

OPA

begins July 1, 2025 | terminates June 30, 2028



**CALGARY
OPERA**

**OPERA
ATELIER**

EDMONTON OPERA



OPERA AGREEMENT

2025 - 2028

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PREAMBLE

(A) Parties to the Agreement, Term of the Agreement and Definition of Engager

The Opera Agreement (hereinafter called "Agreement") made between the Engager and Canadian Actors' Equity Association (hereinafter called "Equity"), is in effect from July 1, 2025, to June 30, 2028.

The "Engager", for the purposes of this Agreement, is one of the following: Calgary Opera Association, Edmonton Opera Association, Manitoba Opera Association, Pacific Opera Victoria and Opera Atelier.

(B) Diversity and Inclusion

The parties to this Agreement are committed to the expansion of engagement opportunities for Artists who self-identify as diverse, so that all Artists may be included in the practice of opera, and our stages reflect the full diversity of Canadian society. Further, cultural sensitivity will inform decisions made with regard to casting and portrayal.

(C) Recognition of Equity

The term "Equity" as used in this Agreement shall refer to Canadian Actors' Equity Association. The Engager acknowledges that Equity represents the following Artists involved in professional opera:

Singers	Production Stage Managers
Dancers	Stage Managers
Actors/Narrators	Assistant Stage Managers
Stage Directors	Choreographers
Assistant Stage Directors	Assistant Choreographers
Dance Rehearsal Directors	Fight Directors/Intimacy Directors

(D) Non-Professionals

The term "Artist" in this Agreement shall mean all the categories listed in Preamble C above with the following exceptions:

- (i) Chorus members who are not and have never been members of any professional performing artists' association or union and who will be included in the non-professionals checklist to be filed with Equity in accordance with Clause 13:16.
- (ii) Comprimarios as defined in Clause 14:07 (including all roles not identified in the Categorization of Roles) who are not and have never been members of any professional performing artists' association or union and who will be signed to non-professional affidavits to be filed with Equity in accordance with Clause 13:16.

(E) Individual Regional Schedules

The parties recognize specific local situations may exist for an individual Engager and in order to deal with such specific local situations, Equity and an Engager may agree to special changes or alterations to the standard Equity Clauses governing engagement of Artists which shall be attached to this Agreement as a Schedule.

(F) Application for Changes or Alterations

The Engager may apply to Equity to negotiate further changes or alterations to these Clauses.

(G) Paragraph Headings and Indexes

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

1:00 GENERAL

1:01 Recognition of Equity

The Engager acknowledges and recognizes that Equity is the exclusive bargaining agent for all persons defined as Artists in Clause C of this Agreement's Preamble and engaged by the Engager, except for those situations covered by Clause 1:02 herein. Notwithstanding the exceptions in Clause C, whenever an Artist is engaged it shall be under the terms of an Opera Agreement Engagement Contract.

1:02 Negotiation of Individual Engagement Contracts

Notwithstanding the provisions of Clause 1:01 above, the Engager may negotiate with Artists and Artists' representatives and contract such Artists, using Opera Agreement Engagement Contract forms as provided for in Article 27:00 and addressing the particular terms of the Opera Agreement Engagement Contracts, without the involvement of Equity in such individual negotiations and contracting. The negotiation and terms of the Opera Agreement 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 with 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 Engager.

1:04 Equity Program Credit and Logo

The Engager agrees to display the Equity logo in the program, whether printed or online. There must also be a notice in the program (whether printed or online) to the effect that the Company is professional and operates within the jurisdiction of Equity under the provisions of the Opera Agreement.

2:00 EQUITY MEMBERSHIP

2:01 Artists in Good Standing

Unless otherwise provided for herein, as a condition of engagement, all Artists, except non-professionals as defined herein shall be or become members of Equity and shall be members in good standing during the entire term of their engagement.

2:02 Non-Resident Artists

Artists who are not Canadian citizens or permanent residents of Canada may not join Equity and will be engaged as non-resident permittees. The Artist shall be required to pay a non-resident permit filing fee as outlined below, and the Engager shall deduct and remit to Equity an equalization deduction as determined and administered by Equity, such amount to be equal to the deductions applicable to a Regular Equity member. It is understood that the equalization deduction is comprised of an amount equal to the applicable weekly insurance premium, an equivalent to the working dues deduction, and the RRSP deduction applicable to Equity members. The cap applicable to RRSP deductions for Equity members is also applicable to the equivalent deduction for non-resident permittees.

2025-2028	
Non-Resident Permit Filing Fee (First Engagement)	\$1,000.00
Non-Resident Permit Filing Fee (Subsequent Engagement)	\$115.00

For these purposes a first or subsequent Engagement is deemed to be any engagement under this Agreement (OPA), the Vancouver Opera Agreement (VOA) or the Canadian Opera Agreement (COA). The non-resident permit filing fee will not apply to any non-resident Artist who has previously joined Equity; however, those Artists will need to be in good standing in order to work in Equity's jurisdiction.

However, Non-Resident Artists who are AEA members shall be subject to the provisions of the reciprocal agreement between Equity and AEA and are required to join Equity. Notwithstanding the above, the Non-Resident Permit Filing fee does not apply to non-resident Artists engaged as Actors, Choreographers, Dancers, Intimacy/Fight Directors and Narrators. However, equalization deductions as outlined above will apply to these Artists.

Non-Resident Artists who joined Equity prior to July 1, 2022, will maintain their Equity membership and Equity member deductions will apply.

2:03 Membership Options (Canadian Citizen or Permanent Resident Artists)– Actor/Child/Choreographer/Dancer/Fight Director/Intimacy Director/Narrator

(A) Artist Not a Member of Equity

In the case where an Actor, Child (sixteen (16) years of age and under), Choreographer, Dancer, Fight Director, Intimacy Director or Narrator is not a member of Equity, one of the following Clauses shall apply.

(i) Member of Another Association

Should the Artist already be a member of another professional performing artists' association or union (such as, but not limited to, AEA, UDA, ACTRA), they shall be subject to the provisions of the appropriate reciprocal agreement between Equity and that association.

(ii) Not a Member of Another Association

An Actor, Child (sixteen (16) years of age and under), Choreographer, Dancer, Fight Director, Intimacy Director or Narrator Child who is not already a member of Equity or a member of another professional performing artists' association or union shall not be required to join Equity but shall be given the opportunity to do so.

Should the Artist choose not to join Equity, the Engager shall deduct and remit to Equity an equalization deduction as determined and administered by Equity, such amount to be equal to the deductions applicable to a Regular Equity Member.

Notwithstanding the above, an Actor, Child (sixteen (16) years of age and under), Choreographer, Dancer, Fight Director, Intimacy Director or Narrator may be required to join Equity for any engagement, or combination of engagements, in any Season in excess of eight (8) weeks.

2:04 Deductions

(A) Membership Fees and Assessments

If the Artist is not in good standing, the Engager agrees to deduct from the Artist's fee and to remit to Equity such dues, initiation fees and assessments (including permit filing fees and/or equalization deductions) as may be due to Equity from the Artist, upon notification from Equity to the Engager of the amount involved.

Notifications will be sent to the Engager no more than four (4) weeks prior to the first day of rehearsals for the contracted production. Notwithstanding Clause 2:04(C) membership amounts will be remitted to Equity within five (5) business days of the full amount having been deducted from the Artist's contractual fee.

Where the Engager and Artist have arranged to have such amounts deducted over the course of the engagement, the remittance of these amounts shall be sent to Equity along with the remittances in Clause 2:04(C).

Should the Artist dispute a deduction, the matter is to be settled between the Artist and Equity directly.

(B) Artist Deductions

(i) Equity Member

The Engager agrees to deduct working dues, RRSP contributions (if applicable) and insurance premiums as directed by Equity from each Equity member and remit these amounts to Equity on behalf of the Artist upon receipt of an invoice from Equity.

RRSP deductions shall apply to that part of the Artist's weekly contractual fee which does not exceed the maximum as specified below.

2025-2028	
RRSP Maximum	\$2,673.61

RRSP deductions shall be made on the fees of all Artists who have the status of citizens, or permanent residents, of Canada who are members of Equity. Artists who do not have the status of citizens, or permanent residents, of Canada, and who are members of Equity will not have RRSP deductions upon providing proof of citizenship.

(ii) Artist Not a Member of Equity

The Engager agrees to deduct an amount equal to those deductions applicable to Regular Equity members from any Artist who is not a member of Equity and who is engaged as a Permittee. The Engager will remit these equalization deductions to Equity on behalf of the Artist.

(C) Remittance to Equity

Every second Thursday after the commencement of work by the first Artist on any production is designated as the remittance date. The Engager will remit to Equity a cheque for those amounts deducted from the Artist's fees in accordance with Clauses 2:04(B).

The remittance shall include a list of all Artists contracted for the production, each Artist's contractual fee, and a detailed breakdown of each amount and total amount deducted and remitted for each Artist. Equity can only apply funds to an Artist based on the documentation provided by the Engager. The detailed breakdown shall be provided in both Excel and PDF formats. Additionally, the information provided by the Engager to Equity shall include any riders or documentation that may not have been included with the original paperwork submitted to Equity. In the event that Equity is unable to reconcile the Engager's remittances with the documentation previously provided by the Engager, the Engager, upon request from Equity shall submit any supporting documentation.

Remittances which are not postmarked by the second Thursday following the remittance date will be assessed a two percent (2%) interest charge, compounded monthly. In the case of a discrepancy between the invoiced amounts and the remittance received, interest will not accrue until such time that the discrepancy is resolved.

Equity will send to the Engager a monthly statement of outstanding balances.

2:05 Reciprocal Agreements

Any paid-up member of the Alliance of Canadian Television and Radio Artists (ACTRA), Actors' Equity Association (AEA) or Union des artistes (UDA) 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 such agreement is not in conflict with this Agreement.

2:06 Apprentices

An artist engaged as an Apprentice may not be a member of any professional performing artists' association or union. Apprentices may be engaged under terms outside this Agreement, and only for Mainstage productions. For Apprentice Stage Managers see Clause 42:34.

(A) Apprentice Performer

In the interest of nurturing and developing young Canadian singers and dancers, the Engager may engage up to one (1) non-professional performer per production as an Apprentice in a supporting role as defined by Appendix A or the equivalent as a dancer.

(B) Apprentice Stage Director

In the interest of creating opportunities for artists interested in pursuing a career in professional opera as a Stage Director, the Engager may engage up to one (1) non-professional artist per production as an Apprentice Stage Director.

The Apprentice Stage Director shall be permitted to audit rehearsals, productions meetings and performances and take notes from the Stage Director. The Apprentice Stage Director shall not take blocking notations, communicate notes, conduct staging, including choreography, or fight rehearsals.

The Engager shall be required to pay a portion of the Apprentice's registration fee as specified below, of which one hundred dollars (\$100.00) shall be credited toward the Apprentice's eventual joining fees.

2025-2028	
Portion of Apprentice Registration	
Fee Paid by Engager	\$125.00
(per production)	

2:07 Groups

(A) Non-Professional Groups

The Engager shall have the right to, at its discretion, engage a group of uniquely skilled individuals to perform a specialized and limited role in a production. Non-Professional Groups shall be defined as groups that do not compensate their individual members for services rendered.

Members of these Non-Professional Groups shall not be obligated to become members of Equity provided they are non-professional choirs, choruses, dancing groups, and other non-professional groups of ethnic, religious, educational, cultural, or philanthropic organizations not operated for the profit of their individual members.

(B) Professional Groups

The Engager may engage, at its own discretion, a uniquely skilled Professional Group or Groups to enhance or augment a production. Professional Groups shall be defined as groups that compensate their individual members for services rendered.

Professional Groups may be engaged as follows:

- (i) As a group in its entirety to augment a production; or
- (ii) As a group to perform its own work from within its own repertoire as part of a mixed bill.

If the members of Professional Groups so engaged are not members of Equity, they shall not be obligated to become members of Equity.

When engaging a Non-Professional and/or a Professional Group, the Engager may pay a fee, as negotiated between the Engager and the management of the engaged Non-Professional and/or Professional Group(s), to the Non-Professional and/or Professional Group(s). The Engager shall not engage or pay any of the Non-Professional and/or Professional Groups' individual members as individuals.

The engagement of Non-Professional and/or a Professional Group shall not result in a reduction in the number of Artists engaged by the Engager.

The Engager shall provide to Equity the names of all individuals belonging to Non-Professional or Professional Groups engaged under Clause 2:07(A) or (B) above and who are participating in the production. This Clause does not apply to the engagement of a musician or musicians who are not portraying a character or characters.

3:00 LAWS GOVERNING THIS AGREEMENT

3:01 Provincial Jurisdiction

Except as provided hereinafter, this Agreement shall be subject to, and construed by, the laws of the Province in which the Engager has its headquarters.

3:02 Statutory Conflicts

If the provisions of any Statute applicable to the Opera Agreement Engagement Contract are in conflict with the Opera Agreement Engagement Contract, then the Opera Agreement Engagement Contract shall be deemed to be modified so as to comply with the Statute.

3:03 Canadian Statutes

Any Clause of this Agreement illegal in Canada, or any province, territory or municipality thereof, shall not be affected therein. Any illegality in any Clause or agreement shall not affect any other Clause or agreement.

3:04 Provisions Affected

If any provision of this Agreement shall be held invalid or unlawful by any tribunal of competent jurisdiction, the remaining provisions shall not be affected thereby, but shall remain severally valid, binding, and in full force and effect.

4:00 POWERS OF EQUITY AND THE ENGAGER

4:01 Interpretive Powers of Equity

Wherever a conflict, disagreement or dispute arises with respect to the Clauses in this Agreement, the Executive Director of Equity has the sole right to determine the interpretation of said Clauses and to argue the interpretation of said Clauses and to attempt to resolve the conflict on behalf of the Association and the Artists, and the decisions of the Executive Director shall be binding on Equity and the Artists subject to Article 48:00 (Dispute Resolution) of this Agreement.

4:02 Interpretative Powers of the Engager

The interpretation of the Opera Agreement Engagement Contract is the Engager'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 Engager 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 48:00, Dispute Resolution.

4:03 Engagers' Standing Committee

The Engagers shall form a Standing Committee to represent the interests of the five (5) companies adhered to this Agreement. The Standing Committee will meet at least once per quarter to discuss matters concerning this Agreement, including specific issues which have required or will require interpretation or clarification, regional variances, or ideas which will improve the working relationship with Equity.

Equity is encouraged to contact the Engagers' Committee with questions or concerns about the implementation of the Agreement. These questions may affect a single Engager or the entire group.

Individual Engagers may refer matters to the Standing Committee, who will then be able to communicate with Equity on their behalf.

Notwithstanding the above, the interpretation and application of this Agreement remains the responsibility of Equity and the individual Engager directly in accordance with Clauses 4:01 and 4:02.

4:04 Engager's Rights

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

The Engager has the exclusive right and power to manage its operations and direct the Artists, and to engage and discharge Artists subject to the provisions of Article 48:00 of this Agreement.

5:00 RESPONSIBILITIES OF THE ARTIST

5:01 Membership in Equity

It is understood that it is the responsibility of each Equity member to maintain membership in good standing in Equity and to furnish evidence to the Engager and the elected Equity Liaison when requested.

5:02 Contractual Obligations

The Artist agrees to abide by all contractual obligations stated in the Artist's Opera Agreement Engagement Contract and all riders attached thereto. Artists who are not citizens of Canada must disclose any legal impediment to entering Canada prior to signing an engagement contract. Should an Artist fail to disclose a legal impediment, the Artist is responsible for any legal and/or processing fees beyond standard immigration fees usually incurred by the Engager.

5:03 Absences from the Engager's Point of Origin

The Artist agrees to request the Engager's written permission to absent the Artist's self for a period of time from the immediate vicinity of the Engager's point of origin, or to locate the Artist's lodging for the duration of the Opera Agreement Engagement Contract outside the Engager's point of origin, such request to be stated in writing. The Engager agrees to post this ruling, outlining its specific time and distance limitations.

5:04 Services Provided by the Artist

The Artist agrees to be prompt and punctual at rehearsals, costume calls/fittings, and to attend all rehearsals as required; to appear at the theatre no later than the half-hour call; to pay strict regard to stage make-up and stage dress; to perform services as reasonably directed and to conform to the score to the best of the Artist's ability; under the instruction of the Stage Manager, to maintain the original intent of the Director throughout the run of the show; to properly care for the Artist's costumes and props; to use, when required by the Engager, safe electronic equipment and to respect the physical property of the production and the Engager.

(A) Ability to Perform

The Artist agrees to make all reasonable efforts to maintain the Artist's self at all times during the Opera Agreement Engagement Contract, so as to ensure that the Artist will be able to perform the Artist's services.

(B) Measurements for Wardrobe Purposes

The Artist will provide accurate measurements upon signing an Opera Engagement Agreement. Should the Artist's measurements change significantly after the signing of the Agreement, the Artist will provide their most recent measurements no later than one (1) month prior to the start of the Opera Agreement Engagement Contract.

5:05 Rules and Regulations

The Artist agrees to abide by all reasonable rules and regulations of the Engager which are not in conflict with this Agreement. Any such rules and regulations must be posted by the Engager on the company notice board at the theatre and rehearsal venues and provided in writing to the Artist upon the Artist's arrival for the engagement, failing which the Artist cannot be held responsible for any non-compliance with said rules and regulations.

5:06 Independent Contractor

The Artist acknowledges that they are an independent contractor and is responsible for all federal and provincial taxes and other government requirements with respect to all fees payable to the Artist under their Opera Agreement Engagement Contract and all riders attached thereto.

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

6:00 ARTIST'S OBLIGATION TO EQUITY

6:01 Engagement Contract

Nothing contained in any Opera Agreement Engagement Contract signed by any Artist shall be construed to interfere with the carrying out of any obligation which an Artist owes to Equity. The Engager shall not knowingly request or require any Artist to contravene the Constitution and Bylaws of Equity.

6:02 Equity Constitution and Bylaws

It is understood and agreed that if the Constitution, Bylaws, rules and regulations of Equity are amended after the signing of this Agreement so as to conflict with the fulfilment of the provisions of this Agreement, then the provisions of this Agreement shall prevail. The Engager shall be notified by Equity of any such changes to the Constitution and Bylaws, rules and regulations of Equity that are in conflict with the provisions of this Agreement.

6:03 Membership

Equity agrees that it will accept as a member of Equity any Artist the Engager wishes to engage subject to the Constitution and Bylaws, rules and regulations of Equity as they now exist or as they may hereafter be amended. Such acceptance of membership shall not be unreasonably withheld. Equity agrees to provide the Engager 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 EQUITY SPECIAL PROVISIONS

7:01 The AFC

The Engager and the Artists agree that supporting The AFC is a vital endeavour. In order to support the fundraising activities of the AFC, the Engager may participate in any of the following ways:

- (a) Artists may rehearse for and perform in a benefit performance for The AFC without additional remuneration.
- (b) The Engager may support Artist-driven initiatives in support of The AFC.
- (c) The Engager may provide for at least one (1) performance per Season during which a collection for The AFC shall be made. The Engager shall inform Equity of the date(s) of the collection(s) performance(s), and of the amount sent to The AFC.

The Engager shall endeavour to participate in one (1) fundraising activity in support of The AFC per Season.

7:02 General or Special Membership Meetings - Privilege of Artists to Attend

The Engager agrees to endeavour to release Artists from rehearsals in order that they may attend Equity membership meetings, held within a reasonable distance of the city where the Artist is engaged.

The Engager agrees to the principle of allowing the Artists the privilege of attending special Equity membership meetings providing there is no conflict with rehearsal/performance schedules.

7:03 Special Power to Act for Artist

(A) Authority

Whenever it is provided in any Opera Agreement 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 Opera Agreement 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 Opera Agreement Engagement 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 Artists in any dispute which may arise with the Engager, and Equity may, at all times, represent Artists in relation to any matter arising under any Opera Agreement Engagement Contracts. When any act or request or consent of any such Artist is provided for in such Opera Agreement Engagement Contract, the request, consent or approval of Equity shall, for all purposes, be deemed the consent, request, approval or act of the Artists.

(D) Reasons Given for Action

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

7:04 Equity Liaisons and Representatives

Equity Liaisons shall be elected for each production at the discretion of Equity. The election procedures shall be the responsibility of the Stage Manager. Equity Liaisons and Representatives of Equity shall have access to the stage and auditoria and to all Artists engaged by the Engager, inclusive of rehearsals and performances where such accessibility is required. Such representatives shall not interrupt or interfere with any work in progress.

7:05 Secret Vote

(A) Secret Vote

At all meetings of Artists called by the Equity Liaison or Equity, voting shall be by secret ballot.

(B) Conflict of Interest

Notwithstanding any other Clause in this Agreement, if the Artists determine at any company meeting that the Engager or the Engager's representative has a conflict of interest the Equity Artists may rule by secret vote that the Engager or the Engager's representative may not be present. Any action proposed by the Artists shall not, however, be binding without the approval of Equity which shall be confirmed in writing.

(C) Determination of Equity

If the Engager consents, the determination of the Executive Director of Equity as to any issue arising under the provisions of this Clause 7:06 shall be final and binding upon the Engager and upon each Artist.

7:06 Audition Code

(A) Annual Auditions in Major Centres

The Engager shall hold auditions at least once per season in a major Canadian city. The number of days of such auditions to be determined by the Engager.

(B) Groups

Artists shall be called to audition at specific times and shall not be called in groups unless necessary for physical screening and/or voice blending.

(C) Call Backs

When an Artist is required for a recall audition on the same day, that recall shall take place within one-and-a-half (1-1/2) hours from the time of the end of the initial audition or the Artist shall be given an opportunity to return at a later date or time to be decided upon by the Engager and the Artist.

(D) Equity Members

General auditions in the Engager's Point of Origin will be scheduled for Equity members in advance of any auditions for non-Equity artists. Outside the Point of Origin, the Engager shall endeavour to schedule interviews and auditions for Equity members in advance of those for non-Equity artists.

(E) Notice

Equity will be advised at least six (6) weeks in advance of the auditions referred to in Clause 7:07(A). Equity will post notices of such auditions through its member communications.

(F) Equity Arranged Appointments

Equity will undertake to arrange audition appointments at no charge to the Engager upon request.

(G) Casting Authority

An appropriate representative of the Engager with casting authority must be present at all auditions.

(H) Accompanist

The Engager will provide an accompanist for general auditions. If an Artist is required to sing in the production for which the Artist is auditioning without musical accompaniment the Artist may be asked to audition without musical accompaniment.

(I) Specifically Requested Material

When the Artist is requested to audition with specifically requested material which is not readily available or music which is not a part of the standard repertoire, the Engager shall provide the Artist with such material or music in sufficient time to prepare for this audition.

(J) Venue Suitability

Where auditions are held the Engager agrees to do the Engager's best to ensure that:

- (i) No smoking is permitted in the audition rooms and waiting rooms.
- (ii) Audition rooms, change rooms and waiting rooms are properly lit, ventilated and maintained at a reasonable temperature.

(K) Dance Auditions

For dance auditions the following additional provisions shall apply:

- (i) Either the Choreographer, Assistant Choreographer or appropriate representative of the Engager must be present at all dance auditions. At no time shall the Artist be required to perform a pre-rehearsed or prepared dance and shall only perform such dance as is taught the Artist by the Choreographer or Assistant Choreographer.

- (ii) Dance auditions must be conducted on approved dancing surfaces in accordance with the provisions of Clause 20:07.
- (iii) The Engager will provide change facilities appropriate to the needs of the Artist(s).

7:07 Sexual Acts and Nudity

(A) Nudity

Nudity is prohibited during the entire audition process.

(B) Sexual Acts

No sexual acts shall be required of any Artist at any audition.

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

(C) Written Notice and Rider

Where nudity and/or acts of a sexual nature are required of an Artist in the course of a stage presentation, the Artist must be so advised in writing in advance, when possible, of the Artist signing the Opera Agreement Engagement Contract. In addition, these requirements must be stipulated in a rider to the Artist's Opera Agreement Engagement Contract. Where the requirements arise in the course of rehearsal, and the Artist gives their consent, these requirements shall be stipulated in a rider to the Opera Agreement Engagement Contract to be signed by both the Artist and the Engager, and immediately filed with Equity. The Artist is not obligated to give such consent. Should the Artist refuse consent and should the Engager decide to replace the Artist, the Engager shall immediately pay the Artist the remainder of the contractual fee and applicable benefits, and neither party will have any further obligations to one another.

8:00 HARASSMENT AND DISCRIMINATION

Preamble

The Engager and Equity are committed to the pursuit of respectful workspaces and support for those who have experienced or witnessed toxic behaviours and as such have partnered to develop the Not In OUR Space! program. Therefore, the Engager agrees to participate in the joint anti-harassment campaign "Not in OUR Space!" as outlined below.

8:01 Not In OUR Space! Program

The Engager agrees to post "Not In OUR Space!" materials in all of their rehearsal spaces and any performance spaces they own or use, for the duration of each production/activity.

Equity's "Respectful Workplace Policy" shall be posted next to the Not in OUR Space! poster. Further, the Engager shall have and shall make available in an easily accessible place, their own processes and procedures for filing a complaint and this information shall be communicated to all Artists no later than the first day of their engagement.

A representative from the Engager and a representative from Equity (Equity member engaged for the production) shall present the "Respectful Workplace Statement" at the beginning of the first day of rehearsals and again in the theatre/venue.

8:02 Harassment

"Harassment" is engaging in a course of vexatious comment or conduct against a person in a workplace that is known, or ought reasonably to be known, to be unwelcome or offensive.

