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**begins July 1, 2023 | terminates June 30, 2026**

**ALBERTA BALLET AGREEMENT  
2023-2026**

Canadian Actors'  
**EQUITY**  
Association

**AB**  
**ALBERTA BALLET**  
CANADA

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## **PREAMBLE**

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

### **Article and Clause Headings**

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

## **1:00 DEFINITIONS**

### **1:01 Apprentice Dancer**

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

Excluding "The Nutcracker," when an Apprentice Dancer is cast to perform (appears on the performance casting), a role above a Corps de Ballet role the Apprentice Dancer shall receive payment per week equal to the difference between the Apprentice Dancer's current weekly salary and the minimum weekly salary of a Full-Season Dancer/Corps de Ballet.

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

### **1:02 Artist**

"Artist" means Singer, Actor, Stage Manager and Fight Director and all Dancers performing for the Ballet, including Full-Season Dancers (including Apprentices, Corps de Ballet, Senior Corps, Soloists and Principals), Guest Dancers, Replacement Dancers, Character Artists and Supplementary Dancers, excluding students, supernumeraries, and coaches.

### **1:03 Character Artist**

A "Character Artist" is an Artist who has been hired by the Ballet to appear in non-dancing Character roles and who is so designated by the Ballet in the Artist's Engagement Contract and in public announcements, programs or other forms of publicity issued by the Ballet. Each Character Artist shall be signed to an Engagement Contract subject to the terms and conditions of the Agreement not specifically modified in Clause 1:17.

### **1:04 City of Origin**

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

### **1:05 Company Class**

"Company Class" means a technical training session of not less than one (1) hour in length on any workday.

### **1:06 Dress Rehearsal**

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

## **Educational, Promotional or Other Presentations and Appearances**

In addition to the Ballet's regular Season of performances, the Ballet may require an Artist to participate in Educational or Promotional activities as outlined below. All such activities, including preparation, travel time to and from the event, and all time spent at the event from arrival to departure, shall take place within the allowable hours, including all required breaks and rest periods. In the case where the allowable hours are exceeded, the overtime provisions of this Agreement shall apply. There shall be a representative of the Ballet, appropriate to the nature and requirements of the activity and with authority to act on behalf of the Ballet, present at all such activities. The Ballet will consult with the Equity Liaison(s) so as to ensure the most appropriate representative is present. The Ballet will provide the Artist with the full details of the event, the duties of the Artist, and any other pertinent information no less than forty-eight (48) hours in advance.

### **(A) Educational**

#### **(i) Educational Presentation**

An Educational Presentation is an activity with a performance element given for educational purposes. Each Educational Presentation shall be no longer than one (1) hour in duration, and there may be no more than two (2) Educational Presentations in one day, or one (1) Educational Presentation on a single performance day.

#### **(ii) Educational Appearance**

An Educational Appearance is an activity with no performance element given for educational purposes and where the Artist will only be speaking on behalf of the Ballet. Each Educational Appearance shall be no longer than one (1) hour in duration, and there may be no more than two (2) Educational Presentations in one day, or one (1) Educational Presentation on a single performance day.

### **(B) Promotional**

#### **(i) Promotional Presentation**

A Promotional Presentation is an activity with a performance element that is outside of the Ballet's regular Season of performances and is undertaken or facilitated by the Ballet with the intent to promote the Ballet. Promotional Presentations are outreach activities, community and promotional events, fundraising activities, etc. A Promotional Presentation shall be no longer than one (1) hour in duration, and there may be no more than two (2) Promotional Presentations in one day, or one (1) Promotional Presentation on a single performance day.

#### **(ii) Promotional Appearance**

A Promotional Appearance is an activity with no performance element that is undertaken or facilitated by the Ballet with the intent to promote the Ballet. A Promotional Appearance shall be no longer than one (1) hour in duration, and there may be no more than two (2) Promotional Appearances in one day, or one (1) Promotional Appearance on a single performance day.

- 1:08 Emergency Rehearsal**  
“Emergency rehearsal” means a rehearsal necessitated by the inability of an Artist to perform due to illness or injury. For the health and safety of the Artists and the artistic integrity of a performance, rehearsal or notes specifically necessitated by an Artist’s sickness or injury occurring when no regularly scheduled rehearsal time is available prior to a subsequent performance and/or dress rehearsal shall be considered an emergency rehearsal and the payment of overtime shall not be required.  
An Emergency Rehearsal shall not continue for more than sixty (60) minutes.
- 1:09 Engagement Contract**  
“Engagement Contract” is a contract between the Ballet and the Artist which incorporates all terms and condition of the Agreement and which does not in any way amend the basic minimum provisions of the Agreement.
- 1:10 Engagement Period**  
“Engagement Period” means the period of time during which the Ballet agrees to retain the services of an Artist.
- 1:11 Engagement Week**  
“Engagement Week” means a calendar week from Sunday through Saturday within the engagement period.
- 1:12 Fight Captain**  
A “Fight Captain” is the artistic staff or a dancer so designated by the Ballet, in consultation with the Fight Director, to provide or be responsible for the following services and duties:  
  - (i) to observe all fight rehearsals;
  - (ii) to consult with the Fight Director on all aspects of the fight(s);
  - (iii) to conduct and monitor all run-throughs of the fight(s) prior to performance;
  - (iv) to make blocking changes relevant to the fight(s) while on tour or in emergencies; and
  - (v) to call fight rehearsals as necessary in consultation with the Stage Manager and/or other Artistic Staff.
- 1:13 Fight Director**  
A “Fight Director” is the person engaged for the purpose of staging the fight elements in the choreography.
- 1:14 Free Day**  
“Free Day” means a period of time during which the Artist will not be required to travel, perform, or rehearse, or perform any services or obligations for the Ballet whatsoever. The free day will not be interrupted by contract-related functions, photo calls, costume fittings or similar activities. Individual Artists may volunteer to perform services for the Ballet on a free day with prior written approval from Equity which shall not be unreasonably withheld.
- 1:15 Full-Season Artist**  
“Full-Season Artist” means an Equity member hired by the Ballet for a full season. Full-Season Artist includes Apprentice Dancers, Corps de Ballet, Senior Corps, Soloists, Principals and Stage Manager(s).

- 1:16
- Guest Dancer**

A "Guest Dancer" is a Dancer who has been hired by the Ballet to appear in a Principal or Soloist role and who is so designated by the Ballet in the Guest Dancer's Engagement Contract and in public announcements, programs or other forms of publicity issued by the Ballet. Each such Guest Dancer shall be engaged for not more than two (2) separate productions within the season. A Guest Dancer may not subsequently be engaged as a Supplementary Dancer within the same season. Each Guest Dancer shall be signed to an Engagement Contract subject to the terms and conditions of the Agreement not specifically modified in Clause 1:18. The Engagement Contract shall include the names of the productions that the Guest Dancer has been engaged to rehearse and perform in.
- 1:17
- Guest Teacher**

A "Guest Teacher" is a teacher who is not a member of the Ballet's regular Artistic Staff.
- 1:18
- Matinee**

"Matinee" is any performance scheduled to commence before 17:00 hours.
- 1:19
- Non-Season Artist**

"Non-Season Artist" includes Guest Dancer, Supplementary Dancer, Character Artist, Replacement Dancer, Singer and/or Actor, and Fight Director.

(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 arts association (such as, but not limited to, AGMA, AEA, UDA, ACTRA), they shall be subject to the provisions of the appropriate 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 arts association shall not be required to join Equity, but if they are eligible to join Equity under Equity's Constitution and By-laws, shall be given the opportunity to do so.

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

| 2023-2026  |         |
|------------|---------|
| Permit Fee | \$75.00 |

(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.

(C)

**Engagement of Ballet Staff as Non-Season Artists**

If an Artistic Staff member currently under the employ of the Ballet is contracted as a Non-Season Artist, the Ballet will ensure that only one (1) is employed as such per production. In the event that more than one Ballet Staff are engaged as Non-Season Artists for the same production, an Artist may be engaged pursuant to Clause 10:04 to run rehearsals.

1:20

**Official Call**

"Official Call" is a period of work time that the Artist is required by the Ballet to attend.
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- 1:21 Official Duties**  
"Official Duties" are the services which the Artist is required by the Ballet to provide such as, but not limited to, rehearsals, spacing, performing, receiving notes and corrections, participating in photo calls, attending mandatory meetings called by the Ballet.
- 1:22 Performance**  
"Performance" is any program of more than one (1) hour in length given before a live audience, but does not include any rehearsal for which there may be a "by invitation" only, non-paying audience.
- 1:23 Performance Day**  
"Performance Day" is a day on which at least one (1) performance is given or on which an Artist is required to be on call to cover another Artist in a performance.
- 1:24 Performance Week**  
"Performance Week" is any engagement week, starting Sunday, containing at least one (1) performance, or two (2) Educational/Special performances.
- 1:25 Rehearsal**  
"Rehearsal" includes but is not limited to such activities as spacing, giving notes, learning choreography. The time any Artist is required to attend such activities shall be regarded as rehearsal time.
- 1:26 Rehearsal Day**  
"Rehearsal Day" is a day on which no performance is given and on which the Artist may be required to rehearse in accordance with the Agreement.
- 1:27 Replacement Dancer**  
"Replacement Dancer" is an Artist engaged for less than a full season to replace a Full-Season Dancer who is unable to provide services due to illness or injury, or other absences.
- 1:28 Run-Through Rehearsal**  
"Run-Through Rehearsal" is a rehearsal where the intent is to dance sections of a ballet, or a complete work in the repertoire in its entirety. A Run-Through Rehearsal will be posted as such and may take place with costume, makeup or wigs.
- 1:29 Season**  
"Season" is the maximum continuous engagement span stated on the Engagement Contract according to the terms of this Agreement within a period of not more than fifty-two (52) weeks. Should an engagement period begin sooner than July 1st, the Artist will be paid according to the minimums stated for after July 1st of that engagement period. Full-Season Dancers may not be engaged for less than forty (40) weeks.
- 1:30 Sharers**  
"Sharers" are two or more Artists who are cast to perform the same role or position in different performances of the same ballet.
- 1:31 Singer/Actor**  
The Ballet may engage Singers and/or Actors to augment productions in non-dancing roles. Artists engaged as Singers and/or Actors are engaged for a minimum engagement period of two (2) weeks. However, a Singer and/or Actor's engagement may be pro-rated on an hourly basis over the engagement period. As such, the Actor and/or Singer shall be paid not less than the weekly salary stipulated in Clause 12:02 for a maximum of thirty (30) hours of rehearsals. Each call shall not be less than two (2) hours. Performance weeks will be paid on a continuous non-prorated basis at not less than the weekly salary stipulated in Clause 12:02. Notwithstanding the above, choirs or choruses engaged will be excluded from this Clause. This exclusion does not apply to any Artist who performs a solo, and such Artist shall be engaged pursuant to this Clause.

**1:32 Stage Fight**

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

**1:33 Stage Manager**

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

**1:34 Student**

A "Student" is a person who is enrolled in any of the following: the Alberta Ballet School Community Classes, Professional Division, or Post Graduate Program, any other professional ballet school or recognized training institution, or as a full-time student in an academic program, not necessarily a professional ballet school.

**(A) Non-Principal, Non-Soloist Roles**

The Ballet may include the participation of Professional Division or Post-Graduate Program Students in Alberta Ballet productions in non-principal, or non-soloist roles provided the assignment does not exceed any Full-Season Dancer's assignment in the production. However, of the total number of Full-Season Dancers and Apprentices engaged for a Season, the number of participants from the Professional Division or Post Graduate Program is limited to no more than twenty percent (20%) total for each production.

The Engager shall provide Equity with a list of the full names of all Students participating in each production prior to the Students providing any service. The list shall identify which program the Students participate in at Alberta Ballet School.

**(B) Non-Company Dancer Roles**

Any Student may participate in a role that would not be considered a Company Dancer role, but which may require dance specific training or experience.

**(C) Children's Cast**

Any Student may participate as a member of a children's cast.

**(D) Supernumeraries**

Students who are not enrolled in a professional dancer training program may participate in a production as a Supernumerary as defined in Clause 1:34 Supernumeraries.

It is understood that the participation of Students is outside the terms and conditions of this Agreement, however, every effort will be made to ensure reasonable working conditions and while on tour, Students shall receive per diem in accordance with Clause 12:05.

The terms and conditions of the participation of any Students not identified in this Clause must be negotiated with Equity in advance.

**1:35 Studio Dress Rehearsal**

"Studio Dress Rehearsal" is a rehearsal where the intent is to dance sections of a ballet, or a complete work in the repertoire in its entirety in a rehearsal studio, with costumes and/or makeup and/or wigs.

**1:36 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, the Ballet has the right to include celebrities, who may or may not have a professional affiliation, in The Nutcracker in a walk-on role capacity without joining Equity or being signed to an Engagement Contract.

**1:37 Supplementary Dancer**

"Supplementary Dancer" is an Artist not under season contract to the Ballet who is hired to dance for less than a full season. "Supplementary Dancers" may only be engaged to augment productions in non-principal, non-soloist roles.

**1:38 TBA Rehearsal**

"TBA rehearsal" is a rehearsal, the content and character of which is yet to be announced at the time of posting by the Ballet. (See also Clause 17:03(C)).

**1:39 Tour**

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

**1:40 Understudy**

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

**2:00 ARTISTS COVERED**

Equity is recognized as the exclusive bargaining agent for Full-Season Dancers (including Apprentices Dancers, Corps de Ballet, Senior Corps, Soloists and Principals), Guest Dancers, Character Artists, Replacement Dancers, Supplementary Dancers, Stage Managers, Singers, Actors and Fight Directors employed by the Ballet.

