Production

Public Forum activities with performance element(s) are intended to be a supplemental enhancement to the season and in no way designed to be a finished production. There is to be no pressure on the Artist to produce a finished performance, nor on the Stage Manager to organize a finished production.

(C) Artist's Agreement

It is understood and agreed that any participation in Public Forum activities with performance element(s) shall be only upon the Artist's agreement, and shall take into account the Artist's working schedule and, in any event, shall not exceed the provisions of Articles 24:00 and 26:00 of the CTA. In no case may any activity in connection with Public Forum activities with performance element(s) take place during the 12th slot in any week. Dates, times, hours of required participation, and number of activities must be included with the invitation to participate and any subsequent changes shall be mutually agreed.

(D) Director

There shall be a Director for each Public Forum activity with performance element(s) that includes either:

(i) more than one Actor: or
(ii) more than 10 minutes of a performance element.

It is understood that there may be some circumstances where there is only one Actor and/or with a performance element of less than ten (10) minutes, where the participation of a Director is advisable.

(E) Stage Manager

There shall be a Stage Manager for any Public Forum activity with performance element(s).

(F) Minimum fees for Public Forum activities with Performance Element(s)

Actors, Stage Managers and Directors, who are not otherwise under contract to the Festival, shall be paid in accordance with Clause 57:01 of the Addendum as applicable. Stage Managers shall be paid per Clause 63:07(D).

(G) Internet Streaming

With the Artist's prior approval, Public Forum activities with performance element(s) may be streamed live on the internet. Up to five (5) minutes of edited material of these activities may be used for promotion or any other use under the applicable terms in Article 47:00.
(H) **Public Forum Activities Without a Performance Element**
Individual Artists may agree to participate in Public Forum activities which do not involve a performance element, including but not limited to panels, chats, Q & As, etc., to which Article 57:00 does not apply.

### 59:00 CHILD PERFORMERS

**Preamble**

ADDITION

The Festival shall ensure that Clauses 59.00(i) through (vii) are also provided in writing to the parent or legal guardian of all non-member Child Performers.

#### 59:01 Categories of Engagement

AMENDMENT

Subject to Clause 22:02 (Quota Limits), a Child Performer may be engaged:

(i) by becoming a member of Equity, signed to a CTA Engagement Contract as an Actor; or

(ii) by registering as a Child Performer pursuant to the provisions of Clause 59:05(E)(i); or

(iii) as a member of a Children's Chorus, pursuant to the provisions of Clause 21:01 of the CTA and Clause 21:02 of the Addendum, registered pursuant to the provisions of Clause 59:05(D)(i).

#### 59:05 Conditions of Engagement

**A** **Reduced Amount of Work**

DELETION

Does not apply to the Festival

**B** **Joint Productions**

DELETION

Does not apply to the Festival

**C** **Required Rest Period for All Child Performers**

ADDITION

A Child Performer shall have a rest period of no less than twelve (12) hours calculated door to door.

**D** **Equity Member Child Performers**

ADDITION

A child engaged as a member of Equity, and signed to a CTA Engagement Contract, shall be subject to the full terms and conditions of the Canadian Theatre Agreement, including minimum fees, except as amended herein.

A Child Performer engaged for a third or subsequent season must be engaged under a CTA Engagement Contract.

(i) **Reduced Amount of Work**

Other than for productions on tour, if the Child Performer is contracted for a maximum of twenty-eight hours of rehearsal time per week and four (4) performances or fewer in a week, the minimum fee shall be sixty (60%) per cent of the appropriate company category minimum fee.

(ii) **Number of Performances in a Week**

(a) If a Child Performer is engaged for four (4) performances or fewer in a week, and not more than twenty-eight (28) hours of rehearsal over not more than four (4) days, the minimum fee shall be sixty percent (60%) of the Actor minimum fee.

(b) For each performance call in excess of four (4) during a week, an additional one-eighth of the Child Performer’s contractual fee shall be payable after the first public performance.

(E) **Non-Member Child Performers**

ADDITION

A child who is a member of ACTRA, UDA or any other performing artists' association or union whose professional experience is limited solely to engagements in commercial advertisements in the electronic media and/or as a background performer and/or as a broadcast journalist, shall not be required to join Equity and may be engaged pursuant to this Clause 59:05 as a non-member Child Performer.
(i) **Registration**
The Festival shall engage a non-member Child Performer on a form provided by Equity.

(ii) **Minimum Fee Requirements**
There are no minimum fee requirements for the engagement of a non-member Child Performer.

(iii) **Maximum Hours of Work**
Except in a week with at least four (4) on-stage, technical or dress rehearsals, a non-member Child Performer may not be called for more than thirty (30) hours of rehearsal per week.

(iv) **Extended Rehearsal Days**
On an extended rehearsal day, a child performer may be called for a maximum of two (2) calls of up to four (4) hours each out of a span of not more than twelve (12) hours.

(v) **Roles for Non-Member Child Performers**
Non-member Child Performers may not be engaged for more than one (1) production concurrently. Non-member Child Performers may speak lines, not to exceed twenty-one (21) exchanges with other characters. In a musical production, non-member Child Performers may not sing a song in its entirety unless as a part of a Children's Chorus (see Clause 18:09). Non-member Child Performers may be engaged for roles in excess of this these provisions only with the prior written permission of Equity. Non-member Child Performers may understudy each other.

(vi) **Touring**
A non-member child may not be engaged to tour.

(vii) **Joint Productions**
Notwithstanding the provisions of Article 54:00, the Festival may recast the Role of a non-member Child Performer locally in each point of origin of a Joint Production.

(F) **Double Casting**
**ADDITION**
Where two (2) non-member Child Performers are engaged for the sole purpose of rehearsing and performing the same Role, those children shall count as one non-member Child Performer for the purpose of the calculation of the non-member quota.

Where a non-member Child Performer and a Child Performer engaged under a CTA Engagement Contract are both engaged for the sole purpose of rehearsing and performing the same Role, those Child Performers shall count as one Actor for the purpose of the calculation of the non-member quota.

