

ESCA

begins January 5, 2026 | terminates December 31, 2028

Canadian Actors'
EQUITY
Association

The Second City

EQUITY SECOND CITY AGREEMENT

2026 – 2028

Table of Contents

PREAMBLE		1
(A) Agreement	BOTH	1
(B) Purpose	BOTH	1
(C) Equity	BOTH	1
(D) Second City	BOTH	1
(E) Application of Clauses	BOTH	1
(F) Paragraph Headings	BOTH	1
1:00 RECOGNITION OF EQUITY AND THE APPLICATION OF AGREEMENT	BOTH	1
2:00 THEATRICALS	BOTH	1
3:00 ARTIST'S OBLIGATIONS TO EQUITY	BOTH	1
3:01 Equity Members in Good Standing	BOTH	2
3:02 Equity Constitution and Bylaws	BOTH	2
3:03 Discipline of Members	BOTH	2
4:00 BINDING EFFECT OF AGREEMENT	BOTH	2
5:00 LAWS GOVERNING		2
5:01 Provincial Jurisdiction	BOTH	2
5:02 Statutory Conflicts	BOTH	2
5:03 Canadian Statutes	BOTH	2
5:04 Provisions Affected	BOTH	2
6:00 PRODUCTION PROSECUTED	BOTH	3
7:00 EQUITY SPECIAL PROVISIONS		3
7:01 Membership Meetings - Privilege of Artists to Attend	BOTH	3
7:02 Special Power to Act for Artist		3
(A) Authority	BOTH	3
(B) Consent	BOTH	3
(C) Representation	BOTH	4
7:03 Company Meetings		4
(A) Secret Ballot	BOTH	4
(B) Attendance	BOTH	4
8:00 DEFINITIONS		4
8:01 Apprentice Stage Manager	BOTH	4
8:02 Artist	BOTH	4
8:03 Callback Audition	BOTH	4
8:04 Choreographer	BOTH	4
8:05 Contractual Fee	BOTH	4
8:06 Creative Compensation	BOTH	4
8:07 Company	BOTH	4
8:08 Cover	BOTH	4
8:09 Director	BOTH	4
8:10 Emergency Rehearsal	BOTH	5
8:11 Engagement Week	BOTH	5
8:12 Fight Director	BOTH	5
8:13 Filing Fee	BOTH	5
8:14 Free Day	BOTH	5
8:15 Half-Hour Call	BOTH	5
8:16 Harassment	BOTH	5
8:17 Intimacy	BOTH	5
8:18 Intimacy Director	BOTH	5
8:19 Living Allowance	MAIN	5

Table of Contents

8:20	Original Artist -----	MAIN -----	5
8:21	Out-of-Town Artist -----	BOTH -----	5
8:22	Performance Day -----	BOTH -----	5
8:23	Performer -----	BOTH -----	5
8:24	Place of Residence -----	BOTH -----	6
8:25	Point of Origin -----	BOTH -----	6
8:26	Press Opening -----	MAIN -----	6
8:27	Process -----	BOTH -----	6
8:28	Production -----	TourCo -----	6
8:29	Recording -----	BOTH -----	6
8:30	Rehearsals -----	BOTH -----	6
8:31	Revue -----	MAIN -----	6
8:32	Role -----	BOTH -----	6
8:33	Stage Manager -----	BOTH -----	6
8:34	Theatre -----	BOTH -----	6
8:35	Theatricals -----	BOTH -----	6
8:36	Touring -----	TourCo -----	6
8:37	Track -----	BOTH -----	6
8:38	Underrepresented Groups -----	BOTH -----	7
9:00	RESPECT, HARASSMENT AND DISCRIMINATION		7
	Preamble -----	BOTH -----	7
9:01	Not In OUR Space! Program -----	BOTH -----	7
9:02	Harassment -----	BOTH -----	7
9:03	Reporting Harassment and Resolution Process -----	BOTH -----	8
9:04	Requirement to Report -----	BOTH -----	8
9:05	Relief of Termination Payment -----	BOTH -----	8
9:06	Dispute Between Equity and the Theatre -----	BOTH -----	8
9:07	Discrimination -----		8
	(A) Discrimination Prohibition -----	BOTH -----	8
	(B) Termination Due to Discrimination is Prohibited -----	BOTH -----	8
	(C) Artist Not Required to Render Services -----	BOTH -----	9
	(D) Discrimination Due to Pregnancy or Parental Status -----	BOTH -----	9
	(E) Discrimination for Association Activity -----	BOTH -----	9
	(i) Prohibition of Discrimination -----		9
	(ii) Claims -----		9
10:00	BREACHES		9
10:01	By the Theatre -----		9
	(A) Conditions -----	BOTH -----	9
	(B) Procedure -----	BOTH -----	9
	(C) Payment -----	BOTH -----	10
	(D) Punitive Damages -----		10
	(i) Mainstage -----	MAIN -----	10
	(ii) Touring Company -----	TourCo -----	10
	(E) No Waiver of Rights -----	BOTH -----	10
	(F) Without Prejudice -----	BOTH -----	10
10:02	By the Artist -----		10
	(A) Absences -----	BOTH -----	10
	(B) Equity's Right to Dispute -----	BOTH -----	10
	(C) Penalties for Other Claims -----	BOTH -----	11

Table of Contents

11:00	CLAIMS	11
11:01	Waiver or Release Not Permissible -----	BOTH ----- 11
11:02	Time Limit in Lodging Claims -----	BOTH ----- 11
12:00	DISPUTE RESOLUTION	11
	Preamble -----	BOTH ----- 11
12:01	Disagreement over Interpretation -----	BOTH ----- 11
12:02	Equity to Act for Members -----	BOTH ----- 11
12:03	Demand -----	BOTH ----- 11
12:04	Notice -----	BOTH ----- 12
12:05	Appointment of Arbitrator -----	BOTH ----- 12
12:06	Hearings -----	BOTH ----- 12
12:07	Binding Nature of Arbitration -----	BOTH ----- 12
12:08	No Recourse to Court of Law -----	BOTH ----- 12
12:09	No Modification of Agreement -----	BOTH ----- 12
12:10	Theatre's Failure -----	BOTH ----- 12
12:11	Artist's Failure to Comply -----	BOTH ----- 12
12:12	Expenses -----	BOTH ----- 12
13:00	AUDITIONS	12
13:01	Notice of Auditions to Equity -----	BOTH ----- 13
13:02	Audition Submission Prohibition -----	BOTH ----- 13
13:03	Annual Auditions -----	BOTH ----- 13
13:04	Priority Scheduling -----	BOTH ----- 13
13:05	Attendance and Suitable Space -----	BOTH ----- 13
13:06	Audition Spaces -----	BOTH ----- 13
13:07	Audition Spaces Accessibility for Performer with an Accessibility Need -----	BOTH ----- 13
13:08	Audition Venue Inspection -----	BOTH ----- 13
13:09	Scheduling of Auditions -----	BOTH ----- 13
13:10	Group Auditions -----	BOTH ----- 13
13:11	Requirement for Performers to Sign-in -----	BOTH ----- 14
13:12	Casting Authority Present -----	BOTH ----- 14
13:13	Assignment of Casting Prohibited -----	BOTH ----- 14
13:14	Maximum Number of Calls -----	BOTH ----- 14
13:15	Recording of Auditions Prohibited -----	BOTH ----- 14
13:16	Auditions with Requested Prepared Material -----	BOTH ----- 14
13:17	Availability of Requested Audition Material -----	BOTH ----- 14
13:18	Nudity in Auditions -----	BOTH ----- 14
13:19	Callback Auditions -----	BOTH ----- 14
14:00	ACCESS, INCLUSION AND ANTI-OPPRESSION	14
(A)	Inclusive Casting -----	BOTH ----- 14
(B)	Notice of Auditions and Opportunities -----	BOTH ----- 15
(C)	Specific Casting Requirements -----	BOTH ----- 15
(D)	Respectful Representation -----	BOTH ----- 15
(E)	Reporting -----	BOTH ----- 15
15:00	BLACKLISTING	BOTH 15
16:00	NON-MEMBERS	15
16:01	Non-Members -----	15
(A)	Requirement for an ESCA Engagement Contract -----	BOTH ----- 15
(B)	Requirement to Remit Filing Fees -----	BOTH ----- 15
16:02	Touring Into the USA -----	TourCo----- 15

Table of Contents

17:00	NON-RESIDENT ARTISTS	BOTH	16
18:00	CONTINUOUS ENGAGEMENT	MAIN	16
19:00	PRODUCTION REGISTRATION	BOTH	16
20:00	POSTING OF SECURITY		16
20:01	Maintenance of Satisfactory Security-----		16
	(A) Requirement -----	BOTH	16
	(B) Liability -----	BOTH	16
20:02	Amount -----	BOTH	16
20:03	Release -----	BOTH	16
20:04	Cash Deposits -----	BOTH	16
20:05	Theatres in Arrears -----	BOTH	17
20:06	Drawing Upon Security -----	BOTH	17
21:00	CONTRACTS		17
21:01	Equity Contracts -----	BOTH	17
21:02	Effective Date -----	BOTH	17
	(A) Press Opening -----	MAIN	17
21:03	Issuing of-----		17
	(A) Mainstage Contracts -----	MAIN	17
	(B) Touring Company -----	TourCo	17
21:04	Signing of -----	BOTH	17
21:05	Changes, Alterations and Concessions -----	BOTH	18
21:06	Triplicate Copy -----	BOTH	18
21:07	Deadlines for Filing -----	BOTH	18
21:08	Confidentiality -----	BOTH	18
21:09	Electronic Contract Template Forms -----	BOTH	18
22:00	RIGHTS IN FUTURE PRODUCTIONS		18
22:01	Rights in Future Productions -----	MAIN	18
23:00	FEES		19
23:01	Legal Tender -----	BOTH	19
23:02	Payment by Direct Deposit -----	BOTH	19
23:03	Payment on Tour -----	TourCo	19
23:04	Time of Payment -----	BOTH	19
23:05	Taxes -----	BOTH	19
23:06	Itemized Deductions and Payments -----	BOTH	19
23:07	Agency Commission -----	BOTH	19
23:08	Additional Services Payments -----	BOTH	19
23:09	Unpaid Fees -----	BOTH	19
23:10	Partial Weeks of Engagement -----	BOTH	20
	(A) Timing -----	MAIN	20
	(B) Consecutive -----	MAIN	20
	(C) Payment for Prorated Days -----	MAIN	20
	(D) Insurance Top-Up -----	BOTH	20
	(E) Number of Prorated Days -----	BOTH	20
	(F) Inclusion of Free Day -----	BOTH	20
	(G) Reporting -----	BOTH	20
	(H) Failure of the Artist to Rehearse -----	MAIN	20
23:11	Additional Duties -----	BOTH	21

Table of Contents

23:12	Fee Schedule-----	21
	(A) Current -----	BOTH ----- 21
	(B) Contracts Spanning Two Fee Schedules -----	BOTH ----- 21
	(C) Contracts beyond the Current ESCA -----	BOTH ----- 21
23:13	Mainstage Minimum Fees 2026-2028 -----	MAIN ----- 21
23:14	Touring Company Minimum Fees 2026-2028 -----	TourCo----- 22
	Shows and Rehearsals -----	22
23:15	Choreographer Fees 2026-2028 -----	BOTH ----- 23
23:16	Long-Term Run Bonus -----	MAIN ----- 23
23:17	Extended Process -----	MAIN ----- 23
24:00	CONTINGENT COMPENSATION ON WEEKLY GROSS	BOTH 23
25:00	DEDUCTIONS	23
25:01	Deductions -----	23
	(A) Payments of Equity Dues -----	BOTH ----- 23
	(B) Equity Member Benefits -----	BOTH ----- 23
	(C) Non-Member Deductions -----	BOTH ----- 24
	(D) Artists on Tour -----	TourCo----- 24
	(E) Additional Services -----	BOTH ----- 24
25:02	Remittances -----	BOTH ----- 24
26:00	OUT-OF-TOWN ARTISTS	24
26:01	Obligations When Contract is Three or More Months -----	BOTH ----- 24
	(A) Transportation -----	BOTH ----- 24
	(B) Luggage -----	BOTH ----- 24
	(C) Relocation Fee -----	MAIN ----- 25
26:02	Obligation When Contract is Less Than Three Months -----	BOTH ----- 25
	(A) Transportation -----	BOTH ----- 25
	(B) Luggage -----	BOTH ----- 25
	(C) Living Allowance -----	MAIN ----- 25
26:03	Housing -----	MAIN ----- 25
	(A) Clean and Sanitary -----	MAIN ----- 25
	(B) Relatives and Pets -----	MAIN ----- 26
27:00	NUDITY AND ACTS OF INTIMACY IN PRODUCTION	26
27:01	Sex Acts -----	BOTH ----- 26
27:02	Notification to the Actor -----	26
	(A) Prior to Signing -----	TourCo----- 26
	(B) Notice -----	BOTH ----- 26
27:03	Rider to the ESCA Engagement Contract -----	BOTH ----- 26
28:00	SAFE AND SANITARY CONDITIONS	26
	Preamble -----	BOTH ----- 26
28:01	Minimum Requirements -----	BOTH ----- 26
28:02	Temperature -----	BOTH ----- 27
28:03	Drinking Water -----	27
28:04	Dressing Rooms -----	27
	(A) Supplies and Cleaning -----	BOTH ----- 27
	(B) Upkeep -----	BOTH ----- 27
	(C) Ventilation -----	BOTH ----- 27
28:05	Equity Cot -----	BOTH ----- 27
28:06	First Aid -----	27
	(A) First Aid Certification -----	BOTH ----- 27
	(B) First Aid Kits -----	BOTH ----- 27

Table of Contents

28:07	Lavatory and Toilet Facilities -----	BOTH -----	28
28:08	Deep Cleaning -----	BOTH -----	28
28:09	Fire Safety Procedure -----	BOTH -----	28
	(A) Tour Location -----	TourCo -----	28
28:10	Equity's Discretion -----	BOTH -----	28
29:00	EXTRAORDINARY RISKS		28
29:01	Responsibility of the Theatre -----	BOTH -----	28
29:02	Rider -----	BOTH -----	28
29:03	Dangerous Conditions -----	BOTH -----	29
29:04	Production Elements -----	BOTH -----	29
29:05	Smoke and Haze -----	BOTH -----	29
29:06	Firearms -----	BOTH -----	29
29:07	Pyrotechnics -----	BOTH -----	29
29:08	Determination -----	BOTH -----	29
30:00	CALLBOARD BOTH		29
31:00	LIAISONS AND REPRESENTATIVES		30
31:01	Equity Liaison -----		30
	(A) Mainstage -----	MAIN -----	30
	(B) Touring Company -----	TourCo -----	30
31:02	Equity Representatives -----		30
	(A) Authorized Representatives -----	BOTH -----	30
	(B) Equity Company Meetings -----	BOTH -----	30
32:00	COMPANY AND MANAGEMENT MEETINGS		30
32:01	Mainstage -----	MAIN -----	30
32:02	Touring Company -----	TourCo -----	30
33:00	DUTIES OF THE ARTIST		30
33:01	Duties -----	BOTH -----	30
33:02	Infractions -----	BOTH -----	31
33:03	Intoxication or Impairment -----	BOTH -----	31
34:00	TICKETING POLICIES		31
34:01	Comp Policy -----	BOTH -----	31
34:02	Complimentary Tickets on Tour -----	TourCo -----	31
34:03	Equity Members -----	MAIN -----	31
35:00	REHEARSALS		31
	Preamble -----	BOTH -----	31
35:01	Timeline – Start of Process -----	MAIN -----	31
35:02	Mainstage Hours -----	MAIN -----	31
35:03	TourCo Hours -----	TourCo -----	32
35:04	Additional Services -----	BOTH -----	32
35:05	Breaks -----		32
	(A) Meal Break -----	BOTH -----	32
	(B) During Rehearsal -----	BOTH -----	32
	(C) Between Rehearsal and Performance -----		32
	(i) Mainstage and TourCo -----	BOTH -----	32
	(D) Rehearsals After a Performance -----	BOTH -----	32
	(E) Between Travel and Rehearsal or Performance -----	TourCo -----	33
35:06	Note Sessions -----	BOTH -----	33
35:07	Notice of Calls -----	BOTH -----	33
35:08	Press Opening and Revue Identity -----	MAIN -----	33
35:09	Rehearsal of Current Production After Press Opening -----	MAIN -----	33

Table of Contents

35:10	Workshops and Classes -----	MAIN -----	33
35:11	Rehearsals Lost -----	BOTH -----	33
35:12	Span of Day -----		34
	(A) Performers -----	BOTH -----	34
	(B) Stage Management -----	BOTH -----	34
35:13	Emergency Rehearsal -----	BOTH -----	34
36:00	FREE DAY		34
36:01	Requirement -----	BOTH -----	34
36:02	Period Between Days Off -----	BOTH -----	34
36:03	Notice of Change -----	BOTH -----	34
36:04	December 25 -----	BOTH -----	34
37:00	ANNOUNCEMENTS		34
37:01	Method -----	BOTH -----	34
37:02	Front of House Entrances or Exits -----	BOTH -----	35
38:00	BILLING		35
38:01	Billing -----	BOTH -----	35
38:02	Promotion of the Artist -----		35
	(A) Billing -----	BOTH -----	35
	(B) Billing Provisions -----	BOTH -----	35
	(C) Media Releases -----	MAIN -----	35
38:03	Breaches -----	BOTH -----	35
	(A) Mainstage -----	MAIN -----	35
	(B) Touring Company -----	TourCo -----	35
	(C) Directors and Choreographers -----	BOTH -----	35
38:04	Stage Management -----	BOTH -----	36
	(A) Photographs and Biographies -----	BOTH -----	36
	(B) Billing Page -----	BOTH -----	36
38:05	Website Billing -----	BOTH -----	36
39:00	HOUSEBOARDS, CAST LISTS AND PROGRAMS		36
39:01	Houseboards/Digital Screens -----		36
	(A) Mainstage -----	BOTH -----	36
	(B) Touring Company -----	TourCo -----	36
39:02	Free Program -----	BOTH -----	36
39:03	Artist Photographs -----	BOTH -----	36
39:04	Biographies -----		37
	(A) Biographical Material -----	BOTH -----	37
	(B) Biographies Not In Program -----	BOTH -----	37
39:05	Cast List -----	TourCo -----	37
39:06	Errors or Omissions -----	BOTH -----	37
	(A) Breach -----	BOTH -----	37
	(B) Directors and Choreographers -----	BOTH -----	37
39:07	Artist Leaving a Company -----		37
	(A) Houseboards, Cast Lists and Frames -----	BOTH -----	37
	(B) Programs -----	BOTH -----	37
40:00	CREATIVE COMPENSATION AND OWNERSHIP OF MATERIAL		38
40:01	Creative Compensation -----	MAIN -----	38
40:02	Touring Company Writing -----	TourCo -----	38
40:03	Ownership of Material -----	BOTH -----	38
41:00	OVERNIGHT REST PERIOD		39
41:01	Standard -----	BOTH -----	39
41:02	Return to Point of Origin -----	TourCo -----	39

Table of Contents

42:00	WARDROBE AND MAKE-UP	40
42:01	Costumes -----	BOTH -----40
42:02	Declared Value -----	BOTH -----40
42:03	Cleaning and Upkeep-----	-----40
	(A) Mainstage -----	MAIN -----40
	(B) Touring Company -----	TourCo-----40
	(C) Skin Parts -----	BOTH -----40
42:04	Kneepads -----	BOTH -----40
42:05	Make-up -----	BOTH -----40
42:06	Change of Hair Colour or Style -----	MAIN -----41
43:00	PROPERTY: REIMBURSEMENT FOR LOSS OR DAMAGE	41
43:01	Limits -----	BOTH -----41
43:02	Valuables Lockup-----	-----41
	(A) Mainstage -----	MAIN -----41
	(B) Touring Company -----	TourCo-----41
43:03	Liability -----	BOTH -----41
43:04	Insurance -----	BOTH -----41
44:00	PERFORMANCES	42
	Preamble-----	-----42
44:01	Number of Performances-----	-----42
	(A) Mainstage -----	MAIN -----42
	(B) Touring Company -----	TourCo-----42
44:02	Span of Day: Two-Performance Day -----	BOTH -----42
44:03	Extra Performances -----	MAIN -----42
	(A) Notice -----	MAIN -----42
	(B) Payment -----	MAIN -----42
	(C) Cancellation -----	MAIN -----42
	(D) Performances on the Artist's Free Day -----	MAIN -----42
44:04	Half-Hour Call -----	BOTH -----42
44:05	Breaks Between Performances-----	-----43
	(A) Requirement -----	BOTH -----43
	(i) Additional Services Provided During the First Half Hour -----	BOTH -----43
	(ii) Additional Services Provided During the Second Half Hour -----	BOTH -----43
44:06	Notice of Changes-----	-----43
	(A) Mainstage -----	MAIN -----43
	(B) Touring Company -----	TourCo-----43
44:07	December 31 -----	BOTH -----43
45:00	TABLE SERVICE DURING PERFORMANCES	43
45:01	Clear Aisles -----	BOTH -----43
45:02	Management Duty -----	BOTH -----43
46:00	PER DIEM AND HOUSING ON TOUR	44
46:01	Per Diem -----	-----44
	(A) Local Touring -----	TourCo-----44
	(B) Run-Out Less than Five Hours -----	TourCo-----44
	(C) Run-Out Five Hours or More -----	TourCo-----44
	(D) Overnight Touring -----	TourCo-----44

Table of Contents

46:02	Accommodations -----	TourCo-----	44
	(A) Clean and Sanitary -----	TourCo-----	44
	(B) Single Occupancy -----	TourCo-----	44
	(C) Interior Doors -----	TourCo-----	44
	(D) Distance to Venue -----	TourCo-----	44
46:03	Self-Obtained Accommodations -----	TourCo-----	45
47:00	TRANSPORTATION		45
47:01	Transportation of Artist by Theatre-----		45
	(A) Theatre's Expense -----	TourCo-----	45
	(B) Use of Personal Vehicle -----	BOTH -----	45
	(C) Modes of Transportation and Routing -----	TourCo-----	45
	(D) Tickets of Cash Equivalent Three Days in Advance --	TourCo-----	45
47:02	Equity Travel Insurance-----		45
	(A) Requirement -----	TourCo-----	45
	(B) Plan -----	TourCo-----	45
	(C) Payment Of-----		46
	(i) Premiums -----	TourCo-----	46
	(ii) Late Payments -----	TourCo-----	46
	(D) Monthly Billing Reminder -----	TourCo-----	46
47:03	Health Insurance -----	TourCo-----	46
47:04	Air Travel -----	TourCo-----	46
	(A) Delay en Route -----	TourCo-----	46
	(B) Excess Luggage -----	TourCo-----	46
	(C) Scheduling -----	TourCo-----	46
47:05	Automobile, Train, and Bus Transportation -----	TourCo-----	46
47:06	Automobile/Company Vehicle Transportation on Tour -----		46
	(A) Travel Call -----	TourCo-----	46
	(B) Delay by Artist -----	TourCo-----	46
	(C) End of Day -----	TourCo-----	47
	(D) Travel After Midnight -----	TourCo-----	47
47:07	Company Vehicle -----	TourCo-----	47
	(A) Number of Seats -----	TourCo-----	47
	(B) Blankets -----	TourCo-----	47
	(C) Safety Devices -----	TourCo-----	47
	(D) Scenery and Luggage -----	TourCo-----	47
	(E) Routing -----	TourCo-----	48
	(F) Van Conduct Policy -----	TourCo-----	48
	(G) Driving Company Vehicle -----	TourCo-----	48
47:08	Coach Train Transportation-----		48
	(A) Calculation of Travel Time -----	TourCo-----	48
47:09	Luggage-----		48
	(A) Hand Luggage -----	TourCo-----	48
	(B) Trunk/Luggage -----	TourCo-----	48
48:00	SICK LEAVE, BEREAVEMENT LEAVE AND PERSONAL DAYS		49
48:01	Sick Leave -----	BOTH -----	49
48:02	Bereavement Leave -----	BOTH -----	49
48:03	Personal Days -----	BOTH -----	49
48:04	Pregnancy & Parental Leave -----	BOTH -----	49
49:00	VACATION		49
49:01	Vacation Allotment -----	MAIN -----	49
49:02	Vacation Allotment -----	TourCo-----	49

Table of Contents

49:03	Notice of Vacation -----	BOTH -----	50
49:04	Stage Management Vacation Pay -----	BOTH -----	50
50:00	MORE REMUNERATIVE ENGAGEMENT		50
50:01	Permitted Absences -----	BOTH -----	50
50:02	Notice to the Theatre -----	BOTH -----	50
	(i) One to Two Days -----		50
	(ii) Three to Four Days -----		50
	(iii) Five or More Days -----		50
50:03	Reasons for Denial -----	MAIN -----	50
50:04	Reduction of Weekly Fee -----	MAIN -----	51
51:00	UNDERSTUDIES		51
51:01	Requirement -----		51
	(A) Mainstage -----	MAIN -----	51
	(B) Touring Company -----	TourCo -----	51
51:02	Rehearsal Conditions -----		51
	(A) Rehearsal Time -----	BOTH -----	51
	(B) Put-In Rehearsals -----	BOTH -----	51
	(C) Learning Fee -----	BOTH -----	51
	(D) Brush Up Rehearsals -----	BOTH -----	51
51:03	Precondition to Perform -----	BOTH -----	51
51:04	Payment -----	TourCo -----	52
51:05	Insurance Premium -----	TourCo -----	52
51:06	Emergency Replacement -----	BOTH -----	52
51:07	Understudy Not Available -----	BOTH -----	52
52:00	CAST CHANGES		52
52:01	Replacement or Understudy -----		52
	(A) Mainstage -----	MAIN -----	52
	(B) Touring Company -----	TourCo -----	52
52:02	Announcement -----	BOTH -----	53
52:03	Breach -----	BOTH -----	53
53:00	INTERVIEWS AND PUBLICITY APPEARANCES		53
	Preamble -----	BOTH -----	53
53:01	Promotional Appearances with Live Performances -----	BOTH -----	53
	(A) Notice -----	BOTH -----	53
	(B) Breaks -----	BOTH -----	53
	(C) Time Limits -----	BOTH -----	54
	(D) Stage Management Requirement -----	BOTH -----	54
	(E) Outside of Point of Origin -----	MAIN -----	54
	(F) In Excess of Limits -----	BOTH -----	54
53:02	Touring Company Appearances -----	TourCo -----	54
53:03	Reimbursement of Expenses -----	BOTH -----	54
54:00	PHOTOGRAPHS AND RECORDINGS – GENERAL PROVISIONS		54
	Preamble -----	BOTH -----	54
54:01	General Provisions -----	BOTH -----	54
54:02	Social Media -----	BOTH -----	55
54:03	Notice of Recording and Declared Use -----		55
	(A) Notice of Calls -----	BOTH -----	55
	(B) Initial Declared Use -----	BOTH -----	55
54:04	Scheduling of Calls -----		55
	(A) Calls for Recordings -----	BOTH -----	55
	(B) Non-Rehearsal Calls for Touring Company -----	TourCo -----	55

Table of Contents

	(C) Calls During a Rest Period -----	BOTH -----	55
	(D) Calls Prior to Engagement Period -----	MAIN -----	56
54:05	Other Conditions-----		56
	(A) Nude Recordings -----	BOTH -----	56
	(B) Alteration of Images or Footage -----	BOTH -----	56
	(C) Copy to Equity -----	BOTH -----	56
	(D) Use of Recorded Material for Promotion of Canadian Theatre -----	BOTH -----	56
54:06	Capture of Material in Rehearsal or Backstage -----		56
	(A) Capture During Rehearsal and Process -----	BOTH -----	56
	(B) Capture Backstage Mainstage -----	MAIN -----	56
	(C) Capture Backstage Touring Company -----	TourCo-----	57
54:07	Use of Recordings by the Artist -----	BOTH -----	57
55:00	PHOTOGRAPHS		57
55:01	Photo Calls -----	BOTH -----	57
	(A) Additional Call -----	MAIN -----	57
	(B) Two-Show Day -----	BOTH -----	57
55:02	Use of Photos in Publicity Material -----	BOTH -----	57
55:03	Identification of Photographs -----	BOTH -----	58
55:04	Use of Production Photographs - Special Provisions -----	BOTH -----	58
	(i) Books and Publications -----		58
	(ii) Academic and Training Institutions-----		58
	(iii) Study Guides-----		58
55:05	Use of Production Photographs for Merchandise-----		58
	(A) Written Authorization -----	BOTH -----	58
	(B) Payment for Use of Image for Merchandise -----	BOTH -----	58
	(C) Payment for Use of Image in "Coffee Table Book" -----	BOTH -----	59
56:00	AUDIO VISUAL RECORDINGS		59
56:01	Declared Use -----	BOTH -----	59
	(A) Reference and Maintenance -----	BOTH -----	59
	(B) Publicity & Promotion for Current Productions -----	BOTH -----	59
	(C) Archival Recording -----	BOTH -----	60
	(D) Other -----	BOTH -----	60
	(E) For Accessibility Needs -----	BOTH -----	60
56:02	Credit and Billing for Audio and/or Visual Recordings -----	BOTH -----	60
56:03	Current Affairs -----	BOTH -----	60
56:04	Stipulations -----	BOTH -----	60
57:00	VISUAL OR AUDIO RECORDINGS – USE IN PRODUCTION		61
57:01	Conditions For -----		61
	(A) Artists' Agreement -----	BOTH -----	61
	(B) Recording Sessions -----	BOTH -----	61
57:02	Artist Leaving a Production -----	BOTH -----	61
	(A) Mainstage -----	MAIN -----	61
	(B) Touring Company -----	TourCo-----	61
57:03	Artist Engaged for Recording -----	MAIN -----	61
58:00	RECORDINGS AND BROADCASTS – COMMERCIAL USE		61
58:01	Scope-----		61
	(A) Preservation -----	BOTH -----	61
	(B) Broadcast -----	BOTH -----	61