**3:00 MEMBERSHIP IN EQUITY**

**3:01 Ballet's Obligations**

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

**3:02 Equity's Obligations**

Equity agrees that it will accept as a member of Equity any Artist the Ballet wishes to engage (subject to the Constitution and Bylaws, rules and regulations of Equity as they now exist or as they may hereafter be amended) with the exception of persons not eligible for membership because of suspension or expulsion from Equity. 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 the Constitution and Bylaws, rules or regulations of Equity.

**4:00 APPLICATION OF AGREEMENT**

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

## **5:00 INITIATION FEES AND DUES**

The Ballet agrees that full initiation fees of one-thousand dollars (\$1,000), assessments, fines and dues payable to Equity shall be deducted from the compensation of the Artist and paid by the Ballet to Equity upon written request of Equity provided, however, that the Ballet shall first receive from each Artist written consent to such deduction which shall continue in force for at least three (3) months and thereafter until revoked in writing by the Artist or beyond the termination of this Agreement, whichever first occurs. Any fines payable to the Ballet as specified in this Agreement shall be deducted from the compensation of the Artist. No other deductions whatever shall be made from the compensation of the Artist except such taxes or withholdings as required by law and premiums for medical, dental and savings plans as are agreed to in this Agreement. If the Ballet shall be required by Equity to make payment of the Artist's dues and/or initiation fees, the Ballet shall make payment by the 15th day of each month. If the Artist has any complaints, they shall be settled between the Artist and Equity.

The Ballet, upon written request from Equity and the Artist may deduct the established Equity dues from the Artist's compensation equally over the term of the Artist's Engagement Contract to a total amount determined by Equity.

Under no circumstances may the Ballet's bond or letter of credit be used for the payment of arrears of, or default of dues by Equity members, unless the Ballet has deducted, but not remitted any of the preceding.

### **(A) Working Dues**

For working dues, two and a quarter percent (2.25%) will be deducted from each Artist's pay by the Ballet and remitted to Equity.

### **(B) Bi-Annual Dues**

The Artist will be responsible for remitting bi-annual dues of ninety dollars (\$90) to Equity by direct withdrawal from the Artist's credit card or bank account in May and November. The Ballet will facilitate this process and submit the appropriate authorization form to Equity on the Artist's behalf.

Equity will advise the Ballet of any changes to the initiation fee, basic dues, or working dues amounts no less than thirty (30) days in advance of any such change coming into effect.

## **6:00 ADMITTANCE OF EQUITY REPRESENTATIVE ON BALLET'S PREMISES**

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

## **7:00 THE COMMUNICATIONS COMMITTEE**

### **7:01 Establishment**

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

- (i) representing the Dancers, no less than four (4) Dancers to be chosen by the Dancers at the beginning of each Season, at least one (1) of which shall be a duly elected Equity Liaison;
- (ii) the Stage Manager;
- (iii) representing the management, at least one (1) member of the senior administrative staff and at least one (1) member of the creative Artistic Staff as needed or upon request by an Artist or by management;
- (iv) the company manager; and
- (v) Equity staff, whenever possible.

### **7:02 Meetings**

The Communications Committee shall meet at its own discretion, but at least two (2) weeks prior to the opening of every production which will be touring.

### **7:03 Purpose**

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 at an open company meeting where the matter can be discussed further or regarded as a matter of information only.

### **7:04 Reports**

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

## **8:00 ENGAGEMENT CONTRACT**

### **8:01 Signing of Contract**

No Artist may take part in any performances or rehearsals or do any work under the Agreement without first signing an Engagement Contract. All contracts and agreements made by the Ballet with the Artist engaged under this Agreement shall conform in every respect to all the provisions of this Agreement and shall be executed by electronic signature. The Artist, Ballet and Equity will all receive a copy of the final signed contract. Equity's copies shall be kept confidential by Equity. All individual Artists' Contracts will be signed first by the Ballet.

### **8:02 Reduction of Roster While on Tour**

The Ballet agrees to continue to engage throughout the duration of its performances outside the city of origin not less than the total number of Full-Season Dancers who begin the tour. A reduction in the total number of Full-Season Dancers may be made due to sickness, injury or leave of absence, but in no event may the number of Full-Season Dancers engaged under Engagement Contracts, available to rehearse or perform, be fewer than eighty-five percent (85%) of the number originally engaged for the tour.

### **8:03 Engagement Contract Period and Continuous Engagement**

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

Each Artist will be signed to a single continuous engagement per season, except Supplementary Dancers, Guest Dancers, Character Artists, Replacement Dancers, Fight Directors, Singers or Actors who can be signed to more than one (1) Engagement Contract per season. The minimum period of engagement during the season for Guest Dancers, Character Artists, Supplementary Dancers, Replacement Dancers, Singers or Actors shall be two (2) weeks. However, it is recognized that special circumstances may exist where an engagement of less than two (2) weeks may be allowed with the prior written agreement of Equity and the Ballet. Character Artists or Guest Dancers who are currently permanent staff members of the Ballet or the School of Alberta Ballet may be signed to Engagement Contracts of not less than one (1) week.

### **8:04 Engagement Between Season Contracts**

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

For the purposes of this Clause 8:04, a promotional performance includes educational performances, excerpts, and other limited performances, and may form part of a gala or larger event.

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

Engagements between season contracts shall be subject to the full terms and conditions of the Agreement, except as specifically amended by this Clause.

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

- (i) for photo shoots and special or promotional appearances, the Artist shall be paid a minimum fee of two-fifths (2/5) of their weekly contractual salary per day; or
- (ii) for promotional performances, the Artist shall be paid a minimum fee of one (1) week's contractual salary for an engagement of up to one engagement week. Where such additional work spans more than one engagement week (for which the Artist is paid one week's salary), the Artist may be engaged for a partial week based upon one-fifth (1/5) of the Artist's weekly salary per day.

**Non-Renewal or Renewal of Engagement Contract**

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

**(A) Non-Renewal**

The Ballet shall advise all Full-Season Dancers and Stage Management, except first year Apprentice Dancers, in writing not later than December 31, whether the Ballet will not be offering the Artist an Engagement Contract of employment for the next season. A copy of each non-renewal notice shall be filed with Equity no later than ten (10) calendar days after issuance to the Artist. Within forty-five (45) days of issuing non-renewal notices to Full-Season Dancers, the Ballet shall advise Apprentice Dancers whether the Ballet will be engaging the Artist for the next season, a copy of which is to be filed with Equity within ten (10) calendar days after issuance to the Artist.

The Ballet will provide any Full-Season Dancer or Apprentice who is not renewed for the upcoming season with up to three (3) audition days, in addition to days off provided for elsewhere in this Agreement, for the purposes of auditioning for other potential engagers. These three (3) days are paid days, and may be taken either individually or consecutively. The Dancer must provide the Ballet with a minimum of fourteen (14) calendar days' notice of their intent to take these days and permission will not be unreasonably withheld. These three (3) audition days cannot be taken during a performance week. Artists who resign are not entitled to these audition days unless otherwise granted by the Artistic Director or their designate.

**(B) Renewal: Information Provided**

To any Artist who has not received a non-renewal notice in accordance with (A) above, the Ballet shall provide as much current information as possible regarding plans for the upcoming Season, including repertoire, artistic staffing, season calendar, and if the content of a planned production deals with any known scenes of violence, trauma, intimacy, cultural or under-represented groups, or may reinforce stereotypes, in writing (including by electronic means) no later than December 31, and will provide updated information and calendars as they become available. It is understood that this information shall be held confidential by the Artist, until such time as the information is made known to the public.

**(C) Renewal: Issuance and Return of Contract**

To any Artist who has not received a non-renewal notice in accordance with (A) above, the Ballet shall issue an Engagement Contract for the next Season not sooner than one-hundred and twenty (120) days and not later than ninety (90) days before the end of expiration of the current contract.

Along with the Engagement Contract, the Ballet shall also provide the Artist with any updated information with regard to repertoire, artistic staffing, season calendar, and if the content of a planned production deals with any known scenes of violence, trauma, intimacy, cultural or under-represented groups, may reinforce stereotypes, recognizing that all such information is subject to change.

The Artist is required to return said Engagement Contract within twenty (20) days of receipt, exclusive of any vacation, hiatus, or layoff period.

**8:06 Meetings with the Artistic Director and Artistic Staff**

**(A) Annual Meeting with the Artistic Director**

One time per Season, each Dancer will meet with the Artistic Director. This meeting is mandatory and will be scheduled prior to the issuance of a notice of non-renewal or the issuance of an engagement contract for a subsequent Season. In the case of a non-renewal, the Artist will be informed in person at this meeting prior to receiving their written notice.

Each party may request that an additional person of their choosing attend the meeting. It is understood that these third parties are not there to act as advocates for either party. The purpose of these meetings will be to discuss with the Artist their role in the company and to provide an assessment of the Artist's performance, including the Artist's goals and objectives, strengths and areas that may require improvement. The Artist shall be given the opportunity to provide feedback to the Artistic Director.

**(B) Other Meetings with the Artistic Director and Artistic Staff**

The Artist is encouraged to request additional meetings at any time during the Season, and in particular at the start and end of each Season. The purpose of these meetings is to encourage open dialogue between the Artistic Staff and the Artists, and for both sides to give and receive feedback. The aim is for these meetings to be as participative as possible, and the Artist has the ability to request which additional Artistic Staff are in attendance.

All meetings will be recorded and a copy of the recording will be given to the Artist.

These meetings shall normally take place within the regular workday. However, the Ballet may extend the individual Artist's span of day by not more than one (1) hour in order to schedule this meeting. Infringements on an Artist's regularly scheduled breaks shall be paid in accordance with the Agreement.

**(C) Exit Interview on Non-Renewal**

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

**9:00 EXCLUSIVE SERVICE OF THE ARTIST**

Except as otherwise provided for in the Engagement Contract, the Artist shall not, without the Ballet's written authorization accept any other engagement as a dancer or stage manager during the term of the Engagement Contract. Should the Artist be given written consent to accept another engagement during the term of the Engagement Contract, which does not require the Artist to miss days of work, the Ballet will not make an adjustment to the Artist's weekly salary. In the event an Artist is given written consent to accept another engagement during the term of the Engagement Contract, which does require the Artist to miss days of work, the Ballet may reduce the Artist's weekly salary on a prorated basis for every day or part day of work missed. It is the responsibility of the Artist to ensure that insurance is in place to cover their work away from the Ballet. In either case the Ballet accepts no liability for illness or injury which has occurred as a result of the other engagement. Written authorization in the form of a Rider to the Engagement Contract shall be produced by the Ballet and a copy shall be provided to Equity.

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

## **10:00 DUTIES OF THE ARTIST**

### **10:01 Clothing and Makeup**

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

### **10:02 Artist's Condition**

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

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

### **10:03 Personal Appointments**

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

### **10:04 Additional Duties**

#### **(A) Coach or Artistic Staff**

In cases where the Ballet wishes an Artist to assume the duties of a coach or artistic staff, the Ballet will notify the Artist in a timely fashion. An Artist will not be required by the Ballet to assume such duties unless additional compensation has been negotiated in a rider to the Engagement Contract, and a copy filed with Equity. The rider shall include the full particulars of the duties and responsibilities to be undertaken by the Artist.

#### **(B) Tour Assistance – Northern Tights or Similar Activities**

Artists providing tour assistance shall be compensated at not less than fifty percent (50%) of the minimum weekly salary for a Corps de Ballet dancer in addition to their regular weekly salary, such additional compensation to be provided for in a rider to the Engagement Contract, a copy to be filed with Equity. The rider shall include the full particulars of the duties and responsibilities to be undertaken by the Artist.

**(C) Other Additional Duties**

Should an Artist be required by the Ballet to assume other additional duties, additional compensation commensurate with the duties to be assumed shall be negotiated and provided for in a rider to the Engagement Contract, a copy of which is to be filed with Equity. The rider shall include the full particulars of the duties and responsibilities to be undertaken by the Artist. Should the additional duties include providing insight or expertise related to an Artist's culture or identity beyond the customary parameters of their contracted duties in the production, this shall also be considered an additional duty with compensation to be negotiated and ridered to their Engagement Contract. This compensation is not subject to Working Dues Deductions (Article 5:00).

**10:05 Breaches by the Artist**

In the event an Artist breaches, without reasonable excuse, the terms of the Agreement through tardiness for bus calls, rehearsals, half-hour calls, costume fittings, not signing in on the call board, or non-compliance with the Agreement, the Ballet may issue a written warning to the Artist, a copy to be filed with Equity. After one (1) written warning, and upon written notification being provided to Equity, the Ballet may deduct the amount as specified below from the Artist's next paycheque for a subsequent infraction, and an amount equivalent to the rate stipulated in Clause 12:06 per half-hour missed, for each infraction, up to a maximum of one fifth (1/5) of the Artist's weekly contractual salary per day. The Ballet will remit these funds to the DTRC. Warnings do not carry forward between engagement periods.

| 2023-2026        |         |
|------------------|---------|
| Breach Deduction | \$35.00 |

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

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

**10:06 Confidentiality**

The Artist will keep confidential all photo campaigns, announcements, notices, emails or other correspondence that are marked or identified as confidential until such time that they are made public.

The Artist agrees that all archival recordings supplied by the Ballet for the purpose of viewing or instruction shall remain the property of the Ballet and the Artist further agrees that they may not be distributed, shared or copied in any form.

