

NAC SEA

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 SPECIAL EVENTS AGREEMENT

2024 - 2029

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PREAMBLE

- I. The parties to this Agreement are as follows: 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 the Centre); and Canadian Actors' Equity Association (hereinafter called Equity).
- II. 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 (hereinafter referred to as The Act) certification issued by the Canadian 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."

- III. The term "Artist" in this Agreement shall mean all the categories listed in PREAMBLE II above, as well as Intimacy Director and Intimacy Captain.
- IV. This Agreement applies when the NAC is the producer of a production or event, such as, but not limited to, a gala, launch or festival, and contracts directly with an individual Artist uniquely for the services of that Artist, except where such programming is governed by other existing agreements, such as the National Arts Centre Music Agreement, or the Canadian Theatre Agreement.
The intent of this Clause is that the NAC shall only engage Artists as listed in PREAMBLE II pursuant to an agreement negotiated with Equity.
- V. At such time when the NAC contemplates the engagement of any Artist as identified in PREAMBLE II for any activities not covered by this Agreement, Equity and the NAC agree to enter into negotiations for a scale agreement in a timely fashion.
- VI. 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.
- VII. This Agreement does not apply to the following:
 - (i) When the NAC is the Presenter;
 - (ii) The contracting of Artist(s) or self-contained groups who perform as part of a pre-packaged show/performance;
 - (iii) To rentals and self-presents, even when no rent is charged;
 - (iv) The engagement of Amateur Artists.

The NAC and Equity acknowledge that the NAC may want to collaborate on, or present another company's activity or production.

Upon being made aware that an Equity member is part of a presented activity or production, the NAC will inform the company that there are minimum terms and conditions that apply for the engagement of Equity members. The NAC shall direct the company to contact Equity for further details.

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

1:00 LAWS GOVERNING THIS AGREEMENT

- 1:01** The NAC is a federal entity abiding by federal rules and legislation, including the Status of the Artist Act, Canada Labour Code and the Canada Human Rights Act.

2:00 CANADIAN ACTORS' EQUITY ASSOCIATION SPECIAL PROVISIONS

2:01 Recognition of Canadian Actors' Equity Association

The NAC recognizes that Equity is the exclusive bargaining agent for all persons defined as Artists in PREAMBLE II and engaged by the NAC for purposes within the purview of this Agreement.

2:02 Special Power to Act for Artist

(A) Authority

Whenever it is provided in this Agreement or in any engagement contract that something may be done by a member:

- (i) at the option of, or with the consent of, or at the request of Equity; or
- (ii) on the demand of, or with the consent of such member, then Equity, representing the Artist, has, and is given, authority to act for, and in the place of the member, and to assert their position, or make their request or demand, as the case may be, with all of the power and authority of the member themselves without liability to itself.

(B) Consent

In all cases where by virtue of this Agreement and/or any engagement contract, the consent, approval or initial interpretation by Equity is required and Equity has, and reserves full discretionary power in giving its consent to change, modify, amend or limit rights of any of its members, said action to be taken on behalf of Equity in writing by the Executive Director, or one of the Executives especially authorized by the Executive Director to act.

(C) Representation

Equity may represent its members in any dispute which may arise with the NAC, and Equity may, at all times, represent its members in relation to any matter arising out of this Agreement or any engagement contract. When any act or request or consent of any such member 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 member.

2:03 Equity Liaisons and Representatives

Equity Liaisons shall be permitted on any production.

The NAC shall not dismiss or otherwise penalize any Artist for fulfilling their duties or obligations as an Equity Liaison, elected officer, or member of Equity.

2:04 Access of Equity

Authorized representatives of Equity shall have free access to all members of Equity at all times, inclusive of rehearsals or performances.

However, 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.

3:00 NAC MANAGEMENT RIGHTS

- 3:01** 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 Dispute Resolution and Arbitration set out in Article 30:00 of this Agreement.

- 3:02** Except where specifically qualified by the specific terms of this Agreement, Equity recognizes that the management of the NAC's operations and the direction of the Artist will continue to be vested in the NAC.

- 3:03** 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.

4:00 MEMBERSHIP REQUIREMENTS

4:01 Membership

(A) Equity Members

As a condition of engagement, a member of Equity shall be 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 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 10:01(A);
- (b) an amount equal to the insurance premium provided for in Clause 10:02(B);
- (c) working dues deduction as specified in Clause 8:10(A); 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 10:01(A). Additionally, an Artist who declines to join Equity shall not be covered by Equity's Accident and Sickness Insurance Plan provided for in Clause 10:02 except for Accidental Death and Dismemberment coverage.

4:02 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 may be engaged as a Stage Manager or Assistant Stage Manager with the written permission of Equity, which will be given provided that the NAC has conducted a search for and considered existing Stage Manager members. The Non-Equity Stage Manager will not be eligible to join Equity but will be engaged pursuant to the provisions of Clause 4:01(B) of this Agreement.

5:00 EQUITY CONSTITUTION, BY-LAWS, RULES AND REGULATIONS

5:01 The NAC shall not knowingly request or require any members to contravene the Constitution and By-laws of Equity, and any changes thereto.

5:02 If the Constitution, By-laws, rules and regulations of Equity are amended after the signing of this Agreement, so as to create a conflict with the fulfilment of the provisions of this Agreement, then the provisions of this Agreement shall prevail.

5:03 Discipline of Members

However, notwithstanding the above, nothing herein contained shall be deemed to limit the right of Equity to suspend, expel or otherwise discipline any member or refuse to admit any non-member pursuant to the Constitution, By-Laws, rules and regulations of Equity.

6:00 TERMS OF ENGAGEMENT

6:01 Responsibilities of 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.

6:02 Hours of Work

(A) Normal Work Day

The Artist may be called to work up to seven (7) out of twelve (12) consecutive hours per day, with a meal break of at least one (1) hour after a maximum of five (5) hours of work. For any invasion of the meal break, the overtime rate in accordance with Clause 6:12 shall apply.