Table of Contents

58:02	Recording Rates -----	BOTH -----	62
	(i) Performers -----		62
	(ii) Choreographers & Directors -----		62
	(iii) Stage Management -----		62
58:03	Notification -----	BOTH -----	62
58:04	Additional Rehearsals -----	BOTH -----	62
58:05	Maximum Call -----	BOTH -----	62
58:06	Recording on a Day with No Performance -----	BOTH -----	63
58:07	Two-Show Day -----	BOTH -----	63
58:08	Recording After Production Closed/Artist Leaves Production -----		63
	(A) Original Artist -----	BOTH -----	63
58:09	Artist Dismissed -----	BOTH -----	63
59:00	TERMINATION		63
59:01	Notice Period -----	BOTH -----	63
59:02	Delivery of Notice -----		63
	(A) Written -----	BOTH -----	63
	(B) Methods -----	BOTH -----	63
	(C) Call Board -----	BOTH -----	63
	(D) Timing -----	BOTH -----	63
59:03	Deductions -----	BOTH -----	63
59:04	Termination Before Engagement -----	BOTH -----	64
	(A) Notice By Artist -----		64
	(i) Mainstage -----	MAIN -----	64
	(ii) Touring Company -----	TourCo -----	64
	(B) Notice By Theatre -----		64
	(i) Mainstage -----	MAIN -----	64
	(ii) Touring Company -----	TourCo -----	64
59:05	After Beginning of Engagement -----	BOTH -----	64
59:06	During Process or Rehearsals -----		64
	(A) By Artist -----	MAIN -----	64
	(B) By Theatre -----	MAIN -----	64
	(C) Special Conditions -----	TourCo -----	64
59:07	Termination After Press Opening -----		65
	(A) Notice -----	MAIN -----	65
59:08	Company Termination Before Press Opening -----	MAIN -----	65
59:09	Extension of ESCA Engagement Contract -----		65
	(A) Absence of Option -----	BOTH -----	65
	(B) Written Agreement -----	BOTH -----	65
	(C) Right to Negotiate -----	BOTH -----	65
59:10	Absence due to Accidents Involving Extraordinary Risk -----	BOTH -----	65
59:11	Absence Due to Illness or Accident -----		65
	(A) Termination For -----	BOTH -----	65
	(B) Payment -----	BOTH -----	65
	(C) Replacement -----	BOTH -----	65
59:12	Payment When Artist is Not Allowed to Work Out Notice -----	BOTH -----	65
59:13	Rights After Giving Notice When Artist Secures New Engagement -----	BOTH -----	66
59:14	Return Transportation Costs -----		66
	(A) Termination by Theatre -----	BOTH -----	66
	(B) Termination by Artist -----	BOTH -----	66
59:15	Filing of Notice -----	BOTH -----	66

Table of Contents

59:16	Growth or Physical Appearance -----	BOTH -----	66
59:17	Termination Due to Impairment -----	BOTH -----	66
59:18	Unauthorized Absence -----	BOTH -----	66
60:00	MILITARY SERVICE OR JURY DUTY	BOTH	66
61:00	STAGE MANAGEMENT		67
	Preamble -----	BOTH -----	67
61:01	Equity Stage Management -----	BOTH -----	67
61:02	Script Changes -----	BOTH -----	67
61:03	Contractual Obligations Requiring Stage Manager's Assistance	BOTH -----	67
61:04	Consultation on Selection of Stage Management Personnel	MAIN -----	67
61:05	Stage Management Staffing Formulae -----	BOTH -----	67
	(A) Requirements -----	BOTH -----	67
	(B) Assistant Stage Managers -----	BOTH -----	67
	(C) Apprentice Stage Managers -----	MAIN -----	67
61:06	Pre-Production Preparation -----		67
	(A) Term of Engagement – Mainstage -----	MAIN -----	67
	(B) Term of Engagement – Touring Company -----	TourCo -----	68
	(C) Replacement Stage Management Personnel -----	MAIN -----	68
	(D) Apprentice Stage Managers -----	MAIN -----	68
61:07	Additional Benefits -----	BOTH -----	68
61:08	Apprentice Stage Managers -----	MAIN -----	68
	(A) Registration -----	MAIN -----	68
	(B) Maximum Number -----	MAIN -----	68
	(C) Fee Paid to Apprentice Stage Manager -----	MAIN -----	68
	(D) Hours of Work -----	MAIN -----	68
	(E) Length of Engagement -----	MAIN -----	68
61:09	Prohibited Duties -----	BOTH -----	69
	(A) Fulfilling Duties of Union Members -----	BOTH -----	69
	(B) Fulfilling Duties of Theatre Management -----	BOTH -----	69
	(C) Signing Closing Notices -----	BOTH -----	69
	(D) Building Maintenance -----	BOTH -----	69
	(E) Payroll -----	BOTH -----	69
	(F) Serving Meals -----	BOTH -----	69
61:10	Understudying and Performing -----	BOTH -----	69
61:11	Duties and Responsibilities of Stage Management -----	BOTH -----	69
	(A) Discretion in Organization of Work -----	BOTH -----	69
	(B) Organization of Rehearsals and Performances -----	BOTH -----	70
	(C) Scheduling Rehearsal Calls -----	MAIN -----	70
	(D) Scheduling Set-Ups, Strikes, Load-Ins and Load-Outs	BOTH -----	70
	(E) Co-ordination and Communication -----	BOTH -----	70
	(F) Scene Change Rehearsals and Cueing Sessions -----	BOTH -----	70
	(G) Running Order and Cue Sheets -----	BOTH -----	70
	(H) Maintenance of Artistic and Technical Intentions -----	BOTH -----	70
	(I) Show Reports -----	BOTH -----	70
	(J) Record-Keeping -----	BOTH -----	71
	(K) Health and Safety -----	BOTH -----	71
	(L) Physical Welfare of Company Members -----	BOTH -----	71
	(M) Dressing Area -----	BOTH -----	71
	(N) Backstage Area -----	BOTH -----	71
	(O) Collection of Valuables -----	BOTH -----	71

Table of Contents

61:12	Other Duties -----	BOTH -----	71
	(A) Laundry Duties -----	BOTH -----	71
	(B) Wig Maintenance -----	BOTH -----	71
	(C) Props Repair and Purchasing -----	BOTH -----	72
	(D) Running Props/Purchase and Preparation -----	BOTH -----	72
	(E) Operating and/or Maintaining Pyrotechnics and Practical Guns -----	BOTH -----	72
	(F) Typing Scripts -----	BOTH -----	72
61:13	Lights and Sound Operation -----	BOTH -----	72
61:14	Production Meetings -----	BOTH -----	72
	(A) Outside Rehearsal/Preparation Time -----	MAIN -----	72
	(B) After an On-Stage Rehearsal -----	MAIN -----	72
61:15	Stage Management Working Day -----	BOTH -----	72
61:16	Preparation Time -----	MAIN -----	73
	(i) Rehearsal Only Day -----	MAIN -----	73
	(ii) Performance Only Day (One and Two-Show Days) -----	MAIN -----	73
	(iii) Rehearsal then Performance Day -----	MAIN -----	73
	(iv) Performance then Rehearsal Day -----	MAIN -----	73
61:17	Stage Management Overtime -----		74
	(A) Approval -----	BOTH -----	74
	(B) Reporting -----	BOTH -----	74
	(C) Regular Overtime Rates -----	BOTH -----	74
61:18	Vehicle Use -----	BOTH -----	74
61:19	Stage Management Email Addresses and Use of Personal Computers and Phones -----		75
	(A) Email -----	BOTH -----	75
	(B) Computer Access -----	BOTH -----	75
	(C) Cell Phone -----	BOTH -----	75
61:20	Emergency Replacement -----		75
	(A) Mainstage -----	MAIN -----	75
	(B) Touring Company -----	TourCo -----	75
61:21	Stage Management Understudy Assignment -----	TourCo -----	75
	(A) Payment -----	TourCo -----	75
	(B) Insurance Premium -----	TourCo -----	76
62:00	DIRECTORS AND CHOREOGRAPHERS		76
62:01	Contract Requirements -----		76
	(A) Terms and Conditions -----	BOTH -----	76
	(B) Choreographer Requirement -----	BOTH -----	76
62:02	Completion of Contract -----	MAIN -----	76
62:03	Giving Notes During the Performance Run -----	BOTH -----	76
62:04	Direction or Choreography Altered -----	BOTH -----	76
62:05	Duties of a Director -----		76
	(A) Rehearsals -----	BOTH -----	76
	(B) Meetings and Consultations -----	BOTH -----	76
	(i) Before Signing -----	BOTH -----	77
	(ii) After Signing -----	BOTH -----	77
	(iii) After Opening -----	MAIN -----	77
	(C) Promotion of Production -----	BOTH -----	77

Table of Contents

62:06	Duties of a Choreographer -----	77
	(A) Rehearsals ----- BOTH -----	77
	(B) Meetings and Consultations ----- BOTH -----	77
	(C) Promotion of Production ----- BOTH -----	77
62:07	Royalties -----	78
	(A) Requirement For Royalty - Mainstage ----- MAIN -----	78
	(B) Amount of Royalty ----- MAIN -----	78
	(C) Deductions ----- MAIN -----	78
	(D) Choreographers ----- MAIN -----	78
62:08	Custom of the Trade -----	BOTH ----- 78
62:09	Multiple Assignments -----	78
	(A) Stage Managing ----- BOTH -----	78
	(B) Choreographing ----- BOTH -----	78
62:10	Assistant Directors and Assistant Choreographers -----	78
	(A) Requirement for Engagement Contract ----- MAIN -----	78
	(B) Emergency Replacement of Director or Choreographer -----	MAIN ----- 78
62:11	Training and Professional Development -----	MAIN ----- 79
63:00	FIGHT DIRECTORS	79
63:01	Mainstage -----	MAIN ----- 79
63:02	Touring Company -----	TourCo----- 79
64:00	INTIMACY DIRECTORS	BOTH 79
65:00	TERM OF AGREEMENT	BOTH 79

PREAMBLE

- (A) **Agreement** **BOTH**
The Equity Second City Agreement (hereinafter called "ESCA") is made between Canadian Actors' Equity Association (hereinafter called "Equity") and The Second City Canada, Inc. (hereinafter called the "Theatre").
- (B) **Purpose** **BOTH**
The general purpose of this Agreement is to secure for the members of Equity who are independent contractors, the full benefits of orderly collective bargaining (including but not limited to hours of work, minimum fees and working conditions) and the administration of matters within the purview of this Agreement.
- (C) **Equity** **BOTH**
Equity is the professional association of Performers, Directors, Choreographers, Fight Directors, and Stage Managers in English Canada who are engaged in live performance in theatre, opera and dance.
Recognizing that the arts are vital to life and artists make an invaluable contribution to our society, the Association supports the creative efforts of its members by seeking to improve their working conditions and opportunities.
The business of Equity is to negotiate and administer collective agreements, provide benefit plans, information and support, and act as an advocate for its membership. Equity strives for fairness, integrity and compassion in all its endeavours.
- (D) **Second City** **BOTH**
The Second City Canada, Inc. operates a sketch and improv comedy theatre, located in Toronto, Ontario. The Second City Artists create original works for the Resident Stages, tour archive materials, and present theatrical offerings in Toronto and beyond.
- (E) **Application of Clauses** **BOTH**
For the purposes of this Agreement, clauses denoted "Main" shall apply to the Mainstage Company, clauses denoted "TourCo" shall apply to the Touring Company and clauses denoted "BOTH" shall apply to both the Mainstage Company and the Touring Company.
- (F) **Paragraph Headings** **BOTH**
The paragraph headings used herein are inserted for convenience only and are not part of the ESCA.

1:00 RECOGNITION OF EQUITY AND THE APPLICATION OF AGREEMENT **BOTH**
The Second City Theatre, Inc. Toronto agrees to recognize Canadian Actors' Equity Association as the exclusive bargaining representative of the Artists (Performers, Directors, Choreographers, Fight Directors, Intimacy Directors, Stage Managers, and Assistant Stage Managers) engaged by it for the purpose of collective bargaining and the administration of matters within the scope of this Agreement.

2:00 THEATRICALS **BOTH**
When the Theatre wishes to engage in the mounting of Theatricals as defined in Clause 8:35, the Theatre shall adhere to and follow all terms and conditions of the Independent Theatre Agreement specifically for such a production.

3:00 ARTIST'S OBLIGATIONS TO EQUITY **BOTH**
Nothing contained in any engagement contract signed by an Artist shall interfere with the carrying out of any obligation which an Artist owes to Equity by virtue of the Artist's signing the contract. The Theatre shall not request or require any Artist to do any act or thing forbidden by the Constitution and Bylaws of Equity or by the rules or regulations of the Council of Equity, of its authorized representatives. The Theatre will require the Artist to do and/or assent to the Artist doing any and all acts required by the foregoing.

3:01	Equity Members in Good Standing	BOTH
	As a condition of engagement, an Equity member shall be a member in good standing during the entire term of their engagement. The Equity member has authorized Equity to act on their behalf with reference to the specific matters set out in the ESCA. Up to fourteen (14) days prior to the intended start date of an ESCA Engagement Contract, the Theatre may inquire in writing, as to the status of an Artist's membership directly from Equity. Upon confirmation from Equity that a member is in good standing, for the purposes and duration of the ESCA Engagement Contract, the member shall be deemed to be in good standing. Should the member fall into arrears between confirmation from Equity and the end of the ESCA Engagement Contract, it is the member's sole responsibility to rectify the situation directly with Equity. At the time of the Theatre's inquiry, should the member be found to be not in good standing, or should Equity be unable to confirm that a member is in good standing, the Theatre may withdraw any contract offer without recourse by the member or Equity.	
3:02	Equity Constitution and Bylaws	BOTH
	If the Constitution, Bylaws, rules and regulations of Equity as they now exist or as they may hereafter be amended, are in conflict with the fulfilment of the provisions of the ESCA, then the provisions of the ESCA shall prevail.	
3:03	Discipline of Members	BOTH
	Notwithstanding the above, nothing herein contained shall be deemed to limit the right of Equity to suspend, expel or otherwise discipline any member or refuse to admit any non-member pursuant to the Constitution, Bylaws, rules and regulations of Equity.	
4:00	BINDING EFFECT OF AGREEMENT	BOTH
	Agreements between the Theatre and so-called "packagers", casting consultants, agents, Theatre's representatives, or Artist's representatives shall in no way limit or reduce the Theatre's liability or responsibility to fulfil all terms and conditions of the ESCA Engagement Contracts to which the Theatre is a signatory. All ESCA Engagement Contracts signed pursuant to this Equity Second City Agreement are binding not only upon the signers on the face thereof, but upon any and all corporations, co-partnerships, enterprises, and/or groups, which either signer directs, controls or is interested in, and are hereby agreed to be adopted as their contract by each of them.	
5:00	LAWS GOVERNING	
5:01	Provincial Jurisdiction	BOTH
	Except as provided hereinafter, the ESCA shall be subject to and construed by the laws of the province of Ontario.	
5:02	Statutory Conflicts	BOTH
	If the provisions of any statute applicable to the contract of engagement are in conflict with the contract, then the contract of engagement shall be deemed to be modified so as to comply with the statute.	
5:03	Canadian Statutes	BOTH
	Any clauses contained herein illegal in Canada, or any province, territory or municipality thereof shall not be binding therein. Any illegality in any clause of the ESCA shall not affect any other clause of the ESCA.	
5:04	Provisions Affected	BOTH
	If any provision of the ESCA shall be held invalid or unlawful by any tribunal of competent jurisdiction, the remaining provisions shall not be affected thereby, but shall remain severally valid, binding and in full force and effect.	

6:00	PRODUCTION PROSECUTED	BOTH
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Should the production in which the Artist is engaged be complained of as being in violation of any statute, ordinance, or law of Canada, or any province or any municipality in any province, and should a claim or charge be made against the Artist on account of being engaged in such production, either civil or criminal, the Theatre shall defend the Artist at the Theatre's own expense, or shall pay any and all reasonable charges laid out or incurred by the Artist in the Theatre's defense, and indemnify the Artist against any loss or damage which the Artist may suffer on account of being engaged in any such production.

It is specifically agreed and understood between the Artist and the Theatre that the language, business, and costuming of the play are under the control and direction of the Theatre and author who, according to custom, can at any time delete or amend the scenes and lines, and that consequently the Artist has no certain method of knowing during rehearsals, whether in its final presentation the production is susceptible of being considered immoral or indecent. Therefore, the Theatre expresses to the Artist that the production as produced shall not violate any law or give offense which is punishable by any law, and expressly agrees that should the Theatre or the author be arrested or summoned on such charges, that (Equity consenting) the Artist may end and terminate the engagement forthwith. Upon such termination, the Theatre shall pay to the Artist forthwith all sums due under the ESCA plus one week's fee, as compensation for the termination of the engagement without notice, but in no event shall the Artist receive less than a total of two weeks' fees.

This Clause shall not apply to any case or any set of conditions where its enforcement would be illegal or against public policy. In the case of an arrest on account of the nature of the production, the Theatre shall forthwith furnish bail for the Artist and, in the event of the Theatre's failure to do so or for any breach of this Clause, the Theatre shall pay to the Artist (Equity consenting) the sum of one thousand dollars (\$1,000.00). After an arrest, the Artist may demand a suspension of performance pending a determination, and such suspension shall not terminate or otherwise affect the terms of the ESCA unless Equity shall otherwise order.

7:00	EQUITY SPECIAL PROVISIONS	
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7:01	Membership Meetings - Privilege of Artists to Attend	BOTH
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Provided that Equity shall have given the Theatre two (2) weeks' notice in writing, the Theatre shall not require the services of the Artist for rehearsals (except in cases of rehearsals on an opening date or on the seven (7) consecutive day rehearsal period after opening) at any time when a regularly called meeting of Equity is being held within a reasonable distance of the city where the Artist is being engaged. Time off for this purpose shall not be counted as part of that day's rehearsal period. Such time off shall only be made up during the seven (7) days preceding and/or following the meeting, but not more than two (2) extra hours per day.

7:02	Special Power to Act for Artist	
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	(A) Authority	BOTH
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Whenever it is provided in the ESCA or in any ESCA Engagement Contract that something may be done by an Artist:

- (i) at the option of, or with the consent of, or at the request of Equity;
- (ii) on the demand of, or with the consent of such Artist, then:

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

	(B) Consent	BOTH
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In all cases where the consent or approval by Equity is required to modify or limit the rights of any of its members said action will be taken on behalf of Equity in writing by the Executive Director or an authorized delegate only. Such consent or approval will be at Equity's sole discretion.

(C) Representation **BOTH**
Equity may represent Artists in any dispute which may arise with the Theatre, and Equity may, at all times, represent its Artists in relation to any matter arising out of the ESCA or any ESCA Engagement Contract. When any act or request or consent of any such Artist is provided for in such contract, the request, consent, or approval of Equity shall, for all purposes, be deemed the consent, request, approval or act of the Artist.

7:03 Company Meetings

(A) Secret Ballot **BOTH**
At all meetings of the Equity company called by the Liaison, voting shall be by secret ballot.

(B) Attendance **BOTH**
Attendance at meetings of the Equity company shall be restricted to the Artists contracted for that production.

8:00 DEFINITIONS

The following terms, wherever used in the ESCA unless otherwise provided shall be defined as follows:

8:01 Apprentice Stage Manager **BOTH**
An "Apprentice Stage Manager" is a person who intends to make a career in the professional theatre as a Stage Manager, and who is not a member of any professional performing artists' association or union.

8:02 Artist **BOTH**
The term "Artist" shall refer to and include all persons who are engaged by the Theatre under ESCA Engagement Contracts including: Performers; Stage Managers; Directors; Choreographers; Intimacy Directors and Fight Directors.

8:03 Callback Audition **BOTH**
A "Callback Audition" shall be any audition that occurs following the initial audition of the Artist for the Theatre.

8:04 Choreographer **BOTH**
A "Choreographer" is an Artist engaged for the purpose of devising and setting recognizable and accepted techniques of dance and repeated specialized movement in a play or musical.

8:05 Contractual Fee **BOTH**
The "Contractual Fee" comprises the fee negotiated between the Artist and Theatre for an engagement (which shall not be less than the applicable minimum fee) specified on the face of the contract and all benefits arising from the ESCA, as well as Additional Duty Fees and any other amounts so defined.

8:06 Creative Compensation **BOTH**
"Creative Compensation" is a separate lump sum paid to the Performer to compensate the Performer for creating new material for a Revue or TourCo Production and shall be subject to standard deductions.

8:07 Company **BOTH**
The term "Company" shall refer to the group of Artists engaged for one Revue or Production.

8:08 Cover **BOTH**
"Cover" shall mean to understudy.

8:09 Director **BOTH**
A "Director" is an Artist who has been engaged by the Theatre to oversee the mounting of a production (or activity) by unifying the various aspects of the production.

8:10	Emergency Rehearsal An "emergency rehearsal" shall mean a rehearsal necessitated by the inability of an Artist to perform their full duties due to sickness or injury or other cause when the Theatre did not have adequate prior knowledge of the emergency in order to schedule a regular replacement rehearsal.	BOTH
8:11	Engagement Week An "engagement week" shall be defined as being from Monday through Sunday inclusive.	BOTH
8:12	Fight Director A "Fight Director" is the person engaged for the purpose of choreographing a fight sequence(s) in a production. A Fight Director must have valid certification at the time of contracting for the production.	BOTH
8:13	Filing Fee A "filing fee" is a deduction made from a Non-Member equal to deductions made from a member plus an amount for the weekly insurance premium. This amount may increase as directed by Equity.	BOTH
8:14	Free Day A "free day" shall mean a period of time during which the Artist shall not be required to travel or perform any services or obligations for the Theatre whatsoever.	BOTH
8:15	Half-Hour Call A "Half-hour Call" is a thirty (30) minute period of time immediately prior to the beginning of the performance to be used solely for the Performer to prepare for the performance.	BOTH
8:16	Harassment "Harassment" is engaging in a course of vexatious comment or conduct against a person in a workplace that is known, or ought reasonably to be known, to be unwelcome or offensive.	BOTH
8:17	Intimacy "Intimacy" may include but is not limited to: prolonged kissing, heavy petting, implied genital contact, acts of a sexual nature, instances or direction where an Artist feels that additional consideration is required and may also be an element in certain scenes of violence.	BOTH
8:18	Intimacy Director An "Intimacy Director" is a person with demonstrated training and experience in intimacy direction who is engaged for the purpose of choreographing a scene(s) and/or moment(s) of intimacy in a production.	BOTH
8:19	Living Allowance A "living allowance" is an amount paid by the Theatre to assist an Artist with expenses incurred when an Artist temporarily relocates to the Theatre's Point of Origin for a contract.	MAIN
8:20	Original Artist An "Original Artist" is a member of the Company who wrote and created a Revue for the Mainstage and who was in the Company on the day of the Press Opening of a Revue.	MAIN
8:21	Out-of-Town Artist An "Out-of-Town Artist" is an Artist whose regular Place of Residence is not Toronto, Ontario, Canada.	BOTH
8:22	Performance Day A "performance day" shall be a day on which at least one (1) performance is given.	BOTH
8:23	Performer "Performer" shall refer to an Artist who participates in the presentation of movement and/or dialogue onstage during a Revue or Production.	BOTH

8:24	Place of Residence The term "place of residence" shall mean the Artist's home or usual place of residence which shall be stipulated on the Artist's ESCA Engagement Contract.	BOTH
8:25	Point of Origin A Theatre's "point of origin" shall be defined as Toronto, Ontario, Canada.	BOTH
8:26	Press Opening The "Press Opening" of a production shall be assigned by the Theatre and shall be the performance that marks the end of Process on a Revue.	MAIN
8:27	Process "Process" is the rehearsal period during which a new Revue or Production, containing original material, is being created by the Company and the Artists are receiving Creative Compensation.	BOTH
8:28	Production The sketches and/or improvised set performed by the Touring Company shall be deemed to be a "Production".	TourCo
8:29	Recording A "recording" is the preservation of the audio and/or visual aspects of a Revue or Production in whole or in part through the use of any and all devices now in existence and yet to be developed.	BOTH
8:30	Rehearsals The term "rehearsal" shall include, but not be limited to, such related activities as Process, giving notes, blocking, music and dance rehearsals, the staging of concerted movements, and shall be regarded as rehearsal time.	BOTH
8:31	Revue A "Revue" shall be any production mounted on the Mainstage at the Theatre.	MAIN
8:32	Role The term "Role" shall mean the part or parts a Performer plays in a performance, or the "track" that an Artist follows in performance.	BOTH
8:33	Stage Manager "Stage Managers" shall work under the direction of the Director and be responsible for duties as outlined in Article 61:00.	BOTH
8:34	Theatre The term "Theatre" shall mean The Second City Canada, Inc.	BOTH
8:35	Theatricals A "Theatrical" shall be any Revue or Production that occurs away from the Theatre's regular place of performance other than a TourCo Production.	BOTH
8:36	Touring An Artist shall be "Touring" when they are rehearsing and/or performing for the Theatre outside of the Theatre's regular place of performance.	TourCo
8:37	Track A "Track" encompasses the entire performance responsibilities of the Artist including but not limited to named Roles, backstage traffic, transitions, scene changes and set or prop movement.	BOTH

8:38	Underrepresented Groups	BOTH
	“Underrepresented Groups” denotes identities and/or communities underrepresented in the theatre ecology, or significant subsectors within it. This term may include but is not limited to Indigenous, Black, People of Colour; D/deaf and/or Disabled, Gender, LGBTQ2S+, Neurodiverse, and other intersections of identities. It is acknowledged that terminology is continually evolving and that other terms may be in use or familiar (for example: BIPOC, ethnic or visible minority, equity-priority, global majority, Mad, marginalized, oppressed, racialized, underserved, etc.). It is further acknowledged that identities are not always visible and that these groups are not mutually exclusive; the intersectional nature of social identity means individuals may identify as belonging to more than one group, resulting in layers of discrimination or oppression. Underrepresented Groups is an umbrella term intended to be broadly interpreted for a diverse spectrum of peoples who have experienced varying degrees of disadvantage and barriers to full and equitable participation in the industry.	

9:00 RESPECT, HARASSMENT AND DISCRIMINATION

Preamble		BOTH
	The Second City Canada, Inc. (Theatre) and Canadian Actors' Equity Association (Equity) are committed to the pursuit of respectful workspaces. Everyone in the workplace is expected to be respectful in their conduct at all times. The Theatre and Equity support those who have experienced or witnessed toxic behaviours and as such have adopted the Not in OUR Space! Program. Therefore, the Theatre agrees to participate in the joint anti-harassment campaign “Not in OUR Space! as outlined below.	
9:01	Not In OUR Space! Program	BOTH
	Participation in Not in OUR Space! requires the Theatre to make available “Not In OUR Space!” materials in all of their rehearsal spaces and any performance spaces they own or use, for the duration of the production. This includes, but is not limited to Equity’s Respectful Workplace Policy. Further, the Theatre shall have and shall make available in an easily accessible place, their own processes and procedures for filing a complaint and this information shall be communicated to all Artists no later than the first day of their engagement. A representative from the Theatre and a representative from Equity shall present the “Respectful Workplace Statement” at the beginning of the first day of rehearsals when a new process begins.	
9:02	Harassment	BOTH
	“Harassment” is engaging in a course of vexatious comment or conduct against a person in a workplace that is known, or ought reasonably to be known, to be unwelcome or offensive. Harassment is prohibited on the grounds as defined by legislation in the jurisdiction in which the Theatre is located. However, harassment is generally understood to be: Sexual Harassment: Engaging in a course of vexatious comment or conduct because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome or making a sexual solicitation or advance where the person making the advance is in a position to confer, grant or deny a benefit or advancement and that person knows or ought reasonably to know that the solicitation or advance is unwelcome. Harassment: Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. For the purpose of this policy, harassment includes comment or conduct initiated by one person towards another, which causes humiliation, offence or embarrassment, or which has the purpose or effect of unreasonably interfering with the person’s work and/or creating an intimidating, humiliating, hostile or offensive environment. Ordinarily, repeated comment or conduct is required to demonstrate harassment, however single acts of sufficient severity may also constitute harassment.	

Bullying is a distinct form of personal harassment and may include, but is not restricted to, some of the following: loud, abusive behaviour, unjustified criticism, shunning behaviours (including withholding information, ganging up, and deliberate isolation from colleagues or exclusion from joint activities), and repeated delegation of demeaning tasks.

9:03 Reporting Harassment and Resolution Process **BOTH**
The Theatre and Equity acknowledge that there are a number of possible methods by which a complaint of harassment or discrimination can be made including:

- (i) directly addressing the alleged harasser and advising that the behaviour is unwelcome and must cease;
- (ii) the complaint policy set out in the Theatre's policy; or
- (iii) the complaint process provided for in Equity's policies.

The parties agree that a complaint made to the Theatre is to be investigated. Equity agrees that it shall advise the Theatre of any complaint made to Equity that involves a member of management. Equity and the Theatre agree that it is the responsibility of the Theatre to conduct an investigation into any complaint made to the Theatre or a complaint made that involves a member of management.

The Theatre and Equity support the principles of human rights legislation including the principle that a complainant cannot be subject to a reprisal for the filing of a good faith complaint.

The Theatre and Equity agree that an investigation should be conducted in a confidential manner.

9:04 Requirement to Report **BOTH**
If a complaint is brought forward by an Equity member at the specific request of a non-member, or if a complaint is made against an Equity member, the Theatre shall immediately advise Equity that an investigation is under way. Upon written consent of the Equity member, the Theatre shall share with Equity a summary report of the actions and findings.

9:05 Relief of Termination Payment **BOTH**
When the results of an appropriately conducted investigation have determined that harassment has taken place and the Theatre wishes to terminate the Artist's ESCA Engagement Contract, the Theatre may request relief from the provisions of Article 59:00, Termination, in order to terminate the contract without further remuneration. Equity may grant such relief, provided it is satisfied that such termination of the Artist's ESCA Engagement Contract is the appropriate resolution.

9:06 Dispute Between Equity and the Theatre **BOTH**
If the Theatre and Equity are in dispute with respect to any matter arising from the application of this Article, either party may refer the dispute to the dispute resolution procedures 12:00.

9:07 Discrimination
(A) Discrimination Prohibition **BOTH**
There shall be no discrimination against any Artist or applicant for a role or position on the basis of any grounds protected by the Ontario **Human Rights Code** including but not limited to race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status or disability. Any breach of this Clause by the parties to the ESCA may be submitted to the appropriate human rights authority.