**10:07 Personal Information**

Artists will advise the Ballet of changes to personal contact information including but not limited to home address, phone numbers, email address and emergency contact information. All Artists are encouraged to communicate their pronouns and, at the request of the Artist, the Ballet shall change all employee records so that they use the names and/or pronouns with which the Artist identifies.

**10:08 Work Permits**

Equity and the Ballet will ensure that each non-resident Artist knows that it is ultimately the responsibility of the Artist to secure a Work Permit. The Ballet shall make its best efforts to ensure that the appropriate Visa and/or Work Permit be secured for a non-resident Artist in a timely manner. Additionally, the Ballet shall bear any costs associated with such process and reimburse the Artist for any out-of-pocket expenses, to be pre-approved by Human Resources. The Artist will be required to present receipts prior to reimbursement. The Ballet 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.

**11:00 DUTIES OF THE BALLET**

**11:01 Security Deposit (Bond)**

**(A) Amount of Security**

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

The Letter of Credit or Surety will be released before expiry, provided all contractual obligations to Equity and its members have been met.

**(B) Release of Security**

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

**(C) Drawing Upon Security**

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

**11:02 Management Rights**

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

## **12:00 ARTIST REMUNERATION & BENEFITS**

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

### **12:01 Terms of Payment**

#### **(A) Method and Timing**

All payments required to be made by the Ballet to the Artist shall be in legal tender of Canada. Payment of fees, and other payments and compensation may be made by direct deposit, in cash, by certified cheque or by company cheque. Artists shall be paid by the Ballet bi-weekly during the engagement period. Such payments will be delivered to the Artist not later than 11:30 a.m. of the first Friday following the bi-weekly pay period and dated for the same date. Should a holiday or free day occur on a normally scheduled pay day, payment will be made not later than 11:30 a.m. of the immediately preceding working day.

The Ballet will advise Equity and the Artists at least thirty (30) days prior to the effective date of changes to the method or the day of payment.

#### **(B) Itemized Statement**

Payments to the Artist will include an itemized statement which may be included or attached to the Artist's pay stub detailing the calculation of the payment to the Artist, including the following information as applicable: pay period, date of payment, the Artist's negotiated contractual salary, all applicable additions and deductions, and the net amount. The following shall be itemized separately: deductions for Canada Pension Plan, Employment Insurance, insurance premiums, Equity deductions; per diem; foreign exchange adjustments; benefits paid by the Ballet; payments for overtime and other infringements, which specifies the number of hours paid at each applicable rate; any other additions or deductions to the Artist's salary.

#### **(C) Overtime/Other Payments**

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

**12:02 Minimum Weekly Salary**

The minimum weekly salary for the Artist shall be as specified below.

| 2023-2026                                                                    |            |            |            |
|------------------------------------------------------------------------------|------------|------------|------------|
|                                                                              | 2023-2024  | 2024-2025  | 2025-2026  |
| <b>Apprentice Dancer</b>                                                     | \$632.24   | \$644.89   | \$657.78   |
| <b>Supplementary Dancer/<br/>Character Artist</b>                            | \$717.13   | \$731.47   | \$746.10   |
| <b>Corps de Ballet/Guest Dancer/<br/>Replacement Dancer<br/>Actor/Singer</b> | \$848.17   | \$865.13   | \$882.44   |
| <b>Senior Corps</b>                                                          | \$947.23   | \$966.18   | \$985.50   |
| <b>Soloist</b>                                                               | \$1,052.48 | \$1,073.53 | \$1,095.00 |
| <b>Principal</b>                                                             | \$1,315.60 | \$1,341.91 | \$1,368.75 |
| <b>Stage Manager</b>                                                         | \$1,272.75 | \$1,298.20 | \$1,324.16 |
| <b>Fight Director (per day)</b>                                              | \$618.03   | \$630.39   | \$643.00   |
| <b>Fight Director (per production)</b>                                       | \$3,706.07 | \$3,780.19 | \$3,855.79 |

Each Full-Season Dancer (Apprentice Dancer, Corps de Ballet) in their second or subsequent season of engagement shall receive an increase of not less than two and three-quarters percent (2.75%) in 2023-2024, two percent (2%) in 2024-2025, and two percent (2%) in 2024-2025 to their negotiated contractual weekly salary from the previous season.

Each Full-Season Dancer (Senior Corps, Soloist, Principal) and Stage Manager in their second or subsequent season of engagement shall receive an increase of not less than two percent (2%) in 2023-2024, two percent (2%) in 2024-2025, and two percent (2%) in 2024-2025 to their negotiated contractual weekly salary from the previous season.

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

**12:03 Categories**

**(A) Category Relation**

The categories - Principal, Soloist, Senior Corps, and Corps de Ballet - 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) Service Rendered**

An Artist, who is a Dancer, may be engaged on an Engagement Contract to render services as:

- (i) Principal
- (ii) Soloist
- (iii) Senior Corps
- (iv) Corps de Ballet
- (v) Apprentice

The services rendered by the Artist shall include, but are not limited to; rehearsing, performing, attending; media calls, meetings, fittings, fundraising events, photo and video shoots, and promotional public appearances as scheduled by the Ballet within the terms and conditions of this Agreement.

Notwithstanding the above, an Artist may request in writing to not participate in any event involving a third party, such as fundraising event, a promotional public appearance or publicity event, or a photo and/or video shoot, which is a contravention of the Artist's moral or ethical principles, or may place the Artist in an uncomfortable situation.

Such written request must be submitted to the Ballet within twenty-four (24) hours of the Artist receiving notice of such event and must include the reason for not wishing to participate. The Ballet shall not unreasonably deny an Artist's request.

**(C) Service Provided in More than One Category**

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

**12:04 Pro-Rating**

At the commencement or termination of the Artist's engagement, if the Artist is engaged to perform or rehearse for part of a week, for four (4) days or fewer, the compensation may be prorated and the Artist paid one-fifth (1/5) of the weekly contractual salary for each day or part thereof. If the Artist is engaged for more than four (4) days, then the weekly contractual salary must be paid.

**12:05 Per Diem**

**(A) Purpose of Per Diem**

Per diem is intended to offset the increased cost of meals when the individual is outside the city of origin. When an Artist is required by the Ballet to be outside the city of origin overnight, per diem will be paid to the individual at the rate specified below.

| 2023-2026 |         |
|-----------|---------|
| Per Diem  | \$75.00 |

The Ballet is responsible for securing and paying for accommodations. When the Artist is required by the Ballet to be outside the city of origin, but not remain overnight, per diem will be paid by the Ballet as follows:

- (i) On the day of departure from the City of Origin**
  - (a)** If departure is prior to 9:00 a.m.: 100% of the per diem specified (\$75.00);
  - (b)** If departure is after 9:00 a.m., but prior to 12:00 p.m.: 75% of the per diem specified (\$56.25);
  - (c)** If departure is after 12:00 p.m., but prior to 7:00 p.m.: 50% of the per diem specified (\$37.50);
- (ii) On the day of return to the City of Origin**
  - (a)** If return is after 9:00 a.m., but prior to 12:00 p.m.: 25% of the per diem specified (\$18.75);
  - (b)** If return is after 12:00 p.m., but prior to 6:00 p.m.: 50% of the per diem specified (\$37.50);
  - (c)** If return is after 6:00 p.m.: 100% of the per diem specified (\$75.00).

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

**(B) Touring in the United States**

When touring in the United States, the Artist will receive the per diem amount of Clause 12:05(A) in US dollars.

**12:06 Overtime Compensation**

The Ballet will compensate the Artists for overtime at the rate as specified below.

| 2023-2026        |                                               |           |           |           |
|------------------|-----------------------------------------------|-----------|-----------|-----------|
|                  |                                               | 2023-2024 | 2024-2025 | 2025-2026 |
| Overtime Rate 1: | Per each half-hour or part thereof            | \$26.14   | \$26.67   | \$27.20   |
| Overtime Rate 2: | Per the first half-hour or part thereof       | \$37.51   | \$38.26   | \$39.02   |
|                  | Per each subsequent half-hour or part thereof | \$31.82   | \$32.46   | \$33.11   |

Overtime Rate 1 applies in all cases, except where notice of overtime is not provided as per Clause 18:15(B). Refer to Clause 18:15(A) for application of Overtime greater than two (2) hours of rehearsals.

When an infraction of a Clause results in additional Clauses being breached, overtime compensation will be calculated for each infraction, but payment will be made only for the infraction attracting the highest penalty. However, infraction of the overnight rest period will be paid independently and in addition to any other infractions.

**12:07 Employee Savings Program**

Beginning with their second year of engagement, a Full-Season Dancer or Stage Manager may participate in the Alberta Ballet Employee Savings Program through either a Registered Retirement Savings Plan or Tax-Free Savings Account. When an Artist participates in the Alberta Ballet Employee Savings Program, the Ballet will contribute to the Artist's account at a ratio of one (1) to one (1) (example: Artist contributes one percent (1%), the Ballet will contribute one percent (1%) up to a maximum Ballet contribution, as specified below, per engagement week.

The Ballet will arrange for a financial consultant to meet with the Artists at the beginning of each Season so as to ensure the Artists are fully informed about their savings program options.

| 2023-2026                   |         |
|-----------------------------|---------|
| Maximum Ballet Contribution | \$55.00 |

**12:08 Employment Benefits**

**(A) Alberta Health Care Insurance Plan**

The Ballet will assist Artists to apply for Alberta Health Care Insurance Plan coverage throughout the engagement period for those Artists who qualify. If the Artist is a Non-Resident with a contract of less than six (6) months or is deemed to be ineligible for provincial health care, the Artist will be required to ensure personal medical insurance during the term of their contract. The Artist is to provide the Ballet with confirmation of insurance coverage and receipts of purchase prior to reimbursement.

**(B) Extended Health Insurance**

Artists who are engaged on a Season contract are eligible for coverage under the Ballet's extended insurance policy and benefits plan. The Ballet will pay seventy-five percent (75%) of the premium cost of an insurance policy to provide extended health care benefits, life insurance and a dental plan for Artists engaged by the Ballet, including Artists on Maternity Leave, pursuant to Clause 13:08 (A) Maternity Leave.

Benefits coverage will be effective upon start date of the Engagement Contract.

The Ballet will advise Equity and the Artists at least thirty (30) days prior to the effective date of changes to the Extended Health Insurance.

**(C) Alternate Health Insurance Coverage**

For those Artists who do not qualify for coverage under the Ballet's extended health insurance and who are Equity members, the Ballet will pay the appropriate premiums for coverage under Equity's Accident and Sickness Insurance Plan. Equity will advise the Ballet of any changes to the premium not less than sixty (60) days prior to the change.

**(D) Insurance Between Periods of Employment**

Artists who elect to return for a new Season contract will be eligible for the following:

The Ballet will arrange and pay for fifty percent (50%) of the premium cost of the insurance coverage set forth above between terms of employment as provided in the Artist's Engagement Contract except (C) above, which shall only apply during the Artist's term of engagement.

The Ballet will initiate deductions for prepayment of these benefits within two (2) payroll cycles following the receipt of all Engagement Contracts as per the renewal deadline in Clause 8:05(C) and a signed payroll deduction authorization letter from the Artist.

If the Artist elects to suspend benefits between periods of employment, the Ballet will suspend coverage until the start date of the following Engagement Contract.

**(E) Round-Trip Transportation**

The Ballet will reimburse the Artist for the cost of round-trip transportation between the Artist's place of residence and the city of engagement for any Artist who resides outside of the city of engagement, up to a total combined cost of the round-trip transportation of eight hundred dollars (\$800.00).

For any reimbursement, the Artist will be required to provide the Ballet with receipts, within thirty (30) days of the date of the receipt, to confirm the cost claimed.

Where a Full-Season Artist has fulfilled at least a one (1) season contract and has been provided with reimbursement for the cost of round-trip transportation under this Clause, the Ballet may engage the Artist for a subsequent season or seasons without further obligation to pay such transportation costs.

**(F) Allowed General Holidays**

General Holidays are New Year's Day, Alberta Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day and Christmas Day.

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

In the event the Artist has been required to work on a General Holiday and worked on the General Holiday but was not able to receive a day off in lieu before the conclusion of the Artist's Engagement Contract, and provided the Artist met the service requirements in the Employment Standards Code of at least thirty (30) or more work days in the twelve (12) months preceding the General Holiday, the Artist will be paid at one and a half (1.5) times their regular rate for all hours worked on the General Holiday.

**(G) Waiting Period – Non-Season Artist**

Any Equity member engaged for three (3) months or less will be signed to the Equity accident and sickness insurance plan.

**12:09 Vacations**

**(A) Full-Season Artists**

**(i) Standard Vacation Entitlement**

All Artists whose engagement periods cover a full Season (maximum of 52 weeks) will include two (2) weeks' vacation with pay per Season, in accordance with the Employment Standards Code.

The Ballet shall schedule two (2) vacation weeks within the Season and the Artist shall be notified of this schedule in writing in the first week of the Season. Once a vacation week or weeks have been set by the Ballet, they may only be changed by mutual agreement with the Artist.

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

**(ii) Additional Vacation Entitlements**

**(a) Sixth Consecutive Season and Thereafter**

In the Artist's sixth (6th) consecutive season of engagement and thereafter, the vacation entitlement is increased to three (3) weeks' vacation with pay per Season in accordance with the Employment Standards Code.

**(b) Ninth Consecutive Season and Thereafter**

Full-Season Dancers entering their ninth (9th) consecutive Season of engagement with Alberta Ballet will receive an additional one (1) week of vacation at their existing rate.

Any additional weeks as provided for in (A)(ii)(a) or (b) above may be scheduled within the Season if the Season is also extended by the same amount of time, or if this is not possible, they will be paid out at the end of the Season.

