NBCA

begins July 1, 2026 | terminates June 30, 2029

Canadian Actors' EQUITY Association

the national ballet of canada

NATIONAL BALLET OF CANADA AGREEMENT

2026 – 2029

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PREAMBLE

The National Ballet of Canada Agreement (hereinafter called "Agreement" or “NBCA”) applies to the National Ballet of Canada (hereinafter called "Engager") and Canadian Actors’ Equity Association (hereinafter called "Equity").

The term of this Agreement commences on July 1, 2026, and will terminate on June 30, 2029, provided that all contracts with Artists which expire after that date shall be deemed subject to such new Agreements as may be entered into between Equity and the Engager for the next or succeeding Seasons.

The paragraph headings and index used herein are inserted for convenience only and are not part of this Agreement.

1:00 ARTISTS COVERED

1:01 Recognition of Equity

The Engager hereby recognizes Equity as the exclusive collective bargaining agent for all Dancers, Narrators, Singers, Actors, Choreographers (as defined herein), Stage Managers and their Assistants, Fight Directors, Intimacy Directors/Consultants, Rehearsal Directors, and (if engaged for thirty (30) or more weeks in a Season) Resident Choreologists, Coaches, Repetiteurs (all hereinafter referred to collectively as “Artist”) engaged by the Engager.

Notwithstanding the above, a third party of self-contained choirs or choruses engaged by the National Ballet of Canada will be excluded.

1:02 Independent Contractor

The Artist acknowledges that they are an independent contractor and are responsible for all federal and provincial taxes and other government requirements with respect to all fees payable to the Artist under their NBCA engagement contract and all riders attached thereto.

At the request of the Artist and as directed by the Artist, the Engager will make such remittances on their behalf from fees payable to the Artist.

2:00 MEMBERSHIP IN EQUITY

2:01 Artists in Good Standing

The Engager agrees that, unless otherwise provided for herein, during the term of this Agreement all Artists engaged by the Engager will be members of Equity in good standing or will promptly become members of Equity in good standing. With the written permission of Equity, the Engager may engage ballet school students to augment productions in non-Principal, non-Soloist roles. Such ballet school students will not be required to become members of Equity. (See Article 15:00 Apprentice Dancers.)

2:02 Membership

Equity agrees that it will accept as a member of Equity any Artist the Engager wishes to engage (subject to Equity's Constitution and bylaws as they now exist or as they may hereafter be amended) with the exception of persons not eligible for membership. Nothing herein contained shall be deemed to limit the right of Equity to suspend, expel or otherwise discipline or refuse to admit any non-member pursuant to Equity's Constitution and bylaws. The Artist's prior obligations to the Engager under an NBCA engagement contract or otherwise are subject to the Artist's prior obligations to Equity and its Constitution and bylaws as they now exist or as they may hereafter be amended provided that the Constitution and bylaws do not increase the Engager's obligations or lessen its rights and privileges hereunder.

3:00 APPLICATION OF THE AGREEMENT

3:01 Application of the Agreement

The Engager agrees that the provisions of this Agreement shall apply to and inure to the benefit of all Artists engaged by the Engager or by an affiliate, subsidiary or the like, of the Engager, directly or indirectly, or through agents or independent contractors, notwithstanding anything herein to the contrary.

3:02 Parties Bound by Agreement

The Agreement shall, subject to the approval of Equity, be binding upon and shall inure to the benefit of the signatories hereto and all parties who by reason of merger, consolidation, reorganization, sales, assignments, transfer or the like, shall succeed to or be entitled to a substantial part of the business of any signatory, and the Engager agrees that its signature to this Agreement shall likewise bind any and all subsidiary or affiliated companies engaged in the production or management of opera, concerts, concert revues, ballets, recitals, oratories, or any other performance within Equity's jurisdiction.

4:00 INITIATION FEES AND DUES – DEDUCTION AND REMITTANCE

The Engager agrees that full initiation fees, assessments, fines and dues, including working dues as determined by Equity, payable to Equity shall be deducted from the compensation of the Artist and paid by the Engager to Equity upon written request of Equity provided, however, that the Engager shall first receive from each Artist written consent to such deduction. The consent shall be included in the NBCA engagement contract and shall be for the length of term as set forth therein which shall not be revocable for at least one (1) Season or until the termination of this Agreement, whichever first occurs. No other deductions whatsoever shall be made from the compensation of the Artist except such taxes or withholdings as are provided by law, and premium payments for group insurances as properly authorized by each Artist. If the Engager shall be required by Equity to make payment of the Artist's dues and/or initiation fees, the Engager shall make payment as required by Equity out of the Artist's fee in accordance with the terms of Clauses 13:02(F) Working Dues Deductions and 13:02(G) Membership Dues Deductions. Payment shall not be overdue, nor shall the Engager be in default for non-payment unless Equity has not received the invoiced fees by the due date set forth on Equity's invoice to the Engager. If the Artist has any complaints, they shall be settled between the Artist and Equity.

For the purpose of this Article 4:00 Initiation Fees and Dues – Deduction and Remittance, the provisions of Clauses 13:02(F) Working Dues Deductions and 13:02(G) Membership Dues Deductions shall override any requirement for specific authorization from the Artist with respect to dues deductions.

5:00 RESPECTFUL REPRESENTATION

It is acknowledged that all Artists bring their identity, history, and experience to the creative process. Where a production deals with identity-specific content, or characters outside the lived experience of the creative team, the Engager shall make best efforts to consult with DEI professionals with relevant expertise to ensure informed and respectful choices relating to representation.

The Engager will make best efforts to consult Artists who identify with racialized or historically underrepresented groups regarding their hair, makeup, wardrobe, or use of culturally or identity-specific items in the production. These conversations will be anti-racist and non-discriminatory in language and tone.

The Engager shall allow for every Artist to communicate their pronouns and shall, at the request of the Artist, change all current and future employee records so that all such records use the names and/or pronouns with which they identify.

6:00 THE COMMUNICATIONS COMMITTEE

6:01 Establishment and Purpose

The Communications Committee will be jointly established each Season by the Artists and Engager. The intent of the Communications Committee will be to encourage open and candid dialogue between the Dancers and the Engager, and to afford both parties an opportunity to pose questions of one another, offer suggestions, bring concerns and issues to light, further develop community and audience outreach programs and initiatives, and other mutually beneficial ways to improve and promote the profile of the Engager and its Artists. The intent is to generally improve communication and understanding of respective problems and concerns.

6:02 Procedure

(A) Composition

The composition of the Communications Committee shall be as follows:

(i) representing the Dancers, two (2) Equity Liaisons, one (1) duly elected Principal Dancer, two (2) duly elected Soloist Dancers, and two (2) duly elected Corps Dancers, one (1) duly elected Health and Safety Dancer representative, two (2) duly elected Dancer Board of Directors representatives, one (1) duly elected EDI Representative, and at the discretion of the Apprentice Dancers in any given Season, one (1) Apprentice Dancer;

(ii) representing the Engager, at least one (1) member of the senior administrative staff, the Executive Director, the Artistic Director, or someone to represent them; and

(iii) member(s) of the staff of Equity whenever they are requested to be there.

(B) Absences

A properly constituted meeting of the Communications Committee may take place which is not fully representative of all categories listed above, provided mutual agreement to this effect is reached by the parties present.

(C) Frequency

The Communications Committee shall meet at its own discretion, and generally every other month, but at least once per Season.

(D) Limitations

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

(E) Minutes

Minutes of all meetings of the Communications Committee will be taken by a representative of the Engager. Within fourteen (14) days of the meeting, copies of the minutes will be sent to the Artists and to Equity by the Engager.

7:00 ARTIST'S NBCA ENGAGEMENT CONTRACT

7:01 Requirements for an NBCA Engagement Contract

No Artist may take part in any performances or rehearsals or do any work without first signing an NBCA engagement contract. All contracts and agreements made by the Engager with the Artist engaged under this Agreement shall conform in every respect to all the provisions of this Agreement and shall be executed in triplicate, one (1) copy for the Artist, one (1) for the Engager and one (1) to be filed with Equity by the Engager, on or before the first day of the Artist's engagement. Equity's copies shall be kept confidential by Equity.

7:02 NBCA Engagement Contract

(A) Changes and Alterations

The Artist has no right or power to waive any of the minimum conditions set forth in the Artist's NBCA engagement contract or in the Agreement without the written consent of Equity. Unless any and all riders, changes, alterations, waivers or substitutions from the Agreement made prior to, when or after the contract of engagement is made shall have been consented to by Equity in writing, such riders, changes, alterations, waivers or substitutions, or any part thereof are void, at the option of the Artist, Equity consenting. It shall be the duty of the Engager not the Artist to submit proposed changes to Equity for its written approval of a duly authorized representative. At the option of Equity, no such riders, changes, alterations, waivers or substitutions shall be admitted in evidence, in any arbitration, or by any tribunal for the disposition of any claim without the written consent of Equity.

(B) Blanks

The Engager agrees that all blanks, including opening date, fee and required date of arrival will be filled in writing before signing or delivery.

7:03 Signing Of

Unless contracts are signed concurrently, they must be signed by the Engager first. Neither the Engager nor Equity nor any Artist shall breach or attempt to breach this Agreement.

7:04 Transportation of the Artist

(A) Return Transportation

(i) All Artists

The Engager at the commencement of the engagement agrees to provide transportation to the City of Origin from the Artist's place of residence or the place at which the Artist is working immediately prior to the engagement, whichever is applicable.

At the conclusion of the engagement the Engager agrees to provide transportation, or the cash equivalent of such transportation to the Artist's original place of residence (place of residence at time of engagement), or the place from which the Artist was engaged, whichever is applicable, if the Artist is not engaged for the following Season as defined.

In the case of an Artist who has been temporarily residing in the City of Origin, due to attendance at the National Ballet School or due to engagement as an Apprentice, the Engager remains responsible to provide transportation from the Artist's original place of residence (home) to and from the City of Origin as provided for above.

(ii) Option for Season Artists

Notwithstanding the above, where an Artist has fulfilled a minimum of one (1) Season's NBCA engagement contract and at the Artist's request has already been provided with return transportation or the cash equivalent, the Engager shall be entitled to engage the Artist for subsequent consecutive Season(s) without obligation to pay further transportation costs.

(B) Artist Required to Travel by Engager

Where the Engager requires the Artist to travel for the purpose of signing an NBCA engagement contract, then the Engager agrees to pay whatever transportation costs are incurred in accordance with the transportation terms of this Agreement.

7:05 Work Permits and Visas

Engagement Contracts signed by the Engager are subject to and contingent upon all non-Canadian Artists receiving the appropriate clearance and documentation from Immigration, Refugees and Citizenship Canada. The Engager will finance, administer, and make application for any and all required work permits and visas deemed necessary for all Artists to legally work in the country of Canada. As such, the Artist's personal time may be required to facilitate the acquisition process and shall be at no additional cost to the Engager.

The Engager shall bear any costs associated with such processes as outlined below.

(A) Within the City of Origin or in the Artist's Place of Residence

Within the Engager's City of Origin or in the Artist's Place of Residence, the Engager shall pay for, or upon the presentation of receipts, reimburse the Artist, for the required cost of the Visa and/or Work Permit, and any other required components (e.g. biometrics).

(B) Outside the City of Origin

When an Artist is required to travel outside the Engager's City of Origin the Engager shall pay for, or upon the presentation of receipts, reimburse the Artist, for the required cost of the Visa and/or Work Permit, and any other required components (e.g. biometrics). The Engager shall also provide, or upon the presentation of receipts, reimburse the Artist for travel expenses and lodging expenses (if required). These expenses must be discussed in advance with the Engager. The Artist shall also be entitled to per diem in accordance with Clause 13:06(B) Per Diem Payment.

The Engager is not required to pay for the transportation of Artists who must leave the country for immigration due to an omission on the part of the Artist.

7:06 Exclusive Service of the Artist

(A) Other Engagements

Except as otherwise provided in the Artist's NBCA engagement contract, the Artist shall not accept any other engagement in a performance before a live audience from the date of beginning of rehearsal and until the NBCA engagement contract is lawfully terminated, without the written consent of the Engager. The Artist shall, however, have the right to accept other engagements, not conflicting with the fulfilment of their duties under the NBCA engagement contract, provided they obtain the written consent of Engager with reasonable advance notice to Engager.

(B) Individual Agreements

If the Artist is a Principal or Soloist in the term covered by an NBCA engagement contract, the Artist may enter into a written agreement to be annexed to their engagement contract, agreeing not to accept any other engagement and to render their services exclusively to the Engager and not to render services to any other person or corporation without the written consent of the Engager.

(C) Condition of Appearance on Radio and Television Broadcast

The Artist recognizes that it is their responsibility to perform under their NBCA engagement contract in the live theatre. If during the term of their engagement under an NBCA engagement contract, a Principal Dancer or Soloist receiving star or featured billing is also engaged for a radio or television broadcast, the Artist shall require, as a condition of that engagement, that any announcements, written or otherwise, which publicize their appearance on radio or television must expressly mention that the Artist is currently appearing with the company.

7:07 Assignment of an Artist's NBCA Engagement Contract

The Engager agrees that an Artist's NBCA engagement contract may not be assigned or transferred to any individual or corporation unless the written consent of Equity and the Artist concerned shall have been endorsed on the face of the Artist's NBCA engagement contract or the transfer of said individual contract without such written consent shall be deemed null and void.

7:08 Artist's Physical Condition

If the Artist should arrive on the first day of engagement of a new Season in a physical condition detrimental to fulfilling their contractual obligations, or develop such a condition during the course of the engagement, it is agreed that Equity and the Engager will discuss the continuation, postponement, or cancellation of the Artist's NBCA engagement contract, and the final determination of such case shall be made only upon mutual consent of the Engager and Equity.

7:09 Renewal and Non-Renewal of NBCA Engagement Contracts

All NBCA engagement contracts are incorporated and subject to this Agreement and are of no force or effect if the Agreement is not in effect. NBCA engagement contracts are agreed to be of no force and effect upon the expiry of the applicability of the terms of the Agreement. Equity has exclusive jurisdiction with respect to the enforcement of those contracts and will represent the Artists with respect to the enforcement of those contracts and any disputes arising out of those contracts. Any issues relating to the enforcement, interpretation, or application of an NBCA engagement contract will be dealt with according to the dispute resolution mechanism of the Agreement. This Clause 7:09 Renewal and Non-Renewal of NBCA Engagement Contracts will be reflected in writing in each NBCA engagement contract.

7:10 Re-Engagement in Following Season

(A) Notification of Intent to Re-Engage

(i) Delivery

Such letters of intent to re-engage must be delivered personally to all Artists, including stage management and Rehearsal Directors, whom the Engager wishes to re-engage for the next Season not less than ninety (90) days before the expiry date of an Artist's NBCA engagement contract. Copies of the letters of intent templates together with a list of Artists receiving each shall be filed with Equity at the time of issue to the Artists.

(ii) Reply

The Artist must provide within twenty (20) days a signed reply indicating intention to join or not join the company for the next Season. Notwithstanding Clause 7:10(D) Termination of Letter of Intent Signed by an Artist, if the Artist fails to return the signed reply within the twenty (20) day period, the Engager may in writing notify the Artist that the letter of intent has been withdrawn, provided that this term is included in the letter of intent. The twenty (20) day period may be extended subject to the Artist providing a reasonable excuse for the failure to return the letter of intent within the above period. If the letter of intent complies with this provision and no reasonable excuse for the delay is received then, notwithstanding any other provision of the Agreement, the Artist may be deemed not to be re-engaged at the Engager's discretion.

(iii) Repertoire and Itinerary

The Engager shall make every effort to provide accurate and confirmed information with regard to repertoire and itinerary when issuing such contracts or letters of intent.

(iv) Issuance of an NBCA Engagement Contract

Once the letter of intent has been issued in accordance with Clause 7:10(A)(i) Delivery, the Engager shall issue the Artist's NBCA engagement contract no later than the last day of their existing NBCA engagement contract.

(v) Issuance and Return of an NBCA Engagement Contract

Once an Artist's NBCA engagement contract has been delivered by the Engager, the Artist must return a signed copy to the Engager within thirty (30) days of its receipt.

(B) Notification of Intent Not to Re-Engage

(i) Artists Re-Engaged

All Artists who have been engaged for more than one (1) year will be re-engaged for the following Season unless the Artist is informed in writing by December 31st of the Engager's intention not to re-engage the Artist. An Artist who has been engaged for less than one (1) year will be re-engaged for the following Season unless the Artist is informed in writing ninety (90) days before the expiry date of their NBCA engagement contract.

(ii) Artists Not Re-Engaged

Should the Artist not be engaged for the following Season, the Artist will receive at the conclusion of the Artist's current Season contract, in addition to all other sums due, the following compensation:

- **(a)** Apprentices and Artists with three (3) years of seniority or less: no compensation;
- **(b)** Artists in their fourth (4th) year of seniority: one (1) week's fee per year of service;
- **(c)** Artists in their fifth (5th) year of seniority or more: One-and-a-half (1-1/2) weeks' fees per year of service;
- **(d)** Artists in their eighth (8th) year of seniority or more: two (2) weeks' fees per year of service;
- **(e)** Stage management staffing (SM and ASM) in their fifth (5th) year of seniority or more: two (2) weeks' fees per year of service; and
- **(f)** Principal Dancers: two (2) weeks' fees per year of service.

The above compensation shall be calculated at the highest weekly fee (not including payments for additional services or other compensation other than the contractual weekly fee) received by the Artist in the previous three (3) years. If the Artist has already received payment for a year pursuant to Clause 7:10(B)(ii) Artists Not Re-Engaged, the Artist cannot subsequently receive additional compensation relating to those years of service already paid.

For these purposes, the calculation of years of service will be the same as the calculation of the Artist's seniority and will, unless otherwise provided for in this Agreement, commence at the start of the Artist's first Season with the Engager and conclude at the end of their final Season contract. See also Clause 13:01(D) Seniority and Service.

(C) Basis for Decision Not to Re-Engage

The Engager may decide not to re-engage an Artist so long as that decision is made in good faith and not on a basis that is illegal. Upon request by Equity, the Engager will be required to provide Equity with copies of all previous formal performance evaluations and any other supporting documentation.

(D) Termination of Letter of Intent Signed by an Artist

In the event that the Artist has signed a letter of intent to continue their engagement with the company for a subsequent Season, the provisions of Article 43:00 Termination may be applied by the Engager.

7:11 Retirement

(A) Dancers

With the approval of the Artistic Director, a Dancer may retire from the National Ballet of Canada. Requests to retire must be submitted to the Artistic Director in writing no later than December 31 for retirement at the conclusion of that current Season. Approval shall not be unreasonably withheld; however, in instances where the Dancer is integral to the Artistic Director's plans, the Artistic Director will meet with the Dancer to discuss casting requirements which may be affected by a Dancer's retirement.

To qualify for retirement compensation, the Dancer must be retiring from the company and must affirm that they will no longer pursue a full-time career as a ballet dancer. Additionally, a Dancer must have returned to the company for no less than twelve (12) months prior to the date notice is given following a maternity leave or a disability leave of more than twenty (20) weeks.

Any of the above criteria may be waived at the discretion of the Artistic Director.

Any Dancer retiring under the provisions of this Clause who has completed ten (10) years of service or more shall receive retirement compensation of not less than eighty percent (80%) of the applicable non-renewal compensation stipulated in Clause 7:10(B)(ii) Artists Not Re-Engaged.

7:12 Meeting(s) with the Artistic Director

(A) Performance Evaluation Meeting(s)

All Artists at least one (1) time per calendar year shall meet with the Artistic Director and, if applicable, appropriate member(s) of the Artistic Staff in a private interview. The Artist may invite a person of their choice to attend the meeting. The purpose of the meeting will be to discuss the Artist's role in the company and provide appropriate feedback to the Artist. The meeting(s) shall be audio recorded and a copy of the recording(s) shall be made available to Equity upon request.

(B) Other Meetings

The Artistic Director or an Artist may request a meeting throughout the Season. The party requesting the meeting must clearly outline the intent of the discussion at the time of the meeting request. Either party may invite a person of their choice to attend the meeting. These meetings will not be recorded, except at the request of either party.

8:00 MANAGEMENT RIGHTS

8:01 Management Rights

Subject to the provisions of this Agreement, the Engager shall have all of the normal management rights of an engager in the performing arts in Canada.

8:02 Non-Conflicting Rules

Artists will be subject to all Engager's rules which are not in conflict with this Agreement.

9:00 CHOREOGRAPHERS

At the beginning of each Season, the Engager will send to Equity a list of all Choreographers engaged for the current Season.

9:01 Engagement of a Choreographer

(A) Consideration of Equity Members

The Engager agrees that it will give serious consideration to the engagement of existing Equity Choreographers. However, the Engager shall not be obliged to engage only Equity Choreographers.

(B) Equity Members

All Equity members engaged as Choreographers are to be signed to an NBCA engagement contract in accordance with this Article 9:00 Choreographers.

(C) Non-Equity Choreographers

If the Engager engages a non-Equity Choreographer, one (1) of the following Clauses shall apply:

(i) Should a Choreographer already be a member of another performing artists' association (e.g. AEA, UDA, ACTRA), they shall be subject to the provisions of the appropriate reciprocal Agreement between Equity and said Association.

(ii) A person who is not already a member of Equity and is not a member of another performing artists' association may be offered an NBCA engagement contract. If the Artist chooses to sign the NBCA engagement contract, they shall join Equity.

(iii) A person who is not already a member of Equity and is not a member of another performing artists' association shall not be required to join during the tenure of this Agreement. The Engager shall be required to send to Equity a letter to the effect that the fee agreed upon is no less favourable than those set out in Article 9:00 Choreographers.

9:02 Additional Compensation

All Choreographers signed to an NBCA engagement contract shall be compensated for their work as Choreographers in addition to any and all compensation which may be due them hereunder for their work as Dancers, Stage Managers, Rehearsal Directors, or their assistants. The Engager shall make a written agreement with such Choreographer containing the terms and conditions upon which the Choreographer agrees to create choreography for the Engager. A copy of such written agreement shall be filed by the Choreographer and Engager with Equity.

9:03 Compensation

(A) Ballet of not more than Twenty (20) Minutes Duration

	2026-2027	2027-2028	2028-2029
Minimum Fee	$3,582.84	$3,797.81	$3,911.74
Minimum Royalties per Performance	$82.15 or 1% of contractual fee whichever is higher	$85.44 or 1% of contractual fee whichever is higher	$88.00 or 1% of contractual fee whichever is higher

(B) All Other Ballets

	2026-2027	2027-2028	2028-2029
Minimum Fee	$9,785.66	$10,372.80	$10,683.98
Minimum Royalties per Performance		1% of Contractual Fee	

(C) No Compensation Required

Clauses 9:03(A) Ballet of not more than Twenty (20) Minutes Duration and 9:03(B) All Other Ballets shall not apply to choreography voluntarily created by an Artist solely for educational or workshop productions as defined by Equity or for a ballet choreographed by a new Choreographer choreographing their first ballet for the Engager (a new Choreographer shall be defined as an Artist who has not had a ballet produced for regular performance by a professional dance Engager).

9:04 Resident Choreographer

Equity will not require that an Artist engaged as the Resident Choreographer be signed to an NBCA engagement contract.

(A) Option to Have an NBCA Engagement Contract

A Choreographer engaged as a Resident Choreographer who is a member of Equity who desires to have an NBCA engagement contract must be signed to a NBCA engagement contract. A Choreographer engaged as a Resident Choreographer who is not a member of Equity may become a member of Equity and signed to an NBCA engagement contract if the Artist so desires.

(B) Multiple Assignments

An Artist may be engaged as both Dancer and Resident Choreographer and in that case will receive the higher of the two minimum fees for a Dancer or Resident Choreographer plus one-half of the lower minimum fee.

(C) Minimum Fee

The minimum fee for a Resident Choreographer shall be as required by Clause 13:01 Minimum Fees and the per performance royalty shall be no less than the royalty required under Clause 9:03 Compensation.

10:00 PAYMENT OF FEES

Preamble

For the purpose of Article 10:00 Payment of Fees, "fee" is defined to include all money owed to the Artist including contractual weekly fee, payment for additional services, per diem and any other compensation included in the Agreement.

10:01 Payment Schedule

Subject to any special arrangement that may be agreed upon between Equity and the Engager under the provisions of Article 11:00 Security Deposit (Bond) and Clause 13:01(E)(i)(b) Non-Season Artist, the Engager agrees that all Artists shall be paid on a bi-weekly basis not later than the beginning of the first rehearsal on the second Friday of each two-week period when paid by cheque or direct deposit to the Artist's bank account. All payments for additional services or any other payments which arise separate and apart from the weekly contractual fees, shall be paid by the Engager to the Artist no later than two (2) weeks following the calendar week in which the Engager receives the claim for payment as submitted by the Artist in writing and agreed upon by Engager and Equity except that, with prior permission of Equity any such payments for additional services as may arise while on tour may be paid at a date to be mutually agreed upon. The Artist shall invoice the Engager through the Scheduling Co-ordinator for additional services provided within ten (10) days.

10:02 Legal Tender

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

10:03 Non-payment or Partial Payment of Fees

Non-payment or partial payment, of fees when due, shall be deemed a material breach of an NBCA engagement contract giving any Artist the right to terminate forthwith said Artist's NBCA engagement contract with the Engager. However, upon application and sufficient proof by the Engager, Equity, in its discretion, may grant the Engager a grace period not to exceed seven (7) days.

10:04 Unpaid Fees

If the Engager fails to pay the weekly contractual fee due to the Artist, the Artist shall have an alternative right to receive said Artist's contractual fee out of the security deposit put up with Equity by the Engager. The Engager agrees to replenish the security deposit upon receipt of a request from Equity to replenish the security deposit. Acceptance by the Artist of the fee shall be a waiver on their part of the right to terminate their NBCA engagement contract.

11:00 SECURITY DEPOSIT (BOND)

11:01 Posting of Security Deposit

Before contracting any Artist, the Engager shall deposit with Equity cash or certified cheque or other security satisfactory to Equity equal to at least one (1) week's contractual financial obligation of the Engager to the Artists. Equity shall be the sole judge as to whether the form, financial responsibility and amount of such cash or certified cheque is satisfactory, and the Engager shall not be deemed to have performed its obligation under this Agreement until the same has been approved by Equity. The Engager agrees that Equity's decision approving or disapproving any cash deposit or certified cheque or other security shall be binding and conclusive on the Engager.