(B) Termination Due to Discrimination is Prohibited **BOTH**
When it is alleged that an Artist's engagement has been terminated due to discrimination as described above, the matter may be submitted to the dispute resolution provisions of Article 12:00.

- (C) **Artist Not Required to Render Services** **BOTH**
 An Artist shall not be required to render any services to the Theatre in any theatre or any place where it has been determined that discrimination as described in this Article is practised against any person. Where there is a dispute as to whether such discrimination has taken place, the Artist will continue to render their services until final determination has been made under the provisions of Article 12:00.
- (D) **Discrimination Due to Pregnancy or Parental Status** **BOTH**
 An Artist's pregnancy or parental status shall not prevent the Artist from enjoying full and equal audition and engagement opportunities. Under no circumstances shall an Artist's pregnancy be considered grounds for termination.
- (E) **Discrimination for Association Activity** **BOTH**
- (i) **Prohibition of Discrimination**
 The Theatre shall not dismiss or otherwise penalize any Equity member for fulfilling their duties or obligations as a Liaison, elected officer, or member of Equity.
- (ii) **Claims**
 Any Equity member who claims that the Theatre has given them notice or otherwise penalized them for fulfilling their duties as an Equity member, may present their case to the Executive Director of Equity who shall give the Theatre the opportunity to be heard. If the Executive Director of Equity is satisfied that such activities are the real cause of dismissal or of any penalty, it shall have the power to determine the character and the amount of a penalty to be assessed against the Theatre. Should the Theatre disagree with the Executive Director's decision or with the assessed penalty, it may appeal through arbitration according to the further provisions of Article 12:00.

10:00 **BREACHES**

10:01 **By the Theatre**

- (A) **Conditions** **BOTH**
 Should Equity and/or any Artist claim that the Theatre:
- (i) has breached the ESCA; or
 - (ii) has breached any ESCA Engagement Contract; or
 - (iii) has made any false statement in connection with any engagement agreement or standard ESCA Engagement Contract form tendered to the Artist; or
 - (iv) has engaged any Artist for duties which fall within the scope of the ESCA under any form of contract other than a standard form; or
 - (v) is in default under any ESCA Engagement Contract, or is in breach of any such ESCA Engagement Contract; or
 - (vi) has knowingly engaged or continued to engage subsequent to notice by Equity any Equity member who is not a fully paid-up member in good standing of Equity; or
 - (vii) has failed to give or deposit security at the time and in the form and amount required by the ESCA; then:
- (B) **Procedure** **BOTH**
 Equity will, within thirty (30) days of a breach occurring, or within thirty (30) days in which Equity ought reasonably to have known of the breach, but in any event no later than ninety (90) days of the occurrence, provide the Theatre with full details of the complaint in writing. Upon final determination that such breach has occurred, the Artist may with the consent of Equity terminate their engagement immediately.

- (C) **Payment** **BOTH**
In addition, the Theatre agrees that it will pay the Artist forthwith in full for all services rendered by the Artist not already paid for, plus any other sum to which the Artist may be entitled by the ESCA or their ESCA Engagement Contract.
- (D) **Punitive Damages**
- (i) **Mainstage** **MAIN**
Should Equity claim punitive damages for a Mainstage Artist, Equity will use the standards of the ESCA and penalty payments for similar infractions in determining the amount of punitive damages. In no case may the damages exceed two (2) weeks' contractual fees.
- (ii) **Touring Company** **TourCo**
Should Equity claim punitive damages for a TourCo Artist, Equity will use the standards of the ESCA and penalty payments for similar infractions in determining the amount of punitive damages. In no case may the damages exceed two (2) weeks' minimum weekly contractual fees for the Mainstage.
- (E) **No Waiver of Rights** **BOTH**
Should any breach be claimed, neither the giving of any performance by the Artist nor any omission of any act by the Artist or Equity shall be or act as a waiver of any of the rights of either the Artist or Equity.
Should it finally be determined that a breach has occurred, Equity is hereby given authority without prejudice, and without penalty to itself, to intervene and require the Artist to provide service or refrain from providing service and not to take advantage of any such breach, said requirements to be made by Equity under such terms and conditions as it may in its sole discretion consider just and equitable.
- (F) **Without Prejudice** **BOTH**
All of the foregoing is without prejudice to any other or any further rights given to the Artist or Equity by the ESCA or the Artist's ESCA Engagement Contract.

10:02 By the Artist

- (A) **Absences** **BOTH**
If the Theatre alleges an Artist has breached the ESCA Engagement Contract during the engagement period due to any of the following, and that the Artist does not provide a reasonable explanation, such as illness or injury, the Theatre may impose the following penalties, upon written notification to the Artist (copied to Equity).
- (i) for each rehearsal call missed, an amount equivalent to the sum of the applicable rate stipulated for overtime per hour of the missed call, to a maximum of one-sixth (1/6) of the contractual fee; and/or
- (ii) leaving town without permission or each performance missed, one-sixth (1/6) of the contractual fee (this permission will not be unreasonably withheld); and/or
- (iii) where the Artist has received a prior written warning regarding late arrival to a call:

2026-2028			
	2026	2027	2028
Per Infraction	\$32.05	\$33.65	\$34.99

- (B) **Equity's Right to Dispute** **BOTH**
Notwithstanding the foregoing, Equity has the right to dispute the alleged breach and the Theatre agrees to reimburse the Artist should the dispute be settled in the Artist's favour. If the dispute can be settled prior to the termination of the Artist's contract, no deduction shall take place until a determination is reached.

(C)	Penalties for Other Claims	BOTH
	Furthermore, should a Theatre claim that an Artist:	
	(i)	has breached the ESCA in any other way;
	(ii)	is in breach of any part of their ESCA Engagement Contract; or
	(iii)	has made any false statement in connection with any engagement agreement, the Theatre will, within thirty (30) days of a breach occurring, or within thirty (30) days in which the Theatre ought reasonably to have known of the breach, but in any event no later than ninety (90) days of the occurrence, provide Equity with full details of the complaint in writing, after which Equity's hearing procedures, as outlined in Equity's Constitution and Bylaws, will be followed. If the matter is not resolved to the satisfaction of the Theatre, including appropriate compensation, the Theatre shall have recourse to the dispute resolution procedures of the ESCA, Article 12:00.

11:00 CLAIMS

11:01	Waiver or Release Not Permissible	BOTH
	With regard to any claim by the Artist arising from any alleged breach of the ESCA or any individual ESCA Engagement Contract, no receipt, waiver, release or adjustment by the Artist is of any validity whatsoever, unless Equity consents in writing. The Theatre, by agreeing to this Clause, agrees that it will not seek or solicit any such waiver, release or statement, nor offer the same in an arbitration or any proceeding in court, unless Equity specifically consents in writing. In no case shall claims of Artists under ESCA Engagement Contracts be handled or enforced by agents or attorneys of Artists unless same are consented to by Equity in writing.	
11:02	Time Limit in Lodging Claims	BOTH
	Should the Artist deem that they have any claim against the Theatre under their contract, the Artist shall present the same in writing to the Theatre, or to Equity within four (4) weeks after the time when such claim shall have arisen unless they shall give to Equity or to the arbitrator, or to either of them a good and sufficient reason for such delay after such period of four (4) weeks.	

12:00 DISPUTE RESOLUTION

	Preamble	BOTH
	The parties hereto agree to adhere to and be bound by the following. Except as provided hereinafter, this Article shall be subject to and construed by the laws of the province in which the Theatre has its point of origin.	
12:01	Disagreement over Interpretation	BOTH
	Where the Theatre and Equity are in disagreement over the interpretation and application of this Agreement, then Equity's interpretation shall prevail. However, either of the parties may request within five (5) business days a meeting to discuss this disagreement. Both parties shall meet within fourteen (14) days of the request being received, or on a mutually agreed date. At such meeting, either party may have who they wish in attendance, provided that each party is represented by an equal number, such number to be mutually agreed upon between the parties. At such meeting, both parties shall endeavour to settle the disagreement amicably. Following this, if the matter is not resolved to the satisfaction of either party, then the matter may be referred to arbitration.	
12:02	Equity to Act for Members	BOTH
	Equity shall represent and act in the place of the members of Equity in these arbitration proceedings.	
12:03	Demand	BOTH
	A demand for arbitration shall be given by the party demanding arbitration to the other party by sending notice in writing by registered mail, return receipt requested to the other party at their last known business or residence address.	

12:04	Notice The notice of demand for arbitration shall set out the matter in dispute and the relief claimed.	BOTH
12:05	Appointment of Arbitrator The parties shall agree on an arbitrator as soon as possible after the sending of the demand for arbitration and if no agreement on the appointment of an arbitrator can be reached, then they, or either of them, shall request the Minister of Labour of the province in which the arbitration is to take place to appoint an arbitrator.	BOTH
12:06	Hearings The arbitrator shall appoint a date and time for a hearing of the matter in dispute and both parties may appear and may call witnesses and may give such evidence as they deem just and proper.	BOTH
12:07	Binding Nature of Arbitration The parties to this Agreement agree to be bound by and to comply forthwith with the findings, rulings and time limits set forth by the appointed arbitrator.	BOTH
12:08	No Recourse to Court of Law The parties to this Agreement agree that no recourse shall be had to a court of law by either party unless and until the other party has failed to comply with these arbitration procedures.	BOTH
12:09	No Modification of Agreement Nothing herein contained shall be deemed to give the arbitrator the authority, power or right to alter, amend, change, modify, add to, or subtract from, any of the provisions of this Agreement.	BOTH
12:10	Theatre's Failure Where the Theatre fails to comply with these arbitration procedures Equity may declare that the Theatre has committed a breach of this Agreement and Equity may: (i) allow no Equity member to be engaged or to continue to be engaged by the Theatre; and/or (ii) require the Theatre to pay forthwith all Equity members withdrawing from their engagement: (a) all monies accrued and owing to the member; and (b) for liquidated damages, an amount equal to all monies that would be payable to the member if the terms of the Agreement were completed, provided that no amount for liquidated damages is less than an amount equal to two (2) weeks' fees; and or (c) deduct forthwith from any security posted by the Theatre the monies payable under Clause 20:05.	BOTH
12:11	Artist's Failure to Comply Where the member of Equity fails to comply with these arbitration procedures then Equity may discipline the member in accordance with the disciplinary procedures set out in Equity's Constitution and Bylaws.	BOTH
12:12	Expenses The arbitrator's compensation and expenses shall be borne equally by the parties.	BOTH
13:00	AUDITIONS	
Preamble	For the purpose of this Article, an audition may constitute readings from a given text, presentation of prepared pieces, improvisations and callbacks. The Theatre shall declare its inclusive casting and engagement policy including detailed information about the accessibility of the audition, rehearsal and performance venues in casting notices and breakdowns. Unless otherwise provided for in the Agreement, the provisions in this Article shall apply to all auditions.	BOTH

- 13:01 Notice of Auditions to Equity BOTH**
The Theatre will make every effort to notify Equity at least six (6) weeks in advance of all announced general auditions.
- 13:02 Audition Submission Prohibition BOTH**
The Theatre shall not require a Performer to disclose their age or weight on an audition submission.
- 13:03 Annual Auditions BOTH**
The Theatre shall, at least once per year, hold general auditions in one (1) major centre in Canada (e.g. Halifax, Montreal, Ottawa, Toronto, Winnipeg, Regina, Saskatoon, Calgary, Edmonton, Vancouver). Additionally, if the Theatre produces more than two (2) Mainstage Revues in a year, the Theatre will schedule a minimum of two (2) days of auditions for Equity members in the Theatre's point of origin at least once per year. It is not necessary for the two (2) days to be consecutive, and the Theatre may schedule these days at their convenience. These auditions will be general in nature in order to review available talent.
- 13:04 Priority Scheduling BOTH**
Auditions must be held for Equity members in advance of auditions held for non-Equity performers. In major city centres where a Theatre is conducting more than one (1) day of open calls, only Equity members may be seen on the first day. In the event this is not possible, the Theatre shall notate the reason for the alternative schedule on the sign-in sheet.
- 13:05 Attendance and Suitable Space BOTH**
No Performer shall be auditioned unless there are at least two (2) people representing a Theatre in the place where the auditions take place. Additionally, a performer shall not be auditioned in any place, such as a hotel room, that is not an accepted place of business.
This Clause shall not preclude one-on-one meetings or interviews from taking place in a public space.
- 13:06 Audition Spaces BOTH**
Whenever auditions and/or interviews are held the Theatre agrees to provide audition rooms, change rooms and waiting rooms which are properly lit, ventilated, cooled during hot weather to not more than thirty degrees Celsius (30°C), or heated during inclement or cold weather to at least twenty degrees Celsius (20°C). Best efforts shall be made to ensure that the space is scent- and allergen-free.
- 13:07 Audition Spaces Accessibility for Performer with an Accessibility Need BOTH**
Accommodations for Artists with accessibility needs is a shared responsibility. Artists with accessibility needs are encouraged to disclose what accommodations they require to the Theatre. In turn, the Theatre will actively solicit requests for accommodations and make all reasonable accommodations to facilitate access for those with accessibility needs, which may include providing interpreters, accessible facilities, and advance access to audition materials.
- 13:08 Audition Venue Inspection BOTH**
Where Equity receives a complaint regarding an audition venue, Equity shall be given the opportunity to inspect the venue. If deemed unsuitable, an alternative suitable venue shall be found at the expense of the Theatre.
- 13:09 Scheduling of Auditions BOTH**
Wherever possible, the Theatre will make provision for evening auditions as part of its audition schedule in order to provide an opportunity for those performers who are working during the day.
- 13:10 Group Auditions BOTH**
Performers shall be called to audition at specific times and may be called in groups as necessary for improvisation or callbacks.

- 13:11 Requirement for Performers to Sign-in BOTH**
 When the Theatre is auditioning more than six (6) performers in a single day, each performer shall be required to sign in on a sheet to be provided to the Theatre by Equity.
 The Theatre shall provide a copy of the completed sign-in sheet(s) to Equity within fourteen (14) calendar days after the audition.
- 13:12 Casting Authority Present BOTH**
 The Director or an appropriate representative of the Theatre with casting authority must be present at all auditions.
- 13:13 Assignment of Casting Prohibited BOTH**
 The assignment of casting for a production exclusively to a single casting agent or talent representative is strictly prohibited. Agent packaging of Artists shall not be permissible.
- 13:14 Maximum Number of Calls BOTH**
 Auditions shall be limited to two (2) calls of a maximum of three (3) hours per performer for each production, inclusive of Callback Auditions. For each audition call in excess of two (2), a performer shall be compensated at the rate of one-eighth (1/8) of the minimum weekly fee of the Mainstage Company.
- 13:15 Recording of Auditions Prohibited BOTH**
 The presence of cameras or other recording devices at auditions is strictly prohibited. With the performer's agreement, the Theatre may take a photograph of the performer during the audition.
- 13:16 Auditions with Requested Prepared Material BOTH**
 When a performer is requested by the Theatre to audition with prepared scenes and/or monologues, the performer shall be given the opportunity to perform all said prepared scenes and/or monologues. Such audition may be given in the presence of other auditionees.
- 13:17 Availability of Requested Audition Material BOTH**
 When a performer is required to audition with specifically requested material that is not readily available, the Theatre shall provide such material to the actor.
- 13:18 Nudity in Auditions BOTH**
 Nudity is prohibited during the entire audition process.
- 13:19 Callback Auditions BOTH**
 A Callback Audition may require the performer to present a prepared original comic monologue, to improvise in a group and/or to read scripted sides provided by the Theatre.

14:00 ACCESS, INCLUSION AND ANTI-OPPRESSION

14:01 Equal Engagement Opportunities

The Theatre and Equity recognize the urgent need to expand the participation of Artists who self-identify with Underrepresented Groups, and are committed to expanding inclusion and eliminating discrimination in the work and workplace. To this end, and with due respect for the requirements of and suitability for a job, the Theatre reaffirms its commitment to non-discrimination and the practice of Inclusive Casting.

(A) Inclusive Casting

BOTH

Inclusive casting is defined for the purposes of this Agreement as the casting of Artists who self-identify with Underrepresented Groups in roles where identity characteristics are not prescribed. Casting will be conducted to afford full and fair consideration to all Artists in all parts or roles, and Artists who self-identify with Underrepresented Groups will be actively solicited in all ads, notices, calls, and cast breakdowns.

Application of the principle of Inclusive Casting will extend to the engagement of all Artists governed by the terms of the ESCA.

- (B) Notice of Auditions and Opportunities** **BOTH**
To promote the dissemination of work opportunities to the broadest spectrum of talent, casting notices for all publicly announced auditions and engagement opportunities will be posted through Equity's e-Drive, and any additional channels the Theatre deems appropriate.
- (C) Specific Casting Requirements** **BOTH**
When a role or part requires an Artist of a particular identity or lived experience due to the understudy track that the Artist will cover, the Theatre shall describe such requirements in relation to the character rather than the Performer in all associated postings.
- (D) Respectful Representation** **BOTH**
It is understood that all Artists bring their identity, history, and experience to the creative process, and that radical inclusion is a source of richness and strength for a production and the broader theatre ecology. The parties hereto encourage the creation of productions that reflect the rich diversity of our society.
That said, Artists who identify with Underrepresented Groups hold a range of opinions about how aspects of their identity may or may not intersect with the story, characters, or aesthetics of a production. Where material is generated that intersects with an Artist's underrepresented identity, the Theatre will engage in timely and transparent discussions with the Artist regarding any use or treatment of their identity to avoid reinforcing harmful or demeaning stereotypes and ensure informed and ongoing consent.
- (E) Reporting** **BOTH**
The Theatre accepts the obligation to ensure the hiring of Performers, Directors, Choreographers, Fight Directors, Intimacy Directors and Stage Managers who self-identify with Underrepresented Groups during the term of this Agreement and, upon request, to provide Equity with all available statistical information regarding engagement and casting practices it has consent to provide.

15:00 BLACKLISTING **BOTH**

The Theatre and Equity both pledge themselves to prevent blacklisting in the industry. Opposition to blacklisting is not a controversial issue between the Theatre and Equity.

Blacklisting for the purposes of this rule shall mean the submission by the Theatre, directly or indirectly, to individual or group pressure and/or the use of private lists, published or unpublished, of persons not to be employed in theatrical productions for reasons having no direct relation to their theatrical ability.

16:00 NON-MEMBERS

16:01 Non-Members

- (A) Requirement for an ESCA Engagement Contract** **BOTH**
All non-members shall be signed to ESCA Engagement Contracts.
An Artist who is not a member of Equity, but who is a member of another performing arts association or union, shall be subject to the provisions of the applicable reciprocal agreement between Equity and said association or union with respect to membership requirements.
- (B) Requirement to Remit Filing Fees** **BOTH**
When a non-member is engaged under an ESCA Engagement Contract, the Theatre shall deduct and remit to Equity a filing fee as determined and administered by Equity in accordance with Clause 25:01 (C) (Deductions).

- 16:02 Touring Into the USA** **TourCo**
A non-member engaged for less than ten (10) weeks under an ESCA Engagement Contract that includes touring into the USA, shall be offered a limited membership in Equity that will extend for the duration of the ESCA Engagement Contract.

17:00

NON-RESIDENT ARTISTS

BOTH

Non-resident Artists may not be engaged by The Second City Theatre, Inc., except through the provisions of the Constitution and Bylaws of Equity.

18:00

CONTINUOUS ENGAGEMENT

MAIN

Continuous engagement is the essence of all Mainstage ESCA Engagement Contracts, and all calculations of sums due or benefits accruing to the Artist shall be computed on the basis of consecutive rehearsals and consecutive engagement.

19:00

PRODUCTION REGISTRATION

BOTH

The Theatre will, no later than thirty (30) calendar days prior to the first date of engagement of a production, provide Equity with a Production Registration for each new Production, Touring Company or Revue. The registration shall include each Artist's contractual fee, dates of engagement, opening date and any anticipated additional duties fees.

The information provided on the registration must be the most up-to-date and accurate information available at the time of filing. In the event that there are changes in the participants engaged for the production, contractual fees, or engagement dates, the Theatre will be required to file an amended Production Registration reflecting the changes.

20:00

POSTING OF SECURITY

20:01

Maintenance of Satisfactory Security

(A)

Requirement

BOTH

It is the essence of the ESCA and all ESCA Engagement Contracts, and a condition precedent to the engagement of the Artist, that the Theatre shall file and maintain with Equity satisfactory security as required by this Clause. Such satisfactory security shall include agreements in the form of Letters of Credit or an Equity approved Bond Insurance program and Security Agreements.

(B)

Liability

BOTH

If contracts are issued to Artists without the Theatre having posted security in accordance with Clause 20:02, upon notification by Equity, the Theatre shall be liable for payment of two (2) week's minimum fee for each contract so issued, unless proper security is arranged within one (1) business day, such monies to be payable to Equity to be used for unsatisfied judgements.

20:02

Amount

BOTH

The Theatre shall deposit with Equity in cash, by Letter of Credit (using sample wording agreed to by Equity) or an Equity approved Bond Insurance program, the sum specified below as a security bond for all ESCA Engagement Contracts issued by the Theatre, and this bond shall be kept in place on a year-round basis.

2026-2028	
Security Amount	\$50,000.00

20:03

Release

BOTH

Letters of Credit or cash deposits will be released within ten (10) business days of receipt of a written request for same, where all contractual obligations to Equity and its members have been met. Equity agrees to contact the Equity Liaison and/or members of the company where a confirmation of fulfillment of the Theatre's contractual obligations has not been received from the Liaison in reference to a request for a release, and agrees to process the release or partial release if requested where it can satisfactorily verify the fulfillment of the contractual obligations.

20:04

Cash Deposits

BOTH

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

20:05	Theatres in Arrears	BOTH
	Where Equity can demonstrate that the Theatre is substantially or repeatedly in arrears with remittances, as stipulated in the ESCA, Equity shall have the right to increase the amount of security required. Where Equity requires an increase to the amount of security, the Theatre shall immediately provide such an increase. However, if the Theatre disputes the increase, it may, after having provided the increase, have recourse to the provisions of Article 12:00 for the relief of this requirement.	
20:06	Drawing Upon Security	BOTH
	No Equity member shall work, or be required to work or continue in the engagement of the Theatre, if and when the security arrangements do not meet the requirements of this Article. Equity may draw upon the securities posted to meet payment to Artists of unpaid fees, including payments for additional services, applicable service taxes, deducted dues payments and joining fees, remittances to Equity, 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 Theatre of its action.	
21:00	CONTRACTS	
21:01	Equity Contracts	BOTH
	All Artists, including Performers, Stage Managers, Directors, Fight Directors, Intimacy Directors and Choreographers, regardless of membership status, shall be signed to ESCA Engagement Contracts for the duration of their engagement with the Theatre for all Mainstage Revues and TourCo Productions.	
21:02	Effective Date	BOTH
	A contract between the Theatre and the Artist must be signed by both parties before the Artist shall be permitted to rehearse or perform. The Artist must sign a separate contract for the Artist's engagement with each Second City Company production. The Theatre agrees to execute a new contract form for each Artist engaged at the beginning of each production. In no event may an Artist's contract exceed fifty-two (52) weeks without executing a new contract form.	
	(A) Press Opening	MAIN
	At the time of signing, the face of the Artist's ESCA Engagement Contract shall state the anticipated date of the Press Opening for the Revue to which the contract pertains.	
21:03	Issuing of	
	(A) Mainstage Contracts	MAIN
	An Artist must receive their ESCA Engagement Contract for a Mainstage revue no later than five (5) business days prior to the start of their engagement.	
	(B) Touring Company	TourCo
	In all cases except unanticipated replacements, an Artist must receive their ESCA Engagement Contract for a TourCo production no later than five (5) business days prior to the start of their engagement.	
21:04	Signing of	BOTH
	Unless a contract is signed concurrently, the Theatre must sign it first. If the contract is not signed concurrently, the Theatre may notify the Artist or the Artist's designated representative, by e-mail with a read receipt, that unless the contract is signed and returned to the Theatre within a specified time period which shall be not less than ten (10) business days after receipt of the notice by the Artist or the Artist's designated representative, the contract is null and void. In all cases, the ESCA Engagement Contract must be signed by both the Theatre and the Artist prior to work commencing. The Theatre agrees that all blanks including opening date, name, role if applicable and fee will be filled in before signing or delivery.	

21:05	Changes, Alterations and Concessions	BOTH
	Neither the Artist nor the Theatre has the right or power to waive any of the minimum conditions set forth in the Agreement without the written consent of Equity. Any and all riders, changes, alterations, waivers, or substitutions made prior to, when, or after a contract of engagement is made shall have been consented to by Equity in writing; otherwise, they are void. It shall be the duty of the Theatre, not the Artist, to submit proposed changes to Equity for its written approval by a duly authorized representative. All concession requests shall be submitted to Equity in writing by the Theatre no less than twenty (20) business days before the concession would take effect. Equity shall then contact the affected Artists either by telephone or electronic means. Any action proposed by the Artists shall not however, be binding without the written approval of Equity. Equity shall respond to the request within fifteen (15) business days.	
21:06	Triplicate Copy	BOTH
	ESCA Engagement Contracts must be executed in triplicate: (i) One (1) copy retained by the Theatre; (ii) One (1) copy filed with Equity by the Theatre; and (iii) One (1) copy retained by the Artist.	
21:07	Deadlines for Filing	BOTH
	The Theatre shall file with Equity, an appropriate copy of the fully executed ESCA Engagement Contract no later than the first day of the engagement. The Theatre shall be invoiced five dollars (\$5.00) for each calendar day or part thereof that a contract filing is late.	
21:08	Confidentiality	BOTH
	Equity and The Second City, Inc. agree that the details of the Artist's contract will be held in strictest confidence.	
21:09	Electronic Contract Template Forms	BOTH
	Equity and The Second City, Inc. shall agree upon the wording of the ESCA Engagement Contract forms. Equity shall provide electronic contract templates to the Theatre.	
22:00	RIGHTS IN FUTURE PRODUCTIONS	
22:01	Rights in Future Productions	MAIN
	Should the Theatre or any other entity which the Theatre controls or directs utilize seventy-five percent (75%) or more of the original content of a Mainstage production within a period of three (3) years after Press Opening, right of first refusal shall be offered to the production's original Artists. An original Artist is defined as an original member of the ensemble who wrote and created the production for the resident stage. Offers need not be made to Artists who have not completed at least thirty (30) performances of the original role or position. The offers may not be at a rate of less than the original Contractual Fee of the Artist at the time of termination. The Theatre agrees to pay any Artist, including Stage Managers, not so offered the identical role or function a sum not less than three (3) weeks' fees at the prevailing minimums of the subsequent contract. This provision shall not include any Artist terminated for just cause.	

23:00	FEES	
23:01	Legal Tender	BOTH
	In Canada, all payments required to be made by the Theatre to the Artist shall be in legal tender of Canada. All minimum rates of compensation set forth in the ESCA, all other rates of compensation set forth in the ESCA, and all other rates of compensation set forth in every individual contract between the Theatre and the Artist, must be paid in legal tender of Canada.	
23:02	Payment by Direct Deposit	BOTH
	The Theatre shall provide payment of fees, etc. at the point of origin by direct deposit. The Artist, on reasonable notice, has the right to revert to payment by company cheque at any time at the Artist's sole discretion. The Theatre must provide the Artist with an itemization of payments and deductions in accordance with Clause 23:06.	
23:03	Payment on Tour	TourCo
	If different from Clause 23:02, the Theatre will advise Equity of its pay arrangements on tour. In any case, the per diem shall be paid at least one (1) week in advance of the week for which it is applicable.	
23:04	Time of Payment	BOTH
	Payments made by direct deposit must be deposited into the Artist's bank account by the start of banking each Friday. If Friday is a bank holiday, the deposit must be made by the start of banking on Thursday. All fees shall be paid on the week following the week for which service was provided.	
23:05	Taxes	BOTH
	In addition to the payments required by the ESCA, Harmonized Sales Tax (HST) or Goods and Services Tax (GST) (where applicable) shall be paid to registered Artists.	
23:06	Itemized Deductions and Payments	BOTH
	The Artist shall be provided with an itemized statement of their contractual fee, outlining all deductions made from the Artist's fee as well as any additional services payments, GST/HST if applicable, and any other amounts, with their contractual payment. The Theatre shall provide the itemized statement no later than 8:00 p.m. on the day of payment. If Friday is a bank holiday, the Theatre shall provide the itemized statement no later than 8:00 p.m. on Thursday.	
23:07	Agency Commission	BOTH
	In no event shall agency commissions be a permitted deduction from the Artist's contractual fee. The Artist shall be directly responsible for the payment of such commissions.	
23:08	Additional Services Payments	BOTH
	Whenever possible, additional services provided by the Artist shall be paid by the Theatre within one (1) week of the additional services being rendered. Additional services fees not disputed by the Theatre and in arrears of more than one (1) month are subject to a one (1%) percent late charge per month. For the purpose of ascertaining whether there is a discrepancy between the amount invoiced and the amount paid to the Artist by the Theatre, the Theatre agrees, upon request, to provide a detailed breakdown of its payment to the Artist and/or Equity.	
23:09	Unpaid Fees	BOTH
	When Equity or an Artist claims that fees, including additional services fees and overtime payments, remittances to Equity, goods and services taxes and transportation costs of the Artist to the point of origin and return, have not been paid, or have only partially been paid when due, Equity shall have the right to require the Theatre to pay forthwith, on behalf of the Artist, such sums as are claimed to be outstanding.	

Should the Theatre dispute such claim(s) it shall have recourse to the arbitration procedures of the ESCA. Where the Theatre does not pay the outstanding sums claimed by Equity for non-payment or partial payment of fees as outlined above, the Artist shall have the right to terminate forthwith their contract with the Theatre, Equity consenting. However, upon application by the Theatre, Equity may grant a grace period not to exceed seven (7) calendar days. Equity shall have an alternative right to pay the Artist their contractual fee or other monies owing to the Artist out of any security deposited by the Theatre. The Theatre agrees to replenish the security deposit upon receipt of a request from Equity. Should it finally be determined that the Theatre was not liable for payments claimed by Equity or monies paid to the Artist from the security deposit, then Equity shall be liable for the repayment of such monies to the Theatre on behalf of its members.