### DIRECTORS

#### Minimum Fees for Directors

<table>
<thead>
<tr>
<th></th>
<th>2015-2016</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director</td>
<td>$21,753.25</td>
<td>$22,188.25</td>
<td>$22,632.00</td>
</tr>
</tbody>
</table>

**ADDITION**

(H) **Michael Langham Workshop for Classical Direction**
The Directors’ Workshop Presentation (“DWP”) is the final element of the Michael Langham Workshop which provides training to participants. Selected participants (the “DWP Directors”) are offered an opportunity to show their work to an invited audience. Each DWP Director chooses a scene or series of scenes from classical works and is provided with a cast, a stage manager, and minimal production values.
Company members (Actors, Stage Managers and Assistant Stage Managers) are asked if they wish to participate. If they agree to participate, the DWP is considered an additional production on their contracts, with rehearsals and presentations falling within the relevant clauses with overtime, 9th performances, etc. considered and calculated as any other production on their CTA Engagement Contract. However, the DWP shall not be considered a production on the Artist’s CTA Engagement Contract for the purposes of Clause 24:09(B).

There is no admission fee for the DWP.

(i) **Director’s Fee**

The fee for DWP Directors for this event shall be as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015-2018</td>
<td>$2,273.50</td>
</tr>
<tr>
<td>2016</td>
<td>$2,319.00</td>
</tr>
<tr>
<td>2017</td>
<td>$2,365.50</td>
</tr>
</tbody>
</table>

In the event the DWP exceeds three (3) weeks, the Director’s Fees will then be subject to additional remuneration per Clause 57:01(A) of the Addendum.

(ii) **Scheduling**

Scheduling is at the discretion of the Festival. When the Artist is asked to participate they shall be provided with the anticipated schedule, which shall include anticipated start and presentation dates and the total number of hours. When the Artist agrees to participate, the anticipated schedule information shall be included in a rider to the Artist’s CTA Engagement Contract, and a copy filed with Equity (it being understood that the schedule is subject to change).

(iii) **CTA Engagement Contracts**

Each DWP Director will be given a CTA Engagement Contract. Non-Equity Directors shall be given the choice of joining Equity.

(iv) **Additional Fees**

Only Actors, Stage Managers and Assistant Stage Managers whose contracts continue through the duration of the DWP may be asked to participate, it being understood that the Festival may (in its sole discretion) elect to offer to extend an Artist’s CTA Engagement Contract in order to allow that Artist to participate in the DWP. Stage Managers and Actors shall not receive additional compensation except in the event that any amounts are due as a result of additional services rendered (i.e. triggered by any infringement of regular CTA rehearsal clauses). Weekly fees for Assistant Stage Managers who are engaged as Stage Managers for a DWP scene shall be increased to the applicable minimum Stage Manager fee per Clause 63:07.

(v) **Production Stage Manager**

The Production Stage Manager is contracted for the duration of the DWP at the applicable rates per Clause 63:07. The Production Stage Manager shall be guaranteed a minimum of two (2) weeks of prep. The Production Stage Manager may stage manage one scene without additional compensation.

(vi) **Assistant Stage Manager**

There shall be at least one dedicated Assistant Stage Manager for the DWP. The Assistant Stage Manager shall not be required to attend all rehearsals, but shall attend all onstage rehearsals. The Assistant Stage Manager is contracted for the duration of the DWP at the applicable rates per Clause 63:07. The Assistant Stage Manager shall be guaranteed a minimum of one (1) week of prep.
(vii) Performance Elements

DWP scenes are in no way designed to be a finished production. There is to be no pressure on the Artist to produce a finished performance, nor on the Stage Manager to organize a finished production.

60:05 Directors Royalty

(B) Amount of ADDITION

The royalty identified in the CTA for exceeding ninety six (96) performances does not apply to productions at the Festival.

(C) Revival AMENDMENT

(i) Directs Revival

If the original Director directs the revival, said Director shall receive a fee of no less than three-fourths (3/4) of the original directing fee and a royalty commensurate with the original negotiated royalty as per Clauses 60:05(A) and (B) which in no case shall be less than as specified below, per performance. Should the Director be offered a second production in the same season, the minimum fee for the revival shall be no less than one-half (1/2) the original fee plus the aforementioned royalty.

<table>
<thead>
<tr>
<th>2015-2018</th>
<th>Minimum Royalty per Performance</th>
</tr>
</thead>
<tbody>
<tr>
<td>$75.25</td>
<td></td>
</tr>
</tbody>
</table>

60:13 Training and Professional Development AMENDMENT

In the interests of the training and professional development of Canadian Directors, whenever a non-Canadian (or non-permanent resident of Canada) is engaged as a Director for a production at the Stratford Festival, the Festival shall create a position of Assistant Director which shall be offered to a Canadian member of Equity. In the event that a Canadian member of Equity is not engaged as an Assistant Director, Equity may request a list of members who were offered and declined the position. This position may or may not be on the same production, as long as there are at least as many Canadian Assistant Directors in the season as non-Canadian Directors.

61:00 FIGHT DIRECTORS

61:04 Minimum Fees for Fight Directors AMENDMENT

<table>
<thead>
<tr>
<th>2015-2018</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly, per hour</td>
<td>$137.50</td>
<td>$140.25</td>
<td>$143.00</td>
</tr>
<tr>
<td>Daily, per day</td>
<td>$658.00</td>
<td>$671.25</td>
<td>$684.75</td>
</tr>
<tr>
<td>Engagement of one week or more, per week</td>
<td>$3,291.50</td>
<td>$3,357.25</td>
<td>$3,424.50</td>
</tr>
<tr>
<td>Per production</td>
<td>$8,379.25</td>
<td>$8,546.75</td>
<td>$8,717.75</td>
</tr>
</tbody>
</table>

61:10 Fight Captain

(B) Responsibilities AMENDMENT

To observe fight rehearsals in order to become completely familiar with the fight choreography and the artistic spirit and safety concerns of the Fight Director. It is the spirit of this Clause that the Fight Captain should observe all fight rehearsals, however it is understood that within the repertory situation there may be occasional circumstances where the Fight Captain may not be available due to conflicting rehearsals.
(C) Remuneration

A Fight Captain shall be free to negotiate remuneration above the minimum in Clause 16:13 as appropriate to the work required and acceptable to him/her, which shall not be less than as specified below per week.

| 2015-2018 | 
| --- | --- |
| Fight Captain Minimum Fee | $58.00 |

62:00 CHOREOGRAPHERS

62:04 Minimum Fees for Choreographers

<table>
<thead>
<tr>
<th>2015-2018</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Choreographer</td>
<td>$11,119.25</td>
<td>$11,341.50</td>
<td>$11,568.50</td>
</tr>
<tr>
<td>Special Category, per Week</td>
<td>$1,641.50</td>
<td>$1,674.25</td>
<td>$1,707.75</td>
</tr>
</tbody>
</table>

62:07 Choreographer's Royalty

(A) Requirement For ADDITION

The royalty identified in the CTA for exceeding ninety six (96) performances does not apply to productions at the Festival.