**(iii) Maternity Leave Provisions**

Pursuant to Clause 13:08 (A) Maternity Leave, if the Artist returns to work prior to the scheduled vacation weeks, no alternative payment with respect to vacation time shall be arranged. If the Artist return after one (1) week of vacation time has occurred, the Artist will receive a pro-rated amount on each remaining pay cheque equal to one week of the Artist's weekly contractual salary. If the Artist returns after both weeks of vacation have occurred, the Artist will receive a pro-rated amount on each remaining pay cheque equal to two (2) weeks of the Artist's weekly contractual salary.

**(B) Non-Season Artist**

A Non-Season Artist shall accrue vacation pay at the rate of four percent (4%) of their salary.

**12:10 Fight Captain**

If an Artist is engaged as a Fight Captain, the Artist shall be paid a weekly fee of no less than the amount as specified below in addition to the Artist's contractual in-town fee for each week or part thereof from the date of the first fight rehearsal of a production through to the final performance of said production.

| 2023-2026  |           |           |           |
|------------|-----------|-----------|-----------|
|            | 2023-2024 | 2024-2025 | 2025-2026 |
| Weekly Fee | \$56.27   | \$56.83   | \$57.40   |

**12:11 Tickets**

**(A) Complimentary Tickets**

Each Season Artist (Full-Season Dancers, Apprentice Dancers and Stage Managers) shall be entitled to two (2) complimentary tickets for each performance run, subject to availability as determined by Alberta Ballet.

No later than seven (7) days prior to the first performance in each performance run, the Box Office will send an email with a link to book your tickets through your Account Manager via Ticketmaster. The email will be sent to your albertaballet.com email address and tickets must be booked through the same email.

No tickets will be available at Will Call. Tickets must be scanned at the performance. Season Artists who are the holders of Complimentary Tickets that are not scanned will be charged \$25.00 per ticket.

If a Season Artist is unable to use the complimentary tickets, they must be returned as soon as possible and at least a day prior to the performance.

Tickets must not be sold for personal gain or benefit.

**(B) Discounted Tickets**

Depending on availability, as determined by Alberta Ballet, additional tickets for each performance run, up to a maximum of two (2) per Season Artist, may be purchased at a fifty percent (50%) discount. Premier and Zone D are excluded from the discount tickets. The discount value of the tickets purchased by the Artist is subject to a taxable benefit which will be processed via payroll and identified on the Artist's paystub.

**(C) Dress Rehearsals**

In the case where complimentary tickets are not available for a performance run, Season Artists will be provided with two (2) "tickets" for the Dress Rehearsal.

**12:12 Payment for Use of Own Vehicle**

Should the Artist be required to use their own private vehicle for company business, where no other method of transportation is provided, the Artist shall receive compensation at a rate of not less than the amount as specified below per kilometre, but such rate will be consistent with rates paid to other employees of the Ballet.

| 2023-2026     |           |           |           |
|---------------|-----------|-----------|-----------|
|               | 2023-2024 | 2024-2025 | 2025-2026 |
| Per Kilometre | \$0.58    | \$0.59    | \$0.60    |

## **13:00 ARTIST ABSENCE, ILLNESS AND INJURY**

### **13:01 Advising Ballet**

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

### **13:02 Sick Leave**

The Artist is eligible for sick leave as follows:

- (i) a maximum of seven (7) work days at contractual salary for illness or injury unrelated to the Artist's services provided to the Ballet;
- (ii) absence due to injury related to the Artist's services provided to the Ballet shall not count toward the seven (7) days described in 13:02(i); and
- (iii) the Artist is required to seek proper medical attention to be eligible for sick leave payments.

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

### **13:03 Personal Leave**

The Artist shall be entitled to personal leave with pay for not less than three (3) days from July 1 to June 30 of the following year. Personal leave may be taken in full-day or half-day increments. This leave is in addition to that stipulated in Clause 13:02 and may be taken without explanation. Personal leave may not be taken immediately preceding or following sick days or as supplementary vacation days. Personal leave 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.

The Artist will endeavour to provide the Ballet with as much notice as possible, but in no case will the notice be less than two (2) hours.

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

### **13:04 No Duplication of Assistance**

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

### **13:05 Continued Insurance Coverage**

The Ballet will continue its share of the premium payments required pursuant to Clause 12:08(A) and (B) and (C) on behalf of the ill or injured Artist throughout the engagement period.

### **13:06 Protection**

No Artist's Engagement Contract may be terminated due to illness or injury except in accordance with Article 14:00.

### **13:07 Bereavement Leave**

An Artist shall be granted up to three (3) days bereavement leave with pay for the death or life-threatening illness of an immediate family member (parent, spouse, including common-law or same sex partner, fiancé(e), child, brother or sister, mother/father-in law, brother/sister-in-law, son/daughter-in-law, grandparent or grandchild). The death of guardians and step-parents shall be treated the same as that of biological parents.

Bereavement Leave may also be applied in situations of loss of pregnancy that end other than a result of a live birth.

Where circumstances dictate, the leave noted above shall be extended to provide for reasonable travel time.

An Artist may request additional bereavement leave.

### **13:08 Maternity and Parental Leave and Benefits**

#### **(A) Maternity Leave**

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

- (i) A birth mother wishing to access this Policy must meet the service requirements set out in the Alberta Employment Standards Code, prior to their maternity leave.
- (ii) Birth mothers may take up to seventy-eight (78) weeks of leave, which is made up of sixteen (16) weeks of maternity leave and sixty-two (62) weeks of parental leave which must follow immediately after their maternity leave is completed.
- (iii) Recognizing that it is important for both the Artist and the Ballet to make appropriate arrangements in a timely manner it is understood that the Artist shall inform the Ballet of their pregnancy as soon as it is reasonable to do so. The Artist and the Ballet should at this point discuss tentative dates and begin to develop a plan based on those dates and the Ballet's rehearsal and performance schedule. The purpose of these meetings is for both parties to discuss their respective needs and scheduling requirements.
- (iv) The specific dates of commencement and termination of each leave will be determined by agreement between the Ballet and the Artist, taking into account the Artist's ability to continue performing while pregnant or after childbirth, as well as the individual health and personal needs of the Artist. At the request of the Artist, Equity may participate in those discussions. The Artistic Director will consider opportunities for the Artist to continue performing in a limited capacity (such as walk-on roles), and make best efforts to accommodate the Artist as long as possible prior to commencing the pregnancy leave.
- (v) Except where the Artist prefers otherwise, pregnancy leave shall not begin earlier than twelve (12) weeks prior to the anticipated date of childbirth and shall end not earlier than six (6) weeks following date of childbirth.
- (vi) Provided such duties are available and subject to operational needs, the Ballet shall arrange for modified duties for the Artist in order to bridge the gap between when it is no longer feasible for them to continue dancing and when her maternity leave is expected to begin. Such duties shall be discussed and agreed upon with the Artist taking into account their physical needs. At the request of the Artist, Equity may participate in those discussions. An assessment of modified duties for non-resident dancers working under a work permit must be completed to ensure compliance with the terms of the Artist's work permit and immigration regulations.
- (vii) If the Artist has not elected to take the full seventy-eight (78) week leave period, the Artist and the Ballet shall meet not more than twenty-four (24) weeks following the date of childbirth to discuss their anticipated return, which date shall be mutually agreed upon by the Ballet and the Artist. At the request of the Artist, Equity may participate in the discussions. The return date may be changed by mutual agreement between the Artist and Ballet. Should the Artist choose not to return after the end of their leave, they must provide the Ballet with not less than eight (8) weeks' notice.

- (viii) Understanding that each pregnancy is different and cannot be predicted with absolute accuracy, both parties will act in good faith to determine a schedule of leave and return which meets both of their needs, including the appropriate amount of time required for the Artist to return to dancing condition. In no event can the Artist's notice of return to work take place less than twelve (12) weeks before the anticipated start date.
- (ix) At the Artist's request, the Ballet shall make accommodations within the workplace to allow the Artist to breastfeed when they return to work.
- (x) While maternity leave and benefits are only available to a birth mother, parental leave and benefits are available to adoptive parents, as defined by the Alberta Employment Standards Code.
- (xi) All agreements made pursuant to this Clause will be confirmed in writing.

**(B) Parental Leave**

- (i) Job-protected parental leave of up to sixty-two (62) weeks will be available pursuant to the Alberta Employment Standards Code.
- (ii) The Artist shall meet with the Ballet as soon as is reasonable to do so in order to discuss the implications on their rehearsal or performance schedule. The specific dates of commencement and termination of each leave will be determined by agreement between the Ballet and the Artist. At the request of the Artist, Equity may participate in the discussions.
- (iii) In the case where both Artists are employees of the Ballet, the Ballet shall also meet with the other Artist in order to determine a schedule of leave and return which meets the needs of both the Ballet and the Artists. Only one parent can take parental leave at one time. Parental leave can be taken in whole by one or shared between the parties.
- (iv) Artists whose partners or spouses are due to give birth shall be given one (1) day paid leave to attend the birth.
- (v) Additional unpaid leave may be granted to an Artist right after the birth of a child or the arrival of an adopted child. This leave shall be agreed upon between the Artist and the Ballet and shall be negotiated and agreed upon in good faith by both parties.

**(C) Provisions While on Tour**

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

**14:00 TERMINATION**

**14:01 Termination**

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

**(A) Mutual Consent**

An Engagement Contract may be terminated by mutual consent, in writing including all negotiated terms of the termination, a copy to be filed immediately with Equity.

**(B) Termination Initiated by the Artist**

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

**(C) Termination Initiated by the Ballet**

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

**(D) Failure to Comply with Contract**

When an Artist defaults on their contract, the Ballet has the right to recover from the individual Artist a sum equivalent to the actual costs for travel, immigration and other hiring costs incurred by the Ballet.

**14:02 Close of Season**

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

**15:00 COSTUMES, SHOES AND MAKEUP**

**15:01 Costumes**

**(A) Costumes, Wigs, Dance Belts**

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

Each female-identifying Artist shall be provided with bras, thongs, briefs, nude leotards and any other required undergarments. Female-identifying Artists shall not be required to wear a thong previously assigned to another Artist.

Each male-identifying Artist shall be provided with five (5) dance belts of their choice, style and make each season. Each male-identifying Artist shall be provided with any other undergarments as needed.

Undergarments shall be properly fitted and shall be evaluated at the start of each Season. Undergarments will be replaced as needed throughout the season, and they will be evaluated again at the end of each Season to determine if replacement undergarments are required for the next Season.

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

**(B) Costume Cleaning**

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

In addition to the above, for the Nutcracker, between each city the Engager shall ensure that all washable elements of all costumes are washed. The Engager shall also provide silk undergarments to be worn under costumes that may not be easily cleaned.

**(C) Artist's Responsibility for Costume**

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

**(D) Scheduling of Costume Fittings**

In addition to regular rehearsal time the Ballet is hereby granted a total number of free hours for costume fittings which cannot exceed the equivalent of one (1) hour for each ballet to a maximum of five (5) hours per Season. The Ballet will not require the Artist to perform this duty on the Artist's free day, overnight rest period, or during any breaks. Travel to and from fittings shall constitute part of the costume fitting time. A costume fitting is an official call and the Artist must attend as required. The scheduling of costume fittings shall be subject to Clause 17:03. If the costume fitting is not included on the schedule, the Artist shall not be required to attend the fitting. The Ballet shall post a "sign-in" sheet in the wardrobe room accessible to the Artist upon their arrival. The sheet will include the Artist's name, costume(s) to be fitted, and the scheduled time of the fitting. The Artist's time of arrival at and departure from the fitting will be notated on the sheet and the Artist shall initial the sheet indicating the Artist's acknowledgement of the times and noting any discrepancies.

An Artist may request an additional fitting in order to ensure their costume is properly fitted. This fitting may be scheduled as part of the "free hours" or during regular rehearsal hours.

**(E) Rehearsal Time or Compensation for Costume Fittings**

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

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

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

**(G) Costumes**

With the exception of a dress rehearsal where the Artist is provided with a half-hour call to get into costume, for any other rehearsal or call where an Artist is required to be in costume, the Artist will be provided with fifteen (15) minutes on either side of the call for the purposes of getting in and out of costume.

## **15:02 Shoes**

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

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

A Dancer shall receive new shoes to replace worn out shoes by submitting a request to the shoe co-ordinator(s).

The Ballet will support the shoe co-ordinator(s) in adhering to best practices and industry standards in order maximize the useful life of each shoe. In the case of a dispute over whether shoes are sufficiently worn to warrant replacement and receipt of new shoes, the determination shall be made by the Ballet's Artistic Staff.

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

Female Dancers are required to sign and return worn out pointe shoes at the request of the Ballet.

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

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

- (i) cost of shoes;
- (ii) shipping costs of the shoes; and
- (iii) time spent by the Artist in purchasing the shoes, or having specialty shoes fitted, shall be counted as part of rehearsal time and overtime payments made if necessary.

At the end of each season, in the interest of helping the Artists to maintain their physical condition during the off-season, the Ballet shall provide female Dancers contracted for the next season with five (5) pairs of pointe shoes and one (1) pair of soft shoes. Male Dancers who have been contracted for the next season shall be provided with three (3) pairs of soft shoes.

## **15:03 Specialty Makeup**

In the case of specialty or body makeup that will, in the determination of the Ballet, require more than thirty (30) minutes to apply, the Ballet will engage a professional make-up artist to instruct the Artists in proper application, or provide direct application. Artists required to wear specialty or body makeup, will be paid overtime of thirty (30) minutes. Time to apply specialty makeup will not be deducted from the Artist's total rehearsal time on the day, however the Artist must, prior to the makeup application, receive the applicable break.

