

NAC MDA

begins September 1, 2024 | terminates August 31, 2029

Canadian Actors'
EQUITY
Association



NATIONAL ARTS CENTRE
CENTRE NATIONAL DES ARTS
Canada is our stage. Le Canada en scène.

NATIONAL ARTS CENTRE MUSIC DEPARTMENT AGREEMENT

2024 - 2029

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PREAMBLE

(A) Parties to this Agreement

The parties to this agreement are as follows:

The Music Department of the National Arts Centre Corporation, having its principal place of business and head office in the City of Ottawa, Province of Ontario, Canada (hereinafter called the NAC or Corporation); and Canadian Actors' Equity Association (hereinafter called Equity).

(B) Recognition of Equity

Except where the certification of Union des Artistes under the Status of the Artist Act (hereinafter referred to as The Act) applies, the NAC recognizes Equity as the bargaining agent for Artists as follows:

The Term "Equity" as used in this Agreement shall refer to Canadian Actors' Equity Association. The NAC acknowledges that Equity represents the following Artists involved in the sector of live performance, as identified in Equity's Status of the Artist Act certification issued by the Canadian Association of Artists and Producers Professional Relations Tribunal and dated April 25, 1996:

"...independent contractors engaged to perform the function of actor (including principal, chorus, journeyman, apprentice actor, mime, narrator, local jobber, swing/understudy, or extra), singer (including soloist, performer, ensemble studio artist, chorus member, apprentice, understudy/cover or extra), dancer (including guest artists, apprentice dancer or understudy/sharer), production stage manager, stage manager, assistant stage manager, stage management apprentice, stage director, assistant stage director, fight director, fight captain, choreographer, assistant choreographer, dance captain, ballet master or mistress, resident choreologist, coach or repetiteur in a live performance in theatre, opera, ballet, dance, industrial show, cabaret show or concert performance whether or not such performance or entertainment is presented in a theatre or elsewhere, with the exceptions of: (a) singers covered by the 1996 understanding between Canadian Actors' Equity Association and the American Federation of Musicians of the United States and Canada; and (b) independent contractors in the enumerated categories who are covered by the 1992 agreement between Canadian Actors' Equity Association and the Union des Artistes."

(C) Definition of Artist

The term "Artist" in this Agreement shall mean all the categories listed in Preamble B above, as well as Intimacy Director and Intimacy Captain.

(D) Application of Agreement

This agreement applies when the NAC contracts directly with an individual Artist (or the Artist's personal company) uniquely for the services of that Artist. This Agreement does not apply in the following cases:

(1) Amateur Artists

To the engagement of amateur artists;

(2) Self-Contained Groups

To the contracting of self-contained groups, whether professional or amateur, (for example, but not limited to, the Toronto Mendelssohn Choir, Five By Design, Platypus Theatre, Ottawa Choral Society, the National Ballet of Canada);

(3) Individual Artist or Artists

To the contracting of an individual Artist or Artists who are to perform at the NAC as part of a pre-packaged show, all or most of which is produced by the Artist for repeated performances in various venues, even though the NAC may provide the services of its Orchestra and a conductor;

(4) Third Party Engagers

To third party engagements, defined as any contract between the NAC and a contractor, association, corporation, or legal entity where that entity, in turn, contracts for the services of Artists to perform at the NAC. Furthermore, this Agreement does not apply to the contracts between that Entity (third party) and any Artists with whom it contracts. This exclusion does not deal with agents or representatives who act for a principal in negotiating or securing engagements or to the engagement of Artists who provide their own accompanist.

(5) NAC Training Programmes

To the performances or activities of an Artist participating in training programmes produced or presented by the NAC. Examples of such programmes include, but are not limited to, the NAC Young Artists Programme, the NAC Young Composers Workshop, and the NAC Conductors Workshop. In these cases, the participating student or professional-in-training may perform at public concerts for a paying audience without this Agreement applying. The services of Artists as teachers, coaches, or master performers in these professional development programs are also excluded from this Agreement, except if a teacher, coach, or master performer engaged to provide training participates in a public concert for a paying audience as part of the professional training programme, the services of that Artist for that performance shall fall under this Agreement.

(6) Rentals and Self-Presents

To rentals and self-presents, even when no rent is charged.

The examples provided in Preamble D are to illustrate the general intentions of the Parties and do not limit the application of Preamble D to like situations.

(E) Local Situations

The parties recognize specific local situations may exist for the NAC, and in order to deal with such specific local situations, Equity and the NAC may agree to special changes or alterations to this Agreement which shall be attached to this Agreement as a Schedule.

(F) Paragraph Headings and Indexes

Paragraph headings and the indexes used herein are inserted for convenience only and are not a part of this Agreement and Clauses.

1:00 POWERS OF EQUITY AND THE NAC

1:01 Exclusive Bargaining Agent

The NAC acknowledges and recognizes that Equity is the exclusive bargaining agent for all persons defined as Artists in Preamble B and C and engaged by the NAC, except for those situations addressed in Preamble D and Clause 1:02 herein. Whenever an Artist is engaged, it shall be under the terms of an Equity contract.

1:02 Negotiation of Individual Engagement Contracts

Notwithstanding the provisions of Clause 1:01 above, the NAC may negotiate with Artists and Artists' representatives, and contract such Artists, using contract forms as provided for in Article 23:00 and addressing the particular terms of the individual engagement contracts, without the involvement of Equity in such individual negotiations and contracting. The negotiation and terms of the individual engagement contract may not however waive any of the minimum conditions of or be in conflict with the terms of this agreement.

1:03 Management Rights

All matters relating to the conditions of work of Artists not inconsistent or specifically dealt with by this Agreement or not otherwise regulated by law are understood to be within the exclusive prerogatives and domain of the NAC.

Except where qualified by the specific terms of this Agreement, management of the NAC's operations and the direction of the Artist will continue to be vested in the NAC.

The NAC has the exclusive right and power to manage its operations and direct the Artists, and to engage and discharge Artists subject to the terms of arbitration set out in Article 36:00 of this Agreement.

1:04 Access by Equity

Authorized representatives of Equity shall have free access to all members of Equity at all times, inclusive of rehearsals or performances. There shall be no interruption of work in progress except where deemed essential in order to address an emergency situation. Equity representatives shall notify the NAC in advance of such visits, whenever possible.

1:05 Equity Logo

The Equity name and logo shall appear in all programs for the NAC Orchestra, whether printed or online. The Equity logo shall be supplied by Equity.

Each Artist shall be identified by an asterisk which shall cross-reference to the Equity name and logo appearing in the program.

2:00 MEMBERSHIP REQUIREMENTS

2:01 Membership

(A) Equity Members

As a condition of engagement, a member of Equity shall be a member in good standing for the duration of their engagement.

(B) Non-Members

(i) Member of Another Association or Union

An Artist who is a member of another performing arts association or union may be subject to the provisions of the applicable reciprocal agreement between Equity and said association or union.

(ii) Not a Member of Equity or Another Association or Union

An Artist who is not already a member of Equity or any other performing Artists' association or union with whom Equity has a reciprocal agreement shall be offered an engagement contract and may choose to join Equity, if they are eligible to do so. Should the Artist decline, or be ineligible, to join Equity, the Artist shall be engaged as a Permittee, and the NAC shall remit to Equity an equalization payment which is comprised of the following:

- (a) an amount equal to the NAC's percentage contribution specified in Clause 10:09;
- (b) an amount equal to the insurance premium provided for in Clause 34:02;
- (c) working dues deduction as specified in Clause 2:02; and
- (d) a permit fee as specified below is to be paid by the NAC.

2024-2025	
Permit Fee	\$147.00

2025-2029	
Permit Fee	\$170.52

An Artist who declines to join Equity shall not have the RRSP deduction made from their contractual fee as specified in Clause 10:09. Additionally, an Artist who declines to join Equity shall not be covered by Equity's Accident and Sickness Insurance Plan provided for in Clause 34:02 except for Accidental Death and Dismemberment coverage.

2:02 Deductions

(A) Artists not in Good Standing

If the Artist is not in good standing, the Artist shall immediately remit their outstanding dues and/or assessments to Equity; or, upon notification by Equity to the NAC of the amount involved, the NAC agrees to deduct from the Artist's fee and to remit to Equity such dues, initiation fees and assessments as may be due to Equity from the Artist, upon notification by Equity to the NAC of the amount involved.

(B) Deduction of Artist's Equity Working Dues

The NAC agrees to deduct working dues as directed by Equity from the Artist's contractual fee and remit same to Equity upon receipt of an invoice from Equity. Such invoice will be presented as part of the monthly RRSP and Insurance premium invoice.

The NAC will deduct and remit working dues on behalf of Equity. Any discrepancies encountered with respect to dues deductions must be settled by the Artist with Equity directly and not with the NAC.

2:03 Reciprocal Agreements

Any paid-up member of ACTRA Performers Guild, Actors' Equity Association (AEA) or Union des Artistes shall be subject to the terms of the applicable reciprocal agreement between Equity and ACTRA, or between Equity and UDA or between Equity and AEA, provided that it does not conflict with this Agreement.

2:04 Authorization

By the signing of an engagement contract or affidavit, the Artist assigns to Equity such amounts for dues, initiation fees, permit fees and other assessments as may be certified to the NAC by Equity to be due to Equity from the Artist. The Artist authorizes and directs the NAC to deduct such amounts from their fees and remit same to Equity, which authorization and direction shall be effective and irrevocable for the term of the engagement contract.

3:00 LAWS GOVERNING THIS AGREEMENT AND RULES

3:01 Federal Entity

The NAC is a federal entity abiding by federal rules and legislation, including the Status of the Artist Act, the Canada Labour Code and by its own Harassment in the Workplace Policy.

4:00 INTERPRETATIVE POWERS

4:01 Interpretive Powers of Equity

Wherever a conflict, disagreement, or dispute arises with respect to the roles in this Agreement, the Executive Director of Equity has the sole right to determine the interpretation of said roles and to argue the interpretation of said roles and to attempt to resolve the conflict on behalf of the Artist and its members, and its decisions shall be binding on Equity and its members subject to Article 36:00 (Arbitration) of this Agreement.

4:02 Interpretative Powers of the NAC

The interpretation of the engagement contract is the NAC's responsibility and shall not rest with Equity.

Where there is any conflict between Clauses or any basis for more than any one interpretation as to the meaning of them, the NAC shall negotiate with Equity to arrive at a settlement of such conflict between Clauses or interpretations as to the meaning of Clauses, subject to Article 36:00, Arbitration.

5:00 RESPONSIBILITIES OF THE ARTIST

5:01 Membership in Equity

It is understood that it is the responsibility of the Artist who is an Equity member to maintain membership in good standing in Canadian Actors' Equity Association and to furnish evidence to the NAC when requested.

5:02 Contractual Obligations

The Artist agrees to abide by all contractual obligations stated in the Artist's engagement contract and all riders attached thereto.