For continuous work in excess of five (5) hours, and for more than seven (7) hours of work in a day, the NAC shall be required to pay overtime in accordance with Clause 6:10.

(B) Extended Work Day

Directors, Assistant Directors and Stage Management on weekly contracts, may work up to three (3) workdays of ten (10) out of twelve (12) consecutive hours prior to the day of the first public performance. There shall be at least two (2) one (1) hour breaks, or one (1) two (2) hour break after a maximum of 5 hours. This work must include on-stage, technical or dress rehearsals.

For continuous work in excess of five (5) hours, and for more than ten (10) hours of work in a day, the NAC shall pay overtime in accordance with Clause 6:10.

For any invasion of the meal break, the NAC shall pay the meal infringement rate in accordance with Clause 6:12.

(C) Work on a Performance Day

On a performance day, an Artist may be called to work for one (1) continuous call of up to five (5) hours once per engagement week. Directors, Assistant Directors and Stage Management may be called to work for up to seven (7) hours, with a meal break of at least one (1) hour after a maximum of five (5) hours of work.

For continuous work in excess of five (5) hours and for more than seven (7) hours of work in a day exclusive of the performance and the free time prior to the performance the NAC shall pay overtime in accordance with Clause 6:10.

For invasion of the meal break the NAC shall pay the meal break infringement rate in accordance with Clause 6:12.

6:03 Overnight Rest

Each Artist shall be entitled to a minimum of twelve (12) hours of overnight rest between the end of work and the start of work on the next day.

6:04 Infringement of Overnight Rest

Should an Artist be required to work within the overnight rest period as defined in Clause 6:04, the Artist will be paid in accordance with Clause 6:11.

6:05 Free Day

(i) For every consecutive seven (7) days of engagement the Artist shall have at least one (1) free day.

(ii) A free day must occur within the engagement week of which it is a part.

(iii) In the case of an engagement period of six (6) consecutive days or less a free day is not required.

(iv) The number of consecutive working days shall not exceed nine (9) days.

- (v) The free day shall commence no later than 12:00 midnight and end no earlier than 9:00 a.m. of the day following the free day. If the performance immediately prior to a free day runs beyond 12:00 midnight, the Artist may not be called during the subsequent thirty-three (33) hours after the final curtain in the city of the designated venue.

6:06 Rest Periods

During any call to work exceeding two (2) hours an artist shall be entitled to a rest period of five (5) minutes for every consecutive hour of work. Rest periods shall be cumulative and may take place at any time within the work period, provided that the Artist receives a break after two (2) consecutive hours worked.

6:07 Free Time Prior to the Performance

(A) Break

There shall be no less than one-and-one-half (1 1/2) hours free before the half-hour call during which the Artist may not be called upon to perform any service whatsoever for the NAC.

(B) Payment for Invasion

- (i) For invasion of the first half (1/2) hour or part thereof, the NAC shall provide and pay for a meal for the Artist;
- (ii) For invasion of the second half (1/2) hour or part thereof the NAC shall pay the amount specified below to the Artist in addition to providing the meal specified in Clauses 6:07(i) above;

2024-2029
\$27.55

- (iii) For invasion of the third half (1/2) hour period or part thereof (excluding the half-hour call), the NAC shall pay the amount specified below, in addition to Clauses 6:07(B)(i) and (ii) above.

2024-2029
\$50.17

6:08 Minimum Engagement

The minimum engagement shall be for three (3) days.

6:09 Overtime Rate

The overtime rate per hour or part thereof will be fifty dollars and seventeen cents (\$50.17).

6:10 Overnight Rest Infringement

The overnight rest infringement penalty rate, per hour or part thereof will be eighty-six dollars and forty-two cents (\$86.42).

6:11 Meal Break Infringement

The meal break infringement rate per hour or part thereof will be fifty dollars and seventeen cents (\$50.17).

6:12 Overtime Notice

During any workday the NAC will endeavour to inform the Artist at least fifteen (15) minutes before overtime is due to begin.

6:13 Posting of Calls

The call for the next day must be posted before the end of the day. If the Artist has been dismissed before the end of the day, it is their responsibility to find out when their next call will be.

6:14 Half-Hour Call

For the purpose of preparation, a minimum of one half (1/2) hour shall be included in each call to work for which an Artist is required to be present in costume and/or makeup.

6:15 Travel Between Locations

Transportation from one venue to another shall be considered as work and shall be paid for as such. Transportation between venues shall be provided by the NAC.

6:16 Maximum Number of Performances in a Week

The maximum number of performances in a week shall be six (6).

6:17 Maximum Number of Performances in a Day

The maximum number of performances permitted in a day is one (1).

6:18 Dress Clothes, Costumes and Make-up

(A) Personal Clothing

The Artist may provide dress clothes appropriate for performance under this Agreement. The NAC will supply the required clothing, if it is not readily available in the Artist's personal wardrobe.

No Artist shall provide any wardrobe, shoes or hair piece(s) to the NAC for use in any performance unless the terms of this arrangement 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(s) 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.

(B) Costume

When the NAC requires 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 basic make-up, which they provide and apply. However, if the NAC requires an Artist to perform in speciality theatrical make-up, the NAC shall provide the make-up and a make-up Artist.

7:00 WORKPLACE SAFETY

7:01 Safe and Sanitary Places of Engagement

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.

7:02 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 production activities for the NAC.

7:03 Extraordinary Risk

(A) Extraordinary Risk Rider

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

(B) Responsibility of the NAC

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

(C) Fight Rehearsal

All Artists who participate in stage fighting shall run through the routine before each performance.

8:00 COMPENSATION

8:01 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, and accepted by the NAC, in which case the exchange rate used for dues and benefit calculation shall be stipulated on the face of the engagement contract.

8:02 Payment

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. Alternative methods of payment may be negotiated at the request of the Artist and shall be included in the contract as a rider.

If the engagement is more than seven (7) days a mutually agreed to schedule of payments shall be included in the contract as a rider.

8:03 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.