11:02 Return of Security Deposit

Upon notice by the Engager to Equity that any engagement, series of engagements or tour has been terminated and that every Artist has been returned to the City of Origin, Equity shall return such security deposit to the Engager less any amount for claims made by Equity or any Artist against the Engager, in accordance with Paragraph 4 of the Security Agreement. All claims will be presented to the Engager for discussion before payment.

11:03 Additional Security Requirements for Travel (Touring)

No Artist shall leave the City of Origin for work outside said city unless the Engager, prior to the Artist's departure, has provided, at the Engager's expense, for the Artist's transportation and luggage in accordance with the foregoing provisions. Equity shall have the right to require the Engager to post such bond or bonds or such other security, including money, and in such amount as Equity shall deem necessary to ensure the safe transportation and return of the Artist.

12:00 DEFINITIONS

12:01 Child

A "Child" is an Artist sixteen (16) years of age or under.

Children must be appropriately supervised by a parent, guardian, or representative of the Engager at all times while undertaking any activity for the Engager. Such duty may not be required of any Equity member engaged for that production. The Engager shall make every effort to ensure that there shall be separate dressing rooms suitable to the requirements of the children, which shall be separate from the dressing rooms provided for the Artists of the company. The Engager shall engage children under conditions that meet or exceed the Ontario Child Performers Guidelines.

12:02 Choreographer

A "Choreographer" is:

(i) an Artist who creates an original work;

(ii) an Artist who recreates said Artist's own original work performed by any company; or

(iii) an Artist who creates a work which is a combination of (i) and (ii) of this Clause 12:02 Choreographer.

(A) Resident Choreographer

A "Resident Choreographer" is a Choreographer who is under Season contract as such.

(B) Guest Choreographer

A "Guest Choreographer" is a Choreographer who is not under Season contract as such who is engaged to choreograph a specific work for the Engager.

12:03 Choreologist

A "Choreologist" is an Artist who notates choreography and may be required to teach new works and rehearse existing works. Any other duties are subject to negotiation with the Artist and must be specified in such Artist's NBCA engagement contract.

12:04 City of Origin

The term "City of Origin" shall mean City of Toronto.

12:05 Cover

A "Cover" is an Artist who is required to be present at a performance to replace any other Artist in the event that such replacement is necessary.

12:06 Day

The word "day" when used in this Agreement means a calendar day, unless otherwise specified.

12:07 Dress Rehearsal

A "Dress Rehearsal" is a rehearsal of one (1) or more ballets at which most elements of a performance are present, including costumes and make-up (the use of make-up is at the discretion of Engager).

(A) Conditions for Limited Audience at Dress Rehearsal

A non-paying invited audience seated in the balcony and behind row twenty (20) or two (2) rows behind the production table of the orchestra section, whichever is the greater, only may attend a Dress Rehearsal at the discretion of the Engager provided that:

(i) there is a clear announcement made to the audience that what they will be seeing is a working Dress Rehearsal not a performance; and

(ii) it is explained to the audience that they should not applaud and why; and

(iii) the rehearsal is not in any way reviewed and dance writers are excluded from the audience.

(B) Conditions Exceeded

Should the conditions of this paragraph not be followed then the rehearsal shall be considered a performance in every respect.

A Dress Rehearsal shall be posted as such. Should the Dress Rehearsal continue in excess of the hours provided under the Agreement, the Artist shall invoice the Engager for additional services at Rate 1 of Clause 13:01(F) Additional Services.

12:08 Emergency Rehearsal

An “Emergency Rehearsal” shall mean a rehearsal necessitated by the inability of an Artist to perform due to sickness or injury when such emergency was not known to the Engager more than twenty-four (24) hours prior to the rehearsal.

A rehearsal specifically necessitated by a Dancer’s sickness or injury occurring one (1) hour or less before the start of a performance or during a performance shall not be considered an Emergency Rehearsal and payment for additional services shall not be required. (See also Clause 12:17 Notes.)

12:09 Engagement Week

An “engagement week” shall be a calendar week from Sunday through Saturday.

12:10 Fight Director

A “Fight Director” is an Artist engaged for the purposes of preparing Artists for the safe execution of fight sequence(s) in a production.

12:11 Free Day

The term “Free Day” shall be a period during which the Artist may not be required to travel, perform, rehearse or perform any services or obligations for the Engager whatsoever. The Free Day shall not be interrupted by company functions, photo calls, costume fittings and so forth. (See also Article 17:00 Holidays and Free Days.)

12:12 Guest Artist

A “Guest Artist” is an Artist, not engaged for a full Season, who has been so designated by the Engager in the NBCA engagement contract and/or the public announcements, programs, or other literature issued by the Engager and who is hired as a Principal or Soloist.

12:13 Half-Hour Call

The term "Half-Hour Call" is the thirty (30) minute period immediately prior to the beginning of the performance to be used at the discretion of the Dancer solely to prepare for the performance.

12:14 Intimacy Director/Intimacy Consultant

An “Intimacy Director/Intimacy Consultant” is the person engaged to provide advice and support in the staging of scene(s) and/or moment(s) of intimacy or moments that are emotionally heightened or charged, and to ensure the Artists involved in onstage intimacy are guided through the process in a supportive manner and provided mechanisms for ongoing support.

12:15 Matinee

A “matinee” is any performance scheduled to begin before 5:00 p.m.

12:16 Non-Season Artist

“Non-Season Artist” includes Guest Artist, Supplementary Dancer, Singer, Narrator, Actor (including Nutcracker Story Time Actor), Fight Director, Intimacy Director/Intimacy Consultant, Choreographer, Non-Season Stage Manager and Assistant Stage Manager.

12:17 Notes

“Notes” are the indications given to a Dancer to clarify a performance or choreographic element.

Notes may be provided to the Dancer during the first twenty (20) minutes of the Half-Hour Call prior to a performance. The notes shall be in written or oral form only and the Dancer shall not be made to provide any physical movement whatsoever as part of a note. The Dancer shall not be required to change location in order to receive a note. No notes shall be provided to the Dancer during the performance or intermission.

Notes specifically necessitated by a Dancer’s sickness or injury occurring one (1) hour or less before the start of a performance or during a performance shall not be considered an Emergency Rehearsal and payment for additional services shall not be required.

12:18 Performance Day

A “Performance Day” shall be a day on which the Dancer is required to perform in at least one performance. If a Dancer is required to be on call to “cover” another Dancer, the day shall be regarded as a Performance Day for that Dancer.

12:19 Performance Week

A “Performance Week” is an Engagement Week (Sunday through Saturday) in which an Artist performs in one (1) or more performances presented by the Engager, except in the case of a single performance as provided for in Clause 22:02(A)(iii) Hours of Rehearsal Shall Not Exceed.

Excluding the Apprentice Program performances, in the case of an Engagement Week with only one (1) performance that is outside of a regular season where a Dancer’s performance time is less than sixty (60) minutes in duration, that week shall not be considered a Performance Week for that Dancer, but Performance Day provisions shall apply.

12:20 Production

A “production” is a complete presentation whether that be a single full-length work, or a mixed program of any number of works.

12:21 Production Span

The “production span” is defined as the period beginning with the day of the dress rehearsal of that production and ending with its final performance.

12:22 Rehearsal

The term “rehearsal” shall apply to all such activities as “spacing,” “giving notes,” etc., and shall be regarded as rehearsal time, the same as regular rehearsal time if the Dancer is required to attend.

12:23 Rehearsal Day

A “rehearsal day” shall be a day on which the Dancer is not required to perform and on which the Dancer may be required to rehearse in accordance with the terms of this Agreement.

12:24 Rehearsal Director

A "Rehearsal Director" is an Artist who may be required to rehearse, teach and prepare rehearsal schedules. Any Artist engaged as Rehearsal Director who is a member of Equity who desires to have an NBCA engagement contract must be signed to an NBCA engagement contract. An Artist engaged as Rehearsal Director who is not a member of Equity may become a member of Equity and be signed to an NBCA engagement contract if the Artist so desires.

12:25 Run-Through Rehearsal

A “Run-through Rehearsal” is defined as a rehearsal where the intent is to dance a ballet, ballets, or a complete work in the repertoire in their entirety. A Run-through Rehearsal shall be posted as such.

12:26 Season

(a) The term “Season” (with a capital “S”) shall mean the maximum engagement span stated on an Artist’s NBCA engagement contract according to the terms of this Agreement.

(b) The term “season” (with a lower-case “s”) refers to a production or productions grouped together within the Season, i.e. Fall season, Nutcracker season, Winter season, Summer season, etc.

12:27 Sharers

“Sharers” are two (2) or more Dancers who are cast to perform in the same role or place in different performances of the same ballet. Sharers shall be indicated on general casting with “/” (forward slash).

12:28 Stage Fight

A "stage fight" is a coordinated series of moves with intent to portray violence, requiring specific timing and skill, involving either unarmed combat, or the use of weapons or props used as weapons.

12:29 Supernumeraries

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

Notwithstanding the above, upon written request from the Engager, Equity will, on a case-by-case basis, consider "celebrities" who have professional affiliation to be allowed to participate in “The Nutcracker" as Cannon Dolls without joining Equity or being signed to an NBCA engagement contract.

12:30 Supplementary Dancer

A Supplementary Dancer is an Artist, not engaged for a full Season, who is invited to augment the company as a member of any category.

12:31 Touring

Whenever the Artist, while engaged by the Engager, is required by the Engager to be outside the City of Origin for any reason for any day or portion thereof the Artist shall be considered to be “on tour” and per diem shall apply.

12:32 Understudy

An “Understudy” is a Dancer designated to learn a role but not necessarily to perform it. Understudies shall be indicated on general casting with “(US)”.

12:33 Walking Rehearsal

A "walking rehearsal" is a rehearsal of not more than thirty (30) minutes conducted at a slow pace to enable the Artists involved to comfortably mark, space, and discuss the various movements, entrances, exits, and other elements of the performance and may include the giving of notes. The walking rehearsal shall be preceded and followed by a five (5) minute break and must be specifically identified on the schedule as such.

13:00 COMPENSATION AND OTHER BENEFITS

13:01 Minimum Fees

(A) Minimum Weekly Fees July 1, 2026, to June 30, 2029

	2026-2027	2027-2028	2028-2029
Petit Corps 1	$1,268.92	$1,345.06	$1,385.41
Petit Corps 2	$1,268.92	$1,345.06	$1,385.41
Corps de Ballet 1	$1,294.30	$1,371.96	$1,413.12
Corps de Ballet 2	$1,294.30	$1,371.96	$1,413.12
Corps de Ballet 3	$1,294.30	$1,371.96	$1,413.12
Corps de Ballet 4	$1,294.30	$1,371.96	$1,413.12
Coryphée 1	$1,348.06	$1,428.94	$1,471.81
Coryphée 2	$1,348.06	$1,428.94	$1,471.81
Coryphée 3	$1,368.95	$1,451.09	$1,494.62
Senior Corps	$1,434.63	$1,520.71	$1,566.33
Second Soloist 1	$1,418.22	$1,503.31	$1,548.41
Second Soloist 2	$1,418.22	$1,503.31	$1,548.41
Second Soloist 3	$1,418.22	$1,503.31	$1,548.41
Second Soloist 4	$1,418.22	$1,503.31	$1,548.41
Senior Second Soloist	$1,531.66	$1,623.56	$1,672.27
First Soloist 1	$1,716.78	$1,819.79	$1,874.38
First Soloist 2	$1,716.78	$1,819.79	$1,874.38
First Soloist 3	$1,716.78	$1,819.79	$1,874.38
First Soloist 4	$1,716.78	$1,819.79	$1,874.38
Senior First Soloist	$1,866.07	$1,978.03	$2,037.37
Principal Character Artist	$1,951.18	$2,068.25	$2,130.30
Principal Dancer	$1,992.97	$2,112.55	$2,175.93
Stage Manager	$1,992.97	$2,112.55	$2,175.93
Assistant Stage Manager	$1,514.66	$1,605.54	$1,653.71
Stage Manager "Outreach & Education"	$1,514.66	$1,605.54	$1,653.71
Apprentice Stage Manager	$916.27	$971.25	$1,000.39
Rehearsal Director	$1,716.78	$1,819.79	$1,874.38
Resident Choreographer	$1,716.78	$1,819.79	$1,874.38
Narrator/Singer/Actor	$1,376.42	$1,459.01	$1,502.78
Nutcracker Story Time Actor	$916.35	$971.33	$1,000.47
Choreologist	$1,418.22	$1,503.31	$1,548.41
Repetiteur/Coach	$1,418.22	$1,503.31	$1,548.41

(B) Fight Director or Intimacy Director/Consultant Minimum Fees

	2026-2027	2027-2028	2028-2029
Hourly	$124.52	$131.99	$135.95
Daily	$830.11	$879.92	$906.32

(C) Pro-Rating of the Weekly Fee

(i) Partial Weeks of Engagement

In the first week or last week of an Artist's engagement, if the Artist is engaged to perform or rehearse for part of a week, for four (4) days or fewer (i.e. starting on Wednesday or later or ending on Wednesday or sooner), the compensation for such week shall be pro-rated and calculated as one-sixth (1/6) of the weekly contractual fee otherwise payable for each day or part thereof. If the Artist is engaged for more than four (4) days, then the Artist is compensated for the entire week.

(ii) Artists Returning (52 Week Contracts) / Insurance

For any of the following cases where an Artist is re-engaged for a subsequent Season or leaving for or returning from insurance coverage, the Artist will receive one-seventh (1/7) of their applicable contractual fee for each day in such week (e.g. June 30 is a Tuesday, July 1 is a Wednesday – the Artist is remunerated at three-sevenths (3/7) of the applicable weekly fee for the Season ending June 30, and four-sevenths (4/7) of the applicable weekly fee for the Season starting July 1).

(D) Seniority and Service

Seniority accrues on an annual basis and applies to Artists who have been engaged by the Engager for no less than a combined twenty-four (24) weeks in the fifty-two (52) week period immediately preceding July 1 and will be calculated from the start of their first Season of engagement.

Starting with the term of this Agreement, seniority for an Artist who is initially engaged as an Apprentice shall be calculated from the start of their second Season.

For Dancers engaged as Apprentices in the 2021-2022, and/or 2022-2023 Seasons who were Apprentices for three (3) Seasons, seniority shall be calculated from the start of their third Season as an Apprentice.

Years of service do not necessarily reflect where the Artist is placed on the Grid for salary purposes but are a factor in determining the duration of the Artist's NBCA engagement contract (Clause 13:08 Duration of Contract (52 Weeks), vacation entitlement (Clause 13:09 Paid Vacation), non-renewal compensation (Clause 7:10(B)(ii) Artists Not Re-Engaged), and retirement compensation (Clause 7:11 Retirement).

(E) Payment to the Artist

(i) Method and Timing

(a) Season Artist

Payment to a Season Artist will be made by direct deposit to the Artist's bank account on a biweekly basis.

The Engager agrees to notify Equity in the event that any changes to the payroll schedule are to be implemented.

(b) Non-Season Artist

A Non-Season Artist will be paid by electronic transfer, the schedule to be stipulated on a rider to the Artist's engagement contract. In any event, the final installment shall be paid to the Artist no later than seven (7) days following the conclusion of the Artist's contract.

(ii) Statement

All fee payments must be accompanied by a clear and complete statement of the itemization of the payment, (e.g. fee, per diem, payment for additional services, insurance deduction, etc.).

(F) Additional Services

(i) Additional Services Rate 1

	2026-2027	2027-2028	2028-2029
Per Half-Hour or Part Thereof	$34.87	$36.96	$38.07

(ii) Additional Services Rate 2

	2026-2027	2027-2028	2028-2029
Per Half-Hour or Part Thereof	$68.61	$72.73	$74.91

(iii) Additional Services Rate 3

	2026-2027	2027-2028	2028-2029
Per Half-Hour or Part Thereof	$69.79	$73.98	$76.20

(iv) Additional Services Rate 4

	2026-2027	2027-2028	2028-2029
Per Half-Hour or Part Thereof	$137.23	$145.46	$149.82

(v) Additional Services Rate 5 (Stage Management)

	2026-2027	2027-2028	2028-2029
Per Half-Hour or Part Thereof	$36.30	$38.48	$39.63

(vi) Additional Services Rate 6 (Stage Management)

	2026-2027	2027-2028	2028-2029
Per Half-Hour or Part Thereof	$48.39	$51.29	$52.83

(vii) Invoicing for Additional Services

Except in the case of an Emergency Rehearsal, the Artist shall invoice the Engager for additional services under each and every clause as required by this Agreement. In the case of an Emergency Rehearsal, where additional services are provided under more than one (1) clause, the Artist shall only invoice the Engager for additional services at the highest applicable rate.

It is understood that the invoicing for Additional Services is generally conducted by the Equity Liaison(s), and further that working dues and RRSP deductions or contributions do not apply to Additional Services. The Equity Liaisons will file copies of all Additional Services invoices with Equity.

All claims for Additional Services must be submitted in writing to the Engager within thirty (30) calendar days of the occurrence giving rise to the claim. Claims submitted after the thirty (30) calendar day period shall not be payable unless the delay in submission resulted from an administrative error on the part of the Engager, or from circumstances beyond the Artist's reasonable control.

(G) Singing and Speaking Roles

The Engager agrees that any Artist in a group of four (4) or less, required to sing or speak more than eight (8) bars of music or speak fifteen (15) scripted words or more in a ballet shall receive additional compensation at a rate no less than the amount as specified below for each such performance.

	2026-2027	2027-2028	2028-2029
Additional Compensation Per Performance	$40.19	$42.60	$43.88

(H) Flying

Where an Artist is required to fly during the course of a performance or a three (3) hour rehearsal block, or portion thereof, the Artist shall receive additional compensation of not less than the amount as specified below for each such occurrence.

When an Artist is required to fly, any time required beyond the half-hour call for the Artist to be fitted with a harness or other similar device beyond what would normally be involved in putting on a costume shall be considered in addition to the Artist's half-hour call, and the Artist will be paid at Additional Services Rate 1. If the fitting of a harness or similar device takes place within the half-hour call, no overtime is paid.

	2026-2027	2027-2028	2028-2029
Additional Compensation Per Performance	$64.65	$68.53	$70.59

(I) Leading Rehearsals

When a Dancer is asked to lead a rehearsal without a member of the Artistic Staff present, or if a Dancer is scheduled in advance to lead a rehearsal, this shall be considered an additional duty and the Dancer shall receive additional compensation at a rate not less than Additional Services Rate 1 of Clause 13:01 (F) Additional Services for each half-hour or part thereof spent leading a rehearsal.

(J) Artist Insight or Expertise

Should an Artist be asked by the Engager to provide significant insight or expertise related to their culture or identity beyond the customary parameters of their contracted duties in a production, this shall be considered an additional duty. Should the Artist agree to provide such services, compensation shall be negotiated and ridered to their Engagement Contract and will be payable by the Engager at a rate not less than Additional Services Rate 1 upon submission of an invoice. This payment is not subject to working dues deductions (Article 4:00 Initiation Fees and Dues – Deduction and Remittance).

13:02 RRSP and Dues

(A) RRSP Contribution – Artist and Engager

Commencing with the second Season of an Artist's seniority with the Engager, the Engager will deduct three percent (3%) of the Artist's contractual fee to which the Engager will add a contribution equal to five percent (5%) of the Artist's contractual fee for a total combined RRSP contribution of eight percent (8%) of the Artist's contractual fee.

Notwithstanding the above, and the seniority provisions of 13:01(D) Seniority and Service, Stage Managers and Assistant Stage Managers shall be entitled to the RRSP provisions in this Clause in their first Season of engagement, regardless of the number of weeks of engagement in any Season.

From Artists engaged as Stage Manager (Outreach and Education), Fight Director or Intimacy Director/Intimacy Consultant, Narrator/Singer/Actor or Nutcracker Story Time Actor, the Engager will deduct three percent (3%) of the Artist's contractual fee for RRSP in their first Season of engagement. In their second or subsequent Season(s), which need not be consecutive, the Engager will deduct three percent (3%) of the Artist's contractual fee and add a contribution equal to five percent (5%) of the Artist's contractual fee for a total combined RRSP contribution of eight percent (8%).

For the purposes of this Clause 13:02(A) RRSP Contribution – Artist and Engager and Clause 13:02(B) RRSP Contribution Continuation below, RRSP deductions and contributions are deemed to apply to Equity and UDA members only, with the exception of those Artists who are Associate members of Equity.

(B) RRSP Contribution Continuation

If an Artist has already had RRSP contributions made pursuant to (A), the Engager shall continue to contribute to the Artist's RRSP whenever the Artist is engaged by the Engager under an NBCA engagement contract as so required by the Agreement (e.g. Full Season, Guest Artist, Supplementary Dancer, Stage Management, Non-Season Artist NBCA engagement contract, etc.).

(C) RRSP Special Considerations

(i) Returning Artist

When an Artist who is not Canadian or a Permanent Resident returns to the Company for a short-term engagement of twelve (12) weeks or less and they have previously closed their Equity RRSP account, it is agreed that RRSP deductions from the Artist will not apply and the Engager contribution will be paid directly to the Artist. Should that Artist return as a Season Artist they will be required to re-open their Equity RRSP account and regular RRSP deductions and contributions will apply.

(ii) Ineligible Artist

When an Artist becomes ineligible per government regulations to contribute to an RRSP account, the RRSP deductions and contributions provided for in 13:02(A) RRSP Contribution – Artist and Engager above will no longer apply. In the case of any Artist who became ineligible prior to the term of this Agreement and who has previously had the Engager portion paid directly to them by the Engager, the Engager will continue to make such contributions directly to those Artists whenever they are engaged by the Engager. It is understood there is no deduction from the Artist.

(D) Invoices for RRSP Payments

The Engager will be invoiced for RRSP payments on a monthly basis and payment is due on the last day of each following month. Payments which do not reach the Equity office by the due date will be assessed a two percent (2%) interest charge compounded monthly.

(E) RRSP Contributions Cap

Contributions are not required on that part of the weekly contractual fee which is in excess of the Principal minimum weekly fee.

(F) Working Dues Deductions

The Engager agrees to deduct working dues as directed by Equity from the Artist's contractual fee and remit same to Equity upon receipt of an invoice from Equity. Such invoice will be presented as part of the monthly RRSP invoice and shall be subject to the terms and conditions of payment outlined in Clause 13:02(D) Invoices for RRSP Payments.

(G) Membership Dues Deductions

The Engager agrees to deduct from the Artist's contractual fee and remit an amount equal to the basic Equity dues as directed by Equity.

Equity shall notify the Engager of any changes to the amount of the basic dues.

13:03 Insurance Coverage

(A) Extended Health and Dental Insurance

(i) Insurance Coverage

The Engager will subsidize the premium on each Artist's Extended Health and Dental Insurance by an amount equal to the single rate. The Dental Insurance will include coverage for caps, crowns (white) and dentures. Upon notification to Equity, the Engager shall have the right to make changes to the provider of Extended Health and Dental Insurance, provided the coverage is maintained at no less than the current level.

Additionally, the Engager shall provide coverage equal to eighty percent (80%) of the cost for Plasma Rich Protein (PRP) injections, as prescribed and approved for an Artist by a medical practitioner on the Engager's medical team, and the Engager agrees that the Pooled Maximum for coverage for Paramedical Services under Pool A will be two-thousand, five-

hundred dollars ($2,500.00), with the first fifteen-hundred dollars ($1,500.00) being reimbursed at one hundred percent (100%) and the next thousand dollars ($1,000.00) being reimbursed at fifty percent (50%).

The Engager will provide coverage for vision care (glasses/contacts) of no less than four-hundred dollars ($400.00) every two (2) years.

(ii) Physiotherapy and Wellness

All Artists shall have access to the company's wellness team, by using the sign-up app or posted sheets. This is extended to foreign Artists who are not yet eligible for insurance under the Ontario Health Insurance Plan (OHIP).

The Engager will provide physiotherapy and/or athletic therapy services at the studios on every day on which Dancers are working. Appointments shall generally be thirty (30) minutes in length and be available at times that suit the needs of the Dancers.

The Engager will ensure an in-house physiotherapist and/or athletic therapist accompanies all tours of the company involving ten (10) Dancers or more.

(iii) Short-Term Disability

In the event that an Artist is placed on short-term disability, the Engager will provide the Artist with income equal to seventy-five percent (75%) of weekly earnings, rounded to the next higher multiple of one dollar ($1.00), if not already such multiple, subject to a maximum weekly benefit equal to the greater of two thousand dollars ($2,000.00) or the current maximum weekly benefit as defined in the Employment Insurance Act as amended from time to time. In any event, the amount of the weekly benefit shall not be less than the benefit which is provided for under such Act.

(B) Artist Not Eligible

Should an Equity member not be eligible for coverage under the Extended Health and Dental Insurance Plan, the Engager shall pay for the Artist to be covered under the Equity Accident and Sickness Insurance Plan (top-up plan) until such time that the Artist becomes eligible for the insurance provided by the Engager. Equity will advise the Engager of any changes to the applicable premium no later than July 1 of each year.

(C) Non-Resident Non-Season Artists

In the event that a Non-Resident Non-Season Artist is engaged, the Engager warrants that the Artist is insured against hospital and medical expenses and disability while under an NBCA engagement contract.

13:04 Remittances to Equity

The Engager will remit to Equity those amounts deducted from the Artists' fees in accordance with this Agreement for initiation fees, basic dues and working dues as directed by Equity, and those amounts deducted from the Artists' fees and contributed by the Engager for RRSP, and insurance premiums payable by the Engager for the provision of benefits by Equity to its members. The Engager will be invoiced for such remittances on a monthly basis and payment is due on the last day of each following month.

The remittance shall include a list of all Artists contracted for the production, each Artist's contractual fee, and a detailed breakdown of each amount and total amount deducted and remitted for each Artist. Equity can only apply funds to an Artist based on the documentation provided by the Engager. The detailed breakdown shall be provided in both Excel and PDF formats. Additionally, the information provided by the Engager 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 Engager's remittances with the documentation previously provided by the Engager, the Engager, upon request from Equity shall submit any supporting documentation.

Artist deductions and Engager payments as required by this Agreement may be made by the Engager to Equity in electronic (EFT) format.

13:05 Categories

(A) Category Designations

The categories in Clause 13:01 Minimum Fees Corps de Ballet (all ranks), Second Soloist, First Soloist, Principal Character Artist and Principal relate to the position of the Artist's billing in the overall billing of the entire company and do not relate to the casting in an individual ballet, or roles to be performed in any ballet.