5:03 Services Provided by the Artist

The Artist agrees to be prompt and punctual at rehearsals, and to attend all rehearsals as required; to appear at the Designated Venue as required by the NAC; to come prepared for the purpose for which the Artist is engaged; to respect the physical property of the Designated Venue; and to perform to the best of the Artist's professional ability the services for which the Artist has been contracted.

(A) Physical Condition

The Artist agrees to make all reasonable efforts to maintain the Artist's self at all times during the engagement contract, in good physical condition so as to ensure that the Artist will be able to perform the Artist's services.

(B) Changes Affecting an Artist's Ability to Perform

A performing Artist must advise the NAC as soon as possible in advance of the first rehearsal of any significant change to the Artist's physical condition which may significantly affect the Artist's ability to perform the Artist's services since the signing of the Artist's engagement contract, provided that the NAC shall expressly state this requirement by rider in the Artist's engagement contract at time of signing.

6:00 ARTIST'S OBLIGATION TO EQUITY

6:01 Independent Contractor

The Artist acknowledges that they are an independent contractor and are responsible for all federal and provincial taxes and other government requirements with respect to all fees payable to the Artist under their engagement contract and all riders attached thereto. However, at the request of the Season Stage Manager or the Stage Manager Artist, and with the agreement of the NAC, the Artist may be engaged as an employee.

6:02 NACMDA Engagement Contract

Nothing contained in any engagement contract signed by any member of Equity shall be construed to interfere with the carrying out of any obligation which a member owes to Equity by reason of membership therein. The NAC shall not knowingly request or require any member to contravene the Constitution and By-Laws of Equity.

6:03 Equity Constitution & By-Laws

It is understood and agreed that if the Constitution, By-Laws, Rules and Regulations of Equity are amended after the signing of this Agreement and Clauses so as to conflict with the fulfilment of the provisions of this Agreement, then the provisions of this Agreement and Clauses shall prevail. The NAC shall be notified by Equity of any such changes to the Constitution, By-Laws, Rules and regulations of Equity that are in conflict with the provisions of this Agreement.

6:04 Membership

Equity agrees that it will accept as a member of Equity any Artist the NAC wishes to engage subject to the Constitution, By-laws, Rules and Regulations of Equity as they now exist or as they may hereafter be amended. Such acceptance of membership shall not be unreasonably withheld. Equity agrees to provide the NAC with information relative to the circumstances as to the suspension or expulsion of a member or the refusal to admit a non-member into the Association.

7:00 CANADIAN ACTORS' EQUITY ASSOCIATION SPECIAL PROVISIONS

7:01 Special Power to Act for Artist

(A) Special Power to Act for Artist

Whenever it is provided in any 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, or
- (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 the Artist's 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

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

(C) Representation

Equity may represent its Artists in any dispute which may arise with the NAC, and Equity may, at all times, represent its Artists in relation to any matter arising under any engagement contracts. 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(s).

(D) Reasons Given for Action

Reasons given by Equity for its action or action including action or actions which it might require of its Artists shall not preclude it from giving or relying on other or different valid reasons for such action or actions. Similarly, the NAC shall not be precluded from giving or relying on other or different valid reasons for its action or actions.

8:00 DISCRIMINATION FOR EQUITY ACTIVITY

8:01 Prohibition of

The NAC shall not dismiss or otherwise penalize any Artist for fulfilling the Artist's duties or obligations as an Equity Liaison, elected officer, or member of Equity. Any Equity member who claims that the NAC has given the member notice or otherwise penalized the member for fulfilling duties as an Equity member may present the member's case to the Executive Director who shall give the NAC advance notice of that event so that the NAC has the opportunity to be heard if it desires to do so. If the Executive Director is satisfied that such activities are the real cause of dismissal or of any penalty, it may permit the Artist's claim to be arbitrated and shall have the power to determine the character and the amount of the claim to be submitted to arbitration.

9:00 BREACHES

9:01 Breaches by NAC

Should the NAC:

(A) Making of Material False Statement

Make any material false statement in connection with any engagement contract and/or this Agreement; AND/OR

(B) Breach of Material Provision

Breach any material provision and term of the engagement contract and/or this Agreement;

Then in the event of any of the above breaches the Artist may with the consent of Equity terminate forthwith the Artist's engagement, or Equity may require the Artist to perform, or not to perform or otherwise act, or not to take advantage of any such breach.

In the event of any of the above breaches, the NAC agrees to pay the Artist forthwith in full for all services rendered by the Artist and not already paid for plus any other amounts to which the Artist may by contract or under Equity rules be entitled to recover. Should any such act or breach occur it shall be open to negotiate with Equity the continuation of services by an Artist without such continuation acting as a waiver of any of the rights of either Artist or Equity.

9:02 Breaches by Artist

The NAC shall have the right to terminate the contract of an Artist for the reasons stipulated below:

(A) Inability to Perform Due to Intoxication

Inability of an Artist in the opinion of the NAC to rehearse and/or perform caused by intoxication or other impairment. Two independent written records shall be made, one of which shall be considered sufficient notice to Equity.

(B) Material Breach

Material breach by an Artist of the responsibilities set out in the terms of their contract. If, after arbitration of such a termination, the Arbitrator finds against the NAC, the NAC shall recompense the Artist as awarded by this Arbitrator but in no event less than the fees which would otherwise have been payable under the Artist's contract.

10:00 COMPENSATION

10:01 Fees Paid in Legal Tender

In Canada, all payments required to be made by the NAC to the Artist shall be in the legal tender of Canada, except when otherwise requested by the Artist.

10:02 Payment

(A) Fees

Payment of fees to the Artist shall be made by electronic transfer/direct deposit. Payment shall be made to the Artist immediately following the final performance or, at the request of and cost to the Artist, by wire transfer on the first business day following the final performance.

(B) Timeline

Payment for overtime and/or overnight rest infringement and/or payment related to a visual or sound recording are due in the week after it is submitted to the NAC.

(C) Agent Fees

The NAC shall not deduct or withhold agent fees.

10:03 Salaries, Non or Partial Payment

(A) Non or Partial Payment

Non-payment or partial payment of contractual fees and other compensation including overtime GST/HST, vacation pay, RRSP contributions, insurance premiums and transportation costs of the Artist to the point of origin and return, when due, shall be deemed a material breach of contract giving any Artist the right to terminate forthwith the Artist's contract with the NAC, Equity consenting. However, upon application by the NAC, Equity may grant a grace period not to exceed seven (7) days.

(B) Failure to Make Payments

If the NAC fails to pay payments due to the Artist, the Artist shall have an alternative right to receive such payments out of any security deposited with Equity by the NAC. Equity agrees to notify the NAC by email of its intention to claim on such security, prior to doing so. The NAC agrees to replenish the security deposit upon receipt of a request from Equity. Acceptance by the Artist of payment in full shall be a waiver of the Artist's right to terminate the Artist's contract with the NAC.

(C) Invocation of Arbitration Procedure

However, in the event that the NAC has invoked the arbitration procedure provided for in Article 36:00, the Artist shall not have the right to terminate the Artist's contract but may receive the disputed amount from the security deposited with Equity by the NAC. In this event, the NAC is not required to replenish the security deposit until the completion of the arbitration procedure.

10:04 Additional Duties

The Artist will not perform any additional duties that are not specified in the Artist's contract unless the Artist negotiates additional compensation therefore which shall be to the Artist's satisfaction, and which shall not be less than the amount specified below per week. Such additional duties and compensation shall be specified in a rider to be attached to the Artist's contract.

Additional duties are defined as singing or performing additional parts not specified in the Artist's contract at the time of its signing.

2024-2029	
Additional Duty Fee Per Week	\$172.03

10:05 Itemized Deductions and Payments

Fee payments will include a statement setting out the following payments and all deductions, including the following: payment period, date of payment, gross fee, RRSP deductions, NAC's RRSP contributions, vacation pay, overtime, GST/HST or other penalty payments, Equity dues and assessments.

10:06 Term of Agreement

Minimum fees for 2024-2025 as expressed herein shall apply from September 1, 2024, to August 31, 2025; for 2025-2026 from September 1, 2025, to August 31, 2026; for 2026-2027 from September 1, 2026, to August 31, 2027; for 2027-2028 from September 1, 2027, to August 31, 2028; for 2028-2029 from September 1, 2028, to August 31, 2029.

10:07 Minimum Compensation

The NAC shall engage Artists for a period which provides sufficient time, subject to the provisions of this Agreement, for the preparation, rehearsal and performance of their role.

(A) Point of Origin Minimum Fees

The following minimum compensation shall apply to engagements under this Agreement unless otherwise provided herein:

Season 2024-2025				
	One Day	Three Days	One Week	*Weekly
Performer	\$419.12	\$868.08	\$1,251.12	\$1,141.92
Stage Manager	\$660.40	\$1,401.92	\$1,979.12	\$1,650.48
Season Stage Manager	\$725.92	\$1,541.28	n/a	\$1,811.68
Stage Director	\$752.96	\$1,597.44	\$2,253.68	\$1,880.32
Choreographer	\$673.92	\$1,430.00	\$2,020.72	\$1,684.80
Fight or Intimacy Director	\$673.92	\$1,430.00	\$2,020.72	\$1,684.80

Season 2025-2026				
	One Day	Three Days	One Week	*Weekly
Performer	\$431.69	\$912.66	\$1,288.65	\$1,176.18
Stage Manager	\$680.21	\$1,443.98	\$2,038.49	\$1,699.99
Season Stage Manager	\$747.70	\$1,587.52	n/a	\$1,866.03
Stage Director	\$775.55	\$1,645.36	\$2,321.29	\$1,936.73
Choreographer	\$694.14	\$1,472.90	\$2,081.34	\$1,735.34
Fight or Intimacy Director	\$694.14	\$1,472.90	\$2,081.34	\$1,735.34

Season 2026-2027				
	One Day	Three Days	One Week	*Weekly
Performer	\$444.64	\$940.04	\$1,327.31	\$1,211.46
Stage Manager	\$700.62	\$1,487.30	\$2,099.65	\$1,750.99
Season Stage Manager	\$770.13	\$1,635.14	n/a	\$1,922.01
Stage Director	\$798.82	\$1,694.72	\$2,390.93	\$1,994.83
Choreographer	\$714.96	\$1,517.09	\$2,143.78	\$1,787.40
Fight or Intimacy Director	\$714.96	\$1,517.09	\$2,143.78	\$1,787.40

Season 2027-2028				
	One Day	Three Days	One Week	*Weekly
Performer	\$457.98	\$968.24	\$1,367.13	\$1,247.81
Stage Manager	\$721.64	\$1,531.92	\$2,162.64	\$1,803.52
Season Stage Manager	\$793.23	\$1,684.20	n/a	\$1,979.67
Stage Director	\$822.78	\$1,745.57	\$2,462.66	\$2,054.68
Choreographer	\$736.41	\$1,562.60	\$2,208.10	\$1,841.03
Fight or Intimacy Director	\$736.41	\$1,562.60	\$2,208.10	\$1,841.03

Season 2028-2029				
	One Day	Three Days	One Week	*Weekly
Performer	\$471.72	\$997.29	\$1,408.15	\$1,285.24
Stage Manager	\$743.29	\$1,577.87	\$2,227.52	\$1,857.63
Season Stage Manager	\$817.03	\$1,734.72	n/a	\$2,039.06
Stage Director	\$847.46	\$1,797.93	\$2,536.54	\$2,116.32
Choreographer	\$758.50	\$1,609.48	\$2,274.34	\$1,896.26
Fight or Intimacy Director	\$758.50	\$1,609.48	\$2,274.34	\$1,896.26

*Weekly fees apply to engagements of two (2) weeks or more.