Harassment is prohibited on the grounds as defined by legislation in the jurisdiction in which the Engager has its point of origin. However, harassment is generally understood to be:

Sexual Harassment: Engaging in a course of vexatious comment or conduct because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome; making a sexual solicitation or advance; where the person making the advance is in a position to confer, grant or deny a benefit or advancement and that person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Harassment: Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. For the purpose of this policy, harassment includes comment or conduct initiated by one person towards another, which causes humiliation, offence or embarrassment, or which has the purpose or effect of unreasonably interfering with the person's work and/or creating an intimidating, humiliating, hostile or offensive environment. Ordinarily, repeated comment or conduct is required to demonstrate harassment, however single acts of sufficient severity may also constitute harassment.

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

8:03 Reporting Harassment and Resolution Process

The Engager and Equity acknowledge that there are a number of possible methods by which a complaint of harassment or discrimination can be made including:

- (a) Directly addressing the alleged harasser and advising that the behaviour is unwelcome and must cease;
- (b) The complaint policy set out in the Engager's policy; or,
- (c) The complaint process provided for in Equity's policies.

The parties agree that a complaint made to the Engager is to be investigated. Equity agrees that it shall advise the Engager of any complaint made to Equity that involves anyone outside of Equity's jurisdiction. Equity and the Engager agree that it is the responsibility of the Engager to conduct an investigation into any complaint made to the Engager.

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

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

8:04 Requirement to Report

If a complaint is brought forward by any Artist signed to an Opera Agreement Engagement Contract, or at the specific request of a non-member, or if a complaint is made against an Artist signed to an Opera Agreement Engagement Contract, the Engager shall immediately advise Equity that an investigation is underway. Upon written consent of the complainant, the Engager shall share with Equity a summary report of the actions and findings.

8:05 Termination

When the results of an appropriately conducted investigation have determined that harassment has taken place and the Engager wishes to terminate the Artist's Opera Agreement Engagement Contract, and Equity is satisfied that such termination of the Artist's contract is the appropriate resolution, the Engager may do so under the provisions of Clause 34:02(B) Breaches by the Artist, in order to terminate an Artist's Opera Agreement Engagement Contract without further remuneration.

8:06 Dispute Between Equity and the Engager

If the Engager and Equity are in dispute with respect to any matter arising from the application of this Article, either party may refer the dispute to the dispute resolution procedures of Article 48:00.

8:07 Discrimination

(A) Discrimination Prohibition

There shall be no discrimination against any Artist or applicant for a role or position by reason of ethno-cultural origin or identity, colour, gender identity and/or expression, sexual orientation, age, disability, political or religious affiliation, citizenship, marital status, or any other basis prohibited by law. Any breach of this Clause by the parties to this Agreement may be submitted to the appropriate human rights authority.

(B) Termination Due to Discrimination is Prohibited

When it is alleged that an Artist's engagement has been terminated due to discrimination as described above, the matter may be submitted to the dispute resolution provisions of Article 48:00.

(C) Discrimination Due to Pregnancy or Parental Status

An Artist's pregnancy or parental status shall not prevent the Artist from enjoying full and equal audition and engagement opportunities. Under no circumstances shall an Artist's pregnancy be considered grounds for termination, unless it impinges on the artistic integrity of the production, to be mutually determined by the Engager and Equity.

(D) Discrimination for Association Activity

(i) Prohibition of Discrimination

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

(ii) Claims

Any Equity member who claims that the Engager has given them notice or otherwise penalized them for fulfilling their duties as an Equity member, may present their case to the Executive Director of Equity who shall give the Engager the opportunity to be heard. If the Executive Director of Equity is satisfied that such activities are the real cause of dismissal or of any penalty, it shall have the power to determine the character and the amount of a penalty to be assessed against the Engager. Should the Engager disagree with the Executive Director's decision or with the assessed penalty, it may appeal through arbitration according to the further provisions of Article 48:00.

9:00 RESPECTFUL REPRESENTATION

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

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

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

10:00 BREACHES

10:01 Breaches by Engager

Should the Engager:

(A) Make any material false statement in connection with any Opera Agreement Engagement Contract and/or this Agreement; and/or

(B) Breach any material provision and term of the Opera Agreement 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 Engager 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 be entitled by Opera Agreement Engagement Contract or under Equity rules be entitled to recover and also as liquidated damages an amount equal to two (2) weeks' contractual fees. 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.

10:02 Breaches by Artist

The Engager shall have the right to terminate the Opera Agreement Engagement Contract of an Artist for the reasons stipulated below:

(A) Impairment

Inability of an Artist in the opinion of the Engager to rehearse and/or perform caused by intoxication or other impairment. Two (2) independent written records shall be made, one of which shall be made by the Equity Liaison or Stage Manager witnessing the Artist's condition.

(B) Material Breach

Material breach by an Artist of the responsibilities set out in Clauses 5:02, 5:03, 5:04 and/or 5:05 of this Agreement.

If after arbitration of such a termination the Arbitrator finds against the Engager, the Engager 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 Opera Agreement Engagement Contract.

11:00 DEFAULTING ENGAGERS

11:01 Engager Not in Default

Any Engager engaging any Artist represents that such Engager is not in default under any Agreement with Equity at the time of such engagement, and that no Opera Agreement Engagement Contract or agreement has been entered into between said Engager and Equity, or any Artist, the breach of which remains unsettled or unliquidated. For the purpose of this paragraph, the subject matter of a dispute currently in arbitration or for which a notice of arbitration has been given, shall not be deemed an "unsettled" or "unliquidated" breach.

11:02 Requirement to Work

No Artist shall work without the written consent of Equity for any Engager which:

- (i) has failed to abide by any arbitration award or, where permitted herein, by any final determination of the Executive Director of Equity; or
- (ii) has defaulted by not meeting past financial obligations to Equity or Artists and has been placed on Equity's Defaulting Engager list.

Should an Engager remain in default of contractual fees, or other monies, due to an Artist or Artists, for a period longer than one (1) year, the Engager agrees that seven percent (7%) interest, compounded annually, beginning one (1) year after the default, and ending when the claim is paid, shall be added to and payable as part of said claim. It is understood and agreed that upon satisfaction of the above-mentioned claim by the defaulting Engager, no individual employed by or associated with that Engager shall be penalized or discriminated against by Equity. If an Artist is adjudged by the Executive Director of Equity, or by an Arbitrator, to be in default to an Engager, interest will accrue on said default in the same manner as above.

12:00 CONTRAVENTION OF CRIMINAL CODE

12:01 Duty Not to Contravene

The Engager has a duty to all Artists to see that they are not required to be in any place where the Criminal Code of Canada and/or the Controlled Drugs and Substances Act is being contravened.

12:02 Duty to Report

Where an Artist is in any place where required to be because of the Artist's Opera Agreement Engagement Contract and said Artist has good reason to believe that any other person is committing any criminal act in that place, then the Artist shall report the reasons to the Engager and the Engager shall make adequate arrangements for the Artist to be removed from the place where it is suspected that a criminal act is being performed and the Engager shall take whatever further action it deems necessary.

12:03 Withdrawal from Contract

Where it has been established that the Engager has failed to comply with the requirements of the Clauses 12:01 and 12:02, then the Artist may withdraw from the Artist's Opera Agreement Engagement Contract without liability and shall be entitled to the Artist's contractual compensation. The Opera Agreement Engagement Contract of any Artist who is convicted of contravening the Criminal Code and/or the Controlled Drugs and Substances Act may be terminated immediately without further payment, at the discretion of the Engager, Equity consenting.

13:00 COMPENSATION

13:01 Salaries Paid in Legal Tender

In Canada, all payments required to be made by the Engager to the Artist shall be in the legal tender of Canada.

13:02 Payment

(A) Fees

Payment of fees to the Artist may be made by Direct Deposit, Wire Transfer, cash, certified cheque or company cheque.

If fee payment is made by cheque, such cheques must be made available to the Artist on the day before the final banking day of the week at the place where the Artist is rehearsing or performing, prior to the Artist's last call of the day.

Payment by direct deposit must be deposited into the Artist's bank account by the start of banking each Friday. If Friday is a bank holiday, the deposit must be made by the start of banking on the Thursday.

In the event that the Artist is not called on the day before the final banking day of the week, the Engager shall endeavour to make such cheques available to the Artist on the preceding day.

Additionally, the Engager shall provide to the Artist their final payment(s) no later than the last day of their Opera Agreement Engagement Contract.

(B) While on Tour

While on tour cheques shall be made available with sufficient time to enable the Artist to cash such cheques prior to the final banking day of the week.

The meal allowance referred to in Clause 13:10 shall be paid to the Artist on the pay day of the week prior to the week for which it is applicable.

In the case of international touring, unless the Artist is being paid by direct deposit, payment for the Artist's contractual fees for the duration of the tour shall be presented to the Artist prior to departure with sufficient time to enable the Artist to cash the cheque prior to leaving the Engager's point of origin.

(C) Per Performance Fees

(i) Artists contracted on a per performance fee basis must receive full and final payment no later than the half-hour call for the Artist's final performance;

(ii) Artists contracted on a per performance fee basis may negotiate a payment schedule to provide for a partial payment of the contractual fee during the rehearsal period. Any negotiated payment schedule must be included as a rider to the Artist's Opera Agreement Engagement Contract.

- (iii) Whenever reference is made in the Agreement to a weekly fee or a proportion of a weekly fee the provisions of Clause 18:01(C) shall apply for the purposes of calculation with respect to those Artists engaged on a per performance basis. However, the per performance fee will apply in all cases requiring calculation with respect to the number of performances given.

(D) Additional Services

- (i) The individual Artist shall report additional services rendered to the Equity Liaison. The Equity Liaison, in turn, shall refer all additional services rendered to the Stage Manager before submitting such details to the Engager.
- (ii) Payment for additional services is due in the week after it is submitted to the Engager. The Artist and the Engager may agree to a payment schedule for additional services to provide for one lump sum payment in the final payment of the engagement contract. Any negotiated payment schedule must be included as a rider to the Artist's Opera Agreement Engagement Contract. On tour when additional services are rendered, payment is due in the week following the return to the point of origin.

13:03 Fees Pro-Rated

(A) Beginning of Engagement Period

The Artist may be engaged for less than a full engagement week at the beginning of the engagement period on the following terms:

- (i) **Consecutive**
Such period must be consecutive and may not exceed four (4) days (must start on Thursday, or later).
- (ii) **No Hiatus**
Such period must immediately precede a full engagement week with no hiatus in between.
- (iii) **Payment for Pro-rated Days**
Payment for each pro-rata day, including the free day(s), must be not less than one-sixth (1/6) of the Artist's weekly contractual fee per day.
- (iv) **Limited to Four Days**
If the Artist is engaged for more than four (4) days, the Artist must be paid the full weekly contractual fee.
- (v) **Maximum Consecutive Days**
In any event, the Artist may not be required to work for more than nine (9) consecutive days, including the pro-rated days as provided for above, without a free day. Should the pro-rated period include a free day, that day must be paid for on a pro-rata basis.

(B) End of Engagement Period

The Artist may be engaged for less than a full engagement week at the end of an engagement period on the following terms:

- (i) **Consecutive**
Such period must be consecutive and may not exceed three (3) days (must end on Wednesday, or sooner).
- (ii) **No Hiatus**
Such period must immediately follow a full engagement week with no hiatus in between.
- (iii) **Payment for Pro-rated Days**
Payment for each pro-rata day, including any free day(s), if any, must be not less than one-sixth (1/6) of the Artist's weekly contractual fee per day.
- (iv) **Limited to Three Days**
If the Artist is engaged for more than three (3) days, the Artist must be paid the full weekly contractual fee.

(v) Maximum Consecutive Days

In any event, the Artist may not be required to work for more than nine (9) consecutive days, including the pro-rated days as provided for above, without a free day. Should the pro-rated period include a free day, that day must be paid for on a pro-rata basis.

13:04 Fees, Non or Partial Payment

(A) Non or Partial Payment

Non-payment or partial payment of contractual fees including additional service fees, remittances to Equity, 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 Opera Agreement Engagement Contract with the Engager, Equity consenting. However, upon application by the Engager, Equity may grant a grace period not to exceed seven (7) days.

(B) Failure to Make Payments

If the Engager 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 Engager. Equity agrees to notify the Engager by telephone, or email of its intention to claim on such security, prior to doing so. The Engager 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 Opera Agreement Engagement Contract with the Engager.

(C) Invocation of Dispute Resolution Procedure

However, in the event that the Engager has invoked the dispute resolution procedure provided for in Article 48:00, the Artist shall not have the right to terminate the Artist's Opera Agreement Engagement Contract but may receive the disputed amount from the security deposited with Equity by the Engager. In this event, the Engager is not required to replenish the security deposit until the completion of the dispute resolution procedure.

13:05 Additional Duties

The Artist will not perform any additional duties that are not specified in their Opera Agreement Engagement Contract unless they negotiate additional compensation therefore which shall be to their satisfaction, and which shall not be less than the amount as specified below per week.

2025-2028	
Additional Duties	\$175.68

13:06 Additional Engagement

(A) Chorus Singer Contracted to Sing Solo Roles

The Chorus Singer who is also contracted to sing solo role(s) or line(s) in excess of sixteen (16) bars shall be paid not less than the amount as specified below per week above the minimum fee.

2025-2028	
More than 16 bars	\$175.68

For sixteen (16) bars or less, the payment shall be no less than the amount as specified below.

2025-2028	
16 bars or less	\$98.13

(B) Subsequent Engagement

Where the Engager offers the Artist engaged for a production or productions a subsequent engagement which requires the Artist to rehearse for the subsequent engagement while performing or rehearsing in the first production(s), the Artist must be given the opportunity to negotiate compensation for such a subsequent engagement to their satisfaction which compensation shall be in no event less than the amount as specified below in addition to the Artist's weekly contractual fee while the Artist continues to rehearse or perform in the first production(s). All such arrangements shall be contained in a rider to be attached to the Opera Agreement Engagement Contract. However, Clause 13:06(B) does not apply where an unpaid hiatus occurs between the original and subsequent engagements. Neither does Clause 13:06(B) apply to subsequent engagements at another venue.

2025-2028	
Subsequent Engagement	\$175.68

(C) Concurrent Engagement Contracts

Where the Artist has been signed to a new and separate Opera Agreement Engagement Contract with the same Engager for a subsequent engagement, then the Artist may be required by the Engager to fulfil both Opera Agreement Engagement Contracts fully as though the two (2) Opera Agreement Engagement Contracts were for two (2) different Engagers, particularly as regards rehearsal hours and free days.

13:07 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, itemization of deductions as directed by Equity (see Clause 2:04) payments for additional services, GST/HST or other payments, Equity dues and assessments.

13:08 Minimum Fees

Minimum fees for 2025-2028 as expressed herein shall apply from July 1, 2025, to June 30, 2026, for 2025-2026; from July 1, 2026, to June 30, 2027, for 2026-2027; and from July 1, 2027, to June 30, 2028, for 2027-2028.

2025-2028			
	2025-2026	2026-2027	2027-2028
Performer	\$1,415.86	\$1,458.34	\$1,502.09
Chorus Music Preparation	\$728.33	\$750.18	\$772.68
Production Stage Manager	\$2,025.15	\$2,085.91	\$2,148.49
Stage Manager	\$1,948.95	\$2,007.41	\$2,067.64
Choreographer	\$2,090.00	\$2,152.70	\$2,217.28
Fight or Intimacy Director - hourly	\$134.74	\$138.78	\$142.94
Fight or Intimacy Director - daily	\$674.17	\$694.39	\$715.22
Fight or Intimacy Director - per production	\$4,332.62	\$4,462.60	\$4,596.48
Assistant Stage Manager	\$1,559.16	\$1,605.93	\$1,654.11
Assistant Stage Director	\$1,535.12	\$1,581.18	\$1,628.61
Assistant Choreographer	\$1,535.12	\$1,581.18	\$1,628.61
Dance Rehearsal Director	\$1,535.12	\$1,581.18	\$1,628.61
Mainstage Season Director	\$2,978.21	\$3,067.56	\$3,159.59
Other Stage Director (i.e. community school touring)	\$2,334.33	\$2,404.36	\$2,476.49

13:09 Additional Services

2025-2028	
Rate 1: Per 1/2 hour or part thereof	\$32.55
Rate 2: Per 1/2 hour or part thereof	\$41.41
Rate 3: Per 1/2 hour or part thereof (minimum 3 hour call)	\$47.34

Rate 1 applies to:

- additional rehearsal hours (See Clauses 16:11(iv), 32:02, 42:05(H), 42:16(i)),
- emergency rehearsal in excess of running time (not replacement Artist) (See Clause 16:14)
- costume fitting outside of allowable hours (See Clause 17:00),
- time required prior to the half-hour call (except for special character or other makeup) (See Clause 18:09),
- hours in excess of allowable span (See Clause 42:05(I)),
- excess travel time (See Clauses 45:01(A), 45:01(C)),
- in the case of cancelled departures and travel before 8:00 a.m. (See Clauses 45:12(C), 45:12(D)),
- work beyond midnight for an SM required to supervise set-ups, strikes, load-ins and load-outs (See Clauses 42:19(A)),
- Excess work hours for set-ups, strikes, load-ins and load-outs (See Clauses 42:19(B)(i)), and
- School Touring (continuous work in excess of 5 hours (See Clauses 47:09(F)(ii), 47:09(K) moving scenery and equipment in excess of 1 hour, 47:09 (L) work in excess of weekly and daily limits).

Rate 2 applies to:

- invasion of a meal break (See Clauses 16:11, 42:05(D), 42:16(ii), 42:19(B)(ii)),
- invasion of overnight rest (See Clauses 16:03(B), 16:14, 42:16(ii), 42:19(B)(ii)), and
- in the case of cancelled departures and travel before 8:00 a.m. (See Clause 45:12(D)).

Rate 3 applies to:

- invasion of a free day (See Clauses 16:05, 16:14, 42:16(iii), 42:19(B)(iii), 47:09(O)), and
- in the case of cancelled departures and travel before 8:00 a.m. (See Clauses 45:12(D)).

Double Rate 1 applies to:

- rehearsals in excess of three (3) additional hours per day (See Clause 16:06), and
- rehearsals for an emergency replacement (See Clause 26:03).

When Additional Services are payable and the Artist is to invoice the Engager in accordance with this Agreement, Stage Management shall notify the Artist, the Engager and the Equity Liaison, in writing, as soon as possible. The Engager shall, upon receipt of such notice from Stage Management, pay the additional services to the affected Artist(s). Should the appropriate Rate category not be expressed the Engager will consult with Equity.

13:10 Compensation on Tour

(A) Overnight Touring

Whenever the Artist is required by the Engager to be away from the point of origin for ten (10) or more consecutive hours for any reason, the Artist shall be considered to be on an overnight tour subject to Article 44:00 (Touring), and the following conditions shall apply:

(i) Meal Allowances

When the Artist is required to travel outside the point of origin on an overnight tour, the Artist's contractual fee shall be augmented by a meal allowance as specified below. This meal allowance shall not be subject to Clause 2:04 (Deductions). It shall be paid at least one (1) week in advance of the week for which it is applicable.

2025-2028			
	2025-2026	2026-2027	2027-2028
Meal Allowance (Daily)	\$84.83	\$87.37	\$89.99
Depart prior to 9:00 a.m.	\$84.83	\$87.37	\$89.99
Depart after 9:00 a.m. and prior to noon	\$66.95	\$68.96	\$71.03
Depart after noon and prior to 6:00 p.m.	\$41.66	\$42.91	\$44.20

(ii) Return from Overnight Tour

When the Artist is returned to the Point of Origin following an overnight tour, they shall receive the applicable amount as specified below.

2025-2028			
	2025-2026	2026-2027	2027-2028
Prior to noon	\$17.87	\$18.41	\$18.96
Prior to 6:00 p.m.	\$43.17	\$44.46	\$45.80
After 6:00 p.m.	\$84.83	\$87.37	\$89.99

(B) Local Touring

Whenever the Artist is required by the Engager to be away from the point of origin for less than ten (10) consecutive hours (from pick up to drop off) for any reason, the Artist shall be considered to be on a run-out tour subject to Article 44:00 (Touring), and the following conditions shall apply:

(i) Meal Allowances

When leaving and returning to the Point of Origin on the same day (Run-Out) and where no lodging is required, the Artist will receive the applicable meal allowance amount as specified below.

2025-2028			
	2025-2026	2026-2027	2027-2028
Depart prior to 9:00 a.m.	\$17.87	\$18.41	\$18.96
Depart prior to noon and return after 1:00 p.m.	\$25.29	\$26.04	\$26.82
Depart prior to 5:00 p.m. and return after 6:00 p.m.	\$41.67	\$42.92	\$44.20

Where more than one of the meal allowance amounts as specified above applies, each shall be paid.

13:11 Engagement Bonus

In addition to the negotiated contractual fee, Artists who are Canadian citizens or permanent residents and whose contractual fee exceeds the amount as specified below per week, shall receive an Engagement Bonus as specified below for each week of the Artist's engagement.

2025-2028	
Fee Exceeds	\$2,673.61
Engagement Bonus	\$225.00

The Engagement Bonus shall not be pro-rated.

Artists who are citizens of the United States and whose contractual fee exceeds the amount as specified below per week shall receive an Engagement Bonus, as specified below, for each week of the Artist's engagement.

2025-2028	
Fee Exceeds	\$2,673.61
Engagement Bonus	\$109.09

The Engagement Bonus shall not be pro-rated.

13:12 Partial Week Payment

Unless the Artist is paid the engagement bonus pursuant to Clause 13:11, an Artist engaged for less than a full engagement week shall be paid an additional fee as specified below for each day not worked in that week to compensate for a full week insurance deduction. For the purpose of this Clause, an engagement week shall comprise six (6) days.

2025-2028	
Partial Week Payment per Day Not Worked	\$5.65

This partial week payment shall apply to engagements of less than one (1) week pursuant to Clauses 13:03 Fees Pro-Rated, 41:07 Consultation after Signing, 41:09(D) Limited Movement and Dance Sequences, 42:04(B) Replacement Stage Management, 43:00 Fight Directors and Intimacy Directors, and 49:00 Concerts, Casual Engagements, Recitals, Artist Appearances, and Development Activities.

13:13 Contingent Compensation, On Weekly Gross-Net Receipts, Profits

No Opera Agreement Engagement Contract shall be entered into by the Engager 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.

13:14 Second and Third Stage

The intent of these provisions is to encourage the expansion of engagement opportunities for Equity Artists and to expand the profile of the Engager in the Community. For these reasons, and to access these provisions, the Engager shall submit a detailed proposal to Equity specifying the nature of the project. The proposal may include special local situations which would require further amendments to this Clause 13:14. Equity's approval for access to these provisions shall not be unreasonably withheld.

(A) Second Stage Minimum Fees

The following Second Stage minimum fees may apply on the condition that the Mainstage Season is maintained at the minimum fees specified in Clause 13:08 and the maximum weekly box office potential (highest advertised ticket price x number of seats x number of performances in an engagement week) does not exceed the amount as specified below, exclusive of entertainment taxes and applicable service taxes.

2025-2028	
Maximum Weekly Box Office Potential	\$248,346.00

These provisions may, with the prior written approval of Equity, be used as the basis of touring outside the Point of Origin, including school touring. Productions utilizing the Second Stage rates may not be combined with productions on the Mainstage. Non-professionals may not be engaged for touring productions.

2025-2028			
	2025-2026	2026-2027	2027-2028
Performer	\$1,313.50	\$1,352.90	\$1,393.49
Stage Manager	\$1,564.65	\$1,611.59	\$1,659.94
Assistant Stage Manager	\$1,251.73	\$1,289.28	\$1,327.96
Stage Director	\$1,872.21	\$1,928.38	\$1,986.23
Assistant Stage Director	\$1,233.98	\$1,271.00	\$1,309.13
Choreographer	\$1,677.13	\$1,727.45	\$1,779.27
Fight or Intimacy Director - Hourly	\$134.84	\$138.88	\$143.05
Fight or Intimacy Director - Daily	\$674.17	\$694.39	\$715.22
Fight or Intimacy Director - Total	\$3,489.91	\$3,594.60	\$3,702.44

(B) Third Stage Minimum Fees

The following Third Stage minimum fees may apply on the condition that the Mainstage Season is maintained at the minimum fees specified in Clause 13:08 and the maximum weekly box office potential (highest advertised ticket price x number of seats x number of performances in an engagement week) does not exceed the amount as specified below, exclusive of entertainment taxes and applicable service taxes.

2025-2028	
Maximum Weekly Box Office Potential	\$62,086.50

These provisions may, with the prior written approval of Equity, be used as the basis of touring outside the Point of Origin. Productions utilizing the Third Stage rates may not be combined with productions on the Mainstage, nor may the rates be used as the basis for School Touring. Non-professionals may not be engaged for touring productions.

2025-2028			
	2025-2026	2026-2027	2027-2028
Performer	\$1,218.53	\$1,255.08	\$1,292.73
Stage Manager	\$1,256.10	\$1,293.78	\$1,332.59
Assistant Stage Manager	\$1,004.88	\$1,035.03	\$1,066.08
Stage Director	\$1,505.26	\$1,550.42	\$1,596.93
Assistant Stage Director	\$991.89	\$1,021.65	\$1,052.30
Choreographer	\$1,345.90	\$1,386.28	\$1,427.87
Fight or Intimacy Director - Hourly	\$134.84	\$138.88	\$143.05
Fight or Intimacy Director - Daily	\$674.17	\$694.39	\$715.22
Fight or Intimacy Director - Total	\$2,811.12	\$2,895.46	\$2,982.32

13:15 Complimentary Tickets

(A) Final Dress Rehearsal

The Engager shall provide each Artist with two (2) complimentary tickets to the final dress rehearsal of each production for which the Artist is engaged.

(B) Regular Performances

The Engager shall endeavour to provide each Artist with two (2) complimentary tickets to the Engager's choice of one regular performance of each production for which the Artist is engaged. Every effort will be made to accommodate an Artist's request for a specific performance in consideration of their guests.

(C) Discounted Tickets

The Engager shall, whenever possible, extend a discount ticket offer to each Artist for a regular performance of each production for which the Artist is engaged.