23:10 Partial Weeks of Engagement BOTH

The Theatre may engage the Artist for less than a full engagement week under the following terms:

(A) Timing MAIN

For a Mainstage Artist, partial weeks of engagement may only occur at the beginning or end of the Artist's engagement period.

(B) Consecutive MAIN

Such period must be consecutive.

(C) Payment for Prorated Days MAIN

Payment for a prorated day, including the Free Day, must not be less than one-sixth (1/6) of the Artist's weekly contractual fee for each day engaged.

(D) Insurance Top-Up BOTH

For every day not worked in an Engagement Week, the Artist shall be paid the rate stipulated in the chart below. For the purposes of this Clause a week shall be considered six (6) days.

2026-2028	
Mainstage	\$4.00
TourCo	\$3.35

(E) Number of Prorated Days BOTH

The Artist may be engaged for any number of days in the Engagement Week.

(F) Inclusion of Free Day BOTH

In any event, the Artist may not be required to work for more than nine (9) consecutive days, including the prorated days as provided for above, without a Free Day. Should the prorated period include a free day in the first or last week of engagement, that day must be paid on a prorated basis.

(G) Reporting BOTH

All prorated days and unworked day payments as above must be clearly stated on the remittance report submitted by the Theatre to Equity.

(H) Failure of the Artist to Rehearse MAIN

Should the Artist fail to appear for Process at the beginning of the engagement through no fault of the Theatre, then said Artist's fee may be prorated as above.

- 23:11

Additional Duties

The Artist will not perform any additional duties that are not specified in their contract unless the Artist negotiates additional compensation to the Artist's satisfaction which shall not be less than as specified below. Such additional duties and compensation shall be specified in a rider and attached to the Artist's ESCA Engagement Contract and shall constitute part of the Artist's contractual fee subject to Clause 25:01, Deductions. Additional duties include, but are not limited to playing additional parts or undertaking additional Understudy assignments not specified in the Artist's contract at the time of its signing. An additional duty fee shall be negotiated per Role added to the Artist's performing or Understudy assignment(s), and shall apply to the Artist's engagement for the duration of that engagement beginning with the week of the added assignment.

Notwithstanding the above, the negotiated additional compensation for an additional duty not related to a performing or Understudy assignment shall only apply for the stipulated duration of the additional duty.
- BOTH

2026-2028			
	2026	2027	2028
Minimum Fee	\$50.90	\$53.45	\$55.59

- 23:12

Fee Schedule

(A) Current

Minimum fees and other amounts for 2026 as expressed in this Agreement herein shall apply from January 5, 2026, to January 3, 2027; for 2027 from January 4, 2027, to January 2, 2028; and for 2028 from January 3, 2028, to December 31, 2028.

BOTH
- (B) Contracts Spanning Two Fee Schedules**

Where the term of an individual ESCA Engagement Contract extends into or spans the next fee schedule, as detailed in Clause 23:12 (A), the Artist's ESCA Engagement Contract must bear a rider that the Artist has notice and details of any change in the minimum fees as set forth in this Agreement herein.

BOTH
- (C) Contracts beyond the Current ESCA**

Where the term of an individual ESCA Engagement Contract extends beyond the end of the current ESCA, such individual contract shall remain in force until completed or terminated according to the provisions of the ESCA. Any individual ESCA Engagement Contract which begins after the expiry of the ESCA shall be considered null and void, unless a new Agreement is in place, or Equity and the Theatre have extended the ESCA. When a new Agreement is in place, all individual ESCA Engagement Contracts shall be subject to the terms and conditions of the new Agreement as of the date when the new Agreement comes into effect.

BOTH

- 23:13

Mainstage Minimum Fees 2026-2028

The minimum weekly fees for Performers, Directors and Stage Managers for 2026, 2027 and 2028 shall be as stipulated in the chart below:
- MAIN**
- | 2026-2028 | | | |
|------------------------------------|------------|------------|------------|
| | 2026 | 2027 | 2028 |
| Performer | \$1,139.04 | \$1,195.99 | \$1,243.83 |
| Director | \$1,480.66 | \$1,554.69 | \$1,616.88 |
| Stage Manager (Standard) | \$1,416.94 | \$1,487.79 | \$1,547.30 |
| Stage Manager (Process Week 4 -11) | \$1,531.40 | \$1,607.97 | \$1,672.29 |
- Equity Second City Agreement 2026 - 2028 | Page 21

Shows and Rehearsals

During the offer period for an upcoming contract, the Theatre will determine the number of guaranteed shows per engagement week. The applicable minimum fees will be determined by the number of such shows per engagement week as outlined below. Notwithstanding the foregoing, the Theatre may change the number of guaranteed shows per engagement week at any time during a contract upon fourteen (14) days' notice, after which time the minimum fees for Artists will change accordingly as outlined below.

Subject to the other clauses in this Agreement, and except during the last week of December and the first week of January, Artists will be guaranteed a minimum of one show or the equivalent fee per engagement week and, and a minimum of one four-hour rehearsal or the equivalent fee per engagement week.

Performer			
Per-Performance Minimum Fees	2026	2027	2028
One Show Per Engagement Week	\$177.52	\$186.40	\$193.86
Two Shows Per Engagement Week	\$161.13	\$169.19	\$175.96
Three Shows Per Engagement Week	\$144.74	\$151.98	\$158.06
Four Shows Per Engagement Week	\$131.09	\$137.65	\$143.15
Rehearsal Minimum Fees	\$28.40/hr	\$29.82/hr	\$31.02/hr
Overtime Minimum Fees	\$42.61/hr	\$44.74/hr	\$46.53/hr

Stage Manager			
Per-Performance Minimum Fees	2026	2027	2028
One Show Per Engagement Week	\$204.83	\$215.08	\$223.68
Two Shows Per Engagement Week	\$188.44	\$197.87	\$205.78
Three Shows Per Engagement Week	\$174.78	\$183.52	\$190.86
Four Shows Per Engagement Week	\$158.40	\$166.32	\$172.98
Rehearsal Minimum Fees	\$36.59/hr	\$38.42/hr	\$39.96/hr
Overtime Minimum Fees	\$54.89/hr	\$57.64/hr	\$59.94/hr

Director			
Minimum Weekly Fees	2026	2027	2028
One performance & one 4-hour rehearsal	\$300.42	\$315.44	\$328.05
Rehearsal and Additional Duties Minimum Fees	\$43.70	\$45.89	\$47.72
Overtime Minimum Fees	\$65.55/hr	\$68.83/hr	\$71.58/hr

When a Performer, Stage Manager, or Director attends a rehearsal, they will be compensated for a minimum of four (4) hours at the hourly rates set out above. For clarity, this minimum will not apply to additional duties hours for Directors. The overtime rate will apply after eight (8) consecutive hours of rehearsal.

- 23:15 Choreographer Fees 2026-2028** **BOTH**
Choreographers will be engaged on a half (1/2) day basis for a maximum of four (4) hours for the minimum fee in the chart below. In all cases, the minimum fees below include royalty.

2026-2028			
	2026	2027	2028
Four-Hour Call	\$169.66	\$178.14	\$185.27

After the initial half (1/2) day call, either on the same day or on subsequent days the Choreographer may be engaged at the minimum fees in the chart below.

2026-2028			
	2026	2027	2028
Hourly	\$84.83	\$89.07	\$92.63
Four-Hour Call	\$169.66	\$178.14	\$185.27

- 23:16 Long-Term Run Bonus** **MAIN**
Any Original Artist engaged hereunder, in which engagement in one (1) production spans a period of nine (9) months or more (that is from Press Opening to the first day of the ninth (9th) month) shall receive in the first week of the ninth (9th) month of the run no less than the following additional amount:

2026-2026			
	2026	2027	2028
Long-Term Run Bonus	\$835.71	\$877.49	\$912.59

This payment is subject to standard deductions. This clause shall also apply to the Stage Management.

- 23:17 Extended Process** **MAIN**
For rehearsal processes that exceed eleven (11) weeks, the Artist shall receive no less than one hundred twelve percent (112%) of the minimum weekly fee for each week of rehearsal after the eleventh (11th) week until the official Press Opening.

24:00 CONTINGENT COMPENSATION ON WEEKLY GROSS **BOTH**

No ESCA Engagement Contract shall be entered into by the Theatre or Artist where in whole, or in part, the compensation is contingent upon weekly gross or net receipts without the prior written consent of Equity, which will not be unreasonably withheld. In no case shall compensation be less than the established minimum fee in accordance with the terms of the ESCA.

25:00 DEDUCTIONS

- 25:01 Deductions**
- (A) **Payments of Equity Dues** **BOTH**
For members, the Theatre agrees to deduct working dues of two-and-a-quarter percent (2.25%) or a percentage as directed by Equity of the Artist's contractual fee and remit the same in accordance with Clause 25:02 below.
- (B) **Equity Member Benefits** **BOTH**
Equity provides benefits to its members, including but not limited to the provision of insurance and a group RRSP plan. In order to facilitate this, the Theatre will deduct from the Artist's contractual fee six percent (6%) for RRSPs plus the weekly insurance premium (for weeks during which the Artist provides service) as directed by Equity. These amounts may be modified on not less than 120 days' notice to the Theatre.

- (C) **Non-Member Deductions** **BOTH**
 For non-members, the Theatre agrees to deduct a filing fee of eight-and-a-quarter percent (8.25%) or a percentage as directed by Equity of the Artist's contractual fee plus the equivalent of the weekly insurance premium (for weeks during which the Artist provides service) as directed by Equity and remit the same in accordance with Clause 25:02 below.
- (D) **Artists on Tour** **TourCo**
 When an Artist is on tour, aforementioned deductions shall be applied to the contractual fee only, and not to the per diem.
- (E) **Additional Services** **BOTH**
 Deductions shall be made on any Additional Service or Overtime fees paid out to an Artist.

25:02 Remittances **BOTH**
 The Theatre will remit to Equity for those amounts deducted from the Artist's fees in accordance with this Article for the previous month. For the purpose of calculations, the month shall be considered to be the week starting on Monday containing the first of the calendar month to the last Sunday of the month. The Friday following the last Sunday of the month shall be designated the remittance day.
 The remittance shall include a list of all Artists currently contracted by the Theatre and each Artist's contractual fee. Additionally, the information provided by the Theatre to Equity shall include any additional duties fees or additional services fees incurred by each Artist for the remittance period. In the event that Equity is unable to reconcile the Theatre's remittances with the documentation previously provided by the Theatre, the Theatre, upon request from Equity shall submit any supporting documentation.
 The paperwork shall arrive on a form developed by The Second City, Inc. and approved by Equity. This form shall include all current productions operating by the Theatre and will have a total remittance amount for all productions. Additionally, the form shall include a notes section in which the Theatre shall list any weeks during which specific Artists did not provide service for the Theatre.
 Remittances which do not reach the Equity office by the third Thursday of the month will be assessed a two (2%) percent interest charge, compounded monthly. Equity will send to the Theatre a monthly statement of outstanding balances.

26:00 OUT-OF-TOWN ARTISTS

- 26:01 Obligations When Contract is Three or More Months** **BOTH**
 When an Artist who is engaged under an ESCA Engagement Contract that is three (3) months or longer in duration, for a location that is outside of the Artist's Place of Residence and when the Artist agrees to relocate in order to accept the contract, then the terms below must be met.
- (A) **Transportation** **BOTH**
 The Theatre, at the Theatre's own expense, shall transport the Artist by a direct and expedient mode whenever the Artist is required to travel. Any Artist engaged originally from a point outside of the area in which the theatre is located shall be provided transportation to the new location at the beginning of the engagement and returned to the same point at the completion of the engagement with the theatre whenever that occurs. When available, the most expedient mode of transportation shall be deemed to be Economy Class airfare.
- (B) **Luggage** **BOTH**
 The Theatre shall be responsible for transporting the Artist's luggage, up to a maximum of one hundred thirty-six (136) kilograms, from the Artist's Place of Residence to the Artist's lodging in the vicinity of the theatre and returning it to the Artist's Place of Residence after the close of the engagement.

(C) Relocation Fee

MAIN

The Theatre will provide the Artist with the choice of not less than two (2) weeks of housing at no cost to the Artist or a one-time relocation fee of not less than:

2026-2028			
	2026	2027	2028
Relocation Fee	\$947.13	\$994.49	\$1,034.27

This decision will be made at the time of signing the contract. If the relocation fee is selected, payment will be due prior to the Artist leaving for the new location. If the Artist terminates the contract for any reason within three (3) months after the start date of the contract, the relocation fee must be repaid to the Theatre.

26:02 Obligation When Contract is Less Than Three Months

BOTH

If Second City offers an Artist a contract of less than three (3) months at a Second City location that is outside of the Artist's Place of Residence, then the terms below must be met.

(A) Transportation

BOTH

The Theatre, at the Theatre's own expense, shall transport the Artist by a direct and expedient mode whenever the Artist is required to travel. Any Artist engaged originally from a point outside of the area in which the theatre is located shall be provided transportation to the new location at the beginning of the engagement and returned to the same point at the completion of the engagement with the theatre whenever that occurs. When available, the most expedient mode of transportation shall be deemed to be Economy Class airfare.

(B) Luggage

BOTH

The Theatre shall be responsible for transporting up to two (2) large suitcases, up to a maximum of 90 kilograms, from the Artist's Place of Residence to the Artist's lodging in the vicinity of the theatre and returning it to the Artist's Place of Residence after the close of the engagement.

(C) Living Allowance

MAIN

A living allowance shall be provided to the Artist per week of engagement of not less than:

2026-2028			
	2026	2027	2028
Living Allowance	\$167.14	\$175.50	\$182.52

This allowance may be prorated in partial work weeks at the beginning or end of the ESCA Engagement Contract. Such prorating shall be done at one seventh (1/7) of the weekly living allowance.

26:03 Housing

MAIN

Housing for out-of-town Artists shall be provided at no cost to the Artist. The securing of housing and transportation shall not be the responsibility of the Stage Management staff. The Artist's housing provisions must be stated in a rider to the Artist's contract, and the following minimum conditions must be met:

(A) Clean and Sanitary

MAIN

All housing provided by the Theatre shall be clean and sanitary upon occupation by the Artist and shall include bedding, bed linens, and towels. Where a kitchen is included, cooking and eating utensils shall be furnished. The Artist shall not be required to share a bedroom. The Theatre shall make best efforts to provide safe and secure housing.

(B) Relatives and Pets

MAIN

The Theatre shall not be responsible for the room and board of relatives or pets. Upon request, however, the Theatre shall provide the following information to the Artist who plans to bring the Artist's child to the place of engagement: day care, babysitting services, pediatricians, and suitable housing.

27:00 NUDITY AND ACTS OF INTIMACY IN PRODUCTION

27:01 Sex Acts

BOTH

Actual sex acts or any acts of a sexual nature which are prohibited in public by the Criminal Code of Canada shall not be required of any Artist during rehearsals or performances, nor of any other person in any rehearsals or performances in which an Artist takes part.

27:02 Notification to the Actor

(A) Prior to Signing

TourCo

Where nudity and/or acts of intimacy are required for a role understudied or taken over by an Actor they must be advised in writing prior to signing the ESCA Engagement Contract and shall be provided with archival footage upon request for review.

Where the scene is created after the signing of a contract, the Artist understudying the role shall be made aware of the addition within forty-eight (48) hours and shall have twenty-four (24) hours to review the material and inform management of any concerns.

(B) Notice

BOTH

No Actor shall be required to perform a scene which they have not written with nudity or intimacy without receiving at least twenty-four (24) hours notice. If the Actor wishes to have intimacy coaching available during the rehearsal at which nudity or intimacy is required, their request shall not be unreasonably denied.

27:03 Rider to the ESCA Engagement Contract

BOTH

Requirements for any nudity and/or acts of intimacy must be stipulated in a rider to the Actor's contract. Where these requirements arise after a contract has been signed and the Actor involved gives their consent, the detailed requirements, which shall include a description of the nature of nudity, shall be stipulated in a rider to the contract to be signed by both the Actor and the Theatre and immediately filed with Equity. The Actor is not obliged to give such consent. Should the Actor involved refuse and should the Theatre decide to replace the Actor, then the Theatre will pay to the Actor a penalty equal to double the applicable termination settlement or compensation for each week to the end of the run of the production, whichever is the lesser amount.

28:00 SAFE AND SANITARY CONDITIONS

Preamble

BOTH

The Theatre agrees to provide the Artist with safe and sanitary conditions of engagement. No Artist shall be engaged in any theatre that fails to maintain proper sanitary facilities as herein set forth.

28:01 Minimum Requirements

BOTH

Minimum sanitary facilities shall be:

- (i) At least one (1) dressing room with separate dressing areas as appropriate for the Artists;
- (ii) One (1) toilet cleaned daily with an ample supply of toilet paper; and
- (iii) Wash basins with hot and cold running water with a supply of hand soap and clean towels;
- (iv) Adequate dressing table space with lighting and mirrors for the Artists; and

- (v) A locker for each Artist at Second City venues or lockable storage area or container at all other venues.

These facilities must be separate from audience facilities and easily and safely accessible to the Artists at all times.

- 28:02 Temperature BOTH**
All stage areas (including non-traditional stage areas) will be clean, well ventilated and every effort will be made to keep stage areas at a comfortable and healthful temperature said temperature to be no less than eighteen (18°C) degrees Celsius and no more than thirty (30°C) degrees Celsius. The provisions of this Clause will have been satisfied if the temperature at floor level measured one-half (1/2) hour before the commencement of rehearsals and/or performance, is eighteen (18°C) degrees Celsius to thirty (30°C) degrees Celsius. However, minimum temperature in the dressing rooms must be achieved at least two (2) hours before curtain time. Heating and air conditioning systems shall be properly maintained in good working condition. Should temperatures exceed or drop below a comfortable and healthy level, appropriate modifications will be made in order to allow Artists to perform comfortably. Appropriate modifications may include but are not limited to costume adjustments, fans, portable air-conditioning units, dehumidifiers, portable heaters, and ice packs.
- 28:03 Drinking Water**
Cool and clean drinking water shall be readily available to all Artists at all times during rehearsals and performances.
- 28:04 Dressing Rooms**
- (A) Supplies and Cleaning BOTH**
All dressing rooms must be properly heated in cold weather and properly air conditioned in warm weather. They shall have adequate lights, mirrors, shelves, and wardrobe hooks for Artists' make-up and dressing equipment, and clothing racks, or their equivalent, with hangers for the Artists' personal clothes. Floors shall be washed or vacuumed at least once each week, and dressing rooms cleaned at least once each working day.
- (B) Upkeep BOTH**
All dressing rooms shall be maintained in a clean and sanitary condition, painted, and maintained as necessary. Peeling paint and loose plaster shall be repaired.
- (C) Ventilation BOTH**
All dressing rooms shall be well ventilated.
- 28:05 Equity Cot BOTH**
The Theatre shall provide a cot backstage for any performer who may become ill during a rehearsal or performance.
- 28:06 First Aid**
- (A) First Aid Certification BOTH**
At least one (1) Artist with each Mainstage and Touring Company must have up-to-date and valid First Aid Certification. This Artist need not be Stage Management, though this is recommended.
- (B) First Aid Kits BOTH**
First aid kits, stocked with adequate supplies, shall be available and easily accessible at all times to dressing rooms and rehearsal areas. The Theatre shall make sure that all Artists and Stage Managers know the location of the kits. Additionally, there shall be an adequate number of first aid kits in the backstage area of all venues at which the Artist perform and in any vehicle in which the Artists travel on theatre business.

28:07	Lavatory and Toilet Facilities	BOTH
	Minimum facilities conform to the following conditions in any venue owned or used by the Theatre where the Theatre may make such requests as are reasonable to the length of engagement:	
	(i) One private toilet which may be shared by all genders. (ii) Adequate wash basins, with adequate hot and cold water, not custodial sinks. (iii) In any production which has dancers, requires nudity, or requires the use of body make-up, showers, separate from other sanitary facilities must be provided. (iv) Washrooms and toilets must be cleaned at least once each working day. Floors shall be washed or vacuumed at least once each week. Showers as specified in 28:07(iii) above shall be available for use and cleaned as necessary. (v) Washrooms shall be painted and maintained as necessary. Peeling paint, loose plaster, etc. shall be repaired upon written notification by Equity as soon as possible. (vi) The facilities listed above in 28:07(i) must be separate from audience facilities and easily accessible to the Artists at all times.	
28:08	Deep Cleaning	BOTH
	Dressing rooms, bathrooms, and other common areas that are frequented by the Artists shall be deep cleaned as is practical no less than once per year.	
28:09	Fire Safety Procedure	BOTH
	The Theatre must post fire safety procedures, which shall include the location of all fire exits, firefighting equipment and evacuation procedures. The Theatre's designated representative shall give the Artists a walkthrough of the building to point out fire exits.	
	(A) Tour Location	TourCo
	When arriving at a new location, the Artists shall be briefed on all Fire Safety information prior to the commencement of any work.	
28:10	Equity's Discretion	BOTH
	Notwithstanding any other provisions of this Agreement or the individual Artist's ESCA Engagement Contract, Equity in its sole discretion shall determine whether the aforementioned safe and sanitary conditions are being properly maintained.	
29:00	EXTRAORDINARY RISKS	
29:01	Responsibility of the Theatre	BOTH
	The Theatre accepts responsibility for the safety of the Artists in the training and execution of Extraordinary Risks. The Theatre shall engage qualified individuals for the purpose of instructing the Artists in the performance of the following Extraordinary Risks:	
	(i) The performance of acrobatic feats: suspension from trapezes, wires, or like contrivances; (ii) The use of or exposure to weapons, fire, dangerous chemicals, or pyrotechnical devices; (iii) Stage fighting; and (iv) The handling of unusual live animals.	
29:02	Rider	BOTH
	An Artist shall not be required to perform an Extraordinary Risk unless said risk is stipulated in a rider to the ESCA Engagement Contract and filed with Equity. It is understood that these risks may be Actor devised during process and may require some administration time for the creation of the rider by the Theatre.	

29:03	Dangerous Conditions Inherently dangerous conditions are prohibited. No Artist shall be required to perform any feat or act that places the Artist in imminent danger or is inherently dangerous, nor shall any Artist be required to perform in a costume or upon a set that is inherently dangerous.	BOTH
29:04	Production Elements Should the Theatre utilize any production elements other than standard lights, sound or projections (e.g. smoke, haze, fire, pyrotechnics, snow, water, firearms, weapons, raked stage, ramps, dirt, sand, turntable, traps, elevators, significantly raised platforms, uneven stairs, tall ladders, aerial work, stunts, stage fighting, heavy puppets, moving large set/prop pieces, etc.), the Theatre shall identify them in writing to Equity as soon as the Theatre is aware of their use, but no later than Press Opening. The Theatre shall prepare an Extraordinary Risk Rider as per Article 29:00, as soon as the risk has been identified.	BOTH
29:05	Smoke and Haze The Theatre agrees to use only dry ice, liquid nitrogen, or substances listed in, and in accordance with the conditions set forth in the Fog and Smoke section of the <i>Safety Guidelines for the Live Performance Industry in Ontario</i> . Ventilation for the removal of smoke and haze shall be in operation during its use.	BOTH
29:06	Firearms When firearms are used in a performance, all conditions outlined in the Stage Combat and Weaponry section of the <i>Safety Guidelines for the Live Performance Industry in Ontario</i> shall be followed.	BOTH
29:07	Pyrotechnics When pyrotechnics are used in a performance, all conditions outlined in the Pyrotechnics Special Effects section of the <i>Safety Guidelines for the Live Performance Industry in Ontario</i> shall be followed.	BOTH
29:08	Determination Equity reserves the right to determine what constitutes an Extraordinary Risk and shall notify the Theatre in writing that such a risk exists. Upon such notification, the Theatre may request an immediate meeting with Equity to occur within two (2) calendar days of the request. The Theatre agrees to abide by Equity's final determination as to whether an Extraordinary Risk exists.	BOTH
30:00	CALLBOARD An official Equity callboard shall be maintained backstage at the Second City venue on which up-to-date information important to the Artist shall be posted, including: (i) Rehearsal and Performance Schedules; (ii) Scent, Social Media and Comp Policies; (iii) Insurance Information and Forms; (iv) Absences from Theatre's Point of Origin Policy; (v) Names, addresses, and telephone numbers of doctors and hospitals in the area; (vi) Location of first aid kits; (vii) Member of the Theatre's staff whom the Artist can contact in case of an emergency; (viii) Equity contact information; (ix) Information regarding fire exits and firefighting equipment and proper procedures; (x) Notice of scheduled free day; (xi) Notice of rehearsal calls after opening and other calls given by the Stage Manager; (xii) Material related to Equity's Not In OUR Space! Anti-harassment campaign; and (xiii) Any notices or information sent by Equity.	BOTH

31:00 LIAISONS AND REPRESENTATIVES

31:01 Equity Liaison

(A) Mainstage

MAIN

A Liaison shall be elected for each Revue on the first day of Process. The Liaison shall have the duty and obligation to report non-compliance with the ESCA.

(B) Touring Company

TourCo

A Liaison shall be elected for each Touring Company every six months or as required for cast changes. The Liaison shall have the duty and obligation to report non-compliance with the ESCA.

31:02 Equity Representatives

(A) Authorized Representatives

BOTH

Duly authorized representatives of Equity shall have free access all Artists at all times, inclusive of rehearsals and performances. There shall, however, be no interruption of work in progress except where deemed essential in order to meet an emergency situation.

(B) Equity Company Meetings

BOTH

Sufficient time shall be set aside during the first week of Process for an Equity Business Representative to conduct Equity business. This meeting shall not exceed fifteen (15) minutes.

In the case of TourCo, this meeting shall be permitted once every six (6) months as requested by Equity.

32:00 COMPANY AND MANAGEMENT MEETINGS

32:01 Mainstage

MAIN

Up to three (3) times each contract, Second City's Management may meet with each Artist, either collectively or individually. Times will be selected by Second City's Management, but in no case may infringe upon overnight rest. The meeting will take place at the theatre, one (1) week's written notice to the Artist will be given, and the meeting shall be scheduled at the Artists' convenience whenever possible. Meetings shall not exceed one-and-a-half (1 1/2) hours in length and shall be considered rehearsal time and deducted from the next rehearsal call.

32:02 Touring Company

TourCo

Up to two (2) times each contract, Second City's Management may meet with each Artist, either collectively or individually. Times will be selected by Second City's Management, but in no case may infringe upon overnight rest. The meeting will take place at the theatre, one (1) week's written notice to the Artist will be given, and the meeting shall be scheduled at the Artists' convenience whenever possible. Meetings shall not exceed one (1) hours in length and shall be considered rehearsal time and paid accordingly.

33:00 DUTIES OF THE ARTIST

33:01 Duties

BOTH

The duties of the Artist include, but are not limited to the following:

- (i)** The Artist shall abide by all rules and regulations of Equity and not alter, omit, or change them in any way.
- (ii)** The Artist shall be prompt at all rehearsals.
- (iii)** The Performer shall appear at the Theatre no later than one-half-hour (1/2) prior to the performance.
- (iv)** The Performer shall perform their services as directed and as maintained by the Stage Manager, and shall conform to the language of the script as applicable.
- (v)** The Performer shall pay strict regard to make-up and dress.
- (vi)** The Performer shall properly care for and check their costume and props in the absence of an Equity Assistant Stage Manager or Apprentice Stage Manager.

- (vii) The Artist shall respect the physical property of the production and the Theatre and other Artists.
- (viii) The Artist shall abide by all reasonable rules and regulations of the Theatre that are not in conflict with Equity rules.
- (ix) The Artist shall not appear at rehearsals or performances under the influence of alcohol or any controlled substance.
- (x) The Artist shall not agree to perform such duties as hosting, waiting tables and/or busing for the Theatre. (Equity shall not unreasonably withhold permission to allow an Artist to perform such duties when such duties are an integral part of the production concept or script.)
- (xi) The Artist shall ensure they do not interfere with the tidiness of common areas such as the dressing rooms and green rooms.

33:02 Infractions **BOTH**
 Infractions of the above-listed rules shall subject the Artist to disciplinary proceedings in accordance with the ESCA and Equity's Bylaws, if applicable.

33:03 Intoxication or Impairment **BOTH**
 If an Artist is unable to rehearse or perform due to intoxication or similar impairment, the Theatre may determine that the Artist shall not rehearse or perform. The Theatre undertakes to report all such occurrences to Equity immediately. In the case of such intoxication or impairment, the Theatre may terminate the Artist's ESCA Engagement Contract under the provisions of Article 59:00.

34:00 TICKETING POLICIES

34:01 Comp Policy **BOTH**
 The Theatre shall supply each Artist with at least two (2) pairs of complimentary tickets for each Mainstage Revue or TourCo. Production to be used at any time in the run provided there are seats available. The Artist must give no less than a 24-hour notice to the Theatre of intent to use said tickets.

34:02 Complimentary Tickets on Tour **TourCo**
 The Theatre shall make every effort to supply complimentary tickets as available for performances at tour venues.

34:03 Equity Members **MAIN**
 The Theatre will offer members of Equity upon presentation of their Equity card two (2) half-price tickets on the day of the performance to any performance where more than twenty (20%) percent of the tickets are unsold at the opening of the venue Box Office on that day.

35:00 REHEARSALS

Preamble **BOTH**
 These conditions apply to both an Artist who is solely rehearsing and an Artist who is both rehearsing and performing (i.e. an Artist who is in Process or in TourCo) unless otherwise specified.

35:01 Timeline – Start of Process **MAIN**
 Rehearsals of a subsequent production or Revue may not be scheduled before ten (10) weeks following the Press Opening of the current production.

35:02 Mainstage Hours **MAIN**
 During any week in which the Artist is rehearsing a new production in Process while performing in the current production, the following weekly and daily limits apply:
 Weekly Hours (Rehearsal and Performance): forty-two (42) hours per week per Artist
 daily rehearsal hours and Performance Hours combined:
 (i) Non-Performance Days: seven-out-of-eight (7-out-of-8) consecutive hours per day
 (ii) One-Performance Days: five (5) hours of rehearsal per day
 (iii) Two-Performance Days: No rehearsal except as provided in Clause 35:07
 Note Sessions

(iv) Free Day: one (1) day off

35:03

TourCo Hours

TourCo

An Artist engaged as a company member of the TourCo shall have their weekly hours determined by the number of guaranteed performances that they are contracted for in an Engagement Week.