The minimum term of engagement of a Season Stage Manager shall be in accordance with Clause 30:02 (B). Weekly fees shall apply in all cases within the engagement period. However, when a Season Stage Manager is engaged to prepare for the following season other fee options as noted above may be utilized.

(B) Overtime and Invasion of a Free Day

(i) Overtime Regular

2024-2029	
Regular Overtime Rate	\$30.04 per hour or part thereof

(ii) Overtime Overnight Rest Infringement

2024-2029	
Overnight Rest Infringement Rate	\$60.03 per half hour or part thereof

(iii) Invasion of a Free Day

The amount specified below or one fifth (1/5) of the Artist's contractual fee, whichever is greater. The minimum call for such an occasion shall be considered as three (3) hours, whether or not the full three (3) hours are used.

2024-2029	
Free Day Invasion Rate	\$72.04 per half hour or part thereof

(C) Educational & Youth Programming (including Student Matinee) Fees

The following minimum compensation shall apply to engagements of Performers under this clause:

Seasons 2024-2029	
Weekly*	\$834.04
One Week	\$915.24
Three Days	\$648.44
One Day	\$306.24

*Weekly fees apply to engagements of two (2) weeks or more.

In addition to the negotiated fee, the Artist engaged in accordance with Clause (10:07 (C)) shall receive a coaching and additional duty fee as specified below for each day of the Artist's engagement.

2024-2029	
Daily Coaching Fee	\$17.40

10:08 Vacation Pay

The Artist who is a citizen of Canada or a permanent resident of Canada shall accrue vacation pay of at least six percent (6%) of the Artist's contractual fee to a maximum of one hundred and twelve dollars and twenty-nine cents (\$112.29) per week of engagement.

10:09 Registered Retirement Savings Plan

The following applies to all Equity member Artists who have the status of citizens or permanent residents in Canada.

(A) RRSP Deductions

The NAC will deduct four per cent (4%) of the Artist's in-town contractual fee to which the NAC will add its own contribution of four per cent (4%) of the contractual fee for a total of eight per cent (8%).

(B) RRSP & Insurance Remittance

The NAC shall remit payments for RRSP and Accident Insurance at the end of each production. For all other activities and remittances, the NAC shall remit payments on a monthly basis.

(C) RRSP Maximum Contributions & Deductions

The contributions and deductions provided for above shall apply to that part of the Artist's weekly contractual fee which does not exceed three thousand, seven hundred and thirty-seven dollars and thirty-five cents (\$3,737.35).

(D) Artists Over Seventy-One Years of Age

Individuals over seventy-one (71) years of age are prohibited by law from contributing to RRSPs. For any Artist over seventy-one (71) years of age, the NAC shall execute a rider to the Artist's engagement contract stating that the Engager will remit to the eligible Artist an additional four percent (4%) of the weekly contractual fee which does not exceed three thousand, seven hundred and thirty seven dollars and thirty five cents (\$3,737.35) in lieu of the NAC's RRSP contribution.

10:10 Contingent Compensation, On Weekly Gross-Net Receipts, Profits

No engagement contract shall be entered into by the NAC 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 consent will not be unreasonably withheld. In no case shall compensation be less than the established minimum fees in accordance with the terms of this Agreement and Clauses.

10:11 Bereavement Leave

If any member of an Artist's immediate family is critically ill, or dies (father, mother, brother, sister, child, spouse or equivalent), the NAC agrees to arrange for the Artist to be absent for up to three (3) days without loss of fee, to a maximum payment of two thousand, eight hundred and fourteen dollars and forty-five cents (\$2,814.45).

10:12 Season Check List

Prior to July 1 of each year, the NAC shall provide to Equity a list of all known upcoming programming, including full name of the Artist, dates of engagement and a brief description of all services to be provided. Equity and the NAC shall determine the application of this Agreement no later than August 1. The NAC shall then provide full details pertaining to negotiated fees and other financial considerations. The NAC shall update any changes to this information with Equity as soon as reasonably possible.

11:00 ARTIST CATEGORIES

11:01 Children

Children, under sixteen (16) years of age, must, while undertaking any activity for the NAC, be appropriately supervised by a parent, guardian or representative of the NAC. Such duties may not be required of any Equity member engaged for that activity.

11:02 Choreographers

A "Choreographer" will fulfil the duties as outlined in Article 29:00.

11:03 Fight Captain

A "Fight Captain" is an Artist engaged in a performing or Stage Management capacity to monitor stage fights for the duration of the production. If, in accordance with Article 29:00 Stage Directors, Choreographers, Fight Directors and Intimacy Directors, the Engager engages a Fight Director, and if that person is not engaged for the duration of the production, the Engager shall, in consultation with the Fight Director, assign a Fight Captain to monitor the stage fighting for the duration of the production:

A Fight Captain shall be trained in the specific fight blocking by the Fight Director and shall monitor that blocking to ensure its consistency over time.

11:04 Fight Director

A "Fight Director" is the artist engaged for the purpose of directing a stage fight.

11:05 Intimacy Captain

An "Intimacy Captain" is an Artist engaged for the duration of the production to monitor onstage intimacy. If, in accordance with Article 29:00 Stage Directors, Choreographers, Fight Directors and Intimacy Directors, the Engager engages an Intimacy Director, and if that person is not engaged for the duration of the production, the Engager shall, in consultation with the Intimacy Director, assign an Intimacy Captain to monitor the onstage intimacy for the duration of the production:

An Intimacy Captain shall be trained in the specific intimacy blocking by the Intimacy Director and shall monitor that blocking to ensure its consistency over time.

11:06 Intimacy Director

An "Intimacy Director" is the artist engaged for the purpose of the safe and appropriate facilitation of onstage intimacy.

11:07 Performer

The term "Performer" shall refer to and include all Artists engaged on Equity contracts as actors, singers, dancers and narrators in both singing and non-singing roles.

11:08 Season Stage Manager

A "Season Stage Manager" is responsible for overseeing the operation of stage management personnel and the scheduling of a production(s) and may take on any stage management duty and responsibility as outlined in Article 30:00.

11:09 Stage Manager

A "Stage Manager" is the person engaged for the purpose of stage managing a production and will fulfil the duties as outlined in Article 30:00.

11:10 Stage Directors

A "Stage Director" will fulfil the duties as outlined in Article 29:00.

12:00 DEFINITIONS

12:01 Amateur Artist

An individual who attests in an affidavit that they are not pursuing a career as a professional in the performing arts and is not a member of any professional artists' association or union.

12:02 Concert Presentation

Any musical performance that is not a Staged Opera or an Opera-in-Concert.

12:03 Dress Rehearsal

The last rehearsal with orchestra before the first performance for which the Artist may be required to appear in full costume by the NAC and where the intent is to perform the work or performance in its entirety.

12:04 Dress Rehearsals with Audiences Present

Dress rehearsals with paying audiences present shall be considered as performances. Where an audience will be present at a rehearsal, the Artist shall be notified in writing at least forty-eight (48) hours in advance that such an audience will be present.

12:05 Education and Youth Programming

Performances specifically intended for audiences of children of pre-school or school age or sold through educational institutions.

12:06 Engagement Week

Any consecutive seven (7) day period, starting the first date listed on the Artist's engagement contract, except for the purposes of determining the applicable premiums for the Equity Accident and Sickness Insurance Plan, in which case the engagement week is Monday to Sunday, inclusive.

12:07 Extraordinary Risk

Extraordinary risks are defined as a performance of acrobatic feats; suspension from trapezes, wires, or like contrivances; the use of, or exposure to, weapons, fire, or pyrotechnical devices or the taking of dangerous leaps, falls, throws, catches, knee drops, or slides; the handling of unusual live animals (including birds, fish, reptiles). Within the sphere of dance, the execution of choreography or staging which departs from those accepted techniques of movement and support used in contemporary theatre dance (Classical ballet, modern, jazz, or ethnic dance) is also defined as an extraordinary risk. Stage Management personnel shall be covered by extraordinary risk insurance for the term of their engagements whenever a production utilizes moving or flying set pieces.

The determination as to what constitutes extraordinary risk shall be made by Equity in consultation with a representative of the NAC.

12:08 Free Day

A period of time during which the Artist shall not be required to travel or perform any services or obligations whatsoever for the NAC. There shall be one (1) Free Day during each engagement week. The Free Day must occur within the engagement week of which it is a part. Once the Free Day has been designated, it may be changed only upon giving the Artist at least seven (7) days' notice of such change.

There shall be no more than nine (9) consecutive workdays between Free Days, and the Free Day prior to the first public performance must be given within the seven (7) days prior thereto.

In the Point of Origin, the Free Day shall commence no later than midnight and end no earlier than 9:00 a.m. two days later.

12:09 Half Hour Call

The minimum thirty (30) minute period immediately prior to the beginning of the performance or rehearsal.

12:10 Non-resident Artist

An Artist who is not a Canadian citizen or a permanent resident of Canada, and not a member of any foreign professional artists' association or union with whom Equity has a reciprocal agreement (currently limited to AFM and AEA).

12:11 Onstage Intimacy

"Onstage Intimacy" is defined as staging that requires one (1) or more Artists to engage in scenes with intimate physical contact. Intimate contact includes, but is not limited to: groping, simulated sex, simulated rape, prolonged kissing, prolonged embrace, demonstrations of affection, demonstrations of sexual violence, etc.

12:12 Opera-in-Concert

An orchestral performance where the words and music of the majority or entirety of an opera, operetta or musical drama are performed, with the orchestra on stage, and which may include some or all of the following elements: limited staging, direction or choreography; minimal costumes; props; elements of lighting design. An Opera-in-Concert does not include elements of scenery, sets, special stage make-up, or wigs.

12:13 Overnight Rest Period:

The time between the end of one day's work and the beginning of the next day's work during which the Artist shall not be required to perform any service.

The overnight rest period may not be less than twelve (12) hours for performing Artists.

12:14 Performance Day

A day on which at least one (1) performance is given.

12:15 Place of Residence

The Artist's home or usual place of residence as shown on the face of the Artist's contract.

12:16 Point of Origin

The municipality where the NAC has its headquarters and shall encompass a radius of eighty (80) kilometres from city hall. The Point of Origin shall be designated on the face of the contract. While rehearsing and/or performing at the Point of Origin, in-town conditions shall apply. While rehearsing and/or performing in any other location, other than run-outs, the touring conditions as per Article 38:00 of this Agreement shall apply.