In all cases, the Engager shall advise all Artists of their complimentary ticket allocations and the Engager's procedures to obtain the complimentary and discounted tickets.

13:16 Production and Non-professionals Checklist

Not later than four (4) weeks prior to the first date of engagement for each production, the Engager shall supply Equity with a list of the following:

(A) Artists

Names of all Artists contracted for the production, each Artist's contractual fee, role and dates of engagement.

(B) Non-Professional Chorus Members and Comprimarios

Names of all non-professional chorus members, and non-professionals playing specific Comprimario roles including the name of said role and identification as "B" (Bit) or "CB" (Chorus Bit). The Engager shall also verify that each non-professional is not a member of any professional performing artists' association or union. In the event that an artist appears to have professional affiliation, the Engager will provide Equity with additional information to assist in the determination of the artist's professional status.

(C) Non-Professionals in a Supporting Role

Names of all non-professionals playing a Supporting role, including the name of said role, in accordance with Clause 2:06(A). In the event that an artist appears to have professional affiliation, the Engager will provide Equity with additional information to assist in the determination of the artist's professional status.

Failure to supply Equity with the Production and Non-professionals Checklist in the time frame noted above will constitute a breach of the Agreement.

14:00 ARTISTS' CATEGORIES

14:01 Actor

The term "Actor" shall refer to and include any performing artist engaged on an Opera Agreement Engagement Contract in a non-singing role (ie. Actor, Narrator, Dancer, etc.). The applicable minimum weekly fee is the Performer fee.

14:02 Artist

The term "Artist" shall refer to and include all persons who are engaged on an Opera Agreement Engagement Contract.

14:03 Assistant Stage Director

An "Assistant Stage Director" is an Artist engaged for the purpose of assisting the Stage Director in overseeing the mounting of a production (or activity).

14:04 Assistant Stage Manager

The "Assistant Stage Manager" will assist the Stage Manager and is responsible for the duties outlined in Article 42:00.

14:05 Child

(A) Engagement as an Equity Member

A "Child" sixteen (16) years of age and under shall be signed to an Opera Agreement Engagement Contract subject to the full terms and conditions of the Agreement, including minimum fees, except as amended herein when performing Lead, Featured and Supporting roles as determined in accordance with the Appendix A Categorization of Roles.

(i) Engagement Options

(a) Standard Engagement

A Child engaged for more than fifteen (15) hours of activity per engagement week shall be compensated at not less than the applicable weekly Performer fee per week.

(b) Reduced Engagement

A Child may be engaged for no more than fifteen (15) hours of activity per engagement week, and shall be compensated at not less than fifty percent (50%) of the applicable weekly Performer fee per week.

A Child engaged under this provision may not be called for more than one (1) call a day, with the exception of the first onstage rehearsal for which they may be called for two (2) calls.

Should a Child engaged under this provision be called for more than fifteen (15) hours in an engagement week, the Child shall be compensated at the full applicable weekly fee for that week, and a rider to that effect shall be issued.

(ii) Additional Hours

A child may not work in any circumstances where additional services pursuant to Clause 13:09 would apply.

(iii) Scheduling Parameters

Any information provided to the parent(s) or guardian(s) in regard to scheduling, rehearsal, and performance, parameters must be attached as a rider to the Opera Agreement Engagement Contract. The Engager shall use its best efforts to inform the parent(s) or guardian(s) of the demands of the role(s) for which the child is engaged.

(iv) Double-Casting of Supporting Roles

Except in cases of touring productions, where a Supporting role is double-cast, each Child who is contracted for a maximum of twenty (20) hours of rehearsal per week or a maximum of twenty-eight (28) hours of onstage rehearsals and no more than three (3) performances per week shall be paid not less than sixty percent (60%) of the applicable minimum weekly fee for a Performer.

(B) Engagement Without Reference to an Equity Contract

A child sixteen (16) years of age and under who is not a member of a professional performing artists' association or union may be engaged in the following manner without reference to an Opera Agreement Engagement Contract:

- (i) As extras in accordance with the provisions governing supernumeraries as stipulated in Clause 14:17; or
- (ii) as participants in a children's chorus as required by the score;
- (iii) to perform, a "B" (Bit) or "CB" (Chorus Bit) role as dictated by the score; or
- (iv) as participants in dance sequences.

The children specified in (A) and (B) above will be included in the production checklist in accordance with Clause 13:16.

(C) Supervision

A child must, from the time of arrival at the rehearsal hall or theatre to the time they are picked up from the theatre or rehearsal hall by a parent or person authorized to receive the child, be appropriately supervised by a designated "Child Supervisor". The Child Supervisor shall not leave the child unattended at any time. When the Child Supervisor is on a break or otherwise unavailable, a suitable replacement shall be present.

(i) Definition of Child Supervisor

- (a) The Engager is responsible for engaging a qualified person capable of adequately supervising the child. This duty may not be required of any Artist contracted for the production.
- (b) The Child Supervisor(s) must be at least eighteen (18) years of age.
- (c) The Engager will comply with provincial requirements with respect to performing background checks on Child Supervisors.
- (d) The Child Supervisor must be agreed upon by the parent(s) or legal guardian(s) in writing.

(D) Ratios

There shall be at least one (1) Child Supervisor for every ten (10) children. There shall be at least one (1) Child Supervisor for every five (5) children ages twelve (12) and under.

(E) Travel

A child shall not travel unaccompanied from the workplace. If the child does not appear in the last act or section of the performance, then the child may be released to a parent or person authorized to receive the child.

(F) Between Rehearsal and Performance Calls

If a child is not picked up by their parent or person authorized to receive the child immediately following the first rehearsal/performance on a day with more than one rehearsal/performance, the Engager shall make adequate arrangements for the child to have a break away from the rehearsal or performance venue between shows under the supervision of the Child Supervisor.

(G) Training

The Child Supervisor shall be adequately trained by the Engager, including but not limited to, instruction on Fire Drill procedures, backstage etiquette, the backstage traffic and orientation of the production, facilities available for children, emergency response, who to contact and how to reach them. If an Artist is required to conduct this training, they shall invoice the Engager at the additional services rate in accordance with Clause 13:09 for such time.

(H) Consistency

The Engager shall use its best efforts to engage consistent Child Supervisors for the production.

(I) Dressing Rooms

Where possible there shall be separate dressing rooms as required by gender, which shall be separate from the dressing rooms provided for the adults. Reasonable efforts will be made to ensure the privacy of both adult Artists and children.

(J) Note from School

The Engager shall request that the parent or legal guardian provide written confirmation from the child's school that suitable arrangements have been made to address the academic needs of the child during their participation in the production.

(K) Individual Records

The Engager shall ensure that a record is kept for each child, and the record must be available to the Child Supervisor at all times. The record must include the following particulars:

- (i)** the name, address, and home telephone number of the child;
- (ii)** the name, address, and both home and business telephone numbers of the child's parents or legal guardian;
- (iii)** the name, address, and both home and business telephone numbers of any other person nominated by the child's parents or legal guardian as being a person responsible for the child in the event of the parents being unavailable;
- (iv)** the child's date of birth;
- (v)** the name, office, and emergency contact telephone number of the child's Doctor;
- (vi)** any medical information which may be relevant to the Child Supervisor or the Engager in protecting the child's health such as allergies.

(L) Punishment Prohibited

The Engager shall ensure that no child is subjected to any form of corporal punishment, social isolation, immobilization, or any behaviour likely to humiliate or frighten the child.

(M) Notification of Accidents

In the event of a child becoming ill or being injured, the Engager must ensure that at least one of the child's parents (or legal guardian if applicable) is immediately notified of the situation.

(N) Parental Contact

The Engager shall at all times ensure that each child is able to make contact with his or her parents or with some other person responsible for the child and must facilitate the making of any such contact whenever the child so requests or whenever it is otherwise appropriate to do so in the interests of the child.

14:06 Chorus

It is understood that the Engager may engage non-professionals as defined in this Agreement as members of the Chorus.

However, in the case where the Engager wishes to engage an Equity member in the chorus, one of the following shall apply:

(A) Weekly Basis

The Artist engaged on a weekly basis shall be paid in accordance with the applicable weekly fees as outlined in Article 13:00. Artists engaged on a weekly basis may also be engaged for Chorus Music Preparation in accordance with Clauses 15:01 Chorus Music Preparation and 16:10(A)(iii) Chorus Music Preparation Hours.

(B) Part-time Rehearsals/Per-Performance Basis

The Artist may be engaged on an hourly basis for part-time rehearsals, and on a per-performance basis for performances as outlined below. The minimum fee for the engagement shall be based on the applicable minimum weekly fee.

2025-2028	
Fee for Rehearsals (minimum 3 hour call)	1/30 of the weekly fee per hour
Fee for Performances (maximum 3 hour call)	1/4 of the weekly fee per performance

The rehearsal hours and number of performances must be determined in advance and detailed on a rider to the Artist's OPA Engagement Contract.

14:07 Comprimarios

"Comprimarios" are defined in Appendix A Categorization of Roles herein as roles identified as "B" (Bit) and "CB" (Chorus Bit).

14:08 Cover

A "Cover" is an Artist who is contracted and paid a retainer as negotiated between the Artist and the Engager to be available to replace a contracted Artist who is unable to perform. A Cover may not be required to rehearse or perform unless signed to an Opera Agreement Engagement Contract.

14:09 Dance Rehearsal Director

A Dance Rehearsal Director is an Artist engaged for the purpose of rehearsing Dancers.

14:10 Fight Captain

A "Fight Captain" is an Artist engaged for the duration of the production to monitor stage fights. If, in accordance with Article 43:00 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.

14:11 Intimacy Captain

An "Intimacy Captain" is an Artist engaged for the duration of the production to monitor onstage intimacy. If, in accordance with Article 43:00 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. If the Assistant or Associate Director is appropriately trained, they may be designated the Intimacy Captain. Being appropriately trained in this instance is defined as follows:

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. See also Clause 43:18(A) Intimacy Captain Responsibilities.

14:12 Non-Professionals

For the purpose of this Agreement, a "Non-Professional" is defined as a person who is engaged in the Chorus and is not a member of Equity or any other professional performing artists' association or union.

Permit fees for non-professional singers engaged in a Bit role are as specified below, payable to Equity.

2025-2028	
Bit Role Permit Fees	\$94.96

14:13 Presentations

Two (2) presentations of less than one (1) hour each, when presented in a three (3) hour span, will be considered as one (1) performance. There will be no more than one (1) such performance consisting of two (2) presentations in a day.

14:14 Production Stage Manager

A "Production Stage Manager" shall be the senior stage manager and responsible for the stage management of all productions both in rehearsal and performance.

14:15 Stage Director

A "Stage Director" is an Artist engaged for the purpose of overseeing the mounting of a production (or activity) by unifying the various aspects of the production (or activity).

14:16 Stage Manager

The "Stage Manager" will fulfil the duties as outlined in Article 42:00.

14:17 Supernumeraries

The function of a "Supernumerary" is to provide atmosphere and/or background requiring no special theatrical skill or training.

Supernumeraries may not sing, speak or dance. However, Supernumeraries may perform in limited dance sequences which require no specific dance training. Supernumeraries may not be or have ever been members of Equity or any other professional performing artists' association or union. All Supernumeraries must be included in the production checklist, to be filed with Equity in accordance with Clause 13:16.

14:18 Understudy

An "Understudy" is an Artist who is contracted for the rehearsal and performance period of a production to learn, rehearse and, if required by the Engager, perform a role(s) of another Artist(s) contracted to perform the role(s).

15:00 DEFINITIONS

15:01 Chorus Music Preparation

"Chorus Music Preparation" is a period of engagement during which members of the Chorus may be called for music rehearsals only in accordance with Clause 16:10(A)(iii). Payment for such music rehearsals is as provided for in Clause 13:08. There may be no staging rehearsals during this period whatsoever. Once staging rehearsals begin the Artist must be paid at no less than the regular performer fee provided for in Clause 13:08.

15:02 Emergency Rehearsal

An "Emergency Rehearsal" shall mean a rehearsal necessitated by the inability of an Artist to perform due to sickness, injury, death or the abuse of alcohol or drugs and such an emergency rehearsal must take place within twenty-four (24) hours of the emergency or within twenty-four (24) hours of the arrival of the replacement artist.

15:03 Engagement Week

An "Engagement Week" shall be defined as being from Monday through Sunday inclusive.

15:04 Extraordinary Risk

An Artist shall not be required to perform or be exposed to an "Extraordinary Risk" unless the risk is stipulated in a rider to the Opera Agreement Engagement Contract. The rider must specifically describe the nature and elements of the extraordinary risk to be performed by each individual Artist, and any steps taken to mitigate the risk. The rider must be signed and dated by both parties and a copy filed with Equity. The provision of a duly executed Extraordinary Risk Rider may also provide additional coverage for Equity members under Equity's insurance for injuries which occurred due to the Extraordinary Risk(s) agreed in the rider.

Extraordinary Risks include, but are not limited to, the performance of acrobatic feats; suspension from trapezes, wires, or like contrivances; whenever a production utilizes moving or flying set pieces that may pose a hazard, the use of, or exposure to, weapons, fire, or pyrotechnical devices; the taking of dangerous leaps, falls, throws, catches, knee drops, or slides; the handling of unusual live animals (including birds, fish, reptiles); working at heights in excess of four (4) feet, or work on a rake where the incline is greater than one (1) inch in twelve (12) inches. Prior to the construction of any raked stage where the rake will be greater than one (1) inch in twelve (12) inches, the Engager shall promptly notify Equity of such plans and provide such information as Equity may

reasonably request. When the Engager is utilizing a set from a prior production, said notice may not be possible and the Engager agrees to notify Equity as soon as a determination is made that such set will be utilized.

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.

Within the sphere of Stage Management, an extraordinary risk shall also be defined as the lifting or shifting of heavy objects and the regular exposure to high impulse sound levels.

The determination as to what constitutes extraordinary risk shall be made by Equity in consultation with a representative of the Engager, the Stage Manager, and the Equity Liaison.

15:05 Free Days and Holidays

(A) Free Days

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 whatsoever for the Engager. 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.

The Engager shall endeavour to provide a Free Day between the final dress rehearsal and opening. If this is not possible, the Engager shall inform the Artist at the time of contracting.

There shall be no more than eight (8) consecutive workdays between Free Days, and the Free Day prior to the first public performance must be given within the six (6) days prior thereto.

In the Point of Origin, the Free Day shall commence at midnight and end at nine (9) a.m. two (2) days later.

Outside the Point of Origin, the Free Day shall begin at midnight and end no sooner than eight (8) a.m. two (2) days later. Where the Engager wishes the company to travel on its designated Free Day, it may do so provided that the following day is designated as a Free Day. Notwithstanding the above, the day immediately following the day on which the Artist returns to the Point of Origin from a tour of twenty-eight (28) days or more shall be a Free Day in addition to the Free Days provided for herein.

(B) Holidays

During the week containing December 25, there shall be two (2) Free Days, one (1) of which shall be December 25.

The Artist's Free Day during New Year's Week shall be New Year's Day.

The Engager may schedule performances but no rehearsals on Victoria Day, Canada Day, the first Monday in August and Boxing Day (December 26).

On Good Friday, the Engager may schedule rehearsals for up to six (6) hours out of a span of seven (7) hours, unless there is a Chorus call, in which case the span is extended to seven and a half (7½) hours. The Engager shall not schedule rehearsals on Easter Sunday unless it falls on the weekend prior to opening.

On New Year's Eve (December 31), all Artists must be released from rehearsal by 5:30 p.m. There will be no rehearsals or performances on December 24.

The Engager will finalize and notify the Artist of the rehearsal and/or performance schedule for the seven (7) days prior and subsequent to Christmas Day by November 15.

15:06 Half-Hour Call

All performances and dress rehearsals as provided for herein must include a minimum thirty (30) minute period immediately prior to the beginning of the performance. At the discretion of the Artist, for performance calls, this period may be used solely for preparing the Artist's self for performance.

15:07 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. Onstage Intimacy may also extend to physical contact between a minor and an adult (which must be determined in consultation with the parent/legal guardian), and instances or direction where a Performer feels that additional consideration is required.

15:08 Overnight Rest

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 service.

The overnight rest period may not be less than twelve (12) hours for performing Artists and eleven and a half (11.5) hours (ten and a half (10.5) hours on tour) for Stage Management personnel (see also Clause 42:05(A)).

15:09 Performance Day

A "Performance Day" shall be a day on which at least one (1) performance is given.

15:10 Place of Residence

The term "Place of Residence" shall mean the Artist's home or usual place of residence as shown on the face of the Artist's Opera Agreement Engagement Contract.

15:11 Point of Origin

(A) The "Point of Origin" shall be the municipality where the Engager 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 Opera Agreement Engagement 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, touring conditions shall apply.

(B) Upon application by the Engager, Equity will consider special arrangements for a Joint Production involving two (2) separate Engagers presenting the same production in their respective Points of Origin.

15:12 Rehearsal

The term "Rehearsal" may include, but need not be limited to, music rehearsals, readthroughs, blocking, staging and giving notes.

(A) Technical Rehearsal

A "Technical Rehearsal" is defined as a rehearsal with the purpose of addressing safety, technical issues, scenery, spacing, lighting and sound, and the Artist may not be required to sing in full voice.

(i) Piano Technical Rehearsal

A "Piano Technical Rehearsal" is defined as a Technical Rehearsal with piano accompaniment.

(ii) Orchestra Technical Rehearsal

An "Orchestra Technical Rehearsal" is defined as a Technical Rehearsal with orchestra accompaniment.

(B) Run-Through Rehearsal

A "Run-Through Rehearsal" is defined as a rehearsal with the intent to rehearse a work in its entirety.

(C) Piano Dress Rehearsal

A "Piano Dress Rehearsal" is defined as a rehearsal for which the Artist is required to appear in full dress (including costumes, hair/wigs, makeup, etc.), with piano accompaniment, and where the intent is to perform the work in its entirety.

(D) Orchestra Dress Rehearsal

An "Orchestra Dress Rehearsal" is defined as a rehearsal for which the Artist is required to appear in full dress (including costumes, hair/wigs, makeup, etc.), with orchestra accompaniment, and where the intent is to perform the work in its entirety.

(E) Final Dress Rehearsal

The "Final Dress Rehearsal" is defined as a rehearsal for which the Artist is required to appear in full dress (including costumes, hair/wigs, makeup, etc.) with orchestra and where the intent is to perform the work in its entirety.

Where an audience is present at this Dress Rehearsal this Dress Rehearsal shall be considered to be a performance and the day shall be a performance day unless special arrangements are made in advance between the Engager and Equity.

(F) Dance, Fight, or Intimacy Call

A "Dance, Fight or Intimacy Call" is defined as a rehearsal which is monitored by the applicable Captain, and where the Artists involved in dance, fight and/or intimacy rehearse choreography, timing, technique and reaffirm consent.

(G) Sitzprobe

A "Sitzprobe" is defined as a rehearsal where orchestra and Artists rehearse together without staging, and with the focus on integrating the two groups.

(H) Wandelprobe

A "Wandelprobe" is defined as a Sitzprobe with the addition of minimal staging.

15:13 Rehearsal Day

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

15:14 Run-Out

A run-out occurs when the Artist leaves the Point of Origin for a period not to exceed ten (10) hours from departure point to drop off point in a given day. The meal allowances as provided for in Clause 13:10(B) will apply solely when the Artist is outside the Point of Origin.

15:15 Season

The term "Season" shall mean a period from July 1 to June 30.

15:16 Stage Fighting

(A) Definition

A "Stage Fight" is a co-ordinated 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 regularly be construed as blocking is not to be construed as stage fighting.

(B) Rider

An Artist who participates in a stage fight shall be signed to an Extraordinary Risk Rider in accordance with Clause 15:04.

15:17 Touring

Whenever the Artist is required by the Engager to be outside the point of origin for any reason, the Artist shall be considered to be on tour and Clause 13:10 Compensation on Tour and Article 44:00 Touring shall apply.

16:00 REHEARSALS

16:01 Commencement

Rehearsals begin on the date when the first Performer is called to rehearse as specified on the Opera Agreement Engagement Contract.

16:02 Preparation for

The Artist shall arrive at the first staging rehearsal for a production knowing by memory the music and text of the role for which the Artist has been engaged.

All chorus scores must be provided by and returned to the Engager.

If an Artist is engaged to perform a work outside the standard repertoire for which the translation or vocal score is not readily available at retail outlets, then the Engager must provide the score at least eight (8) weeks prior to the beginning of rehearsals.

Except in the case of new works, the Engager shall notify the Artist of the translation, version, cuts, interpolations, dialogue additions and/or deletions, and cadenzas of each opera assigned at the time the Opera Agreement Engagement Contract is signed. If not yet known, the Engager shall provide the Artist with all foregoing information at least six (6) weeks prior to the first rehearsal of said opera. Failure to so notify 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 Engager may schedule special coaching outside the rehearsal hours at the Artist's expense in which case Equity shall be immediately notified. Should the Artist remain inadequately prepared to rehearse and/or perform; after receiving coaching, the Engager may request Equity's consent to terminate the Artist's Opera Agreement Engagement Contract. When Equity agrees to the termination of the Artist's Opera Agreement Engagement Contract, the Artist shall be paid such expenses and remuneration as agreed between Equity and the Engager. In the event that Equity and the Engager fail to reach agreement concerning the payment of such expenses and remuneration, then Equity may request that the dispute be arbitrated.

16:03 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. If the Artist agrees to provide additional services during the overnight rest period, the Artist shall invoice the Engager for additional services at Rate 2 in Clause 13:09.

16:04 Posting of Calls, Performance Schedules and Casting

On the first day of engagement, the Engager shall provide the Artist with a tentative rehearsal schedule which outlines anticipated rehearsal calls (blocks of time) for the entire rehearsal period.

The rehearsal call for the next day must be provided to the Artist no later than one (1) hour after the end of the last rehearsal block of the rehearsal day, or when the company is also performing, before the half-hour call. The rehearsal call shall be provided to each Artist. It is the Artist's responsibility to provide the Engager with up to date contact information and in cases where the notice is not received to contact the Engager to find out when the Artist's next call will be.

If the Artist's next scheduled call is changed, it is the responsibility of the Engager to notify the Artist no later than the night before the call. Failure to do so shall mean that an Artist appearing for the call as previously scheduled shall be deemed to be working.

The complete cast list for an opera, operetta or musical theatre, with performance dates for each Artist, shall be posted on the call board, at least, six (6) days in advance of the first public performance and, in any event, before this information is released to the box office or news media.

16:05 Rehearsals on a Free Day

For any rehearsal called on a scheduled Free Day or Free Days or days free of rehearsal as provided for in Clause 15:05, the Artist shall invoice the Engager for additional services at Rate 3 in Clause 13:09 and the minimum call shall be three (3) hours.

At least twenty-four (24) hours' notice must be given for all additional services calls on Free Days.

16:06 Notice of Additional Rehearsals

During regular rehearsals the Engager will endeavour to inform the Artist at least fifteen (15) minutes before the commencement of rehearsal which exceeds of the provisions of this Agreement. Except for emergency rehearsals, if the Artist rehearses in excess of three (3) hours of additional rehearsal in any one (1) day, the Artist shall invoice the Engager for additional services at double Rate 1 in Clause 13:09.

16:07 Use of Costumes in Rehearsals

Artists may be given the option to integrate costume pieces that could present safety and/or movement challenges into rehearsals. These items may include, but are not limited to, performance shoes, skirts or dresses, masks or headpieces, or restrictive corsets or tops. Wearing costume pieces prior to dress rehearsals is at the discretion of the Artist and may not be required by the Engager.

16:08 Rehearsals Prior to Opening

(A) Extended Rehearsal Calls

In the nine (9) days prior to the day of opening night, the Artists may be called up to a maximum of three (3) days for four (4) consecutive hours of rehearsal before a meal break is given. One of these calls may occur in the Rehearsal Hall. These rehearsals may include but are not limited to staging rehearsals, technical rehearsals, piano tech rehearsals, and run-through rehearsals.

(B) Dress Rehearsals

In addition to the extended rehearsals provided for in Clause 16:08(A) above, in the nine (9) days prior to the day of opening night, the following rehearsals may be called. These calls are in addition to the final Dress Rehearsal as defined in Clause 15:12.

(i) Orchestra Dress Rehearsal

There may be one (1) four-and-a-half (4-1/2) hour rehearsal call.

(ii) Piano Dress Rehearsal(s)

There may be either:

- (a)** One (1) five-and-a-half (5-1/2) hour piano dress rehearsal with no other call, except as provided for below, for the performing Artists on such a day; or
- (b)** Two (2) four-and-a-half (4-1/2) hour piano dress rehearsals with a maximum of one (1) piano dress rehearsal per day. When utilizing this option the performing Artists may not be required for any other calls on such a day.

When utilizing Clause 16:08(B)(ii)(a) above, the Engager may also schedule one (1) photo/media call in accordance with Clause 30:01 Photo/Media Calls, provided the Artist receives a meal break of not less than sixty (60) minutes between the end of the photo/media call and the Artist's call time for the piano dress rehearsal and the Engager provides and pays for a hot meal in the Theatre. The span of day for an Artist called for the photo/media call shall not exceed ten (10) hours. The Artist will be informed of the Engager's intent to utilize this provision with at least twenty-four (24) hours' notice.

The Engager guarantees that each soloist shall participate in a dress rehearsal in costume.

(iii) Half Hour Call included in Rehearsal

For all dress rehearsals, there must be a minimum half (1/2) hour call, which shall be considered part of the rehearsal time.

(iv) Hair/Wig and Make-up Calls

Where special character or other un-conventional make-up is required to be applied by the Artist, the Artist may be called sixty (60) minutes prior to curtain. In instances when the Engager is providing Hair, Wig and/or Makeup personnel to provide hair and makeup services to the Artist, the Artist may be called up to two (2) hours prior to the start of the dress rehearsal for the express purpose of these services. This shall be considered part of the rehearsal time. Every effort will be made to schedule the Artist's call in consultation with the Artist, and in consideration of their preparation needs and time constraints.