8:04 Goods and Services Taxes

In addition to the payments required by this Agreement, GST and HST (where applicable) shall be paid to registered Artists.

8:05 Inclusive Compensation

The NAC may engage an Artist on an engagement contract, the payment of which is deemed to be inclusive of fees, overtime, meal infringement and overnight rest infringements, additional duty payments, premium payments, the NAC's RRSP contribution and any other applicable fee in this Agreement provided the Artist's total inclusive fee is three (3) times the applicable minimum fee or greater.

The Artist's inclusive fee shall not be less than that which the Artist would be entitled under the applicable minimum established in this Agreement.

8:06 Overtime Claims

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

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

8:07 Agency Commissions

In no event shall agency commissions be a permitted deduction from the Artist's contractual fee. The Artist shall be directly responsible for the payment of such commissions. At the written request of the Artist, included as a rider to the Artist's engagement contract, payments may be made to the Artist's agent.

8:08 Fees, Non or Partial Payment - Material Breach

Non-payment or partial payment of salaries including overtime, GST, HST, RRSP contributions, insurance premiums and transportation costs of the Artist to the designated venue 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.

8:09 Posting of Security**(A) Security**

It is 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 security satisfactory with Equity. This amount shall not exceed the total value of all engagement contracts issued during any given year.

(B) Pledge of Security

For the purpose of maintaining sufficient security, the NAC shall furnish to Equity a pledge of the security posted by the Music Department of the NAC, which shall be subject to these Clauses and shall remain in effect irrevocably during the term of this Agreement. 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 Special Events agreement and shall be identified as such in the supporting

documentation. The terms of the pledge relating to security deposited with Equity by the Music Department of the NAC will cover any engagement. The terms of the pledge relating to security deposited with Equity by the Music Department of the NAC covering any engagement under this Agreement and any contracts of engagement are hereby adopted and made a part of this Agreement and the contracts of engagement. The pledge of security shall form Appendix C of this Agreement.

(C) Recourse to Security

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.

(D) Payment in dispute

However, in the event that the NAC has invoked the Dispute Resolution procedure provided for in Article 30:00, 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 the event, the NAC is not required to replenish the security deposit until the completion of the Dispute Resolution procedure.

8:10 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 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.

8:11 Remittance Statement

The NAC shall include a remittance statement of RRSP, working dues and insurance premiums with the payment of dues and benefits in accordance with Clauses 8:10, 10:02 and 10:03. Payments which do not reach the Equity office within forty-five (45) days of the end of the production will be assessed a two percent (2%) interest charge compounded monthly.

8:12 Production Checklist

Not later than two (2) weeks prior to the first date of engagement, the NAC shall supply Equity with a production checklist. The production checklist shall provide information regarding the details of the production and shall include the name of the production, the dates of the production, the names of the Artists to be engaged, the services they are providing, the negotiated fee(s), and any other relevant information.

The production checklist shall be updated by the NAC and filed with Equity in a timely manner and whenever any details change.

9:00 MINIMUM FEES AND ENGAGEMENT LEVELS**9:01 Minimum Compensation**

The following minimum compensation shall apply to the Artist categories listed in PREAMBLE II and Clause 9:02.

Season 2024-2025				
	One Day	Three Days	One Week	*Weekly
Level 1	\$779.50.	\$1,652.62	\$2,331.60	\$1,944.32
Level 2	\$698.34	\$1,480.22	\$2,090.51	\$1,743.06
Level 3	\$675.53	\$1,433.29	\$2,022.08	\$1,685.78
Level 4	\$472.10	\$998.85	\$1,410.48	\$1,285.81

Season 2025-2026				
	One Day	Three Days	One Week	*Weekly
Level 1	\$802.89	\$1,702.20	\$2,401.54	\$2,002.65
Level 2	\$719.29	\$1,524.63	\$2,153.23	\$1,795.35
Level 3	\$695.80	\$1,476.28	\$2,082.74	\$1,736.35
Level 4	\$486.26	\$1,028.81	\$1,452.79	\$1,324.39

Season 2026-2027				
	One Day	Three Days	One Week	*Weekly
Level 1	\$826.97	\$1,753.27	\$2,473.59	\$2,062.73
Level 2	\$740.87	\$1,570.37	\$2,217.83	\$1,849.21
Level 3	\$716.67	\$1,520.57	\$2,145.23	\$1,788.44
Level 4	\$500.85	\$1,059.68	\$1,496.38	\$1,364.12

Season 2027-2028				
	One Day	Three Days	One Week	*Weekly
Level 1	\$851.78	\$1,805.87	\$2,547.80	\$2,124.61
Level 2	\$763.09	\$1,617.48	\$2,284.36	\$1,904.69
Level 3	\$738.17	\$1,566.19	\$2,209.58	\$1,842.09
Level 4	\$515.87	\$1,091.47	\$1,541.27	\$1,405.04

Season 2028-2029				
	One Day	Three Days	One Week	*Weekly
Level 1	\$877.34	\$1,860.04	\$2,624.23	\$2,188.35
Level 2	\$785.99	\$1,666.00	\$2,352.89	\$1,961.83
Level 3	\$760.32	\$1,613.18	\$2,275.87	\$1,897.36
Level 4	\$531.35	\$1,124.21	\$1,587.51	\$1,447.20

The minimum additional duty fee for a Dance Captain, Fight Captain or Intimacy Captain shall be seventy seven dollars and eighty cents (\$77.80) per week.

*Weekly rate applies to contracts of two (2) weeks or more.

9:02 Artist Categories

Level 1: Stage Director;

Level 2: Choreographer, Production Stage Manager and Fight Director/Intimacy Director;

Level 3: Stage Manager and Dance Rehearsal Director;

Level 4: Performer (Actor, Singer and Dancer), Assistant Stage Director, Assistant Choreographer, Assistant Stage Manager, Resident Choreologist, Coach and Repetiteur.

9:03 Application of Minimum Fees

Minimum fees shall apply from September 1 to August 31 for each year for the term of the Agreement.