(C) Revival

(i) Choreographs Revival AMENDMENT

If the original choreographer choreographs the revival, said Choreographer shall receive a fee of no less than three-fourths (3/4) of the original choreographing fee and a royalty commensurate with the original negotiated royalty as per Clause 62:07(A) and (B) which in no case shall be less than as specified below per performance. Should the choreographer be offered a second production in the same season, the minimum fee for the revival shall be no less than one-half (1/2) the original fee plus the aforementioned royalty.

| 2015-2018 | 
| --- | --- |
| Minimum Royalty per Performance | $75.25 |

62:10 Dance Captain

(C) Remuneration AMENDMENT

A Dance Captain for a non-musical production shall be free to negotiate remuneration above the minimums in Clause 16:14 as appropriate to the work required and acceptable to him/her, which shall not be less than as specified below per week.

| 2015-2018 | 
| --- | --- |
| Dance Captain Minimum Fee for a Non-Musical Production | $58.00 |

A Dance Captain for a musical production shall be free to negotiate remuneration above the minimums in Clause 16:14 as appropriate to the work required and acceptable to him/her, which shall not be less than as specified below per week.

| 2015-2018 | 
| --- | --- |
| Dance Captain Minimum Fee for a Musical Production | $79.25 |
63:05 Stage Management Staffing Formulae

There shall be at least one (1) Production Stage Manager for each venue. The Production Stage Manager may stage manage one (1) production at a time. The Production Stage Manager may stage manage consecutive productions. However, when a single production only is in rehearsal for a venue prior to, or in performance at the end of, the season, a Production Stage Manager is not required for the specific venue in question.

There shall be at least one (1) Production Stage Manager or Stage Manager assigned to stage manage each production. In the case where the Production Stage Manager is assigned to stage manage or assistant stage manage a production, the assignment must be agreed to prior to the signing of the CTA Engagement Contract and the assignment must appear on the face of the CTA Engagement Contract.

Furthermore, there shall be at least one (1) Assistant Stage Manager engaged for each production. Stage Managers and Assistant Stage Managers may be assigned to two (2) or more consecutive or concurrent productions. For productions that begin rehearsing before the first public performance of the Festival’s season, the Stage Manager and the First Assistant Stage Manager (“Props” ASM) will attend every rehearsal and performance. For productions that begin rehearsing after the first public performance of the Festival’s season, the Stage Manager will attend every rehearsal and the “Props” ASM will attend every “priority” rehearsal. Both the Stage Manager and “Props” ASM must attend all performances.

If the Stage Manager is not available, a line run rehearsal for understudies may be conducted by any Assistant Stage Manager contracted for the production.

In any event, all Theatres will engage sufficient Artists to ensure the safe and efficient running of a production. To this end, the Production Stage Managers and the Festival will thoroughly discuss the Stage Management staff planning for each production prior to the start of rehearsals.

63:06 Engagement

(A) Term of Engagement

The Production Stage Manager at the Festival Theatre shall be engaged no less than two (2) weeks prior to the commencement of the first rehearsal. All other Production Stage Managers (when required by the Addendum) shall be engaged for a minimum of two weeks prior to the commencement of rehearsals in that venue. The Production Stage Manager shall be remunerated for these two (2) additional days at the rate of one-sixth (1/6) of his/her contractual fee per day.

All Stage Managers shall be engaged one (1) week prior to the commencement of rehearsals unless the Festival and Equity agree that the period may be shorter. All replacement Stage Managers shall be hired one (1) week prior to the date on which they are to take over the production, unless the Festival and Equity agree that the period may be shorter.

All Assistant Stage Managers shall be engaged for a minimum of one (1) week prior to the first rehearsal for their first production unless the cast size is one (1), in which case the minimum engagement period shall be one (1) day prior to the first rehearsal.
Where the Assistant Stage Manager is a resident in the Festival's point of origin, the preparation day(s) may be scheduled in consultation with the Stage Manager, and shall be mutually agreed upon. The Assistant Stage Manager shall be remunerated for the day(s) at the rate of one-sixth (1/6) of his/her contractual fee per day. In all other cases, the Assistant Stage Manager will be paid one-sixth (1/6) of his/her contractual fee per day, but may not be required by the Festival to report to the Festival sooner than the required number of day(s) prior to the beginning of rehearsal.

It is recognized that to meet the particular needs of each venue and/or specific productions, the engagement period for Stage Management may exceed the minimums outlined above and will be considered prior to contracting.

Should the Festival wish to secure the services of an Equity Apprentice Stage Manager, whenever possible, the Apprentice will be engaged to assist the Stage Manager for three (3) days during the pre-production week.

All Equity Stage Management Artists shall be paid one-seventh (1/7) of their contractual fee for each day or portion thereof on which their services are required prior to the commencement or after the termination of their contracts.

63:07 Minimum Fees

The minimum fee for an engagement week, for both rehearsal and performance, shall be as specified below:

<table>
<thead>
<tr>
<th></th>
<th>2015-2016</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Production Stage Manager</td>
<td>$1,635.00</td>
<td>$1,667.75</td>
<td>$1,701.00</td>
<td></td>
</tr>
<tr>
<td>Stage Manager (1st and 2nd Years)</td>
<td>$1,427.00</td>
<td>$1,455.50</td>
<td>$1,484.50</td>
<td></td>
</tr>
<tr>
<td>Stage Manager (3rd and Subsequent Years)</td>
<td>$1,544.75</td>
<td>$1,575.75</td>
<td>$1,607.25</td>
<td></td>
</tr>
<tr>
<td>Assistant Stage Manager (1st and 2nd Years)</td>
<td>$1,189.25</td>
<td>$1,213.00</td>
<td>$1,237.25</td>
<td></td>
</tr>
<tr>
<td>Assistant Stage Manager (3rd and Subsequent Years)</td>
<td>$1,301.00</td>
<td>$1,327.00</td>
<td>$1,353.50</td>
<td></td>
</tr>
</tbody>
</table>

The above weekly fees represent minimums. The Festival will consider the Artist's years of service, workload, and experience in negotiating individual contracts.

63:08 Benefits

(A) Additional Benefits

An Artist engaged under the terms of Article 63:00 shall be eligible to receive all additional employee benefits that the Festival provides to its seasonal employees, who are not subject to a collective agreement, based upon length of service or other similar criteria established by the Festival for those benefits.

Appendix V (Side Letter on the Application of Clause 63:08) does not apply to the Festival.