## **15:04 Individual Accommodations**

The Ballet will consult the Artist on individual accommodation(s) regarding their hair, makeup, wardrobe, or use of culturally-specific or identity-specific items in a production.

## **16:00 REHEARSAL AND PERFORMANCE CONDITIONS**

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

### **16:01 Dance Surfaces**

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

The Artist will not be required to rehearse or perform on concrete or marble floors or on any other surface which is unsafe or may be the cause of an injury to an Artist. The Stage Manager and the Equity Liaison(s) will consult with the Artistic Director or the Artistic Director's designate and the Artistic Staff member responsible for that piece or activity if it appears that the performing surface is unsafe or may be the cause of an injury to an Artist during rehearsal or performance. The final decision as to whether the performance surface is unsafe or may be the cause of an injury to an Artist shall be made by Equity and the Artistic Director (or the Artistic Director's designate).

In addition to the above, the Ballet shall make every reasonable effort to ensure that there is a sprung floor in all performance venues. For the Ballet's own performances at the Northern Alberta Jubilee Auditorium and the Southern Alberta Jubilee Auditorium, the Ballet shall provide a sprung floor.

For performances or special appearances under one (1) hour that may take place on a harder surface or in a non-traditional venue or location, the affected Dancers will be consulted on appropriate modifications to the choreography.

### **16:02 Temperature**

#### **(A) Minimum and Maximum Temperature Indoors and Out**

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

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

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

#### **(B) Advising Local Backers and Promoters**

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

#### **(C) Special Performances and Performances Under Ten Minutes**

For any special performances or appearances under ten (10) minutes, Equity and the Ballet agree to discuss circumstances and conditions, particularly with regard to temperature. The Ballet will at all times ensure the health and safety of the Artist.

### **16:03 Backstage**

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

**16:04 Dressing Rooms**

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

**16:05 Secure Depository**

At the Artist's request the Ballet will provide a secure depository and be responsible for the Artists' valuables during any class, rehearsal or performance outside the Ballet's home studios. Items will be secured and locked in the Stage Manager's crate. Items placed in the secure depository will remain locked there until claimed by the Artist after the class, rehearsal or performance. The Artist will claim their item(s) in a timely manner.

**16:06 Medical References List and First Aid Kit**

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

**16:07 Outdoor Performances**

Artists will not be required to dance when dance surface conditions are deemed dangerous by the Artistic Director or the Artistic Director's designate, the Equity Liaison(s) and the Stage Manager.

**16:08 Sports Medicine Treatment**

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

While at the Studio in the city of origin, the Ballet shall arrange for on-site sports medicine treatment (e.g. physiotherapy, chiropractic, massage, acupuncture, etc.) at least sixteen (16) hours per rehearsal week.

**(B) On-Site Sports Medicine Treatment at All Performance Venues**

On all dress rehearsal and performance days at all performance venues, the Ballet shall arrange for on-site sports medicine treatment for all Artists involved (e.g. physiotherapy, chiropractic, massage, acupuncture, etc.).

**(C) Arrangements for Off-Site Medicine Treatment**

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

**16:09 Extraordinary Risk**

An Extraordinary Risk is 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 Ballet, stage management and the Equity Liaison(s) as to what constitutes an Extraordinary Risk.

**(A) Identification**

At the beginning of each season the Ballet, 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 Ballet 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.

**(B) Training**

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

**(C) Undue Stress**

An Artist may not be required to perform an Extraordinary Risk if said risk creates undue stress to the Artist. Such risks may include, but are not limited to, activities such as working at heights, working around pyrotechnics or fire, working with live animals, etc.

**(D) Extraordinary Risk Rider**

Where the Artist is to be covered by Equity's insurance and the Artist is required to render services involving Extraordinary Risk, the Ballet 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 (Ballet 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.

**16:10 Stage Fights**

**(A) Engagement of Qualified Fight Director**

The Ballet shall engage a qualified Fight Director to instruct the Artists in the performance of stage fighting when the repertoire in that season includes one (1) or more stage fights.

For the purposes of this Clause, any of the following shall be defined as a Fight Director, and engaged pursuant to the terms of the Agreement.

- (i) A member of Equity experienced in fight direction.
- (ii) A member of the Fight Directors Canada and/or the Society of Canadian Fight Directors and/or any other affiliated fight directors society.

**(B) Monitoring of Stage Fights**

The Ballet shall ensure that the Artistic Staff will continue to monitor the stage fight(s) for the duration of the production.

**(C) Fight Rehearsal**

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

The Artist may be required to rehearse fight sequences for a maximum of fifteen (15) minutes immediately prior to the half-hour call of a performance or a dress rehearsal. This fifteen (15) minute rehearsal will not be deducted from the Artist's total allowed rehearsal time on the day; however the Artist must, prior to the fight rehearsal, receive the applicable break specified in Article 19:00.

In the event that the fight rehearsal invades an Artist's break or extends their span of day, the Artist shall receive compensation at fifty percent (50%) of Overtime Rate 1.

16:11 **Flying**

(A) **Engagement of Qualified Individuals**

The Ballet shall engage a qualified individual or company to facilitate any flying in a production and to instruct the Artists in the safe execution of the activity.

(B) **Safety**

The Ballet shall ensure that all flying systems are monitored and checked daily.

(C) **Flying Rehearsal**

The Artist may be required to rehearse flying sequences for a maximum of fifteen (15) minutes immediately prior to the half-hour call of a performance or a dress rehearsal. This fifteen (15) minute rehearsal will not be deducted from the Artist's total allowed rehearsal time on the day; however the Artist must, prior to the flying rehearsal, receive the applicable break specified in Article 19:00.

(D) **Compensation**

(i) **Flying Rehearsal Invades Break or Extends Span**

In the event that the flying rehearsal invades an Artist's break or extends their span of day, the Artist shall receive compensation at fifty percent (50%) of Overtime Rate 1.

(ii) **Per Performance or Rehearsal Block**

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.

| 2023-2026                                                                                    |                |
|----------------------------------------------------------------------------------------------|----------------|
| <b>Additional Compensation per Performance or 3 Hour Rehearsal Block, or portion thereof</b> | <b>\$51.50</b> |

(iii) **Fitting Time**

When an Artist is required to fly, any time required beyond the half-hour call, or if required, the fifteen (15) minute flying rehearsal, 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 or flying rehearsal, and the Artist will be paid at Overtime Rate 1. If the fitting of a harness or similar device takes place within the flying rehearsal or half-hour call, no overtime is paid.

16:12 **Parking**

In the event that free parking is not available at any performance venue in Calgary, the Ballet will provide convenient alternative parking or pay for parking. Should the Ballet approve an Artist to drive to Edmonton, the same will apply for Edmonton. If an Artist is to be reimbursed for parking, the Ballet will do so upon the submission of a receipt.

16:13 **Notes**

Notes may be provided during allowable rehearsal or performance hours. Verbal feedback will be provided during Official Calls only.

Notes that are to be provided in written or printed format shall be posted prior to the half-hour call during performance weeks only.

No Notes shall be provided to a Dancer during the Performance, including during the half-hour call or intermission.

## **17:00 REGULAR NOTICE REQUIREMENTS**

In all cases, where this Agreement refers to information being posted, it will also be deemed to apply to information being shared electronically via email or via a scheduling platform (SharePoint). Where there is a conflict between information posted, sent via email or on SharePoint, the information on SharePoint shall prevail. The Artist shall advise the Artistic Staff if they notice an error or omission on casting, schedules, or other posted notices, (i.e. being scheduled for two (2) rehearsals at the same time or double cast).

### **17:01 Programming Information**

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

### **17:02 Call Board**

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

### **17:03 Rehearsal and Performance Schedules**

#### **(A) Posting of Itemized Rehearsal Schedule**

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

#### **(B) Changes to Rehearsal Schedule and Notification of Artists**

Where changes are to take place in rehearsal schedules already posted for the following day, the Ballet shall post an updated schedule not later than the end of class, or the half-hour call for a performance, or shall notify the Artist personally of the correct rehearsal call in the day prior to the scheduled rehearsal.

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

#### **(C) TBA Rehearsals**

A rehearsal may be marked "TBA" only under the following conditions.

- (i) the choreographer is creating and/or setting a new work or acquisition;
- (ii) the choreography and casting for the particular section of the ballet has not yet been sufficiently set in order to be reasonably able to determine which Artists are necessary for the rehearsal in advance;
- (iii) all "TBA" rehearsals on the schedule must designate the name of the ballet to be rehearsed; and

- (iv) the names of those Artists called to the rehearsal shall be added to the schedule not later than the beginning of the Artist's last rehearsal block call of the rehearsal day, or the half-hour call for a performance, on the day prior to the scheduled "TBA" rehearsal.

**(D) Ballet's Requirement**

Clause 10:05 shall not apply for any lateness or missed calls when the Ballet has failed to meet the requirements of Clauses 17:02, 17:03(A), (B), (C), or any part thereof. However, provided that the Ballet has met the requirements of those Clauses, it is the Artist's responsibility to find out when the Artist's next call will be whether or not the Artist is present when the rehearsal call is posted.

**17:04 Posting Ballets**

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

**17:05 General Casting**

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

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

**17:06 Posting Cast Changes**

Cast changes for ballets during a season, other than emergency changes, will be posted at least twenty-four (24) hours in advance of the performance. Failing which, each Artist directly involved in the change shall be paid one-eighth (1/8) of the Artist's weekly contractual salary for each such occurrence. For the purposes of this Clause emergency is considered to be circumstances beyond the control of the Ballet, including the inability of an Artist to perform due to sudden illness or injury. In the case an Artist suspects they may be unable to perform due to injury or illness, it is the duty of the Artist to inform the Ballet without delay, so as to allow the Ballet to meet the notice requirements of this Clause (See Clause 13:01). Conversely, when an ill or injured Artist is ready to return to performing, they must provide the Ballet with at least twenty-four (24) hours' notice.

All cast changes will be determined by the Artistic Director or their designate only.

**17:07 Receptions**

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

**18:00 REHEARSALS**

For the purpose of this entire Article 18:00, any break or rest period infringements and any rehearsals which exceed the time limits specified therein shall be paid at the applicable overtime rate, unless otherwise stated.

**18:01 Attendance at Rehearsals**

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

Equally, it is the Ballet's responsibility to ensure that Artistic Staff are on time and properly prepared for those rehearsals to which an Artist is called. In the event that a member of the Artistic Staff is late in excess of twenty (20) minutes or does not arrive for a rehearsal call, and where the Artist is not notified of the delay, the Artist is not obligated to remain at the call.

**18:02 Rehearsal Conflicts**

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

**18:03 Excused Rehearsals**

If the Artist requests to be excused from rehearsal they must have permission from an authorized representative of the Ballet.

**18:04 Length of Rehearsal**

**(A) Sixty (60) Minutes**

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

**(B) One Hundred and Twenty (120) Minutes**

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

**(C) One Hundred and Eighty (180) Minutes**

**(i) Rehearsal Weeks**

Where the rehearsal call is one hundred and eighty (180) minutes, the Artists will receive a break of not less than fifteen (15) minutes following a rehearsal of not more than eighty (80) minutes or the Artists shall be given a five (5) minute rest period after each fifty-five (55) minutes of rehearsal. Where the break is fifteen (15) minutes and should this occur prior to the meal break, the meal break would then be extended by five (5) minutes. Should this occur at the end of the day, the Artists would be released five (5) minutes early.

However, with the agreement of the Equity Liaison(s) and the Artistic Staff responsible for the rehearsal, the fifteen (15) minute break may be extended to twenty (20) minutes.

**(ii) Performance Weeks**

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

**(D) End of Class**

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

Where a fifteen (15) minute notes session is scheduled at the end of class and class has been reduced by fifteen (15) minutes in order to schedule the notes session, the rest period shall be deemed to commence after the completion of the notes session (See Clause 18:05(A)).

**(E) Overnight**

The Artist shall not be required to rehearse or provide any service whatsoever, except travel, sooner than thirteen (13) hours following the end of the last official duty of the previous day. Travel may not be required sooner than ten (10) hours following the end of the last official duty of the previous day. When in performance on tour, the calculation of the rest period will begin forty-five (45) minutes after the final curtain and end with the departure time of the coach the following morning. (Also see Clause 21:06).

**(F) Meal Breaks**

The Artist shall be given a sixty (60) minute rest period for a meal break each day of work (See Clause 18:11).

**18:05 Company Class**

**(A) Company Class During the Season**

Company Class is optional and attendance at Company Class is not a requirement or a condition of a Dancer's Engagement Contract. Company Class will be one and a half (1-1/2) hours in length and no choreography may be rehearsed in Company Class. Company Class may be reduced by a maximum of thirty (30) minutes at the discretion of the Ballet.

On Performance Days that take place on the day after another Performance Day, Company Class may be reduced by fifteen (15) minutes in order to schedule a fifteen (15) minute notes session (See Clause 18:04(D)).

It is recognized that regular attendance at company class is an industry wide expectation. However, the Ballet recognizes that attendance at Company Class is completely voluntary.

The Artist understands that it is their responsibility to be appropriately warmed up for their rehearsal or performance day.

On a performance day the Ballet shall use their best efforts to avoid a Guest Teacher conducting Company Class.

On all days except the first day in the Southern Alberta Jubilee Auditorium and Northern Alberta Jubilee Auditorium as well as on all days at the National Arts Centre, Company Class will be held on stage. In any other performance venue, every effort will be made to hold Company Class on stage.