The maximum combined number of rehearsal, travel, and performance hours for a Performer shall be eight-out-of-twelve (8-out-of-12) consecutive hours per day.

35:04

Additional Services

BOTH

For any hours in excess of those above in Clauses 35:02, 35:03 and 35:04, the Theatre shall pay the Artist at the rate stipulated in the chart below.

2026-2028			
	2026	2027	2028
Overtime – per half hour	\$27.50	\$27.50	\$27.50

35:05

Breaks

(A) Meal Break

BOTH

There shall be a meal break of not less than one (1) hour after a period of not more than five (5) consecutive hours of rehearsal. Should rehearsal extend beyond five (5) hours without a meal break, the Artist shall be paid at the rate stipulated in line one (1) of Schedule "A" until such a break occurs or the end of the call, whichever is sooner.

(B) During Rehearsal

BOTH

In addition to the meal break, there shall be a break of five (5) minutes for every one (1) hour of rehearsal. Rehearsals may not continue longer than two-and-a-half (2 1/2) hours without a break.

(C) Between Rehearsal and Performance

(i) Mainstage and TourCo

BOTH

No more than two (2) hours or less than one (1) hour may elapse between the end of the Artist's first call and the beginning half-hour call. The Theatre may with consent of the Artists by a unanimous secret-ballot vote, extend the break by more than two (2) hours.

For any invasion of the one (1) hour break between rehearsal and performance, the Theatre shall pay the Artist at the rate stipulated in the chart below.

2026-2028			
	2026	2027	2028
Invasion of First Half-Hour	\$20.93	\$21.97	\$22.85
Next Half-Hour	\$44.39	\$46.61	\$48.48

(D) Rehearsals After a Performance

BOTH

Rehearsals shall not be scheduled after an evening performance. Any rehearsal scheduled following a matinee performance may commence following a break of not less than one (1) hour after final curtain. The performance time shall include not less than ten (10) minutes for the Artist to get out of costume following the performance.

For any invasion of the one (1) hour break between performance and rehearsal, the Theatre shall pay the Artist at the rate stipulated in the chart below.

2026-2028			
	2026	2027	2028
Invasion of First Half-Hour	\$20.93	\$21.97	\$22.85
Next Half-Hour	\$44.39	\$46.61	\$48.48

- (E) Between Travel and Rehearsal or Performance** **TourCo**
 On a day where the total travel time exceeds two (2) hours, there shall be a break of not less than one-half (1/2) hour after arrival at a venue and rehearsal or the half-hour call.
 For any invasion of the one-half (1/2) hour break between travel and rehearsal or performance, the Theatre shall pay the Artist at the rate stipulated in the chart below.

	2026-2028		
	2026	2027	2028
Invasion of Half-Hour	\$20.93	\$21.97	\$22.85

Equity shall consider an easement to this clause when an unexpected travel delay caused the invasion provided there was a break of not less than fifteen (15) minutes upon arrival at the venue and the total work hours in the day do not exceed seven and a half (7 1/2) hours.

- 35:06 Note Sessions** **BOTH**
 Notes may be given after a performance for a period not to exceed one (1) hour after curtain. Such time shall be computed as part of the allowable weekly rehearsal hours. A note session must begin not more than twenty (20) minutes following the final curtain inclusive of out of wardrobe time.
- 35:07 Notice of Calls** **BOTH**
 An Artist shall receive the call, posted or via electronic means, for their next rehearsal or performance no less than eleven (11) hours prior to the call time. It is agreed that the rehearsal schedule distributed by the Theatre provides notice of call times. If an Artist is provided fewer than eleven (11) hours of notice of an earlier call than is in the rehearsal schedule, the Artist will be provided twenty-five dollars (\$25.00), which shall constitute part of the Artist's contractual fee subject to Clause 25:01, Deductions.
- 35:08 Press Opening and Revue Identity** **MAIN**
 The Press Opening date and identity of the new production shall be confirmed in a written notice to the Artists at least two (2) weeks prior to the date set for press opening, a copy of which shall be filed with Equity.
- 35:09 Rehearsal of Current Production After Press Opening** **MAIN**
 Rehearsals of the current production after Press Opening shall be limited to two (2) four (4) hour calls for a total of eight (8) hours per week. Brush-up or topical rehearsals may only be scheduled with forty-eight (48) hours' written notice to the Artists. Such a rehearsal shall not be scheduled on the day following the Free Day.
- 35:10 Workshops and Classes** **MAIN**
 With the exception of the intimacy workshop described in Article 64:00, it is agreed that attendance at workshops and/or classes shall be voluntary and not a condition of engagement and a notice to that effect shall be posted on the callboard and in all rehearsal and dressing rooms.
- 35:11 Rehearsals Lost** **BOTH**
 If the Theatre is prevented from holding rehearsals because of fire, accident, riot, strikes, illness or death of any Artist in the Company, Act of God, or act of public enemy, which could not reasonably be anticipated or prevented, then the time so lost shall not be counted as part of the rehearsal period herein.
 Up to the time of suspension of rehearsals, payment of fees shall be made as provided herein, and when the said layoff on the above account shall have continued for two weeks, the Theatre shall pay half the contracted fees for two (2) further weeks, at the end of which time the Artist may terminate the Artist's contract without payment or penalty unless the Theatre continues the services of the Artist by paying the Artist full contractual fees thereafter.

35:12 Span of Day **BOTH**
(A) Performers
A Performer's span of day may not exceed twelve (12) hours. For any span of day over this limit, the Artist shall be paid at the rate stipulated in the chart below.

2026-2028			
	2026	2027	2028
Span of Day – per half hour	\$27.50	\$27.50	\$27.50

(B) Stage Management **BOTH**
A Stage Manager's span of day may not exceed twelve (12) hours. For any span of day over this limit, the Artist shall be paid the rate stipulated in the chart below.

2026-2028			
	2026	2027	2028
Span of Day – per half hour	\$27.50	\$27.50	\$27.50

35:13 Emergency Rehearsal **BOTH**
Emergency rehearsals shall only be allowed when the Theatre did not have adequate prior knowledge of the emergency in order to schedule a regular replacement rehearsal. Such emergency rehearsal may be in addition to regular rehearsals and is subject to the conditions in Clause 35:07.
In no case shall an emergency rehearsal exceed four (4) hours. Should such an Emergency Rehearsal invade overnight rest periods or occur on the Artist's free day, the appropriate overtime rates shall apply and the call shall be deemed to be a minimum of four (4) hours.

36:00 FREE DAY

36:01 Requirement **BOTH**
In each Engagement Week, there shall be one (1) Free Day completely free of any rehearsal and/or performance. A Free Day shall be thirty-six (36) hours inclusive of one (1) full calendar day.

36:02 Period Between Days Off **BOTH**
There shall be no more than nine (9) consecutive days between Free Days. This provision shall not negate the Theatre's responsibility to provide the appropriate number of Free Days in each Engagement Week.

36:03 Notice of Change **BOTH**
The Theatre may change the Free Day with seven (7) days' notice to the Artist.

36:04 December 25 **BOTH**
In addition to the regular Free Day, as stipulated above, December 25 shall be free of rehearsals and performances. There shall be no rehearsal after 6:00 pm on December 24, but there may be a performance provided the final curtain is before 10:30 pm.

37:00 ANNOUNCEMENTS

37:01 Method **BOTH**
The Theatre or the Theatre's designated representative shall make an announcement before the beginning of each performance to remind patrons to turn off all electronic devices and to advise them that there shall be no texting, taking of pictures, or making of recordings of any kind during the performance. In lieu of the foregoing, the Theatre may place a written announcement in the free program made available to each patron and prominently display a sign in the lobby at the entrance to the theatre.

37:02	Front of House Entrances or Exits	BOTH
	If the aisles are used by the Artists for entrances and/or exits, the Theatre shall also announce that the aisles must be kept clear during the performance and ensure that Front of House staff are aware of the location and timing of all house entrances and/or exits.	
38:00	BILLING	
38:01	Billing	BOTH
	The Artist shall have the right to negotiate special billing arrangements at the time of negotiating their ESCA Engagement Contract. All billing arrangements (including but not limited to posters, brochures, paid advertising and all publicity material under the direct control of the Theatre and the type size and billing position therein) are to be specified in writing and attached as a rider to the ESCA Engagement Contract prior to signing. The Theatre will not use the name of an Artist in an advertisement or announcement unless an ESCA Engagement Contract has been signed, or unless permission is given by the Artist in writing.	
38:02	Promotion of the Artist	
	(A) Billing	BOTH
	At least once per production, the Theatre will publish the names of all Artists in the production, in at least one ad or some other form of promotional material.	
	(B) Billing Provisions	BOTH
	All provisions pertaining to the billing of the Artist shall be specific. If billing is contingent on the billing of any other Artist, such contingency shall be clearly and succinctly set forth in the ESCA Engagement Contract.	
	(C) Media Releases	MAIN
	At least once per revue, the Theatre shall include the names of all contracted Artists in the Revue in at least one (1) media release.	
38:03	Breaches	BOTH
	Exempted from this provision below shall be posters on unpaid locations. Where it can be clearly demonstrated that the Theatre approved a correct copy of the material to be reproduced which did not breach the billing clause as claimed, then the Theatre shall not be liable to a penalty, on condition that it takes whatever steps are possible to immediately correct the breach.	
	(A) Mainstage	MAIN
	Whenever a breach is claimed of a billing clause contained in an Artist's individual ESCA Engagement Contract, Equity shall notify the Theatre in writing of said breach. Where it has been established that said breach has occurred as claimed, the Theatre shall pay to the Artist a sum equal to one-eighth (1/8) of the Artist's contractual fee for each week or part thereof that the breach continues following notification.	
	(B) Touring Company	TourCo
	Whenever a breach is claimed of a billing clause contained in an Artist's individual ESCA Engagement Contract, Equity shall notify the Theatre in writing of said breach. Where it has been established that said breach has occurred as claimed, the Theatre shall pay to the Artist a sum equal to one performance fee for each week or part thereof that the breach continues following notification.	
	(C) Directors and Choreographers	BOTH
	Notwithstanding the above, in the case of a Director or Choreographer, one (1%) percent of their total fee shall be substituted for all penalty payments in this Article.	

- 38:04 Stage Management** **BOTH**
The word "Artist" includes all Equity Stage Managers and Apprentice Stage Managers.
- (A) Photographs and Biographies** **BOTH**
Where the Theatre elects to include the photographs and biographies of all Equity Performers engaged in a production in the program, the Theatre will also include the photographs and biographies of Stage Management personnel.
Stage Management Apprentices must receive a credit in the program. Positioning of such credit would be at the discretion of the Theatre.
- (B) Billing Page** **BOTH**
When any of the technical, administrative or managerial staff, other than the Theatre, is listed on the billing page of a program, the Stage Manager shall also be listed.
- 38:05 Website Billing** **BOTH**
Where the Theatre elects to include the names of more than two (2) Actors in the cast of a production on the Theatre's website, the Theatre shall also include the names of all Artists in the production including Stage Management.
- 39:00 HOUSEBOARDS, CAST LISTS AND PROGRAMS**
- 39:01 Houseboards/Digital Screens**
- (A) Mainstage** **BOTH**
The names of all Performers and Stage Management shall be listed alphabetically on a houseboard either in front of the venue, prominently displayed inside the lobby, or clearly displayed on a digital screen. Should there be errors or omissions in this listing, provided such errors or omissions are not corrected within two business days after the day on which written notice is given to the Theatre, the Artist shall be paid one sixteenth (1/16) of the Artist's contractual fee for each day the error goes uncorrected.
- (B) Touring Company** **TourCo**
A portable houseboard shall travel with each TourCo Company which shall list the names of all Performers and Stage Management alphabetically. The houseboard shall be prominently displayed inside the lobby of the venue. Should there be errors or omissions in this listing, provided such errors or omissions are not corrected within two business days after the day on which written notice is given to the Theatre, the Artist shall be paid one quarter (1/4) of the performance fee for each day the error goes uncorrected.
- 39:02 Free Program** **BOTH**
A free program (paper or digital) must be offered to every patron who enters the theatre at all performances. Such program must contain the names of all Artists and their role or function. Should the audience be required to access the free program digitally, printed copies of the digital program must also be available upon request by an audience member. Additionally, the program must include the following language: "This production was created by (list of all people who wrote the production) and opened on (date material was first performed)," "This production is being performed by professional Artists who are members of Canadian Actors' Equity Association engaged under the Equity Second City Agreement."
The Theatre agrees to display the Canadian Actors' Equity Association logo in the program.
- 39:03 Artist Photographs** **BOTH**
A professional quality photograph of the Artist shall be provided by the Artist and displayed by the Theatre in at least one (1) of two (2) ways as follows:
- (i)** Prominently displayed next to the Artist's name in the lobby.
 - (ii)** Reduced to an appropriate size and reproduced, properly identified, in the free program.
 - (iii)** Clearly displayed on a digital screen.

- 39:04 Biographies**
- (A) **Biographical Material** **BOTH**
 In the event the Artist's biographical material is included in the free program, the Artist shall have the right of approval of biographical material, which approval shall be in writing and not unreasonably withheld. The Theatre shall determine the space available for, and the placement of such material, but may not delete or change Artist-approved material, unless it secures the Artist's written approval for the deletion or changes.
- (B) **Biographies Not In Program** **BOTH**
 If the Theatre elects not to include biographies of the Artist in the free program, it shall provide a biography displayed adjacent to the Artist's photograph in the lobby.
- 39:05 Cast List** **TourCo**
 A free cast list must be offered to every patron who enters the theatre at all performances. Such cast list must contain the names of all Artists and their role or function. Additionally, the cast list must include the following language: "This production is being performed by professional Artists who are members of Canadian Actors' Equity Association engaged under the Equity Second City Agreement."
- 39:06 Errors or Omissions** **BOTH**
 In the event that there are errors or omissions in the cast list or program, the Theatre agrees that upon receipt of notice of an omission or error, the Theatre will, within forty-eight (48) hours, correct the omission or error.
- (A) **Breach** **BOTH**
 For each failure to correct the cast list or program as stipulated above, the Theatre shall pay the Artist affected a sum equal to one eighth (1/8) of the Artist's weekly contractual fee for the first week that the error continues and one sixteenth (1/16) for each day the error occurs thereafter.
- (B) **Directors and Choreographers** **BOTH**
 Notwithstanding the above, in the case of a Director or Choreographer, one percent (1%) of their total fee shall be substituted wherever the one-eighth (1/8) penalty payment applies in this Article, and one-half percent (1/2%) of their total fee shall be substituted wherever the one-sixteenth (1/16) penalty payment applies in this Article.
- 39:07 Artist Leaving a Company**
- (A) **Houseboards, Cast Lists and Frames** **BOTH**
 When an Artist leaves a Company, the Artist's name and/or likeness (in photographs portraying three (3) Artists or fewer) must be removed from all houseboards and cast lists in the venue where the production is playing. The removal shall be made prior to the first performance of the Artist's replacement. Should the Theatre fail to comply with this rule within three (3) calendar days after the giving of written notice either by the Artist who is leaving or has left, by the replacement Artist or by Equity, the Theatre shall pay one eighth (1/8) of the weekly Mainstage fee to the Artist currently performing and to the Artist whose name and/or likeness has not been removed.
 The Artists' name and likeness may still appear in frames located throughout the building, including the theatre lobby, memorializing Second City alumni and/or the production.
- (B) **Programs** **BOTH**
 When an Artist leaves a Company, the Artist's photograph and/or biography in the programs must be removed. Should the removal not occur within five (5) business days of the Artist's departure, the payments outlined in Clause 39:06 (A) above shall apply.

40:00

CREATIVE COMPENSATION AND OWNERSHIP OF MATERIAL

40:01

Creative Compensation

MAIN

Each Mainstage Performer shall be paid a Creative Compensation fee not less than specified below for each Process in which they are involved. This payment shall be made after Press Opening in two (2) consecutive payments as outlined in a rider to the Artist's ESCA Engagement Contract and standard deductions shall apply.

2026-2028	
Creative Compensation	\$5,000.00

40:02

Touring Company Writing

TourCo

When the Company is required by the Theatre to create between forty percent (40%) and fifty percent (50%) (inclusive) of the material for a final TourCo Production, such as the "Holiday Show," each Performer shall be paid a Writing Fee of not less than as specified below. For clarity, topical adjustments to archival material do not constitute the creation of material. The Writing Fee shall be made no later than the first regular pay date after the first public performance of the TourCo Production and standard deductions shall apply.

For further clarity, no more than fifty percent (50%) of any material created by the Company for a TourCo Production will be included in the final Production.

2026-2028	
Writing Fee	\$750.00

40:03

Ownership of Material

BOTH

Definition of "Material": Material as used in this Clause includes all works of authorship, content, ideas, and work product created, developed, and/or authored, in whole or in part, directly or indirectly, by or on behalf of the Artists during rehearsals, performances, or otherwise (including but not limited to characters, content, scripts, script treatments, dialogue, scenes, plots, themes, music, lyrics, choreography, stage directions, staging and the like).

Definition of "Net Proceeds:" For the purpose of this Clause, Net Proceeds is defined as only the license fee or purchase price actually received by the Theatre in respect of the license or sale of rights in the Material to a third party studio, network, or distributor (each a "Third Party") less all direct costs incurred by or on behalf of the Theatre in producing, distributing, developing, and otherwise exploiting the Material and the rights therein, including but not limited to all costs incurred by the Theatre to prepare and deliver materials to the licensee or purchaser of the Material, including internal labour costs, a reasonable amount for overhead not to exceed 15% of the license fee or purchase price, as well as legal and accounting costs (including such costs payable to external advisors), agency or management fees, applicable taxes and withholdings, and other costs (such as the costs of translations or dubbing) as required to effect a license or sale.

For clarity, Net Proceeds do not include any form of fees or compensation payable to the Theatre or its affiliates in connection with any services on productions based on the Material or any elements thereof.

In exchange for the Creative Compensation and Writing Fees paid under this Agreement and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Artists agree that all Material shall be the sole and exclusive property of the Theatre, with effect immediately upon its creation.

The Artists hereby transfer and assign, and agree to transfer and assign, to the Theatre all right, title and interest in and to the Material, in any and all forms and states of completion it may exist from time to time, in all formats and media now known or later devised, including all copies thereof and all intellectual property and other proprietary rights and interests of any kind whatsoever embodied therein, including without limitation copyright. The Artists also waive, and agree to waive, any and all moral rights in and to the Materials. Upon request by Second City, the Artists will execute and provide to the Theatre any further documents or materials that the Theatre may request to better evidence or give effect to the Theatre's ownership of the Material, including without limitation any written assignment of copyright or written waiver of moral rights, in a form suitable to the Theatre.

Should the Theatre ever sell or license any Material for use by a Third Party, the Theatre will pay a total of fifty percent (50%) of the Net Proceeds actually received by the Theatre in respect of the sale or license of that Material to all the Artists collectively who participated directly in the creation of that Material. Proceeds, in consultation with Equity, shall be distributed on an equal basis among the applicable participating Artists, the Theatre shall have fulfilled all its obligations hereunder by payment of the fifty percent (50%) share to the collective applicable Artists, and the Artists shall not be entitled to any further compensation for the exploitation of the Material, including from the Theatre's licensees or assigns.

For clarity, the Theatre and its affiliates, licensees and assigns shall have the right to exploit (including, without limitation, sell, lease, or license) any Material. An Artist may request the use of Material that the Artist has created, or in which the Artist has participated in creating, for the purposes of a not for broadcast and non-exploitable audition, performance showcase, or script submission for a similar sketch comedy-based production, or for the Artist's own personal publicity or promotion, subject to the Theatre's written approval in each instance. The Theatre will not unreasonably withhold such approval provided that the requested use does not conflict with any of the Theatre's own uses of the Material (at the Theatre's discretion) or the rights of any third party.

41:00 OVERNIGHT REST PERIOD

41:01 Standard BOTH
For all Artists, there shall be a minimum of twelve (12) hours between the end of one day's work and the first call on the next day. During the overnight rest period the Artist shall not be required to provide any service to Theatre without an additional payment as provided below:

	2026-2028		
	2026	2027	2028
Per Half Hour	\$39.25	\$39.25	\$39.25

41:02 Return to Point of Origin TourCo
When an Artist is being returned to the Point of origin following an overnight tour and the day's call involves only travel time, a maximum of ten (10) hours between the end of the previous day and the travel call on the next day is required for both Performers and Stage Managers. During the overnight rest period the Artist will not be required to provide any service to the Theatre. The reduction of this period is prohibited.

42:00 WARDROBE AND MAKE-UP

42:01 Costumes **BOTH**
The Theatre shall provide the Artist with all costumes, shoes, and clothing (except modern conventional undergarments) or rent the Artist's personal wardrobe from the Artist at a weekly rate per contract of:

2026-2028			
	2026	2027	2028
Minimum	\$5.57	\$5.84	\$6.08
Maximum	\$222.85	\$233.99	\$243.35

No Artist shall rent or lend any wardrobe for use in any production until the terms of the rental are stated in a rider to the Artist's ESCA Engagement Contract. This payment shall be paid weekly to the Artist with the Artist's contractual fee, but shall not be subject to deductions. The Theatre agrees to have any wardrobe furnished by the Artist cleaned at the close of the engagement. Such cleaning shall be by a bona fide professional cleaning establishment.

The Theatre is solely responsible for the maintenance and storage of the costumes, shoes and clothing used by an Artist for a production.

42:02 Declared Value **BOTH**
The Artist and the Theatre shall set a "declared value" on any items being rented, which shall be stated in a rider to the Artist's ESCA Engagement Contract. The Artist shall retain ownership of any item even after it has reached its declared value as described above. Should the item be damaged or need to be replaced for any reason, the Theatre shall pay for such a replacement up to the declared value.

- 42:03 Cleaning and Upkeep**
- (A) Mainstage**

MAIN
All clothing worn by the Artist in the Mainstage Company for use in the production, whether furnished by the Theatre or not, shall be cleaned or laundered at the Theatre's expense, whenever necessary, but at least once every week. Costumes shall be aired, repaired, or replaced whenever necessary.
- (B) Touring Company**

TourCo
All clothing worn by the Artist in the TourCo for use in the production, whether furnished by the Theatre or not, shall be cleaned or laundered at the Theatre's expense whenever necessary but at least once every eight (8) performances. Costumes shall be aired, repaired, or replaced whenever necessary.
- (C) Skin Parts**

BOTH
"Skin parts" of clothing (e.g., stockings, tee-shirts, undergarments, bodysuits, dress shields, bathing suits, and slips) shall be laundered by the Theatre after no more than two uses. All "skin parts" must be laundered, thoroughly rinsed, and dried before being given to the Artist.

42:04 Kneepads **BOTH**
The Theatre shall furnish kneepads when necessary for rehearsal and/or performances.

42:05 Make-up **BOTH**
The Theatre shall supply all make-up that is specifically required for a show. The Theatre will not supply basic stage makeup, such as foundation/base, waterproof mascara, eye pencil, eyebrow pencil, neutral lip and cheek colour, application tools as needed.

42:06	Change of Hair Colour or Style	MAIN
	Should an Artist wish to change their hair colour or style drastically during the course of their ESCA Engagement Contract, they shall first seek permission from the Theatre in writing. This permission will not be unreasonably withheld unless the change would affect the artistic integrity of the current production. For the purposes of this clause, hair shall include facial hair.	
43:00	PROPERTY: REIMBURSEMENT FOR LOSS OR DAMAGE	
43:01	Limits	BOTH
	Unless the loss is due to the Artist's negligence or lack of care (for example, leaving property unattended in the public spaces of the Theatre), the Theatre shall reimburse the Artist for all loss and/or damage to the Artist's property used and/or to be used in connection with the production(s) covered by the ESCA, the personal clothing worn by the Artist to the theatre, and the personal effects of the Artist, including the Artist's luggage, while such property is wholly or partly in the possession or control or under the supervision of the Theatre, or under that of any of the Theatre's representatives, or while said property is in any theatre, building, or other place in which the production(s) covered by this Agreement has been or is being given or is to be given; or when said property or personal effects have been in any way shipped, forwarded, or stored by the Theatre or any of the Theatre's representatives, agents, servants, or employees, up to a limit of two thousand dollars (\$2,000.00) for the Artist's personal effects and/or clothing; up to a total limit of five hundred dollars (\$500.00) for the Artist's jewelry.	
43:02	Valuables Lockup	
	(A) Mainstage	MAIN
	If the Theatre provides facilities for the safekeeping of the Artist's personal valuables, jewelry, and/or cash not used in the production, while said articles are in any theatre, the Theatre shall be liable for loss and/or damage only if said personal valuables, jewelry, and/or cash are given to the Theatre or the Theatre's agent for safekeeping. In this regard, the Theatre agrees to provide facilities for safekeeping of said articles, and to inform all Artists of it and of the necessity for using such facilities (under the provisions of this clause) by a written notice posted on the callboard. The Artist's signature on this notice shall be deemed proper notice to the Artist of the existence of these facilities.	
	(B) Touring Company	TourCo
	The Second City, Inc. TourCo Technical Rider shall stipulate that all venues at which the Touring Company performs must have a lockable room in which the Artists' valuables may be stored during the performance. In venues where this is not possible, the Stage Manager shall collect the Artists' valuables and keep them in the calling area for the duration of the performance.	
43:03	Liability	BOTH
	The Theatre shall be liable as herein above provided whether or not the act, fault, or negligence of the Theatre, the Theatre's agents, servants, or representatives caused or contributed to such loss or damage. The Theatre, however, shall not be liable for any loss or damage to the property of the Artist while said property is under the sole and exclusive control and supervision of the Artist.	
43:04	Insurance	BOTH
	Except as above provided, the Theatre shall not be responsible for any loss of or damage to the personal property of the Artist over and above the limitations herein set forth and where, as to such property, it is the duty of the Artist, if the Artist desires to be protected against loss, to insure the same. The Theatre may meet the foregoing obligation by maintaining adequate and sufficient coverage, which shall provide the same protection as the coverage that the Theatre hereby assumes. Upon direct payment of any loss or damage to the Artist by the Theatre, the Theatre or the insurer shall be subrogated to all rights of the Artist to the extent of such payment.	

44:00 PERFORMANCES

Preamble

All performances or rehearsals for which admission is charged are to be counted and considered as performances for which the Artist is paid.

44:01 Number of Performances

(A) Mainstage

MAIN

Up to eight (8) performances shall be permitted in any one engagement week. A week's compensation shall be paid even if fewer than eight (8) performances are given in any week. There shall be not more than two (2) performances on any one day except as may be authorized by Equity.

(B) Touring Company

TourCo

Up to ten (10) performances shall be permitted in any one engagement week, however only one (1) performance shall be permitted on any day where the total travel and rehearsal hours are more than three (3) hours. Should a second performance be scheduled on a day that does not meet these conditions, each Artist shall be paid an additional amount equal to not less than one (1) additional performance fee.

44:02 Span of Day: Two-Performance Day

BOTH

If two (2) performances are given on any day, the time from the beginning of the first call for the first performance until the end of the final curtain of the second performance or the conclusion of the improv set, if applicable, on any one day shall not exceed seven (7) hours.

44:03 Extra Performances

MAIN

Extra performances beyond those allowed in Clause 44:01 (A) that are not on the Artist's Free Day shall be permitted as below.

(A) Notice

MAIN

Requests for additional performances on a day when an Artist is already scheduled to perform must be submitted to the Artist in writing at least seventy-two (72) hours prior to the contemplated performance. If there is less than seventy-two (72) hours' notice, those Artists who are unavailable may be replaced by an Understudy for the extra performance at no expense to the unavailable Artist.

(B) Payment

MAIN

Each Artist shall be paid an additional three-sixteenths (3/16) of contracted fees for the ninth performance in a week; thereafter, two-eighths (2/8) of contracted fees shall be paid for each additional performance over nine (9).

(C) Cancellation

MAIN

Said performances may be cancelled with forty-eight (48) hours' notice with no financial obligation to the Artist.

(D) Performances on the Artist's Free Day

MAIN

An extra performance on the Artist's Free Day shall not be permitted except as provided for elsewhere in this Agreement.

44:04 Half-Hour Call

BOTH

All performances must include a thirty (30) minute half-hour call.

This time is to be used exclusively for the preparation of the Artist and no notes may be given during this time except for Health and Safety related notes which shall be given by Stage Management.

44:05 Breaks Between Performances

(A) Requirement

BOTH

The break between performances shall be no less than one (1) hour between the end of the first performance and the half-hour call of the second unless paid for as below. If the invasion of the one (1) hour break between performances is due to an Artist being late for their call, that Artist will not receive the rate stipulated in the applicable chart below.

(i) Additional Services Provided During the First Half Hour BOTH

For additional services provided during the first half (1/2) hour or part thereof, the Theatre shall provide and pay for a full dinner for the Artist or shall pay the Artist the rate stipulated in the chart below.

2026-2028			
	2026	2027	2028
First Half-Hour	\$20.93	\$21.97	\$22.85

(ii) Additional Services Provided During the Second Half Hour BOTH

For additional services provided during the second half (1/2) hour or part thereof, the Theatre shall pay the Artist at the rate stipulated in the chart below.

2026-2028			
	2026	2027	2028
Second Half-Hour	\$43.26	\$45.42	\$47.24

44:06 Notice of Changes

(A) Mainstage

MAIN

The Theatre will advise the Artist, to the best of its knowledge, the anticipated performance schedule at the time of negotiation of the Artist's contract.

The Artist will be notified at least forty-eight (48) hours in advance of any change in the performance schedule. However, the cancelation of a performance with less than forty-eight (48) hours' notice shall not constitute a breach of this clause.

(B) Touring Company

TourCo

The Theatre shall advise the Artist at least fourteen (14) days in advance of a performance whenever possible. Within fourteen (14) days the Theatre may add performances with the mutual consent of the Artist, but any cancelled performances shall be paid as if they occurred.