10:00 BENEFITS

10:01 Registered Retirement Savings Program (RRSP) Contributions

(A) Contributions

For Equity member Artists who are Canadian citizens or permanent residents, the NAC will deduct four percent (4%) of the Artist's contractual fee, to which the NAC will add its own contribution of four percent (4%) of the contractual fee, for a total contribution of eight percent (8%) to a maximum combined amount of two hundred and thirty two dollars and twenty nine cents (\$232.29).

(B) Artists Over Seventy-one (71) Years of Age

Artists over seventy-one (71) years of age are prohibited by law from contributing to RRSPs. Therefore, in the case of Artists over seventy-one (71) years of age, a rider shall be attached to the engagement contract acknowledging that the NAC will remit to the Artist an additional four percent (4%) of the contractual fee, in lieu of the NAC's standard RRSP contribution. In the event the age stipulated in the federal legislation should change, this Agreement shall be interpreted so as to reflect that change.

10:02 Equity Insurance

(A) Description

Benefits are provided for Accidental Loss of Life, Limb or Sight, including Extraordinary Risks as defined in this Agreement 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.)

(B) 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 the engagement week shall be defined as being from Monday to Sunday inclusive.

11:00 ENGAGEMENT PERIOD

11:01 Continuous Engagement

The Artist's engagement period begins at the date of the first call, and ends with the Artist's last duty, but need not be continuous. However, starting with the Artist's first call within the five (5) day period prior to the first public performance the Artist's engagement shall be continuous, and the Artist shall be compensated as such.

Following the first public performance, the Artist shall be paid not less than the minimum applicable fee for any hiatus period of fourteen (14) days or less. Following the first public performance, an unpaid hiatus period shall be permitted provided that the hiatus period is fifteen (15) days or longer.

The Artist shall not be required to provide any service for the NAC whatsoever during an unpaid hiatus period.

12:00 INDIVIDUAL ENGAGEMENT CONTRACT

12:01 Requirement to File

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

Copies of these contracts may be filed with Equity by fax or email and followed by hard copies to be sent by mail or courier.

12:02 Effective Date

An engagement contract between the NAC and the Artist must be signed by both parties and a copy must be filed with Equity prior to the Artist providing service for the engagement.

12:03 Changes and Alterations

The Artist has no right or power to waive any of the minimum conditions set forth in this Agreement without the written consent of Equity. It shall be the duty of the NAC, not the Artist, to submit proposed changes to Equity for written approval by a duly authorized representative.

Equity agrees to respond by telephone or email to such proposals within five (5) business days after receipt thereof. Equity shall confirm its decision in writing. If Equity has not signified disapproval within the above stipulated time period, such proposals shall be deemed approved.

The NAC agrees that all blanks on the face of the contract, including date of first public performance, role, fee(s), and required date of arrival, will be filled in, in writing before signing or delivery of the contract to the Artist.

12:04 Signing of the Engagement Contract

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 ten (10) 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.

12:05 Triplicate Contracts

Contracts must be completed in triplicate:

One (1) copy retained by NAC;

One (1) copy filed with Equity by NAC; and

One (1) copy retained by Artist.

The Artist shall file with the NAC the appropriate copies as above of the fully executed contract within forty-eight (48) hours of the Artist's signing same. The NAC shall remit to Equity the appropriate copy as above of the fully executed contract within one (1) week of receipt of same, and in no event later than the date of the beginning of the engagement.

12:06 Confidentiality

All contracts signed between the NAC and the individual Artist and filed with Equity are confidential, and the terms and conditions of such contracts may not be revealed by any of the parties to this Agreement.

13:00 BREACHES

13:01 Breaches by NAC

Should the NAC:

- (i) make any material false statement in connection with any engagement contract and/or this Agreement; and/or
- (ii) breach any material provision and term of the engagement contract and/or this Agreement.

Then in the event 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 the NAC may 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.

13:02 Breaches by Artist

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

- (i) 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.
- (ii) Material breach by an Artist of the responsibilities set out in the terms of their contract.

13:03 All matters pursuant to the above breaches are subject to the Dispute Resolution and Arbitration process.

14:00 TERMINATION

14:01 Written Notice

Notice of termination of an engagement contract shall be in writing. Copies of all notices shall be filed with, mailed or emailed to Equity forthwith by the party (Artist or NAC) giving notice.

14:02 Termination of an Individual Contract

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

- (i) by mutual agreement, in writing, a copy of which must be filed with Equity; or
- (ii) for breach of contract, for the reasons set out in Clause 13:01 or 13:02 of this Agreement.

14:03 Extraordinary Risk

When the Artist is unable to fulfil their contractual obligations by reason of accident or sickness involving "extraordinary risk," the NAC may terminate the Artist's contract immediately by paying the Artist their contractual fee. In addition, if the contract period does not cover the elimination period of the insurance, the NAC shall pay the Artist, through the elimination period, a pro-rata amount of one sixth (1/6th) of the applicable minimum weekly rate for up to six (6) days.

14:04 Absence Due to Accident or Sickness

(A) Termination For Accident or Sickness

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

(B) Production in Jeopardy

If, in the opinion of the NAC, 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) Payment for Services

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 weekly contractual fee per day, up to a maximum of two thousand, eight hundred and fourteen dollars and forty five cents (\$2,814.45).

14:05 Resolution of 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 Article 30:00 of this Agreement.

14:06 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).

15:00 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.

16:00 LODGING/TRANSPORTATION AND LUGGAGE

16:01 Transportation to the Designated Venue

The NAC Corporate Guidelines regarding transportation, lodging and expense allowances shall form an integral part of this Agreement and included as Appendix A. The NAC shall provide written notification to Equity of any amendments to the NAC Corporate Guidelines regarding transportation, lodging and expense allowances.

The NAC shall, at its own expense and in accordance with the NAC Corporate Guidelines (Appendix A) provide round-trip transportation to the Artist whose Place of Residence is more than eighty (80) kilometres from the Designated Venue.