12:17 Rehearsal

Includes, but need not be limited to, music rehearsals, staging rehearsals with or without orchestra, fittings, photocalls, cueing and giving notes.

12:18 Rehearsal Day

A day on which no performance is given and on which the Artist may be required to rehearse in accordance with the terms and conditions of this Agreement.

12:19 Run Through Rehearsal

A rehearsal with the intent to rehearse a work in its entirety.

12:20 Season

The period from September 1 to August 31.

12:21 Staged Opera

A fully staged production of an opera, operetta or musical drama with the orchestra in the pit and those elements enumerated in Clause 12:01, Opera-in-Concert, any one of the following additional elements: wigs, special make-up, sets and scenery.

12:22 Stage Fighting

A "stage fight" is a coordinated series of moves with intent to portray violence requiring specific timing and skill, involving either unarmed combat, or the use of weapons or props used as weapons. For the purposes of this Clause the movement of Artists in possession of weapons that would normally be construed as blocking is not to be construed as stage fighting.

13:00 REHEARSALS**13:01 Commencement of Rehearsals**

Rehearsal begins on the date when the Artist is first called to rehearse as specified on the Artist's individual contract.

13:02 Preparation for Rehearsals

The Artist shall arrive at the first rehearsal knowing the music and text of the role for which the Artist has been engaged. If an Artist is engaged to perform a new work for which the translation or vocal score is not readily available at retail outlets, then the NAC must provide the score at least eight (8) weeks prior to the beginning of rehearsals.

Except in the case of new works, the NAC shall notify the Artist of the translation, version, cuts, interpolations, dialogue additions and/or deletions, and cadenzas of each work assigned at the time the Equity engagement contract is signed. If not yet known, the NAC shall provide the Artist with all foregoing information at least six (6) weeks prior to the first rehearsal of said work.

If the NAC fails to notify the Artist at least six (6) weeks prior to the engagement of language, version, translation or substantial cuts or additions, this shall render the following paragraph null and void.

In the event that the Artist is inadequately prepared to rehearse and/or perform by reason of not knowing the text and music by memory of the role for which the Artist is engaged, the NAC may schedule special coaching outside the rehearsal hours at the Artist's expense. Should the Artist remain inadequately prepared to rehearse and/or perform, after receiving coaching, the NAC may request Equity's permission to terminate the Artist's contract. When Equity agrees to the termination of the Artist's contract, the Artist shall be paid such expenses and remuneration as agreed between Equity and the NAC. In the event that Equity and the NAC fail to reach agreement concerning the payment of such expenses and remuneration, then Equity may request that the dispute be arbitrated.

13:03 Rest Periods

(A) During Rehearsal

There shall be a five (5) minute rest period for each hour of rehearsal with a minimum ten (10) minute rest period after a maximum of two (2) hours of rehearsal.

(B) Overnight Rest

During the rehearsal period there must be twelve (12) hours clear between the end of one (1) day's rehearsal and the call to work on the next day. For invasion of the overnight rest period, the NAC shall pay to the Artist the fees specified in Clause 10:07(B).

13:04 Meal Breaks

Except as provided for in Clause 13:08, there shall be a meal break of at least one (1) hour after a maximum of three (3) hours of rehearsal.

13:05 Overtime Calls

During regular rehearsals the NAC will endeavour to inform the Artist at least fifteen (15) minutes before overtime rehearsals are due to begin. The Artist may not be required to rehearse more than two (2) hours of overtime rehearsal in any one (1) day.

13:06 Posting of Calls, Performance Schedules and Casting

It is the responsibility of the NAC to notify the Artist of all rehearsal and performance times not later than twenty-four (24) hours prior to the rehearsal or performance call.

13:07 Rehearsal Hours

Artists may be required to rehearse up to a maximum of six (6) hours out of a span of twelve (12) hours per day to a maximum of thirty (30) hours per engagement week.

13:08 Run-Through or Dress Rehearsals

In the three (3) days prior to the opening, there may be the following rehearsals.

(A) Run-Through Rehearsal

One three and one-half (3-1/2) hour Run-Through rehearsal. One other call of not more than two (2) hours may be scheduled on this day; and

(B) Dress Rehearsal

One four (4) hour dress rehearsal call inclusive of a half hour call. One other call of not more than two (2) hours may be scheduled on this day.

For all dress rehearsals with elements of staging, there must be a minimum half (1/2) hour call, which shall be considered part of the rehearsal time. Whenever possible, each Artist shall participate in the dress rehearsal in costume.

If the Dress Rehearsal continues beyond 11:30 p.m., the regular overtime rate shall apply.

13:09 Notes

Immediately following the Dress Rehearsal, the company may be given notes for up to thirty (30) minutes provided that the performing Artists are released prior to 11:30 p.m.

13:10 Rehearsal on a Performance Day

On the day of the first public performance of a given work, the Artist may rehearse up to a maximum of three (3) hours.

Beginning with the day after the first public performance, an Artist appearing in one (1) performance that day may be called upon to rehearse for up to a maximum of two (2) hours.

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

The Artist shall not be required to rehearse or to perform any other duties (travel excepted) earlier than one and one half (1-1/2) hours after a matinee performance.

13:11 Rehearsal on a Two Performance Day

The Artist shall not be required to rehearse on any two (2) performance day.

13:12 Rehearsal on an Education and Youth Programming Performance Day

Notwithstanding Clauses 13:10 and 13:11, for Education and Youth Programming performances only, if two (2) performances of seventy (70) minutes or less are performed on the same day, the Artist may be called to rehearse for a maximum of one and one-half (1-1/2) hours on that day, prior to the performances subject to meal break provisions (Clause 13:04).

14:00 PERFORMANCES

14:01 Maximum Number of Performances in a Week

The Artist may not be required to take part in more than six (6) performances in each performance week.

14:02 Maximum Number of Performances in a Day

The Artist shall not be required to perform more than two (2) performances in one (1) day.

14:03 Maximum Number of Performances in a Three-Day Period

The Artist shall not be required to give more than five (5) performances in any three (3) day period.

14:04 Notification of Changes

The Artist will be notified at least twenty-four (24) hours in advance of any change to the performance schedule.

14:05 Education & Youth Programming

Notwithstanding the provisions of Clauses 14:02 and 14:04 above, for rehearsals and performances for Education and Youth programming, the Artist may not be required to rehearse or perform more than ten (10) times per week, except under following conditions:

(A) Maximum Running Time of Performance

Each performance shall not exceed 70 (seventy) minutes in duration;

(B) Maximum Time Span per Day

The time span on each day, from the beginning of the first call to the end of the last call, shall not exceed eight (8) hours;

(C) Calls Within a Five-Day Span

All calls must be scheduled to take place within a five (5) day span, Monday to Friday, or Tuesday to Saturday.

14:06 Preparation Period for Performer (Half-hour Call)

All performances and dress rehearsals must include a minimum thirty (30) minute period (half-hour call) immediately prior to the beginning of the performance to be used by the Performer to prepare for the performance.

15:00 CONCERT DRESS, COSTUMES & MAKE-UP

15:01 Concert Dress

(A) Artist Required to Provide

Unless the NAC directs otherwise, the Artist shall provide the following concert dress for performances under this Agreement.

(i) Evening Concerts – Winter

For Evening Concerts (Winter Season):

- (a)** Option A: Full dress suit, including tailcoats and dress pants, white shirt with long sleeves, white bow tie and vest, or white or black cummerbund, black socks and plain black dress shoes; or
- (b)** Option B: Full-length black evening dress with three-quarter or full-length sleeves, or black blouse with three-quarter or full-length sleeves and either long black skirt or black dress slacks, and black dress shoes.

(ii) Pops Concerts and Summer Conditions

For all Pops performances and performances after close of subscription series or in countries where summer conditions prevail:

- (a)** Option A: White jackets, white shirt, black bow tie, black trousers and black shoes; or
- (b)** Option B: White blouse with any length of sleeve, black full-length skirt or black dress slacks, black shoes.

(iii) Afternoon Concerts

- (a)** Option A: Black suits, four-in-hand tie (colour at the discretion of the NAC), white shirt with long sleeves, black socks and black dress shoes; or
- (b)** Option B: Full-length black evening dress with three-quarter or full-length sleeves, or black blouse with three-quarter or full-length sleeves and either long black skirt or black dress slacks, and black dress shoes.

(B) Artist Required to Perform in Costume

When the NAC requests that the Artist perform in costume, the NAC shall provide or rent suitable costumes and provide appropriate cleaning and maintenance.

(C) Make-Up

Artists may appear in concert make-up, which they provide and apply. However, if the NAC requires an Artist to perform in theatrical make-up, the NAC shall provide the make-up and a make-up Artist.

15:02 Personal Wardrobe, Shoes & Hair Pieces Rider

No Artist shall rent any wardrobe, shoes, or hair piece(s) to the NAC for use in any performance unless the terms of the rental or loan are stated in a rider to their engagement contract.

The rider to the Artist's contract shall clearly stipulate the replacement value of the Artist's wardrobe item in the event of loss or damage, and the agreement of the NAC to reimburse the Artist for that amount should loss or damage occur.

16:00 FUNDRAISERS AND BENEFITS

16:01 Fundraisers

The NAC may engage an Artist to perform in a fundraising concert, the proceeds of which will be solely dedicated to activities of the NAC or the Music Department. The Artist shall be engaged under the terms and conditions of this Agreement; however, it is understood that there is no minimum fee for such activities. The NAC shall be responsible for providing round trip transportation and first-class lodging to the Artist performing in a fundraiser concert. The Artist must be in good standing with Equity before participating in any such fundraiser concert.

Insurance applies to all engagements under this Article. RRSP, dues and vacation pay shall apply to any fee that is negotiated for such an engagement.

16:02 Benefits

The minimum fees as described in Clause 10:07 shall apply for any benefit performance.

17:00 WORKPLACE SAFETY

17:01 Working Environment, Health & Safety

The NAC agrees to provide the Artist with safe and sanitary places of engagement. The NAC is subject to the Health and Safety standards established by its own Harassment in the Workplace Policy, Health and Safety Policy, Smoking Policy and the Canada Labour Code.

17:02 Responsibility of the NAC

The NAC accepts responsibility for the safety of the Artists in the training and execution of Extraordinary Risks. The NAC has the right to engage qualified individuals for the purpose of instructing the Artists in the performance of Extraordinary Risks.

17:03 Extraordinary Risk Rider

An Artist shall not be required to perform an Extraordinary Risk unless said risk is stipulated in a rider to their contract.

17:04 Supervision of Children

Children engaged under the terms of this Agreement must be supervised by a parent or guardian or representative of the NAC while undertaking activities for the NAC.

18:00 LODGING IN THE POINT OF ORIGIN

18:01 Supplied Lodging

The NAC shall provide the Artist whose Place of Residence is more than eighty (80) kilometres from the Designated Venue with single occupancy lodging satisfactory to the Artist and at no cost to the Artist.