(B) Services Rendered as a Dancer

An Artist who is a Dancer may be engaged on an NBCA engagement contract to render services as:

(i) Principal
(ii) Principal Character Artist
(iii) First Soloist
(iv) Second Soloist
(v) Senior Corps de Ballet
(vi) Coryphée
(vii) Corps de Ballet Dancer
(viii) Petit Corps
(ix) Principal and Principal Character Artist and First or Second Soloist
(x) Principal Character Artist and First or Second Soloist
(xi) Principal and First or Second Soloist and Corps de Ballet Dancer (any Rank)
(xii) Principal Character Artist and First or Second Soloist and Corps de Ballet Dancer (any Rank)
(xiii) First or Second Soloist and Corps de Ballet Dancer (any rank)

subject to individual negotiation between the Artist and the Engager.

(C) Minimum Fee

The Engager agrees to pay at least the minimum fee stipulated in this Agreement for the highest category under which the Artist is individually contracted.

(D) Services Rendered in any Category

The Engager may require an Artist to render services in any category, whether or not the category is specified on the Artist's NBCA engagement contract, unless the Engager and Artist mutually agree, at the time of negotiation of the Artist's NBCA engagement contract, that the Artist may be required to perform in one (1) or two (2) categories only. If such an arrangement is agreed upon between the Artist and Engager, it shall be the subject of a special rider to the NBCA engagement contract, which shall be specific and shall be signed by both parties at the same time that the NBCA engagement contract is signed.

13:06 Tour

(A) Supplied Lodging on Tour

The Engager shall provide and pay for hotel lodging (including taxes) for the Artist while on tour, based on twin/double occupancy of a room. In no case shall twin/double occupancy be a room with one bed and one sofa-bed (i.e. there must be two (2) proper beds). The Engager shall provide single occupancy lodging for Principal Dancers, Principal Character Artists, stage management personnel, and any Artist in their tenth (10th) or subsequent Season of service with the company. Where the Artist elects to stay with family and/or friends said Artist shall nevertheless receive the equivalent of half the double occupancy rate. Where the Presenter or an entity other than the Engager is providing hotel lodging, the Artist will not receive compensation and the conditions for type of lodging will be the same as if the Engager were providing the lodging. Any Artist for whom there is no sharer shall receive single occupancy lodging and shall not be required to triple.

(B) Per Diem Payment

When required to work for the Engager outside of the City of Origin, the Artist shall be paid a daily per diem of no less than the amounts as specified below.

	2026-2027	2027-2028	2028-2029
Per Diem	$100.86	$106.91	$110.12
Per Diem in U.S.A. (in U.S. dollars)	$100.86	$106.91	$110.12

The per diem allowance referred to above shall be paid to the Artist on the pay day of the week prior to the week for which it is applicable.

(C) Per Diem – Day of Return to City of Origin

On the day of return to the City of Origin, if the return is prior to 2:00 p.m., fifty percent (50%) of the per diem specified in Clause 13:06(B) Per Diem Payment shall be payable.

(D) Per Diem – Day of Departure

On the day of departure where the first call of the day is after 10:00 a.m. seventy-five percent (75%) of the per diem specified in Clause 13:06(B) Per Diem Payment is due, and where the first call of the day is after 2:00 p.m., fifty percent (50%) of the per diem specified in Clause 13:06(B) Per Diem Payment is due.

(E) Run Out Performances

The following applies to touring within or outside the City of Origin where no overnight stay is involved:

(i) In the event there is one (1) performance only and the Artist is released by 1:30 p.m., no per diem will be paid.

(ii) Otherwise, if the Artist is released by 6:00 p.m. one-third (1/3) per diem will be paid and if the Artist is released after 6:00 p.m. the provisions of Clause 27:02(O) Run-Outs apply.

13:07 Service in Other Company

Any Dancer who has been previously engaged by the Engager or the Royal Winnipeg Ballet in the Corps de Ballet shall, if engaged by the other Engager, receive seniority as a Corps de Ballet Dancer at least equivalent to that which the Dancer had received in the Dancer's previous engagement year.

13:08 Duration of Contract (52 Weeks)

All Principal Dancers regardless of seniority shall be engaged on an annual NBCA engagement contract of fifty-two (52) week duration. All Dancers beginning with the fifth (5th) Season of seniority with the company shall be engaged on an annual NBCA engagement contract of fifty-two (52) weeks duration.

13:09 Paid Vacation

(A) 52 Week Engagements

An Artist with a fifty-two (52) week NBCA engagement contract shall receive not less than five (5) weeks' paid vacation.

(B) Season Engagements, Less than 52 Weeks

An Artist not engaged under a full fifty-two (52) week NBCA engagement contract but engaged for the Season shall receive three (3) full weeks' paid vacation.

(C) Non-Season Artist

An Artist engaged for less than a full Season shall accrue compensation in lieu of paid vacation at the rate of six percent (6%) of said Artist's contractual fee.

(D) Contract Terminated Early

In the case where an Artist's NBCA engagement contract is terminated prior to its original end date, and in accordance with Clauses 43:01(A) Mutual Agreement, 43:01(B) Termination Initiated by the Artist, or 43:01(C) Termination Initiated by the Engager Without Cause, the Artist shall be paid the cash equivalent of any paid vacation accrued by the Artist up until the termination of the contract, and not taken.

In the case where an Artist's NBCA engagement contract is terminated prior to its original end date, and in accordance with Clause 43:01(D) Default of Engagement Contract by Artist, the Artist shall forfeit all paid vacation they have accrued.

(E) Payment

The payment of the compensation in lieu of paid vacation shall be made to the Artist upon the conclusion of said Artist's NBCA engagement contract or the Season, whichever occurs first.

13:10 Scheduling of Vacation

Seven (7) consecutive days of vacation will be scheduled after the December/January Toronto Nutcracker season. Additionally, seven (7) consecutive days of vacation will be scheduled after the Four Seasons Centre (FSC) Winter season. These seven (7) day periods shall not include any statutory holiday or Free Day(s) as required under Clause 17:01 Required Free Days. With regard to Artists referred to in Clauses 13:09(A) 52 Week Engagements and 13:09(B) Season Engagements, Less than 52 Weeks these weeks will be paid vacation weeks.

If there is a difficulty by reason of a tour, or the availability of a visiting Choreographer, in scheduling seven (7) consecutive days' vacation after either the Toronto Nutcracker season or the Winter season, the days which are not scheduled may, with the agreement of Equity, be rescheduled at another time or paid for over and above the regular pay entitlement. However, with no less than thirty (30) days' notice, two (2) days of one of the seven (7) day periods may be rescheduled without consultation or agreement from Equity provided that a tour takes place within three (3) weeks of the days to be rescheduled, or in the case of a visiting Choreographer, the visiting Choreographer must be present on the days that are to be rescheduled.

The remaining seven (7) days of vacation for engagements of less than fifty-two (52) weeks shall be scheduled on a consecutive basis at either the beginning or end of the Season.

The remaining twenty-one (21) days of vacation for fifty-two (52) week engagements shall be scheduled consecutively at the beginning and/or end of the Season so as to ensure a three (3) week continuous vacation period between the conclusion of one Season and the commencement of the next.

All paid vacation entitlements are intended to be scheduled within the Season (July 1-June 30) they are allocated for, and within the contract period for that Season. It is understood that due to scheduling this may not always be possible.

In the case where vacation allotted for a Season commences at the end of the previous Season, any Artist who has a new fifty-two (52) week contract that commences after some vacation entitlement for that Season has already been scheduled will be paid for those missed vacation days.

In the case where vacation allotted for one Season continues into the following Season, any Artist with a fifty-two (52) week contract who is leaving the Company at the end of the Season will be paid for those days that are scheduled into the next Season.

These provisions are to ensure that new Artists joining the Company, Artists moving from non-fifty-two (52) week contracts to fifty-two (52) week contracts, and Artists leaving the Company at the end of a Season receive their full five (5) week entitlement should those five (5) weeks not fall entirely within the Season.

All vacation periods will be specified on the engagement contract. The Artist must be advised of any changes with no less than eight (8) weeks' notice from the originally scheduled date. In no case will an Artist have less than four (4) weeks between receiving notice and the amended dates.

If there is a difficulty by reason of a foreign tour in scheduling three (3) weeks' vacation on a consecutive basis, the days which are not scheduled may, with the agreement of Equity, be rescheduled at another time or paid for over and above the regular pay entitlement. However, every effort shall be made to ensure that these three (3) weeks are consecutive.

13:11 Nutcracker Scheduling

Should special scheduling be required, on or before January 15 in each year of this Agreement, representatives of Equity and the Engager shall meet to discuss the scheduling of "The Nutcracker" performances and related Free Days for the following Season.

The parties shall in good faith undertake to agree on special scheduling, subject to annual review, of "The Nutcracker" performances and related Free Days that need not follow the clauses that apply to other repertoire. The agreement shall be concluded prior to the date by which Engager must finalize the schedule and print material, which is typically February 15 of each year. If the parties cannot agree on special clauses pertaining to "The Nutcracker" for any given Season, the Agreement shall apply as set forth herein.

13:12 Tickets

(A) Complimentary Tickets

(i) Artist Allotment

The Engager will make two (2) complimentary tickets available to each Artist for each season at the FSC (i.e. Fall, Nutcracker, Winter, Spring) excluding blackout dates.

Each Artist will receive an email at least thirty (30) days in advance of each season, inviting them to book their complimentary tickets online. E-tickets will be emailed immediately after processing. Artists have the option to fill out the white Complimentary Ticket Form and submit it to Audience and Donor Services (ADS). Such tickets will be processed the next business day. Ticket exchanges as a result of casting changes will be accommodated based on availability through ADS at the Walter Carsen Centre or the FSC box office.

(ii) Complimentary Tickets on Blackout Dates

Ten (10) tickets will be held in Ring Three for each blackout performance as an allocation that can provide Artists with the ability to guarantee their complimentary tickets for a specific blackout performance. A list will be posted at the place of rehearsal two (2) weeks in advance of the opening of each season and will remain up for one (1) week. Artists who wish to be assured of their complimentary allocation for a specific performance must place their request on the posted list. Once the list has closed, no further guaranteed complimentary ticket requests for a specific show will be accepted.

For blackout performances, an Artist may sign up for additional complimentary tickets over and above the allotted two (2) based on availability of the ten (10) tickets, and on the understanding that it is the intent that all Artists who are entitled to tickets are able to obtain them.

(iii) Featured Role

Notwithstanding the above, when an Artist will be performing in a featured Role as determined by the Artistic Director, the Artist shall have the opportunity to reserve their complimentary tickets for that performance, upon request and subject to availability based upon actual sales. The Engager shall make every effort to provide the Artist with the best quality seats available at the time of booking, and except where there are no other seats available (excluding the Grand Ring), such tickets shall not be allocated in Ring Five.

These tickets are only available for pick-up on the day of the performance. Tickets are held at the FSC box office in the name of the Artist unless otherwise advised.

The list of those roles considered featured roles for these purposes will be posted at the beginning of each Season.

(iv) Last Minute Comps

The Engager shall make available up to two (2) additional complimentary tickets per production to each Artist on a last-minute basis, subject to availability and not offered on blackout dates. Requests for these tickets must be submitted between forty-eight (48) and twenty-four (24) hours prior to the start of the performance by submitting a white Complimentary Ticket Form to ADS at the Walter Carsen Centre or the FSC box office.

(v) Nutcracker

In addition to the allotments noted above, and for the Nutcracker only, eight (8) tickets per performance will be held at the original on-sale price. These tickets will be in either Orchestra side. Once the casting grid has been posted, tickets may be reserved on a first-come, first-served basis to a limit of four (4) tickets per Artist, through a link that will be provided on or before the day the casting grid is to be posted. These tickets will be made available for a limited time only, and after the deadline will be released for public sale. There will be no extensions of this period.

(B) Discounted Tickets

At the discretion of the Engager, discounted tickets will be made available to the Artists whenever possible.

(C) Equity Rush Seats

The Artists shall have advance access to eighteen (18) 'rush' tickets located in the orchestra and Ring 3 on a first come, first served basis, at 'rush' prices for all performances other than "The Nutcracker". A sign-up sheet will be posted on the call board and backstage four (4) weeks in advance of the first performance of each production to order these seats and will remain in place up until forty-eight (48) hours prior to the performance. Artists who reserve tickets through the sign-up sheet are then required to submit a payment to ADS either at the Walter Carsen Centre or the FSC box office. Failure to provide payment forty-eight (48) hours prior to the show would result in the Artist's credit card on file being charged. In the event that the Artist's credit card is not on file, the tickets would be released.

13:13 Post-Performance Receptions

Dancers who attend post-performance receptions at the FSC and leave after midnight shall be reimbursed for receipted taxi expenses to their place of residence.

13:14 Payment Towards Permanent Residency Costs

Upon obtaining their Canadian Permanent Residency while engaged by the Engager, an Artist shall be reimbursed for up to twelve hundred and fifty dollars ($1,250.00) upon the presentation of receipts.

14:00 NON-SEASON ARTISTS

14:01 Non-Season Engagements

(A) Guest Artist

A Guest Artist shall be guaranteed payment of not less than two (2) weeks' minimum fees. A Guest Artist shall be signed to an NBCA engagement contract, a copy of which shall be filed with Equity. A Guest Artist may be signed to a single NBCA engagement contract on a non-continuous basis provided that each working period is paid at not less than one (1) week's contractual fee.

(B) Supplementary Dancer

A Supplementary Dancer shall be guaranteed payment of not less than one (1) week's minimum fee. A Supplementary Dancer shall be signed to an NBCA engagement contract, a copy of which shall be filed with Equity. A Supplementary Dancer may be signed to a single NBCA engagement contract on a non-continuous basis provided that each working period is paid at not less than one (1) week's contractual fee.

(C) Singer/Narrator/Actor

A Singer/Narrator/Actor shall be guaranteed payment of not less than one (1) week's minimum fee. A Singer/Narrator/Actor shall be signed to an NBCA engagement contract, a copy of which shall be filed with Equity. A Singer/Narrator/Actor may be signed to a single NBCA engagement contract on a non-continuous basis provided that each working period is paid at not less than one (1) week's contractual fee.

(D) Per Performance Fee

The weekly fee for the Artist contracted on a per performance basis shall be calculated by dividing the total fee for the engagement by the number of engagement weeks the Artist provides to the Engager. Calculation of engagement weeks may be prorated in accordance with Clause 13:01(C) Pro-Rating of the Weekly Fee.

14:02 Membership Requirements for Non-Season Artists

For the purposes of this Clause, Non-Season Artist includes Guest Artist, Supplementary Dancer, Fight Director, Intimacy Director/Intimacy Consultant, Singer, Narrator and Actor (including Nutcracker Story Time Actor).

(A) Non-Season Artist Not a Member of Equity

In the case where a Non-Season Artist is not a member of Equity, one of the following Clauses shall apply.

(i) Member of Another Association

Should the Non-Season Artist already be a member of another professional performing artists' association (such as, but not limited to, AEA, UDA, ACTRA), the Artist shall be subject to the provisions of the applicable reciprocal agreement between Equity and said association.

(ii) Not a Member of Equity or Another Association

A Non-Season Artist who is not already a member of Equity or a member of another professional performing artists' association shall not be required to join Equity but shall be given the opportunity to do so.

Should the Artist choose not to join Equity, the Engager will be required to pay a permit fee, as specified below, per production to Equity and the Engager shall deduct and remit working dues as directed by Equity.

2026-2029	
Permit Fee	$89.04

(B) Duration of Engagement

Notwithstanding the above, a Non-Season Artist may be required to join Equity as an Associate Member for any engagement, or combination of engagements, in any Season in excess of twelve (12) weeks.

15:00 APPRENTICE DANCERS

An Apprentice Dancer may be cast or understudy a specific role in any Ballet production provided the assignment given to the Apprentice cannot be given to a regular Equity member in the Corps de Ballet and that the assignment does not exceed any regular Equity Artist's assignment in the production in which the Apprentice has their assignment.

The Apprentice Program is a minimum one-Season program (unless the Apprentice is engaged as a Corps de Ballet member) with an optional renewal for additional half (1/2) Seasons up to a maximum of two (2) Seasons. For the purpose of this Article 15:00 Apprentice Dancers, one "half Season" will be defined as the period from the start date of the Season to the final performance of "The Nutcracker". The second "half Season" will be defined as the period from January 1 to the end date of the Season.

No more than twelve (12) Dancers can be engaged as Apprentices at any given time.

All Apprentices work with the company on a full-time basis, have temporary Member status with Equity, and are subject to the terms and conditions of the Agreement, except with respect to fees, RRSP and return transportation. They receive the following compensation and benefits:

(i) Apprentices engaged in their first Season, shall be paid seventy percent (70%) of the Petit Corps 1 salary per week, plus six percent (6%) vacation pay, in lieu of paid vacation. Any Apprentices engaged for a second Season, shall be paid eighty-five percent (85%) of the Petit Corps 1 salary per week, plus six percent (6%) vacation pay, in lieu of paid vacation.

(ii) Extended health and dental benefits.

(iii) Payment of the Equity temporary member initiation fee and basic dues.

The weekly salary is guaranteed for the length of the Season, unless the Apprentice chooses to leave the program of their own volition, and so informs the company in writing, or unless the Apprentice is engaged on a half (1/2) Season renewal, in which case the salary guarantee shall be for the length of the half (1/2) Season in which they were engaged.

The Artistic Director and, if applicable, appropriate member(s) of the Artistic Staff, shall meet with each Apprentice in a private meeting at least twice per Season. One (1) meeting shall take place no later than four (4) weeks prior to the end of the Apprentice's NBCA engagement contract. These meetings may be called by either the Engager or the Apprentice. Either the Engager and/or the Apprentice may invite a person of their choice to attend the meetings. The purpose of these meetings will be to provide appropriate feedback to the Apprentice, specifically in regard to the possibility of a Corps position in the company.

16:00 MAXIMUM NUMBER OF PERFORMANCES

16:01 In the City of Origin

In the City of Origin, no Artist shall be required to give more than eight (8) performances in any period of six (6) consecutive days.

16:02 Outside the City of Origin

Outside the City of Origin, i.e. on tour, no Artist shall be required to give more than eleven (11) performances in nine (9) consecutive days. In this case "consecutive days" means consecutive working days, and each nine (9) day period shall start on the day after a Free Day and end the day prior to the following Free Day.

16:03 Mutual Exclusivity

It is understood that the Clauses 16:01 In the City of Origin and 16:02 Outside the City of Origin are mutually exclusive, i.e. that the "8 in 6 rule" only applies in the City of Origin and not on tour and the "11 in 9 rule" only applies on tour and not in the city of origin.

16:04 Maximum Number of Performances

(A) Within Three Consecutive Days

No Artist shall be required to give more than five (5) performances in three (3) consecutive days.

(B) Consecutive Double Performance Days

Where four (4) performances are given on two (2) consecutive days, the succeeding day must be either:

(i) a Free Day; or

(ii) a travel day (non-performance, non-rehearsal day) provided that the day following such travel day is a Free Day.

16:05 Additional Performances

For additional performances in excess of the limitations specified in Clauses 16:01 In the City of Origin, 16:02 Outside the City of Origin, 16:03 Mutual Exclusivity and 16:04 Maximum Number of Performances, the following additional payments shall be required:

(A) For the first performance, the Artist shall receive an additional one-eighth (1/8) of said Artist's contractual weekly fee.

(B) For the second and subsequent performances, the Artist shall receive an additional two-eighths (2/8) of said Artist's contractual weekly fee for each such performance.

16:06 Performance on a Free Day

For any performance on a Free Day, the Artist shall receive an additional two-sixths (2/6) of said Artist's contractual weekly fee.

17:00 HOLIDAYS AND FREE DAYS

(See also Clause 13:10 Scheduling of Vacation.)

17:01 Required Free Days

In the City of Origin there shall be one (1) Free Day during each engagement week and there shall not be more than six (6) days between each Free Day, except during the first week of a season at the FSC, where there shall not be more than seven (7).

The Engager shall endeavour to schedule the day after the end of a Production Span as a Free Day.

While on tour, there must be a Free Day after no more than nine (9) days of work.

Once the Free Day has been designated, it may only be changed with at least seven (7) days' notice to the Artist of such change and with prior consent of Equity in writing. Equity's consent will not be unreasonably withheld. (See also Clause 22:02(A) Rehearsal Hours During a Rehearsal Period.)

17:02 Duration of Free Day

A Free Day, within the City of Origin or outside the City of Origin shall commence at midnight and end at 9:00 a.m. of the second following Day. In the event that inter-city travel should extend beyond midnight, the Artist's Free Day shall be computed from the time of the arrival at the hotel until thirty-three (33) hours later. In the event that there are two (2) consecutive Free Days, the second Free Day shall be twenty-four (24) hours in length.

17:03 Holidays

(A) Easter Sunday and Christmas Day

Easter Sunday and Christmas Day shall be days free of any service to the Engager whatsoever.

(B) Statutory Holidays

Performances or travel, but no rehearsals or any other service, may take place on New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday (first Monday in August), Labour Day, Thanksgiving Day, except that a spacing rehearsal up to a maximum of two (2) consecutive hours may take place where a performance on such a day is the first performance in a new city on tour. Boxing Day is not included in statutory holidays. (See also Clause 13:10 Scheduling of Vacation.)

(C) Regular Free Day Scheduling During Holiday Weeks

In weeks during which the holidays specified in Clause 17:03(A) Easter Sunday and Christmas Day occur there shall also be a regular Free Day which must be given within not more than two (2) weeks following and wherever possible adjacent to a regularly scheduled Free Day.

(D) Additional Free Day Scheduling During Holiday Weeks

In the City of Origin in weeks during which the holidays specified in Clause 17:03(B) Statutory Holidays occur there shall be a Free Day within the week in addition to the holiday if the holiday is also free. If the holiday is not free there shall be a regular Free Day in the week and there shall be another Free Day which must be given within not more than two (2) weeks following and wherever possible adjacent to a regularly scheduled Free Day.

On tour, the requisite Free Days required per Clause 17:01 Required Free Days shall be in addition to the holidays specified in Clause 17:03(B) Statutory Holidays, if the holiday is also free. If the holiday is not free, there shall be another Free Day which must either be given within the two (2) following weeks and wherever possible adjacent to a regularly scheduled Free Day, if the company is still on tour, or immediately following the tour.

However, with respect to Canada Day and Civic Holiday, this additional Free Day, if incurred while the company is touring outside Canada, may be given immediately following the tour.

(E) Holidays While Outside of Canada

While the Company is Touring outside of Canada, holidays as provided for in Clauses 17:03(A) Easter Sunday and Christmas Day and (B) Statutory Holidays shall not apply. In lieu of such holidays, the following will be provided:

(i) Tours of two (2) weeks or greater, two (2) additional Free Days to be scheduled consecutively at the conclusion of the tour, and within four (4) weeks.

(ii) Tours of less than two (2) weeks, one (1) additional Free Day to be scheduled at the conclusion of the tour, and within two (2) weeks.

These additional Free Days are in addition to any other Free Days required by this Agreement.

17:04 Free Days Following a Tour

The two (2) days immediately following the day on which the Artist returns to the City of Origin from a tour of ten (10) consecutive days or ten (10) days of touring over a period of fourteen (14) days or more, shall be Free Days, one (1) of which may be the regularly scheduled Free Day.

17:05 Rescheduling Additional Free Days

If performances are scheduled in the City of Origin on a day immediately following such a tour, said additional Free Day(s) may be postponed until the first day(s) which is not a Performance Day(s) and not a Free Day as defined in Article 17:00 Holidays and Free Days. This Free Day(s) must be posted two (2) weeks before the time designated.

17:06 Services Rendered on a Free Day

If the Artist shall be required to rehearse, travel or render any service at any time during a Free Day, the Artist shall invoice the Engager for additional services at Rate 4 of Clause 13:01(F) Additional Services for a minimum call of not less than two (2) hours. However, the Artist is strictly prohibited from rehearsing on a Free Day in a week which contains only one (1) Free Day. (See Clause 16:06 Performance on a Free Day.)

18:00 INTERMISSIONS AND CALLS

18:01 Minimum Length and Calls

The Engager agrees that intermissions shall not be less than fifteen (15) minutes. The definition and placement of acts of ballets and scenes of ballets shall be at the discretion of the Engager. There shall be a call ten (10) minutes prior to the appearance of the Artists in such second ballet advising the Artists that they shall be required on stage five (5) minutes after such call. This Clause 18:01 Minimum Length and Calls may be altered by Equity at the request of the Engager where a program is made up of four (4) or more separate works. There shall be a half (1/2) hour call, a fifteen (15) minute call, a five (5) minute call, and a final call “on stage, please”. The intermission shall begin at the close of the curtain at the end of the ballet, act or final curtain call of the act or ballet, whichever is later.

18:02 Requirement to Sign-In

The Artist required to be at the performance shall be in the theatre and shall have signed-in on the appropriate sheet when provided by the half-hour call, unless excused in writing by an authorized representative of the Engager. In the event that the Artist is not in the theatre and/or has not signed-in at the half-hour call and has not been officially excused, the Stage Manager shall report the matter to Equity, and the Artist shall be subject to disciplinary action. (See Clause 26:05 Attendance at Rehearsals.)

19:00 REST PERIOD AFTER MATINEE

19:01 Minimum Period

Following a matinee performance on a day when no evening performance is scheduled, there shall be a minimum rest period of one-and-a-half (1-1/2) hours before the commencement of a rehearsal period, unless the Artist wishes to begin rehearsal earlier. In the case of travel by plane or train, where the only available departure time within a reasonable span would infringe on the Artist’s rest period, the rest period may be reduced to one (1) hour without being considered an additional service.

19:02 Meal Allowance on a Two Performance Day

On a two-performance day, if the interval between performances is less than two-and-a-half (2-1/2) hours, the Engager shall arrange and pay for a hot meal in the theatre. If the interval between performances is less than two (2) hours, the Engager shall arrange and pay for a meal or the Artist shall invoice the Engager for the meal allowance as specified below, at the discretion of the Artist.

2026-2029	
Meal Allowance	$18.03

In addition, the Artist shall invoice the Engager for additional services at Rate 3 of Clause 13:01(F) Additional Services for each hour or fraction thereof by which the interval is less than two (2) hours.

19:03 Minimum Interval Between Performances On A Two Performance Day

In no case shall there be less than one-and-a-half (1-1/2) hours, exclusive of the half-hour call for the second performance, between performances. The Artist is forbidden by Equity to make any exception.