The NAC shall also transport the Artist's luggage in accordance with the transportation industry standards for the means of transportation taken.

Transportation shall be by air, train, bus, or automobile, as agreed to by the Artist and the NAC and stipulated in a rider to the Artist's engagement contract.

16:02 Transfer Costs

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 city of the Designated Venue. The Artist shall be reimbursed for transportation expenses in accordance with the NAC Corporate Guidelines (Appendix A).

16:03 Use of Artist's Vehicle

If the Artist transports themselves to the city of the Designated Venue by automobile, the NAC shall reimburse the Artist in accordance with the NAC Rules and Procedures on Business Travel from the Artist's Place of Residence to city of the Designated Venue and return.

16:04 Expense Allowance

The NAC shall provide the Artist whose Place of Residence is more than 80 kilometres from the Designated Venue with a daily expense allowance (composite per diem rate) in accordance with the rates set forth in the NAC Rules and Procedures on Business Travel.

16:05 Supplied Lodging

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

17:00 ARTIST'S PROPERTY**17:01 Reimbursement**

The NAC shall reimburse the Artist for loss and/or damage up to three thousand, five hundred and seventeen dollars and ninety-nine cents (\$3,517.99) for:

- (i) the Artist's property used, or to be used in connection with a performance covered by the Artist's contract of engagement;
- (ii) the valuables given to the NAC or the NAC's agent for safe-keeping.

17:02 Facilities for Safe-Keeping

The NAC agrees to provide facilities for the safe-keeping of personal valuables, jewellery and/or cash.

18:00 BILLING, PHOTOS AND PROGRAMS**18:01 Advertising and Publicity**

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

18:02 Artist No Longer in 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.

18:03 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 clearly and succinctly set forth in the contract.

18:04 Identification of Artists

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

18:05 Photographs in Program, Souvenir Program or Playbill

The NAC is responsible for the final content approval for the publishing of the program, souvenir program or playbill, either printed or online. In the event that the NAC does not control the final content, then the NAC shall use its best efforts to ensure that the provisions of this Clause are adhered to.

- (A) A professional quality photograph or digital image of each Artist who is performing a solo, lead or featured performer role shall be provided by the Artist, and the photograph or image may be reduced to an appropriate size, shall be accurately reproduced, and properly identified in any house program, whether printed or online. This provision shall also apply to Artists contracted as Stage Managers, Directors, Choreographers, Fight Directors, and 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) **Artist Listing**

The NAC shall, if any program or playbill is distributed to the audience, include a list of all Artists under contract to the NAC for the production.

(C) Biographical Material in Programs

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.

(D) Placement of Material

Where the program contains the biography of an Artist, performing a solo, lead or featured performer role, the biographies of all Artists performing solo, lead or featured roles in the production shall also be included. This provision shall also apply to all Artists contracted as Stage Managers, Directors, Choreographers, Fight Directors, and Intimacy Directors.

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.

18:06 Programs, Errors and Omissions

In the event that there are errors or omissions in the playbill and/or program, on the website or 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. In all cases, errors or omissions on the website, or in online programs, shall be corrected as soon as possible.

18:07 Breaches

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 (1/8th) of the Artist's fee or three thousand, five hundred and seventeen dollars and ninety nine cents (\$3,517.99), whichever is less, for each week that the breach continues beyond said 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 (1/8th) of the Artist's weekly fee or three thousand, five hundred and seventeen dollars and ninety nine cents (\$3,517.99), whichever is less.

19:00 PHOTOGRAPH CALLS AND PUBLICITY

19:01 Request for Photographs

Upon request from the NAC, the Artist must provide three (3) photographs, or a professional quality digital image, at the time of signing the contract.

19:02 Production Photographs

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

(A) 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. In photos containing three (3) or fewer Artists the Artists shall be properly identified.

(B) Government Sponsors

The NAC also reserves the right to provide production photographs at no additional costs, to its government sponsors for their purposes. Photographs must be accompanied by a written explanation of the limited use for which the photograph may be used and the Artist credits required.

19:03 Subsequent Use of Photographs

The NAC may:

- (i) use a photograph of the Artist in its annual report for the year in which the Artist appeared; and
- (ii) subsequently, use a photograph of the Artist in public exhibitions, created by the NAC and relating to the NAC or the performing arts.

19:04 Credit

In all cases the Artist’s name shall be properly credited in the publicity within the provisions of Articles 18:00 and 19:00.

19:05 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 call to work.

19:06 Interviews and Personal Publicity Appearances

Nothing herein shall prohibit interviews on radio or television or any form of media, nor is the Artist prohibited from making reasonable personal publicity appearances.

19:07 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 involved. If the Artist consents to the use of said Artist’s photograph, as aforesaid, the Artist shall be paid not less than the amount specified below for said use.

2024-2029
\$212.28

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 specified below per hour or part thereof for said call, unless the photo call takes place during the allowable rehearsal hours.

2024-2029
\$49.88

19:08 Exemption for 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
\$422.24

19:09 For the Sole Benefit of the NAC

If the sales of a commercial product are solely for the benefit of the NAC, Clauses 19:07 and 19:08 shall not apply. However, the NAC must obtain the prior written permission of the Artist. Such permission shall not be unreasonably withheld.

19:10 Use of Photographs by the Artist

At the request of the Artist, and with the consent of all Artists who appear in the photograph, the NAC may agree to provide a copy of the photograph to an Artist for their own individual souvenir or promotional use. The NAC may levy a nominal charge for a hardcopy of a production photograph, however if the production photographs are available in digital format, such copies shall be provided to the Artist at no charge.

20:00 ADVERTISING OF ARTIST'S NAME**20:01 Permission Required from Artist**

If a contract is not signed, 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 that the NAC and the Artist, or the Artist's representative, have reached a written agreement with regard to the date, fee, financial conditions, and services required prior to the announcement.

For any infringement of this Article, the NAC shall pay the Artist four (4) weeks of the applicable minimum weekly fee in accordance with Clause 9:01.