For any additional time required beyond the applicable timeframes listed above the Artist shall invoice the Engager for additional services at Rate 1 in Clause 13:09.

(v) Notes Following a Dress Rehearsal

Immediately following any Dress Rehearsal call, the company may be given notes for up to thirty (30) minutes provided that the performing Artists are released prior to midnight. Notes must commence no later than fifteen (15) minutes following the end of the Dress Rehearsal.

16:09 Final Dress Rehearsals

(A) Deemed Performance

Final Dress Rehearsals with an audience present shall be considered as performances and performance day Clauses shall apply. However, Artists engaged on a per performance basis may participate in a Final Dress Rehearsal without additional compensation. Nevertheless, additional compensation will be payable should any Artist perform more than seven (7) performances per engagement week as provided for in Article 18:00 - Performances (or maximum number of performances per week allowed).

(B) Audience Present

Where an audience is present at a Final Dress Rehearsal, the day shall be considered to be a performance day but no additional remuneration shall be paid to the Artist(s) provided that:

- (i)** At least thirty-six (36) hours prior to the Final Dress Rehearsal the Artist is notified by means of a written notice posted on the call board that such an audience will be present;
- (ii)** an announcement is made to the audience that they are attending a rehearsal;
- (iii)** the price of a dress rehearsal ticket is not greater than half (1/2) that for the least expensive full-price house seat for any other performance; and
- (iv)** the dress rehearsal tickets may not be sold to the general public but may be sold to bona fide educational or outreach groups and individuals associated with such groups.

(C) Application of Clause 16:11 and Double Casting

The limitation of three (3) hours of consecutive rehearsal contained in Clause 16:11 shall not apply to Final Dress Rehearsals, as defined in (A) above, whether or not an audience is present. Where there are two (2) dress rehearsals, and some double casting, each double-cast Artist shall be entitled to at least one (1) dress rehearsal.

(D) Final Dress Rehearsal Beyond 11:30 p.m.

If the Final Dress Rehearsal continues beyond 11:30 p.m. the additional services rates as per Clause 13:09 shall apply.

16:10 Rehearsal Hours for Performing Artists

(A) Opera

(i) Standard Hours

Performing Artists engaged for an opera may be required to rehearse up to six (6) hours out of a span of twelve (12) hours per day, in not more than two (2) calls of up to three (3) hours each, to a maximum of thirty (30) hours per engagement week.

(ii) Extended Hours

Performing Artists whose contractual fee exceeds the amount as specified below per week may be required to rehearse up to six (6) hours out of a span of twelve (12) hours per day, in not more than two (2) calls of up to three (3) hours each, up to a maximum of thirty-six (36) hours per engagement week.

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Fee Exceeds	\$3,505.88

(iii) Chorus Music Preparation Hours

Chorus singers who are engaged for chorus music preparation may be required to rehearse up to a maximum of eighteen (18) hours per engagement week and a maximum of three (3) hours per day in a single call.

(B) Operetta

(i) Performing Artists

Performing Artists engaged for an operetta may be required to rehearse up to six (6) hours out of a span of ten (10) hours per day, in not more than two (2) calls of up to three (3) hours each, to a maximum of thirty-six (36) hours per engagement week.

(ii) Dancers

Dancers engaged for an operetta may be required to rehearse up to six (6) hours out of a span of twelve (12) hours per day, in not more than two (2) calls of up to three (3) hours each, up to a maximum of thirty-six (36) hours per engagement week.

(C) Opera and Operetta Rehearsals

Performing Artists concurrently engaged for both opera and operetta or musical theatre will be limited to a maximum of six (6) hours of rehearsal out of a span of twelve (12) hours per day, in not more than two (2) calls of up to three (3) hours each, to a maximum of thirty (30) hours per week, when called for both opera and operetta or musical theatre rehearsals on the same day.

For rehearsals as outlined in (A), (B), or (C) above, Performing Artists may be required to rehearse up to four (4) consecutive hours per day, provided it is the only call in the day.

(D) Musical Theatre

Performing Artists engaged exclusively for a musical theatre work may be required to rehearse (prior to the first public performance) seven (7) hours out of a span of eight-and-a-half (8-1/2) hours per day, with a meal break of at least one-and-a-half (1-1/2) hours after no more than four (4) hours of rehearsal.

During the last ten (10) days prior to the first public performance, one (1) day of eight (8) hours of rehearsal out of a span of twelve (12) hours, with a meal break of at least one-and-a-half (1-1/2) hours after no more than four (4) hours of rehearsal, may be scheduled instead of one of the dress rehearsals under Clause 16:08(B). The intent of this extended rehearsal day is to facilitate the technical requirements of the production in the theatre, and the Artist shall not be required to participate in more than one (1) dress rehearsal (or run-through) of the production during this rehearsal. Clause 16:08(A) shall not apply to musical theatre.

(E) Emergency Scheduling

Once per production and where the Engager can demonstrate that there is no other reasonable alternative available to the Engager, Equity will consider a request from the Engager for alternative scheduling whereby an Artist may be required to rehearse in more than two (2) calls, provided that each rehearsal call is not less than one (1) hour, there is a break of at least one (1) hour between rehearsal calls, and the span of day for the Artist does not exceed ten (10) hours.

However, Equity's prior consent shall not be required in the event of an emergency or other unanticipated event which necessitates an immediate and unforeseen change to the rehearsal schedule, and where there is no other reasonable alternative available to the Engager. In such case, the Engager shall notify the Artists affected by the change immediately and Equity as soon as possible thereafter. The notification shall include reasonable explanation of the circumstances which necessitated the change.

(F) Classification of Work

Equity and the Engager undertake to mutually agree on the classification of work as opera, operetta or musical theatre on an individual production basis.

16:11 Meal Breaks

Except as provided for in Clauses 15:12 and 16:08, there shall be a meal break of at least one (1) hour after a maximum of three (3) hours. Should the Engager require the Artist to invade such a meal break, the Artist shall invoice the Engager for additional services at Rate 2 in Clause 13:09. Under no circumstances shall the Engager shorten any meal break to less than one half (1/2) hour.

Examples:

- (i) 10:00 a.m. - 1:30 p.m. rehearsal
1:30 p.m. - 2:30 p.m. lunch
2:30 p.m. - 5:00 p.m. rehearsal
~ 1/2 hour meal infringement at Additional Services Rate 2 (13:09)
from 1:00 p.m. - 1:30 p.m. - Clause 16:11.
- (ii) 10:00 a.m. - 1:30 p.m. rehearsal
1:30 p.m. - 2:30 p.m. lunch
2:30 p.m. - 5:30 p.m. rehearsal
~ 1/2 hour meal infringement at Additional Services Rate 2 (13:09)
from 1:00 p.m. - 1:30 p.m. - Clause 16:11.
~ 1/2 hour additional rehearsal at Additional Services Rate 2 (13:09)
from 5:00 p.m. - 5:30 p.m. - for exceeding 6 hours - Clause 16:10(A)).
- (iii) 10:00 a.m. - 1:30 p.m. rehearsal
1:30 p.m. - 2:00 p.m. lunch
2:00 p.m. - 4:30 p.m. rehearsal
~ 1/2 hour meal infringement at Additional Services Rate 2 (13:09)
from 1:00 p.m. - 1:30 p.m. - Clause 16:11.
~ 1/2 hour meal infringement at Additional Services Rate 2 (13:09)
from 2:00 p.m. - 2:30 p.m. - Clause 16:11.
- (iv) 10:00 a.m. - 1:30 p.m. rehearsal
1:30 p.m. - 2:00 p.m. lunch
2:00 p.m. - 5:00 p.m. rehearsal
~ 1/2 hour meal infringement at Additional Services Rate 2 (13:09)
from 1:00 p.m. - 1:30 p.m. - Clause 16:11.
~ 1/2 hour meal infringement at Additional Services Rate 2 (13:09)
from 2:00 p.m. - 2:30 p.m. - Clause 16:11.
~ 1/2 hour additional rehearsal at Additional Services Rate 1 (13:09)
from 4:30 p.m. - 5:00 p.m. - for exceeding 6 hours - Clause 16:10(A).

If applicable, the Artist shall invoice for additional services for meal infringements as provided herein in addition to payments for exceeding any other provision of Articles

16:00 and 18:00 (e.g. in examples (ii) and (iv)), the hours of rehearsal exceeding the daily maximum provisions of Clause 16:10(A) shall also be included in the calculation of the weekly hours as stated in Clause 16:10(A).

16:12 Rehearsal on a Performance Day

(A) Day of First Public Performance

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

(B) Following First Public Performance

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 two (2) hours.

(C) Solo Bit Role Artist

An Artist contracted to perform a solo bit role in one (1) production may rehearse up to three (3) hours for another production on a one (1) performance day.

(D) Following an Evening Performance

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

(E) Following a Matinee Performance

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

(F) Two Performance Day

On a day on which two (2) performances, each of more than one (1) hour in length are scheduled, the Artist may not rehearse.

(G) Two Performances of Less Than One Hour

If two (2) performances of less than one (1) hour each are given but are not performed in a three (3) hour span, the Artist may rehearse for a maximum of two (2) hours on that day.

16:13 Understudy (Rehearsals Only)

The total weekly rehearsal time for understudies may not exceed the regular weekly maximum set forth in Clauses 16:10 to 16:12 and all such rehearsal time must be deducted from the regular rehearsal hours allowed during the week in which the rehearsals take place.

16:14 Emergency Rehearsal

An Artist may be called to an Emergency Rehearsal up to the running time of the opera being rehearsed without additional payment provided that such rehearsal does not infringe upon the overnight rest period or the Free Day.

Except for the replacement Artist, the Artist shall invoice the Engager at Rate 1 in Clause 13:09 for emergency rehearsal in excess of the running time of the opera being rehearsed.

Additionally, the Artist shall invoice the Engager for additional services at Rate 2 in Clause 13:09 for any Emergency Rehearsal which invades the overnight rest period.

When an Emergency Rehearsal must be called on a Free Day, then the Artist shall invoice the Engager for additional services at Rate 3 in Clause 13:09. The minimum call paid for Emergency Rehearsal on the Free Day shall be three (3) hours.

16:15 Stage Fighting - Requirement for Fight Warm-Up

An Artist who participates in a stage fight shall run through the routine before each performance for health and safety reasons, unless otherwise deemed unnecessary at the discretion of the Fight Director or Fight Captain due to the nature of the fight. The Engager shall call the Artist for a fight warm-up, 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 fight warm-up.

16:16 Onstage Rehearsals for Understudies and Double-casts

No Artist shall perform unless they have had at least one (1) run-through rehearsal on the stage; however an understudy performing their assignment in the event of an emergency would not constitute a breach of this Clause 16:16.

16:17 Attendance of Invited Guests/Donors/Sponsors at Rehearsals

It is understood that the ability to invite guests (including Donors, Sponsors and/or other interested parties) to observe Artists in rehearsal has a direct impact on the Engager's fundraising opportunities. However, the Engager recognizes the importance of the rehearsal process and will endeavour to limit the attendance of invited guests, and the number of occasions, to a reasonable amount. There will be no invited guests in attendance for the first music rehearsal.

(A) Notification

The Engager shall notify the Artists of the rehearsals which the guests will be attending, and the number of guests to be in attendance at each rehearsal, no less than twelve (12) hours in advance. The notice shall include as many details as possible about the invited guests and the nature of their interest. A copy of such notice is to be filed with Equity.

The above notwithstanding, in the case of an unexpected or impromptu visit from a special guest, the Engager may invite the special guest to briefly observe a rehearsal with no notice to the Artists on the following conditions:

- (i) There are no more than two (2) special guests observing the rehearsal; and
- (ii) The special guests will observe the rehearsal for no more than five (5) minutes; and
- (iii) The material being rehearsed is not of an intimate nature; and
- (iv) The provisions of (B) and (C) below apply; and
- (v) Should the Stage Manager receive notification from any Artist by the start of the first call of the day that they would object to such a visit, the Stage Manager will advise the Engager that no such visits are to take place on that day.

(B) Engager Designated Representative

The Engager shall designate a representative to accompany any invited guests at all times.

(C) Protocol

The Engager shall ensure at all times that the presence of invited guests does not disrupt the rehearsal process, and that invited guests are informed they are watching a rehearsal only.

17:00 COSTUME FITTINGS

The Artist may be called to costume fittings up to the equivalent of a maximum of two (2) hours, including travel time, for each production per season per Artist without additional payment. The full duration of the costume fitting call as provided by the Engager to the Artist shall be deducted from the maximum two (2) hours, whether or not the full time is used, or the actual length of the fitting, whichever is longer.

Should the time of the fitting be extended, the Artist shall be released no later than fifteen (15) minutes beyond the end of the originally scheduled time.

The Engager shall not require the Artist to perform this duty on the Artist's Free Day or during meal breaks. Travel to and from costume fittings must not infringe on the Artist's Free Day, meal breaks or overnight rest period. The Artist must consider a costume fitting as an official call and must present the Artist's self as required unless said fitting invades the Artist's meal break or overnight rest period.

The Engager agrees that any additional hours or fractions thereof spent by the Artist for costume fittings above those provided for above shall be considered rehearsal time or the Artist shall invoice the Engager for additional services at the rate stipulated in Clause 13:09 per hour or portion thereof.

18:00 PERFORMANCES

18:01 Performances

(A) Number

The Artist may be required to take part in not more than seven (7) performances for opera or operetta and eight (8) performances for musical theatre in each performance week. For performances exceeding seven (7) performances for opera and operetta and eight (8) performances for musical theatre, the Artists will receive an additional payment of two-sevenths (2/7) of the weekly contractual fee per performance. These performances may be comprised of presentations as defined in Clause 14:13.

(B) Per Performance Fee

The per performance fee to the Artist contracted on a weekly fee shall be calculated by dividing the number of contracted performances into said weekly contractual fee.

(C) Weekly Fee

The weekly fee for the Artist contracted on a per performance basis shall be calculated by dividing the total fee for the engagement by the number of engagement weeks.

18:02 Musical Theatre

In the case of musical theatre, the Artist may be required to take part in up to eight (8) performances in each engagement week. However, this requirement must be stipulated on a rider to the Artist's Opera Agreement Engagement Contract, or otherwise the Artist may not be required to sing an eighth performance. If the Artist agrees to do so, said Artist shall be paid the requisite additional performance rate.

18:03 Artist in a Lead or Featured Role

Except for presentations of one (1) hour or less, the Artist contracted for a lead or featured role or roles may not take part in two (2) performances on the same day.

18:04 Maximum Number of Performances in a Day

No Artist may perform more than two (2) performances in one (1) day.

18:05 Provisions for a Two Performance Day

- (i) On a two (2) performance day if the interval between performances from final curtain to the half-hour call is less than three (3) hours, the Engager shall arrange for a hot meal in the theatre at the request of the Artist and at the Artist's expense.
- (ii) On a two (2) performance day, if the interval between performance from final curtain to the half-hour call is less than two (2) hours, the Engager shall arrange and pay for a hot meal in the theatre for the Artist
- (iii) In no case shall there be less than one-and-a-half (1-1/2) hours from the final curtain to the half-hour call between the two (2) performances
- (iv) The provisions of Clauses 18:05(i), (ii) and (iii) shall also apply to the break between rehearsal and a following performance
- (v) Nevertheless the provisions of Clauses 18:05(i), (ii) and (iii) shall not apply to presentations of one (1) hour or less

18:06 Maximum Number of Performances in a Three Day Period

No more than five (5) performances shall be given in any three (3) day period unless the Artist is paid two-sevenths (2/7) of the Artist's weekly contractual fee for any performances in excess of five (5) in said three (3) days. If two (2) or more performances are given on the next succeeding day (or days) the Artist shall be paid two-sevenths (2/7) of the Artist's weekly contractual fee for each performance in excess of seven (7) in the week in which this occurs.

18:07 Performance on the Free Day

There shall be no performance on the free day without the written consent of Equity in advance.

18:08 Notification of Changes

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

18:09 Half-Hour Call

The call to the theatre for all performances shall be thirty (30) minutes before curtain time. The Artist shall be in the theatre by the half-hour call unless the Artist has been excused in writing by the authorized representative of the Engager.

Where special character or other un-conventional make-up is required to be applied by the Artist, the Artist may be called sixty (60) minutes prior to curtain time.

In instances when the Engager is providing Hair, Wig and/or Makeup personnel to provide hair and makeup services to the Artist, the Artist may be called up to two (2) hours prior to the start of the performance, including Final Dress Rehearsals with an audience present (See Clauses 16:09 and 16:07(B)(iv)) for the express purpose of these services. Every effort will be made to schedule the Artist's call in consultation with the Artist, and in consideration of their preparation needs and time constraints.

Any additional time required by the Engager prior to a performance beyond the applicable timeframes listed above shall be part of the regular rehearsal time or the Artist shall invoice the Engager for additional services at Rate 1 in Clause 13:09.

19:00 COSTUMES, SHOES, MAKE-UP, AND HAIR**19:01 Supplied by the Engager**

The Engager agrees to supply all the Artists with all costumes (including performance tights and hose for men and women), wigs, character shoes, and shoes for dancers for all performances and rehearsals, as required by the Engager. All costume elements as specified herein shall be made available to the Artist prior to the Dress Rehearsal as specified in Clause 15:12(A).

19:02 Rental**(A) Rental or Loan**

No Artist shall be required to rent or lend any wardrobe, shoes or hairpiece to an Engager for use in any production, concert or workshop unless the terms of the rental or loan are stated in the Artist's Opera Agreement Engagement Contract. Said rental must be paid by the Engager to the Artist weekly with the Artist's fee.

(B) Consent of Engager

If an Artist wishes to wear said Artist's own clothes and/or shoes instead of those supplied by the Engager, the Artist may do so only with the consent of the Engager.

(C) Rider

In the case of (A) and (B) above, there must be a rider to the Artist's Opera Agreement Engagement Contract executed which clearly stipulates the replacement value of the Artist's wardrobe item in the event of loss or damage, and the agreement of the Engager to reimburse the Artist for that amount, should loss or damage occur, pursuant to the provisions of Clause 24:01.

19:03 Make-Up

The Artist is required to provide only ordinary and conventional stage make-up. All other make-up shall be provided by the Engager.

A conventional make-up kit consists of the following: cream foundation/base, mascara (waterproof), eye pencil, eyebrow pencil, neutral lip and cheek colour, translucent face powder/setting powder, and application tools as needed. All make-up should be appropriate to the Artist's features.

19:04 Body Make-Up

Where suitable bathing facilities are available at the place of performance, the Artist may be required to use body make-up. Where suitable bathing facilities are not available at the place of performance, the Artist may not be required to wear body make-up unless the Artist is provided with protective clothing or unless the Artist is reimbursed for any resultant cleaning bill upon presentation of receipts.

If the Artist is required to use body make-up, the Engager shall furnish a regular linen towel service for removal of such make-up. On tour the Engager agrees that it will carry the Artist's make-up and luggage from point to point except in case of emergencies as defined by Equity.

19:05 Cleaning and Upkeep

The Engager agrees to reimburse the Artist for the cleaning of the Artist's personal wardrobe or hairpiece used in the production, upon presentation of a cleaning bill. Following the last performance of an Artist's engagement, a cleaning bill must be presented for which the Engager shall then reimburse the Artist. For the purpose of Clause 19:05, a garment shall be defined as any single article of apparel, including hairpieces.

19:06 Cleaning Schedule

All wigs, hairpieces and costumes to be worn by the Artist are to be cleaned at least once every two (2) weeks, or more often if necessary, and in any case within one (1) week before the production goes on tour, at the Engager's expense.

19:07 Undergarments

Stockings, undershirts, and other "skin parts" of costumes and/or clothes shall be laundered by the Engager prior to each wearing.

This provision shall apply unless the Artist finds such laundering unnecessary. The Engager shall not require the Artist to wear any costume, clothing, hat or footwear that is not in a thoroughly clean, sanitary and dry condition.

19:08 Understudies

Understudies must be furnished with clean costumes and properly fitted shoes when called upon to perform.

19:09 Kneepads

The Engager shall furnish kneepads when necessary for rehearsal and/or performances.

19:10 Hair Style or Colour

No Artist may be required to change the colour and/or style of the Artist's hair (including facial hair) or shave the Artist's head unless a rider outlining these requirements is negotiated, signed and appended to the Opera Agreement Engagement Contract.

The Engager shall pay for the expense of changing the colour and/or style and of its up-keep during the run of the engagement and of the restoration to the original colour and/or style at the close of the engagement.

Should it prove impossible, for any reason, for the hair to be restored to its original colour, and/or style, or should the Artist suffer any permanent loss or damage to the Artist's hair as a result of a required change in colour and/or style in the first place and/or its subsequent restoration (provided that restoration of the style is not simply a matter of the hair growing back to its original length), then the Engager shall continue to pay the Artist's weekly contractual fee until the hair and/or its former colour are restored, but for a period not to exceed eight (8) weeks beyond the termination of the Artist's Opera Agreement Engagement Contract.

When the Artist is required to shave their head, the Engager shall provide a wig satisfactory to the Artist for their personal use.

20:00 SAFE AND SANITARY PLACES OF ENGAGEMENT

The Engager agrees to provide the Artist with safe, sanitary, and clean places of engagement. The Engager further agrees that it is subject to the health and safety standards established by the province in which it is located. In the absence of provincial guidelines by which the provisions of this Article 20:00 are to be interpreted, the Safety Guidelines for the Live Performance Industry in Ontario shall be deemed as the basis of acceptable health and safety standards. Copies are available from Equity. In addition, in some provinces, Workers' Compensation provisions will dictate the health and safety requirements for Artists. It is the Engager's responsibility to abide by all applicable Workers' Compensation legislation in effect in their province and to pay all premiums as required.

20:01 Separate Dressing Rooms

The Engager will provide dressing rooms appropriate to the needs of the Artist(s) engaged, and these rooms will be clean and properly heated. Toilets and lavatories will be clean and sanitary, and will be separate facilities from those provided for the audience. Mirrors shall be provided in all washrooms and/or dressing rooms. Hot and cold running water shall be available in or reasonably convenient to the dressing rooms. Dressing rooms (except quick-change booths) will not be constructed of temporary materials (ie. canvas, tenting, tarpaulin, etc.)

Runways between dressing rooms and the theatre shall be covered and paved or boarded.

Alleys and roads leading to stage doors of the theatre shall be safe, clean and accessible and properly lit.

20:02 Open-Air and Tent Theatres

In all open-air and tent theatres, the Engager shall make available covered rehearsal space meeting the requirements of this Article 20:00 prior to moving into the performance venue.

20:03 Air Conditioning, Ventilation, and Air Quality

The Engager agrees to maintain the dressing rooms at a reasonable and constant temperature. If the auditorium is air-conditioned, all dressing rooms shall be air-conditioned. If the auditorium is not air-conditioned, the Engager shall provide mechanical devices in dressing rooms to ensure proper ventilation and the circulation of fresh cool air.

The Engager shall make every effort to ensure that the following conditions apply:

(A) Minimum/Maximum Temperature Achieved

The theatre, rehearsal hall, stage and wings of the stage, dressing rooms, in fact any space where the Artists are required to rehearse or perform shall have reached the minimum temperature, and/or shall be cooled so as to not exceed the maximum temperature as specified below, before the Artists arrive at the theatre to rehearse or perform. It is recognized that the amount of time needed between the turning on of the heating/cooling system and the air reaching the required minimum and/or reducing to below the maximum temperature will vary from venue to venue. However, the minimum temperature, and/or temperature below the maximum, in dressing rooms must be achieved at least two (2) hours before curtain time.

(B) Minimum Temperature

An Artist shall not be required to rehearse or perform should the temperature in the facilities as noted above be below 18° Celsius (65° F) or exceed 30° Celsius (86° F). This Clause 20:03 applies to both indoor and outdoor situations. The governing temperature shall be that taken one-half (1/2) hour prior to commencement of performance.

(C) Air Quality

Artists shall not be required to rehearse or perform outdoors where the Air Quality Health Index (AQHI), as determined by Environment and Climate Change Canada or local authorities, is 7 or above (High Risk), or indoors where the air quality has been deemed unsafe due to factors outside the Engager's control and to the extent where an Artist's performance or ability to provide service would be affected. If this results in a cancellation Artists shall be subject to the terms of Clause 33:00.

20:04 Arena Theatres

In all arena theatres, there shall be no riser, which is not part of the set, placed between the runway and the stage. A ramp or other levelling device must be provided.

20:05 Blackouts

In all theatres, the Stage Manager shall ensure that any areas which may be affected by blackouts shall be adequately illuminated with guidelights and/or delineated with phosphorescent tape.

20:06 Aisles

Aisles shall be maintained in a firm and even condition, and if not constructed of a hard surface such as concrete, asphalt or macadam, must be covered with boards and the covering must be secure.

20:07 Surfaces

Artists shall not be required to dance on concrete or marble floors.

Neither shall Artists be required to rehearse or perform on any surfaces deemed to be injurious or unsafe.

When rehearsing or performing it is the Artist's responsibility to conduct the Artist's self in a professional and safe manner. This responsibility will include wearing appropriate rehearsal shoes and clothes.

20:08 Cot

The Engager shall provide a cot for any Artist who may become ill during a rehearsal or performance.

20:09 First Aid Kits

First aid kits, stocked with adequate supplies, shall be available and easily accessible at all times to dressing rooms and rehearsal and performance areas.

20:10 Artist's Responsibility

When rehearsing or performing it is the Artist's responsibility to conduct themselves in a professional and safe manner. This responsibility will include wearing appropriate rehearsal shoes and clothes.

20:11 Drinking Water

Ample, pure, cool, drinking water shall be provided wherever the Artist is required to rehearse or perform.