19:00 TRANSPORTATION AND LUGGAGE

19:01 Transportation of Artist by NAC

The NAC shall, at its own expense, transport the Artist whose residence is outside of the Point of Origin, and also the Artist's luggage (to a limit of 300 pounds), from the Artist's residence to the Point of Origin, and return, except that where the Artist has a consecutive contract of engagement, the NAC shall negotiate equivalent travel reimbursement. Transportation shall be by air, train, bus, or automobile, as agreed to by the Artist and the NAC, and stipulated in the Equity Artist's NAC contract rider. The Artist shall be reimbursed for all travel expenses upon presentation of original receipts or invoices to the NAC.

19:02 Use of Artist's Vehicle

If the Equity Artist travels to the Point of Origin by automobile, the NAC agrees to pay the Artist mileage in accordance with the NAC Corporate Guidelines per kilometre from Place of Residence to Point of Origin and return. In this instance, no receipts or invoices are required of the Artist.

19:03 Ground Travel to and from Airport

The NAC is responsible for the Artist's transportation to and from the airport terminal, or train station, or bus station and the NAC and/or the Artist's lodging in the Point of Origin.

20:00 CLAIMS

20:01 Waiver or Release Not Permissible

Upon any claim of the Artist arising under this Agreement through any breach thereof, no receipt, waiver or release or adjustment by the Artist is of any validity whatsoever, unless Equity consents in writing. The NAC, by agreeing to this Clause, agrees that the NAC will not seek or solicit any such waiver, release or settlement nor offer the same in any arbitration or any proceeding in court, unless Equity specifically consents in writing. In no case shall claims of members under engagement contracts be handled or enforced by agents or attorneys of members unless same are consented to by Equity in writing.

20:02 Time Limit to File Claim

Should the Artist deem that said Artist has any claim against the NAC under the Artist's contract, the Artist shall present the same in writing to the NAC, and to Equity, within four (4) weeks after the time when such claim shall have arisen unless the Artist shall give to the NAC, Equity or the Arbitrator, or to any of them a good and sufficient reason for any delay after such period of four (4) weeks.

21:00 ARTIST'S PROPERTY

21:01 Reimbursement

The NAC shall reimburse the Artist up to a maximum amount of three thousand, seven hundred and thirty-seven dollars and thirty-five cents (\$3,737.35) for loss and/or damage to the Artist's property used or to be used in connection with an engagement, and/or the valuables given to the NAC or the NAC's agent for safe-keeping.

21:02 Facilities for Safe-Keeping

The NAC agrees to provide facilities for safe-keeping in this regard for personal valuables, jewellery or cash.

22:00 SECURITY DEPOSIT (BOND) AND SECURITY AGREEMENT

22:01 Security Agreements

The provisions of any and all agreements relating to security deposited or agreed to be deposited with Equity covering any engagement under this Agreement and any contracts of engagement are hereby adopted and made part of this Agreement and said contracts.

This includes agreements on forms now called "Bond", "Security Agreement", "Letter of Guarantee" and "Letter of Credit".

22:02 Security

It is of the essence of this Agreement and all contracts of engagement and a condition precedent to the engagement of the Artist that the NAC shall file and maintain a security satisfactory with Equity. This amount shall not exceed one (1) week's contractual fees for the maximum number of Artists engaged during any one (1) week during the current or future season, plus ten per cent (10%) of that total, plus an additional percentage equivalent to the percentage total of applicable service taxes. The amount of the security required for each season shall be determined not later than August 1 of each calendar year.

In addition to the requirements listed above, the Music Department will include an additional \$10,000 to the final amount required; this shall be included in order to provide a security pledge for the National Arts Centre Special Events Agreement and shall be identified as such in the supporting documentation.

22:03 Posting of Security

The NAC shall be ineligible to engage Equity members unless and until the NAC shall have furnished security as required in Clause 22:02 to ensure the payment of claims arising from unpaid benefits and fees (including but not limited to fees, overtime, per diem, and transportation) as well as any claim arising from the provisions of Article 36:00 (Arbitration).

23:00 INDIVIDUAL ENGAGEMENT CONTRACT

23:01 Requirement to File

No Artist may begin an engagement unless an individual Artist's contract has been completed and a copy filed with Equity and the NAC.

23:02 Effective Date

Contracts between the NAC and the Artist must be signed before the Artist begins the engagement and shall be signed on the date when the terms of the contract are agreed upon between the parties. If not signed on said date, when issued, they must be signed as of said date.

23:03 Changes and Alterations

The Artist has no right or power to waive any of the minimum conditions set forth in the contract, Agreement and Clauses without the written consent of Equity. The NAC agrees that all blanks on the face of the contract, including date of first public performance, name of part, fee, and required date of arrival, will be filled in, in writing before signing or delivery of the contract.

23:04 Signing Of

Unless contracts are signed concurrently, they must be signed first by the NAC. If the contract is not signed concurrently, the NAC may, in writing, at the time of sending the contract to the Artist, notify the Artist that unless the contract is signed and returned by the date specified by the NAC which shall not be less than thirty (30) business days, the NAC may declare the contract to be null and void. After the said period has elapsed the NAC agrees to advise the Artist in writing that the contract may become null and void at the discretion of the NAC.

23:05 Triplicate Contracts

Contracts must be completed in triplicate:

- One copy retained by NAC
- One copy filed with Equity by NAC
- One copy retained by Artist

The Artist shall file with the NAC the appropriate copies as above of the contract within ten (10) days of the Artist's signing same. The NAC shall remit to Equity the appropriate copy as above of the fully executed contract within ten (10) days of receipt of same, and in no event later than the date of the beginning of the engagement.

23:06 Inclusions Prohibited

Any riders which state that the fee to be paid the Artist is inclusive of overtime, GST/HST, premium payments, vacation pay, the NAC's RRSP contribution insurance premiums or transportation reimbursement that may be due to the Artist under this Agreement, are not permitted.

24:00 EXCLUSIVE SERVICE OF THE ARTIST

24:01 Exclusive Service

Except with the prior written agreement of the NAC, the Artist shall not accept any other engagement for a live performance from the date of the first call under the NAC engagement contract until the end date of the NAC engagement contract unless terminated prior to that end date, and as per the provisions below.

(A) Timeline

During the period from the date of the first call until the contract is lawfully terminated, at any location.

(B) Minimum Contractual Fee

For an Artist whose contractual fee is more than quadruple the minimum weekly fee in accordance with Clause 10:07, but less than eight thousand, two hundred and twenty one dollars and sixty seven cents (\$8,221.67) during a period of not longer than four (4) weeks before the first call of the engagement to four (4) weeks after the last performance, in any location within eighty (80) kilometres of the NAC.

(C) Maximum Contractual Fee

For an Artist whose contractual fee is more than eight thousand, two hundred and twenty-one dollars and sixty-seven cents (\$8,221.67) during a period of not longer than eight (8) months prior to the first call of the engagement to four (4) months after the last performance, in any location within eighty (80) kilometres of the NAC.

It is acknowledged that there may be instances where the Artist and the NAC mutually agree that the timelines stated in Clause 24:01 (B) and 24:01 (C) may be shortened or modified. However, in no case may the time period exceed eight (8) weeks in total per Clause 24:01 (B) or twelve (12) months in total per Clause 24:01 (C).

24:02 Hiatus Periods for Season Stage Manager

The terms of Clause 24:01 shall not apply to the engagement of a Season Stage Manager during hiatus periods.

25:00 BILLING, PHOTOS AND PROGRAMS

25:01 Advertising, Display Media and Promotion

(A) Artist No Longer in a Production

In connection with all advertising and display media under the NAC's control, the NAC shall exercise reasonable diligence in removing the name and/or likeness of the Artist no longer in the production or performance.

(B) Use of Material from Previous Productions

For promotional purposes not related to a particular production, the NAC may use photos from previous productions, provided that solo Artists in such photos are properly identified.

(C) Related to a Specific Production

In advertising and publicity for a specific production, the NAC may use photos from a current or previous production provided the production is properly identified, and in photos containing three (3) or fewer Artists the Artists are properly identified.

25:02 Specificity of Billing

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 set forth in the contract.

25:03 Billing Breach

Whenever a breach is claimed of a billing clause contained in an Artist's individual contract, Equity shall notify the NAC in writing of said breach. If the breach is not corrected within seven (7) business days of receipt of the written notification, except as provided below, the NAC shall pay to the Artist a sum equal to one-eighth (1/8) of the Artist's weekly fee or three thousand, seven hundred and thirty seven dollars and thirty five cents (\$3,737.35), whichever is less, for each week that the breach continues beyond the seventh day. If the breach involves billboards, the time interval for correction shall be extended to two (2) weeks.

If the breach involves billing in a newspaper and should the NAC not correct an error in billing when notified forty-eight (48) hours or more prior to the press deadline, the NAC shall pay to the Artist a sum equal to one-eighth (1/8) of the Artist's weekly fee or three thousand, seven hundred and thirty seven dollars and thirty five cents (\$3,737.35), whichever is less.

25:04 Programs

(A) Program Credits and Photographs

An 8" by 10" professional quality photograph, and/or a professional quality digital image of each Artist who is performing a solo, lead or featured performer role shall be provided by the Artist. The photograph or image may be reduced to an appropriate size, shall be accurately reproduced, and properly identified in the house program, whether printed or online. This provision shall also apply to Artists contracted as Season Stage Managers or Stage Managers, Directors, Choreographers, Fight Directors or Intimacy Directors. The size of each photograph/image shall be subject to the limitations of space in the house program, and therefore the size and placement of the Artist's photograph/image shall be at the sole discretion of the NAC.

(B) Program Notice

The NAC shall list in the program or playbill distributed to the audience or placed on the website the names of all Artists under contract to the NAC for the production.

25:05 Errors or Omissions

In the event that there are errors or omissions in the playbill and/or program, on the website or in an online program, the NAC agrees that upon receipt of notice of an omission or error in such listing, the NAC will, within twenty-four (24) hours (including at least one (1) business day), place in the playbill and/or program a printed slip correcting the omission or error, and/or correct the omission or error online. If there is a printed program, the NAC will also correct the omission or error in the next printing of the playbill or program, provided such notice is given at least twenty-four (24) hours prior to the printing deadline. In addition to a printed slip or online correction, the omission or error shall also be corrected by an announcement being made to the audience before the performance.

25:06 Biographical Materials in Programs

The NAC shall ensure that biographies of all Artists provided for in Clause 25:04(A) shall appear in the house program.

(A) Artist’s Right of Approval

The Artist is required to submit biographical material for the program or souvenir program upon signing of the contract, at the NAC’s request. The Artist may request that the material to be published be submitted to the Artist for approval, such requests shall not be unreasonably rejected. Should the Artist not inform the NAC of the disapproval of the material within twenty-four (24) hours of its submission, the material will be considered approved.

(B) Length of Biography

The NAC shall determine the space available for, and the placement of the Artist’s biography, in the house program. It is acknowledged that the NAC has the right to limit the length of a biography subject to the limitations of space in the house program.