19:04 Travel and Break Following Short Performance

With reference to performances with a running time of not more than sixty (60) minutes inclusive of demonstrations and workshops given to school audiences in schools during the regular school day, travel may begin thirty (30) minutes after the end of the performance. However, a break of one (1) hour must be given after not more than three-and-a-half (3-1/2) hours of work inclusive of travel time, commencing when the company has reached a location convenient for the Artist to take a meal. In any event this break must take place prior to a second performance on the day. The day's schedule shall provide for a warm-up time for each performance.

20:00 CLOSING TIME OF PERFORMANCE

20:01 Performances in Excess of Three Hours in Length

The Engager agrees that if a performance exceeds three (3) hours in length from the scheduled curtain time, the Artist shall be compensated at the appropriate half-hourly rate during which the Artist is required to perform.

20:02 End of the Performance

The time at which the Artist is released will be considered the end of the performance for the Artist. In the event that the Artist's release time runs past three (3) hours (or 11:30 p.m., whichever is earlier), the Artist shall invoice the Engager for additional services at Rate 1 of Clause 13:01(F) Additional Services. In the event that curtain calls extend beyond three (3) hours (or 11:30 p.m.), one (1) required full company call immediately following the fall of the final curtain shall not in itself constitute an additional service.

20:03 Curtain and Photo Calls

A photo call shall not be considered a curtain call and shall not in itself constitute an additional service. Dancers must remain on stage until released by stage management. If Artists performing Principal or Soloist roles do not wish to take their opera calls, they must notify the responsible Stage Manager before the start of the final act of final ballet.

21:00 STAGE FIGHTING

21:01 Requirement for a Fight Director

At the discretion of the Engager, a Fight Director shall be engaged to prepare Artists for a stage fight involving one (1) or more of the following elements:

(i) two (2) or more combatants;

(ii) weapons of any sort, including but not limited to, furniture or other props used as weapons;

(iii) martial arts and/or unarmed combat;

Notwithstanding the above, a Fight Director shall be engaged at the request of an Artist in consultation with the Engager, the Equity Liaison(s), and the Stage Manager.

21:02 Equity Members

The Engager will only engage existing Equity Fight Directors. Equity will provide on request a current and up-to-date list of Fight Directors who have informed Equity that they are available for work, and who are registered with either Fight Directors Canada or the Society of Canadian Fight Directors or otherwise recognized from within the Equity membership as Fight Directors. However, the Engager shall not be obliged to engage a Fight Director whom the Engager judges to be incompatible with its needs. A person who is not already a member of Equity may be engaged as a Fight Director with the written permission of Equity.

21:03 Fight Warm-Up

In consultation with the Equity Liaison(s) and where necessitated by the nature of the stage fighting, the Engager may call the Artist for a fight warm-up to rehearse fight sequences for a maximum of five (5) minutes immediately prior to the half-hour call without additional compensation to the Artist.

The Engager shall make available related performance elements including, but not limited to, props, costumes, wigs, etc.

Any breaks required prior to the half-hour call may be reduced by the length of the fight warm-up.

22:00 REHEARSALS

22:01 General Provisions for all Rehearsals

(A) Rehearsal Time

Rehearsal time shall be computed from the time of the Artist's call for, or arrival at, rehearsal, whichever occurs later, and shall conclude at the time of dismissal of the Artist.

Unless otherwise provided for in this Agreement (see Clause 22:03(E) Minimum Calls Prior to Dress and Rough Dress Rehearsals), where costumes are required for any rehearsal and where full wardrobe support is provided, there shall be a minimum fifteen (15) minutes for putting on costumes and fifteen (15) minutes for removal of costumes for those Dancers required to be in costume, both of which shall be considered part of allowable rehearsal hours.

This provision does not apply to minimal overdressing, such as the addition of a coat, scarf, hat, etc.

(B) Rehearsals of Less Than One Hour

Any rehearsal of less than one (1) hour shall be counted, nevertheless, as one (1) hour. If the Artist is dismissed from rehearsal and is called for further rehearsal within one (1) hour of the time of such dismissal, then such intervening time between dismissal and recall shall be counted as if the Artist had rehearsed.

Provided that the total number of rehearsal hours do not exceed the allowable rehearsal hours on a Dress Rehearsal Day or Performance Day, any intervening time between dismissal and recall shall not be counted towards the total rehearsal hours. For any additional rehearsal in excess of the allowable hours, applicable additional service rates in accordance with Clause 13:01(F) Additional Services shall apply.

On Performance or Dress Rehearsal Days, Clause 22:01 General Provisions for all Rehearsals will be superseded by the clauses applying to rehearsals on those days.

(C) Compensation for Excess

Should the Artist be required to provide more than two (2) hours of additional services in rehearsal, the Artist shall invoice the Engager for further additional services at Rate 2 of Clause 13:01(F) Additional Services for each half-hour or portion thereof beyond the two (2) hours. (See also Clauses 22:02(B) Payment for Additional Rehearsal Hours, 22:02(C) Payment for Rehearsal Hours Beyond Maximum Span, and 22:02(D) Payment for Rest Periods Beyond Maximum Span, and Clauses 22:04(D) Maximum Span of Day Prior to Curtain Time and 22:04(E) Payment for Rehearsal Prior to Maximum Span of Day.)

(D) Scheduling Conflicts

(i) Multiple Rehearsals

The Engager agrees not to schedule rehearsals which require an Artist to be available for rehearsals with two (2) Choreographers or Rehearsal Directors in different studios at the same time.

(ii) Casting During Rehearsals

A Dancer being considered for a role called to a rehearsal (on the "please attend" list) where casting is to take place may not be scheduled or required to attend a concurrent rehearsal.

(E) Rest Periods during a Rehearsal Day

The Stage Manager or Rehearsal Director shall call a five (5) minute rest period within every rehearsal hour, except during Dress Rehearsal, rough Dress Rehearsal, or run-through. The Artists may, however, be asked to postpone the five (5) minute break for a maximum of twenty (20) minutes, in which case they will receive a ten (10) minute break and still receive their five (5) minute break as scheduled within the following half (1/2) hour. The Artist shall invoice the Engager for additional services at Rate 1 of Clause 13:01(F) Additional Services for each five (5) minute break omitted or postponed beyond twenty (20) minutes as above. Rest periods will be observed at the end of the rehearsal periods specified above and the coaching staff will be so advised.

In the Theatre, in order to align the breaks with those of other unions, and in consultation with the Equity Liaison(s), the five (5) minute breaks may be combined for a single fifteen (15) minute break. The fifteen (15) minute break may not be taken any later than after ninety (90) minutes of rehearsal.

(F) Meal Break Preceding a Dress Rehearsal

If a meal break immediately precedes a Dress Rehearsal, then that meal break shall be not less than one-and-a-half (1-1/2) hours. This break includes the half-hour call for putting on costumes and make-up. (See also Clause 22:03(D) Continuity of Dress Rehearsals.)

(G) Rehearsal Priority

(i) All Involved

A rehearsal marked as "All Involved" means that everyone cast in the roles/sections, including understudies, is required for the rehearsal.

(ii) As Needed

A rehearsal marked as "As Needed" means everyone cast in the roles/sections is required for the rehearsal. If certain dancers or sections are not required in a particular rehearsal, they will be released either before or during the rehearsal. In the case where a Dancer has already provided service up to the allowable limits of this Agreement and the "As Needed" rehearsal will incur overtime, the Artist is considered not available unless expressly told otherwise and are told they will be receiving overtime.

(iii) All Available

A rehearsal marked as "All Available" means everyone who is available who is not cast in roles/sections in other rehearsals via "involved" or "needed". An "All Available" rehearsal is considered a rehearsal call and subject to all rehearsal hour limitations and overtime provisions of the Agreement. A Dancer is obligated to attend an "All Available" rehearsal, unless specifically indicated otherwise. In the case where a Dancer has already provided service up to the allowable limits of this Agreement and the "All Available" rehearsal will incur overtime the Artist is considered not available unless expressly told otherwise and are told they will be receiving overtime.

(H) Maximum Number of Consecutive Rehearsal Hours

(i) The maximum number of consecutive hours of rehearsal for which an Artist may be required to rehearse is three (3) and rehearsals may not be resumed until the Artist has had, at least, a one (1) hour rest period.

(ii) The Artist will not be required to travel to another place of rehearsal or performance or perform any service whatsoever for the Engager during the one (1) hour rest period.

(iii) If the Artist is required to rehearse more than three (3) consecutive hours, the Artist shall invoice the Engager at Rate 2 of Clause 13:01(F) Additional Services per half (1/2) hour or part thereof, provided that the Artist notifies the Engager prior to the Artist's first rehearsal of the day that such additional services have been scheduled. In the case of unscheduled rehearsal being required, the authorized representative of the Engager must ask each Artist if such unscheduled rehearsal would require additional services payment under Clause 22:01(J) Emergency Rehearsal and the Artist must advise accordingly.

(I) Supplementary Rehearsal Activities

Time required for the Artist to facilitate work, assist supers for performances, the use of stage apparatus, or any other activity in which an Artist is summoned by a Stage Manager or Rehearsal Director shall be deemed rehearsal time.

(J) Emergency Rehearsal

An Artist called for Emergency Rehearsal shall invoice the Engager at Rate 1 of Clause 13:01(F) Additional Services. (See also Clause 13:01(F)(vii) Invoicing for Additional Services.)

(K) Hair and Make-Up Rehearsals

Hair and make-up rehearsals of up to one (1) hour will be rescheduled on a collective or individual basis for new works and for new Dancers in pre-existing works. Unused fitting time as provided for in Article 31:00 Costume Fittings may be used in the case of new works for hair and make-up rehearsals.

(L) Minimum Amount of Rehearsal Prior to Performance

Except in the case of emergency, no Artist may participate in a performance without having had at least one (1) hour's rehearsal in the role or part to be performed. Such rehearsal must include those Dancers with whom the Artist is performing on stage. This Clause 22:01(L) Minimum Amount of Rehearsal Prior to Performance does not apply to Corps de Ballet roles.

22:02 Rehearsals on a Rehearsal Day

(A) Rehearsal Hours During a Rehearsal Period

(i) No Performance Week

In a week in which an Artist gives no performances, the Artist's rehearsals shall normally consist of five (5) rehearsal days of six (6) out of eight (8) hours.

(ii) Special Circumstances

(a) Sixth Day of Rehearsal

On no more than one (1) occasion in a Season and in the case of a visiting choreographer or repetiteur only, such a week may consist of five (5) days of five-and-a-half (5-1/2) out of seven-and-a-half (7-1/2) hours and one (1) day of two-and-a-half (2-1/2) consecutive hours, provided that the sixth day involves rehearsals with the visiting choreographer or repetiteur only and all Artists involved are given thirty (30) days' notice in writing in advance. However, no rehearsals will be scheduled on the first Saturday following the Fall, Nutcracker, Winter, and Spring seasons, or on a long weekend due to a Statutory Holiday.

(b) Travel on a Sixth Day

Should, as the result of a subsequent tour, travel be scheduled on a sixth day, an additional day off will be scheduled (if possible, in conjunction with a regularly scheduled Free Day) not more than two (2) weeks following the tour. (See also Clause 17:01 Required Free Days.)

(iii) Hours of Rehearsal Shall Not Exceed

During any week in which an Artist gives a performance, the Artist's rehearsal shall not exceed five-and-a-half (5-1/2) out of seven-and-a-half (7-1/2) hours. However, in a week where there is only one (1) performance and that performance is on the first day of the engagement week (Sunday) and all Free Days are observed, Artists may be called for six (6) out of eight (8) hours for the remainder of that week.

(B) Payment for Additional Rehearsal Hours

For the time rehearsed in excess of six (6) hours or five-and-a-half (5-1/2) hours or two-and-a-half (2-1/2) hours as defined above, the Artist shall invoice the Engager for additional services at Rate 1 of Clause 13:01(F) Additional Services.

(C) Payment for Rehearsal Hours Beyond Maximum Span

For time rehearsed beyond the eight (8) or seven-and-a-half (7-1/2) hour span as defined above, the Artist shall invoice the Engager for additional services at Rate 1 of Clause 13:01(F) Additional Services even though the Artist may not have rehearsed the maximum of six (6) or five-and-a-half (5-1/2) hours.

(D) Payment for Rest Periods Beyond Maximum Span

The Artist shall invoice the Engager for additional services at Rate 1 of Clause 13:01(F) Additional Services for a rest period of one (1) hour or more which occurs after the expiry of the eight (8) or seven-and-a-half (7-1/2) hour span.

(E) Minimum Overnight Rest Prior to Rehearsal

The Artist shall not be required to rehearse sooner than fourteen (14) hours following the end of the last preceding rehearsal period of the previous day unless the last preceding rehearsal period occurred on a Performance Day which included a technical or Dress Rehearsal.

(F) Minimum Overnight Rest Following Performance or Rehearsal

In no case shall the Artist be required to rehearse or to perform any service whatsoever, except travel sooner than fourteen (14) hours following the end of the last preceding performance or rehearsal of the previous day.

(G) Payment for Service Provided during Overnight Rest Period

If the Artist is required to rehearse or to perform any service during this specified overnight rest period, the Artist shall invoice the Engager for additional services at Rate 3 of Clause 13:01(F) Additional Services.

22:03 Dress Rehearsals

The Engager shall endeavour to schedule evening Dress Rehearsals to start earlier than 8:00 p.m. whenever possible.

(A) Requirement to Attend

All Artists cast, including sharers and understudies, are required to attend the Dress Rehearsal(s). However, those Artists not onstage for the Dress Rehearsal(s) are only required for the first three (3) hours, not including the half-hour call.

In the case where the Dress Rehearsal is expected to extend beyond three (3) hours, and the Engager requires any Artist not on stage to remain after three (3) hours, the Engager will notify the Artist by the end of the three (3) hour span, and any applicable overtime shall apply.

(B) Break Following Dress Rehearsal

A break of a half (1/2) hour will follow completion of the Dress Rehearsal of one (1) or more ballets, after which the Artist may be asked to rehearse other ballets which are not being dressed. This combination rehearsal will last not longer than three-and-a-half (3-1/2) hours of which the first half (1/2) hour is to be used for putting on costumes and make-up.

(C) Break Following Rough Dress Rehearsal

A break of fifteen (15) minutes will follow the rough Dress Rehearsal of one (1) or more ballets when make-up is not worn, after which the Artist may be asked to rehearse other ballets, which are not being dressed. This combination rehearsal will last no longer than three-and-a-quarter (3-1/4) hours, of which the first fifteen (15) minutes is to be used for putting on costumes.

(D) Continuity of Dress Rehearsals

The Engager will endeavour to provide as few breaks in the continuity of a Dress Rehearsal or as few interruptions in a Dress Rehearsal as possible. Except where technical difficulties (e.g. lighting) so dictate, Dress Rehearsals will be run in order and repeats by alternate cast members will be postponed until the end of the Dress Rehearsal.

(E) Minimum Calls Prior to Dress and Rough Dress Rehearsals

There shall be a minimum half (1/2) hour call prior to each Dress Rehearsal and a minimum fifteen (15) minute call prior to each rough Dress Rehearsal, whether it happens in the studio or not, which shall be considered part of normal rehearsal time for the purpose of putting on costumes and/or make-up. No further half (1/2) hour call or fifteen (15) minute call is required beyond the initial such call if more than one (1) ballet is being dress rehearsed during this rehearsal. A Dress Rehearsal may be three-and-a-half (3-1/2) hours in length, including the half (1/2) hour call, without being considered an additional service. A rough Dress Rehearsal may be three-and-a-quarter (3-1/4) hours in length including the fifteen (15) minute call, without being considered an additional service.

Where the costumes required in a rough Dress Rehearsal are made available in or immediately adjacent to the studio and the Artist can overdress the specific piece of costume needed to facilitate learning and executing a role, the required fifteen (15) minute call prior to the rehearsal as outlined above and the fifteen (15) minute break at the conclusion of the rehearsal as outlined in Clause 22:03(B) Break Following Dress Rehearsal may each be reduced to five (5) minutes.

(F) Span of Day and Maximum Rehearsal

On a Dress Rehearsal day which is not also a Performance Day:

(i) For an evening dress, the span of the day is from five-and-a-half (5-1/2) hours prior to the Dress Rehearsal curtain to the end of the Dress Rehearsal.

(ii) For an afternoon dress, the span of the day is from the half (1/2) hour call prior to the Dress Rehearsal curtain to four-and-a-half (4-1/2) hours after the conclusion of the Dress Rehearsal.

(iii) There may be a maximum of two (2) hours rehearsal plus one-half (1/2) hour Walking Rehearsal other than the Dress Rehearsal. If any of the additional hours in Clause 22:04(C) Maximum Rehearsals on a Single Performance Day are not used, an additional hour is permitted on one occasion only during a production and the span of the day shall be increased by one (1) hour to accommodate this provision.

(G) Performance Day

The Dress Rehearsal is not considered a performance but otherwise Performance Day provisions apply. A Dress Rehearsal for a complete program or a Dress Rehearsal call in excess of two (2) hours which takes place on a Performance Day is considered to be a performance in every respect.

(H) Notes During Dress Rehearsal Call

Artists may be transferred from one location to another location within the venue to receive notes provided that the travel time and the notes fall within the allowable rehearsal hours. Additionally, the notes session may not extend beyond thirty (30) minutes, inclusive of travel time, and must conform to the definition of Notes as stipulated in Clause 12:17 Notes.

However, should circumstances require the notes session to extend beyond the thirty (30) minutes provided for above, the Artist shall invoice the Engager for additional services at one hundred and fifty percent (150%) of Rate 2 as stipulated in Clause 13:01(F) Additional Services.

In no case shall the notes session extend beyond midnight.

22:04 Rehearsals on a Performance Day

(A) Two Performance Day

On any day on which an Artist gives two (2) performances, the Artist may not be required to rehearse. If an Emergency Rehearsal is called the Artist shall invoice the Engager for additional services at Rate 1 of Clause 13:01(F) Additional Services.

(B) No Rehearsal Following an Evening Performance

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

(C) Maximum Rehearsals on a Single Performance Day

In each Production Span (See Clause 12:21 Production Span) the Artist may not be required to rehearse in excess of two (2) hours on a single-performance day.

However, on three (3) occasions in each Production Span as defined, the Artist may be required to rehearse three (3) hours if the third hour is for a ballet being performed within the next four (4) weeks of the day of the rehearsal, including a tour. This limit applies per Production Span. For example, if a production has its dress rehearsal on Friday and runs through the following Saturday, any ballet that meets the eligibility requirements may be rehearsed in the third hour up to three (3) times during that Production Span. On the day of a subsequent production's dress rehearsal, a new Production Span is established and the third-hour rehearsal limit resets.

If all additional hours are used in accordance with this Clause 22:04(C) Maximum Rehearsals on a Single Performance Day, the additional hour as provided for in Clause 22:03(F) Span of Day and Maximum Rehearsal (iii) may not be used.

If an additional hour is taken in accordance with this Clause 22:04(C) Maximum Rehearsals on a Single Performance Day, it may not be scheduled on a single performance day that falls between two double performance days.

(D) Maximum Span of Day Prior to Curtain Time

The Artist may not be required to rehearse or to perform any other duties, except travel, earlier than five-and-a-half (5-1/2) hours before curtain time on a single Performance Day (evening performance) except where International Alliance of Theatrical Stage Employees rules prevent a full two (2) hours spacing rehearsal, in which case the five-and-a-half (5-1/2) hours is extended to six-and-a-half (6-1/2) hours, nor earlier than two-and-a-half (2-1/2) hours before the curtain time of a matinee performance. When an Artist is performing only in the second performance of a two (2) performance day, the span of day shall be increased to seven (7) hours before curtain.

(E) Payment for Rehearsal Prior to Maximum Span of Day

If an Artist is required to rehearse before the five-and-a-half (5-1/2) hour span preceding curtain time, or two-and-a-half (2-1/2) hours before a matinee, the Artist shall invoice the Engager for additional services at Rate 3 of Clause 13:01(F) Additional Services for all the hours prior to the span limitation, whether or not all the hours previous to the commencement of the span had been utilized in rehearsal.

(F) Rehearsal Following a Matinee Performance

(i) Standard Performance

The Artist may not be required to rehearse sooner than one-and-a-half (1-1/2) hours following the conclusion of a matinee performance. On a day when a matinee performance is the only performance given by the company, however, no rehearsals may be scheduled on that day following the performance.

(ii) Short Performance

On a day in which an Artist gives only one (1) performance and that performance has a running time of one (1) hour or less plus the required half-hour call, the Artist may be required to rehearse up to three (3) hours either before or following the short performance. In addition, there may be up to thirty (30) minutes of travel time to and from the venue. Any travel time over and above thirty (30) minutes will be deducted from the three (3) hours of rehearsal.

Where the rehearsal is before the short performance there will be a break of one and a half (1-1/2) hours between the end of rehearsal and the half-hour call.

Where the rehearsal is after the short performance there will be a break of one (1) hour before the Artist may commence rehearsal.

(G) Additional Rehearsal

If an Artist is scheduled for an additional rehearsal, the Artist shall invoice the Engager for additional services at the applicable rate of Clause 13:01(F) Additional Services, even though said rehearsal may be cancelled, if the cancellation was announced after the end of rehearsal on the previous day with less than twenty-four (24) hours' notice. With respect to rehearsal of more than three (3) consecutive hours, only Clause 22:01(H) Maximum Number of Consecutive Rehearsal Hours (iii) will apply.

(H) Break Prior to the Half-hour Call

The Artist shall have one (1) hour free prior to the half-hour call for a matinee performance and one-and-a-half (1-1/2) hours free prior to the half-hour call for an evening performance, during which the Artist may not be required or called upon to rehearse or to perform any services whatsoever, other than normal preparation for the performance.

(I) Payment for Rehearsal during Free Time

If the Artist is required to rehearse during the periods specified in Clause 22:04(G) Additional Rehearsal or (H) Break Prior to the Half-hour Call, the Artist shall invoice the Engager for additional services at Rate 2 of Clause 13:01(F) Additional Services.

22:05 Travel Between Rehearsal and Performance/Performance and Rehearsal

In the City of Origin, for distances up to and including two (2) km, a minimum of thirty (30) minutes of travel time, or for distances of more than two (2) km, a minimum of forty-five (45) minutes of travel time, shall be included in the calculation of total rehearsal hours to facilitate travel between the rehearsal venue and the performance venue.

23:00 CHOREOLOGIST

(A) General Provisions

The Choreologist must have access to all rehearsals and performances of works with which said Choreologist is concerned. If and when the Choreologist is asked to take a rehearsal, said Choreologist must be informed not less than five (5) working days before said rehearsal, with specific reference to ballet, date, and time. The Choreologist must be supplied with a music score, a tape of music, videotape (if available), written scenario, and a cast list or works that the Choreologist is required to notate, rehearse or teach. At the beginning of each Season, the Choreologist must receive a schedule of proposed ballets to be performed within that Season and must be notified which ballets the Choreologist will be required to notate, teach or rehearse.

(B) Teaching of Supers or Extras

The teaching of Supers or Extras must be stipulated in the Choreologist's NBCA engagement contract.

(C) Materials Provided

The cost or working materials (manuscripts, paper, folders, etc.) and photocopying must be the responsibility of the Engager.

(D) Notation Scores

When mounting new productions which have existing notation scores, the Engager agrees to obtain said scores wherever possible.

24:00 COMPANY CLASS

24:01 Provision of Class

The Engager shall provide a company class before rehearsals or performances which shall be no less than one and one-quarter (1-1/4) hours in duration on every working day. Class shall not be mandatory.

24:02 Warm-up Prior to Performance

At the Artists' request, the Engager agrees to provide a warm-up of at least forty-five (45) minutes' duration, beginning one and one-half (1-1/2) hours before the evening performance. The Artists will notify the Scheduling Manager or appropriate member of Artistic Management no longer than twenty-four (24) hours after the posting of the weekly schedule of this request. If a Rehearsal Director is not available to teach the warm-up, a volunteer instructor may be used. A pianist is not required for the warm-up.

24:03 No Choreography

No choreography shall be rehearsed in class.

24:04 Casting During Company Class

In the case where company class is to be observed for the purposes of casting, the Dancers will be notified of such no less than forty-eight (48) hours in advance, so that they may prepare accordingly. Should the notice period be less than forty-eight (48) hours, all Dancers shall be compensated at Additional Services Rate 1 for one half-hour increment.

For the purposes of this Clause 24:04 Casting During Company Class, when a visiting Choreographer or Stager who will be creating or staging a ballet in the next twelve (12) months is observing and a general casting for said ballet has not been posted, the class is deemed to be being observed for the purposes of casting.

After the general casting has been posted, should a visiting Choreographer or Stager wish to observe class this is not considered to be for the purposes of casting. The Engager will make best efforts to notify the Dancers of such visits or any other visits by Choreographers or Stagers .

24:05 Break After Class

There shall be a break of not less than fifteen (15) minutes between the end of class and the commencement of rehearsals, or the provision of any other service while in the Theatre. For any invasion of this break, the Artist shall invoice the Engager for additional services at Rate 2 of Clause 13:01(F) Additional Services.

24:06 Class While on Tour

While on tour, the Engager will make best efforts to ensure that class is held in a location where the floor is suitable.

25:00 UNDERSTUDIES, SHARERS, AND PRINCIPAL COVERS

25:01 Minimum Requirements

There must be an Understudy or Sharer provided for each Principal role and Soloist role in each ballet.

All Understudies must be designated at the beginning of each Season or the first rehearsal of each new ballet. The list of Understudies must be posted on the company notice board before the end of the first week of rehearsal.

When there is no Sharer for a role, the Understudy is required to be at the first two (2) learning rehearsals held for any work and at all learning rehearsal for a new work and, at least, one (1) further full dancing rehearsal. All Understudies are required to be at all other rehearsals whenever available.

25:02 Performance Coverage

A designated Principal Cover on the Performance Casting shall be present at the theatre from the scheduled call time for the performance until the final entrance of the covered role has occurred.

25:03 Deemed Performance

If an Understudy or Principal Cover is required to be present at any performance, that day shall be regarded as a Performance Day for the Artist.

26:00 POSTING OF REHEARSAL AND PERFORMANCE SCHEDULES

26:01 Call Board

A call board shall be provided in each place where rehearsals and performances are regularly scheduled, and all notices concerning rehearsals, casting, and performance shall be posted thereon. While on tour, a copy of rehearsal schedules will be made available at hotel front desks, if the hotel so allows.

26:02 Weekly Rehearsal Schedule

An itemized rehearsal schedule detailing the repertoire and sections thereof to be rehearsed for the following week shall be posted by the end of the daily class on the last working day of the preceding week.