21:00 RECORDINGS AND BROADCASTS**21:01 Archival Recording**

The Artist's performance cannot be recorded under this Agreement, in any way, except that the NAC may record, for the exclusive use of its archives, or as provided for in Clause 21:02, an audio or audio-visual recording of the Artist's work.

21:02 Current Affairs

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

21:03 Internet Use

During the current rehearsal period or run of the production or activity, recordings made pursuant to Clause 21:02 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 19:02 for uses in accordance with Clauses 21:02 and 21:03.

21:04 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 21:04 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.

(A) 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.

(B) 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. 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.

21:05 Other Recordings

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.

21:06 Artist's Consent

Except as provided for in Clauses 21:01 and 21:02, the Artist shall not be required to participate in a recording or broadcast without the Artist's written consent.

22:00 STAGE DIRECTOR

22:01 Duties of the Stage Director

The Stage 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 Stage Director.

22:02 Availability of Stage Director

The Stage 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.

22:03 Stage Director – Consultation

(i) Consultation before Signing

- (a)** Before agreeing to direct a production, the Stage Director has the right to know, but not the approval of, the following production arrangements, provided that they are known to the NAC:
- (b)** The name of the Stage Manager and plans for crewing of the proposed production;
- (c)** The proposed production budgetary limitations in some detail and any change made in these limitations as soon as they are made;
- (d)** Planned rehearsal, production schedules and the availability of all Performers to rehearse which are known at the time of signing;
- (e)** The proposed length of run of the production, any casting and design decisions already made and any particular artistic policies of the NAC.

(ii) Consultation after Signing

- (a)** Subsequent to their engagement the Stage Director will be informed of all decisions regarding production and rehearsal schedules, casting, designers, scenery, lighting, costuming, etc.

(iii) Consultation after Opening

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

- (a)** By emergency; or
- (b)** The physical conditions of the theatre necessitate change and/or deletions; or
- (c)** The foregoing conditions do not apply, the Stage Director is first consulted with respect to the proposed changes.

23:00 CHOREOGRAPHER

23:01 Duties of the Choreographer

The Choreographer 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 Choreographer.

23:02 Availability of the Choreographer

The Choreographer 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.

24:00 FIGHT DIRECTOR AND INTIMACY DIRECTOR

24:01 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.

24:02 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.

24:03 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.

24:04 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.

24:05 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 Clauses 9:01 and 28:03.

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

24:06 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, which shall not be less than those provided for in Clause 9:01.

(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.

24:07 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 Clauses 9:01 and 28:03.

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

24:08 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, which shall not be less than those provided for in Clause 9:01.

(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.

25:00 DANCE REHEARSAL DIRECTOR

25:01 The Dance Rehearsal 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 Ballet Master/Mistress.

25:02 The Dance Rehearsal 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.

26:00 STAGE MANAGEMENT

26:01 The NAC shall engage sufficient stage management personnel to ensure the safe and efficient running of a production or performance. The Stage Manager and the NAC will thoroughly discuss the Stage Management responsibilities for a given production prior to the start of rehearsals.

Sufficient Stage Management Personnel shall be engaged prior to the commencement of rehearsal for a production based on the needs of the production.

26:02 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 Stage Manager, after consultation with the NAC's designated representative. Preparation time shall be limited to one (1) hour per day. Preparation time in excess of one (1) hour per day shall be paid at the overtime rate specified in Clause 6:10. Should stage management utilize the additional hour of preparation time on an extended day, the overnight rest period shall be eleven (11) hours.

26:03 Span of Working Day

A Stage Management working day begins with the arrival at the Designated Venue for the first Stage Management call of the day and ends with the departure from the Designated Venue 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 Performer's call to work.

26:04 Excess of Span

If Stage Management's working day exceeds a span of thirteen (13) hours, a premium rate as specified below, per half-hour or part thereof will apply.

2024-2029
\$47.56

Payments provided for meal and rest infringements are, if applicable, in addition to payments required by this Clause.

26:05 Discretion in Organization of Work

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 Stage Manager, after consultation with the NAC.

26:06 Production Meetings

The Stage Manager may be required to attend production meetings that involve the discussion of elements of the production, which directly affect the duties and responsibilities of stage management.

26:07 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.

26:08 Approval of Overtime

Any overtime incurred by extending the preparation time beyond the limits set out in Clause 26:02, and any overtime which would result from other Stage Management scheduling decisions, must be approved by the NAC's designated representative.

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.

27:00 DUTIES AND RESPONSIBILITIES OF STAGE MANAGEMENT

27:01 Determination of Duties and Responsibilities

The duties and responsibilities of stage management will be determined by the NAC in consultation with Stage Management based on the needs of each individual production.

27:02 Duties and Responsibilities May Include

Examples of stage management duties and responsibilities include, but are not limited to, the following:

- (i) Organize rehearsals and performances with NAC staff and schedule rehearsal calls.
- (ii) Assemble and maintain a prompt book, which is the property of the NAC.
- (iii) Work with the Stage Director, if one is engaged for the production, and coordinate and communicate with the heads of all other departments during rehearsals and performance(s).
- (iv) 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 a form designated by the NAC. This communication shall be treated as confidential by those on the distribution list.
- (v) Attend cueing sessions for the production as required.
- (vi) Maintain, to the best of their ability, the artistic and technical intentions of the Stage Director, NAC and designer.

- (vii) The Stage Manager may be in sole charge of the backstage and dressing areas and may be in sole charge of cueing the movement of all scenic elements, technical elements, and Performers during performances. This responsibility shall be determined by the NAC in consultation with the Stage Manager.
- (viii) Keep such records as are necessary and take all necessary precautions to see that safe and clean conditions exist in all Designated Venues.
- (ix) Implement provisions made by the NAC for the security of personal property.
- (x) Assist and advise members of the company on matters relating to their physical welfare.

27:03 Fire Procedures and Emergency Exits

The Stage Manager shall ensure that all Artists are informed of fire procedures and emergency exits in all Designated Venues.