44:07 December 31

BOTH

Should an Artist be required to perform or provide any other service to the Theatre on December 31 past 11:00 pm the Artist shall be paid an additional one-eighth (1/8) of the minimum weekly Mainstage fee.

45:00 TABLE SERVICE DURING PERFORMANCES

45:01 Clear Aisles

BOTH

The performance shall not begin until all aisles, ramps, and stairs used as entrances, exits, or playing areas during the show have been cleared. The Theatre shall use its best efforts to keep aisles clear during the performance.

45:02 Management Duty

BOTH

The Theatre shall use its best efforts to minimize table or bar service of food or drink during the performance and such service shall not interfere with the production values as established by the Director.

46:00 PER DIEM AND HOUSING ON TOUR

46:01 Per Diem

- (A)

Local Touring
If the Artist does not leave the Point of Origin while touring, they shall be considered to be on a local tour and no per diem shall be required.

TourCo
- (B)

Run-Out Less than Five Hours
Should an Artist be taken outside the Point of Origin for fewer than five (5) total hours in a working day, no per diem shall apply.

TourCo
- (C)

Run-Out Five Hours or More
Should an Artist be taken outside the Point of Origin for five (5) or more hours in one (1) working day, the Theatre shall provide the Artist with a per diem of not less than that stipulated below.

TourCo

2026-2028			
	2026	2027	2028
Prior to 6:00 pm	\$35.07	\$36.82	\$38.30
After 6:00 pm	\$67.29	\$70.66	\$73.49

- (D)

Overnight Touring
Should an Artist be required by the Theatre to be outside the Point of Origin for ten (10) or more hours, the Artist shall be deemed to be engaging in Overnight Touring and the Theatre shall provide the Artist with accommodations as per Clause 46:02 and a per diem of not less than that stipulated below.

TourCo

2026-2028			
	2026	2027	2028
Per Diem	\$67.29	\$70.66	\$73.49

46:02 Accommodations

The Theatre shall provide adequate, clean, and safe commercial accommodations at no cost to the Artist when the Artist is required to spend the night away from the Point of Origin. At the very least, the following minimum conditions shall be met:

- (A)

Clean and Sanitary
All accommodations provided by the Theatre shall be clean and sanitary upon occupation by the Artist and shall include bedding, bed linens, and towels. Equity retains the right to inspect the Artist's accommodations.

TourCo
- (B)

Single Occupancy
Artists shall not be required to share a bedroom or bathroom.

TourCo
- (C)

Interior Doors
Whenever possible, accommodations shall have doors leading to an inside hallway, rather than directly to the outdoors, unless housing is in a condominium or resort. If the hotel does not have interior corridors, the Theatre will make best efforts to provide rooms that are not located on the ground floor.

TourCo
- (D)

Distance to Venue
Accommodations shall be within one kilometre (1 km) of the performance venue. If this is not possible, the Theatre shall provide transportation to and from the venue at no cost to the Artist.

TourCo

46:03 Self-Obtained Accommodations **TourCo**
When an Artist, with no less than fourteen (14) calendar days' written notice to the Theatre elects to secure their own accommodations when touring overnight, the Theatre shall pay the Artist the per diem stipulated below and the Theatre shall be absolved of all responsibility for providing transportation to and from the venue regardless of the distance to the accommodations.

2026-2028			
	2026	2027	2028
Per Diem	\$67.29	\$70.66	\$73.49

47:00 TRANSPORTATION

47:01 Transportation of Artist by Theatre

(A) Theatre's Expense **TourCo**
Except as specifically changed or modified herein, the Theatre shall, at the Theatre's own expense, transport the Artist and the Artist's luggage when required to travel outside the Point of Origin. The Theatre shall provide such methods of travel to the tour venue(s) as are the most direct and available within the public means.

(B) Use of Personal Vehicle **BOTH**
Should any Artist be required to use their personal vehicle for any duty for the Theatre including initially travelling to the Point of Origin, such use shall be paid at the rate stipulated below.

2026-2028	
Per Kilometre	\$0.65

(C) Modes of Transportation and Routing **TourCo**
The Artist and Theatre may agree in writing as to the route and modes of transportation. In no event, however, shall such agreement provide for a payment to the Artist of a sum less than the cost of applicable public transportation from the place of residence to the theatre and return. If travel is by air, an economy class ticket is required for transportation from the city which is the point of origin to the first city traveled to, and also from the last city in which the Artist performs back to the point of origin. The Artist shall not be compelled to travel by air without the Artist's consent, and in each and every case it shall be entirely in the determination of the Artist to decide whether or not the Artist wishes to travel by air.

(D) Tickets of Cash Equivalent Three Days in Advance **TourCo**
The Theatre shall furnish the Artist with the necessary flight information or tickets, or their cash equivalent, from the place of residence as stated in the contract to the theatre at least three (3) days in advance of the Artist's departure. The Theatre shall deliver the Artist's return transportation in cash or tickets, at the Artist's option, at least three (3) days before the close of the Artist's engagement.

47:02 Equity Travel Insurance

(A) Requirement **TourCo**
Equity will put in place travel insurance for all Artists engaged under an ESCA Engagement Contract. This requirement includes, but is not limited to, local, regional, run-out and overnight tours. The premium for such a plan shall be borne by the Theatre.
Travel insurance is not inclusive of supplemental health insurance when required by Clause 47:03.

(B) Plan **TourCo**
The Artists for whom travel insurance must be placed will be insured by the Theatre under the travel accident insurance plan administered by Equity.

(C) Payment Of

(i) Premiums

TourCo

The applicable premium payments for the coverage, as established by Equity, are to the Equity office no later than thirty (30) days after the end of the calendar month in which the travel insurance was required. These amounts shall be reported on the remittance paperwork.

(ii) Late Payments

TourCo

Payments which do not reach an Equity office by the due date will be assessed a two (2%) percent interest charge, compounded monthly.

(D) Monthly Billing Reminder

TourCo

Equity will send the Theatre a monthly billing reminder listing one (1) or more of the Artists for whom Equity believes travel insurance is required. The Theatre's remittance to Equity of the correct amounts due will be accompanied by a complete list of the Artists to be covered and the first and last dates of coverage.

The insurance premiums are calculated on the basis of continuous coverage in twenty-nine (29) or ninety (90) consecutive day segments.

47:03 Health Insurance

TourCo

In addition to the travel insurance provided for in Clause 47:02, the Theatre agrees to pay for health insurance for Artists on tour outside of Canada. The Theatre and Equity agree to meet should the interprovincial rules governing universal health insurance coverage in Canada change.

47:04 Air Travel

TourCo

Air travel shall be the preferred method of travel when practical in the circumstances.

(A) Delay en Route

TourCo

If delay en route occurs, all expenses usually paid for or furnished by the traveler under coach air travel and not paid to the Artist by the airlines shall be reimbursed to the Artist by the Theatre.

(B) Excess Luggage

TourCo

The Theatre may designate that the Artist's luggage be transported either by airfreight or excess luggage. If the Theatre designates airfreight, the Artist shall be given at least twenty-four (24) hours' notice to arrange for such transportation. The cost of luggage transportation, not to exceed one hundred thirty-six (136) kilograms, will be borne by the Theatre.

(C) Scheduling

TourCo

The Theatre shall not schedule any flights that depart prior to 8:00 am or after 8:00 pm. In no case shall an Artist's call to travel to the airport be before 6:00 am without Additional Services compensation as stated below.

2026-2028			
	2026	2027	2028
Per Half Hour	\$29.53	\$31.00	\$32.24

47:05 Automobile, Train, and Bus Transportation

TourCo

Artists choosing to travel by automobile, train, or bus must make their own travel arrangements and will receive a sum equivalent to the cost of the applicable method of transportation, utilized to transport the rest of the company, and normal luggage transportation expenses. If the Theatre requires train or bus transportation because a flight is not available, the Theatre shall notify Equity of the proposed method of travel.

47:06 Automobile/Company Vehicle Transportation on Tour

(A) Travel Call

TourCo

On travel days to place of rehearsal, performance, and/or accommodations, travel time shall commence and be computed from the time of the first travel call. In no event shall the first call of the day be earlier than 8:00 am without Additional Services compensation.

(B) Delay by Artist

TourCo

The Artist shall be prompt for all travel calls. If an Artist is responsible for a delay at any time, such delay shall not be counted as part of the travel time of the Company.

(C) End of Day **TourCo**

The work day will be deemed as ended at the time of return to the point of departure, or arrival at scheduled overnight accommodations, or at the end of rehearsal time, whichever is latest.

(D) Travel After Midnight **TourCo**

Travel is permitted after midnight without additional payment to the Artist under the following conditions:

- (i) No overtime has been incurred on the length of day ending at midnight; and
- (ii) The first call for the next day shall not take place until the Artists have had their overnight rest period.

47:07 Company Vehicle **TourCo**

When the Company is traveling in a vehicle other than a chartered or franchised bus, then the vehicle in which the Company is traveling shall be designated by the Theatre as the "Company Vehicle" and said "Company Vehicle" shall be a properly insured vehicle operated by a properly licensed driver and shall conform with all laws of the city and province in which the vehicle is registered. Whenever there are five occupants in a Company Vehicle, said car shall be no smaller than a standard mid-size automobile.

(A) Number of Seats **TourCo**

Each Artist shall be provided with the Artist's own seat in the Company Vehicle. The Theatre shall use best efforts to see that each Artist has a seat facing the front or rear of the vehicle.

(B) Blankets **TourCo**

The Theatre shall provide each Company Vehicle with one blanket per row of seats upon request.

(C) Safety Devices **TourCo**

- (i) If the Artist is obliged to occupy a seat that faces any direction other than front or rear in a vehicle provided by the Theatre, the Theatre shall provide cushions.
- (ii) There shall be a seat belt for each Artist in a Company Vehicle.
- (iii) All seats and seat backs shall be firmly and safely secured.
- (iv) Vans and/or vehicles in which vision through the rear window is obstructed must be equipped with a right side-view mirror as well as a left side-view mirror.
- (v) The Company Vehicle shall be in good repair with functioning heating, cooling and ventilating facilities and shall be equipped with all legally required safety devices. Rented passenger vehicles shall be air-conditioned.
- (vi) Equity reserves the right for the Equity representative to inspect any Company Vehicle.
- (vii) Each Company Vehicle shall be covered by one million dollars (\$1,000,000.00) accident and one million dollars (\$1,000,000.00) liability Insurance.

(D) Scenery and Luggage **TourCo**

When scenery and/or luggage are traveled in the same vehicle as the Artists, such cargo shall be loaded in a way as not to exceed the height of the back seat and shall be safely secured.

- (E) **Routing** **TourCo**
 Upon request, the Theatre shall supply each Company Vehicle with the current year's road atlas and maps covering all routes to be traveled or supply a GPS.
 The Theatre shall provide the driver of each Company Vehicle with detailed written driving instructions and an itinerary including estimated travel time.
- (F) **Van Conduct Policy** **TourCo**
 The Theatre shall provide each Artist/Stage Manager a copy of the guidelines of "Van Conduct".
- (G) **Driving Company Vehicle** **TourCo**
 No Artist shall be required to drive a Company Vehicle and shall not be penalized for refusing to do so. If an Artist consents to drive a Company Vehicle, it must be agreed to in a rider to the Artist's ESCA Engagement Contract. Any Artist driving a Company Vehicle will be paid at the daily fee stipulated below. This fee shall be reported on the remittances paperwork and shall be subject to standard deductions.

2026-2028	
Daily Driving Fee	\$25.65

47:08 Coach Train Transportation

- (A) **Calculation of Travel Time** **TourCo**
 Travel time for coach and train travel shall commence and be computed from the time the Artist is first called to report. This call may not be more than one half-hour prior to scheduled departure. If an Artist is responsible for delay at any time, such delay shall not be counted as part of travel time.

47:09 Luggage

- (A) **Hand Luggage** **TourCo**
 The Artist shall be responsible for transporting the Artist's personal hand luggage to and from the Artist's place of residence, and the Theatre shall reimburse the Artist for the actual cost, up to an amount as per the table below, each way, as set forth and itemized by the Artist on a form provided by Equity for this purpose. The Artist shall show proof of all such expenses by providing the Theatre with the appropriate receipts.

2026-2028			
	2026	2027	2028
Per Half Hour	\$33.42	\$35.09	\$36.50

- (B) **Trunk/Luggage** **TourCo**
 The Artist shall also be responsible for transporting the Artist's trunk, under the Theatre's direction, from the Artist's place of residence to the station, terminal, or place of the Artist's arrival at or near the town in which the Theatre's theatre is located, and back to the Artist's place of residence. The Theatre will pay for the entire cost of and reimburse the Artist for such transportation of luggage up to one hundred thirty-six (136) kilograms.
 Upon arrival, the Theatre shall be responsible for and pay transportation costs of the Artist's luggage of up to one hundred thirty-six (136) kilograms from the station, terminal, or place of the Artists' arrival to the theatre and/or the Artist's lodging place, and back to the station, terminal or place from which the Artist departs after the close of the engagement.

48:00	SICK LEAVE, BEREAVEMENT LEAVE AND PERSONAL DAYS	
48:01	Sick Leave The Theatre may not deduct any amount from the Artist's weekly contractual fee for rehearsal or performance missed due to illness or injury to a maximum of twelve (12) days total during any six (6) month period of engagement. An Artist's sick day entitlement shall be prorated based on the length of the engagement period. After seven (7) consecutive days missed, the provisions of Clause 59:11 shall apply.	BOTH
48:02	Bereavement Leave If any member of an Artist's immediate family is critically ill, or dies (father, mother, legal guardian, brother, sister, child, spouse or equivalent), the Theatre agrees to arrange for the Artist to be absent for up to three (3) days without loss of fee. Additionally, the Theatre will consider a request from an Artist for an absence for bereavement of a non-immediate family member, and the Theatre's permission for the Artist's absence will not be unreasonably withheld.	BOTH
48:03	Personal Days By permission of the Theatre, which shall not be unreasonably withheld, each Mainstage Artist shall be entitled to one (1) paid personal day for each three (3) month period while under contract. Each TourCo Artist shall be entitled to one (1) paid personal day for each engagement contract that is six (6) months or less in duration. In either case, Artists must give the Theatre not less than a one (1) week's notice of intent to use a personal day. The personal day shall be considered approved unless a sufficient reason exists for denial. Such reason shall be given in writing to both the Artist and Equity within twenty-four (24) hours of the next business day after the Artist's request. Once approved, a personal day may not be rescheduled with less than three (3) business days notice to the Theatre.	BOTH
48:04	Pregnancy & Parental Leave The parties recognize and value the contribution that parents make to our society. The Theatre will grant an Artist an unpaid pregnancy and/or parental leave during the Artist's Engagement Contract in a manner consistent with such leaves available to employees under the Ontario <i>Employment Standards Act, 2000</i> , as amended. However, it is understood that the Engagement Contract of an Artist who takes such a leave will nonetheless end on the date established in the Engagement Contract, and that exercising a right to take such a leave under this provision will not extend the duration of the Artist's Engagement Contract or establish a right to any future Engagement Contract(s) with the Theatre.	BOTH
49:00	VACATION	
49:01	Vacation Allotment For each six (6) months of engagement and commencing thirty (30) calendar days after Press Opening, each Artist shall be entitled to one (1) week of unpaid vacation. Accrued vacation time must be used by the termination of the ESCA Engagement Contract.	MAIN
49:02	Vacation Allotment For each engagement and commencing fourteen (14) calendar days after Show Opening, each Artist shall be entitled to four (4) days off as unpaid vacation. Accrued vacation time must be used by the termination of the ESCA Engagement Contract.	TourCo

49:03	Notice of Vacation	BOTH
	The Artist shall give the Theatre not less than three (3) weeks' notice of the date of the Artist's intended vacation, which date shall be approved or not approved by the Theatre on a first-come first-served basis within one (1) week of receipt of the request. Vacation requests will only be approved if the Artist's Understudy is available, the performance schedule allows and no other Artist has previously requested the vacation week. Exceptions to allow more than one (1) Artist at a time to take vacation shall be made for special events (e.g. weddings) at the discretion of the Theatre. Additionally, a Performer and a Stage Manager may have coinciding vacation weeks. Once approved, vacation time off cannot be rescheduled with less than one (1) week's notice to the Theatre.	
49:04	Stage Management Vacation Pay	BOTH
	All Equity Stage Management Personnel, in addition to their weekly fee, shall receive a weekly vacation pay of four percent (4%). This payment shall not be subject to deductions.	
50:00	MORE REMUNERATIVE ENGAGEMENT	
50:01	Permitted Absences	BOTH
	Except during Process, on the Press Opening, or the two (2) weeks prior to the opening of an archival revue, the Theatre shall allow for Mainstage Artists to absent themselves without pay for the purpose of accepting more remunerative employment opportunities under a professional contract. Except for the two (2) weeks prior to the opening of a new Production, the Theatre shall allow for TourCo Artists to absent themselves without pay for the purposes of accepting more remunerative employment opportunities under a professional contract. These days shall be deemed to be "MRE Days". The Theatre shall respond to the request within a maximum of one (1) business day; otherwise, the request is deemed to be approved. Outside of the time periods described above, an Artist may also make a request to absent themselves without pay for the purpose of participating in a career advancement opportunity that does not constitute a MRE Day. The Theatre will consider any such requests on a case-by-case basis and shall make best efforts to respond to same within two (2) business days. However, in no case will such a request be deemed to be approved without the express authorization of the Theatre.	
50:02	Notice to the Theatre	BOTH
	Dependent on the length of time off request, the Artist shall request MRE Days on the following schedule: (i) One to Two Days For an absence of one (1) to two (2) days the Artist shall submit the request with no less than forty-eight (48) hours' notice. (ii) Three to Four Days For an absence of three (3) to four (4) consecutive days the Artist shall submit the request with no less than seventy-two (72) hours' notice. (iii) Five or More Days For an absence of five (5) or more consecutive days the Artist shall submit the request with no less than one (1) week's notice. If said MRE should extend beyond fourteen (14) days, the Theatre may terminate the Artist's ESCA Engagement Contract upon written notice to the Artist and Equity with no further financial obligation by the Theatre to the Artist.	
50:03	Reasons for Denial	MAIN
	The Theatre may deny a request should the day fall within the thirty (30) calendar days following the Press Opening, the request arrives later than the notice periods provided for in Clause 50:02, or more than one (1) other Mainstage Performer has previously requested the day off. Additionally, the Theatre may deny any request that is more than five (5) consecutive days.	

50:04	Reduction of Weekly Fee	MAIN
	When an Artist elects to use a MRE Day, the Theatre shall deduct one-sixth (1/6) for a one (1) performance day or two-eighths (2/8) for a two (2) performance day from the Artist's weekly contractual fee, less the applicable Insurance Top-Up amount in Clause 23:10 (D).	
51:00	UNDERSTUDIES	
51:01	Requirement	
	(A) Mainstage	MAIN
	All Mainstage Artists shall have an understudy engaged no less than two (2) weeks prior to the Press Opening of a Revue until the start of the following Process. Following a consultation with the Mainstage Artist, a suitable understudy who is a graduate of a comedy training program or has comparable industry experience will be chosen by the Theatre. Members of TourCo will be deemed to have sufficient industry experience to be considered to understudy Mainstage Artists. The understudy will be contracted under the terms of the TourCo. provisions, but shall not have a guaranteed weekly show or guaranteed weekly rehearsal.	
	(B) Touring Company	TourCo
	All TourCo Artists shall have an understudy. The understudy will be contracted under the terms of the TourCo provisions, but shall not have a guaranteed weekly show or guaranteed weekly rehearsal.	
51:02	Rehearsal Conditions	
	(A) Rehearsal Time	BOTH
	An Artist understudying will be engaged for a minimum of four (4) days of rehearsal during the last two (2) weeks of Process. In addition, they will receive a transcribed copy of the current script as well as access to the current archival recording from the Theatre not less than five (5) business days before their put-in rehearsal.	
	(B) Put-In Rehearsals	BOTH
	An onstage put-in rehearsal for each understudy with the Director or Artistic Director, and Intimacy Director if required, shall be scheduled within the fourteen (14) calendar days following the Press Opening of each revue. An on-stage put-in rehearsal for each understudy for each five-person-running-order shall be scheduled within thirty-five (35) calendar days following the Press Opening of each Revue or Production.	
	(C) Learning Fee	BOTH
	Each understudy shall be paid two (2) eight (8) hour rehearsal fees and will be required to know the material for the scheduled put-in rehearsal. Such a put-in rehearsal shall be paid at the hourly rehearsal fee and shall not exceed eight (8) out of ten (10) hours.	
	(D) Brush Up Rehearsals	BOTH
	After the completion of their put-in rehearsals, each Understudy shall be scheduled to attend no less than two (2) four-hour brush up rehearsals per engagement.	
51:03	Precondition to Perform	BOTH
	Should an Artist consent to perform a role for which they have been engaged to understudy prior to a put-in rehearsal, they shall be paid not less than three-eighths (3/8) of the minimum weekly Mainstage fee for each performance until a put-in rehearsal occurs.	

51:04

Payment

TourCo

An Artist shall be paid an amount of not less than three-sixteenths (3/16) of the minimum weekly Mainstage fee for the first three (3) times that they perform an understudy track in an Engagement Week and not less than one-eighth (1/8) of the minimum weekly Mainstage fee for the fourth (4th) through eighth (8th) performance in an engagement week. These payments shall appear in the remittance paperwork and shall be subject to standard deductions.

51:05

Insurance Premium

TourCo

Any TourCo Artist who understudies a Mainstage performer for six (6) or more performances in an engagement week shall have the Mainstage Insurance premium deducted and remitted for that week.

51:06

Emergency Replacement

BOTH

An Artist not already under an ESCA Engagement Contract with the Theatre or an Artist not contracted to understudy said track replacing an Artist who cannot perform because of illness, injury or some other emergency, shall be contracted, if applicable, and paid three-eighths (3/8) of the contractual fee of the absentee Artist or double the performance fee, whichever is higher, per performance.

Any required rehearsal shall be paid at the rate stipulated in the chart below.

2026-2028			
	2026	2027	2028
Per Half Hour	\$27.50	\$27.50	\$27.50

For Artists not under contract, partial week payments shall apply. Standard deductions shall apply to all Artists.

51:07

Understudy Not Available

BOTH

When an understudy is not available and a five-person cast is required for the performance, or the Theatre decides that the scheduled performance will be an improv show, each Artist shall receive a total of thirty (\$30.00) per performance in addition to their contractual fee.

52:00

CAST CHANGES

52:01

Replacement or Understudy

(A) Mainstage

MAIN

When an understudy takes the place of an Artist in a Mainstage production, or any Artist is replaced by another Artist, except in an emergency which occurs within one and one-half-hours (1 1/2) before curtain (in which case an announcement shall be made from the stage), the audience shall be informed in two (2) of the following three (3) ways:

(i)

By means of a sign conspicuously and prominently posted in the lobby next to the Artists' photographs, which shall say, "Appearing in tonight's performance." This sign shall be at least eight (8) by ten (10) inches in size, with letters at least one inch high;

(ii)

By the inclusion of a printed slip distributed with all free programs; and/or

(iii)

By means of an announcement from the stage.

Should there be an emergency replacement within the time specified above, then an announcement shall be made from the stage.

(B) Touring Company

TourCo

When an understudy takes the place of an Artist in a TourCo production, or any Artist is replaced by another Artist, the audience shall be informed in the following two (2) ways:

(i)

By means of a sign conspicuously and prominently posted in the lobby next to the Artists' photographs, which shall say, "Appearing in tonight's performance." This sign shall be at least eight by ten inches in size, with letters at least one inch high; and

(ii)

By means of an announcement from the stage.

52:02 Announcement BOTH
When a cast substitution is announced (either from the stage or by program insert), it shall be done in the following manner: "At this performance, the roles usually played by (Artist) will be played by (Replacement Artist)."

52:03 Breach BOTH
Whenever a breach of Clause 52:01 or 52:02 above is claimed, Equity shall notify the Theatre of the breach by e-mail, return receipt requested. If the breach occurs on two (2) or more occasions in the same week, the Theatre shall pay to the Artist a sum equal to one-seventh (1/7) of the weekly minimum Mainstage fee for each day on which the breach occurred. Should the breach continue for more than seven (7) consecutive performances, the penalty payment shall increase to three-sevenths (3/7) of the weekly minimum Mainstage fee of the Artist for each occurrence thereafter.

53:00 INTERVIEWS AND PUBLICITY APPEARANCES

Preamble BOTH
Interviews and publicity or promotional appearances shall occur within the allowable rehearsal hours and shall not attract additional compensation. For interviews, publicity or promotional appearances that do not occur within the allowable rehearsal hours, the Theatre shall pay the Artists involved at the rate stipulated in the chart below. For greater certainty, interviews in which Artists do not improvise or behave in character are permissible and may be broadcast on digital platforms such as Instagram and Facebook.

2026-2028			
	2026	2027	2028
Overtime - per half hour	\$27.50	\$27.50	\$27.50

The Theatre will inform the Stage Manager of any interview, publicity or promotional event concerning any Artist in the production as far in advance as possible.

53:01 Promotional Appearances with Live Performances BOTH
With the agreement of the individual Artist, a promotional appearance may include a live promotional performance subject to the following conditions.
Provided that there is a minimum of three (3) full weeks of engagement, a maximum of two (2) such promotional appearances (per Artist) may be scheduled within each two (2) week period of the engagement. A promotional appearance may not be scheduled during the first (1) week of rehearsal, or on any day with more than one (1) performance at the theatre.

(A) Notice BOTH
The Theatre shall provide as much advance notice as possible of any promotional appearance which includes a live performance, but in any event, such appearances will be requested with no less than thirty-six (36) hours' notice to the Artist.

(B) Breaks BOTH
All breaks and rest periods required in the ESCA will apply to the scheduling of promotional appearances. Should the Artist agree to a promotional appearance on a Free Day, the Artist shall invoice the Theatre at the rate stipulated in the chart below. The minimum call for a promotional appearance on a Free Day shall be four (4) hours.

2026-2028			
	2026	2027	2028
Per Hour	\$78.56	\$82.49	\$85.79

- (C) **Time Limits** **BOTH**
 The live performance elements shall not be more than three (3) scenes from the current production per Artist, up to a maximum of twenty (20) minutes of performance in total. The promotional appearance may not exceed thirty (30) minutes in total, inclusive of interviews and other appearance requirements. For live promotional appearances that will be broadcast, performance elements are restricted to five (5) minutes or one (1) scene, whichever is longer.
- (D) **Stage Management Requirement** **BOTH**
 The Stage Manager shall attend all promotional appearances with a live performance element, and the Theatre shall consult with the Stage Manager to determine if additional stage management staffing is necessary for the event.
- (E) **Outside of Point of Origin** **MAIN**
 Appearances will be within fifty kilometres (50 km) of the theatre in which the production is presented unless mutually agreed otherwise.
- (F) **In Excess of Limits** **BOTH**
 For promotional appearances with performance elements in excess of the limits of this Clause, the Artist shall be paid not less than an additional two-eighths (2/8) of their contractual fee or of the weekly minimum Mainstage fee, whichever is greater, per appearance.

53:02 Touring Company Appearances **TourCo**
 For the purposes of Clause 53:01, any Promotional Appearances with a performance element for which the Touring Company is utilized shall be considered a performance for the number of performances in an engagement week.

53:03 Reimbursement of Expenses **BOTH**
 The Theatre shall reimburse the Artist for all reasonable expenses incurred in connection with personal and publicity appearances required by the Theatre and/or its representatives.

54:00 PHOTOGRAPHS AND RECORDINGS – GENERAL PROVISIONS

Preamble **BOTH**
 Second City and Equity recognize the joint responsibility to promote a healthy, viable and sustainable professional theatre sector in an increasingly competitive, changing environment through the promotion of specific work and Canadian professional theatre in general. It is hereby recognized that both the Theatre and the Artist have a joint interest in promoting productions and the Canadian Theatre Industry. It is understood that this will provide mutual benefit to all through audience attendance, increased awareness, financial viability of theatre and increased future work opportunities.

It is understood by both parties that any material used to publicize and promote the Production may be unable to be removed from all digital sources beyond the timelines outlined in this agreement. Any use of material beyond these timelines shall not be considered a breach when the distribution of the material is beyond the control of the party.

54:01 General Provisions **BOTH**
 The clauses below cover the Theatre's non-commercial capture and distribution of recordings of a production, including aspects of process, rehearsal, and the preparation of a production in which Artists may be featured. This Article covers the general terms of use for photographs, video and/or audio recordings and social media.

Distribution refers to the sharing or publication of recorded material, by any common channel of dissemination by which materials may be publicly viewed or heard, e.g. print, television broadcast, internet, digital media storage and compact devices, etc.

54:02

Social Media

BOTH

Second City and Equity are committed to encouraging a respectful climate of social media use.

The Theatre may post any policies regarding the use of the theatre's technology and social media sites and any parameters regarding use of logos, etc.

Artists who wish to use social media on their free time to share their experiences while under contract to the Theatre are encouraged to familiarize themselves with the terms of the policy of the Theatre.

All provisions with respect to notice and permissions shall apply to social media.

Any posting shall be removed at the request of the Theatre and/or an Artist. This shall not apply to production photographs posted by the Theatre.

54:03

Notice of Recording and Declared Use

(A) Notice of Calls

BOTH

Wherever notice is required to be generated and given to an Artist, it is the Theatre representative, not Stage Management staff, who is required to generate the notice.

All Artists involved must receive a minimum of twenty-four (24) hours' written notice prior to any recording or capture of photographs, a copy of which notice shall be filed with Equity. The time, date and place of any recording must be contained in the notice to the participating Artists.

(B) Initial Declared Use

BOTH

Incorporated with the notice, the theatre shall declare the intended use(s) of the recorded material, identifying the appropriate stipulations for each Declared Use. If at any time the Theatre wishes to change the use of the material from the Initial Declared Use, notice of the change will be submitted (with appropriate stipulations) to the participating Artists, a copy of which shall be subsequently filed with Equity.

54:04

Scheduling of Calls

(A) Calls for Recordings

BOTH

All recordings, including still images, shall be made at the regular rehearsal or performance venue and must take place within the regular working hours. Any additional rehearsal hours required shall be paid at the rate in Clause 54:04 (C).