The Ballet shall include in the weekly rehearsal schedule all invited choreographers and staggers.

**(B) Company Class Prior to the Season**

The Ballet shall provide a daily optional Company Class on week days beginning four (4) weeks prior to the start of the Season. Should the period of time between the end of one Season and the start of the next Season be three (3) weeks or less, Company Class shall be provided for one (1) week prior to the start of the Season. For the purposes of this Clause, the start of the Season shall be determined by the date the first Full-Season Dancer is contracted to start work.

**18:06 Computation of Rehearsal Time**

Should the Artist be required to rehearse in excess of the hours specified, the Artist will be compensated for the excess hours at the overtime rates specified in Clause 12:06. Rehearsal time shall be computed from the time the Artist is called for or arrives at rehearsal, whichever occurs later, and shall conclude at the time of dismissal of the Artist.

**18:07 Related Rehearsal Activities**

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

**18:08 Safety Orientation**

A maximum of fifteen (15) minutes shall be scheduled at the beginning of the first full cast onstage rehearsal in each new venue for the purposes of a Safety Orientation to be led by the Stage Manager and/or Technical Director. A Safety Orientation will include, but is not limited to, identification of possible hazards, unusual technical elements (such as pyro, moving or flying set pieces or props), safety procedures and emergency procedures.

**18:09 Dress Rehearsal**

Prior to the first public performance, there must be a Dress Rehearsal for each production in the Season.

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

Although the intent of a Dress Rehearsal is to run the program with as few interruptions as possible, it is understood that a Dress Rehearsal may need to be stopped. The Ballet shall ensure each Artist receives adequate rehearsal. For the purposes of this Clause a full evening length ballet means when a single work comprises the entire program.

**(A) Duration of Dress Rehearsal**

A Dress Rehearsal, including the half-hour call, may carry on for a period of four (4) hours. The Artist will be provided with a break of not less than twenty (20) minutes at what would be the usual time of intermission, or in the case where intermission is not reached, after no more than eighty (80) minutes of rehearsal. When a Dress Rehearsal is scheduled on a single performance day, any rehearsal activity either prior to or following a dress rehearsal shall constitute overtime.

**(B) Dress Rehearsal on a Rehearsal Day**

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

On a rehearsal day when a Dress Rehearsal of four (4) hours (including the half-hour call) is scheduled, the Artist may be required to rehearse for a maximum of two (2) additional consecutive hours exclusive of meal breaks. (See Clause 18:09(A)).

**(C) Non-Paying Attendees at Dress Rehearsal**

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

**(D) Overtime**

If a Dress Rehearsal runs into overtime, the Artist required to attend shall receive the half-hourly overtime rate for any half (1/2) hour or part thereof.

**(E) Half-Hour Call**

There shall be one (1) "half-hour call" prior to a Dress Rehearsal on a rehearsal day or a performance day whether it happens in the studio or on stage, which shall be considered part of normal rehearsal time for the purpose of putting on costumes and/or make up. A Dress Rehearsal may be three and a half (3-1/2) or four (4) hours in length, including the half-hour call, without incurring overtime. (See Clause 18:09(A)).

**(F) Period for Costume Removal**

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

**(G) Spacing Rehearsal on Stage**

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

**18:10 Studio Dress Rehearsal**

A Studio Dress Rehearsal will not continue for more than three (3) hours but may occur twice in one (1) rehearsal day. In a performance week, a Studio Dress Rehearsal will be reduced in length according to Clause 18:12(A). A Studio Dress Rehearsal may take place in costume, with fifteen (15) minutes allowed for dressing on either side of the rehearsal. If make-up and/or wigs are requested, then thirty (30) minutes will be provided for dressing and putting on make-up and/or wigs prior to the rehearsal.

After the completion of the first section rehearsed (e.g., Act 1), the Artists will receive a break of not less than fifteen (15) minutes. The maximum allowable consecutive time rehearsed will be one hundred and five (105) minutes without a break which may take place at the beginning or the end. If a Studio Dress Rehearsal is shorter than three (3) hours, other rehearsals may continue as per Article 18:00.

Guests may be invited to attend a Studio Dress Rehearsal, however, with the exception of media, invited guests shall only be permitted in the mezzanine, and not on the studio floor. Should invited guests not be capable of accessing the mezzanine, they shall be permitted access on the studio floor.

**18:11 Maximum Consecutive Rehearsal**

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

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

## **18:12 Maximum Daily Rehearsal**

### **(A) Rehearsal or Performance Weeks**

- (i) In a week in which an Artist gives no performance, the Artist's weekly rehearsal schedule shall consist of five (5) rehearsal days of six (6) hours out of seven and a half (7-1/2) hours from the beginning of the day's first scheduled rehearsal of the Artist (except as outlined in Clause 18:12(B)).
- (ii) On a rehearsal day in a performance week, the Artist may only be required to rehearse for five and a half (5-1/2) hours out of a seven (7) hour span.

### **(B) Saturday Rehearsal**

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

- (i) the maximum time an Artist may rehearse on a Saturday shall be two and a half (2-1/2) hours, such hours to be consecutive. On the rehearsal days during the engagement week, prior to the Saturday, the Artist may rehearse for not more than five and a half (5-1/2) hours out of seven (7) hours from the beginning of the day's first scheduled rehearsal of the Artist;
- (ii) there shall be no rehearsal scheduled on a Saturday during a statutory long-weekend; and
- (iii) there shall be no rehearsal scheduled on a Saturday following any series of performances in the city of origin or on the first Saturday following the Artist's return from tour.

## **18:13 Rehearsals on a Performance Day**

### **(A) Two-Performance Day**

On any day on which two (2) performances are scheduled, the Artist shall not be required to rehearse. A thirty (30) minute spacing rehearsal in warm-ups or a fifteen (15) minute note session may be called if it does not infringe on a rest period. If an emergency rehearsal is called, the Artist will be paid the half-hourly overtime rate for each half (1/2) hour or part thereof.

### **(B) One-Performance Day**

On any day on which only one (1) performance is scheduled, the Artist shall not be required to rehearse in excess of two (2) hours except for a Dress Rehearsal in accordance with Clause 18:09(B).

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

### **(C) Travel on a One-Performance Day**

The Artist may not be required to rehearse or to perform any other duties, except travel, earlier than five and a half (5-1/2) hours before curtain time on a single performance day (evening performance), or earlier than two and a half (2-1/2) hours before curtain time of a matinee.

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

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

18:14 **Singing and Speaking Roles**

Each dancer who shall be required to sing more than twelve (12) bars of music or speak more than thirty (30) words in a ballet when such singing or speaking may be done by another person without injury to the essential structure or character of the ballet, shall receive additional compensation at the rate not less than the amount as specified below for each such performance.

| 2023-2026               |           |           |           |
|-------------------------|-----------|-----------|-----------|
|                         | 2023-2024 | 2024-2025 | 2025-2026 |
| Singing or Speaking Fee | \$28.14   | \$28.42   | \$28.70   |

The Ballet agrees to confer with Equity when such occasions arise with a view to determining whether or not payment is appropriate.

18:15 **Overtime**

(A) **Maximum Overtime**

The Artist shall not be required to rehearse more than two (2) hours of actual overtime in any one (1) day. Should the Artist rehearse more than two (2) hours of overtime, the Artist will be paid at double Overtime Rate 1 for each half-hour or part thereof.

(B) **Notice of Overtime**

The Ballet shall provide the Artist with as much advance notice of overtime as possible.

Notice of overtime shall be provided no later than the end of an Artist's last call on the day prior. In cases where notice is not given within the timeline provided above, the Artist shall be paid at Overtime Rate 2 for each half-hour or part thereof. Should the Artist not receive such notice, the Artist cannot be compelled to work the overtime call.

18:16 **Maximum Emergency Rehearsal**

Maximum allowable emergency rehearsal time shall in all cases be limited to one (1) hour. Overtime shall be paid if applicable.

18:17 **Invited Guests**

It is understood that the ability to invite guests (including Donors, Sponsors and other interested parties) to observe Artists in rehearsal has a direct impact on the Ballet's fundraising and audience engagement opportunities. However, the Ballet recognizes the importance of the rehearsal process and will make best efforts to limit the attendance of invited guests, and the number of occasions, to a reasonable amount. It is further understood that the Ballet may wish to invite guests to observe the Dancers' voluntary Company Class. In such cases, the Ballet will request approval from the Liaison(s) no later than forty-eight (48) hours prior to the affected Company Class, and approval shall not be unreasonably withheld.

(A) **Notice and Provision of Information**

The Ballet shall notify the Artists when guests will be attending, and the number of guests to be in attendance, and make best efforts to provide the notice no less than twenty-four (24) hours in advance. The Notice shall include details about the nature of the visit.

The above notwithstanding, in the case of an unexpected or impromptu visit from a special guest, the Ballet may invite the special guest to briefly observe a rehearsal with no notice to the Artists.

If a section is to be run for the sole purpose of the invited guests, the Artists shall be notified no later than the end of class that day.

**(B) Prohibitions**

- (i) Guests shall not be in attendance for any rehearsal with explicit nudity.
- (ii) Guests shall not be permitted to take photographs or make recordings of the class or rehearsal.

**(C) Representative of the Ballet**

The Ballet shall designate a representative, which shall not be Stage Management, to accompany any invited guests at all times.

**(D) Protocol**

- (i) Invited Guests shall be informed they are watching a rehearsal and not a finished performance.
- (ii) The Ballet shall ensure at all times that the presence of invited guests does not disrupt the class or rehearsal process.

**18:18 Other Guests**

Other guests invited by the Ballet who do not have direct or potential impact on the Ballet's fundraising and audience engagement opportunities shall be permitted to observe class and/or rehearsal.

**(A) Artist and Staff Request**

In the event an Artist or Staff Member wishes to invite a guest to class or rehearsal, the Artist or Staff Member shall make such a request through the Company Manager for approval, and such approval shall not be unreasonably withheld.

**(B) Company Class Participation**

The Ballet reserves the right to allow other professional or aspiring professional dancers to participate in Company Class.

**(C) Notice and Provision of Information**

The Ballet shall notify the Artists when guests will be attending, and the number of guests to be in attendance and make best efforts to provide the notice no less than twenty-four (24) hours in advance. The Notice shall include details about the nature of the visit.

**19:00 PERFORMANCES**

**19:01 Maximum Number of Performances**

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

**(A) Maximum Performances in Six or Nine Consecutive days**

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

**(B) Maximum Number of Performances per Day**

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

**(C) Free Day Following Two Double Performance Days**

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

**(D) Performance on a Free Day**

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

**19:02 Educational/Special Performance**

There shall be a maximum of two (2) Educational/Special Performances (as defined herein) per day over a maximum span of five (5) consecutive days. There shall be a "half-hour call" prior to an Educational or Special Performance whether it happens in the studio or on stage, which shall be considered part of the working day, for the purpose of putting on costumes and/or make up.

**19:03 Attendance Before Performance**

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

**19:04 Performance After Rehearsal**

**(A) In City of Origin**

On any day on which a single performance is scheduled, the Artist will not be required to perform sooner than two and a half (2-1/2) hours following any rehearsal. This two and a half (2-1/2) hour rest period shall include the half-hour call prior to performance and shall not be interrupted by any activity of the Ballet except for the Artist's own warm-up or fight rehearsal.

**(B) Outside City of Origin**

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

**19:05 Required Intermissions and Calls**

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

**19:06 Minimum Period Between Performances**

**(A) Rest Period Between Performances**

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

**(B) In the City of Origin**

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

**(C) Outside the City of Origin**

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

**19:07 Rest Period After a Matinee**

Following a Matinee on a day when no evening performance is scheduled, there will be a minimum rest period of one and a half (1-1/2) hours before the commencement of a rehearsal or forty-five (45) minutes before the commencement of intercity travel. With the agreement of the Equity Liaison(s) and the Artistic Staff responsible for the rehearsal this rest period may be reduced after a performance of one (1) hour or less.

**19:08 After Evening Performances**

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

**19:09 Post-Show Meet and Greet**

An Artist may be requested to participate in a post-show meet and greet activity in the lobby after a performance. It is understood that Artist participation is voluntary, and no additional compensation to the Artist will be required provided the Artist is given no less than twenty-four (24) hours' notice in advance and the appearance does not infringe on any rest periods.

The Ballet will provide the Artist with any pertinent information about the meet and greet, including but not limited to expectations and any requirements such as signing autographs, taking of pictures, and identification of VIPs that may be in attendance. The Artist will not be required to be in costume, and the Artist's participation will not extend beyond thirty (30) minutes. The Ballet will ensure that a representative of the Ballet is present at all meet and greets.

In order to encourage audience participation, the Ballet will ensure that the meet and greet is announced to the audience prior to the performance.

If the Ballet wishes to make requests to specific Artists, such requests will be made on a rotating basis to ensure that the requests are spread amongst the Artists.

**19:10 Dance Talks**

Dancers participating in Dance Talks pre-show shall be compensated as specified below. Dance Talks are not to exceed a half (1/2) hour.

| 2023-2026           |         |
|---------------------|---------|
| Dance Talk Pre-show | \$51.50 |

**20:00 UNDERSTUDIES**

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

**21:00 TOURS**

**21:01 Ballet's Expense**

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

**21:02 Personal Luggage**

The Ballet will also provide and pay for the transportation of the Artist's personal luggage, up to the first checked bag, between destinations established by the Ballet and return to the city of origin.