On tour the Engager agrees to ensure that these standards apply to the best of the Engager's ability.

20:12 Intercom System

An intercom system between the stage area and dressing rooms shall be installed in all resident theatres in which Equity deems the performance from the stage is not clearly audible in the dressing rooms.

20:13 Equity's Right to Inspect

The Engager agrees that Equity's representatives shall have the right to inspect the Engager's facilities to determine whether the safe and sanitary requirements set forth in this Article 20:00 have been complied with. The representative shall report any deficiencies to Equity in writing and shall also furnish the Engager with a copy of the representative's report. Upon receipt of the report, Equity will notify the Engager, in writing, to correct the deficiencies. Unless the Engager then either corrects the deficiencies or gives Equity assurance satisfactory to it, that such deficiencies will be promptly corrected, the Executive Director of Equity may certify the facilities as unauthorized for rehearsals, for performances, or both, as the Executive Director of Equity may determine. Upon such certification and until correction of the deficiencies or the giving of assurance satisfactory to Equity that the deficiencies will be corrected within a reasonable time, Equity may require Artists to refrain from rehearsing and/or performing in the Engager's facilities.

20:14 Hazardous Materials

To the best of its knowledge, the Engager will ensure that chemical agents used to create special effects for a production will not be harmful to the Artist.

Should an Artist develop a problem as a result of exposure to a chemical agent, the Artist shall report this matter to the Engager and shall consult a physician as soon as possible. Upon the advice of the physician an Artist may cease rehearsing and/or performing until the use of the chemical agent is discontinued.

In the event that an Artist is unable to continue rehearsals or performances, the Artist's Opera Agreement Engagement Contract may be terminated in accordance with Clause 34:03 Termination Due to Extraordinary Risk.

The Engager and the Artist will ensure that a claim for disability benefits is completed and filed during the term of the Artist's Opera Agreement Engagement Contract.

20:15 Fire Exits and Procedures

The Stage Manager shall ensure that all Artists are aware of the location of the fire exits and fire extinguishers in each location in which the Artists are working and will ensure the Artists are aware of the Engager's established emergency procedures.

The Engager shall provide Stage Management personnel with a fire procedure list for all these locations and a copy of the fire procedures will be prominently posted in each of the locations on the first day of rehearsal.

20:16 Perceived Risk

With respect to this Article 20:00, whenever the Artist perceives a risk to the Artist's health and/or safety, the Artist shall immediately report said risk to the Stage Manager and the Equity Liaison. The Artist shall not be required to proceed with any work involving said risk until such time as the situation is resolved, or until the Stage Manager, Equity Liaison and Engager jointly have deemed that no such risk exists.

20:17 Threats to Safety

In a situation where there is a threat to the safety of the Artist or place where the Artist is required to be, by reason of fire, acts of God, acts of the public enemy, and similar causes, the Artist may immediately cease all work and remove the Artist's self to a place of safety. The Artist may not return until said Artist has been assured to the Artist's satisfaction that the appropriate public authority (e.g. police, fire department, health authorities) has dealt with the situation and has authorized the continuation of work.

21:00 LODGING IN THE POINT OF ORIGIN**21:01 Engager's Responsibility**

The Engager shall be responsible for assisting the out-of-town Artist in finding lodging in the Engager's point of origin.

21:02 List of Lodging Available

The Engager will furnish a list of usually available lodging, at the time of offering the Artist the engagement.

The list shall include no fewer than three (3) choices in a range of prices, and shall be up-to-date, and the Engager will, to the best of the Engager's ability, ensure that all options listed are clean and sanitary and within a reasonable distance of the theatre. In all cases, a full description shall be given with price and location of the lodging in relation to the theatre and rehearsal space.

21:03 Artist's Responsibility

The Artist shall confirm rates listed and make their own arrangements to occupy any lodging, listed or unlisted.

21:04 Unsatisfactory Lodging

Should the lodging prove unsatisfactory to the Artist, the Engager will assist the Artist in finding alternative suitable lodging.

21:05 Provided Lodging

The Artist may negotiate for the provision of lodging in the Engager's point of origin at no cost to the Artist.

22:00 TRANSPORTATION AND LUGGAGE

22:01 Transportation of Artist by Engager

The Engager shall, at its own expense, transport the Artist whose residence is outside the Point of Origin, and also the Artist's luggage up to a limit of forty-six (46) kg, in two (2) pieces of luggage of no more than twenty-three (23) kg each, from the Artist's residence to the Point of Origin (i.e. the theatre or hotel) and return, except that where the Artist has a consecutive contract of engagement the Engager shall provide and pay for the Artist's transportation either:

- (i) from the first Point of Origin to the second; or
- (ii) from the Artist's place of residence to the second, whichever is less.

Where the transportation cost from the first Point of Origin to the second is less than the transportation cost from the Artist's place of residence to the second point of origin, the first Engager shall be relieved of any obligation for return transportation to the Artist. However, in any other case, the Engager signing the first contract of engagement shall be obliged to provide and pay for the Artist's transportation back to the Artist's place of residence.

It is understood and agreed that the Engager signing the consecutive contract of engagement is obliged, in addition to the above, to provide and pay for the Artist's transportation back to the Artist's place of residence after the Artist has fulfilled the Artist's period of engagement. It is the Artist's responsibility to inform the Engager of any consecutive contract of engagement and to return the balance due on any advance or return transportation.

Transportation shall be by air (the least expensive commercially available) unless otherwise negotiated between the Artist and the Engager prior to the signing of the contract and stipulated in a rider thereto. If the manner of transportation is not stipulated in the engagement contract the air economy fare shall apply. Flights shall be booked in consultation with the Artist and be agreeable to the Artist and shall not regularly be scheduled to depart prior to 8am or after 8pm. Consideration for flight times outside of those hours may be made for international travel.

The Engager will reimburse the Artist for purchase of air travel insurance up to a maximum as specified below upon presentation of premium receipts therefore.

2025-2028	
Maximum	\$80,000.00

Where public transportation is unavailable, the Engager shall transport the Artist by whatever means of transportation is available.

22:02 Use of Artist's Vehicle

With written permission of the Engager, the Artist may use the Artist's own car to travel to the Engager's Point of Origin and return. The Engager agrees to pay the Artist a sum equivalent to the least expensive commercially available round trip airfare or other public transportation fare where no air service is available.

22:03 Ground Travel to and from Airport

The Engager is responsible for the Artist's transportation to and from the terminal at the Artist's place of residence and, between the terminal and theatre and/or the Artist's lodging in the Point of Origin, including the cost of taxi fare between the terminal and the Artist's residence, and the terminal and the Artist's lodging and/or theatre in the Point of Origin, if a taxi is used. Reimbursements will be issued by the Engager upon presentation of receipts.

The Artist shall use the most economical transportation available at the time when travelling from the Artist's place of residence to the terminal. In the Engager's point of origin, the Artist shall be transported according to the directions of the Engager. Where no directions are given, the Artist shall be transported by whatever means are available.

22:04 Ground Travel to and from Place of Residence

Likewise the Engager is responsible for the transportation of the Artist and the Artist's luggage to and from the Artist's place of residence to the tour departure point or terminal at the beginning and end of a tour.

Reimbursement shall be made by the Engager upon presentation of receipts.

22:05 Travel to the Point of Origin and Place of Residence

If, in order to be present at the first rehearsal call, it is necessary for an Artist to travel to the Point of Origin or tour on the previous day or overnight, the Artist shall be paid the applicable meal allowance.

Similarly, when returning to the Artist's place of residence at the end of the Artist's engagement, if it is necessary for the Artist to travel after 12:00 midnight on the day the Artist's Opera Agreement Engagement Contract has terminated, the Artist shall be paid the applicable meal allowance. These requirements apply only to those Artists who are paid the applicable minimum Equity rate.

22:06 Transportation Tickets in Advance of Travel

The Engager, in advance of the Artist's travel, shall furnish the Artist with the necessary transportation tickets or cash equivalent, provided that the Artist requests same at least ten (10) days prior to departure.

23:00 CLAIMS

23:01 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 Engager, by agreeing to this Clause 23:01, agrees that the Engager 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 Artists under Opera Agreement Engagement Contracts be handled or enforced by agents or attorneys of Artists unless same are consented to by Equity in writing.

23:02 Time Limit in Filing Claim

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

24:00 PROPERTY

24:01 Reimbursement

The Engager shall reimburse the Artist up to the amount specified below for loss and/or damage to:

- (i) the Artist's property used, or to be used in connection with a production or productions covered by the Artist's Opera Agreement Engagement Contract;
- (ii) the Artist's personal effects and clothing (except cash and/or jewellery) when placed in the Artist's dressing room which has been provided by the Engager in the place where the Artist is required to rehearse or perform;
- (iii) the personal effects and clothing of the Artist including the Artist's luggage, while on tour when not under the direct supervision of the Artist; and
- (iv) the valuables given to the Engager or the Engager's agent for safe-keeping.

2025-2028	
Maximum	\$2,366.83

24:02 Facilities for Safe-Keeping

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

The Engager shall inform all Artists of same and inform them by a written notice posted on the call board of the Artists' obligation under the provisions of this Clause 24:02 to avail themselves of such facilities.

25:00 SECURITY DEPOSIT (BOND) AND SECURITY AGREEMENT

25:01 Posting and Maintenance of Satisfactory Security

It is a requirement of this Agreement and all Opera Agreement Engagement Contracts and a condition precedent to the engagement of the Artist that the Engager shall file and maintain with Equity satisfactory security. The required security shall be not less than two (2) weeks' contractual fees, for the total number of Artists to be engaged during the season. Security may be posted by way of letter of credit, cash, or through an Equity approved bond insurance program.

Where Equity can demonstrate that an Engager is substantially or repeatedly in arrears with payment to or on behalf of the Artists including insurance and RRSP remittances as stipulated in this Agreement, Equity shall have the right to increase the amount of security required.

Adequate security must be posted with Equity prior to the engagement of Artists. The Engager shall provide a detailed bond calculation at the time of posting security.

Equity may agree to extend peak bonding considerations to Engagers who request it. Peak bonding is the consecutive two (2) week period of an Engager's season with the highest cumulative amount of contractual fees. Requests to access peak bonding must be filed with Equity by August 31 of each year and must include the Engager's detailed summary of the productions in the season, the number of Artists to be engaged in each discipline, the dates of engagement, and the anticipated contractual fees for the Artists to support this calculation. Equity will review the Engager's request and advise the Engager of their eligibility under peak bonding for any given Season and will confirm the amount required for peak bonding. Should the amount of security required by this calculation increase during the season based on the actual amount of the negotiated contractual fees, the Engager shall augment the security deposited with Equity at Equity's request.

25:02 Posting of Security

The Engager shall be ineligible to engage Equity Artists unless and until the Engager shall have furnished security as required in Clause 25:01 to ensure the payment of claims arising from unpaid benefits and fees (including but not limited to fees, additional services, meal allowance, and transportation) as well as any claim arising from the provisions of Article 48:00 Arbitration.

26:00 ENGAGEMENT CONTRACTS

26:01 Continuous Engagement

Continuous engagement of the Artist is of the essence of all Opera Agreement Engagement Contracts.

Engagement thereunder shall begin on the date of the beginning of rehearsals or required date of arrival, if earlier, and shall continue as herein provided, and not otherwise. All calculations of sums due or benefits accruing to the Artist shall be computed on the basis of the duration of the Opera Agreement Engagement Contract.

26:02 Guaranteed Period

The minimum guaranteed period of engagement shall be two (2) weeks.

26:03 Emergency Replacement

An Artist not under Opera Agreement Engagement Contract to the Engager, replacing an Artist who cannot perform because of illness, injury or some other emergency (See Clause 15:02 Emergency Rehearsal) shall be signed to an Opera Agreement Engagement Contract and paid at least one (1) week's minimum fee per performance. For any rehearsals required, the Artist shall invoice the Engager for additional services at double Rate 1 in Clause 13:09. Alternatively the Artist may be signed to an Opera Agreement Engagement Contract, pursuant to Clause 26:02 - choice to be made by the Engager.

26:04 Most Favoured Nations Prohibited

So-called "most favoured nations" riders, which state that no Performer in the production shall be paid an equal or higher fee than the Performer named on the face of the Opera Agreement Engagement Contract, or so-called "favoured nations" riders, which state that no Performer in the production shall be paid a higher fee than the Performer named on the face of the Opera Agreement Engagement Contract, are deemed unacceptable and are not permitted.

27:00 OPERA AGREEMENT ENGAGEMENT CONTRACT

27:01 Requirement to File

No Artist may begin an engagement unless an Opera Agreement Engagement Contract has been completed, signed by both parties (the Engager must sign first), returned to the Engager by the Artist and a copy is filed with Equity by the Engager.

27:02 Determination of Classification

Equity and the Engager agree that the Categorization of Roles, herein, shall be used as a basis to determine the classification of the performing Artist. The Engager has the right to determine the classification for any roles not specified for in operas detailed in the Categorization of Roles.

Classification for any operas and roles therein not included in the Categorization of Roles shall be mutually agreed between the Engager and Equity. For new works and operas not included in the Categorization of Roles, the Engager shall supply Equity with a detailed synopsis of the work, not later than three (3) months prior to the first date of engagement. This submission shall include the following:

- (i) language
- (ii) plot
- (iii) composer/librettist
- (iv) list of roles, with classification of Lead, Featured, Supporting, Bit and Chorus Bit identification of measures of music for any Bit or Chorus Bit roles
- (v) any other relevant history or information.

27:03 Change in Classification

Likewise, the classification of the Artist may not be changed within a given engagement, without negotiation of a new Opera Agreement Engagement Contract between the Artist and the Engager.

27:04 Effective Date

Opera Agreement Engagement Contracts between the Engager and Artist must be signed before the Artist begins rehearsal and shall be signed on the date when the terms of the Opera Agreement Engagement Contract are agreed upon between the parties. If not signed on said date, when issued, they must be signed as of said date.

27:05 Changes and Alterations

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

27:06 Signing Of

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

27:07 Triplicate Contracts

Contracts must be completed in triplicate:

- (i) One copy retained by Engager
- (ii) One copy filed with Equity by Engager
- (iii) One copy retained by Artist

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

27:08 Effect of Contracts

All Opera Agreement Engagement Contracts signed pursuant to Article 27:00 are binding upon the Engager and the Artist.

27:09 Inclusion of Premium/Penalty Payments Prohibited

Any riders which state that the weekly fee or the fee to be paid the Artist is inclusive of additional services, GST/HST, premium payments, that may be due to the Artist under this Agreement, are not permitted.

28:00 EXCLUSIVE SERVICE OF THE ARTIST

28:01 Exclusive Service

Except as otherwise provided in the Opera Agreement Engagement Contract, the Artist shall not accept any other engagement from the date of beginning of rehearsal and until said Opera Agreement Engagement Contract is lawfully terminated, without the prior written consent of the Engager. Such consent shall not be unreasonably withheld.

If the Engager grants a release, the Engager may deduct one-seventh (1/7) of the weekly contractual fee for each day the Artist is released except for a release granted for a time when the Artist is not called in which case no deduction may be made.

28:02 Assignment of Artist's Contract

The Engager agrees that the Opera Agreement Engagement Contract of engagement between the Engager and any Artist may not be assigned or transferred to any individual or corporation unless the written consent of Equity and the Artist concerned shall have been endorsed on the face of the Opera Agreement Engagement Contract, or the transfer of said Opera Agreement Engagement Contracts without such written consent shall be deemed null and void.

29:00 BILLING, PHOTOS AND PROGRAMS

29:01 Lobby/House Boards/Digital Screens

When possible, within the limitations of the existing facilities and available space, the names of all Soloists in the company shall be displayed in the front of house of the Theatre in which they perform.

The Artist shall provide an eight by ten (8" x 10") inches professional quality photograph or a high-resolution digital image of at least 300 dpi, as per the needs of the Engager and it shall be displayed by the Engager in one (1) of the following ways:

- (i) prominently displayed and properly identified in the lobby; and/or
- (ii) reduced to an appropriate size and reproduced, properly identified, in the house program; and/or
- (iii) clearly displayed on a digital screen.

The names of all Artists must appear adjacent to all photographs and pictures displayed in the lobby, on the house boards, or digital screens.

29:02 Artist Leaving a Cast

(A) Front of House

When an Artist leaves a cast, the Artist's name and/or likeness (in photographs portraying three (3) Artists or less) must be removed from all front-of-the-house displays under the Engager's control. The removal shall be made prior to the first performance of the Artist's successor.

When the Engager does not comply with the Clause, the two (2) Artists shall be remunerated at one-eighth (1/8) of their respective weekly fees for each day that the Engager has not complied with the Clause.

(B) Other Advertising and Display Media

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

29:03 Billing in Use of Production Photos

(A) Not Relative to a Specific Production

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

(B) Relative to a Specific Production

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

29:04 Specific Provisions

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 Opera Agreement Engagement Contract.

29:05 Breaches of Billing

Whenever a breach is claimed of a billing clause contained in an Artist's Opera Agreement Engagement Contract, Equity shall notify the Engager 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 Engager shall pay to the Artist a sum equal to one-eighth (1/8) of the Artist's fee 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. Exempted from this provision shall be posters on unpaid locations. If the breach involves billing in a magazine or similar publication, should the Engager not correct an error in billing when notified seven (7) or more days prior to the press deadline, the Engager shall pay to the Artist a sum equal to one-eighth (1/8) of the Artist's weekly fee. If the breach involves billing in a newspaper and should the Engager not correct an error in billing when notified forty-eight (48) hours or more prior to the press deadline, the Engager shall pay to the Artist a sum equal to one-eighth (1/8) of the Artist's weekly fee.

29:06 Programs

(A) Program Credits and Photographs

A professional quality photograph/image of each Artist performing a role listed on the face of the score shall be provided by the Artist, and the image shall be reduced to an appropriate size and accurately reproduced, and properly identified in the house program. The size of each image shall be subject to the limitations of space in the house program, and therefore the size and placement of the Artist's image shall be at the sole discretion of the Engager. This provision shall also apply to Artists contracted as Production Stage Managers, Stage Managers, Assistant Stage Managers, Stage Directors and Choreographers. It shall also apply to Fight Directors and Intimacy Directors engaged on a per production basis.

(B) Program Notice

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

29:07 Billing for Specific Production

The Fight Director, Intimacy Director, Stage Manager, Assistant Stage Managers, Assistant Director and Assistant Choreographer shall receive billing for their specific production on either the title page or the cast list page of the house program, placement to be at the Engager's discretion. The Engager agrees to remit a copy of the program or playbill to Equity as soon as available.

29:08 Errors or Omissions

In the event that there are errors or omissions in the printed cast listing in the playbill and/or program, the Engager agrees that upon receipt of notice of an omission or error in such cast listing, the Engager will, within twenty-four (24) hours (including a least one (1) business day), place in the playbill and/or program a printed slip correcting the omission or error and 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 press deadline. In place of a printed slip the omission or error may be corrected by an announcement being made to the audience before the performance. For each failure either to place a correction slip in the playbill and/or program, or to make an announcement correcting the error, as stipulated above, or to correct the playbill or program cast listing at the next printing after proper notice, the Engager shall pay to the Artist involved, a sum equal to one-eighth (1/8) of the Artist's contractual fee for each week or part thereof during which the omission or error continues.

29:09 Artist No Longer Under Contract

When an Artist is no longer under contract to the Engager, the Engager shall be saved harmless in the use of souvenir programs containing photographs and/or autobiographical material of the Artist. In photographs containing three (3) or fewer Artists, the Artist shall be properly identified.

29:10 Biographical Materials in Programs

(A) Artist's Right of Approval

The Artist is required to submit biographical material for the program or souvenir program upon signing of the Opera Agreement Engagement Contract, at the Engager'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 Engager of the disapproval of the material within twenty-four (24) hours of its submission, the material will be considered approved.

(B) Biographies

The Engager shall ensure that biographies of all Artists engaged as Production Stage Managers, Stage Managers, Assistant Stage Managers, Stage Directors, Choreographers, Fight Directors, and Intimacy Directors shall appear in the house program and on the Engager's website.

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

30:00 PHOTOGRAPH CALLS AND PUBLICITY

30:01 Photo/Media Calls

In addition to the regular rehearsal time, two (2) photograph/media calls of a maximum of two (2) hours, including the half-hour (1/2 hour) call, shall be allowed for taking of customary and usual photographs, and the recording of a maximum of five (5) minutes of a selected scene, for the sole purpose of publicizing and advertising the production.

There shall be no photograph/media call on a two (2) performance day or on a day when two (2) dress rehearsals are called, or prior to the first rehearsal or performance call on the day after a day off.

30:02 Notice of Photo/Media Calls

When a photo/media call is to take place, the Artist shall be notified at the time they are notified of their call for the following day and no later than one (1) hour after the end of the last rehearsal block of the rehearsal day the day before the photo/media call, or when the company is also performing, before the half-hour call the day before the photo/media call. The Engager shall consult with the Stage Manager prior to the setting of a shot list for photo/media calls in order that both parties are aware of the technical requirements of the photo/media call. In all cases the Artist's name shall be properly credited in the publicity within the provisions of Article 29:00 of this Agreement.

30:03 Artist's Availability

The Artist cannot be required to be at the disposal of the Engager, except within the specified rehearsal and performance hours, and the photograph call hours as set forth above.

This Clause 30:03 does not prohibit interviews on radio or television, nor is the Artist prohibited from making reasonable personal publicity appearances.

30:04 Nude Photographs

No Artist may be required to pose for nude photographs without the Artist's written consent. No nude photographs of an Artist may be used in any way without the written consent of the Artist on a copy of the photographs to be displayed, published, or released. A copy of the signed, released photograph shall be filed with Equity and the Engager and the Artist shall keep duplicate copies.

30:05 Payment for use of a Photograph

(A) Commercial Product

The Engager must obtain the Artist's prior written authorization before the Artist's photo may be used in conjunction with the sale and/or promotion of a commercial product, copies of which must be filed with Equity, and said authorization must specify the commercial product involved. If the Artist consents to the use of their photo, as aforesaid, they shall be paid not less than the amount specified below for said use, and the Artist shall be properly identified therein.

2025-2028	
Commercial Product	\$173.08

The Artist called to a photo call for the purpose described above, whether said call is at the theatre or elsewhere, shall in addition receive the amount as specified below per hour or part thereof for said call.

2025-2028	
Photo Call	\$173.08

(B) Books

With the prior written consent of Equity, the Engager may use or authorize the use of production photographs in books, provided that the Artist is properly identified therein, and the Engager may be exempt from the payment stipulated above with the prior written authorization of the Artist, copies of which must be filed with Equity. The Engager shall demonstrate that reasonable effort has been made to contact each Artist when seeking said authorization. Should this procedure not be followed, the Engager shall pay the Artist as specified below for the use of the photographs.

2025-2028	
Use of Photographs When Procedure Is Not Followed	\$275.14

(C) Choristers

It is agreed that Clauses 30:05(A) and (B) do not apply to choristers unless there are fewer than five (5) choristers in the photograph.

(D) Commercial Product for the Benefit of the Engager

If the sales of the commercial product are solely for the benefit of the Engager, this Clause 30:05 shall not apply. However, the Engager must obtain the prior written permission of the Artist. Such permission shall not be unreasonably withheld.

30:06 Use of Artist's Image (Still Photos) for Promotional Purposes

The use of an Artist's image in a "Commercial Product" always requires the Artist's approval of the photograph and/or its use and may require payment in accordance with Clause 30:05.

(A) Exclusive Use by the Engager

When the production photograph is used exclusively by the Engager for promotional purposes:

- (i) no payment is required; and
- (ii) approval of all Artists appearing in the photograph is required for photographs of three (3) Artists or less; during the current term of the Artist's Opera Agreement Engagement Contract, any production photograph not disapproved within twenty-four (24) hours of submission to the Artist shall be considered approved; and
- (iii) the Artists must be properly identified in photographs of three (3) Artists or less.

(B) Mixed Use – Engagers/Corporate Sponsor

When the production photograph is used by the Engager as well as another party:

(i) Produced and distributed by Engagers

For uses of the photograph which are produced and distributed by the Engager:

- (a)** no payment is required; and
- (b)** approval of all Artists appearing in the photograph is required for photographs of three (3) Artists or less; during the current term of the Artist's Opera Agreement Engagement Contract, any production photograph not disapproved within twenty-four (24) hours of submission to the Artist shall be considered approved; and
- (c)** the Artists must be properly identified in photographs of three (3) Artists or less.

(ii) Produced and Distributed by Other Than Engagers

For uses of the photograph which are produced and distributed by a party other than the Engager but which is related to the Engager through a partnership, sponsorship, or like arrangement:

- (a)** approval of all Artists appearing in the photograph for the specific use is required; and
- (b)** payment for use of the Artist's image applies in accordance with Clause 30:05(A); and
- (c)** payment may be waived with the written consent of the Artist; and
- (d)** the Artists must be properly identified in photographs of three (3) Artists or less.

(C) Exclusive Use by Third Party

When the production photograph will be used exclusively by a Third Party:

- (i)** approval of all Artists appearing in the photograph for the specific use is required; and
- (ii)** payment for use of the Artist's image applies in accordance with Clause 30:05(A).

(D) Use of Photograph by the Artist

The Engager may agree to provide a copy of a production photograph to an Artist for their own individual souvenir or promotional use on the following conditions:

- (i)** no payment is required; and
- (ii)** approval of all Artists appearing in the photograph is required for photographs of three (3) Artists or less; during the current term of the Artist's Opera Agreement Engagement Contract, any production photograph not disapproved within twenty-four (24) hours of submission to the Artist shall be considered approved; and
- (iii)** the Artists must be properly identified in photographs of three (3) Artists or less; and
- (iv)** the Engager may levy a nominal charge for a hardcopy of a production photograph. If the production photographs are available in digital format, such copies shall be provided upon request to the Artist at no charge; and
- (v)** the Artist shall confirm the limited purposes for which the photograph may be used; and
- (vi)** the Engager shall not be responsible for any subsequent misuse of the photograph, either by the Artist or stemming from the use of the photograph by the Artist.