27:04 Prohibited Duties

Stage Managers are not permitted to accept responsibility for:

- (i) The duties of union members whenever members of the unions are engaged for a production.
- (ii) The duties of NAC Management.

28:00 PROMOTIONAL EVENTS AND ACTIVITIES

28:01 The National Arts Centre produces promotional events and activities from time to time, which do not fit the parameters of this Agreement. The following provisions will apply to these type of events:

- (i) Launches or Press Events where no admission is charged, designed to promote the activities of the National Arts Centre, examples of which include, but are not limited to: upcoming performances, seasons, festivals, fundraising events, educational activities, marketing initiatives, web activities, or new ventures; or
- (ii) Programming of the National Arts Centre with limited revenue expectations and potential box office revenue between zero dollars (\$0.00) and twenty-one thousand, one hundred and four dollars and seventeen cents (\$21,104.17), per production, net of all applicable taxes and service charges.
Box office is calculated by multiplying the number of seats in each ticket price, times the price of those tickets, times the number of performances.
- (iii) For the purposes of Clause 28:01, such activities may include free concerts in a park for which no admission may be charged but not activities such as the Queen's Jubilee Gala for which no box office is expected.
- (iv) All functions and activities under the purview of the Food & Beverage department, which is subject to a separate collective agreement, shall be excluded from the provisions of this Agreement.

28:02 The maximum length of engagement under these provisions shall be one week, except that a Stage Manager or Production Stage Manager engaged for one week, shall receive an additional day of preparation time to be determined at a time mutually convenient to the Artist and the NAC. Such a day shall be paid at the rate of one-sixth (1/6th) of the applicable weekly fee.

28:03 Minimum Fees

Season 2024-2025			
	Daily 7.5/9	Daily 10/12	Weekly
Level 1	\$465.14	\$525.46	\$1,282.74
Level 2	\$415.74	\$478.40	\$1,150.76
Level 3	\$404.40	\$466.18	\$1,112.80
Level 4	\$280.28	\$343.98	\$777.66

Season 2025-2026			
	Daily 7.5/9	Daily 10/12	Weekly
Level 1	\$479.09	\$541.22	\$1,321.22
Level 2	\$428.21	\$492.75	\$1,185.28
Level 3	\$416.54	\$480.17	\$1,146.18
Level 4	\$288.69	\$354.30	\$800.99

Season 2026-2027			
	Daily 7.5/9	Daily 10/12	Weekly
Level 1	\$493.47	\$557.46	\$1,360.85
Level 2	\$441.06	\$507.53	\$1,220.84
Level 3	\$429.03	\$494.57	\$1,180.57
Level 4	\$297.35	\$364.93	\$825.02

Season 2027-2028			
	Daily 7.5/9	Daily 10/12	Weekly
Level 1	\$508.27	\$574.18	\$1,401.68
Level 2	\$454.29	\$522.76	\$1,257.47
Level 3	\$441.90	\$509.41	\$1,215.99
Level 4	\$306.27	\$375.88	\$849.77

Season 2028-2029			
	Daily 7.5/9	Daily 10/12	Weekly
Level 1	\$523.52	\$591.41	\$1,443.73
Level 2	\$467.92	\$538.44	\$1,295.19
Level 3	\$455.16	\$524.69	\$1,252.47
Level 4	\$315.46	\$387.15	\$875.26

28:04 The Overtime Rate for the first half-hour or part thereof, and for each subsequent half hour or part thereof shall be

2024-2029	
First half hour or part thereof	\$38.28
Each subsequent half hour or part	\$20.01

28:05 Extended Day

Weekly fees are inclusive of one (1), ten (10) out of twelve (12) hour day.

28:06 Calls to Work

On a seven and a half (7 1/2) out of nine (9) hour day, a meal break of at least one (1) hour shall occur after not more than four (4) hours of work.

28:07 Additional Extended Day

For an Artist engaged on a weekly contract, if an additional extended day of work is required, the Artist will receive an additional amount as specified below.

2024-2029	
	\$71.05

Additional extended days are limited to one (1) per engagement.

28:08 All Other Conditions Apply

Unless otherwise specifically modified herein, all other working conditions, penalties and infringements of the Agreement apply.

29:00 DEFINITIONS

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

29:01 Amateur Artist

The term "Amateur Artist" means an individual who is not pursuing a career as a professional in the performing arts and is not a member of any professional artists' association or union.

29:02 Artist

The term "Artist" means all the categories listed in PREAMBLE II.

29:03 Assistant Choreographer

An "Assistant Choreographer" is the Artist engaged for the purpose of assisting in the choreographing and/or rehearsing a production or segment of a production.

29:04 Assistant Stage Director

An "Assistant Stage Director" is the Artist engaged for the purpose of assisting in the directing of a production.

29:05 Assistant Stage Manager

An "Assistant Stage Manager" is the Artist engaged for the purpose of assisting in the stage managing of a production.

29:06 Call to Work

The term "Call to Work" shall include but be not limited to such activities as rehearsal, travel, fittings, photo calls, cueing and performance.

29:07 Children

The term "Children" means persons less than sixteen (16) years of age.

29:08 Choreographer

A "Choreographer" is the Artist engaged to choreograph or set movement in a production or activity.

29:09 Coach/Repetiteur

A "Coach/Repetiteur" is an Artist who supervises the rehearsal of a ballet/dance or segment of a ballet/dance.

29:10 Dance Captain

A "Dance Captain" is an Artist engaged in a performing capacity assigned to monitor dance choreography for the duration of the production.

29:11 Dance Rehearsal Director

A "Dance Rehearsal Director" is an Artist who may be required to teach ballet/dance class, rehearse Artists in a ballet and/or assist in the preparation of dance rehearsal schedules.

29:12 Designated Venue

The term "Designated Venue" means the place in Canada to which an artist is called to provide any service to the NAC including, but not limited to performances, rehearsals, attendance at photo calls, costume fittings or publicity interviews.

29:13 Engagement

The term "Engagement" means the period of time for which an Artist is engaged.