(B) Vacation Pay

The Artist shall accrue vacation pay at the rate specified in Clause 63:08(B) of the CTA, or at the rate paid by the Festival to its other seasonal employees if that is higher.
(C) RRSP ADDITION
The Festival will deduct three (3%) percent of the Artist’s contractual fee, to which the Festival will add its own contribution of three (3%) of the contractual fee, for a total contribution of six (6%) percent. This amount shall be increased where the Artist opts and qualifies for additional RRSP contributions offered by the Festival to its other seasonal employees.

(D) Accident and Sickness Insurance ADDITION
Benefits are provided for accidental loss of life, limb or sight (including Extraordinary Risks as defined in Clause 18:19) and loss of income due to an accident or sickness for members of Equity engaged to a CTA Engagement Contract or any interim contract approved by Equity (full details of the current policy are available from Equity). A rider stipulating an Extraordinary Risk must be included in the Artist’s CTA Engagement Contract whenever an Artist is exposed to such risk (see Clause 18:19).

(i) Premium
The Festival shall pay the appropriate premium as determined by Equity per Artist per week. Equity shall notify the Festival of any change to the insurance premium at least one hundred and twenty (120) days in advance.

(E) Group Insurance Benefits offered by the Festival ADDITION
Where the Artist qualifies for Group Insurance Benefits offered by the Festival to its seasonal employees which exceeds the coverage provided by Equity’s Accident and Sickness Insurance, the Artist may elect to be covered by the Festival’s group insurance plan on the same basis. Such election shall be confirmed in writing, and attached to the Artist’s CTA Engagement Contract.

The cost of the group insurance premium shall be paid by the Festival, except where the Festival’s policy provides for a shared cost with the employee, of up to fifty percent (50%) of the applicable premium, and the Festival shall not be required to pay the Equity Accident and Sickness Insurance premium in Clause 63:08(D)(i). Shared costs for the year shall be determined at the time of contracting, and deducted in equal instalments from the employee’s weekly fee. It is understood that certain coverage offered by the Festival requires participation on a year-round basis in order to be eligible for said coverage. Upon request from the Artist, the Festival shall provide the full details of the insurance coverage, including premium costs and conditions of coverage.

The Festival reserves the right to amend or discontinue its Group Insurance Benefits and may do so by providing notice to all affected employees and Equity at least one hundred and twenty (120) days in advance of such changes. Changes to premiums will be recalculated on an annual basis at the beginning of the employee’s CTA Engagement Contract. At such time, any affected employee may elect to resume coverage under the Equity Accident and Sickness Plan pursuant to Clause 63:08(D)(i) as of the effective date of the change. Such election shall be confirmed in writing, and attached to the Artist’s CTA Engagement Contract.

(F) Pregnancy and Parental Leave ADDITION
The Festival will release an Artist from his/her CTA Engagement Contract for up to two (2) days without loss of fee to enable the Artist to attend to the birth of his/her child, or the child’s coming to custody of the parent. The Artist will give as much notice as possible but not less than four (4) weeks, except in the case of a medical emergency.
Otherwise, the Festival confirms its obligations to grant a leave of absence for pregnancy and/or parental leave for stage management as provided for in the Employment Standards Act. The Artist will give as much notice as possible but not less than four (4) weeks, except in the case of a medical emergency.

63:09 Statutory Holidays

AMENDMENT

Equity Stage Management Artists will be compensated for statutory holidays as outlined in the Employment Standards Act (ESA) of Ontario. Where a member of Equity Stage Management is required to work on any statutory holiday, he/she shall additionally receive premium pay as outlined in the ESA multiplied by the actual hours worked on the holiday.

Equity Stage Management will be required to work on the statutory holiday if required by the published rehearsal or performance schedule. In all other cases, the Director of Production will be advised in advance by the Production Stage Manager(s) which Equity Stage Management in their theatre are required to work on the statutory holiday.

The Festival may, with one (1) months' written notice, designate a day off in lieu of the holiday, which shall satisfy the ESA requirements to provide a day off in lieu of the holiday. The day off in lieu can only be exercised after the Artists' final opening, excluding the Director's Workshop presentation. Such designated day off will not necessarily be the same for the entire stage management staff, but in no case can it reduce the minimum staffing requirements in Clause 63:05. Such designated day off shall occur within two weeks after the statutory holiday or alternately be abutted to a regular day off within four (4) weeks after the statutory holiday.

63:11 Production Stage Manager

ADDITION

The Production Stage Manager is responsible for and oversees the operation of the Stage Management Department and provides support and assistance in maintaining the standards within the department as it relates to the Festival. The PSM will also produce schedules based on the needs of a particular show and activities in the theatre.

63:13 Stage Management Apprentice

AMENDMENT

Preamble does not apply to the Festival.

(A) Registration

AMENDMENT

The Festival 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. The affidavit and resume shall be accompanied by a fee to be determined by Equity, seventy-five dollars ($75.00) of which shall paid by the Festival, for each production for which the Apprentice has been hired.

(B) Maximum Number

Does not apply to the Festival

(C) Fee Paid to Apprentice Stage Manager

Does not apply to the Festival.

63:15 Duties and responsibilities of Stage Management

AMENDMENT

(K) Show Reports

During the rehearsal period, the Stage Manager shall communicate with the Festival's designated representative about running times and any problems in the artistic or technical elements of the production. During performance this communication must be written and filed with the Festival's representatives (up to eight (8) senior managers as designated by the Festival, and on the request of the Festival, the Musical Director and the Director of the production) in the form of a daily show report. Additionally, PACT and/or Equity may request, with a reasonable cause, a copy of the daily show report. Such request will not be unreasonably withheld.
The Stage Management show report shall be treated as confidential. Nevertheless, when an Artist receives a reprimand or complaint from the Festival based on the report, the Artist has the right to access any portion of the report which may have been the basis for the reprimand or complaint, and the Stage Manager shall be so informed immediately.

(R) **Sound Operation**  
In rehearsal, the Artist may be required to operate a minimal amount of sound cues which are integral to the movement or blocking of the Actors up to a maximum of eight (8) cues.

63:16 **Other Duties**  
(E) **Running Props/Purchase and Preparation**  
Does not apply to the Festival.

63:17 **Additional Duties**  
(A) **Lights and Sound**  
Where the Festival requires Stage Management Artists to operate lights, and/or sound cues in excess of the provisions of Clause 63:15(R) of the Addendum, the Artist shall be compensated by a fee not less than as specified below per week of rehearsal prior to rehearsals moving into the theatre.