**21:03 Provision of Tour Information**

**(A) Communications Committee**

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

**(B) Artists and Equity**

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

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

**21:04 Accommodations**

**(A) First Class Standard**

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

**(B) Registering of Artists upon Arrival at Accommodations**

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

**21:05 Travel Provisions**

**(A) Company Manager**

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

**(B) Promptness**

The Artist shall be prompt for all departure calls. For bus calls, the Artist shall make their luggage available for loading fifteen (15) minutes prior to the scheduled departure time.

**(C) Maximum Travel Time**

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

- (i)** Two-performance days: No travel;
- (ii)** Single-performance day: Five (5) hours; or
- (iii)** Non-performance day: Ten (10) hours.

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

**(D) Computing Travel Time**

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

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

**(E) Maximum Span of Duties**

On a performance day on which the Artists are travelling, the total time spent in their duties for the Ballet will not exceed twelve (12) hours. On a non-performance day in which there is travel, the span from the beginning of travel to the end of the last rehearsal or last required service of the Artist shall not exceed twelve (12) hours. For calculation purposes the span will commence with the first call of the day and conclude with the actual arrival time of the bus at the hotel following rehearsal or performance.

**(F) Rest Periods When Traveling by Automobile or Bus**

- (i) There will be no travel breaks for travel periods of two (2) hours or less.
- (ii) For travel of more than two (2) hours, there will be one (1) twenty (20) minute travel break which will be deemed to be part of the travel time within the first two (2) hours of travel. If the travel call will be longer than five (5) hours, this break shall occur within the first three (3) hours of travel.
- (iii) For travel of more than four (4) hours there will be a one (1) hour meal break which shall not be considered part of the travel time and which shall commence within the fifth hour of travel [at a reasonably convenient location]. Where the total travel time will not exceed five (5) hours, the meal break may be reasonably scheduled at an earlier time with the consent of the majority of the Artists in the company.
- (iv) If travel continues beyond the break time referred to in Clause 21:05(F)(iii) there will be one (1) twenty (20) minute travel break during each subsequent two (2) hour travel period which travel break will be deemed to form part of the travel period.
- (v) There will be an additional one (1) hour meal break, which shall not be included in the travel period, four (4) hours after the termination of the first one (1) hour meal break referred to in Clause 21:05(F)(iii).

**(G) Free Time on Arrival**

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

**(H) Arrival to Theatre**

Upon arrival directly to the theatre following intercity travel of four (4) hours or less, the Artist shall be given one and a half (1-1/2) hours prior to being called to provide any service for the Ballet including but not limited to Company Class. Otherwise, upon arrival to the Theatre from the hotel, the Artist shall be given forty-five (45) minutes prior to being called to provide any service for the Ballet including but not limited to company class.

**(I) Transportation To and From the Theatre**

In every case where the theatre is situated more than eight-tenths (0.8) of a kilometre from the accommodation, the Ballet will provide transportation for the Artist to the theatre and return to the accommodation after each performance or rehearsal period. The time of departure will be forty-five (45) minutes after final curtain or the Artist's dismissal or, if earlier, when all of the Artists are ready to be transported. Should the Ballet delay the departure time from the theatre beyond the forty-five (45) minutes, the actual departure time shall mark the beginning of the time for the required rest period. Any Artist who is tardy and does not have a reasonable excuse or chooses not to use the arranged transportation is responsible for their own transportation to the hotel or next destination.

However, in the case where an Artist is injured and the nature of the injury would make it difficult for the Artist to walk to the theatre, and where the Artist is required by the Ballet to be at the theatre, the Ballet will provide the Artist with transportation to and from the theatre.

Notwithstanding the above, where the theatre is within eight-tenths (0.8) of a kilometre of the hotel, but inclement weather or unsafe conditions prevail, transportation will be provided for the Artists. The definition of unsafe conditions or inclement weather will be determined by the Ballet.

**(J) Long Travel Days**

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

**(K) Night Travel**

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

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

**(L) Compensation for Overtime**

If the Artist is required to travel for periods exceeding the limits provided in Clause 21:05(C), then the Artist will be entitled to overtime payment in accordance with Clause 12:06.

**21:06 Overseas Touring**

When the Ballet presents the company outside of Canada and the continental United States, the Ballet will advise Equity of its schedule, in writing, three (3) months prior to the commencement of the tour. Both Equity and the Ballet agree to complete the overseas tour rider one (1) month in advance of the tour including the review of the terms and conditions of the Agreement as they may apply to each tour. Overseas travel at the commencement and termination of a tour may be undertaken without any penalty provided compensatory days off are mutually agreed to by Equity and the Ballet when flights are in excess of the hours specified in Clause 21:05.

With the exception of the per diem, if no agreement is reached as a result of the review, the terms and conditions of the Agreement shall apply unchanged. The per diem rates for the various cities shall be agreed to two (2) months in advance. If the parties cannot reach an agreement on the per diem rate, the dispute shall be settled in accordance with Article 25:00.

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

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

**21:07 Passports, Visas, and Consular Appearances**

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

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

**22:00 FREE DAYS**

**22:01 Free Day**

Unless otherwise stated in the Agreement, there shall be one (1) free day during each engagement week. The free day must occur within the engagement week of which it is a part. Once the free day has been designated, it may only be changed with, at least, seven (7) days' notice to the Artist of such change and with notice to Equity.

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

**22:02 Compensating Free Day**

No service shall be required of the Artist on a free day. However, in the event of an emergency requiring the services of the Artist, the Artist shall be compensated at one-hundred and thirty percent (130%) of the first half-hour overtime rate stipulated in Clause 12:06 per half-hour or part thereof, with a minimum call of three (3) hours.

## **22:03 Engagement Week**

### **(A) In the City of Origin**

#### **(i) Rehearsal Weeks**

Except in the case of rehearsal weeks (weeks with no performances) which may have Saturday rehearsals in accordance with Clause 18:12(B), rehearsal weeks shall consist of five (5) working days and two (2) free days, which must be scheduled after no more than five (5) consecutive days of work.

#### **(ii) Performance Weeks**

Performance Weeks shall contain one (1) free day which must be scheduled after no more than six (6) consecutive days of work.

### **(B) On Tour**

#### **(i) Rehearsal Weeks**

Except in the case of rehearsal weeks (weeks with no performances) which may have Saturday rehearsals in accordance with Clause 18:12(B), rehearsal weeks on tour shall consist of five (5) working days and two (2) free days, which must be scheduled after no more than five (5) consecutive days of work.

#### **(ii) Performance Weeks**

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

## **22:04 On Return from Tour**

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

## **23:00 PUBLICITY**

### **23:01 Cast Changes, Omission or Errors**

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

In the event that there are omissions, errors or cast changes in the printed cast listing of principal or soloist roles in the playbill or program, the Ballet will place signs in the lobby, to be prominently displayed, correcting the omission or make an announcement to the audience before the performance, correcting the error or cast change.

### **23:02 Photographs**

#### **(A) Photo Calls by the Ballet**

In addition to regular rehearsal time, the Ballet may call the Artist for photo calls to a maximum of three (3) hours per Season, without additional remuneration to the Artist. The Ballet will not require the Artist to perform this duty on the Artist's free day, overnight rest period, or during any breaks.

Photo calls during performance weeks shall take place within the allowable rehearsal hours, and shall be restricted to the current production being performed. The three (3) hours referenced above will not be used for photo calls during performance weeks.

#### **(B) Notice of Photo Calls**

The Artist will receive at least twenty-four (24) hours' notice of all such photo calls. The above notice shall be placed on the Artists' call board. The Ballet shall make best efforts to post photo calls only when they will actually be happening, and not as a general, blanket notice each day.

**(C) Artists as Photographers/Videographers**

All Artists must seek the permission of the Stage Manager and Company Manager before taking any photos or videos of other Artists or of themselves during rehearsal or performance. The Ballet may request to use that material on their own website or social media pages.

**(D) Names on Photographs**

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

**(E) Approval of Photographs**

Artists shall have the right of approval of photographs within the control of the Ballet, and the Artist may in their approval process specify any uses for which they do not approve a photograph. This Clause applies to photographs of four (4) dancers or less. Photographs shall be made available for review by the Artist and the Artist shall select those photographs they approve for use. The Ballet shall then make the final selection from those photographs chosen by the Artist. Photographs not disapproved by the end of the next working day after notification of their availability to the Artist shall be considered approved.

Approved photographs which are then modified in any way, excluding resizing, are to be re-approved in accordance with this Clause prior to re-use.

**(F) Interviews**

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

**(G) Approval for Commercial Use**

The Ballet will 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), which authorization will specify the commercial product involved and the fee to the Artists.

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

**(i) Exclusive Use by Ballet/ Mixed Use Ballet/Corporate Sponsor Produced and distributed by Ballet or Corporate Sponsor(s)**

There is no payment required. The Ballet must seek approval of the Artists in the photos where there are two (2) Artists or less (see Clause 23:02(E)). Where there are two (2) artists or less in the photos, each Artist shall be identified.

(ii) **Exclusive Use by Third Party**

Written consent of the Artists is required. Payment to each Artist shall be no less than the rates as specified below.

|                                                 | 2023-2026 |           |           |
|-------------------------------------------------|-----------|-----------|-----------|
|                                                 | 2023-2024 | 2024-2025 | 2025-2026 |
| <b>Payment for Exclusive Use by Third Party</b> | \$214.36  | \$216.51  | \$218.68  |

**23:03 Media Calls**

Media calls may be for photography or recorded images to be used by print media, current affairs programs, news programs, arts, lifestyle or similar programming, including website use by those media outlets during the current Season, and the following Season.

**(A) Notice**

The Artist will receive no less than twenty-four (24) hours' notice of any media calls.

**(B) Access**

Media shall be permitted on the studio floor.

**23:04 Biographical Material**

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

**23:05 Reimbursement for Appearances**

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

**24:00 RECORDING AND BROADCAST**

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

Other than as set out below, the Ballet shall not make, or allow to be made, or enter into any agreement for the making of, any recording without the express agreement of Equity which will not be unreasonably withheld. Any such recording as set out below shall only be made with the permission of the Ballet and the consent of Equity.

No Artist shall be required to take part in any recording, except for those provided for below and the Artist shall not knowingly participate in any recording except as set out below. All Artists shall receive at least twenty-four (24) hours' notice before the recording being made.

**24:01 Archival Recording**

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

**(A) Time Spent Recording**

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

**(B) Recordings of Rehearsals and Performances**

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

**(C) Precautions Against Misuse**

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

**(D) Restrictions on Broadcasting of Archival Recordings**

An archival recording may not be broadcast in whole or in part, except as otherwise provided for herein.

**24:02 Promotional Recording**

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

**(A) Special Call**

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

**24:03 Current Affairs Programs**

A maximum of five (5) minutes of performance or rehearsal may be presented on a current affairs or news program without payment to the Artist. No other use of such recording may be made, or any other broadcast made, except as provided for herein.

**24:04 Spot Commercials**

If the Ballet wishes to use an existing promotional recording, archival recording or current affairs clip to make a television spot commercial of not more than two (2) minutes duration, the Ballet shall pay each Artist appearing in the final commercial not less than one-sixth (1/6) of their weekly salary for each thirteen week period during which the commercial is aired, except in the case of Clause 24:05.

**24:05 Donated Advertising/Public Service Announcement**

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

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

## **24:06 Internet and Other Technologies**

### **(A) General Terms**

- (i) The terms of this Agreement apply only to non-revenue generating uses of any kind on the Internet. Any use which generates revenue, including but not limited to membership fees to a website and/or merchandising, must be negotiated with Equity in advance of the proposed use.
- (ii) Material recorded and/or photographed prior to 2006 that the Ballet wishes to use in a new or yet to be determined medium not articulated in this Agreement will be handled on a case by case scenario. Best efforts will be made by the Ballet to acquire new permissions as needed from the Artists involved. Equity may be consulted to acquire easements in certain scenarios and will act as agent for those who cannot be contacted.
- (iii) All Artists appearing in a recorded clip must be credited. However, such credits shall not be included in the time limits as specified below. These credits may be incorporated into the body of the recorded material or may be available as a separate link on the website. In the event that performance material is used, all Stage Management Artists must be credited as well.

### **(B) Recording of Material**

In addition to the allowances under Clause 24:03 of the Agreement, the Ballet may record footage, or use Current Affairs footage or footage from the Electronic Press Kit (EPK) during the current season to a maximum of five (5) minutes of rehearsal and five (5) minutes of performance material without additional payment to Artist, for the following uses:

- (i) Promotion on social media and the Internet, including ads on third-party websites.
- (ii) Marketing e-blasts to current and potential patrons.
- (iii) Digital place-based advertising in places such as, but not limited to, taxis, elevators, rapid transit, electronic billboards. etc.

It is understood that five (5) minutes of rehearsal or five (5) minutes of performance may be edited or re-used but in no case may more than five (5) minutes of either be used at any given time.

### **(C) Use on Personal Sites**

The Ballet agrees that any Artist may link to the approved clips on the Ballet's website from their personal website(s) and/or social media account.

### **(D) Use by Any Third Party**

Use of any recorded material by any third party approved by the Ballet (not the Ballet, a sponsor of the Ballet or a presenter of the Ballet) shall require payment of not less than one eighth (1/8) of the Artist's weekly salary for up to five (5) minutes of already recorded footage.

### **(E) ACTRA Rates and Conditions**

- (i) In the case where the Ballet contemplates the recording of an entire ballet for broadcast or exhibition, the provisions of the ACTRA agreement shall apply.
- (ii) The production of a television commercial which does not use existing footage shall be contracted under the provisions of the ACTRA agreement.