Where a role or cast has Sharers and/or Understudies, the Artist's name or cast must be specified on the schedule.

All TBAs on the weekly schedule must be filled in not later than forty-eight (48) hours in advance.

Once posted, any changes to the weekly schedule for the next two (2) working days must be made no later than 7:00 p.m. on the day the schedule is posted. Any other changes to the weekly schedule must be made no later than 7:00 p.m. two (2) days prior. However, on a rehearsal day in a performance venue, changes to the weekly schedule must be made no later than one (1) hour after the final rehearsal of the day.

If a change is posted after the end of the final rehearsal of the day, it will be posted on OneDrive.

These timelines do not apply when a change is due to an emergency such as illness, injury or absence that could not otherwise be anticipated. In that case, those changes will be subject to the provisions of Clause 26:03 Unanticipated Changes.

In the event that the timelines for changes to the schedule are not met by the Engager, each affected Artist shall receive payment at additional services Rate 1 of Clause 13:01(F) Additional Services for each half-hour or part thereof of the rehearsal that was changed.

26:03 Unanticipated Changes

In the following circumstances the Engager shall be relieved of the provisions of Clause 26:02 Weekly Rehearsal Schedule:

(A) Sudden Injury, Illness, or Absence

When notification of a sudden injury, illness or absence or some other circumstance which could not reasonably have been anticipated by the Engager is received after 7:00 p.m. two (2) days prior.

(B) Unanticipated Need to Recast, or Additional Dancer to Learn a Role

(i) When there is an unanticipated need to recast due to an Artist's incapacity to rehearse and perform the role, and in the case of a guest choreographer or stager who has been unable to have the opportunity to recast the role.

(ii) When a guest choreographer or stager would like a Dancer who was not originally cast to learn a role and notice requirements above would prevent that Dancer from having the opportunity to learn the role.

Should the circumstances outlined in Clause 26:03(A) Sudden Injury, Illness, or Absence or Clause 26:03(B) Unanticipated Need to Recast, or Additional Dancer to Learn a Role apply, the Engager shall notify the substitute Artist of a change in the rehearsal schedule as soon as possible, and at least two (2) hours in advance of the rehearsal.

(C) New Ballets

When a Choreographer is creating a new ballet or a Choreographer or Coach is setting a ballet which is new to the company.

Should the circumstances outlined in Clause 26:03(C) New Ballets apply, the Engager shall notify the Artist, when a change takes place in rehearsal schedules already posted, by no later than one (1) hour after the final rehearsal of the preceding workday.

In all cases above, the Engager will ensure they contact the Artist(s) impacted personally by phone, email, text, or in person.

In the event that the timelines for changes in this Clause 26:03 Unanticipated Changes are not met by the Engager, each affected Artist shall receive payment at additional services Rate 1 of Clause 13:01(F) Additional Services for each half-hour or part thereof of the rehearsal that was changed.

26:04 Artist Scheduled into Overtime

Should an Artist be scheduled for a rehearsal that results in overtime, and then the Artist is not required for the rehearsal, the additional services shall still be paid to the Artist if the Artist is not notified of the cancellation by 3:00 p.m. on the day preceding the rehearsal.

26:05 Attendance at Rehearsals

(A) Artist's Responsibility

If the Engager does not abide by Clauses 26:01 Call Board, 26:02 Weekly Rehearsal Schedule, 26:03 Unanticipated Changes, and 26:04 Artist Scheduled into Overtime, or any part thereof, the Artist shall be exonerated for any lateness or missing of rehearsals occasioned thereby. Where the Artist is not present when the rehearsal call is posted and the Engager has abided by the foregoing, it is the Artist's responsibility to find out when said Artist's next call will be. If the Artist requests to be excused from rehearsal, said Artist must have permission from an authorized representative of the Engager.

The Artist must inform the Engager forty-eight (48) hours in advance of any appointment the Artist may have that will impact the posted schedule.

(B) Absence from Rehearsal without Notification

In the event that the Artist does not inform the Engager that said Artist will be unable to attend rehearsal or performance or is late for rehearsal or performance, the person in charge of said rehearsal or performance shall advise the Engager who may reduce the Artist's fee at Rate 1 of Clause 13:01(F) Additional Services for each half-hour or portion thereof for the time missed, to a maximum of one (1) hour for any one (1) infraction. The Artist may appeal through Equity the Engager's decision to reduce the Artist's fee for the time missed. Equity's decision on any appealed case shall be final and binding.

At the end of each fiscal year the Engager will contribute an amount equivalent to the fee reductions under this Clause 26:05 Attendance at Rehearsals to the Dancer Transition Resource Centre.

26:06 Programming, General Casting and Performance Casting

The program of a season or tour shall be posted on the main call board four (4) weeks in advance of opening night of said season or tour, and in any case before this information is released to the box office or the news media.

The "general casting" shall indicate which Artists are intended to rehearse specific roles for the purposes of the schedule, as either sharers or understudies. If an Artist has been cast in a role but is currently unable to rehearse or perform the specific role, their name shall be indicated in square brackets "[ ]".

The Artist must be informed via the main call board and the Engager's shared file service (OneDrive) of the general casting of a ballet either four (4) weeks in advance of opening night, or prior to the first rehearsal of said ballet, whichever comes first. The above does not apply in the case of new works, in which case the Artist must be informed no later than ten (10) rehearsal days after the commencement of rehearsals for said work.

The "performance casting" shall confirm which Artists are performing each role in each performance in the run of a program.

Where an Artist is cast in a Principal role in a given ballet, the Artist shall be informed of the performance casting as soon as it is decided. In any event, all Artists must be informed via the main call board and the Engager's shared file service (OneDrive) of the performance casting of a ballet at least four (4) weeks in advance of the opening night of said ballet. The above does not apply in the case of new works or repertoire that has not been performed in three (3) Season or more, in which case the Artist must be informed no later than two (2) weeks prior to opening night.

For programs of two (2) or more ballets where at least one (1) ballet is a new work or repertoire that has not been performed in three (3) Seasons or more, all of the ballets on that program are treated equally, in which case the Artist must be informed no later than two (2) weeks prior to opening night.

Where additional castings are contemplated for certain performances, those performances may be initially marked as TBA. The Engager will endeavour to determine the casting as soon as possible, and to announce the final performance casting for that performance as soon as it is decided.

In all cases, it is understood that general casting, performance casting, and programming are subject to change.

In the event of a discrepancy between a posting on the main call board and the Engager's shared file server (OneDrive), the posting on the main call board shall prevail. In all cases where the main call board is referenced, it means the main call board in the location where the company is considered to be in residence.

26:07 Performance Casting Changes

Cast changes for ballets during a season, other than emergency changes, must be posted two (2) days in advance.

27:00 TOURING

27:01 General Provisions

(A) Itinerary

The Engager shall submit to Equity a copy of the proposed itinerary of any tour, and, in addition, shall submit in writing to Equity a statement concerning the proposed method of transportation to be used during the tour. Both such reports shall be submitted at least thirty (30) days preceding the first day of any tour.

(B) Itinerary Made Available to Artists

An electronic copy of the tour itinerary will be made available on OneDrive to each Artist not later than twenty-one (21) days prior to the commencement of the tour if such information is available, but such information as is available must be furnished to the Artist at least two (2) weeks prior to the commencement of the tour. Any additions or changes in the itinerary must be announced to the company at least one (1) week in advance of such change. Printed copies will be made available upon request.

(C) Minimum Number of Dancers On Tour

The Engager agrees to continue to engage throughout the duration of its performances outside of the City of Origin, not less than the total number of Dancers engaged at the beginning of such tour, provided, however, that reduction in such total number may be made due to sickness or injuries but in no event less than eighty-five percent (85%) of the original total number, except with the permission of Equity.

(D) Return Transportation Provided

Whenever any Artist shall work for the Engager outside the City of Origin the Engager shall provide and pay for the transportation of such Artist from the City of Origin to such point or points outside and the Artist's return transportation to the City of Origin.

(E) Additional Transportation Costs

The Engager also agrees to pay for all transportation charges which may be incurred by the Artist during the course of a trip, such as taxi fares between terminals, airline limousines, taxis from terminal to hotel. Where such charges are incurred by the Artist when travelling with the company, authorization by the Engager must be obtained in advance.

For return travel to the Engager's City of Origin airport (YYZ), the Engager will reimburse each Artist as follows:

(i) for those Artists who choose to take the Union Pearson Express to Union Station, or other UPX Station if that Station is closer to their home, the value of the UPX ticket plus reimbursement for a taxi or ride-share to their home, upon the presentation of receipts; or

(ii) for those Artists who choose to travel to their home directly from Pearson (YYZ), reimbursement for taxi or ride-share expenses up to a maximum of fifty dollars ($50.00) per Artist upon the presentation of receipts.

Artists are encouraged to share transportation whenever possible. In the case where Artists share transportation, each Artist shall be reimbursed for their share of the cost of the transportation up to the maximum allowable per Artist.

(F) Personal Luggage

The Engager shall provide and pay for the transportation of the Artist's personal luggage to such outside point or points and return to the City of Origin up to the free luggage allowance on scheduled airlines. Where there is no free luggage allowance, the Engager will arrange and pay for the cost of no fewer than one (1) checked bag, within the carrier's weight limits, each way.

The Engager shall be liable for any loss to the Artist on account of any loss or damage to said Artist's personal luggage, (ordinary wear and tear excepted), while in transit, if the Artist shall have provided a suitable container therefore and shall have kept the same locked when not in use, but not in excess of the amount as specified below for each Artist, with the exception of jewellery, cameras and watches, when the additional limit shall be as specified below for each Artist, from the moment the Artist's luggage is removed from the vehicle the Artist is solely and completely responsible for said luggage until it is reloaded on to the vehicle, or any other vehicle which the Engager arranges, or until it is checked-in at airline, bus, or railroad depot.

The Artist shall be responsible for transporting personal hand luggage from the Artist's place of residence to the point of departure (airport, railroad station, or bus departure point) and the Engager will pay the cost or reimburse the Artist for such transportation up to the amount as specified below upon presentation of a receipt on each occasion. Similar arrangements shall apply and be made at the time of the Artist's return from airport, railroad station or bus arrival point to the Artist's residence.

2026-2029	
Loss or Damage Maximum	$5,148.04
Additional Limit	$2,574.03
Hand Luggage Maximum	$39.46

(G) Additional Luggage

For any tour of over eight (8) weeks, or any tour which necessitates the Artist having to provide clothing for a change of season, the Engager agrees to transport an appropriate amount of additional luggage for the Artist.

(H) Transportation of Artists' Additional Luggage

When necessary, the Engager shall either pick up the Artist's additional luggage and transfer it from the Artist's place of residence as above or reimburse the Artist for such transportation up to the amount as specified below upon presentation of a receipt. Similar arrangements shall apply and be made at the time of the Artist's return, from airport, railroad station or bus depot to the place of the Artist's residence. Payments in both cases shall be made in the week said expense is incurred by the Artist. While on tour, whether inside or outside Canada, trunks must be available to the Artist at least once every seven (7) days.

2026-2029	
Reimbursement	$39.46

(I) All-Inclusive Tickets

Wherever an all-inclusive ticket is provided by the Engager, the Artist shall not be required to pay for any part of it.

(J) Transportation of Artists' Personal Luggage

The Engager will endeavour to handle the Artist's personal luggage for full company engagements from point of pick-up to drop-off and where airline and transport regulations permit. This does not apply to transborder and international engagements. The Artist will make luggage available at the designated luggage call.

(K) Travel Log

A representative of the Engager shall travel with the company at all times. The representative of the Engager will keep a travel log which will indicate departure and arrival times as well as rest breaks and meal times. The Equity Liaison(s) or, in the case of the Equity Liaison(s)' unavailability, a member of stage management will initial the log, indicating awareness of the figures entered and noting any discrepancies.

(L) Vaccinations, etc.

The Engager shall advise the Artists of any required vaccinations, any other medical requirements, or unusual health precautions in advance of departure for any tour, and in sufficient time for the Artist to be able to obtain them. The cost of any such procedures required in advance shall be covered by the Engager.

27:02 Touring Provisions

(A) Hotel Lodging

At least two (2) weeks prior to the commencement of a tour, the Engager must provide the Artist with the name of the designated hotel or hotels in each city in which the Artist will be required to stay. Hotels provided by the Engager must be of at least a three (3) diamond or star (as classified by "CAA Travel") standard except where no such class exists in which case the standard will be of the equivalent class which does exist as determined by similar travel websites. Upon agreement by the Artist that said Artist will occupy said lodgings for at least one (1) day, the Engager shall obtain said lodgings. It is the Artist's responsibility to inform the Engager of any changes in hotel requirements at least seven (7) days in advance of arrival at such hotel or hotels.

(B) Intra-city Transportation

The Engager shall make best efforts to ensure that the hotel is within reasonable walking distance from the Theatre and is reasonably convenient to all amenities that may be required (e.g. restaurants, pharmacy, convenience store, etc.).

(i) In every case where the theatre is situated more than a half (1/2) mile from the hotel, the Engager will provide transportation for the Artist to the theatre and return to the hotel after the performance or rehearsal. Such transportation may be by public transit, if appropriate and with due regard to safety, provided it is discussed in advance and approved by the Communications Committee, including considerations for travel late at night.

Artists will be reimbursed for the cost of such public transportation. If the transportation is by chartered bus, the time of bus departure should not be later than forty-five (45) minutes after the final curtain. Should the Engager delay the departure time of the bus from the theatre beyond the forty-five (45) minutes the actual departure time of the bus shall mark the beginning of the time for the required rest period. Any Artist who is not on the bus when it departs from the theatre shall be responsible for said Artist's own transportation to the hotel.

(ii) Should the Artist travel to the theatre or return to the hotel by any means of transportation other than provided by the Engager, the Artist will not be reimbursed for such travel unless travel is specifically approved by Engager.

(iii) The provisions of this Clause 27:02(B) Intra-city Transportation may be waived in advance of any tour by agreement between the Artists and the Engager, provided Equity also consents in writing.

(C) Free Time on Arrival

(i) The Engager agrees that when an Artist has concluded a trip, there shall be at least two (2) free hours from the time the last Artist has arrived at the hotel to the time of call for the bus trip to the theatre for rehearsal or performance, or any other duties. During this time, the Artist shall not be required to participate in any rehearsal or performance or any duties whatsoever for the Engager, failing which the Artist shall invoice the Engager for additional services at Rate 3 of Clause 13:01(F) Additional Services. (See also Clause 27:05(D) Early Departure.)

(ii) Where a bus is not required to take Artists to the theatre, fifteen (15) minutes shall be allowed in addition to the two (2) hours above.

(D) Overnight Rest Prior to Travel

(i) The Artist may travel no sooner than ten (10) hours following the end of the last preceding performance or rehearsal of the previous day.

(ii) On a non-performance day on which there is travel, the span from the beginning of travel to the end of the last rehearsal, including a Dress Rehearsal, shall not exceed eleven (11) hours. The span may be exceeded only by the length of class.

(E) No Rehearsal After Travel of more than Seven Hours

The Engager further agrees that if any trip exceeds seven (7) hours in length from the time of departure to time of arrival in the new city of performance or stopover, then on that day the Engager will not call any rehearsals.

(F) Tolerance for Delays

There shall be a two-and-a-half (2-1/2) hour tolerance for delays caused by inclement weather, mechanical failure, delays in departure of commercial carriers, or other conditions over which the Engager has no control, including time lost going through security, customs and immigration at international borders.

(G) Maximum Excess Travel

No more than two (2) hours of excess travel may be scheduled on any one (1) day without the express consent of Equity.

(H) Travel Between Midnight and 9:00 a.m.

Night travel shall be deemed to be travel between the hours of midnight and 9:00 a.m. and shall only be by railroad or airplane except with the written permission of Equity. (See also Clause 27:05(D) Early Departure.)

(I) Payment for Night Travel

Whenever transportation is scheduled to occur between the hours of midnight and 9:00 a.m. the Artist shall invoice the Engager for additional services as follows (see also Clause 27:05(D) Early Departure):

(i) between the hours of midnight and 7:00 a.m. at Rate 4 of Clause 13:01(F) Additional Services;

(ii) between the hours of 7:00 a.m. and 9:00 a.m. at Rate 3 of Clause 13:01(F) Additional Services; and

(iii) Clause 27:02(I) Payment for Night Travel (ii) shall not apply in the case of Educational Performances, in the City of Origin, when school schedules demand an early curtain time, provided that the Artist is not required to commence travel prior to 8:30 a.m.

(J) Proof of Insurance

The Engager undertakes that it will contract carriers that carry passenger liability insurance of at least the amount as specified below on each vehicle provided.

2026-2029	
Liability Insurance	$1,000,000.00

(K) Method of Transportation

Not to limit the foregoing where railroad transportation is used, the conditions set forth under Clause 27:03 Railroad Travel are applicable. Where bus transportation is used, the conditions set forth under Clause 27:04 Bus Travel shall be applicable. Where air transportation is used, the conditions set forth under Clause 27:05 Air Transportation shall be applicable. For transportation outside Canada and Continental U.S.A. the conditions set forth in Clause 27:06 Overseas Travel shall be applicable.

(L) Group Registration at Hotel

The Engager agrees if at all possible to make previous arrangements so that the Artists will not be required to register individually immediately upon arrival at their designated hotel, where state, provincial or civic regulations so permit.

(M) Travel Schedule

The travel schedule for the following day shall be posted one-and-a-half (1-1/2) hours before scheduled curtain time the night before travel is to commence.

(N) Restaurant Facilities

The Engager agrees wherever possible to arrange for quality restaurant facilities after the termination of performance. The company manager will make a list of those Artists who have agreed to utilize these restaurant facilities and if necessary demand a deposit. A list shall be posted of those Artists who agreed to use the restaurant facilities, and those Artists shall be held responsible for any penalties or deposits payable due to their non-appearance. The Engager shall provide transportation to such restaurants except where restaurants are available within walking distance.

(O) Run-Outs

At the option of the Engager on condition that the span of the day's work from "pick-up" at a central point to "drop-off" at the same point does not exceed twelve (12) hours (including travel to and from the place of performance and all meal breaks) members of the company may perform away from the City of Origin on payment of the per diem food allowance only and the Engager is, therefore, not required to provide hotel lodging. Provided the return "drop-off" is not later than 1:00 a.m., the provisions of Clause 27:02(I) Payment for Night Travel shall not apply. However, if the return "drop-off" is after midnight the Engager will reimburse Artists for the cost of taxis to their places of residence upon presentation of a receipt.

There must be a twelve (12) hour overnight rest period prior to any day which is governed by the provisions of this Clause 27:02(O) Run-Outs. Where class is given in the City of Origin prior to travel, the overnight rest period shall be deemed to end when class begins, otherwise, it will end when travel begins. Nevertheless, the permissible twelve (12) hour span of the day will always begin with the call for travel.

The provisions of Clauses 27:03(C) Maximum Allowable Travel Time and 27:04(B) Comfort and Safety do not apply.

Where there is both a matinee and evening performance on the same day at the run-out venue and the Engager has designated the previous day as a touring day and arranged lodging in accordance with Clause 13:06 Tour for those who wish it, those who choose not to use such lodging shall be paid only the per diem amount set out in Clause 13:06(B) Per Diem Payment.

27:03 Railroad Travel

(A) General Provisions

(i) Day coach transportation for the company on a non-performance day is limited to ten (10) hours, and night transportation shall include individual first-class sleeping arrangements. If the train schedule requires transportation in excess of nine (9) hours between 11:00 p.m. and 9:00 a.m. a roomette, bedroom, or other first-class sleeping facilities shall be furnished each Artist.

(ii) Permission to travel by rail using any lodging of a standard lower than that specified above must first be obtained in writing from Equity and Equity reserves the right to specify the terms and conditions of such permission if it be granted, including a specified mandatory rest period at the conclusion of such trip.

(B) Travel Between Midnight and 9:00 a.m.

(i) Whenever transportation is scheduled to occur between midnight and 9:00 a.m. the Artist shall invoice the Engager for additional services at Rate 3 of Clause 13:01(F) Additional Services for each hour past midnight or before 9:00 a.m. whichever time is less except where Clause 27:03(A) General Provisions (i) applies.

(ii) Equity agrees that it shall waive the provisions of Clause 27:03(B) Travel Between Midnight and 9:00 a.m. provided the Engager submits to Equity three (3) weeks prior to any contemplated travel between the hours provided for in Clause 27:03(B) Travel Between Midnight and 9:00 a.m. (i), a schedule of railroads to be used which proves conclusively that there is no other train which leaving after 9:00 a.m. would fulfil all the customary conditions of travel. Where it is subsequently determined that there is a train which does leave after 9:00 a.m. and does fulfil the customary conditions of travel, the Engager shall pay to each Artist double the amount of payments set forth in this Clause, except where such a train has been added to the railroad schedule at a time subsequent to the approval given by Equity.

(C) Maximum Allowable Travel Time

Daytime rail travel for each Artist shall be computed from the time of departure to the time when a hotel room is made available to the Artist, and shall not exceed the following:

(i) on non-performance days: nine (9) hours;

(ii) on one-performance days: seven (7) hours; or

(iii) on two-performance days: no travel prior to the performances, maximum of two (2) hours after such performances, provided such travel is completed by midnight, for the purpose of returning to the City of Origin.

Where travel time as set forth here is exceeded, the Artist shall invoice the Engager for additional services at Rate 1 of Clause 13:01(F) Additional Services, except that where the travel time on a two-performance day is exceeded, the Artist

shall invoice the Engager for additional services at Rate 2 of Clause 13:01(F) Additional Services.

(D) Coach Seats

The Engager shall assure each Artist regular seating facilities in any train where such transportation is by coach service.

27:04 Bus Travel

The Engager agrees that where bus transportation is utilized all of the following provisions shall apply:

(A) Allowable Hours

(i) Routing

The Engager shall submit to Equity a detailed routing of any proposed bus tour based on the following schedule of maximum hours per each day of travel:

(a) on a day on which no rehearsal or performance takes place: seven (7) hours;

(b) on a day on which a rehearsal which is not a Dress Rehearsal takes place: five (5) hours;

(c) on a day on which a performance or a Dress Rehearsal takes place: four and a half (4-1/2) hours; or

(d) on two-performance days: no travel prior to the performances, maximum of two (2) hours after such performances provided such travel is completed by midnight, for the purpose of returning to the City of Origin.

(ii) Travel Time Exceeded

If the applicable travel time set forth above is exceeded, the Artist shall invoice the Engager for additional services at Rate 3 of Clause 13:01(F) Additional Services. However, with the written permission of Equity in advance, travel time may be extended by two (2) hours on a non-performance day.

(iii) Application to Equity

Notwithstanding the foregoing, the Engager may apply to Equity for permission to travel a total of eight (8) hours on a non-performance non-rehearsal day, without such travel being considered an additional service, where alternative travel arrangements as a result of limited air travel availability would create serious tour scheduling difficulties. Such application must be made prior to the confirmation of the tour schedule.

(B) Comfort and Safety

(i) For trips other than intra-city or airport transfers, the Engager agrees that the bus shall be of the best type used by first-class long distance bus companies available and that it shall be equipped with heat, air conditioning, separate luggage quarters, luggage racks and lavatories.

(ii) There will be a distance of thirty-one (31) inches from the front of the seat to the front of the seat behind it.

(iii) The bus shall be thoroughly cleaned each day, and the driver shall be responsible for the loading and unloading of all luggage. The Engager shall instruct the driver to obey all traffic regulations, and speed and safety rules.

(iv) For trips of more than three (3) hours' duration on a performance or Dress Rehearsal day and of more than four (4) hours' duration on any other day, a seat next to the allocated seat shall be left empty for those Artists scheduled to perform a Principal or Soloist role that day or the following day provided that this provision does not result in the Engager being required to provide an additional bus.

(v) In the event the bus used to commence a tour requires a replacement because of an emergency, such replacement bus shall meet the same standards as to seating capacity, luggage facilities, ventilation and heating facilities as in the initial bus. Such replacement shall take place within no

more than three (3) days from the date of the occurrence of the emergency. Where such adequate replacement does not take place within the time specified above, the Artists shall have the right to refuse to travel by said bus.

(C) Computation of Travel Time

Travel time shall commence and be computed from the time the bus is scheduled to leave. The Artist shall be prompt for all bus calls. If an Artist is responsible for a delay at any time, such delay shall not be counted as part of the travel time of the company. The Engager may, for the convenience of the company, schedule a second pickup, in which event travel time shall commence from the scheduled departure from the second pickup. Travel time shall be computed separately for each bus. Each bus, upon arriving at its destination, will first deliver the Artists to their hotels. Travel time shall end when a hotel room is made available to the Artist.

(D) Rest Stops

There shall be a minimum of one (1) twenty (20) minute comfort stop during each two (2) hours of travel. The twenty (20) minutes of such comfort stops shall be deemed part of travel time. Time beyond the twenty (20) minutes, if any, shall not be deemed part of the travel time.

(E) Meal Stops

Within the first four (4) hour travel period, there shall be no less than a one (1) hour stop for a meal, which whenever possible shall not occur before noon. After this first stop, meal stops shall occur at intervals not to exceed five (5) hours. If, however, the trip does not commence until after noon, the first meal stop need not occur for five (5) hours. The actual time utilized for such meal stops shall not be considered part of the travel time. If such a meal break is not allowed, then the rest period at the end of the bus travel shall be extended by one (1) hour.

(F) Overnight Rest

There shall be an interval of at least ten (10) hours between the final curtain on any night and the bus call for the next day's travel. In the case of any one (1) day being completely devoted to travel with no performance, there shall be an interval of at least twelve (12) hours between the termination of that day's bus journey and the beginning of the following day's bus journey. In no case shall travel begin sooner than 9:00 a.m. Where travel takes place within this specified rest period, the Artist shall invoice the Engager for additional services at Rate 3 of Clause 13:01(F) Additional Services.

27:05 Air Transportation

(A) General Provisions

It is agreed that the Artist may travel by airplane subject to the following being fulfilled:

The Engager agrees to purchase insurance on the life of each Artist during said airplane travel, having a value of no less than the amount as specified below, through special facilities which are made available by Equity, or to provide the same coverage which shall be satisfactory to Equity through other facilities if available.

2026-2029	
Insurance	$60,000.00

All flights shall be on regularly scheduled airline, or, with special permission, on a chartered flight or military aircraft, such permission by Equity will not be unreasonably withheld.