(B) Non-Rehearsal Calls for Touring Company

TourCo

When an Artist in TourCo is called specifically for a call to capture still images or recordings, they shall be compensated at a rate not less than the rate in Clause 54:04 (C) or fifty percent (50%) of the performance fee, whichever is greater.

(C) Calls During a Rest Period

BOTH

For any call which results in the Artist providing additional services during any rest period, the Artist shall invoice the Theatre at the rate stipulated in the chart below.

2026-2028			
	2026	2027	2028
Overtime - per half hour	\$29.53	\$31.00	\$32.24

However, with the unanimous consent of the company, still images may be captured for up to fifteen (15) minutes immediately prior to the half-hour call with no additional payment required.

- (D) Calls Prior to Engagement Period** **MAIN**
Should the Artist, at the request of the Theatre, attend a call before the engagement period for which the Artist is contracted, they shall be compensated at a negotiated rate of not less than one-sixth (1/6) of the Artist's contractual fee. The Theatre will provide suitable accommodation, travel, and meals if required.

The arrangements of the call shall be outlined in a rider to the Artist's ESCA Engagement Contract. Daily insurance and standard deductions shall apply.

54:05 Other Conditions

- (A) Nude Recordings** **BOTH**
Except in the case of an Archival recording, no Artist may be required to appear nude or semi-nude in any recording or image without their prior written consent. Furthermore, any images or footage of nudity may only be in long shot.

The Artist shall be given the opportunity to view and approve all material prior to any use. No nude or semi-nude recordings or images of an Artist may be used in any way without the prior written consent of the Artist. A copy of the signed consent and approved recording shall be provided to the Artist.

- (B) Alteration of Images or Footage** **BOTH**
Outside of altering an Artist's image for quality, resizing or video editing for time, the Artist must approve any recorded material or image in which their likeness has been altered or in which the Artist's image has been placed in a context unrelated to the original material.

- (C) Copy to Equity** **BOTH**
In order to verify any of the above conditions, Equity may request a copy of any recorded material, raw or edited, in which case Equity warrants the material will remain in its sole possession.

- (D) Use of Recorded Material for Promotion of Canadian Theatre** **BOTH**
The Theatre may submit recorded material to Equity for print or web publication on its platforms. For the purpose of promoting professional Canadian theatre, the Theatre may also permit the use of still images on the website of a not-for-profit arts service organization of which the Theatre is a member or on the international Second City website.

54:06 Capture of Material in Rehearsal or Backstage

- (A) Capture During Rehearsal and Process** **BOTH**
Recordings made and photographs taken in rehearsal or during process shall be allowed with notice. However, any Artist may withdraw their consent for the recording of material at any time by informing either Stage Management or a representative of the Theatre.

In cases where the Theatre has hired a third party to record the material, the Artist shall be informed as soon as possible and shall inform the Theatre within twenty-four (24) hours of the notice being given if they do not consent to the capture of material.

- (B) Capture Backstage Mainstage** **MAIN**
Specific permission to record any activities backstage including in or around dressing rooms must be requested in writing. Such request must include an outline of the material to be captured and the intended use of that material. No Artist shall be penalized in any way for refusing to grant permission for the capture of material in these areas.

There shall be no capture of backstage material during the half-hour call or in the wings during a performance. To this end, no camera or cell phones shall be permitted in the wings or on stage with the exception of those used by Stage Management for emergencies.

Recorded Material captured by the Theatre or an Artist backstage which may or may not include any elements of the production, requires the written authorization from all participating Artists and/or the Theatre prior to being used by the Theatre and/or Artists.

(C) Capture Backstage Touring Company **TourCo**

The capture of material backstage, during the half-hour call or from the wings for TourCo shall be prohibited. Set up shots are permitted during allowable rehearsal hours. To this end, no camera or cell phones shall be permitted in the wings or on stage with the exception of those used by Stage Management for emergencies.

54:07 Use of Recordings by the Artist **BOTH**

Where the Theatre is empowered to do so, and at the request of the Artist, and with the consent of all Artists who appear or whose work appears in the recorded material, the Theatre may agree to provide a copy of the recorded material to an Artist for their own individual souvenir or promotional use. The Theatre may levy a nominal charge for a hardcopy of still images. If copies are available in digital format, such copies shall be provided upon request to the Artist at no charge.

The Artist shall declare in writing the nature of the limited purposes for which the recorded material may be used. The Theatre shall not be responsible for any subsequent misuse of the material, either by the Artist or stemming from the use of the material by the Artist whether such misuse arises from the use of the materials for the purposes set forth by the Artist in their request to the Theatre, or for any other uses.

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

55:00 PHOTOGRAPHS

55:01 Photo Calls **BOTH**

Photo calls shall be allowed for the taking of customary and usual photographs, together with photographs to appear in magazines, newspapers, and websites for the sole purpose of publicizing and advertising the production.

All photo calls shall take place during allowable rehearsal hours except as provided for in Clause 55:01 (A) below. For photo calls that do not occur within the allowable rehearsal hours, the Artist shall invoice the Theatre in accordance with the chart below.

2026-2028			
	2026	2027	2028
Per half hour	\$29.53	\$31.00	\$32.24

(A) Additional Call **MAIN**

One (1) photo call of a maximum of three (3) hours (for each Performer) shall be allowed for each revue at no additional remuneration.

(B) Two-Show Day **BOTH**

There shall be no such call on a two (2) performance day.

55:02 Use of Photos in Publicity Material **BOTH**

The Theatre shall not be required to obtain the Artist's authorization or additionally compensate the Artist for the use of production photographs from past or current productions in publicity material for the promotion or recognition of the Theatre, its activities, and/or the Artists.

55:03

Identification of Photographs

BOTH

Where the Theatre has control over the photograph, the name(s) of the Artist(s) will be identified when possible, but in all cases where there are three (3) or fewer Artists. The title of the production must always be identified.
Where the Theatre does not have control over the photograph, the Theatre shall use reasonable efforts to identify the names of all the Artists appearing in the image and the title of the production whenever possible.

55:04

Use of Production Photographs - Special Provisions

BOTH

Unless otherwise noted in this Article the Theatre shall not be required to obtain the Artist's authorization or additionally compensate the Artist for the distribution of photographs from past or current productions.

- (i)

Books and Publications

With the prior written consent of the Artist(s) appearing in the image the Theatre may allow the use of photographs in books, such as academic texts, or publications of plays without any compensation to the Artist. In the case of the use of photographs in biographical or historical books about an Artist, a theatre, or theatre in general, the Theatre may be exempt from the payment to the Artist stipulated in Clause 55:05 (B) with the prior written consent of the Artist.
- (ii)

Academic and Training Institutions

With the prior written consent of the Artist(s) appearing in the image the Theatre may extend the use of photographs to post-secondary academic institutions which have theatre programs or theatre schools for the publication of those images in scholarly journals and publications.
- (iii)

Study Guides

With the prior written consent or former approval of the Artist(s) appearing in the image the Theatre may use photographs in study guides for schools when the study guides are prepared by the Theatre and supplied free of charge to teachers.

The use of photographs as provided for in this Clause is subject to proper identification as per Clause 55:03.

In Clauses 55:04(i) to (iii) above, should the Theatre not receive the prior consent of the Artist, the Theatre shall pay the Artist not less than as specified below.

2026-2028			
	2026	2027	2028
Photo Use Fee	\$294.72	\$309.46	\$321.84

55:05

Use of Production Photographs for Merchandise

(A)

Written Authorization

BOTH

For merchandise use the Theatre must obtain the Artist's prior written authorization for the use of the Artist's image which authorization shall identify the photograph to be used and the details of the specific usage to be made of the photograph. The Theatre shall provide Equity with a copy of the Artist's written authorization upon request.

(B)

Payment for Use of Image for Merchandise

BOTH

If the Artist consents to the use of their image for any merchandise, other than a "coffee table book", the Artist shall be paid not less than as specified below for said use for a period of not more than one hundred and four (104) weeks.

2026-2028			
	2026	2027	2028
Photo Use Fee	\$294.72	\$309.46	\$321.84

Equity Second City Agreement 2026 - 2028 | Page 58

- (C) **Payment for Use of Image in “Coffee Table Book”** **BOTH**
 The Theatre shall pay the Artist not less than as specified below for the use of the photographs in any book where the importance of the photographs is equal to or greater than the importance of the text.

2026-2028			
	2026	2027	2028
Photo Use Fee	\$294.72	\$309.46	\$321.84

56:00 AUDIO VISUAL RECORDINGS

- 56:01 Declared Use** **BOTH**
 Without derogating from the rights granted to the Theatre under Clause 40:01, it is understood that audio visual recorded material may be used by the Theatre in whole or in part, for the purpose of:

- (A) **Reference and Maintenance** **BOTH**
 For the sole purpose of review by Artists, a recording of specific elements of a production may be made by the Theatre during regularly scheduled rehearsal hours or a regularly scheduled performance. The Theatre may make duplicate copies of the recorded material for review by the Artists, however no Understudy may be given a copy of such recorded material until they have signed an ESCA Engagement Contract. In the event that an Understudy is provided with a copy of the recorded material, and is required by the Theatre to use the recorded material for review at home, any such hours spent reviewing the recorded material shall be mutually agreed upon in advance, and will be considered allowable rehearsal time and paid. All copies of Reference and Maintenance recordings are the responsibility of the Theatre, and shall be destroyed following the conclusion of use.

Such recordings may be used for the purpose of maintenance of understudy tracks, during process for writing and audience reactions, script transcription, choreography, stage fighting or special business.

Notice for this declared use may be blanket in nature and contained in a rider to the Artist's ESCA Engagement Contract.

- (B) **Publicity & Promotion for Current Productions** **BOTH**
 The Theatre may use up to five (5) minutes finished running time of recorded material from any approved source. This recorded material may comprise clips of edited material from rehearsal, process, backstage, and/or performance footage. The material may be used by the Theatre for up to twelve (12) months from the Press Opening of the current Production, or for the duration of the run, whichever is longer. Where the Theatre is empowered to do so, the Theatre shall grant similar rights of use to the Artists in the production with the agreement of the other Artists for the same time frame.
 The Theatre may extend its time frame of the use of the material by either offering the Artists the same extended use beyond the initial time frame as noted above or by compensating the Artist at no less than one-sixth (1/6) of the minimum Mainstage weekly contractual fee. Rates for Directors, Choreographers and Fight Directors shall be no less than two-and-a-half percent (2-1/2%) of the applicable minimum fee.

- (C) Archival Recording** **BOTH**
 An Archival recording must be captured from a regularly scheduled public performance of the production after the Press Opening; no additional rehearsals are permitted to facilitate the recording. The Theatre guarantees that the recorded material, which may not be copied, will remain under its control for archival purposes and may only be viewed in private for reference purposes or as a teaching or rehearsal aid for the benefit of Artists or management. Archival material that is digitally stored will be password protected and protected from download. When necessary, Archival footage will be given to an Understudy before rehearsal for the purposes of learning lines or blocking. There must be no public viewing of recorded material.
- (D) Other** **BOTH**
 Where the Theatre requires consent from Equity to exploit audio visual recorded material for use(s) other than those described above (including commercial uses) (each, a "Further Use"), Equity will not unreasonably withhold such consent. To the extent necessary, Artists will be contracted under, governed by and paid according to the appropriate agreement for any Further Use.
- (E) For Accessibility Needs** **BOTH**
 To increase accessibility, the recording may be provided to facilitators, interpreters and translators, in whole or in part, to assist in their work of creating a production that is more accessible.
- 56:02 Credit and Billing for Audio and/or Visual Recordings** **BOTH**
 With the exception of Archival and Reference Recordings, the final cut of any audio and/or visual recordings made shall include a credit list or roll. The credit roll shall not be counted towards the allowable five (5) minutes of recorded material from an approved source.
- 56:03 Current Affairs** **BOTH**
 For the purpose of promoting the Engager, its productions, and/or the Artists, a maximum of five (5) minutes of performance and/or rehearsal of each production may be presented on a news, current affairs arts, lifestyle, or similar program (including website use) during the current production or for twelve (12) months following the close of the production, provided that the Engager notifies the Artists in advance, in writing. The written notification shall include the full particulars of the recording, and a copy of the notification shall be filed with Equity.
- 56:04 Stipulations** **BOTH**
 Stipulations refers to the specific conditions pertaining to a particular use of recorded material, including but not limited to type and amount of material captured, control and copyright, duration of use, credits, approval, access, payment; etc.
 Limited use refers to the rights the Theatre has acquired from the rights holders for use by the Artist.

57:00 VISUAL OR AUDIO RECORDINGS – USE IN PRODUCTION

57:01 Conditions For

(A) Artists' Agreement

BOTH

Artists in a production may agree to participate in audio and/or visual recordings solely for use in the production where the text, writing and/or Director's interpretation requires such recordings.

(B) Recording Sessions

BOTH

The recording may only be used during the period in which the Artist is engaged in the production and only for the production for which it has been made. Should such recording sessions take place outside regular rehearsal hours, then the Artist shall invoice the Theatre at the rate stipulated in the chart below.

2026-2028			
	2026	2027	2028
Per half hour	\$29.53	\$31.00	\$32.24

57:02 Artist Leaving a Production

BOTH

This royalty and buyout stated below shall not apply if the Artist is recorded for the purpose of background only or if the Artist is not recognizably featured.

(A) Mainstage

MAIN

If a Mainstage Artist leaves the cast after making a visual or sound recording the Theatre may, in lieu of making a new recording, pay the Artist a royalty for the continued use of the recording. Such royalty shall not be less than two-and-a-half (2-1/2%) percent of the Artist's contractual fee for each week of use.

(B) Touring Company

TourCo

If a TourCo Artist leaves the cast after making a visual or sound recording the Theatre may, in lieu of making a new recording, pay the Artist a buyout for the continued use of the recording for up to twenty-six (26) weeks. Such buyout shall not be less than seventy-five percent (75%) of the minimum performance fee.

57:03 Artist Engaged for Recording

MAIN

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

58:00 RECORDINGS AND BROADCASTS – COMMERCIAL USE

58:01 Scope

(A) Preservation

BOTH

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 and all devices now in existence and yet to be developed made during the run of, or within six (6) months of the close of, the production. The resulting product shall hereafter be referred to as a recording. The Artist may not be required to take part in the recording or broadcast. Any recording or broadcast of a scene involving nudity or acts of a sexual nature shall not take place without the prior written permission of the Artist specifically agreeing to same, such permission not to be unreasonably withheld.

(B) Broadcast

BOTH

This Article also covers the broadcast or transmission of a theatrical production whether by means of the reproduction of a recording or by means of live broadcast. This Article shall apply whether the recording is made at or the broadcast emanates from the theatre or elsewhere, and regardless of the use made of same at any time thereafter.

58:02 Recording Rates **BOTH**
For the purposes of this Article, whenever a recording or broadcast of a production in whole, or in part, is made, all Artists engaged in the recording or broadcast, including radio, cast albums, simulcasts and commercials shall be paid as follows:

(i) **Performers**
Performers shall be contracted under, governed by, and paid according to the appropriate ACTRA agreement.

(ii) **Choreographers & Directors**
For a visual recording or broadcast Choreographers and Directors shall be paid a minimum of ten (10%) percent of the original contractual fee for the first thirty (30) minutes of finished recording or broadcast and an additional five (5%) percent of such original fees for each subsequent thirty (30) minutes of finished recording or broadcast.
These payments shall be outlined in a rider to the Artist's ESCA Engagement Contract and standard deductions shall apply.

(iii) **Stage Management**
Stage Management personnel shall be paid no less than the Principal performer rate in the appropriate ACTRA agreement. These payments shall be outlined in a rider to the Artist's ESCA Engagement Contract and standard deductions shall apply.

Copies of all contracts and/or riders shall be filed with Equity.
Artists shall be free to negotiate compensation in excess of the above minimums.
All payments to the Artist stipulated above shall be in addition to and separate from payment and fees stipulated in the Artist's original ESCA Engagement Contract for that period.
The Theatre agrees that the responsibility for the payments to Choreographers, Directors and Stage Managers lies solely and exclusively with it.

58:03 Notification **BOTH**
Whenever possible, the Theatre shall give the Artists and Equity thirty (30) days' notice of any proposed recording along with a detailed schedule. Additionally, the Artist or any third party must obtain the written consent of the Theatre before arranging any recording or broadcast.

The use or preparation of recorded material, except as provided for elsewhere in this Agreement, in a format different from that for which permission was given, is prohibited.

58:04 Additional Rehearsals **BOTH**
Whenever any member or members of a company are rehearsed for a recording or live broadcast, such rehearsal shall be included in the rehearsal schedule for said recording or broadcast. Equity and ACTRA shall determine whether such rehearsal time is related to the theatrical production or the recording or broadcast.

58:05 Maximum Call **BOTH**
There must be an eleven (11) hour overnight rest period from the end of the recording day to the first call for the Theatre.
After recording, there must be a rest period of not less than one and one-half (1-1/2) hours prior to curtain time on a day on which there is one (1) performance. On a day when there is a matinee performance only, there must be a one-and-one-half (1-1/2) hour rest period following final curtain before recording. Infringement of these provisions is to be paid for at the appropriate overtime rate in the chart below.

2026-2028			
	2026	2027	2028
Per half hour	\$27.50	\$27.50	\$27.50

58:06	Recording on a Day with No Performance	BOTH
	On a day on which there is no performance, ACTRA rehearsal clauses shall prevail. Regardless, there shall be ten (10) hours overnight rest period between the last call on a recording day and the first call on a performance day. In the event that the Theatre is unable to schedule a recording or prep for recording on a regular work day, Equity will on a case-by-case basis consider a request from a Theatre to schedule a recording on an Artist's Free Day.	
58:07	Two-Show Day	BOTH
	The Artist may not be required to render their services for a recording session, live broadcast or rehearsals for same under any circumstances on a day where two (2) theatrical performances are to be presented.	
58:08	Recording After Production Closed/Artist Leaves Production	
	(A) Original Artist	BOTH
	When a recording is made of the stage production which has closed, all the Artists engaged in said stage production shall be engaged for the preserved performance or broadcast. If another Artist, who did not participate in the stage production, is engaged for the recording, then the Artist who was last contracted for the stage production shall be paid in accordance with the fees above, provided the original Artists was available and willing to participate in the recording.	
58:09	Artist Dismissed	BOTH
	Any Artist who is contracted or called for any recording or broadcast, and is subsequently dismissed or released from such recording or broadcast, shall be paid in full as if they had done said mechanical reproduction.	
59:00	TERMINATION	
59:01	Notice Period	BOTH
	The minimum period of notice of termination for the Artist shall be two (2) weeks.	
59:02	Delivery of Notice	
	(A) Written	BOTH
	It is the essence of all ESCA Engagement Contracts that all notices thereunder, company and individual, must be in writing. Copies of all notices must be filed with Equity electronically forthwith by the party (Artist or Theatre) giving notice.	
	(B) Methods	BOTH
	All notices to the Theatre may be given to it personally, or to its designated representative in writing. Notice to the Artist must be given to them personally in writing unless they are not at the theatre location, in which case it may be given by registered mail to the Artist's last known address.	
	(C) Call Board	BOTH
	All communications which refer to the company in general shall be posted on the call board.	
	(D) Timing	BOTH
	(i)	Individual notices of termination given at or before the half-hour call on the first performance day of the engagement week and which take effect at the end of the final day of the week following shall be deemed two (2) weeks' notice.
	(ii)	Notices must be delivered at or before the commencement of the first call of the engagement week. Any notice given later will not take effect until the following week.
59:03	Deductions	BOTH
	Deductions pursuant to Clause 25:01 shall apply to termination payments. However, when the Artist is not allowed to work out the notice period the deduction for insurance shall not apply.	

- 59:04 Termination Before Engagement** **BOTH**
 ESCA Engagement Contracts may, before the beginning of the engagement, be terminated as follows:
- (A) Notice By Artist**
- (i) Mainstage** **MAIN**
 By the Mainstage Artist giving written notice to the Theatre prior to the first day of engagement specified in the ESCA Engagement Contract, and paying the Theatre no less than two (2) weeks' contractual fee. Termination payments must be paid to the Theatre within two (2) weeks of the notice being given or by a schedule mutually agreed upon between the Artist and Theatre.
- (ii) Touring Company** **TourCo**
 By the TourCo Artist by giving written notice to the Theatre prior to the first day of engagement specified in the ESCA Engagement Contract, and paying the Theatre no less than an amount equal to the Artist's fees as scheduled for the first two (2) weeks of engagement. Termination payments must be paid to the Theatre within two (2) weeks of the notice being given or by a schedule mutually agreed upon between the Artist and the Theatre.
- (B) Notice By Theatre**
- (i) Mainstage** **MAIN**
 By the Theatre giving written notice to the Artist prior to the first day of engagement specified in the ESCA Engagement Contract and paying the Artist a sum equivalent to not less than two (2) weeks' contractual fee or two (2) weeks' minimum Mainstage weekly fee, whichever is greater.
- (ii) Touring Company** **TourCo**
 By the Theatre giving written notice to the TourCo Artist prior to the first day of engagement specified in the ESCA Engagement Contract, and paying the Artist no less than an amount equal to the Artist's fees as scheduled for the first two (2) weeks of engagement.
- 59:05 After Beginning of Engagement** **BOTH**
 Individual notice of termination of a standard ESCA Engagement Contract after the beginning of an engagement may not be less than two (2) weeks.
- 59:06 During Process or Rehearsals**
- (A) By Artist** **MAIN**
 During process, the Artist may terminate their ESCA Engagement Contract by paying the Theatre no less than two (2) weeks' contractual fees. However, the termination of the Artist's services to the Theatre may not occur within the period beginning two (2) weeks prior to and ending two (2) weeks after the Press Opening dates specified in the ESCA Engagement Contract.
- (B) By Theatre** **MAIN**
 During process, the Theatre may terminate the Artist's ESCA Engagement Contract by paying the Artist not less than two (2) week's contractual fees except if the Artist's ESCA Engagement Contract is terminated during the two (2) weeks prior to the specified Press Opening in which case the minimum payment shall be no less than four (4) weeks' contractual fee.
- (C) Special Conditions** **TourCo**
 During rehearsals for a production with a running time of ninety (90) minutes or less, or when the rehearsal period is two (2) weeks or less, a standard two (2) weeks' notice of termination may be given by either party as stipulated in Clause 59:02.

- 59:07 Termination After Press Opening** **MAIN**
(A) Notice
 Either party may terminate the ESCA Engagement Contract at any time on or after the date of the Press Opening by giving the other party termination notice of not less than two (2) weeks. If the Artist gives notice, the Theatre may determine whether or not the Artist is required to perform for the two (2) week duration.
- 59:08 Company Termination Before Press Opening** **MAIN**
 If a revue for which the Artist is engaged is discontinued, abandoned or postponed, before or during process, the Theatre shall pay the Artist two (2) weeks' contractual fees in lieu of notice. Additionally, the Theatre shall pay any additional sums due to the Artist, with the exception of Creative Compensation.
- 59:09 Extension of ESCA Engagement Contract**
(A) Absence of Option **BOTH**
 In the absence of an option to extend the ESCA Engagement Contract, should the Theatre wish to extend beyond the originally contracted final date of engagement for an Artist, the Artist, at their option, may upon announcement of said extension, terminate their ESCA Engagement Contract upon written notice, said termination to coincide with the originally contracted closing. Written notice under the above conditions may be less than two (2) weeks.
- (B) Written Agreement** **BOTH**
 Should the Artist agree to remain at the Theatre for the extension of the ESCA Engagement Contract, a written agreement, so stating, shall be executed by the Theatre, and a copy filed electronically with Equity.
- (C) Right to Negotiate** **BOTH**
 The Artist has the right to negotiate the terms and conditions under which they agree to the extension.
- 59:10 Absence due to Accidents Involving Extraordinary Risk** **BOTH**
 When the Artist shall have been absent for seven (7) days by reason of accident involving Extraordinary Risk, the Theatre may terminate the Artist's ESCA Engagement Contract by giving them two (2) weeks' notice. Equity may, at its discretion, upon appeal of the Theatre, reduce this period.
- 59:11 Absence Due to Illness or Accident**
(A) Termination For **BOTH**
 When the Artist shall have been absent for seven (7) consecutive days by reason of illness or accident, the Theatre may terminate the Artist's ESCA Engagement Contract at the end of the said seven (7) days effective immediately.
- (B) Payment** **BOTH**
 This seven (7) day period shall be compensated at the contractual fee, plus per diem if applicable. The Theatre may, at its discretion and in accordance with legislation require the Artist to present a doctor's certificate.
- (C) Replacement** **BOTH**
 In the event of an incapacitating accident or illness, the Theatre may replace the Artist immediately, but the Theatre shall be obliged to compensate the Artist for the full seven (7) days.
- 59:12 Payment When Artist is Not Allowed to Work Out Notice** **BOTH**
 Where it is provided in this Article that the Theatre may give notice of termination to the Artist during rehearsals, the Theatre will pay the Artist for the required termination notice period forthwith, and the Artist's contract is terminated effective immediately. Upon notice of termination of an Artist's ESCA Engagement Contract when they are no longer called upon to perform, the Artist shall be paid immediately and may forthwith accept other engagements.

59:13	Rights After Giving Notice When Artist Secures New Engagement	BOTH
	Should either party give the other any notice permitted under their ESCA Engagement Contract, which terminates the same, at any future date, and should the Artist have or secure a new engagement, they shall be permitted to attend those rehearsals under the new Equity Engagement Contract which do not conflict with the fulfilment of any of the Artist's obligations under their ESCA Engagement Contract or as stipulated in writing by Theatre to Artist.	
59:14	Return Transportation Costs	
	(A) Termination by Theatre	BOTH
	If individual notice of termination is given by the Theatre, it agrees to pay the Artist, in cash, the amount of the cost of transportation of the Artist, and their luggage back to place of residence, or to provide a ticket for same whether the Artist returns immediately or not.	
	(B) Termination by Artist	BOTH
	If the ESCA Engagement Contract is terminated by the Artist, the Theatre shall not be responsible for the Artist's return transportation. If the Artist has terminated their ESCA Engagement Contract in order to accept another Equity Engagement Contract, the Artist agrees to reimburse the Theatre for any transportation costs the Theatre may have to pay for the Artist's successor, if any, up to an amount not exceeding the total cost originally incurred by the Theatre in bringing the Artist to work with the Theatre.	
59:15	Filing of Notice	BOTH
	Copies of all notices of termination and/or extension referred to above shall be filed electronically with Equity within ten (10) business days.	
59:16	Growth or Physical Appearance	BOTH
	Under no circumstances shall an Artist's growth or change in physical appearance be considered grounds for termination, unless it impinges on the artistic integrity of the production, to be determined by the Theatre.	
59:17	Termination Due to Impairment	BOTH
	In the circumstances outlined in Clause 33:03, the Theatre may request relief from the provisions of this Article in order to terminate without further payment. Equity may grant such relief when it has been satisfied that the Artist was intoxicated or similarly impaired. Additionally, if a rehearsal or performance is cancelled as a result of these circumstances, the Theatre may request the Executive Director of Equity to decide if the Artist shall be liable for any loss incurred.	
59:18	Unauthorized Absence	BOTH
	When an Artist has been absent for six (6) or more consecutive calls without the Theatre's authorization, the Theatre may terminate the Artist's ESCA Engagement Contract effective immediately without any further payment.	
60:00	MILITARY SERVICE OR JURY DUTY	BOTH
	If the Artist is called to report for military service or jury duty, the Artist may terminate their ESCA Engagement Contract without penalty by giving the Theatre as much notice as the circumstances will permit. The Theatre agrees to pay the Artist's return transportation, and the Artist shall not be obligated for the payment of the transportation of their successor.	

61:00 STAGE MANAGEMENT

Preamble

BOTH

All personnel engaged to fulfil Stage Management duties shall be hired as independent contractors of the Theatre and must be contracted under the terms of the ESCA. Equity and The Second City, Inc. will consider it to be a breach of the ESCA if the Theatre uses non-Equity personnel to fulfil Stage Management duties as herein defined.

61:01 Equity Stage Management

BOTH

The Theatre agrees that it will engage only existing Equity Stage Managers for all Stage Manager positions on its staff. Equity will provide on request a current and up-to-date list of Stage Managers who have informed Equity that they are available for work. However, the Theatre shall not be obliged to engage a Stage Manager whom the Theatre judges to be incompatible with its needs. A person who is not already a member of Equity may be engaged as a Stage Manager with the written permission of Equity provided that the Theatre has publicly advertised the job, and conducted a search for, and considered existing Stage Manager members. Advertising will include the Theatre's website and/or sphere of social media pages and will also post on Equity's e-drive.

61:02 Script Changes

BOTH

After the Press Opening, the Stage Manager shall be responsible for ensuring that both the Director and the Theatre are made aware of any significant script changes or proposed changes. The Stage Manager shall also provide Understudies with any script changes as required.

61:03 Contractual Obligations Requiring Stage Manager's Assistance

BOTH

The Theatre will make its best efforts to inform the Stage Manager of any contractual obligations the Theatre has made which will directly affect the Stage Manager's engagement or will require the Stage Manager's assistance in ensuring compliance. Such contractual obligations may include dressing room assignments or contracted days off.

61:04 Consultation on Selection of Stage Management Personnel

MAIN

Whenever possible, the Stage Manager position shall be filled prior to the Apprentice Stage Manager. The Stage Manager shall have input in the selection of the Apprentice Stage Manager on a production if applicable.

61:05 Stage Management Staffing Formulae

BOTH

The Theatre will engage sufficient personnel to ensure the safe and efficient running of a production.

(A) Requirements

BOTH

There shall be at least one (1) Stage Manager for each Revue or TourCo Company.

(B) Assistant Stage Managers

BOTH

There shall be no requirement to engage an Assistant Stage Manager for any production mounted under the ESCA.

(C) Apprentice Stage Managers

MAIN

The Theatre may choose to engage an Apprentice Stage Manager for any Mainstage Revue. The selection of an Apprentice Stage Manager shall be made jointly by the Stage Manager for the Revue and the Theatre.