**24:07 Artist Approval of Recorded Material**

Artists shall have the right of approval of recordings made by the Ballet, within the control of the Ballet, and used in accordance with Clauses 24:02, 24:03, 24:04, 24:05 and 24:06. The Artist may in their approval process specify any uses for which they do not approve a recording. This Clause applies to recordings of four (4) dancers or less. Recordings shall be made available for review by the Artist and the Artist shall select those recordings they approve for use. The Ballet shall then make the final selection from those recordings chosen by the Artist. Recordings not disapproved by the end of the next working day after notification of their availability to the Artist shall be considered approved.

Approved recordings which are then modified in any way, excluding resizing, are to be re-approved in accordance with this Clause prior to re-use.

**24:08 Live Feed**

The usage of Simulcast screens and feeds in the same venue as a live performance is permitted without additional permission or payment to the Artists.

**24:09 Recording Conditions**

When the Ballet contemplates a recording of a performance or activity to take place in a non-traditional venue or location, the Ballet shall consult with Equity. The Ballet and Equity must agree on the performing conditions for such a recording prior to the recording taking place.

**25:00 DISPUTE RESOLUTION AND ARBITRATION**

**25:01 Notice of Breach – Artist**

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

**25:02 Notice of Breach – Equity, Ballet**

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

**25:03 Dispute Notice – Content**

The dispute notice must set out the facts supporting the breach, the specific sections of the Agreement or the Engagement Contract that are alleged to have been breached and the remedy sought.

**25:04 Dispute Notice – Time Limit**

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

**25:05 Dispute Resolution Meeting**

Where the dispute notice is presented to the other party, a dispute resolution meeting with the representatives of Equity and the Ballet may be arranged at a mutually agreeable time and location to discuss the dispute, provided that the meeting takes place not later than twenty-eight (28) calendar days from the date the dispute notice was received by either Equity or the Ballet.

**25:06 Arbitration Notice**

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

**25:07 Mediation**

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

**25:08 Arbitration Panel**

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

**25:09 Power of Arbitrator**

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

**25:10 Power to Act for Artists**

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

**25:11 Recourse to Court of Law**

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

**25:12 Cost of Arbitration**

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

**25:13 Privacy of Proceedings**

The arbitration is a private arbitration between the parties.

**25:14 Time Limits – Waiver**

The time limits in Article 25:00 can only be waived by mutual agreement in writing.

**26:00 CONTRACT**

The Artist has no right or power to waive any of the minimum conditions set forth in the Agreement or the Engagement Contract without the written consent of the Ballet and Equity.

**27:00 EQUITY LIAISONS AND EQUITY REPRESENTATIVES**

**27:01 Equity Liaisons**

Liaisons of Equity shall be permitted in the company. The Engager acknowledges the right of Artists to fulfill their reasonable duties or obligations as Liaisons. At the start of each Season, the Artists shall elect two (2) individuals to serve as Equity Liaison(s) and will notify Equity of the results of the election.

**27:02 Responsibilities of the Equity Liaisons**

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

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

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

**27:03 Secret Ballot**

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

**27:04 Equity Representatives**

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

**28:00 STAGE MANAGEMENT**

**28:01 Staffing**

**(A) Sufficient Personnel**

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

**(B) Minimum Number of Work Weeks/Job Sharing**

A Stage Manager shall be engaged for no fewer than forty (40) weeks in each Season. During the duration of the Agreement the Stage Management work weeks may be divided between two (2) Stage Managers for any given Season which may result in a non-continuous engagement period.

**(C) Health Plan**

In the event that a Stage Manager is engaged on a non-continuous basis as provided for in (B) above the Ballet shall offer the Stage Manager the option of enrolling in the Equity Accident and Sickness Insurance plan as per 12:08(G). Premiums shall be paid by the Ballet.

**(D) Requirement for a Stage Manager – Northern Tights and Educational, Special or Other Promotional Performances**

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

Outside of the season or when the Stage Manager is not available by virtue of other work with the Ballet during the season, a Stage Manager shall not be required for Educational/Special performances or other promotional appearances (which may include performances) involving a cast of ten (10) dancers or less within Canada and the United States, following consultation with Equity and where another senior staff member of the Ballet is sufficiently knowledgeable and familiar with the choreography, technical, and artistic aspects of the program to be performed in order to safely and appropriately fulfill the stage management duties and responsibilities for such activity in accordance with Article 28:00.

**28:02 Equity Contract**

All Stage Managers must be properly contracted on an Engagement Contract form provided by Equity.

**28:03 Preparation Weeks**

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

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

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 termination of their contracts.

**28:04 Stage Management Duties**

**(A) Rehearsal Period (Studio)**

- (i) Attend sufficient rehearsals to learn the Choreography of each ballet in order to integrate the lighting and technical cues.
- (ii) Ensure that all production elements such as properties, music, costumes if necessary and spike marks are provided for all studio rehearsals.
- (iii) Maintain on a regular basis the sound and video inventories for all ballets.
- (iv) Compile and maintain an individual file for each ballet that enters the Ballet's repertoire.
- (v) To use the company audio and video equipment to produce copies of music and videos.
- (vi) Will collaborate with the Artistic Department and/or Choreographer in obtaining, minor editing, and producing the music for the ballets entering the repertoire. It is understood that it is not the Stage Manager's responsibility to do major editing and producing of performance ready final music, and that appropriate resources will be used for that purpose.

**(B) General Stage Management Duties**

The Stage Manager is required to attend all scheduled production meetings which involve the discussion of elements of the production which directly affect the duties and responsibilities of Stage Management.

The Stage Manager shall work with the artistic team and production team to co-ordinate and communicate with all heads of the other departments.

As the duties of Stage Management may differ from production to production, it is required that the Ballet discuss any additional general stage management duties and commensurate remuneration with the Stage Management personnel prior to signing the contract.

**(C) Record-Keeping, Prompt Book**

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

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

**(D) Technical Support: In Theatre**

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

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

**(E) Performances**

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

**(F) Discretion in Organization of Work**

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

**28:05 Prohibited Duties**

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

**(A) Fulfilling Duties of Union Members**

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

**(B) Fulfilling Duties of Management**

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

**(C) Signing Closing Notices**

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

**(D) Building Maintenance**

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

**(E) Payroll**

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

**(F) Serving Meals**

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

**(G) Understudying and Performing**

This pertains to understudying or performing on stage.

**28:06 Working Conditions**

**(A) Rehearsal Week in the City of Origin**

Hours of work shall not exceed eight (8) out of nine (9) consecutive hours per day. There shall at all times be an unpaid meal break of one (1) hour after not more than five (5) hours of work. The Artist may be required to work up to five (5) days per engagement week and the two (2) designated free days shall be consecutive. The Artist may be required to work up to a maximum of forty-four (44) hours per engagement week. Hours of work in excess of the daily and weekly limitations shall be compensated at the overtime rate in accordance with Clause 12:06.

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

Hours of work shall not exceed eight (8) out of nine (9) consecutive hours per day. There shall at all times be an unpaid meal break of not less than one (1) hour after not more than five (5) hours of work. For each production, and once per performance venue, there may be one (1) extended rehearsal day of ten (10) hours out of a span of twelve (12) consecutive hours with two (2) unpaid breaks of one (1) hour after not more than five (5) hours of work. The Artist may be required to work up to six (6) days per week to a maximum of fifty-one (51) hours per engagement week. Hours of work in excess of the daily and weekly limitations shall be compensated at the overtime rate in accordance with Clause 12:06.

**(C) Overnight Rest Infringement**

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

**(D) Maximum Consecutive Hours of Work**

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

**(E) Overtime Approval**

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

Should the Ballet's designated representative not be available for such approval, and if the working of such overtime is paramount to safety, travel schedule or the efficient running of the production, such overtime may be approved at the discretion of the Stage Manager, in which case the Stage Manager shall inform the Ballet's designated representative of such overtime in a timely fashion.

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

**(F) Stage Manager's Free Time upon Trip's End**

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

**(G) Payment for Overnight Travel on Sleeper Coach**

Should the Stage Manager be required to travel overnight on a sleeper coach, the Stage Manager shall receive an amount not less than that paid to the crew in lieu of accommodation. This amount is in addition to the per diem outlined in Clause 12:05.

**28:07 Additional Duties**

Stage Managers may negotiate for additional duties not normally associated with ballet Stage Management functions.

**28:08 Free Day**

A free day, within the city of origin or outside the city of origin, shall commence at midnight and end at 08:00 of the second following day. In the event that intercity travel should extend beyond midnight, the Stage Manager's free day shall be computed from the time of arrival at the hotel until twenty-four (24) hours later or 08:00 of the following day, whichever is later. In the event that there are two (2) consecutive free days, the second free day shall be twenty-four (24) hours in length. The free day for Stage Management need not coincide with that of any other Artist, and may, with the approval of the Ballet, be taken in conjunction with annual vacation leave.

The Artist's Free Day(s) will be scheduled in accordance with Clause 22:03.

**28:09 Production Material**

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

**28:10 Health and Safety**

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

**28:11 Billing**

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

**28:12 SM Special Provision – Recording**

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

- (i) Payment to Stage Management personnel shall be in accordance with Article 24:00.
- (ii) These payments shall be contracted for by rider to the Artist's Engagement Contract.
- (iii) No Artist may be required to take part in the recording or broadcast. If the Artist agrees to do so, the Artist shall be properly contracted for same and shall be free to negotiate a fee in excess of the minimum conditions specified herein, including royalty payment.

**(B) Two-Performance Day**

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

**(C) Overnight Rest**

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

**(D) Production Made in Lay-Off**

When a recording or broadcast is made of a stage production during a lay off period, the Stage Management personnel who were last engaged in the stage production prior to the recording or broadcast must be paid in accordance with Article 24:00.

**28:13 Exclusions**

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

|       |                                       |
|-------|---------------------------------------|
| 8:02  | Reduction of Roster While on Tour     |
| 8:04  | Engagement Between Seasonal Contracts |
| 8:06  | Meeting with the Artistic Director    |
| 10:01 | Clothing and Makeup                   |
| 10:02 | Artist's Condition                    |
| 10:04 | Additional Duties                     |
| 10:05 | Breaches by the Artist                |
| 15:00 | COSTUMES, SHOES AND MAKEUP            |
| 16:01 | Dance Surfaces                        |
| 16:02 | Temperature                           |
| 16:04 | Dressing Rooms                        |
| 16:07 | Outdoor Performances                  |
| 18:00 | REHEARSALS                            |
| 19:04 | Performance After Rehearsal           |
| 19:05 | Required Intermissions and Calls      |

|          |                                         |
|----------|-----------------------------------------|
| 19:06    | Minimum Period Between Performances     |
| 20:00    | UNDERSTUDIES                            |
| 21:05(G) | Travel Provisions, Free Time on Arrival |
| 21:05(H) | Travel Provisions, Arrival to Theatre   |
| 23:00    | PUBLICITY                               |
| 24:00    | RECORDING AND BROADCAST                 |

## **28:14 Apprentice Stage Manager Program**

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

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

### **(A) Registration**

The Ballet 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 has 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) Minimum Engagement**

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

### **(C) Stage Management Staffing**

It is not the intention of the Stage Management Apprentice program to reduce the stage management staffing provisions of Clause 28:01 of the Agreement, or as a means to engage qualified Stage Management personnel under less than standard conditions.

## **29:00 FAILURE TO INSIST UPON PERFORMANCE**

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

## **30:00 NO STRIKES/LOCKOUTS**

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

**31:00 CHILDREN**

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

The Ballet shall make every effort to ensure that there shall be separate dressing rooms as required by gender, which shall be separate from the dressing rooms provided for the Artists of the company.

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

**32:00 RESPECTFUL WORKPLACE POLICY**

The Ballet shall establish and maintain a Respectful Workplace Policy. This Policy and any policies referred to in the document that are applicable to the Artists will be provided to each Artist on the first day of their engagement in each Season. Artists will be provided electronic access to the Employee Handbook and Respectful Workplace Policy. Instructions on how to access the policies will be posted on the call board. The Ballet shall provide a copy of this Policy, any policies referred to in the document, and any amendments, to Equity.

In addition to the reporting process in the Policy, at the discretion of the Artist, the complaint shall also be reported to Equity.

**33:00 EXPIRATION**

The term of this Agreement commences on July 1, 2023, and will terminate on June 30, 2026, 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 Ballet for the next or succeeding seasons. Equity and the Ballet agree to submit proposals to each other for a new Agreement not later than two (2) weeks prior to the commencement of the negotiations, unless otherwise mutually agreed upon.

## **SIDELETTER ON EQUITY, DIVERSITY, INCLUSION AND INDIGENEITY**

The Ballet's Equity, Diversity, Inclusion and Indigeneity (EDII) Statement is integral to the values of the organization.

It is acknowledged that all Artists bring their identity, history, culture, and experience to the creative process, and that the inclusion of diverse identities is a source of richness and strength for a production and the organization.

Where a production deals with identity-specific content, or characters outside the lived experience of the creative team, the Ballet shall make best efforts to consult with DEI professionals with relevant expertise to support informed and respectful choices relating to representation.

The Ballet's EDII Statement does not form and is not part of this Agreement.

## **SIDELETTER ON ONSTAGE INTIMACY**

Over the term of this Agreement, the Ballet and Equity agree to work pro-actively and collaboratively to discuss how onstage intimacy may best be provided for, including, but not limited to, the engagement of Intimacy professionals and/or other qualified professionals, as well as training, determination of the requirements for both existing and new works, and any other considerations that may arise.

For the purposes of this Sideletter, Onstage Intimacy is defined as 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, kissing or embrace with sexual intent, demonstrations of sexual violence, etc.

# ABA

## 2023 - 2026

Canadian Actors'

# EQUITY

Association

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