For the purpose of this Clause 30:06(D), "Artist" shall include all artists whose artistic contribution to the production is represented in the photograph.

(E) Exclusive Use by the Artist

Upon request of the Artist, the Engager may provide a copy of a photograph taken in accordance with this Article 30:00 Photograph Calls and Publicity but not used by the Engager to an Artist for their own individual souvenir or promotional use on the following conditions:

- (i) no payment is required; and
- (ii) approval of all Artists appearing in the photograph is required for photographs of three (3) Artists or less; during the current term of the Artist's Opera Agreement Engagement Contract, any production photograph not disapproved within twenty-four (24) hours of submission to the Artist shall be considered approved; and
- (iii) the Artists must be properly identified in photographs of three (3) Artists or less; and
- (iv) the Engager may recover from the Artist(s) equally such amounts necessary to recover the fee paid to the photographer for the usual and customary processing of the photograph on a one time basis. Should the Engager subsequently authorize additional use of this production photograph for any other purpose, including its own, the Artist(s) shall be reimbursed accordingly; and
- (v) the Artist shall confirm the limited purposes for which the photograph may be used; and
- (vi) the Engager shall not be responsible for any subsequent misuse of the photograph, either by the Artist or stemming from the use of the photograph by the Artist.

For the purpose of this Clause 30:06(E), "Artist" shall include all artists whose artistic contribution to the production is represented in the photograph.

For the purpose of this Clause 30:06, "nominal charge" is intended to cover the cost of photo quality media only, and the provisions of Clause 30:06(E) will not apply to any production where the Engager is prohibited from providing digital copies of a photograph to Artists in 30:06(D) at no additional charge.

30:07 Commercial Product

"Commercial Product" refers to an object including, but not limited to, poster, T-shirt, publicity campaign, newspaper or magazine advertising which is sold or given away and whose primary aim is direct or indirect increase of revenue.

31:00 ADVERTISING OF ARTIST'S NAME

The Engager will not advertise or announce the name of an Artist without a signed Opera Agreement Engagement Contract unless written permission is given by the Artist. The request for permission shall detail the full particulars of the advertising of an Artist's name (location, duration, intent, etc.).

For any infringement of this Article the Engager shall pay the Artist involved four (4) weeks' fees at not less than the minimum weekly rate. Upon application by the Engager, Equity may agree to modify this Article.

32:00 UNDERSTUDIES

32:01 Names in Program

The names of all understudies shall be listed in the program, except that the Artist may, at the Artist's option, require a rider to the Artist's Opera Agreement Engagement Contract exempting the Artist's name from such listing.

32:02 Music Rehearsals

The Engager guarantees that there shall be at least two (2) music rehearsals, with a coach, per production, completed before the opening of said production. Such rehearsals may take place within the regular rehearsal hours. For such rehearsal in addition to the regular rehearsal hours, the Artist shall invoice the Engager for additional services at Rate 1 in Clause 13:09.

32:03 Performing Artist Engaged to Understudy

A performing Artist also engaged to understudy shall be paid a minimum fee as specified below, per week per role understudied in addition to their weekly contractual fee.

2025-2028	
Fee	\$175.68

32:04 Minimum Contract Prior to Performance

If the Artist has been contracted to understudy the role for one (1) week or less, the Artist shall not be required to perform it, but may sing it with the score, unless the Understudy is also performing, in which case the Artist must have had the role at least two (2) weeks before said Artist can be required to perform it.

The above notwithstanding, an Understudy may not be required to perform unless the Understudy has had at least one (1) full rehearsal of the Understudy's particular role on the set.

32:05 Additional Compensation

No Understudy shall perform in a role which the Artist understudies without additional compensation. Payment for performance must be negotiated and stipulated in the Artist's Opera Agreement Engagement Contract even if it is agreed that the minimum payment shall apply.

The minimum payment shall be as follows:

An Artist performing a role which the Artist is contracted to understudy shall receive an additional sum for each such performance equal to the Artist's weekly contractual fee.

32:06 Number of Performances

When an Artist has performed an understudy assignment, the Engager agrees to confirm the number of performances rendered by the Artist to Equity not later than the last business day of the week following which the understudy assignment was performed.

33:00 PERFORMANCES AND/OR REHEARSALS LOST (FORCE MAJEURE)

If the company cannot rehearse or perform because of fire, accident, strikes, riot, Act of God, or the public enemy, which could not be reasonably anticipated or prevented, then the Artist shall not be entitled to the Artist's contractual weekly fee for the time during which the Artist's services shall not, for such reason or reasons be rendered, except that the Artist shall receive one-sixth (1/6) of their contractual weekly fee for the first day lost and the applicable per diem for each day on which rehearsals are not held or performances are not given thereafter. The contractual weekly fee for an Artist engaged on a per performance basis shall be calculated in accordance with Clause 18:01(C) Weekly Fee.

Should any of the foregoing conditions continue for a period of ten (10) days or more, either party may terminate the Opera Agreement Engagement Contract, and the Engager will pay for all services rendered to date and transportation back to the place of residence.

34:00 TERMINATION

34:01 Written Notice

It is the essence of all Opera Agreement 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 Engager) giving notice.

34:02 Provisions for Termination

An Opera Agreement 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 10:02 of this Agreement. See also Clauses 5:02, 5:03, 5:04, 5:05, 8:03, 16:02, and 42:02.

(C) Pregnancy

Absent mutual agreement to terminate the Artist's Opera Agreement Engagement Contract due to pregnancy only, the Artist shall receive not less than fifty percent (50%) of the full face value of the Opera Agreement Engagement Contract and a bona fide offer of another role of a commensurate size, fee and stature, at a later date.

Mutual agreement may include penalty payments by the Artist or the Engager up to the full value of the Opera Agreement Engagement Contract. The parties may include other terms including bona fide offers/terms of engagement in future productions, and/or any other terms or conditions negotiated between the parties which do not contravene the terms of this Agreement, or any combination thereof.

34:03 Termination Due to Extraordinary Risk

When the Artist has been absent for seven (7) days by reason of accident involving "extraordinary risk", the Engager may terminate the Artist's Opera Agreement Engagement Contract by giving the Artist two (2) weeks' notice, and paying the Artist the applicable minimum weekly fee for two (2) weeks at that time.

34:04 Absence Due to Illness or Accident

(A) Termination After Seven Days

When the Artist has been absent for seven (7) consecutive days by reason of illness or accident, the Engager may terminate the Artist's Opera Agreement Engagement Contract at the end of seven (7) days effective immediately.

(B) Termination Prior to Seven Days

If, in the opinion of the Engager, the conductor and the stage director, the absence of the Artist prior to the end of this seven (7) day period will jeopardize the production, the Engager may terminate the Opera Agreement Engagement Contract immediately.

(C) Payment for Termination

When the Artist's Opera Agreement Engagement Contract is terminated in accordance with (A) and (B) above, the Engager will pay the Artist a pro-rata amount of one-sixth (1/6) of the Artist's weekly contractual fee per day, up to a maximum as specified below per week for services rendered to date, plus one (1) week's contractual fee up to a maximum as specified below.

2025-2028	
Maximum	\$3,505.76

34:05 Notification of Illness

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

34:06 Dispute

Any dispute involving termination of an Opera Agreement Engagement Contract of engagement with an Artist and any claim regarding expenses or losses incurred by either party shall be subject to the dispute resolution procedures specified in Article 48:00 of this Agreement.

35:00 LEAVE

35:01 Bereavement/Emergency Leave

If any member of an Artist's immediate family is critically ill, or dies (father, mother, brother, sister, child, spouse or equivalent), the Engager shall arrange for the Artist to be absent for up to three (3) days, without loss of fee, at a mutually agreeable time.

35:02 Other Leave

The Engager agrees to take into consideration an Artist's request for leave for reasons which are not provided for above. Permission for other leave shall not be unreasonably withheld.

36:00 RE-OPENING OF PRODUCTION

A production once closed shall not be re-opened in the point of origin or outside the point of origin within four (4) weeks of the closing without written consent of Equity. This Article is generally intended to protect the Artist from the possibility of an unpaid lay-off and to ensure payment of the meal allowance when required. The consent of Equity to the re-opening of the production shall not be unreasonably withheld.

37:00 RECORDINGS FOR USE IN PRODUCTION

37:01 Notification to Equity

The Engager agrees to notify Equity of the details of any production in which audio or visual recordings are used to supply singing, chanting, dialogue, dancing or business where live performers might be engaged as far in advance as possible.

37:02 Artist Engaged for the Production

Provided the Artist agrees in the Artist's Opera Agreement Engagement Contract or in a rider to the Artist's Opera Agreement Engagement Contract, an Artist may make a recording of a portion of the role which the Artist performs on stage for use in the production. The recording may be used only during the period in which the Artist is engaged and only for the production for which it has been made. Recording sessions must take place during the regular rehearsal hours.

37:03 Artist Not Engaged for the Production

(A) Recording of a Role in its Entirety

An Artist, not otherwise engaged for the production, may be engaged solely for the recording of a role in its entirety on condition that such an Artist must receive no less than the requisite minimum payments provided for in Article 37:00 of this Agreement for the required rehearsal and performance period of the production which must be continuous in nature.

(B) Other Recording

An Artist engaged solely for audio and/or visual recordings, not otherwise engaged for the production, shall be paid one-sixth (1/6) of the applicable minimum weekly fee per day for recording sessions.

For the Engager's use of such a recording the Artist shall receive a weekly royalty to be negotiated at the time of the Artist's engagement of no less than two-and-a-half percent (2-1/2%) of the applicable minimum weekly fee.

37:04 Artist Leaving a Cast

If the Artist leaves the cast after making a recording for use in production the Engager may, in lieu of making a new recording, pay the Artist for the continued use of the recording (with the Artist's written consent), at a rate per performance of not less than one-seventh (1/7) of the Artist's contractual weekly fee while engaged for the production.

37:05 Production Reopened after Closing

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

38:00 RECORDINGS FOR NON-COMMERCIAL PURPOSES

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

Non-Commercial Use is defined in this agreement as the use of any Recording or Photograph to demonstrate the nature of, or to promote, the work of the Engager and the Artist to performance presenters, booking agents, donors, funders, sponsors, and for educational purposes as defined by ACTRA.

The Engager may make and use recordings as stipulated in this Article without any additional compensation to the Artist.

38:01 Recording by Third Party for Publicity Purposes

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

38:02 Recordings by the Engager

(A) Provision for Recording and Notice

It is understood that the Engager may capture audio visual recorded material or photographs of rehearsal or production, in whole or in part, for any or all of the purposes set out below. In all cases, the Engager remains responsible for the use and/or distribution of the recorded material that is within its control.

For recordings to be used for internal purposes only, the Engager is not required to provide the Artist(s) with written notice. These recordings may not be repurposed for publicity without the approval of the affected Artist(s).

For recordings to be used for publicity purposes, the Engager shall provide the Artist(s) and Equity with no less than twenty-four (24) hours written notice.

(B) Use for Publicity

The Engager may use material recorded in accordance with this Clause 38:02 for publicity purposes. There may not be more than five (5) minutes of edited rehearsal footage and five (5) minutes of performance footage of each production posted at any one time. The edited footage contained in the allowable ten (10) minutes may change at the Engager's discretion. The Engager warrants that it is responsible for any misuse of the material that is within its control. The Engager will take whatever steps it deems necessary to ensure that the recorded material is not repackaged in any way nor may the recorded material be used for any other purpose than to promote and publicize the production during the run of the production.

(C) Internet Use of Recordings by the Engager

During the current rehearsal period or run of the production, up to five (5) minutes of edited rehearsal footage and five (5) minutes of edited performance footage 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 Engager's zone of social media websites, provided that:
 - (a) the Engager 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; and

- (d) in addition to being credited as required above, and whenever possible, at the request of the Artist, they may also be “tagged” in any social media posts in which they appear; and
- (e) the Engager and tagged Artists will take precautions to prevent any misuse of the material. If a misuse is identified, both parties will take action to remove the material when possible.

Use of material by the Engager in accordance with 38:02(C) above shall be extended until new material is made for the subsequent production or the close of the subsequent production, whichever happens first.

(D) Extended Use

Up to five (5) minutes of edited rehearsal footage and five (5) minutes of edited performance footage (per production) captured in accordance with this Clause may be reproduced in the current season or the immediately following ten (10) seasons only on current affairs programs or the Engager's website to promote the Company and its activities. The names of all Artists shall appear on the website.

The Engager must notify Equity in advance of any such usage and will fulfill the following conditions:

- (i) the primary purpose of the excerpt(s) is to promote rather than entertain; and
- (ii) the material is not repackaged by the Engager into a product which could in any way be construed as a documentary; and the Engager will attach a label to each electronic press kit stating that the material cannot be re-packaged by the broadcaster.

(E) Sensitive Material

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

(F) Credits

For the uses outlined above, all Artists appearing in the recording, and any Stage Management artists, Directors, Choreographers and/or Fight Directors or Intimacy Directors, whose work appears in the recording, must be credited. Any rolling lists of credits shall not be included in the time limits as specified above.

Additionally, there shall be a credit stating that the Artists have appeared by permission of Canadian Actors' Equity Association.

The requirement to credit the Artists and Equity does not apply to clips appearing on public screens, including lobby screens. However, all material appearing on any website shall include these credits.

Credits shall appear in a credit list or roll, which may be included in a caption, a “pinned” comment, or via a link to such credits on a website.

(G) Archival Use

Recorded material captured in accordance with this Clause may be retained for archival purposes. Archival material may only be played back in private for reference purposes or as a teaching aid for the benefit of the Performers or management.

Additionally, playback may be achieved via password protected website viewing on non-downloadable (encrypted), full performances for viewing by Artists, staff and co-producers.

The recorded material may not be used for rehearsal purposes or as a teaching aid for any subsequent production by the Engager or any other producer. Recordings may be used for a revival if the original Stage Director and/or Choreographer are engaged.

(H) Use for Understudies

For use by an Understudy, the Engager may make a recording of specific elements of a production during a regularly scheduled rehearsal. The affected Artists shall be notified of such recording no later than the end of the previous day. No special call or additional rehearsal to facilitate this recording is permitted. The Engager may provide a copy to an Understudy, however, the Engager retains the full responsibility for any potential misuse of such recording. The Engager shall ensure that the original recording and all copies are returned to the Engager by the conclusion of the production, and subsequently destroyed.

(I) Use for Rehearsal Purposes

The Engager may record specific sections and/or elements of rehearsal to use as a tool for rehearsal. All such recordings will be erased at the end of the production. However, the use of recordings shall not replace or reduce rehearsal time.

(J) Non-Recorded Live Video

The Engager may provide a link to a live video meeting of rehearsals to the Artist(s) to allow participation in rehearsal when the Artist is unable to attend in person. The Engager is responsible to ensure that only invited Artists are able to access these meetings. Access to participate in rehearsals remotely is not to be used to replace in-person rehearsal time, or to shorten the period of time an out-of-town Artist is required to be in the Engager's point of origin.

38:03 Use of Recordings by the Artist

Where the Engager is empowered to do so, and at the request of the Artist, and with the consent of all Artists who appear or whose work appears in the recorded material, the Engager may provide up to up to five (5) minutes of edited rehearsal footage and five (5) minutes of edited performance footage recorded in accordance with Clause 38:02 to an Artist for their own individual use, including but not limited to self-promotion, social media, etc.

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

- (i) non-commercial, non-curated, generic content, open access video sharing websites; and/or
- (ii) the Artist's zone of social media websites; and/or
- (iii) the Artist's own website, provided that:
 - (a) the Artist uses their best efforts to ensure that the material cannot be downloaded; and
 - (b) no revenue is generated from the viewing of the material; and
 - (c) the Artist warrants that they are responsible for any misuse of the material.

Notwithstanding the ten (10) minute limitation noted above, the Engager will consider, upon request of the Artist, providing additional footage to the Artist for non-broadcast use (including use on the internet) for the Artist's self-promotion, including submissions to funding bodies, granting agencies, demo reels, etc.

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

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

39:00 RECORDINGS FOR COMMERCIAL PURPOSES

This Article covers the recording and commercial usage of recordings made of a production, or other performance based activity as articulated in the Preamble of this Agreement, in whole or part through the use of any and all devices now in existence and yet to be developed. Recordings under this Article will require contractual arrangements to be put in place with ACTRA, and unless otherwise provided for herein, ACTRA rules shall apply. In all cases, ACTRA shall have the sole determination of the applicable rates, and of the determination of what classifies as a recording day.

39:01 Notification and Permission

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

39:02 Artist's Rights

The Artist may not be required to take part in the recording or broadcast. If the Artist agrees, the Engager shall contract the Artist in accordance with this Article and the Artist shall be free to negotiate above-scale compensation.

39:03 Intent to Record

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

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

39:04 Contractual Arrangements

(A) Performers

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

(B) Non-Performing Artists

The Engager shall contact Equity to make arrangements for payment to any affected non-performing Artists. Any agreed upon terms and payment amount shall be stipulated in a rider to the Artist's Opera Agreement Engagement Contract and is subject to Equity deductions.

Payment for a Non-Performing Artist will be equal to the highest payment due to a performing Artist

In all cases, ACTRA contracts for Performers and ACTRA equivalent riders for Non-Performers must be completed and distributed to the Artists no later than two (2) weeks prior to the start of recording. No Artist shall be required to participate in a recording without an ACTRA contract or ACTRA equivalent rider in place, and under no circumstances may the Engager be permitted to distribute or broadcast any recording until arrangements are finalized and ACTRA contracts or ACTRA equivalent riders are signed.

39:05 Payments in Addition to Equity Fees

All payments to the Artist for such work shall be in addition to and separate from payments and fees stipulated in the Artist's Opera Agreement Engagement Contract.

39:06 Commercial Use of a Recording Made for Non-Commercial Purposes

Should the Engager contemplate the commercial use of any recordings made under the provisions of Article 38:00, the Engager shall ensure that appropriate ACTRA arrangements are put into place retroactively.

39:07 Recording of Regularly Scheduled Rehearsal and/or Performance

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

39:08 Specially Prepared Recording

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

(A) Recording on a Single Performance Day

On a day on which the Artist has no more than one (1) performance, the Artist may be called for the purpose of a specially prepared recording to a maximum of eight (8) out of a span of nine (9) hours with a one (1) hour break after no more than five (5) hours. The recording call shall be completed no later than no later than ninety (90) minutes prior to the Artist's half-hour call.

(B) Recording on a Non-Performance Day

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

40:00 LIVE SIMULCAST

40:01 Provision for Live Simulcast

One time per Season the Engager may undertake a live simulcast of a performance of a Mainstage production to a remote location(s) for the purpose of presenting a free community event promoting the art of opera and the Engager and its Artists.

40:02 No Additional Compensation

Artists participating in a performance which is simulcast in accordance with this Article shall not receive additional compensation.

40:03 No Capture

The performance may be live simulcast only and there shall be no recording for any purposes, including a time-delay.

41:00 STAGE DIRECTORS AND CHOREOGRAPHERS

41:01 Fee

A Stage Director engaged for a Mainstage production shall receive a fee equal to no less than the applicable minimum provided for in Clause 13:08.

41:02 Engagement Period

The Stage Director shall be engaged from the first day of rehearsal to the end of the day of the first public performance.

41:03 Right of First Refusal

The Artist may negotiate for Right of First Refusal to be engaged for the future rental of a production of which they were the original Stage Director or Choreographer.

41:04 Payment of Fees

When a Stage Director or Choreographer is engaged on the basis of a total fee, the fees may be payable in the following manner:

- (A) In accordance with Clause 13:02(A) with the provisions of Clause 18:01(C) applying for the purpose of calculating the weekly fee; or,
- (B) Should the Artist and Engager agree, one-third (1/3) of the total fee is payable on the first day of the Artist's engagement with the balance due to the Artist no later than the first public performance.

41:05 Duties of a Stage Director**(A) Duties**

The Stage Director shall conduct rehearsals, appear promptly for all scheduled rehearsals, respect the physical property of the production, venue and place of rehearsals, conduct rehearsals not violative of any terms of this Agreement, and abide by particular artistic policies of the Engager.

(B) Availability

The Stage Director shall make the Stage Director's self available for such meetings and consultations as are required by the Engager, particularly with designers and the Engager's production personnel. Such meetings and consultations shall be agreed to in advance and included in the Opera Agreement Engagement Contract, or, after signing in a manner thereto, and must be specific as to dates, times, locations and remuneration of travel and lodging expenses.

(C) Promotion and Publicity Appearances

The Stage Director agrees to promote the production and make reasonable publicity appearances and participate in radio, television and press interviews for that purpose. In addition, the Artist shall be supportive of the Engager's interest during the term of the Artist's Opera Agreement Engagement Contract.

41:06 Consultation Before Signing

Before agreeing to direct a production, the Stage Director has the right to knowledge of, but not approval of, the following production arrangements: the proposed 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 the Artists to rehearse; and any casting and design decisions, and any particular artistic policies of the Engager.

41:07 Consultation After Signing**(A) Consultation on Decisions**

Subsequent to the engagement of the Stage Director, decisions regarding the production and rehearsal schedules, casting, designer, scenery, lighting and costuming will be made in consultation with (but not necessarily the approval of) the Stage Director.

(B) Meetings and Consultations

The Stage Director and/or Choreographer shall endeavour to be available for such meetings and consultations as are required by the Engager, particularly with designers and the Engager's production personnel. Should the Stage Director and/or Choreographer be required by the Engager to provide service on a production outside of usual artistic preparation prior to the first day of rehearsal, such meetings and consultations shall be agreed to in a rider to the Artist's Opera Agreement Engagement Contract. Said rider shall be specific as to dates, times, locations, and remuneration of travel and lodging expenses.

Should any Director and/or Choreographer whose contractual fee does not exceed the minimum compensation provided for in Clause 13:08 be required to provide such consultation or such consultation not be part of the Artist's original Opera Agreement Engagement Contract, the Artist shall be compensated at not less than a daily rate of two percent (2%) of the total contractual fee plus a partial week payment in accordance with Clause 13:12.

41:08 Duties of a Choreographer

(A) Duties

The Choreographer shall participate in rehearsals, appear promptly for all scheduled rehearsals, respect the physical property of the production, venue and place or rehearsals, conduct rehearsals not violative of any terms of this Agreement, abide by particular artistic policies of the Engager, and generally fulfil the artistic planning within the scope of the functions of the Choreographer. The Choreographer shall make himself available for such meetings and consultations as are required by the Engager, particularly with the Stage Director and Conductor. Such meetings and consultations shall be agreed to in advance and included in the Opera Agreement Engagement Contract, or, after signing in a manner thereto, and must be specific as to dates, times, locations and remuneration of travel and lodging expenses.

(B) Promotion and Publicity Appearances

The Choreographer agrees to promote the production and make reasonable publicity appearances and participate in Radio, TV and press interviews for that purpose. In addition, the Artist shall be supportive of the Engager's interest during the term of the Artist's Opera Agreement Engagement Contract.

41:09 Multiple Assignments

(A) Stage Director and Choreographer

A Stage Director who is also the Choreographer of the production shall not be entitled to an additional fee for this service but may negotiate a fee as Director to encompass this choreographic work.

(B) Stage Director/Choreographer/ and Dance Rehearsal Director

A Stage Director or Choreographer who also fulfils the duties of a performer or Dance Rehearsal Director must be engaged on separate Opera Agreement Engagement Contracts and fulfil both Opera Agreement Engagement Contracts in accordance with Clause 13:06(C), and receive at least the minimum weekly compensation provided for in Clause 13:08 for each Opera Agreement Engagement Contract.

(C) Stage Management Duties

Stage Directors, Choreographers, Assistant Stage Directors, and Assistant Choreographers may not stage manage the production the Artist is directing/choreographing.

(D) Limited Movement and Dance Sequences

The Engager may engage Choreographers to choreograph limited movement and dance sequences for a maximum of thirty (30) hours of rehearsal, which may be pro-rated over a rehearsal period in excess of one (1) engagement week. A fee of not less than the applicable minimum weekly fee as provided for Choreographers in Clause 13:08 shall apply.

The Engager may engage Choreographers to choreograph limited movement and dance sequences with a minimum call time of three (3) hours and a maximum of fifteen (15) hours of rehearsal. An hourly fee of not less than one thirtieth (1/30) of the applicable minimum weekly fee as provided for Choreographers in Clause 13:08 shall apply.

41:10 Royalties

(A) Amount

An additional fee or royalty for any extension beyond the proposed run of the production, whether or not such an extension is envisaged, shall be negotiated at the time of the Director's and Choreographer's engagement.

If no such fee or royalty is negotiated and specified on the Opera Agreement Engagement Contract, the Engager shall pay the Director and Choreographer four percent (4%) of the Artist's original total fee for each week of the extension, or part thereof.

(B) Revival

Should the Engager revive a production within a period of two (2) years from the first public performance, the original Stage Director will be given the opportunity to direct the revival.

41:11 Billing

The Stage Director will receive billing in all publicity material (under the Engager's control) for the production that is prepared after the engagement of the Artist, wherever the conductor is given billing, in size and position to be negotiated at the time of engagement.

41:12 Assistant Directors and Assistant Choreographers

The provisions of Clause 42:05(A), (B), (C), (D), (E) and Clause 42:16 shall also apply to Assistant Directors and Assistant Choreographers.

41:13 Rates for Preserved Performances (Recordings and Broadcasts)

(A) Minimum Payment for Director

The Engager shall pay the Director no less than the equivalent of any minimum payment required for a Principal Soloist under the provisions of Clause 39:00.

(B) Minimum Payment for Choreographer

The Engager shall pay the Choreographer no less than the equivalent of any minimum payment required for a Chorister under the provisions of Article 39:04.