<table>
<thead>
<tr>
<th>2015-2018</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Duties - Light and Sound</td>
<td>$77.00</td>
</tr>
</tbody>
</table>

63:19 **Rehearsal and Performance Conditions**  
(B) **Preparation Time**  
The following are the maximum hours an Artist may be required to work:

(i) **Rehearsal only day**  
Seven (7) out of eight-and-a-half (8-1/2) hours of rehearsal plus a maximum combined total of two (2) hours of pre- and post-rehearsal work, plus allowable preparation time during the meal period, as scheduled by the Stage Manager,

(ii) **Extended Rehearsal day**  
Ten (10) out of twelve (12) hours of rehearsal plus a maximum combined total of two (2) hours of pre- and post-rehearsal work, plus allowable preparation time during the meal period, as scheduled by the Stage Manager,

(iii) **Performances one (1) and two (2) show days**  
(a) arrive up to one-and-a-half (1-1/2) hours before curtain  
(b) depart no later than thirty (30) minutes after curtain down  
   (when clean up and show report done)  
(c) during Previews depart no later than one (1) hour after curtain down  
(d) on a two (2) show day there must be a minimum of a one (1) hour meal break between shows  

(iv) **Rehearsal then Performance day**  
(a) arrive one (1) hour before rehearsal  
(b) one (1) continuous rehearsal call of up to five (5) hours  
(c) minimum one (1) hour meal break  
(d) setup for performance  
(e) performance  
(f) depart no later than thirty (30) minutes after curtain down  
   (when clean up and show report done)  
(g) during Previews depart no later than one (1) hour after curtain down
(v) Performance then Rehearsal day
   (a) arrive up to one-and-a-half (1-1/2) hours before curtain
   (b) performance
   (c) at curtain down - clean up and show report (maximum thirty (30) minutes)
   (d) minimum one (1) hour meal break
   (e) set up for rehearsal (maximum one (1) hour)
   (f) one continuous rehearsal call of up to five (5) hours
   (g) leave as soon as is possible after rehearsal (maximum thirty (30) minutes)

(vi) Production Stage Manager
A Production Stage Manager may be required to work up to a maximum of two (2) hours in addition to the hours outlined above without additional payment.
Notwithstanding the above, additional payment will be required in accordance with Clause 63:19(C) if the span of the day exceeds thirteen (13) hours.

(D) Travel Between Locations for Stage Management
ADDITION
Whatever time is required by the Stage Management Artist to move from one rehearsal or performance location to another will be considered as part of the working day and must be paid for as such.

63:20 Stage Management Overtime

(A) Approval
AMENDMENT
Any overtime incurred for work in excess of the hours outlined in Clause 63:19(B), and any overtime which would result from other Stage Management scheduling decisions, must be approved by the Festival's designated representative.
If the Festival's designated representative is not available for such approval, and the working of such overtime is deemed necessary by the Stage Manager or Production Stage Manager, such overtime may be approved at the discretion of the Stage Manager or Production Stage Manager, in which case he/she shall inform the Festival's designated representative of such overtime in a timely fashion. Stage Management will schedule its work time so as to incur the minimum required overtime. Assistant Stage Managers will only perform duties assigned by the Stage Manager.
Additional payments required by employment standards legislation for work which takes place during regular hours as provided for in this Agreement shall be deemed approved by the Festival. Preparation time (See Clause 63:19(B)) shall not apply on a day when the Artist has no official call (i.e. rehearsal, performance, production meeting, etc.), however the Artist may work up to the maximum allowable rehearsal hours for that day. When an Artist has been called for less than five (5) hours of rehearsal (or another call such as a production meeting, cuing session, etc) on a single performance day, the Artist may work up to the maximum allowable rehearsal hours for that day in addition to the applicable preparation time. Except as outlined above, the Stage Manager must receive prior approval for any increase to the preparation time specified in Clause 63:19(B).
Except in the case of penalties such as meal infringement or overnight rest, overtime payment for work in excess of the daily maximums of this Agreement and in excess of the weekly maximums of this Agreement shall not be compounded unless specifically required in accordance with the legislation or where explicitly required in this Agreement.
It is understood that any additional payments required by the Employment Standards Act will not be determined until the end of the individual Artist’s averaging period which shall be no longer than the maximum averaging period as determined by the Ministry of Labour. Stage Management Artists will be required to keep and submit timesheets on a weekly basis to the Festival.

(C) **Regular Overtime Rates**  
**AMENDMENT**  
Except as specified elsewhere in this Agreement, the regular overtime rate shall be as specified below per half (1/2) hour or part thereof.

<table>
<thead>
<tr>
<th>2015-2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Overtime Rate - First 1/2 Hour</td>
</tr>
<tr>
<td>Regular Overtime Rate - Subsequent 1/2 Hour</td>
</tr>
</tbody>
</table>

(E) **Excess of Span**  
**AMENDMENT**  
Overtime for work in excess of the stage management working day per Clause 63:19(A) is calculated at the rate(s) provided in Clause 63:20(C). If the span of the day exceeds thirteen (13) hours, additional work will be compensated at a rate as specified below per half (1/2) hour or part thereof.

<table>
<thead>
<tr>
<th>2015-2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excess of Span</td>
</tr>
</tbody>
</table>

Payments provided for meal (Clause 63:20(G)) and rest (Clause 63:20(F)) infringements are, if applicable, in addition to payments contained in Clauses 63:20(C) and this Clause 63:20(E).

(F) **Overnight Rest**  
**AMENDMENT**  
All Equity Stage Management Artists must have an eleven-and-a-half (11 1/2) hour rest period within each twenty-four (24) hour period. For any invasion of the rest period, the Festival agrees to pay the Artist as specified below for the first half (1/2) hour or part thereof, for the second half (1/2) hour or part thereof, and for each additional half (1/2) hour or part thereof.

<table>
<thead>
<tr>
<th>2015-2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rest Period Invasion - First 1/2 Hour</td>
</tr>
<tr>
<td>Rest Period Invasion - Second 1/2 Hour</td>
</tr>
<tr>
<td>Each additional Half Hour</td>
</tr>
</tbody>
</table>

63:25 **Preserved Performances (Recordings and Broadcasts)**  
(A) **Payment**  
(i) Visual Recordings or Broadcast of a Production in Whole or in Part  
(e) **Production Stage Manager**  
**ADDITION**  
The Production Stage Manager, under whose supervision the production was mounted, shall be entitled to the minimum payment provisions of Clause 63:25(A).
63:27 Stage Management Understudy Assignment

AMENDMENT

Notwithstanding the provisions of Clause 63:06(B), and for the purposes of performances only, an Artist may be engaged at the time of contracting to understudy up to three (3) other stage management assignments. The Artist may be engaged only to understudy in a production provided that the Artist is not engaged for more than three (3) concurrent productions at any given time (not including workshops and readings activities). Notwithstanding the above, the Production Stage Manager of a venue may be engaged to understudy any ASM track in that venue if there is only one ASM on that show, up to a maximum of four (4) understudy assignments in total. Otherwise, if there is more than one ASM, the Production Stage Manager may only be engaged to understudy the Book ASM.