(B) Computation of Air Travel Time

Air travel time shall be computed from the time of call for departure from the organized point of departure until arrival at destination (hotel or theatre) and is to include travel to and from airports, all waiting time at terminals, flight time and stop-over time, and all delays of any nature whatsoever, however caused, except that there shall be a two (2) hour tolerance for delays caused by inclement

weather, mechanical failure, delays in departure of commercial carriers, or other conditions over which the Engager has no control, including time lost going through customs and immigration at international borders.

(C) Maximum Travel Time

Where the total air travel time exceeds two (2) hours on a two-performance day, six (6) hours on a one-performance day, or nine (9) hours on a non-performance day, the Artist shall invoice the Engager for additional services at Rate 1 of Clause 13:01(F) Additional Services. Where more than two (2) time zones are crossed in travel, rehearsals or performances on the same day must be arranged with Equity in advance, otherwise the Artist shall not be required to rehearse or perform.

(D) Early Departure

Notwithstanding the other provisions of this Agreement, in circumstances where airline schedules so necessitate, travel may begin at 8:00 a.m., on condition that there is no invasion of the required overnight rest period and that the rest period stipulated in Clause 27:02(C) Free Time on Arrival, Item (i) is increased by the amount of time prior to 9:00 a.m. at which travel began.

(E) Tolerance for Delays

(i) Should departure by airplane be delayed due to any conditions, adequate lodging shall be provided to each Artist, including hotel room between midnight and 9:00 a.m.

(ii) If no such lodging is provided, the Artist shall invoice the Engager for additional services at Rate 4 of Clause 13:01(F) Additional Services. Stopover time ceases when a hotel room has been made available to the Artist as above between midnight and 9:00 a.m., but will recommence if a travel call is given before 9:00 a.m. If the journey recommences before 9:00 a.m. at the requirement of the airline, the Artist shall invoice the Engager for additional services at Rate 3 of Clause 13:01(F) Additional Services from the recommencement of the journey up to 9:00 a.m. If the journey recommences before 9:00 a.m. at the requirement of the Engager, the Artist shall invoice the Engager for additional services at Rate 4 of Clause 13:01(F) Additional Services.

(F) Transportation of Scenery/Equipment

When a flight is chartered by the Engager, scenery and other equipment will not be carried in the passenger section of the plane if it is of a nature and size that will cause discomfort to or endanger the Artists.

(G) Individual Travel

When the Artist is required to travel separately from the remainder of the company, the Artist must travel at all times by airlines licensed by Transport Canada or the Civil Aeronautics Board and/or Federal Aviation Authority in the United States.

27:06 Overseas Travel

(A) General Provisions

When the Engager presents the company outside of Canada and the continental United States, the Engager will submit to Equity a proposed international tour rider no less than thirty (30) days (unless otherwise agreed by Equity) prior to the commencement of the tour. Both Equity and the Engager agree to make best efforts to complete the international tour rider as soon as possible and within fourteen (14) days from the date of submission of said rider.

International travel at the commencement and termination of a tour may be undertaken without any penalty provided a compensatory free day is provided for each travel day where travel time is in excess of the hours specified in Clause 27:05(C) Maximum Travel Time and Clause 27:02(I) Payment for Night Travel.

The expense allowance rates for the various cities shall be not less than the National Joint Council of the Public Service of Canada rates for the appropriate expense allowance outside North America using the C-Day 1-30 rate for breakfast, lunch, and dinner. The expense allowance will be provided to the Artist no later than two (2) weeks prior to departure and will be calculated based on the

exchange rate posted on that day, on xe.com, The Universal Currency Converter®.

The international tour rider shall specify the terms and conditions for payment of fees and expense allowance, free days, itinerary, provision of lodging and transportation (including local transportation), passport and visa requirements, insurance, rehearsal and performance schedule and any other arrangements specific to the tour. Other arrangements/information may include the following: specific taxation or government provisions/laws, travel advisories, cultural considerations, specific health risks or unusual health precautions, medical services/emergency procedures, requirement for translators (if necessary), provision of drinking water, non-alcoholic drinks, laundry and stopover expenses.

The Overseas Rider may be a single rider completed in duplicate and signed by all parties. One copy of the Overseas Rider will be kept by the Engager and one copy shall be filed with Equity. Each Artist shall receive a copy of this rider for information.

(B) Information Made Available to Communications Committee

The Engager agrees to keep the Artists' representatives on the Communications Committee informed of the plans for any overseas tour, as they develop, and to identify any potential problems and difficulties such a tour may involve as they become apparent. Discussion of the circumstances surrounding overseas tours in this context is consultative only and final decisions as to arrangements for them are to be made by Equity in accordance with the other provisions of this Clause 27:06 Overseas Travel.

(C) Failure to Reach Agreement

Failure to agree on terms of an Overseas Rider, including per diems, may be treated as a dispute subject to arbitration under the procedures set out in Article 49:00 Dispute Resolution.

28:00 REHEARSAL AND PERFORMANCE CONDITIONS

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

28:01 Dance Surface

The dance surface prior to the commencement of rehearsal or performance shall not be slippery or dirty.

28:02 Floor Covering

A floor covering, if used, must be cleaned with detergent or appropriate solution.

28:03 Clean Surface

The surface must be cleaned daily, in sufficient time prior to use. In rehearsals in which the Artist is required to do floor work, the floor shall be cleaned immediately prior to use.

28:04 Sprung Floor

The Engager shall endeavour to provide a modular portable sprung floor for full company performances in venues where the repertoire and condition of the stage warrants its use and where get-in times available at the venue allow opportunity to lay the floor in conjunction with all other pre-production tasks.

In choosing repertoire for the Concert Group performances, consideration will be given to the quality of the stage floor. Prologue to the Performing Arts programs take the form of a lecture-demonstration format which takes into account the condition of school performance locations and conditions.

Artists shall not be required to rehearse or perform on concrete or marble floors or on any other surfaces which Equity shall deem to be injurious or unsafe.

Prior to each tour the Communications Committee will meet with the Engager's representatives to review anticipated floor conditions for each venue on such tour. Every reasonable effort will be made by the Engager to ensure that optimum conditions will be in place to meet the requirements of this Clause 28:04 Sprung Floor including, where possible, access to the stage for class or rehearsal. The Engager shall identify the anticipated floor conditions for each venue on the tour itinerary.

In the event that unanticipated problems arise with respect to floor conditions a meeting of the Communications Committee, or the Equity Liaison(s), Stage Manager and the Engager's representative if the Communications committee is not available, will be promptly convened to consider the matter.

28:05 Minimum Temperature Achieved Throughout Venue Prior to Any Service Provided

The theatre, rehearsal hall, stage and wings of the stage, dressing rooms, in fact any space where the Dancers are required to rehearse or perform, shall have reached the minimum temperature specified in Clause 28:06 Appropriate Temperature Required for Rehearsal and Performance before the Dancers arrive at the theatre to take class, rehearse or perform. It is recognized that the amount of time needed between the turning on of the heating system and the air reaching the required minimum temperature will vary from theatre to theatre. However, minimum temperature in dressing rooms must be reached at least two (2) hours before curtain time.

28:06 Appropriate Temperature Required for Rehearsal and Performance

Artists will not be required to rehearse or perform where temperature drops below eighteen degrees Celsius (18°C) or sixty-five degrees Fahrenheit (65°F), or exceeds thirty-two degrees Celsius (32°C) or eighty-eight degrees Fahrenheit (88°F). This Clause 28:06 Appropriate Temperature Required for Rehearsal and Performance applies to both indoor and outdoor situations. Accurate thermometers will be installed in an appropriate place in each location where Artists are taking class, rehearsing or performing. Should the temperature fall below or exceed the allowances above, the Engager will ensure that suitable and sufficient cooling or heating devices are readily available. The Engager is responsible to facilitate the implementation of such devices in the studios, or to take all necessary steps to correct the issue in other locations/venues.

In the event of extenuating circumstance (e.g. extreme weather, unforeseeable equipment failure) resulting in temperatures outside the allowable range, an advisory group consisting of three (3) dancer representatives, stage managers on duty, company manager and director of production (or their designate) will meet to determine whether there is an accommodated format of work that is safe and practicable. Such accommodations for performances and rehearsals may include marked or walking spacing rehearsals, specialized technical rehearsals (e.g. flying or fight calls), use of offstage warming areas (in the case of outdoor performances), rehearsal with additional clothing or other accommodations as agreed.

Should the temperature issues not be able to be resolved, and no accommodated format be practicable or agreed upon, the Artists shall not be required to participate in the rehearsal or performance.

The governing temperature shall be that taken a half-hour prior to commencement of the rehearsal or performance. An announcement explaining the situation shall be made to the audience.

28:07 Outdoor Performances

(A) Inclement Weather

When performing in outdoor theatres during inclement weather (e.g. cold temperature, rain, fog, dew), the Engager, the Communications Committee, and the Equity Liaison(s), will confer with a view to rescheduling works with warmer costumes. When the Engager schedules performances in outdoor theatres, the Engager will assure that ballets that utilize warmer costumes are easily available for substitution.

(B) Performance Program Subject to Change

The Engager will, in the Engager's contract with the presenter, reserve the right to make such changes in performances as are dictated by inclement weather.

(C) Wet Stages

Artists will not dance on a wet stage due to rain, fog, dew, etc.

(D) Notification

If there is a program change due to weather, Artists must be notified at least two (2) hours prior to the performance.

28:08 Dressing Room Facilities

Wherever possible, adequate dressing room facilities: mirrors, lights, heat, hot running water, showers with hot water, and adequate space shall be provided. The Engager will make every effort to provide dressing room facilities for supers and students separate from those for other Artists.

28:09 Personal Effects

The Engager shall provide a safe location for the Artists to secure their personal effects.

28:10 Body Make-up

Where suitable bathing facilities are not available at the place of performance, the Artist may not be required to wear body makeup (on any part of the torso except the shoulders) unless the Artist is provided with protective clothing or unless the Artist is reimbursed for any resultant cleaning bill up to the amount as specified below.

2026-2029	
Cleaning Reimbursement	$36.03

28:11 Ballet Barres

While on tour, the Engager agrees to provide barres for class to accommodate every Dancer.

28:12 Smoking

There will be no smoking during rehearsals or classes either in the rehearsal area or on stage.

28:13 Backstage

All backstage areas and passages will be sufficiently illuminated, and wiring on the floor surface and standing lighting equipment shall be sufficiently marked with fluorescent tape or “glo-tape” to ensure the safe movement of the Artists from one area to another.

28:14 Stairs and Platforms

Stairs and platforms that exceed four (4) feet in height must have proper wooden safety railings where set design permits.

28:15 Medical Listings

The Engager shall provide Stage Managers and Equity Liaison(s) with a listing of qualified doctors, osteopaths, chiropractors (qualified for treating types of strains and sprains frequently sustained by Dancers) whenever possible, in each city and town in which the Artist is scheduled to perform.

28:16 Studio Space

During the half (1/2) hour prior to performances a studio will be kept clear for the use of Dancers who are performing, and no rehearsals will occur therein. During intermissions rehearsals may continue, but Dancers in the performance are free to use the studio and the Coaches will be so advised.

28:17 Props in Rehearsal

After consultation with the Communications Committee in relation to upcoming repertoire, every reasonable effort will be made to provide props for use in rehearsal. Such props are to be substitute or alternate props to those actually used in performance.

28:18 Extraordinary Risk

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

(A) Identification of Potential Extraordinary Risks

At the beginning of each Season the Engager, having consulted with stage management, will identify and inform Equity with respect to which productions, with the exception of new productions, contain elements which are extraordinary risks. In the case of new works the Engager will identify and inform Equity with respect to whether the production contains elements which are extraordinary risks as soon as is practicable after an element is identified as an extraordinary risk.

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

(B) Compensation for Injury Resulting from Rendering of Services Involving Extraordinary Risks

When the Artist is called upon to render services involving "extraordinary risks" and is injured in the execution thereof, either during rehearsal or performance, and is consequently unable to rehearse or perform, the Artist shall receive full fee until the Artist is able to return to the company and resume their engagement or for a maximum period of five (5) years, whichever occurs first.

Partial payment in the case of accidents is covered by the insurance policy provided by the Engager to a percentage of the Artist's fee as herein stipulated in said policy, but the Engager shall be required to pay the remainder of the Artist's contractual fee to fulfill the requirements of this Clause 28:18 Extraordinary Risk under any and all circumstances.

(C) Extraordinary Risk Rider

Where the Artist is to be covered by Equity's insurance, and in cases where the Artist is required to render services involving extraordinary risk, the Engager shall sign the Artist to an Extraordinary Risk Rider, a copy of which is to be filed with Equity. The rider shall be signed by both parties (Engager and Artist), shall outline the exact details and nature of the risk, including production name and dates, and shall also outline any and all steps taken to mitigate the risk.

29:00 STAGE MANAGEMENT

29:01 Clauses/Articles Not Applicable to Stage Management

The following Clauses/Articles do not apply to Artists engaged as stage management personnel:

7:12	Meeting(s) with the Artistic Director
14:00	Non-Season Artists
17:06	Services Rendered on a Free Day
20:02	End of the Performance
22:00	Rehearsals
24:00	Company Class
26:00	Posting of Rehearsal and Performance Schedules
30:00	Costumes, Wigs, Shoes, Make-Up, Etc.
31:00	Costume Fittings

29:02 Stage Management Staffing and Engagement Provisions

All stage management personnel shall be signed to NBCA engagement contracts.

The Engager will thoroughly discuss stage management staffing with the Season Stage Managers prior to the start of rehearsals for each Season. The Engager will engage sufficient stage management staff to ensure the safe and efficient running of each production/activity.

The minimum level of stage management staffing shall be:

(A) Season Stage Managers

The Engager will at all times engage at least two (2) Season Stage Managers. Furthermore, there must always be at least one (1) Stage Manager assigned to any performance of the Dancers of the National Ballet of Canada which is separate from the main performance format (e.g. a concert touring group).

All Season Stage Managers, regardless of seniority, shall be engaged on an annual NBCA engagement contract of fifty-two (52) weeks' duration, which fifty-two (52) weeks shall include not less than five (5) weeks' paid vacation.

With regard to the scheduling of vacation weeks, vacation weeks shall be scheduled to allow Season Stage Managers to commence work not less than one (1) week prior to the first rehearsal of a Season for the purposes of a preparation week. When scheduling requires that preparation week to take place during the scheduled vacation, the Season Stage Managers will receive one (1) additional week's salary.

(i) Recognition of Service

(a) Fifth Season of Continuous Engagement

Beginning with their fifth (5th) Season of continuous engagement and in each Season thereafter up to and including the ninth (9th) Season, a Season Stage Manager will be paid not less than one hundred and two-and-a-half percent (102.5%) of the applicable minimum weekly fee or, in cases of above-scale negotiations, of the negotiated contractual fee.

(b) Tenth Season of Continuous Engagement

Beginning with their tenth (10th) Season of continuous engagement and in each Season thereafter up to and including the nineteenth (19th) Season, a Season Stage Manager will be paid not less than one hundred and five percent (105%) of the applicable minimum weekly fee or, in cases of above-scale negotiations, of the negotiated contractual fee.

(c) Twentieth Season of Continuous Engagement

Beginning with their twentieth (20th) Season of continuous engagement and in each Season thereafter, a Season Stage Manager will be paid not less than one hundred and ten percent (110%) of the applicable minimum weekly fee or, in cases of above-scale negotiations, of the negotiated contractual fee.

(B) Non-Season Stage Managers

All Stage Managers engaged for less than a full Season shall be engaged not less than one (1) week prior to the commencement of performances.

(i) Outreach and Education

The Engager shall engage a Stage Manager for all Outreach and Education activities.

(ii) Replacement Stage Manager

Notwithstanding Clause 29:02(A) Season Stage Managers and Clause 29:02(B) Non-Season Stage Managers above, except in the case of an emergency, the Engager will engage a Replacement Stage Manager not less than one (1) week prior to assuming the duties of the outgoing Stage Manager. It is understood that a Replacement Stage Manager engaged to replace a Season Stage Manager will not be subject to the requirement for a fifty-two (52) week contract.

(C) Assistant Stage Manager

The Engager shall engage an Assistant Stage Manager for not less than fifteen (15) weeks in each Season.

However, for the tour of a production that has previously required the engagement of an ASM in Toronto, the tour will also require the engagement of an ASM, such engagement to begin not less than two (2) weeks prior to the departure. The weeks the ASM is engaged for the tour, including the minimum two (2) weeks prior to the tour, shall be in addition to the fifteen (15) weeks noted above.

Vacation pay for an Assistant Stage Manager shall be determined in accordance with Clause 13:09(C) Non-Season Artist.

The Assistant Stage Manager will work under the direction of the Stage Managers and will fulfill all such tasks as are assigned by the Stage Manager(s). The Assistant Stage Manager may never be solely in charge of a performance or a

production and may only be assigned to any performance or production in conjunction with the Stage Manager(s).

Notwithstanding the above, with the agreement of the Season Stage Managers, an Assistant Stage Manager may be assigned to stage manage an Outreach and Education activity.

29:03 Compensation for Additional Engagement Outside an NBCA Engagement Contract

All Equity stage management personnel shall be paid one-sixth (1/6) of their contractual fee for each day or portion thereof on which their services are required prior to the commencement or after the conclusion of the Artist's NBCA engagement contract.

29:04 Overnight Rest

There shall be a ten (10) hour rest period between the end of work on one day and the beginning of work on the following day. If, on the instruction of the Engager, there is less than a ten (10) hour rest period, the Artist shall invoice the Engager for additional services at Rate 3 of Clause 13:01(F) Additional Services.

29:05 Hours of Work

The Engager recognizes that Stage Managers hold a position of supervisory responsibility and, as such, may exercise discretion in arranging their work. Such discretion shall be exercised by the Stage Manager, after consultation with the representative of the Engager. The Stage Managers agree that no overtime will be incurred without the prior approval of the representative of the Engager. Stage Managers cannot be held responsible for any overtime which may arise through circumstances beyond their control.

(A) Additional Services – Daily Hours in Excess of Ten

On any day where a Stage Manager, Assistant Stage Manager or Apprentice Stage Manager works more than ten (10) hours, they will invoice the Engager for additional services at Rate 5 of Clause 13:01(F) Additional Services, for each hour or part thereof.

(B) Sixth Rehearsal Day

On a sixth Rehearsal Day in the City of Origin as permitted under the terms of 22:02 (A)(ii) Special Circumstances, stage management personnel may work not more than three-and-a-half (3-1/2) consecutive hours. Time worked on a sixth day shall be subtracted from the week-day work hours in half-hour increments, not to exceed one half (1/2) hour of work per day. If the Engager does not reduce the week-day work hours, the Artist shall invoice the Engager for additional services at Rate 5 of Clause 13:01(F) Additional Services.

(C) Maximum Number of Consecutive Hours of Work

The maximum number of consecutive hours of work for which stage management personnel may be required to work is five (5) hours and work may not be resumed until the Artist has had at least a one (1) hour break. If stage management personnel are required to work for more than five (5) consecutive hours, they shall invoice the Engager for additional services at Rate 2 of Clause 13:01(F) Additional Services.

29:06 Services Provided on a Free Day

(A) Payment for Non-Performance Call

Should any of the stage management personnel be called on a Free Day, they shall invoice the Engager for additional services at Rate 5 of Clause 13:01(F) Additional Services; the minimum call for such an occasion shall be considered as two (2) hours. Or, at their discretion, the Stage Manager or Assistant Stage Manager may take one and a half (1.5) days off for each Free Day worked, the specific replacement days being agreeable to both Stage Manager or Assistant Stage Manager and Engager.

Should stage management personnel be required to work on a Free Day after twelve (12) consecutive days of work (i.e. second missed Free Day), the Artist shall be compensated at Rate 6 of Clause 13:01(F) Additional Services; the minimum call for such an occasion shall be considered as two (2) hours.

(B) Payment for Performance Call

For any performance on a Free Day, stage management personnel shall receive two sixths (2/6) of their contractual weekly fee.

29:07 Performance On Stage Prohibited

No member of full-time stage management staff may perform except in exceptional circumstances with permission of Equity.

29:08 Free Days

(A) Scheduling

The Free Day for Stage Management need not coincide with that of the Dancers, or any other company members, and may, with the approval of the Engager, be taken in conjunction with annual vacation leave.

(B) Different Days

The Stage Managers and Assistant Stage Managers need not necessarily share the same Free Day.

29:09 Use of Production Materials

No cue sheet, prompt score or production material pertaining to and used to run any performance for the Engager may be utilized by Stage Manager for other purposes (teaching outside companies, etc.) unless permission of the Engager is obtained.

29:10 Guest Engagements by Company Artists

(A) No Stage Management Services Rendered

Guest appearances for outside engagers at other theatrical endeavours by company Artists performing company material shall not constitute grounds for extra payment to stage management, provided that stage management do not render any services in conjunction with rehearsals for, or actual, guest appearances.

(B) Audio/Visual Material preparation

Services such as (but not limited to) the reproduction of audio or video tapes for company Artist(s) preparing for guest appearances for outside Engagers shall be provided by Stage Managers at their own discretion when the Guest Artist is receiving extra compensation for the engagement. Such services are also subject to approval by the Production Director and subject to Clause 38:02(F) Archival Use.

(C) Stage Manager's Discretion

In the case where the company Artist(s) is not receiving extra compensation, such services shall be provided by Stage Managers at the discretion of the Stage Managers. In all cases, reproduction of audio and/or videotapes is subject to approval by the Artistic Director and subject to Clause 38:02(F) Archival Use .

(D) Stage Management Services Rendered

If stage management does render any services in conjunction with rehearsals for, or actual, guest appearances, the Stage Manager(s) will receive no less than one-sixth (1/6) of their contractual fee per day, plus travel and per diem if applicable. This payment shall be charged to the outside engager, but it shall be the responsibility of the Engager if not paid.

(E) No Additional Compensation

If the company Artists are not receiving extra compensation for the performance, the Stage Manager(s) will receive only travel and per diem, if applicable.

29:11 Apprentice Stage Manager Program

In the interest of the continued training and professional development of Canadian Ballet Stage Managers the Engager may engage Stage Management Apprentices. The selection and engagement of a Stage Management Apprentice shall be made in consultation with the Stage Manager and Assistant Stage Manager.

A "Stage Management Apprentice" is a person who intends to make a career in the professional theatre/dance field as a Stage Manager, and who is not a member of any professional performing artists' association or union. Equity will consider any request from a member of a professional performing artists' association or union for permission

to register as an Apprentice where it can be demonstrated to Equity's satisfaction that a bona fide career change is being contemplated.

A Stage Management Apprentice may be engaged under terms outside this Agreement.

(A) Registration

The Engager shall register with Equity (on a form provided by Equity) each Apprentice hired within one (1) week of the engagement by filing a resume and affidavit signed by the Apprentice to the effect that they are not now and never have been a member of any performing artists' association or union or that they wish to apprentice in order to make a bona fide career change. The affidavit and resume shall be accompanied by a fee to be determined by Equity, paid by the Apprentice, for each production for which the Apprentice has been hired.

(B) Maximum Number

The maximum number of Stage Management Apprentices engaged by the Engager shall not, at any time, exceed the current number of Equity stage management personnel engaged by the Engager.

(C) Supervision

The Apprentice Stage Manager shall work under the supervision of the Stage Managers and Assistant Stage Manager or in consultation with the Technical Director during the rehearsals, cueing sessions and scene change rehearsals and performances.

30:00 COSTUMES, WIGS, SHOES, MAKE-UP, ETC.

30:01 General Supplies Provided

The Engager agrees to supply all the Dancers with all properly fitted costumes (including performance tights), wigs, jewellery, beards, hairpieces, shoes, and elastic for shoes (brand and basic size to be determined by the Communications Committee) for all performances and rehearsals and class, as required by the Engager and prior to such performances and rehearsals.

Furthermore, the Engager agrees to provide each female-identifying Dancer with wig hairpins in reasonable quantities according to need and one (1) bolt of pointe shoe ribbon per Season.

30:02 Shoes Provided

The Engager shall provide each Dancer with all pointe and practice shoes as required for all rehearsals and performances. Shoes must be satisfactory to the Dancer as to fit and quality.

30:03 Pointe Shoe Maintenance Allowance

The Engager shall also provide compensation as specified below as a pointe shoe maintenance allowance to each Dancer who requires pointe shoes within the first payroll cycle of each Season.

2026-2029	
Pointe Shoe Maintenance Allowance	$106.85

30:04 Re-imbursement for Purchased Shoes

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

(i) cost of shoes;

(ii) transportation costs to and from the shoe store; and

(iii) the time spent by the Artist in purchasing the shoes shall be counted as part of rehearsal time and the Artist shall invoice the Engager for additional services at Rate 1 of Clause 13:01(F) Additional Services if necessary.

30:05 Character Shoes/Boots

If an Artist is newly cast in a ballet which requires boots or any shoes other than ballet, pointe or character, the Artist must receive a shoe fitting long enough before the first performance of that ballet to allow correction or else the securing of new footwear. All character shoes provided to the Artist must be comfortable. In the event of a cast replacement, this Clause 30:05 Character Shoes/Boots will be implemented at the earliest opportunity.

30:06 Tights, Frillies, and Dance Belts

The Engager agrees to supply each female-identifying Dancer with not less than three (3) pairs of new performance tights for each Season. At the start of each Season, female-identifying Dancers may request up to three (3) pairs of new rehearsal tights, on an as-needed basis. Requested rehearsal tights may be pink, black or skin coloured. Underwear specific to the costume will be provided (briefs, thongs, leotards, bralettes, frillies, etc.). The Engager also agrees to supply each male-identifying Dancer with one (1) pair of rehearsal tights. The Engager also agrees to, upon request of the Dancer, provide the Dancer with up to two (2) pairs of socks and one (1) pair of rehearsal kneepads on an as-needed basis. These garments will be provided to the Dancers every September, or else at the beginning of rehearsals, or, if a new member, at the beginning of their NBCA engagement contract. If at any time tights become unfit for performances, the Engager must replace them. Principal female-identifying Dancers may, if they desire, purchase their preferred brand of tights and submit the receipt for same to the Engager for a reimbursement, which will be paid, provided the shade is approved by Engager.

The Engager shall also, upon request, supply each female-identifying Dancer with six (6) boxes of toe tape and four (4) jars of Second Skin at the beginning of each Season. Furthermore, the Engager will provide each male-identifying Dancer with three (3) dance belts every September, or else at the beginning of rehearsals, or, if a new member, at the beginning of said Dancer's NBCA engagement contract. Such dance belts are to be of a style and type to be determined in consultation with the Dancer representatives on the Communications Committee.