(C) Royalty

In (A) and (B) above, the Engager shall ensure that the Director and Choreographer shall have the opportunity to negotiate a royalty prior to such recordings being made.

42:00 STAGE MANAGEMENT

42:01 Engagement of Stage Management

(A) Engagement Contracts

Personnel engaged by the Engager to perform Stage Management duties as herein defined must be properly contracted on Opera Agreement Engagement Contracts as provided for in Article 27:00 of this Agreement. The Opera Agreement Engagement Contract of the Stage Manager shall take precedence over any other concurrent contract which the Artist may have signed with the Engager for services which do not fall within Equity's jurisdiction.

(B) Vacation Pay

The Artist shall receive vacation pay which shall be paid weekly at the rate of at least four percent (4%) of the Artist's weekly in-town contractual fee, or at the rate set down under provincial law in the province where the Engager has its point of origin, whichever is greater.

42:02 Piano Vocal Score

Stage Management personnel shall be able to read and follow the piano vocal score for the production for which they are engaged.

In order to provide additional support to Stage Management Artists, they will be provided with the piano vocal score upon request, including during the contracting discussions. The Artist may also request that the Engager provide or suggest an appropriate recorded version for the Artist to listen to.

Further, during the rehearsal period, should the Stage Management Artist request it, the Engager will endeavour to provide coaching on the piano vocal score.

42:03 Equity Stage Management

For all Stage Management positions in the company the Engager will consider existing Equity Stage Management personnel who have informed Equity that they are available for work before the Engager may engage a person who is not already an Equity member. The Engager will obtain a list of available Equity Stage Management personnel from the Equity office.

42:04 Term of Engagement

(A) Production Stage Managers, Stage Managers and Assistant Stage Managers

All Production Stage Managers, Stage Managers, and Assistant Stage Managers shall be engaged one (1) week prior to the commencement of rehearsals, and shall be paid the contractual fee for that week. Also, replacement Stage Managers shall be engaged one (1) week prior to the date on which they are to take over the production.

- (i) If Equity and the Engager agree, the one (1) week period for Assistant Stage Managers in advance of the commencement of rehearsals may be reduced, provided it is clearly demonstrated that the production's scale does not require a full week of preparation.

(B) Replacement Stage Management Staff

- (i) A Stage Manager engaged to take over a production from a Stage Manager who is leaving the production shall be engaged one (1) week prior to the date on which they are to take over the production.
- (ii) An Assistant Stage Manager who is leaving a production shall be engaged at least two (2) days prior to the date on which they are to take over the production.
- (iii) Assistant Stage Managers covering for Stage Managers on holiday/personal, sick or other leave or in an emergency shall receive at least the Stage Manager's minimum fee on a weekly or pro-rated basis, whichever is applicable.
- (iv) A Stage Manager or Assistant Stage Manager engaged to cover a short-term sick or other leave, or in an emergency, shall receive at least the applicable minimum weekly fee for the position on a weekly or pro-rated (1/6 per day) basis, whichever is applicable. There is no minimum engagement, however the replacement Artist may negotiate for additional training time and/or compensation.
- (v) In the case of an emergency, replacement stage management staff shall be given as much time to familiarize themselves with the production as possible.

(C) Payment for Additional Days

All Equity Stage Management personnel shall be paid one-sixth (1/6) of their contractual fee for each additional day or portion thereof on which their services are required.

42:05 Rehearsal and Performance Conditions

(A) Overnight Rest Period

All Equity Stage Management personnel must have eleven and a half (11.5) hours' rest between the end of one day's work and the beginning of work on the following day, other than on tour, when said rest period shall be no less than ten and a half (10.5) hours. For any invasion of this rest period, the Engager agrees to pay the Artist at the appropriate overnight rest infringement rate.

(B) Maximum Hours of Work

In any engagement week, Stage Management personnel are required to attend all rehearsals, performances, scene change rehearsals, cueing sessions for the production and production meetings as provided for in Clause 42:16, may be required to work up to six (6) days per week to a maximum of fifty-four (54) hours per engagement week. In any engagement week there may be no more than four (4) days on which there are more than two (2) staging rehearsals. If a member of the stage management team attends more than forty-eight (48) hours of staging rehearsals in a week, the payment of additional services is required by this Agreement. Should any hours of work and/or touring travel hours exceed the aforementioned weekly limitations and invasion of rest periods, (including overnight rest), and/or Free Days, the Artist shall invoice the Engager for additional services at the rate stipulated in Clause 13:09.

For all staging rehearsals the call for Stage Management personnel will be no later than fifteen (15) minutes prior to the Performer's call.

For the purpose of calculating work time, on the day of, and following the first public performance, each performance shall be computed as the running time of the performance (curtain up to final curtain) plus one (1) hour.

(C) Activities Included in Working Day

When Stage Management is participating in the following activities, the Artist shall be deemed to be working: rehearsals (as delegated by the Stage Manager) plus the applicable preparation allowance as stated above; moving and setting up a rehearsal in another location in excess of the preparation allowance provided for above; all performances, including dress rehearsals; scene change rehearsals; cueing sessions; set-ups, change-overs and strikes in the theatre, as delegated by the Stage Manager; production meetings as provided for in Clause 42:16 and note sessions, as required by the Engager; taping floors; and paperwork as identified in Clause 42:14, as required by the Engager.

(D) Meal Break

All Stage Management personnel will receive a meal break of one (1) hour after a maximum of four (4) hours of work. In the case of rehearsals in which Performing Artists may rehearse up to four (4) consecutive hours as outlined in Clause 16:08, technical rehearsals, and cueing sessions, they will receive a meal break of one (1) hour after a maximum of five (5) hours of work. In the case of performances and in the case of Dress Rehearsals as provided for in Clause 16:09 the meal break shall begin after five (5) hours of work or no later than forty-five (45) minutes following the final curtain, whichever comes first. In any event stage management personnel must be released no later than 12:15 a.m.

During any work day of twelve (12) hours or more the Stage Management personnel must receive a lunch break of one (1) hour and a dinner break of at least one and a half (1 ½) hours.

Should the Engager require the Artist to invade such meal breaks, the Artist shall be compensated for each half (1/2) hour of invasion at the additional services rates in accordance with Clause 13:09. Under no circumstances shall the Engager shorten any meal break to less than one half (1/2) hour.

Examples:

- (i) 10:00 a.m. - 2:30 p.m. rehearsal
- 2:30 p.m. - 3:30 p.m. meal break
- 3:30 p.m. - 5:00 p.m. rehearsal
- ~ 1/2 hour meal infringement at Additional Services Rate 2
- (13:09) from 2:00 p.m. - 2:30 p.m. for exceeding 4 hours.

- (ii) 9:00 a.m. - 2:30 p.m. cueing
- 2:30 p.m. - 3:00 p.m. meal break
- 3:00 p.m. - 5:30 p.m. rehearsal
- 5:30 p.m. - 6:30 p.m. meal break
- 6:30 p.m. - 10:00 p.m. rehearsal
- ~ 1/2 hour meal infringement at Additional Services Rate 2 (13:09) from 2:00 p.m. - 2:30 p.m. for exceeding 5 hours.
- ~ 1/2 hour meal infringement at Additional Services Rate 2 (13:09) from 2:30 p.m. - 3:00 p.m. for 1/2 hour meal break.
- ~ 1 hour meal infringement at Additional Services Rate 2 (13:09) from 5:30 p.m. - 6:30 p.m. for a 1 hour meal break.

Payments for meal infringements as provided herein are, if applicable, in addition to payments for exceeding any other provision of Articles 18:00 and 42:00.

(E) Statutory Holidays

Should Equity Stage Management personnel (in the case of employees) be required to work on a statutory holiday, as designated by the laws of the province in which the Engager has its headquarters, they shall be compensated in accordance with said law. The Stage Manager will submit the hours worked on the holiday by the Stage Management personnel to the Engager no later than the end of the week in which the holiday occurred.

(F) Additional Services

Stage Management personnel shall not incur additional services without the prior approval of the Engager. If the Engager's designated representative is not available for such approval, and working of additional hours is paramount to safety, travel schedule or the efficient running of the production, approval is not required.

However, where hours in excess of the allowable hours are scheduled by the Engager, the additional services payable for the excess hours are deemed to be pre-approved.

The Stage Manager shall record all additional services worked by the Stage Management personnel, including the invasion of the overnight rest period, the invasion of meal breaks, rehearsals on a Free Day and hours in excess of the weekly limitations, and the Artist shall invoice the Engager for additional services at the appropriate rate stipulated in Clause 13:09.

(G) Calls on a Free Day

Should any of the Equity Stage Management personnel be called on a free day, they shall invoice the Engager for additional services at the same rate as for the performers, or one-sixth (1/6) of one (1) week's contractual fee, whichever is the 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.

All Equity Stage Management personnel will receive a Free Day as provided for in Clause 15:05.

(H) Additional Services Rehearsals

If performing Artists are required to attend rehearsals in excess of the provisions of this Agreement, the Stage Management shall invoice the Engager for additional services at Rate 1 in Clause 13:09. This provision excludes Dress Rehearsals.

(I) Span of Day

A Stage Management working day has a maximum span of thirteen (13) hours. For any hours outside this span, Stage Management shall invoice the Engager for additional services at Rate 1 in Clause 13:09.

42:06 Stage Management Staffing Formula

Whenever the Engager engages Equity Artists for the purpose of preparing and presenting productions and presentations governed by this Agreement, the Engager will engage the services of Equity Stage Management as follows:

- (A) For single full scale or Mainstage productions, the Engager shall at all times engage a Stage Manager and two (2) Assistant Stage Managers.
- (B) When two (2) or more full scale or Mainstage productions are given in repertory, the Engager shall at all times additionally engage one (1) Production Stage Manager.
- (C) For other activities utilizing Equity Artists, Stage Management staffing will be determined by the mutual agreement of the Engager and Equity.

42:07 Rest Period

Stage Management personnel who are unable to take the two-and-a-half (2-1/2) hour rest period stipulated in Article 45:00 Transportation must have a rest period of at least one (1) hour between the conclusion of the trip and the half-hour call.

42:08 Billing

It is to be understood that as far as billing is concerned, the word "Artist" includes all Equity Stage Management personnel. Further, it is to be understood that when any of the technical, administrative or managerial staff, other than the producer, is listed on the billing page of a program, Stage Management shall also be listed.

42:09 Performance of Duties

Only the personnel properly so contracted may perform the actual duties of Stage Management as herein defined.

42:10 Rehearsals Moved to a New Location

Should it be necessary to move rehearsals to a different location, where possible, Stage Management personnel shall be allowed, at least, two (2) hours for setting-up for rehearsal in the new location. The overnight rest period may not be infringed upon unless the Artist is paid the rates specified in Clause 13:09.

42:11 Duties and Responsibilities of Stage Management

The Stage Manager shall be responsible for conducting the Equity Liaison election at the first rehearsal.

The Stage Manager, in consultation with the Director, shall be responsible for the calling of all rehearsal breaks (See also Clauses 16:03(A) Rest Periods and 16:11 Meal Breaks).

42:12 Calling of Rehearsals and Other Calls

The Stage Manager, in consultation with the Director, shall be responsible for the calling of all rehearsals whether before or after opening and for the scheduling of other company or individual calls related to a production, in accordance with Equity's regulations.

Any additional services which would result from Stage Management scheduling decisions must be pre-approved by the Engager's designated representative. If the Engager's designated representative is not available for such approval, and the working of such additional services is paramount to safety, travel schedule or the efficient running of the production, such additional services may be approved at the discretion of the Stage Manager, in which case the Stage Manager shall inform the Engager's designated representative of such additional services in a timely fashion.

42:13 Organization of Rehearsals and Performances

The Stage Manager shall organize and supervise all rehearsals and performances and, in conjunction with the Equity Liaison, endeavour to uphold all regulations governing engagements as set down by Equity in its Constitution, Bylaws, Agreements and Clauses.

42:14 Production Score

The Stage Manager shall assemble and maintain the production score and such cue sheets, plots, reports and records as are necessary for the actual technical and artistic operation of the production.

After the final curtain closing night the Stage Manager shall submit the production score and all pertinent information to the Engager.

42:15 Maintenance of Artistic and Technical Intentions

The Stage Manager shall maintain, to the best of the Stage Manager's ability, the artistic and technical intentions of the Stage Director, Engager and Designer after opening, and upon approval of the Engager, shall call rehearsals when necessary, and shall prepare understudies, replacements, extras, and supernumeraries when or if the Stage Director or Engager is unavailable or declines this prerogative.

42:16 Staging Rehearsals, Scene Change Rehearsals, and Cueing Sessions

The Stage Manager, or at the discretion of the Stage Manager, an Assistant Stage Manager, shall be present at all staging rehearsals.

The Stage Manager, and at the discretion of the Stage Manager and in consultation with the Engager, and the Assistant Stage Manager(s) as required, shall be present at all scene change rehearsals.

The Stage Manager, and at the discretion of the Stage Manager, Assistant Stage Manager(s) as required, shall be present at all cueing sessions for the production which come under the supervision of Stage Management during rehearsals or performances. A cueing session includes any period of time during which the Director and designer of any discipline (i.e. lighting, sound, video, etc.) are setting numbered cues for the production. Stage Managers must have time to see/hear and accurately place cues in their prompt book before the cues are rehearsed onstage with the Performers.

It is understood that the Stage Manager is required to attend production meetings which involve discussion of elements of the production which directly affect the duties and responsibilities of Stage Management.

Where the Stage Management personnel attend production meetings or are present at scene change rehearsals or cueing sessions:

- (i) which results in exceeding the work hours provided for in Clause 42:05(B) the Artist shall invoice the Engager for additional services at Rate 1 in Clause 13:09;
- (ii) which infringe on overnight rest or meal breaks, the Artist shall invoice the Engager for additional services at Rate 2 in Clause 13:09; and
- (iii) which infringe on the Free Day and/or statutory holiday, the Artist shall invoice the Engager for additional services at Rate 3 in Clause 13:09.

42:17 Delegation of Duties

The Stage Manager may delegate any duties or authority to the Stage Manager's staff during rehearsals and performances as the Stage Manager feels necessary for the efficient running of the production, excepting that a person contracted as Stage Manager will be in the theatre or available throughout the performances.

42:18 Prohibited Duties

The Stage Manager may not be required to fulfil the duties of a lighting designer as part of the contracted Stage Management duties.

42:19 Scheduling of Set-Ups, Strikes, Load-Ins and Load-Outs

(A) Supervision/Strike

The Stage Manager may be required to supervise set-ups, strikes, load-ins and load-outs as required by the Engager. If, on the final day of the engagement, the Stage Manager is required to supervise the strike and take-out, the Stage Manager shall invoice the Engager for additional services at Rate 1 in Clause 13:09 beyond 12:00 midnight. On tour if the Stage Manager is held responsible for set-ups and strikes, the Stage Manager must be present for same.

(B) Excess Work Hours

Where Stage Management personnel are required for the operations delineated above including any move from the rehearsal location to the theatre:

- (i) which results in exceeding the work hours provided for in Clause 42:05(B) the Artist shall invoice the Engager for additional services at Rate 1 in Clause 13:09;
- (ii) which infringe on overnight rest or meal breaks, the Artist shall invoice the Engager for additional services at Rate 2 in Clause 13:09;
- (iii) which infringe on the Free Day and/or statutory holiday, the Artist shall invoice the Engager for additional services at Rate 3 in Clause 13:09.

(C) Additional Duty

If the Stage Manager, at the request of the Engager, agrees to schedule and/or have responsibility for set-ups, strikes, take-ins and take-outs as required by the Engager, it shall be considered an additional duty in accordance with Clause 13:05 for the term of the Stage Manager's Opera Agreement Engagement Contract.

42:20 Control of Backstage Area

During performances, the Stage Manager is in sole charge of the backstage area, and if the physical arrangement of the theatre necessitates technical supervision from some area other than backstage, the Stage Manager will ensure that some member of the Stage Manager's staff is in the backstage area.

42:21 Making Calls

The Stage Manager is responsible for making "Calls".

(A) Definition

Calls are warnings to the Artist of the number of minutes to "places" ("beginners") when all Artists required for the beginning of the opera or subsequent acts must proceed to the stage area and be ready for the performance or act.

(B) Frequency

Calls shall be given at half-hour, fifteen (15) minutes, five (5) minutes, and places ("beginners").

42:22 Running and Control of Performance

The Stage Manager is in sole charge of the running and control of the performance.

42:23 Selection of Stage Management Staff

To ensure the efficient running of the Stage Management department, the Production Stage Manager and Stage Manager must be involved as much as possible in the selection of Stage Management staff.

42:24 Financial Responsibility

In matters of finance, the Stage Manager is responsible only for items purchased out of the Stage Manager's petty cash budget. The Stage Manager should, however, keep the Engager informed of developments that may involve unexpected major expenses.

42:25 Duties of the Engager

Equity members of the Stage Management staff are not permitted to accept responsibility for negotiating Opera Agreement Engagement Contracts, having riders signed or initialled, negotiating contractual fees or carrying out any other function which is regularly considered the duty of the Engager. Under no circumstance shall Stage Management personnel be required to execute the above functions on behalf of the Engager with other Artists. This does not preclude delivery of Opera Agreement Engagement Contracts and/or riders in a sealed envelope addressed to the individual Artist.

42:26 Duties of Union Members

Whenever members of another union are involved in a production, Stage Management personnel shall not be required to fulfil their duties.

42:27 Serving Meals

At the discretion of the Stage Manager, Stage Management personnel may order and/or obtain meals for the company, but may not serve them or in any way wait upon members of the company. The Stage Management personnel shall not be held personally responsible for any financial commitment with regard to ordering and/or obtaining food.

42:28 Understudying and Performing

Equity Stage Management personnel are prohibited from understudying or performing on stage. Only in an emergency and with the Stage Manager's consent and that of Equity may a member of the Stage Management staff perform, for which performance the Stage Manager will be paid at the pro-rated applicable minimum performer's rate.

42:29 Responsibility of Assistant Stage Managers

The Assistant Stage Managers are responsible solely to the Stage Manager and will fulfil tasks only as assigned by the Stage Manager. Assistant Stage Managers may never be solely in charge of a performance or production.

42:30 Responsibility of Production Stage Manager

The Production Stage Manager is responsible for, and oversees the operation of the Stage Management department and may take upon the Production Stage Manager's self any of the duties and responsibilities listed above.

42:31 Payment for Additional Duties

Any duties not regularly considered to be those of Stage Management shall be contracted separately in writing and the Artists shall be free to negotiate additional compensation for such additional duties.

Notwithstanding the above, the operation of either sound or lighting equipment shall be considered an additional duty in each case, and shall be paid for at no less than as provided for in Clause 13:05.

42:32 Health and Safety

The Stage Manager shall take all necessary precautions to see that safe and clean conditions exist both on stage, backstage and in rehearsal halls.

42:33 Exclusions

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

- 7:07 Audition Code
- 17:00 Costume Fittings
- 19:00 Shoes and Make-Up
- 29:00 Billing (29:06, 29:07 and 29:08 excepted)
- 30:00 Photograph Calls and Publicity
- 32:00 Understudies
- 45:05 Rest Period Prior to Presentation

42:34 Apprentice Stage Manager Program

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

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

(A) Registration

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

(B) Minimum Engagement

In order to qualify for an apprentice credit with the Engager, the Apprentice Stage Manager shall be engaged for the rehearsal period and run of any production. During this period, the Apprentice Stage Manager shall work under the supervision of the Stage Manager in consultation with the Engager's designated representative during the rehearsals, cueing sessions and scene change rehearsals and performances. If possible, the Apprentice Stage Manager will also be engaged for at least a portion of the prep period.

(C) Minimum Number Per Season

The Engager will use its best efforts to engage not less than two (2) Apprentice Stage Managers during each season.

(D) Reduction of Staffing Provisions

It is not the intention of the Stage Management Apprentice program to reduce the stage management staffing provisions of Clause 42:06 of this Agreement.

43:00 FIGHT DIRECTORS AND INTIMACY DIRECTORS

43:01 Requirement for a Fight Director

The Engager will determine if staging requires fight direction. When fight direction is required, a Fight Director shall be contracted according to Article 43:00 whenever two (2) or more Artists are required to participate in a stage fight (in accordance with Clause 15:16(A) 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.

43:02 Engagement of a Fight Director

The Engager will give first consideration to existing Equity Fight Directors. On request by the Engager, Equity will provide on request a current and up-to-date list of Fight Directors who have informed Equity that they are available for work. The Engager will not be obliged to engage any Fight Director whom it judges to be incompatible with its needs. A person who is not already a member of Equity may be engaged as a Fight Director (see Article 2:00) with the written approval of Equity provided that the Engager has conducted a search for and considered existing Equity members.

43:03 Contracts – Fight Directors

The Opera Agreement Engagement Contract shall specify the dates of engagement and anticipated rehearsal schedule. Any change to said dates or schedule shall be by mutual agreement between the Artist and the Engager, and shall be confirmed in a rider to the Opera Agreement Engagement Contract.

Clause 26:01 Continuous Engagement shall not apply to an engagement on a daily or per production basis.

The Engager will give first consideration to existing Equity Fight Directors. Clause 26:02 Guaranteed Period shall not apply to the engagement of a Fight Director. The Artist may be engaged for one (1) or more hours, one (1) or more days, or any combination thereof, on a single Opera Agreement Engagement Contract.

However, the Artist may only be engaged on an hourly basis to choreograph limited fight or stunt choreography which can be appropriately set and rehearsed in no more than two (2) calls. An Artist engaged on an hourly basis may be called on a maximum of three (3) days, however the primary purpose of the second and third days should be to review and rehearse choreography that was set at the first call.

In the case of an Artist engaged on a per production basis, any anticipated service to be provided by the Artist during the run of the production as part of the negotiated fee shall be specified in a rider to the Opera Agreement Engagement Contract, and shall be subject to mutual agreement and the Artist's availability during the run.

The contractual fee shall be payable as agreed between the Fight Director and the Engager and will be set out in the Opera Agreement Engagement Contract. In the case of a per production contract, the Fight Director's Opera Agreement Engagement Contract shall be completed at the end of the day of the last public performance.

43:04 Meeting with Director and Technical Director - Fight Directors

The hours of work for a Fight Director shall include the Artist's participation in at least one (1) meeting with the Director of the production and the Technical Director, if required by the needs of the production. The Stage Manager shall be present if available. The purpose of the meeting shall be to convey necessary and sufficient information on the production in regard to set design, costume design, lighting design, props, weapons, and any other elements of the production which may affect the choreography and safe execution of the stage fighting. The Fight Director shall be advised if rehearsal has started prior to their engagement as Fight Director.

43:05 Travel – Fight Directors

The Engager shall provide round-trip transportation in accordance with Article 22:00. For non-continuous engagements, the Engager and the Fight Director will negotiate appropriate additional travel arrangements.

43:06 Fight Rehearsals

Understudies and replacement Artists require Fight Rehearsals which should be under the supervision of the Fight Director or a designate of the Fight Director approved by the Engager.

43:07 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 13:08 and 13:14.

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

43:08 Director and Choreographer Clauses

The following Clauses of Article 41:00 Stage Directors and Choreographers shall apply to the engagement of a Fight Director:

41:10 Royalties (for engagements of more than three (3) hours)

41:13(B) Rates for Preserved Performances (Recordings and Broadcasts) for visual recordings or broadcast of a production which includes a fight sequence or part thereof.

43:09 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 13:08 and 13:14 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 13:05.

(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.

43:10 Requirement for an Intimacy Director

It is the Engager's responsibility to determine if the staging shall require an Intimacy Director. Additionally, an Intimacy Director may be requested by the Director or the Performer who is engaged in onstage intimacy as defined in Clause 15:07 of this Agreement. An Artist's request shall not be unreasonably denied.

43:11 Engagement of an Intimacy Director

The Engager will consider existing Equity Intimacy Directors who have informed Equity that they are available for work before the Engager may engage an Intimacy Director who is not already an Equity Intimacy Director.

43:12 Contracts – Intimacy Directors

The Opera Agreement Engagement Contract shall specify the dates of engagement and anticipated rehearsal schedule. Any change to said dates or schedule shall be by mutual agreement between the Artist and the Engager, and shall be confirmed in a rider to the Opera Agreement Engagement Contract.

Clause 26:01 Continuous Engagement shall not apply to an engagement on a daily or per production basis. Clause 26:02 Guaranteed Period shall not apply to the engagement of an Intimacy Director.

The Artist may be engaged for one (1) or more hours, one (1) or more days, or any combination thereof, on a single Opera Agreement Engagement Contract.

However, the Artist may only be engaged on an hourly basis with limited requirements which can be appropriately set and rehearsed in no more than two (2) calls. An Artist engaged on an hourly basis may be called on a maximum of three (3) days, however the primary purpose of the second and third days should be to review and rehearse choreography that was set at the first call.

In the case of an Artist engaged on a per production basis, any anticipated service to be provided by the Artist during the run of the production as part of the negotiated fee shall be specified in a rider to the Opera Agreement Engagement Contract, and shall be subject to mutual agreement and the Artist's availability during the run.

The contractual fee shall be payable as agreed between the Intimacy Director and the Engager and will be set out in the Opera Agreement Engagement Contract. In the case of a per production contract, the Intimacy Director's Opera Agreement Engagement Contract shall be completed at the end of the day of the last public performance.

43:13 Meeting with the Director and Technical Director - Intimacy Directors

The hours of work for an Intimacy Director shall include the Artist's participation in at least one (1) meeting with the Director of the production and the Technical Director, if required by the needs of the production. The Stage Manager shall be present if available. The purpose of the meeting shall be to convey necessary and sufficient information on the production in regard to set design, costume design, lighting design, props, weapons, and any other elements of the production which may affect the choreography and safe execution of the onstage intimacy. The Intimacy Director shall be advised if rehearsal has started prior to their engagement as Intimacy Director.