Such understudy assignments may be left open at the time of contracting, to be confirmed by mutual agreement between the Artist and the Festival, in writing prior to the first rehearsal of the production ("T.B.C."). Should the Artist agree to accept an understudy assignment not anticipated in the original CTA Engagement Contract or an understudy assignment which is confirmed or negotiated following the first rehearsal of the production, it shall be considered an additional duty and the Artist shall negotiate satisfactory additional compensation which shall not be less than the rate specified in Clause 16:11(A).

The Festival shall provide sufficient rehearsal for the Artist to learn the stage management understudy assignment(s), which shall culminate in the understudy Artist shadowing the Stage Manager or Assistant Stage Manager for at least one performance or one complete dress run through rehearsal on stage, during which the understudy Artist shall not be required to perform his/her usual duties. When the Artist is required to perform his/her understudy assignment, the Artist shall be relieved of his/her regular duties. For each such performance, the Artist shall be paid an additional one-eighth (1/8) of his/her weekly contractual fee, or one-eighth (1/8) of the minimum fee applicable to the understudy assignment, whichever is greater.

(A) PSM Cover

ADDITION

An Artist engaged as a Stage Manager (3rd and subsequent years) may be additionally engaged as a “PSM Cover” for a particular venue, and shall negotiate satisfactory additional compensation for such duty in accordance with Clause 63:16 (Other Duties). An Artist engaged as a “PSM Cover” may be asked from time to time by the Production Stage Manager to cover office hours in the absence of the Production Stage Manager. These arrangements shall be made by mutual agreement between the Artists. Such hours of work shall be recorded by the Artist for ESA purposes, but otherwise shall be in addition to the Artist’s regular hours of work. Where additional payment would have been required for the Production Stage Manager for excess hours under the Addendum, the “PSM Cover” shall receive equivalent additional compensation instead.

It is recognized by both parties that Production Stage Managers may work extensive overtime during the season and that during the later part of the season the PSM cover may be engaged on a more regular basis.

63:28 Emergency Replacement Rehearsals

ADDITION

Should Stage Management Artists be required to conduct an emergency rehearsal (See Clauses 18:17, 24:10) to prepare an Understudy to perform prior to the onstage understudy run-through, or an Artist engaged as an emergency replacement (See Clause 40:04), such Stage Management Artist shall be additionally paid at the overtime rate outlined in Clause 63:20(C) for such rehearsal.
65:00 TERM OF AGREEMENT AMENDMENT

The Festival agrees that the Canadian Theatre Agreement which became effective on June 29, 2015 and expires on June 24, 2018 shall govern its engagement of members of Canadian Actors’ Equity Association beginning December 1, 2015, and continue to govern such engagement until November 30, 2018, understanding that the Addendum is, and will continue to be, an integral part of that Agreement.
<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Additional Services Remuneration</td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>first half-hour</td>
<td>$22.50</td>
</tr>
<tr>
<td>b</td>
<td>next half-hour</td>
<td>$26.50</td>
</tr>
<tr>
<td>2</td>
<td>Double Additional Services Remuneration</td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>first half-hour</td>
<td>$45.00</td>
</tr>
<tr>
<td>b</td>
<td>next half-hour</td>
<td>$52.75</td>
</tr>
<tr>
<td>3</td>
<td>Overnight Rest Penalty</td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>first half-hour</td>
<td>$28.25</td>
</tr>
<tr>
<td>b</td>
<td>second half-hour</td>
<td>$28.50</td>
</tr>
<tr>
<td>c</td>
<td>next &amp; subsequent half-hour</td>
<td>$29.50</td>
</tr>
<tr>
<td>4</td>
<td>Emergency Rehearsal on Free Day</td>
<td>per hour</td>
</tr>
<tr>
<td></td>
<td>$42.50</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Rehearsal on Free Day</td>
<td>per hour</td>
</tr>
<tr>
<td>a</td>
<td>$72.50</td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>per hour (after 8/9)</td>
<td>$126.75</td>
</tr>
<tr>
<td>6</td>
<td>Invasion of Free Time between Rehearsal &amp; Performance</td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>first half-hour</td>
<td>$21.25</td>
</tr>
<tr>
<td>b</td>
<td>second half-hour</td>
<td>$26.00</td>
</tr>
<tr>
<td>c</td>
<td>third half-hour</td>
<td>$52.50</td>
</tr>
<tr>
<td>7</td>
<td>Breaks between Performances</td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>inv. of first half-hour</td>
<td>$18.25</td>
</tr>
<tr>
<td>b</td>
<td>next half-hour</td>
<td>$47.75</td>
</tr>
<tr>
<td>8</td>
<td>Alternative</td>
<td>$59.25</td>
</tr>
</tbody>
</table>
APPENDIX A  LETTER OF UNDERSTANDING BETWEEN:
Stratford Festival of Canada ("Festival") and Canadian Actors' Equity Association ("Equity")

As both parties agree that working collaboratively is in their best interests, the Festival will continue to commission a working group to consult, and provide input and guidance on the scheduling and other related pertinent issues.

This group will be comprised of:

- one Stage Manager
- one Production Stage Manager
- one Actor
- one Director (not the Artistic Director)
- the Executive Director or Designate
- the Director of Production
- Creative Planning Director
- one Technical Director
- any other person at the request of the group

This group will meet on a regular basis and no less than four times per calendar year. The members of the working group will be chosen by mutual agreement (between the Festival and Equity) in January of each year and terms will last a minimum of one year. Equity members of the working group will be compensated on an hourly basis at a rate equal to the additional services fee on line one (1) of Schedule “A” of the Addendum.

Goals of this working group will be as follows:

- to suggest new and innovative ways to improve the current scheduling including addressing the issues of:
  - available resources
  - extended rehearsal days
  - scheduling of tech and dress rehearsals
  - total number of priority rehearsal hours
  - to work with management to optimize the use of resources in support of the Festival season
  - to review the ongoing developments of the master schedule
  - to suggest areas where additional resources could be used/distributed differently, or alternatively, to identify where additional resources are required.