26:00 PHOTOGRAPH CALLS AND PUBLICITY

26:01 Photographs Supplied by the Artist

Upon request from the NAC, the Artist must provide two (2) photographs, or a professional quality digital image, at the time of signing the contract.

26:02 Production Photographs for Archival and Promotional Purposes

The NAC has the right to take production photographs of the Artist during rehearsals and/or performance for archival and promotional purposes.

26:03 Use of Production Photographs

The NAC has the right to use production photographs, at no additional cost, in all communications including on TV, Internet, printed brochures, advertising and publications in connection with the engagement, or the NAC’s programming in general.

26:04 Subsequent Use of Photographs

The NAC may also:

(A) Annual Report

Use an image of the Artist in its annual report for the year in which the Artist appeared; and

(B) Public Exhibitions

Subsequently, use an image of the Artist in public exhibitions, created by the NAC and relating to the NAC or the performing Arts.

26:05 Credit

In all cases the Artist’s name shall be properly credited in the publicity within the provisions of Article 25:00 of this Agreement.

26:06 Artist’s Availability

The Artist cannot be required to be at the disposal of the NAC for the purpose of taking photographs, except within the specified rehearsal and performance hours.

26:07 Payment for Use of a Photograph

(A) Commercial Product

The NAC must obtain the Artist’s prior written authorization before the Artist’s image may be used in conjunction with the sale and/or promotion of a commercial product, and said authorization must specify the commercial product and usage involved. If the Artist consents to the use of said Artist’s image, the Artist shall be paid not less than the amount specified below for said use.

2024-2029	
Per Image Fee	\$150.10

The Artist called to a photo call for the purpose described above, whether said call is at the NAC or elsewhere, shall in addition, receive the amount as specified below per hour or part thereof for said call, unless the photo call takes place during the allowable rehearsal hours.

2024-2029	
Photo Call, per hour or part thereof	\$150.10

(B) Books

With the prior written consent of Equity, the NAC may use or authorize the use of photographs in books, provided that the Artist is properly identified therein, and the NAC may be exempt from the payment stipulated above with the prior written authorization of the Artist, copies of which must be filed with Equity. Should this procedure not be followed, the NAC shall pay the Artist the amount specified below for the use of each photograph.

2024-2029	
Procedure Not Followed Fee	\$224.58

(C) Commercial Product for the Benefit of the NAC

If the sales of the commercial product are solely for the benefit of the NAC, this Clause shall not apply. However, the NAC must obtain the prior written permission of the Artist. Such permission shall not be unreasonably withheld.

27:00 ADVERTISING OF ARTIST'S NAME

27:01 Permission Required from Artist

The NAC shall not advertise or announce the name of an Artist unless permission is given by the Artist or unless the NAC can subsequently demonstrate the NAC and the Artist or the Artist's representative have reached a written agreement with regard to the date, fee, financial conditions, and repertoire prior to the announcement.

For any infringement of this Clause, the NAC shall pay the Artist four (4) weeks of the minimum fee in accordance with Clause 10:07.

28:00 STAFFING

28:01 Concerts

(A) Elements of Staging

The NAC may engage Artists under this agreement for Concert Presentations that may include the following elements of staging: props, costumes, make-up, directed stage movement, acting or dance.

(B) Notice of Elements of Staging

The NAC must advise the Artist in writing at time of engagement of the fact that some elements of staging will be involved in the performance but does not need to specify which staged elements. If the NAC informs the Artist of this fact after the time of engagement, the Artist shall have the option of declining the engagement without penalty.

(C) Engagement of Equity Stage Director

When the NAC requires an Artist to act, move or physically create a characterization of a character, whether or not costumes are involved, depending on the complexity of the presentation, the NAC may engage an Equity Stage Director for the engagement.

28:02 Operas-in-Concert

The NAC may engage Artists for Operas-in-Concert under this agreement. If the opera is presented as a pure concert, with no elements of staging, stage management is not required.

29:00 STAGE DIRECTORS, CHOREOGRAPHERS, FIGHT DIRECTORS AND INTIMACY DIRECTORS

29:01 Duties of the Stage Director

The Stage Director shall conduct rehearsals, appear promptly for all scheduled rehearsals, respect the physical property of the NAC, performance venue and place of rehearsals, conduct rehearsals in a manner not violative of any rules of Equity, abide by particular Artistic policies specific to the NAC and to which the Artist is contracted, and generally fulfill the Artistic planning and production contributions commonly within the scope of the functions of the Director.

29:02 Availability of Stage Director

The Stage Director shall be available for such meetings and consultations as are required by the NAC, particularly with the NAC staff and music director. Such meetings and consultations shall be agreed to in advance, and included in the engagement contract, or after signing, in a rider thereto, and must be specific as to dates, times, locations, and remuneration of travel and lodging expenses.

29:03 Duties of the Choreographer

The Choreographer shall conduct dance rehearsals, appear promptly for all scheduled rehearsals, respect the physical property of the NAC production, theatre, and place of rehearsal, conduct rehearsals in a manner not violative of any terms of this Agreement, abide by particular artistic policies specific to the NAC and to which the Artist is contracted, and generally fulfil the artistic planning and production contributions commonly within the scope of the functions of the Choreographer.

29:04 Availability of Choreographer

The Choreographer shall be available for such meetings and consultations as are required by the NAC, particularly with the Stage Director and music director. Such meetings and consultations shall be agreed to in advance, and included in the engagement contract, or after signing, in a rider thereto, and must be specific as to dates, times, locations, and remuneration of travel and lodging expenses.

29:05 Stage Directors and/or Choreographers - Consultation

(A) Consultation Before Signing

Before agreeing to direct a production, the Stage Director and Choreographer have the right to knowledge, but not approval, of the following production arrangements: the name of the Season Stage Manager or 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 NAC.

(B) Consultation After Signing

Subsequent to the engagement of the Stage Director and/or Choreographer, decisions regarding production and rehearsal schedules, casting, designer, scenery, lighting and costuming will be made in consultation with the Stage Director and Choreographer in person, by mail or by telephone if the Stage Director and Choreographer are readily available for such consultation.

(C) Consultation After Opening

After the opening of the production the work of the Stage Director and/or Choreographer shall not be changed or deleted by the NAC unless:

- (i) required by emergency; or
- (ii) the physical conditions of the theatre necessitate change and/or deletions; or
- (iii) where the foregoing conditions do not apply, the Director is first consulted with respect to the proposed changes.

(D) Additional Work Required After Termination

Should the Stage Director and/or Choreographer be asked to do additional work on a production after the termination of their contract, a separate fee commensurate with the work to be done will be negotiated. Should this arrangement not be part of the original contract, the Director will be compensated daily at two per cent (2%) of the total contractual fee.

29:06 Requirement for a Fight Director

The NAC will determine if staging requires fight direction. When fight direction is required, a Fight Director shall be contracted whenever two (2) or more Artists are required to participate in stage fighting as defined in this agreement and involving one (1) or more of the following elements:

- (i) weapons of any sort, including but not limited to, furniture or other props used as weapons; and/or
- (ii) acrobatics, including but not limited to, choreographed throws and falls; and/or
- (iii) martial arts and unarmed combat.

29:07 Requirement for an Intimacy Director

An Intimacy Director may be requested by the Director or the Performer who is engaged in onstage intimacy as defined in this Agreement. An Artist's request shall not be unreasonably denied.

29:08 Duties of the Fight Director and/or Intimacy Director

The Fight Director and/or Intimacy Director shall appear promptly for all scheduled calls to work, conduct rehearsals, respect the physical property of the NAC and the production's Designated Venue, abide by particular artistic policies specific to the NAC and to which the Artist is contracted, and generally fulfil the artistic planning and production contributions commonly within the scope of the functions of the Fight Director and/or Intimacy Director.

29:09 Availability of the Fight Director and/or Intimacy Director

The Fight Director and/or Intimacy Director shall make themselves available for such meetings and consultations which may take place at anytime as required by the NAC. Such meetings and consultations shall be agreed to in advance.

29:10 Changes to Fight Choreography

After the completion of the fight rehearsals, the fight choreography shall not be changed unless:

- (i) required by emergency;
- (ii) the physical conditions of the theatre necessitate change and/or deletions; or
- (iii) where the foregoing conditions do not apply, the Fight Director is first consulted with respect to the proposed changes and offered the opportunity to conduct the necessary rehearsals to implement the required changes. A separate fee commensurate with the work to be done shall be negotiated, subject to the minimum fees expressed in Clause 10:07.

The above shall not apply in the event that the fight choreography for an entire sequence is cut from the production.

29:11 Fight Captain

(A) Responsibilities

A Fight Captain shall be responsible for the following services and duties: observe all stage fighting rehearsals, consult with the Fight Director on all aspects of the onstage intimacy, conduct and monitor any run-throughs of the stage fighting prior to performance, make blocking changes relevant to the stage fighting while on tour or in emergencies, call stage fighting rehearsals as necessary in consultation with the Stage Manager.

Should the Fight Captain deem it necessary to have a run-through of the stage fighting prior to a performance, the Engager shall call the Artist for the stage fighting run-through, not to exceed fifteen (15) minutes, immediately prior to the half-hour call without additional compensation. Any breaks required prior to the half-hour call shall not be reduced by the stage fighting run-through.

(B) Remuneration

A Fight Captain shall be free to negotiate remuneration above the minimum fees specified in Clauses 10:07 as appropriate to the work required and acceptable to the Artist, which shall not be less than the additional duties fee as provided for in Clause 10:04.

(C) Authority

A Fight Captain shall work in consultation and co-operation with the Stage Manager but not usurp or override the Stage Manager's authority.

29:12 Changes to Intimacy Choreography

After the completion of the intimacy rehearsals, the intimacy choreography shall not be changed unless:

- (i) required by emergency;
- (ii) the physical conditions of the theatre necessitate change and/or deletions; or
- (iii) where the foregoing conditions do not apply, the Intimacy Director is first consulted with respect to the proposed changes and offered the opportunity to conduct the necessary rehearsals to implement the required changes. A separate fee commensurate with the work to be done shall be negotiated, subject to the minimum fees expressed in Clause 10:07.

The above shall not apply in the event that the intimacy choreography for an entire sequence is cut from the production.

29:13 Intimacy Captain

(A) Responsibilities

An Intimacy Captain shall be responsible for the following services and duties: observe all onstage intimacy rehearsals, consult with the Intimacy Director on all aspects of the onstage intimacy, conduct and monitor any run-throughs of the onstage intimacy prior to performance, make blocking changes relevant to the onstage intimacy while on tour or in emergencies, call onstage intimacy rehearsals as necessary in consultation with the Stage Manager.

Should the Intimacy Captain deem it necessary to have a run-through of the onstage intimacy prior to a performance, the Engager shall call the Artist for the onstage intimacy run-through, not to exceed fifteen (15) minutes, immediately prior to the half-hour call without additional compensation. Any breaks required prior to the half-hour call shall not be reduced by the onstage intimacy run-through.