Allotments of the above-listed items provided to Company Life Program (CLP) Dancers shall be on an as-needed basis as determined by the Engager and the repertoire.

30:07 Costume Maintenance

(A) Washable Elements

The Engager shall launder the washable elements of each Artist's costume including tights, frillies, dance belts and thongs on a daily basis.

(B) Dry Cleaning

The Engager shall dry clean each Artist's costumes at the beginning of each Season and after not more than ten (10) wearings of each costume thereafter. However, for the production of the "The Nutcracker" only, costume elements requiring dry cleaning shall be dry cleaned after not more than thirty (30) wearings. The Engager agrees that all washable items will be laundered after not more than one (1) wearing, including performance tights which will be properly identified with the Artists' names and may be made available on a collective basis. Where it might be impossible in special circumstances on a two-performance day to launder the items worn, an exception can be made following prior consultation with and the agreement of the Dancer representatives on the Communications Committee. The Engager agrees to furnish two (2) t-shirts to all male-identifying Dancers on request, which are to be worn under costumes. All the above wearing apparel shall be thoroughly dry and available at the half (1/2) hour call.

30:08 Sharers of Principal and Soloist Roles

Wherever circumstances permit, Sharers of Principal and Soloist roles must have their own costumes for the parts they are sharing, including headdresses and accessories. The Engager agrees to make every effort to implement these requirements.

30:09 Sharing Costumes in a Single Performance

No Artist may wear a costume worn by another person in different acts of the same performance.

30:10 Replacements

In the event of replacements in any scheduled performance, the Engager shall see that costumes and footwear will be ready for the Artist who is going into the part at the half-hour call and the Artist shall be responsible to check all costumes and footwear no later than the half-hour call.

30:11 Transportation of Make-up and Shoes

The Engager agrees that, while on tour, the Engager will arrange to have the Artist's black boxes carried from point to point and to have the practice clothes available for the first class or rehearsal. All female-identifying Dancers shall be provided with two (2) black boxes. Where trucking, border crossings or unloading situations demand, the Artist is required to carry one (1) set of practice clothes, including shoes, in said Artist's personal luggage. In Canada, canvas bags will be made available in lieu of black boxes for the transportation of make-up and shoes. These will be substituted for black boxes when the latter are unavailable for more than two (2) working days or when there is a performance occurring before the boxes become available.

Prior to every tour, the Engager agrees to discuss any foreseeable occasion during which the Artists' black box(es) may not be available with the Dancer representatives on the Communications Committee and to make satisfactory alternative arrangements in consultation with them.

30:12 Container for Pointe Shoes

The Engager agrees to provide and transport a sturdy compartmentalized container for the pointe shoes the Dancer is carrying for the current week. On tour the Engager will provide a container with compartments allocated to Second Soloist and Corps de Ballet Dancers designed to accommodate shoes which would otherwise be carried in each Dancer's own shoe box. This container will be available to the Dancers in each theatre and on the same basis and at the same times as their shoe boxes.

30:13 Artist Responsibility

In the event that the Artist has determined that all costumes and footwear are not available at the half-hour call, the Artist shall be responsible to inform wardrobe. In the event that the wardrobe person is not reasonably available, the Artist will not be held responsible for such notification.

30:14 Sufficient Notice of Change in Roles

Without permission from artistic staff, the Artist is forbidden to change roles with another Artist. When permission to change from announced casting is received, the Artist must inform both stage management and wardrobe department of such change sufficiently in advance of performance to allow proper wardrobe preparation.

31:00 COSTUME FITTINGS

31:01 General Provisions for Costume Fittings

In addition to the regular rehearsal time, the Engager is hereby granted a total number of two (2) free hours per Artist for costume fittings for each new production or each new version of a ballet which involves newly designed costumes. The Engager 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 attend as required, unless said fitting invades the Artist's meal break or overnight rest period. A schedule of the times for such fittings shall be posted and kept by the Engager.

31:02 Payment for Additional Costume Fitting Time

The Engager agrees that any additional hours or fraction thereof spent by the Artist for costume fittings above those provided for in the preceding paragraph, shall be considered rehearsal time. Should the Artist exceed the maximum hours of rehearsal as otherwise provided by this Agreement, the Artist shall invoice the Engager for additional services at Rate 1 of Clause 13:01(F) Additional Services.

32:00 LEAVE FOR SEASON ARTISTS

For any planned leaves, Permission to be Absent forms must be filled out and signed by the appropriate staff of the Engager when an Artist intends to be away from normally scheduled rehearsals or performances. Verbal permission to be absent is not sufficient, excluding medical appointments.

When permission to be absent to guest is granted by the Artistic Director, the Artist is required to include a credit for their appearance(s) as follows in any crediting: "<Artist's Name> appears by kind permission of The National Ballet of Canada."

32:01 Illness or Injury Leave

The Engager agrees that a Season Artist shall be entitled to sick leave of up to a maximum of fourteen (14) days whether separate, or partially or wholly continuous, during any Season. However, notwithstanding the above, where an Artist becomes entitled through sickness or non-work-related injury to extended disability benefits under the extended health insurance plan provided by the Engager, the Engager shall pay for the first seven (7) days. Where an Artist becomes entitled through work related injury to extended disability benefits under the extended health insurance plan provided by the Engager, the Engager shall pay for the first twenty-one (21) days. Where an Artist has become entitled to a benefit claim and there is a delay in benefit payments from the insurer provided by the Engager, the Engager agrees to advance the Artist the equivalent of the Artist's benefit payments on a weekly basis and the Artist agrees to reimburse the Engager for any such advance from benefit payments received.

32:02 Personal Leave

A Season Artist shall be entitled to personal leave with pay for up to three (3) days per Season. These days are in addition to those stipulated in this Agreement and may be taken without explanation. Furthermore, the Engager cannot deny the Artist's request for a personal day if the request complies with the provisions set forth in this Clause 32:02 Personal Leave.

Whenever possible, the Artist must notify the Engager of the intention to take a personal day at least twenty-four (24) hours prior to the first call of the day the Artist plans to take said personal day. Under no circumstances will less than two (2) hours' notice be given prior to the first call of the day.

Personal leave days may not be taken immediately preceding or following sick days, statutory holidays, or as supplementary vacation days. Personal leave days will not be taken consecutively, or during performance weeks, or during the engagement week prior to a scheduled performance without the prior written approval of the Artistic Director.

32:03 Bereavement Leave

In the case of the death of an immediate family member, a Season Artist shall be entitled to bereavement leave with pay for up to three (3) days. For the purposes of this Clause 32:03 Bereavement Leave, immediate family shall include, parent, spouse, including common-law partner, fiancé(e), child, brother, sister, or grandparent.

32:04 Leave of Absence

(A) Request

An Artist's request for a leave of absence must include a date by which they require a response from the Engager.

(B) Seniority

In cases where the Artist has been granted official leave of absence by the Engager in writing, the Artist shall not lose any seniority, as provided for in Clause 13:01(D) Seniority and Service, for the duration of such leave of absence. The Artist shall not accrue additional seniority during the period of this leave of absence.

(C) Guaranteed Position

In the case where an Artist, with no less than five (5) years of seniority with the Engager, has been granted official leave of absence by the Engager in writing, and the leave of absence term is one (1) year or less, the Engager will guarantee the Artist's position in the company upon the Artist's return. It is understood the

Artist must return in a condition fulfilling their contractual duties, according to Clause 7:08 Artist's Physical Condition.

(D) Absence of Two Years or Less

An Artist who has left the Engager for a period of less than two (2) years may be re-engaged with not less than the seniority in the Corps de Ballet accrued upon departure.

32:05 Pregnancy/Maternity Leave, Paternity Leave and Adoption/Surrogacy Leave

(A) Minimum Period and Reinstatement

A leave of absence for pregnancy/maternity for at least seventeen (17) weeks will be given to a Season Artist currently under NBCA engagement contract. Where the Artist intends to return to the company, the Artist shall be reinstated following the leave on terms and conditions no less favourable than the Artist's previous NBCA engagement contract.

(B) Determination of Dates

(i) Dancers

The specific dates of commencement and conclusion of each leave will be determined by the Artistic Director and the Dancer, taking into account the Dancer's ability to continue performing while pregnant or after childbirth, as well as the individual health and personal needs of the Dancer. The Artistic Director will consider opportunities for the Artist to continue performing in a limited capacity (such as walk-on roles) and make best efforts to accommodate the Dancer as long as possible prior to commencing the pregnancy leave. The overall length of an Artist's leave is at the discretion of the Dancer.

(ii) Other Artists

The specific dates of commencement and conclusion of each leave will be determined by the Engager in consultation with the Artist.

Except where the Artist prefers otherwise, pregnancy/maternity leave shall not begin earlier than ten (10) weeks prior to the anticipated date of childbirth and shall end no earlier than twelve (12) weeks following date of childbirth. Notwithstanding the above and when the Artist intends to return to the company, the combined pregnancy/maternity leave shall continue for a maximum of fifty-two (52) weeks.

(C) Fees During Pregnancy/Maternity Leave

For an Artist who has been engaged for more than three (3) Seasons, the Artist shall be paid their contractual fee for up to thirty-four (34) weeks of leave, with the exception of Principal Dancers who shall be paid their contractual fee for the first seventeen (17) weeks, and the minimum weekly fee for the second seventeen (17) weeks. The length of the leave is to be determined by the Artist.

An Artist may request additional unpaid leave, and such requests shall not be unreasonably denied. At the request of the Artist the thirty-four (34) weeks of paid leave may be pro-rated over a period of up to fifty-two (52) weeks.

(D) Partner

An Artist whose partner is due to give birth shall be granted a paid leave of up to four (4) weeks. Additional leave may be granted at the discretion of the Engager. These four (4) weeks are to be taken at the discretion of the Artist, and do not need to be taken consecutively.

(E) Adoption Leave/Surrogacy Leave

An Artist who will become the primary caregiver of an adopted child or a child via surrogate shall be granted paid leave at their contractual fee for up to thirty-four (34) weeks of leave, with the exception of Principal Dancers who shall be paid their contractual fee for the first seventeen (17) weeks, and the minimum weekly fee for the second seventeen (17) weeks. Adoption/Surrogacy Leave is to commence no sooner than one (1) week prior to the adoption or birth taking place and the length of the leave is to be determined by the Artist.

An Artist may request additional unpaid leave, and such requests shall not be unreasonably denied. At the request of the Artist the thirty-four (34) weeks of paid leave may be pro-rated over a period of up to fifty-two (52) weeks.

32:06 Prolonged Absence

In the event that the Artist shall fail to appear for rehearsals or performance for a continuous period of two (2) weeks owing to illness (as to which the Engager may have an examination by a doctor designated and paid by it), the Engager shall have the right, at its election, with Equity concurring, either:

(i) to terminate the engagement of the Artist by giving written notice of such termination to the Artist provided that the Artist shall be paid full compensation as provided for in Clause 32:01 Illness or Injury Leave whether or not the Artist has already received the maximum fourteen (14) days' sick leave with full pay, or any part thereof; or

(ii) consider the Artist on leave without pay during such illness provided that the payment provided for in Clause 32:06 Prolonged Absence (i) is made and the Artist continues to receive the full benefits under the extended health insurance plan provided by the Engager, in which event this Agreement shall remain in full force and effect in all other respects.

33:00 PHOTOGRAPHY

33:01 Notice

All photo calls and sessions shall be considered as rehearsal time. The Artist shall receive at least twenty-four (24) hours' notice of such photography, except in the case of special news release photography. Special news photography means "candid shot" and the Artist is not required to pose.

33:02 Artist Identification

The names of all Soloist and Principal Dancers, Dancers performing Soloist or Principal roles, and all Dancers in photographs of four (4) Dancers or less, shall be printed with all photographs whenever and wherever used or displayed within the control of, or at the direction of, the Engager.

33:03 Interviews

Time involved in interviews, with or without photography, is voluntarily given by the Artist and shall not be counted as rehearsal time, unless required by the Engager.

33:04 Promotional Photos and Appearances

(A) Reimbursement for Expenses and Commercial Products

The Engager shall reimburse the Artist for all reasonable personal expenses incurred in connection with personal and publicity appearances initiated or requested by the Engager. The Engager must obtain the Artist's prior written authorization before the Artist's photo may be used to promote or endorse a commercial product (including books and advertisements) and said authorization must specify the commercial product involved.

For the purposes of this Clause 33:04(A) Reimbursement for Expenses and Commercial Products, "commercial product" refers to a product produced by a person or entity other than the Engager. Use of imagery for merchandise created by The Volunteer Committee, The National Ballet of Canada for the sole purpose of sale at the Ballet Boutique is exempt from this reimbursement.

(B) Compensation

If the Artist consents to the use of said Artist's photo, the Artist shall be paid no less than the amount as specified below for said use.

2026-2029	
Use of Photo	$151.41

Artists called to a photo call for the purpose described above, whether said call is at the theatre or elsewhere, shall be paid the amount as specified below per hour for said call, but shall be paid no additional sums for use of photos taken during said call.

2026-2029	
Photo Call, per hour	$141.79

The above fees may be waived at the discretion of the Artist, Equity consenting.

33:05 Meal Break Prior to Photo Shoot

If a photo call is preceded by a meal break, then that meal break shall be one-and-a-half (1-1/2) hours. This period includes time to put on costumes and make-up.

33:06 Artist's Approval of Photos for Use in Publicity

(A) Use by the Engager

All Artists shall have the right of approval of photographs for use in publicity. This approval shall be in writing and shall not be unreasonably withheld. This Clause 33:06 Artist's Approval of Photos for Use in Publicity does not apply to photographs of three (3) or more Dancers. Photographs not disapproved within forty-eight (48) hours after submission to the Artist shall be considered approved. However, photographs identified as "selects" not disapproved within twenty-four (24) hours after submission to the Artist shall be considered approved.

(B) Third Party Use – Media Reviews and Publicity

Photographs taken at a dress rehearsal that are selected for media reviews and publicity the following day will be sent to featured Dancers and the Artistic Director the morning following the dress rehearsal. Due to the tight turnaround times required for this material, all photographs received by no later than 11:00 a.m. must be approved by 12:00 p.m. (noon). If no approval is received from the Dancer within these timeframes, the Artistic Director's approval will stand.

When submitting photographs to an Artist for approval, the Engager shall endeavour to provide as much information as possible with regard to the intended usage, including context, size, scope, materials, etc. The Engager shall endeavour to provide the material for approval to the Artist in the highest quality and resolution possible, and preferably in digital format.

Whenever it is planned that an image will be used in a size or scope that is larger than life-size, the Artist will have the right of approval specific to that use, even if the image has previously been approved.

Outside of cosmetic changes (airbrushing, cropping, tinting, etc.), the Artist must also approve any photograph in which their image has been altered or placed in a context unrelated to the original photograph.

33:07 Use of Photographs by the Artist

Where the Engager is empowered to do so, and at the request of the Artist, and with the consent of all Artists who appear or whose work appears in the photograph, the Engager shall provide approved, fully optimized, high resolution photographs in the Engager's database in digital format in which an Artist appears to an Artist for their own individual use, including but not limited to self-promotion, social media, etc.

The Artist shall confirm that the photograph may not be modified or manipulated in any way, and may only be used as follows:

(i) non-commercial, non-curated, generic content, open access photo sharing websites; and/or

(ii) the Artist's zone of social media websites; and/or

(iii) the Artist's own website;

(iv) appropriate credits are included with every use;

(v) photos can only be used after the Engager's initial use

provided that:

(a) the Artist uses his/her best efforts to ensure that the material cannot be downloaded; and

(b) no revenue is generated from the material.

The Engager shall not be responsible for any subsequent misuse of the material, either by the Artist or stemming from the use of the material by the Artist whether such misuse arises from the use of the materials for the purposes set forth by the Artist in his/her request to the Engager, or for any other uses.

The Artist shall fully indemnify, hold harmless and defend (collectively "indemnify" and "indemnification") the Engager and its directors, officers, employees, representatives and independent contractors from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable legal fees and costs), whether or not involving a third party claim, which arise out of or relate to:

(i) any breach of any representation or warranty of the Artist contained in this Clause 33:07 Use of Photographs by the Artist, or

(ii) any breach or violation of any covenant or other obligation or duty of the Artist under this Clause 33:07 Use of Photographs by the Artist.

For the purposes of this Clause 33:07 Use of Photographs by the Artist, "Artist" shall include other Artists (such as designers) whose artistic contribution to the production is represented in the recorded material. The Engager shall be responsible for securing the appropriate written permissions from all Artists.

33:08 Curtain Call Photography

The Engager may allow and encourage audience members the opportunity to capture the curtain call to promote that they were at the ballet on social media. This will be added to the Stage Manager's announcement at the top of the performance and/or included in the house programme.

Any photography or recording by the audience during the performance will be strictly monitored and prohibited.

34:00 ADVERTISING

34:01 Requirement for a Signed NBCA Engagement Contract

The Engager will not advertise or announce the future appearances of an Artist nor use any photographs suggesting the same without a signed NBCA engagement contract with said Artist.

34:02 Engager's Responsibility

The Engager shall not be responsible for the public appearance of an Artist's name, likeness, photograph, or image in connection with any performance if it shall be proved that the name or likeness of the Equity member was placed before the public by the Equity member, the member's personal representative or manager or without the knowledge or consent of the Engager by the local manager of the newspaper in the city where the performance shall be scheduled to take place.

35:00 BILLING

35:01 House Programme

A House Programme will be provided to all audience members. This House Programme will have a "QR code" or equivalent mechanism that will link to the Engager's website and include casting, Artist credits, biographies, synopses and background information for each production. Casting changes will be made to the casting list on the website as soon as they are known and no later than one (1) hour prior to curtain. Any casting changes not made to the website or made after one (1) hour prior to curtain shall be announced to the audience over a public address system. (See also Clause 36:01 General Provisions.)

35:02 Artist Leaves the Company

When a Principal Dancer or Soloist leaves the company, said Artist's name and/or likeness (in photographs portraying three members or less) must be removed from all displays except as provided for in Article 36:00 House Programme. The removal shall be made prior to the first performance of the Artist's successor. Should the Engager fail to comply with this Clause 35:02 Artist Leaves the Company within three (3) days after giving of written notice either by the Artist, the Artist's successor, and/or Equity, the Engager shall pay extra to the Artist currently performing and to the Artist whose name

and/or likeness has not been removed, one-seventh (1/7) of their respective weekly fees for each day that the Engager has not complied.

36:00 HOUSE PROGRAMME

36:01 General Provisions

(See also Clause 35:01 House Programme.)

The Engager shall distribute the House Programme to the audience. The House Programme will include a printed insert, "QR Code" or equivalent mechanism to access the website directly. The website will be aligned with the performance casting and will include performance dates and the names of all Artists.

Where a change in casting occurs, the website will be updated as soon as possible and no later than one (1) hour prior to curtain. Any casting changes not made to the website or made after one (1) hour prior to curtain shall be announced to the audience over a public address system.

The Stage Manager and Assistant Stage Manager shall receive billing for their specific production on the credit page of the house programme handed out to audience members at the performance and on the website. The Engager shall include the biographies of all stage management personnel on the website.

When engaged for a specific production, the Fight Director and/or Intimacy Director/Intimacy Consultant shall receive billing for that specific production on the credit page of the house programme handed out to audience members at the performance, and on the website.

In the event of errors or omissions where the role(s) cannot be updated on the website before the house opens, the Engager agrees to make an announcement to the audience correcting the error or omission before the performance.

For each failure either to update the casting on the website or to make an announcement of casting change or correcting an error or omission as stipulated above, the Engager shall pay the Artist involved one-seventh (1/7) of the Artist's contractual fee for each week or part thereof during which the omission or error continues.

36:02 Artist's Right of Approval

The Artist shall have the right of approval of biographical material on the website, which approval shall be in writing, and shall not be unreasonably withheld. Biographical material not disapproved within twenty-four (24) hours of its submission to the Artist shall be considered approved.

36:03 Use of Photos in an Historical Context

Use of photographs in an historical context may be the subject of a special agreement between Equity and Engager.

36:04 Waiver Prohibited

There will be no riders to an Artist's NBCA engagement contract waiving any provisions of Article 36:00 House Programme.

37:00 RECORDINGS FOR USE IN PRODUCTION

37:01 Notification to Equity

The Engager shall notify Equity of the intent to make a recording for use in a production.

37:02 Artist Under Contract

The Engager may make a recording(s) to be used in a production with no additional compensation to the Artist, provided that such recordings are made during allowable rehearsal hours. Calls for recordings made outside of the allowable rehearsal hours shall be compensated in accordance with the Additional Services provisions of 13:01(F) Additional Services.

The recording may be used only during the period in which the Artist is engaged and only for the production for which it has been made.

If the Artist's contract is terminated, is not renewed, or the Artist leaves the company after making a recording for use in production, and the recording is to be used by the Engager or by another company or co-producer after the Artist's departure, the Engager may, in lieu of making a new recording, with the Artist's written consent, pay the Artist

for the continued use of the recording at a rate per performance of not less than one-seventh (1/7) of the Artist's contractual weekly fee while engaged for the production.

Artists will be due no additional compensation for future use of recordings in which an Artist is not readily identifiable (e.g. due to abstract manipulation of imagery or imagery of silhouettes) or when the Artist appears in recordings featuring more than six (6) Artists simultaneously.

37:03 Artist Not Under Contract

An Artist engaged solely for audio and/or visual recordings, not otherwise engaged for the production, shall be paid one-sixth (1/6) of the applicable minimum weekly fee per day for recording sessions. For the Engager's use of such a recording the Artist shall receive a weekly royalty to be negotiated at the time of the Artist's engagement of no less than two-and-a-half percent (2-1/2%) of the applicable minimum weekly fee.

37:04 Production Re-mounted after Closing

If a production is re-mounted after closing, the Engager may, in lieu of making a new recording, pay the Artist for the continued use of recordings made under the provisions of this Article 37:00 Recordings for Use in Production at a rate per performance of not less than one-seventh (1/7) of the Artist's applicable weekly fee while engaged for the production for which the recording was made.

38:00 RECORDINGS FOR NON-COMMERCIAL PURPOSES

This Article 38:00 Recordings for Non-Commercial Purposes covers the recording and non-commercial usage of recordings made of a production, or other performance-based activity as articulated in the Preamble of this Agreement, in whole or part through the use of any and all devices now in existence and yet to be developed.

The Engager may make and use recordings as stipulated in this Article 38:00 Recordings for Non-Commercial Purposes without any additional compensation to the Artist.

38:01 Recording by Third Party for Publicity Purposes

For the purpose of promoting the Engager, its productions, and/or the Artists, a maximum of five (5) minutes of performance and/or rehearsal of each production may be recorded by a broadcaster and presented on a news, current affairs arts, lifestyle, or similar programming (including website use) during the current Season or the immediately following Season, provided that the Engager notifies the Artists in advance, in writing. The written notification shall include the full particulars of the recording, and a copy of the notification shall be filed with Equity.

38:02 Recordings by the Engager

(A) Provision for Recording and Notice

(i) Publicity

The Engager may record regularly scheduled rehearsal or performance for publicity purposes as stipulated in this Clause 38:02 Recordings by the Engager with no less than twenty-four (24) hours' written notification to the Artist(s) and to Equity.

(ii) For Purposes of Choreographers and Stagers

The Engager may record sections of regularly scheduled rehearsal for the purposes of sending to a Choreographer or Stager with no less than twenty-four (24) hours' written notification to the Artist(s).

(B) Artist's Approval of Recordings for Use in Publicity

(i) Use by the Engager

All Artists shall have the right of approval of recordings made by the Engager for use in publicity. This approval shall be in writing and shall not be unreasonably withheld. This approval does not apply to recordings of three (3) or more Dancers. Recordings not disapproved within twenty-four (24) hours after submission to the Artist shall be considered approved.

(ii) Third Party Use – Media Reviews and Publicity

Recordings made by the Engager at a dress rehearsal that are selected for media reviews and publicity the following day will be sent to featured Dancers and the Artistic Director the morning following the dress rehearsal.

Due to the tight turnaround times required for this material, all recordings received by no later than 11:00 a.m. must be approved by 12:00 p.m. (noon). Dancers will have two (2) hours to approve any recordings received after 11:00 a.m. If no approval is received from the Dancer within these timeframes, the Artistic Director's approval will stand.

Should the Engager significantly alter the recorded material from its original form, which results in the appearance of the Artist being altered, then the Engager shall seek a subsequent approval for the use of the recorded material. This provision does not apply when material is simply edited or condensed.

(C) Allowable Usage

(i) Use During the Current Season

The Engager may use material recorded in accordance with this Clause 38:02 Recordings by the Engager for publicity purposes during the current Season. There may not be more than a total of ten (10) minutes of footage (rehearsal and/or performance) of each production posted at any one time. The edited footage contained in the allowable ten (10) minutes may change at the Engager's discretion.

The Engager warrants that it is responsible for any misuse of the material. The Engager will take whatever steps it deems necessary to ensure that the recorded material is not repackaged in any way nor may the recorded material be used for any other purpose than to promote and publicize the production during the current Season.

(ii) Use by Presenter

Where the Engager is to be presented by another party, the Engager may provide up to five (5) minutes of recorded material of a production to the presenter for the purposes of publicizing and promoting the production. The Engager warrants that it is responsible for any misuse of the material. The Engager will take whatever steps it deems necessary to ensure that the recorded material is not repackaged in any way, nor may the recorded material be used for any other purpose than to promote and publicize the production.

(iii) Extended Website Use

A maximum of ten (10) minutes of recorded performance or rehearsal footage as described in Clause 38:02(C) Allowable Usage (i) Use During the Current Season, or production photographs (promotional material) of each production, may be presented on the Engager's website on the following conditions:

- **(a)** the Engager uses its best efforts to ensure that the material cannot be downloaded, including but not limited to streaming video material;
- **(b)** the Engager does not receive any revenue for the use of the material;
- **(c)** any Artist appearing in a Principal or Soloist role, or appearing in footage that features six (6) or less Artists, shall have the right of approval over the use of the material for this specific purpose;
- **(d)** the names of all Artists shall appear on the website alongside the material; and
- **(e)** the Engager warrants that it is responsible for any misuse of the material.