At times this group will be provided with confidential information and it is understood that all confidential information provided to the working group will remain as such.

In addition to the meetings provided for herein, the group shall meet annually in October to review the recommendations advanced by the Equity participants to the group. This meeting shall be attended by the Executive Director of the Festival and a staff representative from Equity. The purpose of the meeting is to explore all recommendations forwarded whether acted upon or not. The meeting will be minuted and a copy of the minutes filed with Equity in a timely fashion.
APPENDIX B  SIDE LETTER TO THE 2015-2018 STRATFORD FESTIVAL ADDENDUM TO THE CANADIAN THEATRE AGREEMENT ADDITION

Canadian Actors’ Equity Association agrees to support an application or applications from the Festival to the Ministry of Labour to continue to average hours of work for ESA purposes over the length of the Stage Management Artist’s CTA Engagement Contract, up to a period of forty (40) weeks, for the term of the 2015-2018 Addendum, December 1, 2015 through November 30, 2018.

APPENDIX C  SIDE LETTER TO THE 2015-2018 STRATFORD FESTIVAL ADDENDUM TO THE CANADIAN THEATRE AGREEMENT, TASK FORCE ADDITION

Both parties agree that understudying at the Festival is a critical component of maintaining the artistic quality of the productions and that the practices around understudy preparation and rehearsals at the Festival deserve continued attention and discussion. In that light, the Understudy Task Force, established in 2012, will remain in effect throughout the term of the current Addendum.

The task force group shall consist of, at minimum, the Creative Planning Director and one other management member, one Production Stage Manager, two Stage Managers (one of which shall specialize in musical theatre), and two Actors (one of which shall specialize in musical theatre). A representative of Equity is welcome to attend any or all meetings if available.

The purpose of this group is to discuss matters directly relating to understudying at the Festival: such matters include (but are not limited to) the amount of allocated rehearsals, the timing of when such rehearsals are scheduled, effectively communicating the Festival’s understudy policies to the company (particularly new company members), the timing of when Actors are informed of their understudy assignments, etc.

Based on the recommendations brought forward by the Task Force in 2013, and notwithstanding the terms and conditions outlined in Clauses 39:02(A) and 39:02(B), both parties agree to adhere to the following terms during the life of the current Addendum:

(i) The Festival will make best efforts to schedule at least one (1) additional off-stage understudy blocking rehearsal of at least three (3) hours in length for each production which is understudied.

(ii) If the above condition is met, then it is agreed that the onstage understudy events for that production may be scheduled for four-and-a-half (4-1/2) hours.
APPENDIX D  Stratford HD  ADDITION

Anything else to the contrary notwithstanding, the Festival may produce audio-visual recordings of its productions on the following terms in lieu of any conflicting terms in CTA Clause 46:06:

(i) The Festival will provide no less than three (3) weeks written notice of filming to the Artists, Equity and ACTRA
(ii) The Festival will cover all ACTRA joining and permit fees for new members, and reinstatement from withdrawal for ACTRA members
(iii) The Festival will provide each Artist involved in the recording a complimentary copy of the finished DVD of that show
(iv) The recording credit sequence shall acknowledge that the Artists are Equity members and that “the recording was made possible with the generous support of Canadian Actors’ Equity Association” and shall include a copy of Equity’s logo

(A) Actors Pre-recorded – on an ACTRA contract
   (i) 115% of one week’s contractual Equity fee allows for ten (10) hours of time for all capture, including the Production, “Making Of” material, interviews, backstage, rehearsal material or material that is subsequently used in games or apps
   (ii) 50% of the fee, plus an additional $250 in connection with potential Audio use, as an advance against a pro-rata share of 5.6% of aggregate Distributor’s Gross Revenue (“DGR”) earned from all uses exclusive of games and apps
   (iii) Overtime shall be paid at 150% of hourly ACTRA fee (see (A)(i)), calculated in half-hour increments – hourly is based on a forty-two (42) hour week (i.e. 150% of 1/42nd of 115% of one week’s contractual Equity fee)
   (iv) Any additional days of filming of the Production (eight (8) hours) paid at the ACTRA IPA scale in effect at the time of the recording
   (v) In the event that a separate call is required to capture interviews or other ancillary material in which the Artist does not appear in character, such calls will be paid at an hourly rate of 150% of 1/42nd of 115% of one week’s contractual Equity fee, for a minimum four (4) hour call
   (vi) Specific use fees for games or apps will be negotiated at the time of use based on a share of DGR derived in connection with the specific use
   (vii) Benefits – 12% ACTRA I&R paid by the Engager plus 5% ACTRA Admin fee plus 0.5% PRS
   (viii) All Actors (including non-appearing understudies and swings) engaged on a CTA Engagement Contract for the production being filmed at the time of filming shall be offered an ACTRA contract for the filming
   (ix) HD make-up – The Festival will make every effort to factor additional prep time for HD makeup into the allowed hours. If the day goes longer than scheduled, then the appropriate Overtime rate shall apply

(B) Actors Simulcast – on an ACTRA contract
   (i) 125% of one week’s contractual Equity fee allows for eighteen (18) hours of time for all capture, including the Production, “Making Of” material, interviews, backstage, rehearsal material or material that is subsequently used in games or apps
   (ii) 50% of the fee, plus an additional $250 in connection with potential Audio use, as an advance against a pro-rata share of 5.6% of aggregate DGR earned from all uses exclusive of games and apps
   (iii) Overtime shall be paid at 150% of hourly ACTRA fee (see (B)(i)), calculated in half-hour increments – hourly is based on a 42 hour week (i.e. 150% of 1/42nd of 125% of one week’s contractual Equity fee)
   (iv) Any additional days of filming of the Production (eight (8) hours) paid at the ACTRA IPA scale in effect at the time of the recording
(v) In the event that a separate call is required to capture interviews or other ancillary material in which the Artist does not appear in character, such calls will be paid at an hourly rate of 150% of $1/42nd of 125% of one week’s contractual Equity fee, for a minimum four (4) hour call

(vi) Specific use fees for games or apps will be negotiated at the time of use based on a share of DGR derived in connection with the specific use

(vii) Benefits – 12% ACTRA I&R paid by the Engager plus 5% ACTRA Admin fee plus 0.5% PRS

(viii) All Actors (including non-appearing understudies and swings) engaged on a CTA Engagement Contract for the production being filmed at the time of filming shall be offered an ACTRA contract for the filming