(B) Remuneration

An Intimacy Captain shall be free to negotiate remuneration above the minimum fees specified in Clauses 10:07 as appropriate to the work required and acceptable to the Artist, which shall not be less than the additional duties fee as provided for in Clause 10:04.

(C) Authority

An Intimacy Captain shall work in consultation and co-operation with the Stage Manager but not usurp or override the Stage Manager's authority.

30:00 STAGE MANAGEMENT

30:01 Stage Management Staffing Formulae

(A) Sufficient Personnel

The NAC shall engage sufficient stage management personnel to ensure the safe and efficient running of a production or performance.

(B) Stage Manager Requirement

The NAC shall ensure that a Season Stage Manager or a Stage Manager is engaged for each production that includes an element of staging and/or requires the coordination of backstage activity and/or requires stage management to call a large number of cues (including but not limited to entrances and exits, lighting, sound and effects cues).

(C) Engagement of Stage Managers and Assistant Stage Managers

The NAC agrees that it will engage only existing Equity Stage Managers for all Stage Manager and Assistant Stage Manager positions. Equity will provide upon request a current and up-to-date list of Stage Managers who have informed Equity that they are available for work. However, the NAC shall not be obliged to engage a Stage Manager or Assistant Stage Manager whom the NAC judges to be incompatible with its needs.

A person who is not already a member of Equity and who is not eligible to join Equity will be engaged pursuant to the provisions of Clause 2:01(B) of this Agreement.

30:02 Season Stage Managers and Stage Managers

(A) Term of Engagement

All Season Stage Managers or Stage Managers shall be engaged one (1) week prior to the commencement of rehearsals.

(B) Engagement of a Season Stage Manager

(i) Minimum Engagement period and Unpaid Hiatus Weeks Within a Season Contract

The minimum engagement period for a Season Stage Manager shall include no fewer than twenty (20) paid weeks.

An engagement contract for a Season Stage Manager may include unpaid hiatus weeks within the engagement period. However, an unpaid hiatus period may not be less than two (2) weeks without Equity's prior written consent, which shall not be unreasonably withheld.

Any unpaid hiatus periods shall be specified in rider to the Artist's engagement contract and the unpaid hiatus period dates may only be amended by the mutual agreement of the NAC and the Artist.

(ii) Multiple Productions

The Season Stage Manager may prep, schedule, attend production meetings and stage manage the rehearsal of performance of more than one production in each week of engagement.

(iii) Sharing of Season Stage Manager Contract

In the case where a Season Stage Manager is engaged in accordance with the provisions above but becomes unavailable for a certain period during the engagement, with the agreement of the NAC, a substitute Stage Manager may be engaged for the period, and the remuneration of the Season Stage Manager will be commensurately reduced for the period the Season Stage Manager does not provide service.

The NAC will advise Equity of the amount of reduction in each week.

(C) Responsibilities of Stage Management

The Season Stage Manager or the Stage Manager and the NAC will thoroughly discuss the Stage Management responsibilities for a given season and production(s) prior to the start of the season and rehearsal(s).

30:03 Span of Working Day

(A) Working Day

A Stage Management working day begins with the arrival at the rehearsal hall or theatre for the first Stage Management call of the day and ends with the departure from the rehearsal hall or theatre after the last Stage Management call of the day. It is understood that the first or last call may begin or end with a preparation call or a Performers' call. If the Season Stage Manager or the Stage Manager's working day ever exceeds a span of thirteen (13) hours, the rate specified below will apply.

2024-2029	
Exceed Span of Day	\$45.65 per half hour
Fee	or part thereof

(B) Approval of Overtime

Any overtime which would result from Stage Management scheduling decisions must be approved by the NAC's designated representative in advance. If the NAC'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 NAC's designated representative of such overtime in a timely fashion.

30:04 Preparation Time

It is recognized that the nature of Stage Management duties and responsibilities involves additional preparation time before and after each rehearsal and/or performance. Preparation time may be used, in part or in whole, before and/or after each rehearsal and/or performance, and should be allocated at the discretion of the Season Stage Manager or the Stage Manager, after consultation with the NAC's designated representative. Preparation time shall be limited to one (1) hour per day.

30:05 Discretion in Organization of Work

The NAC acknowledges that the Season Stage Manager or the Stage Manager holds a position of supervisory responsibility and, as such, may exercise discretion in arranging their work. Such discretion shall be exercised by the Season Stage Manager or the Stage Manager, after consultation with the NAC. The Season Stage Manager or the Stage Manager cannot be held responsible for any overtime which may arise through circumstances beyond their control.

30:06 Free Days

All Stage Management personnel shall receive the same number of free days in each engagement week as the Performers.

30:07 Overnight Rest Period

The overnight rest period for the Season Stage Manager or the Stage Manager may not be less than twelve (12) hours.

30:08 Production Meetings

The Season Stage Manager or the Stage Manager shall attend all scheduled production meetings which involve the discussion of elements of the production which directly affect the duties and responsibilities of Stage Management.

30:09 Excess Rehearsal, Cuing and Scene Changes

Any Stage Management personnel required to attend rehearsals, cuing sessions and scene change rehearsals, in excess of the allowable hours of rehearsal, exclusive of preparation, shall be paid at the appropriate overtime rate.

30:10 Additional Duties After the First Public Presentation

After the first public presentation, should the performance of additional duties or other duties occur outside the span of the working day or invade any break or rest period, the Season Stage Manager or the Stage Manager shall be compensated at the appropriate overtime rate.

30:11 Duties and Responsibilities of the Season Stage Manager or the Stage Manager

The Season Stage Manager or the Stage Manager shall have the following duties and responsibilities:

(A) Organization of Rehearsals and Performances

Organize rehearsals and performances with NAC staff and schedule rehearsal calls.

(B) Prompt Book

Assemble and maintain a prompt book, which is the property of the NAC.

(C) Coordination and Communication

Work with the Stage Director and coordinate and communicate with the heads of all other departments during rehearsals and after first public presentation.

(D) Cuing Sessions

Attend all cuing sessions for the production.

(E) Maintenance of Artistic and Technical Intentions

Maintain, to the best of their ability, the artistic and technical intentions of the Director, producer and designer after opening.

(F) Backstage and Dressing Areas

The Season Stage Manager or the Stage Manager is in sole charge of the backstage and dressing areas and is in sole charge of cuing the movement of all scenic elements, technical elements, and Performers during performances.

(G) Record-Keeping

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.

(H) Security

Implement provisions made by the NAC for the security of personal property.

(I) Physical Welfare

Assist and advise members of the company on matters relating to their physical welfare.

(J) Communication with the NAC's Designated Representative

During the rehearsal period communicate with the NAC'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 NAC's designated representative in the form of a daily show report. The Stage Management show report shall be treated as confidential to those on the distribution list.

30:12 Prohibited Duties

Season Stage Managers or Stage Managers are not permitted to accept responsibility for:

- (i) Fulfilling the duties of union members whenever members of unions are engaged for a production.
- (ii) Fulfilling the duties of NAC Management.
- (iii) Signing closing notices.
- (iv) Building maintenance.
- (v) Payroll.
- (vi) Serving meals for the Performers.
- (vii) Understudying and performing.
- (viii) General office duties.

31:00 FORCE MAJEURE

If the fulfilment of this Agreement by the NAC is prevented, rendered impossible or unfeasible by any act or regulation of any public authority, civil tumult, strike, lockout or labour dispute (whether or not involving the NAC), epidemic, interruption or delay of transportation services, war conditions or emergencies, or any cause beyond the control of the parties to this Agreement, then and thereupon engagements subject to this Agreement shall terminate and the respective obligations shall be required to be performed only up to the time of such termination, and there shall be no claim for damage by either party to this Agreement arising from the termination of the engagements and the contracted obligations of the parties from and following the termination of this Agreement shall be deemed waived.

32:00 TERMINATION

32:01 Written Notice

It is the essence of all engagement contracts that all termination notices thereunder, must be in writing. Copies of all notices must be filed with or mailed to Equity forthwith by the party (Artist or NAC) giving notice.

32:02 Termination of Individual Engagement Contract

An individual Artist's engagement contract may be terminated as follows:

(A) Mutual Agreement

By mutual agreement, in writing, a copy of which must be filed with Equity; or

(B) Breaches

For the reasons set out in Clause 9:02 of this Agreement.

32:03 Dispute

Any dispute involving termination of a contract of engagement with an Artist and any claim regarding expenses or losses incurred by either party shall be subject to the arbitration procedures specified in Article 36:00 of this Agreement.

33:00 TERMINATION DUE TO ACCIDENT, SICKNESS

33:01 Extraordinary Risk

When the Artist shall have absented the Artist's self for two (2) days by reason of accident involving "extraordinary risk," the NAC may terminate the Artist's contract immediately by paying the Artist their contractual fee.

33:02 Absence Due to Accident or Illness

(A) Termination After Two Day Absence

When the Artist shall have absented the Artist's self for two (2) consecutive days by reason of illness or accident, the NAC may terminate the Artist's contract at the end of two (2) days effective immediately.

(B) Immediate Termination

If, in the opinion of the NAC and the conductor, the absence of the Artist prior to the end of this two (2) day period will jeopardize the production, the NAC may terminate the contract immediately.

(C) Termination Payment

When the Artist's contract is terminated in accordance with (A) or (B) above, the NAC will pay the Artist a pro-rata amount of one-sixth (1/6th) of the Artist's contractual fee per day, up to a maximum of two thousand, nine hundred and ninety dollars and thirty-six cents (\$2,990.36) per week for services rendered to date.

33:03 Notification of Illness

The inability of an Artist to rehearse or perform due to illness shall be announced to all Artists on a production as soon as possible.

34:00 ACCIDENT, SICKNESS, AND EXTRAORDINARY RISK INSURANCE

34:01 Description

Benefits are provided for Accidental Loss of Life, Limb or Sight, including Extraordinary Risks as defined in Clause 12:07 and Loss of Income due to an accident, sickness or Extraordinary Risk for members of Equity engaged under a contract approved by Equity. (Full details of the current policy are available from Equity.)

34:02 Premium

The NAC shall pay the current premium per engagement week or any part thereof to Equity on behalf of each Artist to cover the costs of the Equity Accident and Sickness Insurance Plan which will apply to all Artists according to the terms of the Plan. The current premium shall be established by Equity at the commencement of this Agreement, and shall only be modified with at least one hundred and twenty (120) days notice to the NAC. For the purposes of this Clause 34:02, the engagement week shall be defined as being from Monday to Sunday inclusive.

35:00 RECORDING

35:01 Requirement

The Artist's performance cannot be recorded under this Agreement, in any way, except as provided for below.

(A) Archival Recording

The NAC may record, for the exclusive use of its archives, an audio or audio-visual recording of the Artist's work. The Artist must receive at least forty-eight (48) hours notice of an audio or audio-visual recording and there shall be no additional rehearsals to facilitate the recording which shall be made from a public performance.