61:06 Pre-Production Preparation

(A) Term of Engagement – Mainstage

MAIN

All Stage Managers shall be engaged for one (1) day prior to the commencement of Process unless the Theatre and the Artist agree that the period is not required or the Stage Manager is currently under contract for the Theatre on the Mainstage Revue in performance. The daily remuneration for a Stage Manager not already under contract shall be no less than one-quarter (1/4) of the week's contractual fee.

- (B) **Term of Engagement – Touring Company** **TourCo**
 The Stage Manager on a TourCo production shall be engaged for no less than one (1) day of preparation time prior to the first company call for which they are Stage Manager. Such a day shall be paid at one hundred twelve percent (112%) of their performance fee. This day need not be immediately prior to the first company call, but may not be more than seven (7) days prior.
- (C) **Replacement Stage Management Personnel** **MAIN**
 Where a replacement Stage Manager will be taking over during Process, the replacement Stage Manager shall be engaged with no fewer than three (3) days overlapping the out-going Stage Manager.
 Where the replacement Stage Manager will be taking over following the official Press Opening, the replacement Stage Manager shall be engaged for no fewer than two (2) days overlapping the out-going Stage Manager.
- (D) **Apprentice Stage Managers** **MAIN**
 There shall be no requirement for pre-production preparation time for an Apprentice Stage Manager.

61:07 Additional Benefits **BOTH**
 Where an Artist has been engaged by the Theatre under the terms of Article 61:00, for no less than sixteen (16) weeks in duration, or a minimum of two (2) contracts spanning sixteen (16) weeks in total, they may be eligible for additional employee benefits that the Theatre provides to its seasonal, or if applicable, full-time employees who are not subject to a collective agreement. These benefits may include but are not limited to insurance coverage, RRSP contributions in excess of a three percent (3%) management contribution, and additional vacation increments.

61:08 Apprentice Stage Managers **MAIN**
 It is acknowledged that an Apprentice Stage Manager position is a training position and is not to replace the need for additional stage management staffing.
 An Apprentice Stage Manager may, unless otherwise provided for in the ESCA, be engaged under terms and conditions outside the ESCA, and may not be required to tour. Equity agrees to consider any request from a member of a professional performing artists' association or union for permission to register as an Apprentice.

- (A) **Registration** **MAIN**
 For each Apprentice, the Theatre shall file an Apprentice Stage Manager Registration Form signed by the Apprentice and stating that they are not now and never have been a member of any performing artists' association or union. The form shall be accompanied by a fee to be determined by Equity, seventy-five dollars (\$75.00) of which shall be paid by the Theatre, for each revue for which the Apprentice has been hired.
- (B) **Maximum Number** **MAIN**
 There shall be no more than one (1) Apprentice Stage Manager engaged for each Mainstage Revue.
- (C) **Fee Paid to Apprentice Stage Manager** **MAIN**
 The Theatre will endeavour to pay an Apprentice Stage Manager a fee commensurate with the work they are responsible to undertake, but in no case less than the applicable provincial minimum wage.
- (D) **Hours of Work** **MAIN**
 An Apprentice Stage Manager shall not be required to work hours in excess to those hours worked by other Stage Management personnel.
- (E) **Length of Engagement** **MAIN**
 There shall be no maximum length of engagement for an Apprentice Stage Manager, however, an Apprentice must be engaged at least two (2) weeks up to and including the official Press Opening and may not participate in more than one (1) Process under a single apprenticeship.

- 61:09 Prohibited Duties** **BOTH**
Equity members of the Stage Management staff are not permitted to accept responsibility for:
- (A) **Fulfilling Duties of Union Members** **BOTH**
Fulfilling the duties of union members whenever members of unions are engaged for a production.
- (B) **Fulfilling Duties of Theatre Management** **BOTH**
Negotiating contracts, having riders signed or initialled, negotiating salaries or carrying out any other function which is normally the duty of the Theatre. Under no circumstances shall Stage Management personnel be required to execute the above functions on behalf of the Theatre 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** **BOTH**
Signing or posting the closing notice of a company or the individual notice of an Performer or any other member of a company.
- (D) **Building Maintenance** **BOTH**
Doing building maintenance, janitorial, or custodial work. This does not preclude the usual maintenance of rehearsal halls and stages as may be considered in some Theatres to be part of Stage Management duties to be completed during preparation time.
- (E) **Payroll** **BOTH**
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 Theatre informed of developments that may involve unexpected major expenses.
- (F) **Serving Meals** **BOTH**
Serving meals for the Performers. At the discretion of the Stage Manager, Stage Management personnel may order and/or obtain meals for the Performers, but shall not assume any personal financial commitment in this regard.

- 61:10 Understudying and Performing** **BOTH**
A Stage Manager may not understudy a Performer. However, a Stage Manager may perform in no more than one (1) scene in a production with no more than five (5) lines of dialogue with an additional payment of not less than the fee below. The Stage Manager shall not be required to perform as a condition of engagement and should a replacement Stage Manager decline to perform, the scene shall be altered to accommodate the Artist.

2026-2028			
	2026	2027	2028
Weekly Minimum	\$8.91	\$9.36	\$9.73

- 61:11 Duties and Responsibilities of Stage Management** **BOTH**
In addition to those duties detailed in Article 33:00, the duties and responsibilities of Stage Management personnel are defined within this Clause, unless other or additional duties are agreed to by a rider at the time of contracting.
- (A) **Discretion in Organization of Work** **BOTH**
The Theatre recognizes that the Stage Manager holds a position of supervisory responsibility and, as such, may exercise discretion in arranging their own work. Such discretion shall be exercised by the Artist, after consultation with the Theatre's designated representative. The Artist cannot be held responsible for any overtime which may arise through circumstances beyond their control.

- (B) Organization of Rehearsals and Performances** **BOTH**
 The Stage Manager shall organize and supervise all rehearsals and performances, and endeavour to uphold the terms of the ESCA, the requirements of Equity's Constitution, Bylaws and any regulations governing its membership, and any management rules and regulations not in conflict with the ESCA and to consult with the Liaison and the Theatre's designated representative where necessary.
- (C) Scheduling Rehearsal Calls** **MAIN**
 In accordance with the requirements of the Theatre, the Director, and the terms of this Agreement, the Stage Manager shall be responsible for the calling of all rehearsals, whether before or after Press Opening, and for the scheduling of other company or individual calls related to a production.
- (D) Scheduling Set-Ups, Strikes, Load-Ins and Load-Outs** **BOTH**
 For productions that occur away from the Theatre's regular place of performance, the Stage Manager shall schedule and control set-ups, strikes, load-ins and load-outs if required by the Theatre.
- (E) Co-ordination and Communication** **BOTH**
 The Stage Manager shall work with the Director and co-ordinate and communicate with the heads of all other departments during process, while on tour and after Press Opening.
- (F) Scene Change Rehearsals and Cueing Sessions** **BOTH**
 The Stage Manager shall be present at all scene change rehearsals and cueing sessions for the production that will come under the supervision of Stage Management during rehearsals or performances. For the purpose of this Clause, a cueing session shall include any period of time during which the Director and designer are building cues, "looks", or potential cues for a production onstage.
- (G) Running Order and Cue Sheets** **BOTH**
 The Stage Manager shall create and maintain the running order of the show to be posted backstage as well as any required cue sheets. The Stage Manager will submit this paperwork to the Theatre at the end of the run of the production or as requested by the Theatre.
- (H) Maintenance of Artistic and Technical Intentions** **BOTH**
 The Stage Manager shall maintain, to the best of their ability, the artistic and technical intentions of the Director, Theatre and designers after Press Opening and, upon approval of the Theatre, shall call rehearsals when necessary, and shall prepare Understudies or replacement cast members when or if the Director or Theatre is unavailable or declines this prerogative.
- (I) Show Reports** **BOTH**
 During the rehearsal period or process, the Stage Manager shall communicate with the Theatre's designated representative about running times and any problems in the artistic or technical elements of the production. During performance this communication must be written and filed with the Theatre's representatives (up to seven (7) representatives as designated by the Theatre, and on the request of the Theatre, the Director of the production) in the form of a daily show report. Additionally, Equity may request, with a reasonable cause, a copy of the daily show report. Such request will not be unreasonably withheld.
 The Stage Management show report shall be treated as confidential. Nevertheless, when an Artist receives a reprimand or complaint from the Theatre based on the report, the Artist has the right to access any portion of the report which may have been the basis for the reprimand or complaint, and the Stage Manager shall be so informed immediately.

- (J) **Record-Keeping** **BOTH**
The Stage Manager shall keep such records as may be necessary to advise the Theatre, the Liaison and/or Equity on matters of company discipline and other business related to the rights and obligations of Artists, such as, but not limited to, attendance, overtime, meal breaks, costume and photo calls, working environment health and safety.
- (K) **Health and Safety** **BOTH**
The Stage Manager shall keep such records as are necessary and take all necessary precautions to see that safe and clean conditions exist both on stage and backstage as well as in rehearsal halls, and shall immediately advise the Theatre's designated representative and Equity if the health and safety provisions of the ESCA are not being maintained.
- (L) **Physical Welfare of Company Members** **BOTH**
In the absence of a company manager, the Stage Manager shall be prepared to assist and advise members of the company on matters relating to their physical welfare, and to this end shall, among other things, see that first aid supplies, listings of emergency services and medical advisors, and insurance and accident report forms are provided to the Artists.
- (M) **Dressing Area** **BOTH**
The Stage Manager has the authority to keep the Performers' dressing area free of all unnecessary personnel during any half-hour call or intermission.
- (N) **Backstage Area** **BOTH**
During performances, the Stage Manager is in sole charge of the backstage area. In addition, the Stage Manager is in charge of cueing the movement of all scenic elements, technical elements, and Performers.
This Clause does not preclude the Music Director from operating sound cues as required.
- (O) **Collection of Valuables** **BOTH**
The Stage Manager shall implement provisions made by the Theatre for the security of personal property and notify the Theatre's designated representative when security provisions for Artist's valuables are not available or operable.

61:12 Other Duties **BOTH**
As the duties of Stage Management may differ from theatre to theatre, it is required that the Theatre discuss these duties with the Stage Management personnel prior to signing the contract. Any other duties than those previously defined herein shall be contracted separately in writing and included as a rider to the contract. The Stage Manager and the Theatre shall be free to negotiate additional compensation for such other duties. This does not preclude Stage Management personnel from performing other duties in an emergency.
The Stage Manager may, at their own discretion, use preparation time to accomplish such other duties as long as they do not interfere with the regular preparation duties. If these other duties cannot be accomplished within the regular work hours and/or during the preparation hours, then regular overtime shall apply, and confirmation of this requirement shall be included in the rider to the Artist's contract.
Such other duties include, but may not be limited to, the following:

- (A) **Laundry Duties** **BOTH**
Any situation where Equity Stage Management personnel, in the absence of wardrobe personnel, is responsible for the collecting, washing, drying, ironing and/or maintenance of any costumes worn by a Performer.
- (B) **Wig Maintenance** **BOTH**
Any situation where Equity Stage Management personnel, in the absence of a hair stylist, is responsible for the setting, cleaning and general maintenance of any wig or hair piece worn by a Performer.

- (C) **Props Repair and Purchasing** **BOTH**
Any situation where Equity Stage Management personnel is responsible for the repair and purchase of properties.
- (D) **Running Props/Purchase and Preparation** **BOTH**
Any situation where Equity Stage Management personnel, in the absence of a technician or props department, is responsible for the purchase and/or preparation of food and beverage items for a production which require extraordinary preparation time.
- (E) **Operating and/or Maintaining Pyrotechnics and Practical Guns** **BOTH**
Provided that the Artist is appropriately trained and legally certified to operate and/or maintain pyrotechnics (pursuant to the Explosives Act), and firearms and replicas (pursuant to the Firearms Act), the Artist may be engaged to accept such responsibility.
- (F) **Typing Scripts** **BOTH**
Any situation where Equity Stage Management personnel is responsible for the typing of a full script or script changes on a daily basis.

61:13 Lights and Sound Operation **BOTH**
The Theatre may require the Stage Manager to operate lighting and/or sound boards. It is understood that this operation is considered to be included in the Stage Manager's Minimum Contractual Fee. Furthermore, due to the changing nature of performances, the Stage Manager may be required to create, amend and adjust basic lighting and/or sound cue as required, particularly in the later part of Process for a Revue, and such additional work is included in the Mainstage Stage Manager's Process Week Four (4) to Eleven (11) Minimum Contractual Fee.

When the Theatre does not engage a Lighting or Sound Designer for a Production or Revue and these duties rest solely upon the Stage Manager, these roles shall be remunerated at no less than fifteen-hundred dollars (\$1,500) for a Mainstage production and five hundred dollars (\$500) for an in-house TourCo Production.

61:14 Production Meetings **BOTH**
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.

(A) **Outside Rehearsal/Preparation Time** **MAIN**
Production meetings requiring the attendance of Stage Management personnel outside the regular rehearsal hours and/or preparation time limits may not exceed a one (1) hour session within an engagement week. Meetings in excess of these limits will require the payment of overtime where the Theatre requires the Stage Management personnel to remain. Such overtime must have the prior authorization from the Theatre's designated representative.

(B) **After an On-Stage Rehearsal** **MAIN**
Any meetings held at the conclusion of an on-stage rehearsal which involve the discussion of elements of the production which directly affect the duties and responsibilities of the Stage Manager shall be designated a production meeting. Such meetings must commence no later than fifteen (15) minutes after the release of the Performers.

61:15 Stage Management Working Day **BOTH**
A Stage Management working day begins with the first stage management activity of the day and ends with the completion of the final Stage Management activity of the day. The activity may be preparation, cueing, a Performers rehearsal call, travel, a meeting or any other Stage Management call. The Stage Management working day comprises the allowable rehearsal hours and/or performance hours plus preparation allowances per Clause 61:16. The above limits are increased by the time of production meetings, as provided for by Clause 61:14.

61:16 Preparation Time**MAIN**

The nature of Stage Management duties and responsibilities involves additional preparation time before and after each rehearsal and performance. It is also recognized that Stage Management personnel will have varied degrees of experience and personal approaches to their work. Therefore, the length of time required for preparation will also vary. However, it is the intention of this Clause to allow what is considered to be a reasonable time period to accomplish the preparation work, and is not intended to allow for overtime payments that may occur as a result of the particular style of the Stage Management personnel.

Preparation time is separate from the half-hour call and any allowable rehearsal hours. Preparation time is not transferable to another day.

The following are the maximum hours an Artist may be required to work:

(i) Rehearsal Only Day**MAIN**

On a day with only rehearsal, seven (7) out of eight-and-a-half (8-1/2) hours of rehearsal plus a combined total of one-and-a-half (1-1/2) hours of pre- and post-rehearsal work.

(ii) Performance Only Day (One and Two-Show Days)**MAIN**

On a day with only one (1) or two (2) performances:

- (a) Arrive up to one (1) hour before half-hour call
- (b) Performance
- (c) Depart no later than thirty (30) minutes after curtain down
- (d) During process, depart no later than one (1) hour after curtain down
- (e) On a two (2) show day there must be a minimum of a one (1) hour meal break between show calls

(iii) Rehearsal then Performance Day**MAIN**

On a day with a rehearsal followed by a performance:

- (a) Arrive up to one (1) hour before rehearsal
- (b) One (1) continuous rehearsal call of not more than five (5) hours
- (c) Meal Break of not less than one-and-a-half (1-1/2) hours
- (d) Arrive up to one (1) hour before half-hour call
- (e) Performance
- (f) Depart no later than thirty (30) minutes after curtain down
- (g) During process, depart no later than one (1) hour after curtain down

(iv) Performance then Rehearsal Day**MAIN**

On a day with a performance followed by rehearsal:

- (a) Arrive up to one (1) hour before half-hour call
- (b) Performance
- (c) Break no later than thirty (30) minutes after curtain down
- (d) Meal Break of not less than one-and-a-half (1-1/2) hours
- (e) Arrive up to one-half (1/2) hour prior to rehearsal
- (f) One (1) continuous rehearsal call of not more than five (5) hours
- (g) Depart no later than one-half (1/2) hour after rehearsal.

Where Stage Management personnel and the Theatre agree that additional preparation time beyond these limits is necessary to affect the efficient running of the rehearsals/performance, then the preparation time may be extended by a negotiated rider to the contract. Any overtime incurred by extending the preparation time beyond the above limits, or any other limit previously agreed upon, must be approved by the Theatre's designated representative prior to being incurred.

61:17 **Stage Management Overtime**

(A) Approval **BOTH**

Any overtime incurred by extending the preparation time beyond the limits set out in Clause 61:16 or any other limit previously agreed upon, and any overtime which would result from other Stage Management scheduling decisions, must be approved by the Theatre's designated representative. If the Theatre's designated representative is not available for such approval, and the working of such overtime is paramount to safety, travel schedule or the efficient running of the production, such overtime may be approved at the discretion of the Stage Manager, in which case the Stage Manager shall inform the Theatre's designated representative of such overtime in a timely fashion.

(B) Reporting **BOTH**

All overtime claims shall be submitted to the Theatre for payment within one (1) week of such overtime having been incurred. Once the overtime claim has been received by the Theatre, payment is due in the week following.

Overtime claims not disputed by the Theatre and in arrears of more than one (1) month are subject to a one percent (1%) late charge per month.

Equity may request and within a reasonable timeframe receive any Stage Management time sheets for weeks during which overtime was claimed.

(C) Regular Overtime Rates **BOTH**

Except as otherwise specified elsewhere in this Agreement, the regular overtime rate shall be the amount stipulated in the chart below.

2026-2028			
	2026	2027	2028
Per Half Hour	\$27.50	\$27.50	\$27.50

Except for as provided for elsewhere in the ESCA, all overtime must be approved in advance by the Theatre's designated representative.

61:18 **Vehicle Use** **BOTH**

If Stage Management personnel are required to use their own vehicles to transport goods or people for the Theatre, they will be compensated for mileage in accordance with the rate stipulated below. Stage Management personnel must obtain permission from the Theatre's designated representative before using their own vehicle for such purposes.

2026-2028	
Per Kilometre	\$0.65

61:19 Stage Management Email Addresses and Use of Personal Computers and Phones

(A) **Email** **BOTH**
The Theatre shall provide Stage Management staff with a Second City email account to use for the duration of an engagement.

(B) **Computer Access** **BOTH**
All Stage Managers shall have access to a reasonably new working computer or laptop to complete stage management duties throughout the engagement period. Should the Theatre be unable to supply the above, the Theatre may, at the Artist's discretion, ask the Stage Manager to use their personal computer or laptop at a rental fee of not less than stipulated below per week, and the item shall remain the property of the Artist for the duration of the rental. The negotiated terms of the rental shall be included in a rider to the Artist's ESCA Engagement Contract.

2026-2028			
	2026	2027	2028
Weekly Minimum	\$22.29	\$23.41	\$24.34

(C) **Cell Phone** **BOTH**
The nature of any anticipated costs to the Artist for cell phone usage while on tour or while working in locations without free Wi-Fi shall be negotiated and agreed upon prior to the signing of the Artist's ESCA Engagement Contract. It is the spirit of this Clause that the Artist will not be out of pocket for cellular expenses over and above their regular monthly bill as a result of completing their stage management duties.

61:20 Emergency Replacement

(A) **Mainstage** **MAIN**
An Artist not under an ESCA Engagement Contract to the Theatre replacing a Mainstage Stage Manager who is absent due to illness, injury, or some other emergency not related to the Theatre, shall be signed to an ESCA Engagement Contract and paid not less than two-sixths (2/6ths) of the applicable minimum weekly fee per performance and partial week payments, plus double overtime if any rehearsals are required or alternatively contracted on a standard ESCA Engagement Contract - choice to be made by the Theatre.

(B) **Touring Company** **TourCo**
An Artist not under an ESCA Engagement Contract to the Theatre replacing a TourCo Stage Manager who is absent due to illness, injury, or some other emergency not related to the Theatre, shall be signed to an ESCA Engagement Contract and paid not less than two hundred percent (200%) of the applicable performance fee per performance and partial week payments, plus double overtime if any rehearsals are required or alternatively contracted on a standard ESCA Engagement Contract - choice to be made by the Theatre.

61:21 Stage Management Understudy Assignment

TourCo
A Stage Manager engaged for the Touring Company may be contracted to understudy the Mainstage Stage Manager provided this understudy assignment is negotiated in a rider to the Artists ESCA Engagement Contract.

(A) **Payment** **TourCo**
An Artist shall be paid an amount of not less than three sixteenths (3/16) of the minimum weekly Mainstage fee for the first three (3) times that they perform an understudy track in an Engagement Week and not less than one eighth (1/8) of the minimum weekly Mainstage fee for the fourth (4th) through eighth (8th) performance in an engagement week. These payments shall appear in the remittance paperwork and shall be subject to standard deductions.

- (B) Insurance Premium** **TourCo**
Any TourCo Artist who understudies a Mainstage Stage Manager for six (6) or more performances in an engagement week shall have the Mainstage Insurance premium deducted and remitted for that week.

62:00 DIRECTORS AND CHOREOGRAPHERS

62:01 Contract Requirements

- (A) Terms and Conditions** **BOTH**
Directors and Choreographers must be engaged according to terms and conditions no less favourable than those set out in this Agreement. Directors and Choreographers who are not members of Equity and not members of another performing arts union or association shall not be required to join Equity, but all Directors and Choreographers must sign an ESCA Engagement Contract.
- (B) Choreographer Requirement** **BOTH**
The hiring of a Choreographer shall be at the sole discretion of the Theatre except as provided for in Clause 62:09 (B).

62:02 Completion of Contract **MAIN**

The Director or Choreographer's contract shall be completed at the end of the day of the official Press Opening. Should the Director or Choreographer be required for work after this time, the rates stipulated below shall apply in addition to the applicable Insurance Top-Up.

62:03 Giving Notes During the Performance Run **BOTH**

The Director or Choreographer shall, at their own choice, have the option to give notes electronically to the Performers during the performance run provided that they copy the Theatre and convey the notes through the Stage Manager to the Performers and the notes are given during allowable rehearsal hours.

62:04 Direction or Choreography Altered **BOTH**

Given the improvisational nature of the Theatre's work Artists may alter the direction or choreography after Press Opening. Where the Director or Choreographer does not agree with the changes made, they shall have the option of having their name removed from programs and publicity materials produced subsequent to the notice to remove the Director or Choreographer's name.

62:05 Duties of a Director

- (A) Rehearsals** **BOTH**
The Director shall conduct rehearsals, appear promptly for all scheduled rehearsals, respect the physical property of the production, theatre and place of rehearsals, conduct rehearsals in a manner that does not violate of any terms of the ESCA, abide by particular artistic policies of the Theatre, and generally fulfil the artistic planning and production contributions commonly within the scope of the functions of the Director.
- (B) Meetings and Consultations** **BOTH**
The Director shall be available for such meetings and consultations as are required by the Theatre, particularly with designers and the Theatre's production personnel. Such meetings and consultations shall be agreed to in advance and included in the ESCA Engagement Contract, or, after signing, in a rider thereto, and must be specific as to dates, times, locations, and remuneration of travel and accommodation expenses.

- (i) **Before Signing** **BOTH**
Before agreeing to direct a production, a Director has the right to knowledge of, but not approval of, the following production arrangements: the name of the Stage Manager and plans for crewing of the proposed production; the proposed production budgetary limitations in some detail, and any change made in these limitations as soon as they are made; planned rehearsal production schedules, and the availability of all Performers to rehearse; the proposed length of run of the production; and any casting and design decisions, and any particular artistic policies of the Theatre.
- (ii) **After Signing** **BOTH**
Subsequent to the engagement of the Director, decisions regarding production and rehearsal schedules, casting, designer, scenery, lighting and costuming will be made in consultation with the Director in person, by email or by telephone if the Director is readily available for such consultation.
- (iii) **After Opening** **MAIN**
After the Press Opening of the production, the work of the Director (including cast replacements) shall not be changed or deleted by the Theatre unless:
 - (a) required by emergency; or
 - (b) the physical conditions of the theatre necessitate change and/or deletions; or
 - (c) where the foregoing conditions do not apply, the Director is first consulted with respect to the proposed changes. In the event that the Director does not respond to the Theatre's request for consultation within forty-eight (48) hours the Theatre may alter the work as required without penalty.

- (C) **Promotion of Production** **BOTH**
The Director agrees to promote the production and may make reasonable publicity appearances and participate in radio, television and press interviews for that purpose. In addition, the Director shall be generally supportive of the Theatre's interest during the term of their contract.

62:06 **Duties of a Choreographer**

- (A) **Rehearsals** **BOTH**
The Choreographer shall conduct dance rehearsals, appear promptly for all scheduled rehearsals, respect the physical property of the production, theatre, and place of rehearsal, conduct rehearsals in a manner not in violation of any terms of the ESCA, abide by particular artistic policies of the Theatre, and generally fulfil the artistic planning and production contributions commonly within the scope of the functions of the Choreographer.
- (B) **Meetings and Consultations** **BOTH**
The Choreographer shall be available for such meetings and consultations as are required by the Theatre, particularly with the Director and Music Director. Such meetings and consultations shall be agreed to in advance, and included in the ESCA Engagement Contract, or after signing, in a rider thereto, and must be specific as to dates, times, locations, and remuneration of travel and accommodation expenses.
- (C) **Promotion of Production** **BOTH**
The Choreographer agrees to promote the production and may make reasonable personal publicity appearances and participate in radio, television, and press interviews for that purpose. In addition, the Choreographer shall be generally supportive of the Theatre's interests during the term of their contract.

- 62:07 Royalties**
- (A) **Requirement For Royalty - Mainstage** **MAIN**
Directors for Mainstage Revues shall receive royalty payments beginning with the week of the official Press Opening and concluding the week prior to the beginning of a new process.
- (B) **Amount of Royalty** **MAIN**
The negotiated royalty shall be not less than ten percent (10%) of the Artist's negotiated contractual weekly fee for each week containing at least one (1) performance. The negotiated royalty shall appear on the Director's ESCA Engagement Contract.
- (C) **Deductions** **MAIN**
Royalty payments shall appear on the Remittance Spreadsheet and shall be subject to standard deductions.
- (D) **Choreographers** **MAIN**
Royalty payments shall not apply for Choreographers unless a royalty has been specifically negotiated and is contained in a rider to the Artist's ESCA Engagement Contract.
- 62:08 Custom of the Trade** **BOTH**
The Director or Choreographer's contribution to the production may be seen to be represented in part by tangible records and recordings of the production, and therefore the Director or Choreographer as a contributor to the production has the right of reasonable access to such records. Any costs incurred under this determination shall be borne by the Director, Choreographer or their representative.
- 62:09 Multiple Assignments**
- (A) **Stage Managing** **BOTH**
No Director or Choreographer shall stage manage the production which they are directing.
- (B) **Choreographing** **BOTH**
A Director who is required to choreograph a dance sequence or sequences of a combined total of more than forty-five (45) seconds shall be paid not less than seventy-five percent (75%) of the Choreographer minimum Daily Engagement rate for the Touring Company for each day that choreography is set. This shall be stated in a rider to the Artist's ESCA Engagement Contract and standard deductions shall apply. Royalty payments under Clause 62:07 shall not apply in this situation.
- 62:10 Assistant Directors and Assistant Choreographers**
- (A) **Requirement for Engagement Contract** **MAIN**
The execution of an insurance only ESCA Engagement Contract is required for all Assistant Directors or Assistant Choreographers. There are no specific minimum fee requirements in the ESCA for Assistant Directors or Assistant Choreographers; however, insurance deductions will apply for both Equity members and for non-members.
- (B) **Emergency Replacement of Director or Choreographer** **MAIN**
It is the essence of the ESCA that the Director or Choreographer shall be available to attend rehearsals. Except in the case of an emergency which necessitates the Director or Choreographer's absence of one (1) week or less, the Assistant Director or Assistant Choreographer may not be required to rehearse a production unless they have been contracted as a Director or Choreographer under terms and conditions to be agreed to by Equity, such agreement not to be unreasonably withheld.

62:11	Training and Professional Development	MAIN
	In the interests of the training and professional development of Canadian Directors and Choreographers, whenever a non-Canadian (or Permanent Resident in Canada) is engaged as a Director or Choreographer, a Canadian member of Equity shall be offered a position as Assistant Director or Assistant Choreographer. In the event that a Canadian Equity member is not engaged as an Assistant Director or Assistant Choreographer, Equity may request a list of members who were offered and declined the position.	
63:00	FIGHT DIRECTORS	
63:01	Mainstage	MAIN
	Should the Theatre at any time be required to engage a Fight Director for a Mainstage Revue, said engagement shall be done under all terms and conditions of Article 61:00 Fight Directors of the Independent Theatre Agreement and Company Category A+ to D rates shall be applicable.	
63:02	Touring Company	TourCo
	Should the Theatre at any time be required to engage a Fight Director for a TourCo production, said engagement shall be done under all terms and conditions of Article 61:00 Fight Directors of the Independent Theatre Agreement and Company Category E to G rates shall be applicable.	
64:00	INTIMACY DIRECTORS	BOTH
	A production may contain scenes with intimacy that the Theatre or Artists may determine require special expertise to ensure the comfort, well-being and safety of those involved. If, at any time, an Artist in a production or revue wishes to have an Intimacy Director made available to them, the Artist and the Theatre will engage in consultation about if, when, and how an Intimacy Director will be engaged, and the Theatre will decide how best to proceed. Notwithstanding the above, a minimum of twice annually the Theatre will engage an Intimacy Director to conduct a workshop with the Artists during regular rehearsal hours. For Mainstage Artists, this workshop will occur during the first two (2) weeks of Process for a new Revue. For TourCo Artists, this workshop will occur during the first week of rehearsals for a new production. It is expected that the Artists under contract at the time of the workshop will attend. Should the Theatre make the determination to engage an Intimacy Director for such a production, they shall be engaged under the terms and conditions of Article 64:00 Intimacy Directors of the Independent Theatre Agreement. For Mainstage, Company Category A+ to D rates shall be applicable and for TourCo, Company Category E to G rates shall be applicable.	
65:00	TERM OF AGREEMENT	BOTH
	The ESCA becomes effective on January 5, 2026 and expires after 11:59 p.m. on December 31, 2028.	

ESCA

2026 – 2028

Canadian Actors'

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