(iv) Other Promotional Uses

In addition to the provisions for other uses in this Clause 38:02(C) Allowable Usage, the Engager may use up to a total of ten (10) minutes of footage (rehearsal and/or performance) per production during the current Season for the following uses:

(a) The Engager's lobbies' TV screens for lobby loops (including in the FSC and any other venues where the Engager performs);

(b) Promotion on social media and new media platforms, including promoted posts and responsive display advertising in order to reach a wider audience;

(c) Marketing e-blasts to current and potential patrons and sponsors;

(d) Archival exhibits where the material has been displayed;

(e) Educational or promotional videos for exhibition in theatres where the presentation of the live performance takes place;

(f) Promotional screens including but not limited to billboards, screens in elevators, Toronto's underground PATH and in public transit stations;

(g) Up to thirty (30) seconds for use in a "mobile app"; and/or

(h) Up to eight (8) minutes of rehearsal and/or performance may be streamed live, on the condition that an entire work is not presented and that the affected Artists receive no less than twenty-four (24) hours' notice that the live stream will be taking place.

The conditions of Clause 38:02(C)(iii) Extended Website Use above shall apply to these additional uses. Artists will be given no less than twenty-four (24) hours to review and approve the clips. It is understood that requirement for approval as outlined herein and in Clause 38:02(C)(iii) Extended Website Use, Item (c) does not apply to material streamed live in accordance with 38:02(C) Allowable Usage (iv) Other Promotional Uses, Item (h) above.

Should the Engager contemplate the use of material recorded prior to the 2010-2013 NBCA, the Engager shall consult with Equity to determine if any arrangements are required.

(v) Provision of Material to Another Ballet Company

The Engager may provide up to five (5) minutes of previously recorded material or still photographs of a production to another ballet company mounting the same production and which has previously only been mounted by the Engager until such time as that company has created its own publicity materials.

(D) Sensitive Material

In no case may the Engager use any recorded material which features nudity or semi-nudity without the prior permission of the Artists in the recording. It is further understood that the Engager will be particularly sensitive about using any material which contains images of children.

(E) Credits

For the uses outlined above, all Artists involved in the production, including performers, stage management artists, Directors, Choreographers and/or Fight Directors or Intimacy Directors/Intimacy Consultants, whether appearing in the recorded clip or not, must be credited. However, such rolling lists of credits shall not be included in the time limits as specified above. Additionally, there shall be a credit stating that the Artists have appeared by permission of Canadian Actors' Equity Association. The requirement to credit either the Artists or Equity does not apply to clips appearing on public screens, including lobby screens. However, all material appearing on any website shall include these credits.

(F) Archival Use

Recorded material captured in accordance with this Clause may be retained for archival purposes. Archive recordings may be used by the Artist and the Engager strictly for study purposes.

(G) Approval of Still Images

The Artist shall have right of approval of all still images used within the context of this Clause 38:02 Recordings by the Engager. Such approval shall be in writing and shall not be unreasonably withheld. Material not disapproved within twenty-four (24) hours of its submission to the Artist shall be considered approved. Approval is not required for group photographs consisting of three (3) or more Dancers.

Additionally, such approval is required for all still images that the Engager obtains from outside sources (e.g. Facebook, Twitter), regardless of the number of Artists in the image.

38:03 Use of Recordings by the Artist

Where the Engager is empowered to do so, and at the request of the Artist, and with the consent of all Artists who appear or whose work appears in the recorded material, the Engager may provide up to ten (10) minutes of material recorded in accordance with Clause 38:02(A) Provision for Recording and Notice and used in accordance with Clause 38:02(C) Allowable Usage, per production, to an Artist for their own individual use, including but not limited to self-promotion, social media, etc.

The Artist shall confirm that the recording may not be modified or manipulated in any way, and may only be used as follows:

(i) non-commercial, non-curated, generic content, open access video sharing websites; and/or

(ii) the Artist's zone of social media websites; and/or

(iii) the Artist's own website, provided that:

- **(a)** the Artist uses their best efforts to ensure that the material cannot be downloaded; and
- **(b)** no revenue is generated from the viewing of the material.

Notwithstanding the ten (10) minute limitation noted above, the Engager will consider, upon request of the Artist, providing additional footage to the Artist for non-broadcast use (not for use on the internet) for the Artist's self-promotion, including submissions to funding bodies, granting agencies, demo reels, etc.

The Engager shall not be responsible for any subsequent misuse of the material, either by the Artist or stemming from the use of the material by the Artist whether such misuse arises from the use of the materials for the purposes set forth by the Artist in their request to the Engager, or for any other uses.

The Artist shall fully indemnify, hold harmless and defend (collectively "indemnify" and "indemnification") the Engager and its directors, officers, employees, representatives and independent contractors from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable legal fees and costs), whether or not involving a third party claim, which arise out of or relate to:

(i) Any breach of any representation or warranty of the Artist contained in this Clause Use of Recordings by the Artist, or

(ii) Any breach or violation of any covenant or other obligation or duty of the Artist under this Clause Use of Recordings by the Artist.

For the purposes of this Clause Use of Recordings by the Artist, "Artist" shall include other Artists (such as designers) whose artistic contribution to the production is represented in the recorded material. The Engager shall be responsible for securing the appropriate written permissions from all Artists.

38:04 Unanticipated Recordings

In the event the Engager is presented with the opportunity to participate in an activity, either to be recorded, or with a recorded element, that is not provided for in this Article 38:00 Recordings for Non-Commercial Purposes, Equity and the Engager will discuss any arrangements that may be required. Equity acknowledges the importance of the Engager's participation in diverse activities and the promotional opportunities they provide.

39:00 RECORDINGS FOR COMMERCIAL PURPOSES

This Article 39:00 Recordings for Commercial Purposes covers the recording and commercial usage of recordings made of a production, or other performance-based activity as articulated in the Preamble of this Agreement, in whole or part through the use of any and all devices now in existence and yet to be developed. Recordings under this Article 39:00 Recordings for Commercial Purposes will require contractual arrangements to be put in place with ACTRA, and unless otherwise provided for herein, ACTRA rules shall apply.

39:01 Notification and Permission

The Engager shall not undertake the making or use of recordings for commercial purposes without prior notification to and consent of Equity.

39:02 Intent to Record

The Engager may express the possibility of recording or broadcasting the production for which the Artist has been engaged, and the Artist may agree to participate in such a recording or broadcast by means of a rider to the Artist's NBCA engagement contract. Such a possibility shall in no way be binding upon the Engager and is solely intended to make the Artist aware that such a possibility exists. However, negotiations for payment for a recording or broadcast may take place after the NBCA engagement contract is negotiated and signed.

The Engager may not offer the Artist a contract for a recording of any kind except by means of an appropriate ACTRA contract according to the terms of this Article 39:00 Recordings for Commercial Purposes.

39:03 Contractual Arrangements

(A) Performers

Performers shall be signed to a separate ACTRA contract for the recording and copies of the contracts shall be filed with Equity by the Engager. The Engager agrees that the responsibility for the payments lies solely and exclusively with the Engager and all payments to the Artist shall be in addition to and separate from payment and fees stipulated in the Artist's NBCA engagement contract for the period with the exception that residual payments are the responsibility of the individual or entity signing the ACTRA contract as producer.

(B) Non-Performing Artists

The Engager shall contact Equity to make arrangements for payment to any affected non-performing Artists. Any agreed upon terms shall be stipulated in a rider to the Artist's NBCA engagement contract.

Payment for a Non-Performing Artist will be not less than the highest rate paid to a Performer.

39:04 Payments in Addition to Equity Fees

All payments to the Artist for such work shall be in addition to and separate from payments and fees stipulated in the Artist's NBCA engagement contract.

39:05 Commercial Use of a Recording Made for Non-Commercial Purposes

Should the Engager contemplate the commercial use of any recordings made under the provisions of Article 38:00 Recordings for Non-Commercial Purposes, the Engager shall ensure that appropriate arrangements are put into place.

39:06 Recording of Regularly Scheduled Rehearsal and/or Performance

Within the allowable rehearsal and performance hours of this Agreement, the Engager may record a regularly scheduled rehearsal and/or performance for commercial use provided that applicable contractual arrangements are made prior to the recording taking place. In such a case, the Engager will give the Artist not less than forty-eight (48) hours' written notice prior to the recording take place. A copy of this notice shall be filed with Equity.

39:07 Specially Prepared Recording

A specially prepared recording is defined as a recording of a rehearsal and/or performance that is undertaken solely for the purposes of the recording, either at the theatre or elsewhere (e.g. studio). A specially prepared recording or rehearsals for a specially prepared recording may not be made on a two-performance day.

(A) Recording on a Single Performance Day

On a day on which the Artist has no more than one (1) performance, the Artist may be called for the purpose of a specially prepared recording to a maximum of five (5) out of a span of seven (7) hours with a one (1) hour break after no more than four (4) hours. The recording call shall be completed no later than ninety (90) minutes prior to the Artist's half-hour call.

(B) Recording on a Non-Performance Day

On a day on which the Artist has no performance scheduled, the recording sessions including rehearsals may be a maximum of eight (8) out of twelve (12) hours. The overnight rest period the night prior to and the night following the making of a specially prepared recording shall not be less than ten (10) hours.

39:08 Unanticipated Recordings

In the event the Engager is presented with the opportunity to participate in an activity, either to be recorded, or with a recorded element, that is not provided for in this Article 39:00 Recordings for Commercial Purposes, Equity and the Engager will discuss with ACTRA any arrangements that may be required. In recognition of the importance of these opportunities, Equity will endeavour to facilitate the discussions with ACTRA in a timely manner.

40:00 LIVE SIMULCAST

40:01 Simulcasts for Non-Paying Audiences

For an event where there will be significant publicity, exposure for the Engager, and promotion of the Artist, the Engager may simulcast a single performance up to a maximum of four (4) performances per Season without additional payment to the Artists, provided that:

(i) the simulcast is not recorded or preserved in any way;

(ii) the simulcast is broadcast into a public space to which there is no admission charged;

(iii) the Engager does not receive any fee for the simulcast; and

(iv) no other employee, staff, or contractor of the Engager receives additional remuneration for participating or facilitating the simulcast. This does not include the hiring of casual labour or other individuals (such as camera people) whose employment is specifically and solely related to facilitating the simulcast.

40:02 Introduction

The Artists performing in the simulcast performance shall be prominently introduced prior to the start of the simulcast through the use of a pre-recorded introduction for the event. Principal Dancers and Soloists shall be featured individually. The Artists of the Corps de Ballet may be featured in groups of up to six (6) Dancers provided that each Artist's face and name is easily identifiable.

The Artists shall not receive any additional compensation for the recording of the introduction provided that such recording takes place within regular rehearsal hours.

Corporate sponsors (including logos) may only appear on the title card of the introduction.

40:03 Use of Introduction on Website

The introduction may be presented on the Engager's website. The Engager shall use its best efforts to ensure that the material cannot be downloaded and warrants that it is responsible for any misuse of the material.

41:00 EQUITY LIAISONS AND REPRESENTATIVES

41:01 Equity Liaisons

Equity Liaisons shall be permitted in the company. The Engager acknowledges the right of Artists to fulfill their reasonable duties or obligations as Equity Liaison(s). The Artists will elect two (2) Equity Liaisons for each Season, such election to be held when all Season Artists, including non-52-week Artists, are on contract for the Season. Until such time as the Equity Liaisons are elected for each Season, the Liaisons from the previous Season will maintain their positions. The Stage Manager shall notify Equity and the Engager who has been elected as Liaisons for each Season. The Engager shall not dismiss or otherwise penalize any Equity member for fulfilling their duties or obligations as an Equity Liaison.

41:02 Responsibilities of the Equity Liaisons

The duly elected Equity Liaisons act as a liaison for the Artists engaged by the Engager in matters concerning contractual questions, matters concerning the application of this Agreement, matters of health and safety, and other matters as provided for in this Agreement. The Equity Liaisons work on behalf of the Artists and in conjunction with Equity staff to resolve any concerns or issues as necessary.

The final determination of the interpretation or application of any specific Article of this Agreement lies with Equity and is not the responsibility of the Liaisons.

The Liaisons will be responsible to submit a completed Liaison Release Form at the end of the Season.

41:03 Secret Ballot

At all meetings of the Artists called by the Equity Liaison(s), the vote shall be by secret ballot.

41:04 Representatives of Equity

Any officer or other duly authorized representative of Equity shall be admitted to the premises of the Engager or such other place where the company is working at any and all times, and the Engager agrees to co-operate with such representative in dealing with all matters pertaining to the official business of Equity. Equity agrees that before any of its officers enter the premises of the Engager due notification will be given to the Engager and all reasonable discretion will be used.

Duly authorized representatives of Equity shall have free access to the stage and to all members of Equity at all times, inclusive of rehearsals and performances. Equity may represent its members in any dispute which may arise with the Engager.

42:00 EQUITY – SPECIAL PROVISIONS

42:01 Meetings

Meetings called by the Engager shall be considered as rehearsal time and shall be attended by all Artists. Notice of such meetings and subject matter are to be posted at least twenty-four (24) hours in advance.

When meetings are called by Equity or the Equity Liaison(s), which occur during regular rehearsal hours causing a loss of rehearsal time, this time can be recaptured by the Engager within five (5) working days.

When open meetings are held in conjunction with the Communications Committee, a half of the time lost from rehearsal can be recaptured within five (5) working days.

42:02 Special Power to Act for Artist

(A) Authority

Whenever it is provided in any Artist's NBCA engagement contract that any act or thing may be done by a member:

(i) at the option of, or with the consent of, or at the request of Equity; or

(ii) on the demand of, or with the consent of such member; then

Equity, representing the Artist, has and is given authority to act for and in the place of the member and to assert the member's position or make the member's request or demand, as the case may be, with all of the power and authority of the member, without liability to itself.

(B) Discretionary Power

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

(C) Interpretation of the Agreement

As far as the Engager is concerned, the interpretation of the Artist's NBCA engagement contract is the Artist's own responsibility and cannot rest on Equity.

Oral statements or interpretations often lead to confusion and disagreement. Oral or telephone rulings by Equity are not binding on Equity or, except with its consent, upon its members, and written rulings or interpretations must be either approved or given by the Executive Director or their designate.

42:03 Equity Membership Meetings

The Engager recognizes that the Artist, as a member of Equity, has a right to attend its meetings. The Engager shall not require the services of the Artist for rehearsals, except in the case of a Dress Rehearsal or a rehearsal on the day of opening, at any time when a regularly called meeting of Equity is held. Time off to attend such meetings shall not be counted as part of that day's rehearsal period, however, but may be reclaimed from the Artist only during the calendar week in which it occurs and at not more than two (2) hours per day. Nevertheless, if Equity does not provide the Engager with, at least, two (2) weeks' written notice of such a meeting, the Engager may reclaim the time off from the Artist during the twenty-eight (28) days following the meeting.

43:00 TERMINATION

43:01 Termination of Engagement Contract

It is the essence of all NBCA engagement contracts that they be entered into by both the Engager and the Artist with a commitment to fulfill the contract. Termination of the NBCA engagement contract during the term shall only take place as follows:

(A) Mutual Agreement

With the consent of Equity, an NBCA engagement contract may be terminated by mutual agreement between the parties to the contract. The agreed upon mutual termination, date it becomes effective and conditions, if any, shall be executed in writing and signed by both parties, a copy to be filed with Equity immediately. The mutual termination shall not be considered to have been completed until Equity has consented in writing.

(B) Termination Initiated by the Artist

An Artist may request termination of their NBCA engagement contract prior to its end date. This request must be provided to the Engager in writing, and a copy filed with Equity by the Artist at the same time. The Engager will then consider under which conditions it may release the Artist from their engagement contract.

In the case where a Dancer is requesting to terminate their NBCA engagement contract prior to the end date, and in the case where the Dancer's request is not dictated by reasons of health, the Engager may charge the Dancer for unused shoes to the maximum as specified below, and the Dancer will receive the shoes.

2026-2029	
Unused Shoe Maximum	$969.72

The agreed upon termination, date it becomes effective and conditions, if any, shall be executed in writing and signed by both parties, a copy to be filed with Equity immediately. The termination shall not be considered to have been completed until all of the conditions have been met and Equity has consented in writing.

(C) Termination Initiated by the Engager Without Cause

The Engager may not terminate an NBCA engagement contract prior to its end date without the prior written agreement of Equity. The Engager will submit to Equity a written request for Equity's consideration, the request to include all pertinent information.

(D) Default of Engagement Contract by Artist

In the case where an Artist vacates their position, and the NBCA engagement contract has not been terminated in accordance with Clause 43:01(B) Termination Initiated by the Artist above, the Engager has the right to recover from the Artist a sum equivalent to the actual amounts incurred for the Artist's travel, immigration and/or other costs incurred to engage the Artist. The Engager shall notify Equity immediately of the default and intended course of action.

(E) Closing Season

The Engager may close Season and company by posting one (1) week's written notice to all members of the company, provided the Artist shall receive not less than the minimum engagement and/or payment guaranteed under said Artist's NBCA engagement contract.

44:00 PERFORMANCES LOST (COSA MAJORA)

44:01 Inability to Perform

(A) Performances and/or Rehearsals Lost

If the company as a whole cannot perform because of fire, accident, strikes/lock-outs, riot, Act of God, or the public enemy, which could not be reasonably anticipated or prevented, then the Artist shall not be entitled to any fee for the time during which their services shall not for such reason or reasons be rendered. Should any of the foregoing conditions continue for a period of ten (10) days or more, either party may terminate the NBCA engagement contract, and the Engager will pay for all services to date and transportation back to the place of engagement.

(B) Strikes and Lock-outs

The words strike and lock-out as used in Article 44:00 Performances Lost (Cosa Majora) shall not include strikes or lock-outs within the theatre arising because of the default of the Engager or which could have been reasonably prevented by the Engager.

44:02 Determination of Equity

The Engager agrees to abide by the determination of Equity as to whether Article 44:00 Performances Lost (Cosa Majora) applies to any given situation and such determination shall be final. If the Engager disagrees with Equity's determination, the provisions of Article 49:00 Dispute Resolution shall apply. However, payment to the Artists shall continue throughout these proceedings. If the dispute, pursuant to Article 49:00 Dispute Resolution is ultimately resolved in the Engager's favour, the Artist's fee entitlement will cease provided that the circumstances for the applicability of Clause 44:01(A) Performances and/or Rehearsals Lost are continuing.

45:00 PROPOSALS FOR A NEW AGREEMENT

Unless otherwise agreed, Equity and the Engager agree to submit proposals to each other for a new Agreement at a mutually agreeable time, and in no case, no later than two (2) weeks prior to the commencement of negotiations for such Agreement.

46:00 SEPARABILITY

If any provision of this Agreement shall be held invalid, it shall be deemed separable from the remainder of this Agreement and it shall not affect the validity of any other provision thereof.

47:00 FAILURE TO INSIST UPON PERFORMANCE

(A) Failure of Equity to Insist Upon the Strict Performance of Any of the Provisions of This Agreement

The failure of Equity to insist upon the strict performance of any of the provisions of this Agreement shall not be deemed a waiver of any rights or remedies that Equity may have and shall not be deemed a waiver of any subsequent breach or default on the part of the Engager.

(B) Failure of the Engager to Insist Upon the Strict Performance of Any of the Provisions of This Agreement

The failure of the Engager to insist upon the strict performance of any of the provisions of this Agreement shall not be deemed a waiver of any rights or remedies that the Engager may have and shall not be deemed a waiver of any subsequent breach or default on the part of the Artist or Equity.

48:00 REIMBURSEMENT OF EXPENSES

For expenses that are reimbursable under this Agreement by the Engager, the Artist must provide the receipt to the Engager within two (2) weeks of the occasion or, if it involves or is related to a tour, within two (2) weeks of the end of the tour. The Engager agrees to consider the reasons for the failure to file the receipt in a timely manner. Any dispute regarding claims outside of the time limits shall be subject to the dispute resolution provisions of the Agreement.

49:00 DISPUTE RESOLUTION

All disagreements between Equity and the Engager arising from the interpretation, application, administration or alleged violation of the Agreement and/or the NBCA engagement contracts shall be dealt with pursuant to the following arbitration provisions:

49:01 Time Limits

If there is an issue relating to the interpretation, application, administration or alleged violation of the Agreement and/or the NCBA engagement contracts, then the party wishing to raise the issue must do so in writing to the other party within thirty (30) days of the matter coming to its attention. If the above time limits are not complied with, then the matter can no longer be raised.

49:02 Requirement for Initial Response

The party who receives a document referred to in Clause 49:01 Time Limits must respond within fourteen (14) days in writing.

49:03 Referral to Arbitration

Either party, once a response has been delivered may, within four (4) weeks, refer the matter for arbitration pursuant to these provisions. A notice of demand for arbitration shall set out the matter in dispute and the relief claimed.

49:04 Attempt to Resolve Dispute Prior to Arbitration

The parties agree to hold at least one (1) meeting to attempt to settle the matter prior to any referral of a matter to arbitration.

49:05 Response to the Party Demanding Arbitration

The party receiving notice of demand for arbitration shall deliver within fourteen (14) days a response to the party demanding arbitration.

49:06 Power to Act for the Artist

Equity shall represent and act for the Artist in these arbitration proceedings.

49:07 Agreement on an Arbitrator

The parties shall agree on an arbitrator within thirty (30) days after the sending of the demand for arbitration and, if no agreement on the appointment of an arbitrator is reached, then they, or either of them, shall request the Minister of Labour of Ontario to appoint an arbitrator.

49:08 Location of Arbitration

Arbitration shall take place in Toronto.

49:09 Procedure of Arbitration

The arbitrator shall appoint a date and time for a hearing of the matter in dispute and both parties may appear and may call witnesses and may give such evidence as they deem just and proper.

49:10 Rulings of the Arbitrator Binding

The parties hereto agree to be bound by and to comply with the findings and rulings of the arbitrator so appointed.

49:11 Confidentiality

The parties and the Artists covered by this Agreement will use their best efforts to ensure that the within process be confidential.

49:12 No Recourse to a Court of Law

The parties agree that no recourse shall be made to a court of law by either party or any Artist covered by this Agreement unless and until the other party has failed to first comply with the ruling of the arbitrator.

Nothing herein contained shall be deemed to give the arbitrator (or Board of Arbitration if applicable) the authority, power or right to alter, amend, change, modify, add to, or subtract from, any of the provisions of this Agreement.

49:13 Discipline

Where the Artist fails to comply with the rulings of the arbitrator (or Board of Arbitration if applicable), then Equity may discipline the Artist in accordance with the Constitution and bylaws of Equity.

49:14 Arbitrator's Compensation and Expenses

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

APPENDIX A HARASSMENT AND DISCRIMINATION

Preamble

This appendix is not to supplant or replace any similar programs the Engager may have in place but is to provide Artists with the opportunity to avail themselves of Equity's Policies and processes. The Engager and Equity are committed to the pursuit of respectful workspaces free of all forms of harassment and discrimination. Artists are protected by Equity through its Respectful Workplace policy and the Not In OUR Space! program and by the Engager's Code of Conduct and related policies, copies of which are attached as addendums to this Agreement.

1:00 Shared Commitment to Keeping Members Well Informed

The Engager agrees to post the "Not In OUR Space!" poster in all of their rehearsal spaces and any performance spaces they own or use, for the duration of each production/activity. The Engager shall make best efforts to ensure the poster shall always be stocked with the appropriate "bookmarks" from Equity. Furthermore, the Engager shall make copies available of the Not in OUR Space! brochure as required on each production/activity.

Equity's "Respectful Workplace Policy" shall be posted next to the Not in OUR Space! poster. Further, the Engager shall have and shall make available in an easily accessible place, their own processes and procedures for filing a complaint and this information shall be communicated to all Artists no later than the first day of their engagement.

A representative from the Engager and a representative from Equity shall present the "Respectful Workplace Statement" and the Engager's Code of Conduct and related polices at the beginning of the first day of rehearsals and again in the theatre/venue, should the Artists request it.

2:00 Requirement to Report

If a complaint is brought forward by an Equity member, at the specific request of a non-member, or if a complaint is made against an Equity member, the Engager or Equity shall immediately advise the other party that an investigation is underway. Upon written consent of the Equity member, the Engager or Equity shall share a summary report of the actions and findings.

3:00 Termination

When the results of an appropriately conducted investigation have determined that harassment has taken place and the Engager wishes to terminate the Artist's NBCA Engagement Contract, and Equity is satisfied that such termination of the Artist's contract is the appropriate resolution, the Engager may do so without further remuneration.

4:00 Dispute Between Equity and the Engager

If the Engager and Equity are in dispute with respect to any matter arising from the application of this Appendix, either party may refer the dispute to the dispute resolution procedures of Article 49:00 Dispute Resolution.

APPENDIX B SIDE LETTER ON ONSTAGE INTIMACY

Over the term of this Agreement, the Engager, Artists, and Equity will continue to work pro-actively and collaboratively to create systems of support for Artists involved in staging or choreography that requires one (1) or more Artists to engage in scenes with intimate content. Intimate content includes, but is not limited to: nudity, groping, simulated sex, simulated rape, prolonged kissing, prolonged embrace, demonstrations of sexual violence, etc. Onstage Intimacy may also extend to physical contact between a minor and an adult (which must be determined in consultation with the parent/legal guardian), and instances or direction where a Performer feels that additional consideration is required.

This support may include the engagement of qualified Intimacy Directors/Consultants and/or other qualified professionals on an as-needed basis and will include annual intimacy sensitivity training for all Artists and artistic staff near the beginning of each Season.

When an Intimacy professional is engaged for a new creation, the Artist will be called for sufficient staging and creation rehearsals so as to effectively assist in the process.

When an Intimacy professional is engaged for a production, they may in consultation with the Engager choose an Intimacy Captain. Where necessitated by the nature of the onstage intimacy or at the request of the Artists involved, the Engager may call the Artist for an intimacy rehearsal with the Intimacy Captain to review the onstage intimacy for a maximum of five (5) minutes immediately prior to the half-hour call without additional compensation to the Artist.

The Engager shall make available related performance elements including, but not limited to, props, costumes, wigs, etc.

Any breaks required prior to the half-hour call may be reduced by the length of the intimacy rehearsal.

The response to onstage intimacy is personal for every individual, and one-on-one support will be provided upon request. Should an Artist request that an Intimacy Director/Intimacy Consultant be engaged, that request shall not be unreasonably denied.

It is understood some casts may wish to rehearse separately from other casts, and upon request to do so, the Engager will make best efforts to provide the Artists with suitable private space for intimacy rehearsals.

APPENDIX C INCLEMENT WEATHER POLICY

The Engager will implement and maintain an Inclement Weather Policy that includes provisions for all Artists and employees engaged by the Engager.

This Policy will be reviewed and updated as necessary, and a copy of the most recently updated Policy shall be filed with Equity.

NBCA

2026 – 2029

Canadian Actors' EQUITY Association

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