(ix) In addition, should an Understudy have to go on for the camera rehearsal, then that Understudy will also do the shoot. If the contracted Artist does the camera rehearsal and is then unable to do the shoot, the Understudy will go on

(x) HD make-up – The Festival will make every effort to factor additional prep time for HD makeup into the allowed hours. If the day goes longer than scheduled, then the appropriate Overtime rate shall apply

(C) Stage Managers Pre-recorded – on a separate Equity Engagement Contract

(i) 115% of one week’s contractual Equity fee allows for ten (10) hours of time for all capture, including the Production, “Making Of” material, interviews, backstage, rehearsal material or material that is subsequently used in games or apps

(ii) In lieu of any advance or DGR, a payment equal to 50% of 115% of the minimum fee for Actors in effect at the time of the recording, as set forth in Clause 16:14 of the Stratford Addendum, shall apply

(iii) 21 (twenty-one) hours of prep guarantee for Stage Managers and seven (7) hours of prep guarantee for Production Stage Managers and Assistant Stage Managers shall apply. Additional hours may be added by mutual agreement of the Stage Manager and the Festival. Prep hours shall be tracked on a separate time sheet

(iv) Each hour of prep required by the Engager shall be paid at 1/42nd of Equity filming fee (see (C)(i)) (i.e. 1/42nd of 115% of one week’s contractual Equity fee)

(v) Overtime shall be paid at 150% of the hourly Pre-Recorded fee (see (C)(i)), calculated in half-hour increments – hourly is based on a forty-two (42) hour week (i.e. 150% of 1/42nd of 115% of one week’s contractual Equity fee)

(vi) Meal Infringements - 150% of the hourly Pre-Recorded fee (see (C)(i)) – hourly is based on a forty-two (42) hour week

(vii) Any additional days of filming of the Production (eight (8) hours) paid at the ACTRA IPA scale in effect at time of recording

(viii) All stage managers engaged on a CTA Engagement Contract for the production being filmed at the time of recording shall be offered a separate Independent Theatre Agreement (ITA) Engagement Contract for the filming

(ix) Benefits – ITA benefits paid by the Engager

(D) Stage Managers Simulcast – on a separate Equity Engagement Contract

(i) 125% of one week’s contractual Equity fee allows for eighteen (18) hours of time for all capture, including the Production, “Making Of” material, interviews, backstage, rehearsal material or material that is subsequently used in games or apps

(ii) In lieu of any advance or DGR, a payment equal to 50% of 125% of the minimum fee for Actors in effect at the time of the recording, as set forth in Clause 16:14 of the Stratford Addendum, shall apply
(iii) 21 (twenty-one) hours of prep guarantee for Stage Managers and 7 (seven) hours of prep guarantee for Production Stage Managers and Assistant Stage Managers shall apply. Additional hours may be added by mutual agreement of the Stage Managers and the Festival. Prep hours shall be tracked on a separate time sheet

(iv) Each hour of prep required by the Engager shall be paid at 1/42nd of Equity filming fee (see (D)(i)) (i.e. 1/42nd of 125% of one week’s contractual Equity fee)

(v) Overtime shall be paid at 150% of the hourly Simulcast fee (see (D)(i)), calculated in half-hour increments – hourly is based on a forty-two (42) hour week. (i.e. 150% of 1/42nd of 125% of one week’s contractual Equity fee)

(vi) Meal Infringements- 150% of the hourly Pre-Recorded fee (see (C)(i)) – hourly is based on a forty-two (42) hour week

(vii) Any additional days of filming of the Production eight (8) hours paid at the ACTRA IPA scale in effect at the time of the recording

(viii) All stage managers engaged on a CTA Engagement Contract for the production being filmed at the time of recording shall be offered a separate ITA Engagement Contract for the filming

(ix) Benefits – ITA benefits paid by the Engager

In addition, the Festival will agree to make reasonable efforts to offer the first option on suitable jobs to Assistant Stage Managers whose CTA Engagement Contracts on the show being filmed have ended, provided that it is understood that the Festival and its film production team have the sole right to make all additional hiring decisions, and to decide what constitutes a job suitable for these personnel. All stage management personnel who worked on the show, regardless of whether they ultimately end up working on the shoot, will receive a credit on the film.

(E) CHOREOGRAPHERS, FIGHT DIRECTORS (Stunt Coordinators per ACTRA) – on an ACTRA contract

(i) 35% of the initial contractual Equity fee, for up to three (3) hours of finished recording of the production (excluding intermission and pre-show/post-show/"Making Of" packages)

(ii) 50%of the fee as an advance against a pro-rata share of 5.6% of aggregate DGR earned from all uses exclusive of games and apps

(iii) Benefits - 12% ACTRA I&R paid by Engager plus 5% ACTRA Admin fee plus 0.5% PRS

(iv) NB - this compensation is for capture of the Artist’s work from the stage production; any additional services required in connection with the recording/simulcast shall be negotiated in good faith

(F) DIRECTORS– on a separate Equity Engagement Contract

(i) 52.5% of the original contractual Equity fee, for up to 3 hours of finished recording of the production (excluding intermission and pre-show/post-show/"Making Of" packages), as a separate ITA Engagement Contract

(ii) Compensation is for capture of the Artist’s work from the stage production. Directors may negotiate an appropriate fee for any required additional service, which shall be no less than the ACTRA minimum rate for either a Choreographer or Stunt Coordinator, whichever is higher

(iii) Benefits - ITA benefits, paid by Engager

For the avoidance of doubt, it is understood that the amounts payable hereunder shall include any payments due to the contracted personnel in connection with the capture and use of material from the Production in trailers in any media to advertise, publicize or promote the films.

In addition, in the event that aggregate DGR from all uses of any production exceeds the aggregate expenses incurred to produce and distribute the products arising from that production (i.e. if any production recoups its costs), thereafter 12.5% of 100% of any subsequent DGR will be shared pro-rata among the participating ACTRA artists.
APPENDIX E    SIDE LETTER TO THE 2015-2018 STRATFORD ADDENDUM REGARDING ARTICLE 47:00 ADDITION

Equity and The Stratford Festival agree to continue discussions in conjunction with ACTRA for a Tri-partite Agreement to address the recording and broadcast of material for marketing purposes for the 2015-2018 Stratford Addendum. This Tri-partite Agreement will be ratified separately and be appended to, and form part of, this Agreement.

Until such time as the Tri-partite Agreement is in place, Article 47:00 remains in place and effect.

Best efforts shall be made to ratify this Agreement prior to the Opening Week of the 2016 Season.