(B) Current Affairs Recording

A maximum of five (5) minutes of performance or rehearsal may be recorded for presentation on a news, artistic affairs, or current affairs program without payment to the Artist.

(C) Internet Use

During the current rehearsal period or run of the production or activity, recordings made pursuant to Clause 35:01(B) for the purpose of current affairs may be presented on:

- (i) equivalent current affairs websites; and/or
- (ii) non-commercial, non-curated, generic content, open access video sharing websites; and/or
- (iii) the NAC's zone of social networking websites; and/or
- (iv) the NAC's website;

provided that:

- (a) the NAC uses its best efforts to ensure that the material cannot be downloaded; and
- (b) no revenue is generated from the viewing of the material; and
- (c) the names of all Artists involved appear in the material or appear prominently in the description or framework of the material.

In addition to the recording and use of Current Affairs footage as noted above, the NAC may also access material captured in accordance with Clause 26:02 for uses in accordance with Clauses 35:01 (B) and (C).

(D) CBC Live-to-Tape Audio Recordings and Broadcasts

A live-to-tape recording is defined as a finished audio recording derived from up to three (3) public performances, recorded by the Canadian Broadcasting Corporation for broadcast on its radio networks. Broadcast may be on a live or delayed basis in Canada and on a delayed basis outside Canada over the CBC's English and French radio stations including isolated locations in Canada and over the facilities of the Canadian Forces abroad and at sea.

In any case, the provisions of this Clause 35:01(D) shall not be interpreted to limit any further clarification of broadcast rights via internet transmission as provided for in the applicable ACTRA CBC agreement.

Such finished recordings shall not involve the Artist in any additional work and shall not take place on more than three (3) days unless additional payments are made. The NAC shall notify Equity at least thirty (30) days in advance of any such recording and provide Equity with the details thereof.

(i) Requirement for CBC/ACTRA Contract

A Performer shall be signed to the applicable CBC/ACTRA Radio Agreement contract for any such recording and broadcast by the CBC and copies of same shall be filed with Equity.

(ii) Minimum Rates

The following minimum fees in accordance with the CBC/ACTRA Radio Agreement shall apply to the engagement of a Stage Director, Choreographer, Production Stage Manager, Stage Manager and Assistant Stage Manager for a recording:

Production Stage Managers	½ Soloist
Stage Manager	½ Soloist
Assistant Stage Manager	½ Chorus
Stage Director	Chorus
Choreographer	½ Chorus

The compensation for a non-performing Artist is to be detailed in a rider to their engagement contract under this Agreement. For clarity, non-performing Artists are not signed to ACTRA contracts.

If the production has no Chorus, the Chorus fee will be understood as the fee for chorus of twenty (20) or more.

Additionally, the NAC shall ensure that the Artist shall have the opportunity to negotiate a royalty prior to such recordings being made.

Except as provided for in (A) and (B) above, the Artist shall not be required to participate in a recording or broadcast without the Artist's written consent.

(E) Other Reasons

If the NAC wishes to record the Artist's performance for any other reason, a separate Agreement shall be entered into between the NAC and Equity, governed where applicable by national agreements.

35:02 Use of Archival Material by Artist

The NAC may approve an Artist's written request for a personal archival copy of their performance(s) subject to the following conditions:

- (i) the archival recording copy may not be edited in any way;
- (ii) the archival recording copy shall be audio only;
- (iii) the reproduction of the archival recording copy must be approved by the Musicians of the National Arts Centre Orchestra through the American Federation of Musicians, Local 180.

36:00 DISPUTE RESOLUTION AND ARBITRATION

36:01 Differences Between Parties

Equity and NAC agree that all differences between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including the Artist's engagement contract, shall be dealt with pursuant to the following provisions:

36:02 Notice of Dispute

If there is an issue relating to the interpretation, application, administration or alleged violation of this Agreement, including the Artist's engagement contract then the party wishing to raise the issue must do so with the other party within ten (10) business days of the matter coming to its attention, or within ten (10) business days in which either party ought reasonably to have known of the breach, but in any event no later than ninety (90) days after the occurrence. This must be done in writing and must set out the issue and the relief claimed. If the above time limit is not complied with then the matter cannot be raised.

36:03 Dispute Resolution Meeting

Once a notice of dispute has been delivered, either party may request, within five (5) business days, a meeting to discuss the disagreement. Both parties shall meet within ten (10) business days of the request being received, or on a mutually agreed date. The meeting may be held in person or by teleconference to be determined by the parties. At such meeting, either party may have whomsoever they wish in attendance, provided that each party is represented by an equal number, such number to be mutually agreed upon between the parties.

The purpose of the meeting is to settle the disagreement amicably and the parties agree to use their best efforts to reach a reasonable resolution. The meeting is without prejudice to any position the parties may take in arbitration should the matter proceed to that stage. The meeting is confidential, and the parties are encouraged to offer creative options for resolution. Any such options discussed are for the purpose of alternative dispute resolution only and cannot be used in later arbitration proceedings. Any agreement reached does not create a precedent unless the parties otherwise agree. Should a resolution not be reached at this meeting, either party may, within ten (10) business days refer the matter to arbitration.

36:04 Referral for Arbitration

Either party, once a response has been delivered may, within fourteen (14) days, refer the matter for arbitration pursuant to these provisions.

36:05 Meeting After Referral to Arbitration

The parties agree to hold at least one meeting after the referral, at least one week prior to the commencement of arbitration hearings. If the matter cannot be settled, then it will be resolved by arbitration.

36:06 Appointment of Arbitrator

The parties shall agree on an arbitrator as soon as possible after the sending of the referral to arbitration and, if no agreement on the appointment of an arbitrator can be reached then they, or either of them, shall request the federal Minister of Labour to appoint an arbitrator.

36:07 Confidentiality

The parties shall use their best efforts to maintain confidentiality during this process.

36:08 Location of Arbitration Hearings

Any arbitration hearings shall take place within the National Capital Region.

36:09 No Recourse to a Court of Law

The parties agree that no recourse shall be had to a court of law by either party or any Artist covered by this Agreement, unless it is to enforce an award made pursuant to the arbitration process or until the other party has failed to comply with these arbitration procedures.

36:10 No Modification of Agreement

The parties agree that the Arbitrator does not have jurisdiction to alter, amend, change, modify, add to, or subtract from, any of the provisions of this Agreement.

36:11 Arbitrator's Compensation and Expenses

The Arbitrator's compensation and expenses shall be borne equally by the parties.

37:00 ARTICLE OMITTED

38:00 TOURING

38:01 Touring Conditions

(A) Artist on Tour

Whenever the Artist is required by the NAC for any reason to be away from the point of origin for ten (10) or more consecutive hours, the Artist shall be considered to be on tour and the provisions of Article 38:00 shall apply.

(B) Touring Itinerary

(i) Within Canada

For tours within Canada, the NAC will notify Equity at least thirty (30) days in advance of the proposed itinerary including the method of transportation, performance venues, repertoire, and the Artists involved.

(ii) Outside Canada

For tours outside Canada, arrangements must be negotiated between Equity and the NAC at least thirty (30) days in advance, in writing. These arrangements shall include, but not be limited to, the full terms and conditions of the Agreement except as specifically modified. The arrangements shall be confirmed in a rider to each engagement contract for the tour.

(C) Transportation Methods

The Artist shall travel by such routes as the NAC may direct. Travel time is deemed to be consecutive and all waiting periods between alighting from one vehicle and boarding another vehicle shall be part of travel time. The Theatre shall, at its own expense, transport the Artist when the Artist is required to travel. Should any performance be lost through any delays in travel, the loss of said performance shall not affect the Artist's contractual fee.

(D) Lodging

While on tour the NAC shall supply the Artist with single occupancy lodging satisfactory to the Artist and at no cost to the Artist.

(E) Per Diem

While on tour the Artist shall receive a daily expense allowance in accordance with the current NAC Corporate Guidelines. Outside Canada, the minimum per diem shall be the amount set forth by the Treasury Board of Canada Secretariat based on commercial lodging.

(F) Travel Insurance

The Artists for whom travel insurance must be placed will be insured by the NAC under the travel accident insurance plan administered by Equity.

In addition to the Artist's coverage under the Equity Accident and Sickness insurance and touring insurance, the NAC shall provide additional health, medical and dental insurance coverage for the Artist while outside Canada equivalent to that which the Artist would receive under the applicable provincial health care system. The coverage cannot exclude pre-existing conditions, and the NAC is responsible for the cost of any emergency medical treatment in excess of this coverage. The NAC may provide this insurance coverage directly or may reimburse the Artist for the cost of obtaining such insurance individually, such agreement to be confirmed in a rider to the Artist's engagement contract.

39:00 AGREEMENT AVAILABLE IN BOTH OFFICIAL LANGUAGES

In keeping with the National Arts Centre's commitment to the Official Languages Act, the NAC and Equity shall make copies of the Agreement available in both official languages.

In the event that a dispute arises in the interpretation of the Agreement, the English version shall take precedence.

40:00 DURATION OF THE AGREEMENT

40:01 Expiration of Agreement

The Agreement shall take effect September 1, 2024, and expire at 11:59 p.m. on August 31, 2029.

40:02 Notice to Bargain

Either party may, in the three (3) months immediately preceding the expiry date, issue a notice to the other party to begin bargaining in order to renew or revise it, or to enter into a new scale agreement.

APPENDIX A NATIONAL ARTS CENTRE MUSIC DEPARTMENT EMPLOYEE POLICIES

The policies listed in this Appendix shall apply to all “employees” hired/engaged by the National Arts Centre Music Department.

For the purposes of this Appendix the term “employee” shall include independent contractors engaged by the National Arts Centre Music Department under the National Arts Centre Music Department Agreement.

The NAC will provide updated policies to Equity as they become available.

Artists may request copies of the policies at any time and can do so by reaching out to a member of the production team.

- (i) Alcohol Policy
- (ii) Health & Safety Policy
- (iii) Smoking and Vaping Policy
- (iv) Social Media Policy
- (v) Theft and Vandalism Control Policy
- (vi) NAC Code of Conduct
- (vii) Workplace Harassment and Violence Prevention Policy

APPENDIX B OPERA PRODUCTION SIDE LETTER

Ms. Arden R. Ryshpan
Executive Director
Canadian Actors' Equity Association
44 Victoria Street, 12th Floor
Toronto, ON
M5C 3C4

Dear Arden:

Further to the negotiations for a renewed Scale Agreement between the National Arts Centre Music Department and the Canadian Actors' Equity Association, this is to confirm that the National Arts Centre (NAC) has agreed to the following point:

In years when Equity is deemed to have jurisdiction (as opposed to UDA) whenever the NAC produces fully-staged opera productions it will abide by the terms of the Opera Agreement. In accordance with past practice, should the NAC seek to amend any of the terms of the Opera Agreement as they would apply to a specific production, we would approach Equity in advance.

Sincerely,

Managing Director
National Arts Centre Orchestra

NACMDA

2024 - 2029

Canadian Actors'

EQUITY

Association

www.caea.com

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Toronto, ON M5C 3C4

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