29:14 Engagement Week

The "Engagement Week" is defined as any consecutive seven (7) day period starting with 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.

29:15 Extraordinary Risk

The term "Extraordinary Risk" means an aspect of a performance which is deemed to be extraordinary by nature of its risk, examples of which include but are not limited to: acrobatic feats; suspension from trapezes, wires, or like contrivances; the use of or exposure to weapons, fire, dangerous chemicals, or pyrotechnical devices; stage fighting; the taking of dangerous leaps, falls, throws, catches, knee drops or slides; the handling of unusual live animals (including birds, fish, reptiles); work on a rake where the incline is greater than one (1) in twelve (12) inches. 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.

29:16 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 24:00 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.

29:17 Fight Director

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

29:18 Free Day

A "free day" shall mean a period of time during which the Artist shall not be required to travel or perform any services or obligations for the NAC whatsoever.

29:19 Half Hour Call

All performances must include a minimum thirty (30) minute period immediately prior to the beginning of each Artist's performance to be used by the Performer to prepare for the performance.

29:20 Intimacy Captain

An "Intimacy Captain" is an Artist engaged for the duration of the production to monitor onstage intimacy. If, in accordance with Article 24:00 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.

29:21 Intimacy Director

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

29:22 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.

29:23 Overnight Rest Period

The "overnight rest period" shall mean a period of time between the end of one day's work and the beginning of the next day's work in which the Artist shall not be required to perform any services or obligations for the NAC.

29:24 Performance

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

29:25 Performer

The term "Performer" shall mean 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).

29:26 Performance Day

A "performance day" shall be a day on which a performance is given.

29:27 Place of Residence

The term "Place of Residence" shall mean the Artist's home or usual place of residence, which shall be stipulated on the Artist's engagement contract.

29:28 Production

The term "Production" means the creation of a performance or performances staged and presented to an audience.

29:29 Production Stage Manager

A "Production Stage Manager" is responsible for overseeing the operation of stage management personnel and may take on any stage management duty and responsibility.

29:30 Rehearsal Day

A "rehearsal day" shall be a day on which no performance is given.

29:31 Rehearsal

The term "rehearsal" shall mean such related activities as giving notes, blocking, music and dance rehearsals, the staging of concerted movements, or read-throughs.

29:32 Resident Choreologist

A "Resident Choreologist" is an Artist who notates dance choreography and may be required to teach new works and rehearse existing dance works.

29:33 Role

The term "role" shall mean the part or parts a Performer executes in a performance or activity.

29:34 Stage Director

A "Stage Director" is the Artist engaged to oversee the mounting of a production or activity by unifying the various aspects of the production or activity.

29:35 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.

29:36 Stage Manager

A “Stage Manager” is the Artist engaged to supervise the physical aspects of a stage production or activity, assists the Stage Director during rehearsals, and is in charge of the stage during a performance.

30:00 DISPUTE RESOLUTION AND ARBITRATION**30:01 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.

30:02 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 occurrence, 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. The notification to the other party 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.

30:03 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.

30:04 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.

30:05 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.

30:06 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.

30:07 Confidentiality

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

30:08 Location of Arbitration Hearings

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

30:09 No Recourse to 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.

30:10 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.

30:11 Arbitrator's Compensation and Expenses

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

31:00 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.

32:00 TERM OF AGREEMENT

Subject to a successful ratification by both parties, the Agreement shall take effect as of September 1, 2024 and expire at 11:59 p.m. on August 31, 2029.

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

APPENDIX A NATIONAL ARTS CENTRE EMPLOYEE POLICIES

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

For the purposes of this Appendix the term “employee” shall include independent contractors engaged by the National Arts Centre under the National Arts Centre/Special Events Agreement. The NAC will provide updated policies to Equity as they become available.

Artists may request a 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) Workplace Harassment and Violence Prevention Policy
- (iii) Health & Safety Policy
- (iv) Smoking Policy
- (v) Social Media Policy
- (vi) Theft and Vandalism Control Policy
- (vii) Drug Policy

APPENDIX B SENIOR ARTISTIC STAFF SIDE LETTER

September 1, 2024

Robin Gilchrist
Executive Director, People & Culture
National Arts Centre
P.O. Box 1534, Station B
Ottawa, ON K1P 5W1

Dear Mr. Gilchrist:

Re: Senior Artistic Staff Side Letter

Further to our negotiations for a scale agreement between the National Arts Centre and Canadian Actors' Equity Association, this letter serves to confirm the following:

A member of the National Arts Centre's senior artistic staff shall be exempt from the provisions of Article 22:00 Stage Director and Article 23:00 Choreographer.

Sincerely,

CANADIAN ACTORS' EQUITY ASSOCIATION



Arden R. Ryshpan,
Executive Director

SECURITY PLEDGE SIDE LETTER



NATIONAL ARTS CENTRE
CENTRE NATIONAL DES ARTS

Security Pledge Side Letter

April 7, 2025

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

Dear Ms. Ryshpan,

In accordance with the terms of Clause 8.09 of the National Arts Centre Special Events Agreement the National Arts Centre hereby pledges any required amount of the security placed with the Canadian Actors' Equity Association pursuant to the Canadian Theatre Agreement or the National Arts Center Music Department agreement, to satisfy all fees and obligations to Canadian Actors Equity Association and/or its members resulting from events produced under the National Arts Center Special Events Agreement.

This pledge becomes effective upon ratification of the National Arts Centre Special Events Agreement and will continue as long as the agreement remains in effect.

Sincerely,

Ikram Zouari, CPA
Chief Financial Officer

1 Elgin PO Box 1534, Stn B/CP 1534, succ B Ottawa ON Canada K1P 5W1 T 1 866 850 ARTS (2787) F 613 996 9578 NAC-CNA.CA

Canada is our stage. Le Canada en scène.

NACSEA

2024 - 2029

Canadian Actors'

EQUITY

Association

www.caea.com

National Office

44 Victoria Street, 12th Floor

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