43:14 Travel – Intimacy Directors

The Engager shall provide round-trip transportation in accordance with Article 22:00. For non-continuous engagements, the Engager and the Intimacy Director will negotiate appropriate additional travel arrangements.

43:15 Intimacy Rehearsals

Understudies must be present for all intimacy rehearsals, if available. Alternatively, if the understudies do not attend principal intimacy rehearsals, sufficient rehearsal time must be scheduled with the Intimacy Director for the understudies.

Intimacy Rehearsals are to be considered private and attendance of Artists other than those directly involved in the Onstage Intimacy at Intimacy Rehearsals is at the discretion of the Intimacy Director, in consultation with the Stage Director.

After the initial Intimacy Rehearsals have taken place, an appropriate representative from the Engager may attend subsequent rehearsals to ensure that the staging is in alignment with the Engager's artistic and corporate mandate.

43:16 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 13:08 and 13:14.

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

43:17 Director and Choreographer Clauses

The following Clauses of Article 41:00 Stage Directors and Choreographers shall apply to the engagement of an Intimacy Director:

41:10 Royalties (for engagements of more than three (3) hours)

41:13(B) Rates for Preserved Performances (Recordings and Broadcasts) for visual recordings or broadcast of a production which includes a fight sequence or part thereof.

43:18 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 13:08 and 13:14, 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 13:05.

(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.

44:00 TOURING

44:01 Contractual Fees

All contractual fees are payable in the legal tender of Canada.

In the United States, contractual fees payable shall not be less than the applicable minimum fees established by this Agreement or the American Guild of Musical Artists (AGMA), whichever is higher.

Where the presentation(s) will not tour to an AGMA signatory, Equity will consider a proposal from the Engager to waive this requirement.

44:02 Free Day

There will be one (1) day in each engagement week free of all performances, rehearsals or any other services or obligations to the Engager.

Such Free Days shall be no further apart than nine (9) consecutive days. For any service required by and given by the Engager after the ninth day, other than travel, the Artist shall be paid an additional two-eighths (2/8) of the Artist's weekly fee per day until the next Free Day occurs.

44:03 Tour Itinerary

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

44:04 Tour Itinerary and Mail

One (1) hard copy and one (1) digital copy of the tour itinerary will be made available to each Artist not later than two (2) weeks prior to the commencement of the tour. Any additions or changes in the itinerary must be announced to the company at least one (1) week in advance of such changes or as soon as the change is known. First-class mail must be forwarded from the company office to the Artists on tour at least once each week. The Engager agrees that the tour itinerary shall include the postal address of each hotel with postal and/or zip codes.

44:05 Travel Insurance

(A) Requirement

Equity will place travel insurance for all Artists for whom the placement of travel insurance is required by the provisions of this Agreement. This requirement includes, but is not limited to, local, regional, run-out and overnight tours.

(B) Plan

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

(C) Payment of Premiums

(i) Premiums

The applicable premium payments for the coverage are due in one of the Equity offices no later than thirty (30) days after the end of the calendar month in which the travel insurance was required.

(ii) Late Payments

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

(D) Monthly Billing Reminder

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

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

44:06 Travel Conditions

The Engager agrees to take all reasonable steps in an effort to obtain performance conditions for performances outside of the city of origin in accordance with Article 20:00 (Safe and Sanitary Places of Engagement).

The Engager further agrees to provide all organizations or individuals with whom it has contracted to present a touring production with a copy of the requirements specified in Article 20:00 and an explanation of their importance.

44:07 Routes of Travel

The Artist shall travel with the company by such routes as the Engager may direct. Travel time is deemed to be consecutive and all waiting periods between alighting from one (1) vehicle and boarding another vehicle shall be part of travel time. The Engager shall, at the Engager's 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.

Notwithstanding the above, when an Artist does not travel with the Engager, and has chosen to travel on their own, the Artist shall be responsible to pay for their own ground transportation between the Artist's home and the airport and between the airport and the hotel.

44:08 Return to the Point of Origin

(A) Under Contract

When an Artist remains under contract and is returned to the Point of Origin following an overnight tour, the Artist shall receive the applicable payments provided for in Clause 13:10(A)(ii).

(B) After Contract

Should an Artist's Opera Agreement Engagement Contract expire while on tour, the Artist shall be returned to the Point of Origin on the following day and shall receive one-seventh (1/7) of the Artist's weekly contractual in-town fee plus the applicable meal payments provided for in Clause 13:10(A)(ii).

(C) Application

The provisions of this Clause 44:08(B) apply only to those Artists whose weekly fee is less than one hundred and twenty-five percent (125%) of the applicable minimum weekly fee.

44:09 Supplied Lodging on Tour

The Engager shall provide and pay for lodging (including taxes) for the Artist while on tour, based on twin/double occupancy of a room. Supplied lodging will be of a standard equivalent to a three-diamond or star standard (as classified by CAA travel) except where no such class exists in which case the standard will be of an equivalent class which does exist as determined by similar travel websites (example: Expedia.ca). Supplied lodging may be hotel/motel, or short-term rental, however, no Artist will be billeted.

The Engager shall however provide single occupancy lodging for Soloists and Stage Management personnel. Where the Presenter or an entity other than the Engager is providing the lodging, the Artist will not receive compensation and the conditions for type of lodging will be the same as if the Engager were providing the lodging. Any Artist for whom there is no sharer shall receive single occupancy and shall not be required to triple.

The Engager will endeavour when securing lodging to protect the Artist against discrimination in terms of ethno-cultural origin or identity, colour, gender identity and/or expression, sexual orientation, age, disability, political or religious affiliation, citizenship, marital status, or any other basis prohibited by law.

44:10 Health Insurance

In addition to the travel insurance provided for in Clause 44:05(A), the Engager shall pay for health insurance for Artists on tour outside Canada. Where the Engager is unable to obtain health insurance for non-resident Artists, the Engager shall provide the full details of the tour necessary for the Artist to obtain their own health insurance coverage, and shall reimburse the Artist for the cost of such coverage up to the equivalent cost of coverage for a resident Artist. The Engager shall make every effort to ensure that the Artist obtains health insurance coverage prior to leaving their place of residence, and agrees to consider reimbursement beyond the provisions above where an Artist incurs additional expenses in obtaining such coverage.

45:00 TRANSPORTATION

45:01 Travel Time

(A) Limits

Where the total travel time exceeds:

(i) five (5) hours on a one (1) performance day;

(ii) eight (8) hours on a non-performance day;

the Artist shall invoice the Engager for additional services at the Rate 1 in Clause 13:09.

No travel is permitted on a two (2) performance day.

Travel time shall be limited to thirty-eight (38) hours per week (additional services hours excepted).

(B) Daytime Travel

Daytime travel shall be limited to ten (10) hours. Night travel is prohibited as expressed in the Clauses covering each method of transportation.

(C) Payment for Exceeding Travel Time

If the applicable travel time set forth in (A) above is exceeded, the Artists shall invoice the Engager for additional services at Rate 1 in Clause 13:09.

45:02 Route Sheet and Travel Log

The Engager shall submit to Equity, and the Equity Liaison(s) of the Company, a route sheet which shall contain places of performance, mileage between cities and estimated hours of travel. Said route sheet shall be submitted at least one (1) week prior to the commencement of the tour. Subsequent route sheets shall be submitted to Equity and the Equity Liaison(s) as further bookings are arranged.

A travel log will be kept which will contain at least the following:

- (i) departure and arrival times (each hotel)
- (ii) comfort stop times
- (iii) meal stop times

The Equity Liaison will initial the log daily, indicating only that the Equity Liaison is aware of the figures entered.

45:03 Rest Period Before Departure

There shall be an interval of at least eleven (11) hours between the final curtain, on any one (1) night, and the call for the next day's travel. In the case of consecutive days being completely devoted to travel with no performance, there shall be an interval of at least twelve (12) hours between the termination of one (1) day's journey and the beginning of the following day's journey.

45:04 Prohibited Travel Time

In no case shall bus or motor vehicle travel begin sooner than 8:00 a.m.

45:05 Rest Period Prior to Presentation

When the Artist is required to participate in a one (1) hour presentation after the conclusion of a trip, there shall be one (1) free hour from the time of arrival at the hotel to the time of the next call. If the time of presentation is less than two (2) hours but greater than (1) hour there shall be a one-and-a-half (1-1/2) hour free period from the time of arrival to the time of the next call and if the presentation time is greater than two (2) hours there shall be a two-and-a-half (2-1/2) hour period free from the time of arrival at the hotel until the time of the next call.

45:06 Rest Period Between Calls

In no case shall there be less than one-and-a-half (1-1/2) hours between the end of the previous rehearsal or performance and the "half-hour" or the Artist's next call. If a previous rehearsal or performance (or arrival in town) is less than one-and-a-half (1-1/2) hours prior to the "half-hour" or the Artist's next call, the Engager will arrange to serve a full meal and such meal shall be paid for by the Engager.

45:07 Tolerance for Delays

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

45:08 Prohibition on Exceeding Limits

No more than two (2) hours of travel which exceeds the limits as specified in Clause 45:01 may be scheduled on any one (1) day without the express consent of Equity. The Engager agrees that if any daytime trip exceeds seven (7) hours in computed travel time the Artist will not be required to rehearse.

45:09 Reimbursement for Travel Expenses

For a tour, the Artist shall be responsible for transporting the Artist's self and the Artist's personal hand luggage to and from the designated point of departure/arrival at the Point of Origin but the Engager will pay the cost of, or reimburse the Artist for, such transportation. Payment shall be made in the week said expenses were incurred by the Artist upon presentation of a receipt.

45:10 Proof of Insurance

The Engager agrees to submit proof to Equity, in writing, that the carrier company carries public liability insurance not less than one million dollars (\$1,000,000) on each vehicle employed.

45:11 Rail Transportation

The terms and conditions of railroad travel must be agreed upon between Equity and the Engager in advance of such travel before it may take place.

45:12 Transportation (Air)

The Artist may travel by airplane subject to the following conditions:

(A) Unwilling

Should the Artist be unwilling to travel by air, the Artist must advise the Engager before signing the Opera Agreement Engagement Contract (See also Clause 22:01). All flights shall be on regularly scheduled airlines, or, with special permission, on a chartered flight or military aircraft. Such permission by Equity will not be unreasonably withheld.

(B) Calculation of Travel Time

Air travel time shall be computed from the time of call for departure from the designated Point of Departure until time of arrival at destination (hotel or theatre) and is to include travel to and from airport, all waiting time at terminals, flight time and stopover time, and all delays of any nature, whatsoever, however caused, except that there shall be a two (2) hour tolerance for delays in departure caused by inclement weather, mechanical failure, delays in departure of commercial carriers, or other conditions over which the Engager has no control, including time lost going through customs and immigration at international borders.

(C) Time Zones

Where more than two (2) time zones are crossed in travel, rehearsals or performances on the same day must be arranged with Equity in advance otherwise the Artist shall not be required to rehearse or perform.

Should departure by airplane be cancelled, adequate lodging shall be provided each Artist including hotel room between 12:00 midnight and 8:00 a.m. in hotels where the entire company can be called for a flight simultaneously. Stop-over ceases when a hotel room is provided as above (between 12:00 midnight and 8:00 a.m.) but will recommence if a travel call is given before 8:00 a.m. If the journey recommences before 8:00 a.m. at the requirements of the Engager and not due to the airline's rescheduled departure, the Artist shall invoice the Engager for additional services at Rate 1 in Clause 13:09 per hour or part thereof up to 8:00 a.m.

(D) Cancelled Departure

Should departure by airplane be cancelled, adequate lodging shall be provided each Artist including hotel room between 12:00 midnight and 8:00 a.m. in hotels where the entire company can be called for a flight simultaneously. If the hotel room is not provided free of charge by the airline, the Artist shall not be required to pay for such hotel room if by doing so the Artist would be required to pay for two (2) hotel rooms within a single span of twenty-four (24) hours. The Engager shall reimburse the Artist for the cost of such lodging which is in excess of the cost of lodging chosen by the Artist prior to the beginning of the tour in accordance with Clause 44:10. Stop-over ceases when a hotel room is provided as above (between 12:00 midnight and 8:00 a.m.) but will recommence if a travel call is given before 8:00 a.m. If the journey recommences before 8:00 a.m. at the requirements of the Engager and not due to the airline's rescheduled departure the Artist shall invoice the Engager for additional services at Rate 1 (exceeding maximum hours of work), Rate 2 (invasion of overnight rest period) and Rate 3 (invasion of the free day) in accordance with Clause 13:09 per hour or part thereof up to 8:00 a.m.

(E) Travel by Artist Separate from Company

When the Artist travels separately from the remainder of the company, at the requirement of the Engager, the Artist must be provided with lodging equivalent to those of the rest of the company at all times.

(F) Night Travel

Night travel between the hours of midnight and 8:00 a.m. is prohibited.

45:13 Transportation (Boat)

The terms and conditions of boat travel must be agreed upon between Equity and the Engager in advance of such travel before it may take place. This Clause 45:13 does not however apply to ferryboat trips of three (3) hours or less which are governed (including transportation to and from the ferry), by the provisions of Clause 45:15.

45:14 Transportation (Bus)

(A) Comfort and Safety

The Engager agrees that the bus shall be equal in comfort, conditions and safety to those used by first-class long distance commercial bus companies. The bus shall be thoroughly cleaned each day and the driver will be responsible for the loading and unloading of luggage.

The Engager shall instruct the driver to obey all traffic regulations, and speed and safety rules.

(B) Replacement of Bus

In the event the bus used to commence a tour requires replacement, such replacement bus shall meet the same standards as to seating capacity, luggage facilities, ventilation and heating facilities as the original bus. Such replacement shall take place within no more than five (5) days from the date of the breakdown.

Where such replacement does not take place within the time specified above, the Artists shall have the right to refuse to travel by bus. Where such replacement bus arrives within the time specified above, but is not up to the standards of the initial bus, the Artists shall have the right to refuse to travel by bus. Should there be more than three (3) breakdowns in a one (1) month period Equity shall have the right to require the Engager to furnish a different bus.

(C) Calculation of Travel Time

Travel time shall commence and be computed from the time the bus is scheduled to leave. The Artist shall be prompt and punctual for all bus calls and shall make the Artist's baggage available for loading at least fifteen (15) minutes prior to the scheduled departure time.

If an Artist is responsible for a delay at any time, such delay shall not be counted as part of the travel time of the company. The Engager may, for the convenience of the company, schedule a pick-up at a second hotel, in which event travel time shall commence from the scheduled departure from the second pick-up. Computation of travel time shall end upon arrival of the bus at the first hotel in the town of destination.

(D) Comfort Stops

There shall be a minimum of one (1) comfort stop of at least ten (10) minutes during each two (2) hours of travel. The first ten (10) minutes of such comfort stops shall be deemed part of the travel time. Time beyond the first ten (10) minutes, if any, shall not be deemed part of the travel time.

(E) Meal Stops

Within the first four (4) hour travel period, there shall be a meal stop of not less than one (1) hour. After this first stop, meal stops shall occur at intervals not to exceed five (5) hours. If the trip does not commence until after twelve (12) noon, the first meal stop need not occur for five (5) hours. The actual time utilized for such meal stops shall not be considered part of the travel time.

(F) Arrival at Destination and Travel to and from Theatre

The bus, upon arriving at its destination, will immediately deliver the Artists to their hotels. In every case where the theatre and/or rehearsal venue is situated more than one-half (1/2) mile from the hotel, the Engager will provide transportation to the theatre and/or rehearsal venue. The time of the bus's departure shall be no later than forty-five (45) minutes after the final curtain. Should the Artist miss the bus, the Artist must arrange the Artist's own transportation at the Artist's personal expense.

(G) Prohibited Travel Time

Night travel between the hours of 10:00 p.m. and 8:00 a.m. is prohibited except where the Artists are transported back to their hotel after a performance, in which case such travel is permitted on condition that it does not exceed one (1) hour and that it is completed by 12:30 a.m.

45:15 Travel by Van, Mini Bus or Automobile

The Artist may travel by van, mini-bus, or automobile (or other vehicle with Equity's approval) according to bus clauses 45:14(A), (B), (C), (D), (E) and (F), and to the following conditions:

(A) Mechanical Certification

The Engager agrees that the vehicle used to transport the Artists shall be in first class mechanical condition to be attested to in writing by a licensed mechanic or provincial department of transport. A copy of this certificate shall be filed with Equity prior to the commencement of the tour upon request of Equity.

(B) Seating

The maximum number of passengers shall be no more than the number of seat belts installed in a vehicle.

(C) Luggage and Equipment

Luggage and equipment is to be safely stowed within the vehicle, provided it does not cause inconvenience to the passengers and does not obstruct or restrict the driver. No luggage or equipment shall be carried on the roof of a vehicle unless it is safely loaded, secured, and covered.

(D) All Season or Winter Radial Tires

All season or winter radial tires shall be used at all times during winter travel.

(E) Vehicle Maintenance

The Stage Manager and/or one of the drivers will be responsible for seeing that the safety of the vehicle is properly maintained according to a check list supplied by the Engager.

(F) Drivers

If a non-professional driver is to be used, said driver must be properly licensed to drive the vehicle according to the provincial regulations of the Engager's point of origin. If an Artist is required to drive the bus the Artist will be paid an additional fee as specified below per day or part thereof for this duty. No driver may drive more than four (4) consecutive hours excluding rest stops. No driver may drive unless said driver has had the applicable overnight rest period.

2025-2028	
Fee per day	\$26.89

(G) Road Conditions and Weather

When weather conditions indicate that travel could constitute a danger, the Stage Manager and the Equity Liaison together shall obtain a road/weather report from the police or department of transport in advance of intercity travel. When such report advises against travel, the Stage Manager and Equity Liaison, together have the right to postpone travel until conditions improve, and must notify the Engager of such conditions as soon as possible.

46:00 OVERSEAS RIDER

If the Engager desires to present the company outside of Canada and the continental United States, arrangements must be negotiated with Equity, in advance in writing. Such arrangements shall constitute an Overseas Rider to each Opera Agreement Engagement Contract, and will set forth the amendments to the terms and conditions of this Agreement for such tour. Amendments may include, but are not limited to, considerations for night travel, maximum travel hours, travel breaks, etc.

For travel outside of the continental United States and Canada, the applicable meal allowance shall be seventy-five percent (75%) of the C-Day 1-30 rate (including incidentals) for the city/region set by the National Joint Council or at the minimum set in Clause 13:10(A)(i), whichever is greater.

Equity will consider proposals for a reduction below these rates, provided that the Engager is able to demonstrate a commensurate reduction to the Artist's expenses.

In addition to this meal allowance, the Engager shall provide each Artist with lodging of a North American first-class standard, satisfactory to the Artist, at no cost to the Artist. The Engager will endeavour to provide single occupancy lodging for all Artists subject to availability, but as a minimum requirement, the Engager shall provide Artists engaged in a Supporting, Featured, or Lead role as well as stage management with single occupancy lodging.

47:00 SCHOOL TOURING AND COMMUNITY ENGAGEMENT PROGRAMS

The Provisions of this Article 47:00 may be utilized for the presentation of productions of approximately one (1) hour in length which are designed primarily for pre-school, primary, and/or secondary school age audiences. Additionally, the Engager may present full length programs as part of its Community Engagement activities. Community Engagement programs are activities in which the purpose is primarily to introduce or inform audiences about Opera by means of small-scale productions. Stage Management staffing for full scale productions will be in accordance with Clause 42:06. The Engager shall submit to Equity a description of its proposed production or season, including the anticipated performance schedules. Where Equity confirms the proposal meets the criteria of the terms and conditions of Article 47:00 shall apply.

The Engager undertakes to specify to an Artist to whom an Engagement is offered that the terms and conditions of Article 47:00 will apply to the Artist's engagement. This must be confirmed by a rider to the Artist's Opera Agreement Engagement Contract which must accompany the Opera Agreement Engagement Contract at the time of presentation to the Artist. Should this procedure not be followed the Artist may at the Artist's option withdraw from the Opera Agreement Engagement Contract forthwith and will receive payment for all expenses incurred and for any services rendered to date (including any return transportation costs).

47:01 Billing

Where no house boards are available and school and/or school board regulations do not permit distribution of a house program to students, one of the Artists will be given the responsibility of introducing the Artists, the Stage Manager, and said Artist's self to the audience. The Artist will also announce that they are a company of professionals who are Artists of Equity. (See also Article 29:00.)

47:02 Engagement of Equity Members

The Engager agrees to engage only members of Equity who shall be signed to Opera Agreement Engagement Contracts as per Article 27:00. Non-professionals may not be engaged except with prior written approval of Equity.

47:03 Hiatus

Any hiatus shall be stated and agreed to in the Opera Agreement Engagement Contract by the Engager and the Artist, otherwise such hiatus shall be deemed invalid. A hiatus shall be subject to the following terms:

(A) School Break

The Engager has the right to schedule a hiatus for the Company of up to one (1) week without remuneration during any official school break during the school year, provided that the engagement consists of not less than eight (8) paid-for weeks, and provided that there are no fewer than two (2) engagement weeks prior to and no fewer than one (1) engagement week subsequent to the hiatus.

(B) No Services Provided

Should such a hiatus take place, the Engager shall not be entitled to the Artist's services during the hiatus.

(C) Return Transportation to Artist's Place of Residence

The Engager further agrees that when such a hiatus takes place, it shall pay the cost of round trip transportation, as provided for in Clause 22:01, to and from the Artist's place of residence plus the amount as specified in Clause 13:10(A)(ii) for any day spent travelling to and from the Artist's place of residence, provided the Artist arrives at said Artist's destination prior to 10:00 p.m. For any such travel day involving a later arrival at the Artist's destination or an overnight stay in transit, the Artist shall be paid one-seventh (1/7) of the contractual fee, plus the applicable meal allowance as provided for in Clause 13:10.

47:04 Understudy Parts

All understudy parts shall be stated in the Opera Agreement Engagement Contract or in a rider to the Opera Agreement Engagement Contract no later than one (1) week before the first public performance. (See also Article 32:00 Understudies.)

47:05 Additional Duty

Each additional duty other than performing must be specifically negotiated before the original Opera Agreement Engagement Contract is signed and must be included in a rider to the Opera Agreement Engagement Contract.

47:06 First Aid Kits

First aid kits and emergency travel equipment will be provided and carried by the company at all times when travelling.

47:07 Requirement for Equity Stage Manager

The Engager must engage an Equity Stage Manager.

47:08 Company Rules Provided

Each Artist contracted to perform in a school tour will be provided with a copy of the Engager's company rules by the first rehearsal.

47:09 Work Week and Working Hours**(A) Definition**

The week is defined as the period from Monday to Sunday inclusive.

(B) Artist Deemed to be Working

In the following Clauses, when the Artist is required to perform, travel and/or rehearse, the Artist is deemed to be working.

(C) Rehearsals Prior to First Public Performance

Rehearsals before the first public performance are governed by Articles 16:00 Rehearsals and 17:00 Costume Fittings, and may take place on six (6) days of the week.

(D) Schedule Following the First Public Performance

After the first performance the Artist may be required to work on five (5) days of the week. There shall be two (2) free days each week, one (1) of which must be completely free and the other may be utilized for travel only.

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

Clause 15:05 shall apply except as amended herein.

(E) Maximum Working Hours in a Week

Beginning the day of the first public performance the working hours in a week shall not exceed forty-five (45) including all breaks and rest periods, where presentations are given in the point of origin and/or on a local tour(not overnight) and fifty (50) hours on tour (overnight and away from the point of origin). In the case of a week with both local and overnight touring, an additional one (1) hour for each overnight touring day shall be allowed to a maximum of fifty (50) hours.

(F) Working Day

(i) Maximum Hours

The day's work is limited to a maximum of ten (10) hours from the time of pick-up at the designated pick-up point to the time of return to that point.

(ii) Meal Break

The ten (10) hours shall include a one (1) hour meal break during which the Artist may not be required to work or provide any service for the Engager including travel.

The meal break may be adjusted to one-half (1/2) hour provided that such a day's work is limited to eight (8) consecutive hours.

In any event the applicable meal break must occur after not more than five (5) hours of work unless all the Artists agree to postpone the meal break until a more convenient time. Except in such an instance, the Artist shall invoice for additional services at Rate 1 in Clause 13:09 for continuous work in excess of five (5) hours.

(iii) Extension of Hours

On a day where one (1) school presentation and one (1) evening community program are scheduled, the day's work may be extended to a maximum of twelve (12) consecutive hours provided the Artists have three (3) consecutive hours of free time (not including a one (1) hour meal break) between the end of service for the first presentation and the call for the evening presentation(s).

(iv) Pre-Performance and Post-Performance Time for Artist

There will be a fifteen (15) minute allowance for the Artist to get out of costume and make-up prior to the commencement of the meal break.

The Engager will ensure that the performing Artists have a period of at least fifteen (15) minutes prior to each presentation solely to prepare the Artist's self for the performance.

For presentations longer than one-and-a-half (1-1/2) hours this period shall be increased to thirty (30) minutes (see Half-Hour Call).

(G) Overnight Rest Period

There shall be a twelve (12) hour overnight rest period between the end of work one (1) day and the beginning of the work on the next day. (See Clause 16:03(B)). In any event the first call of the morning cannot be before 7:30 a.m.

(H) Notification of Touring Status

The Engager will endeavour to notify the Artist at least two (2) weeks in advance of the in-town or touring status of any given week. At least twenty-four (24) hours' notice shall be given of any change in the schedule.

(I) Week with In-Town and Out-Of Town Performances

In the case of a week with both in-town and out-of-town performances, fees shall be pro-rated at one-seventh (1/7) of contractual fee, whichever is applicable for each day.

(J) Maximum Number of Presentations Per Five Day Week

There may be a maximum of ten (10) presentations of approximately one (1) hour in duration per five (5) day week.

However, in a week which contains at least one (1) presentation in excess of one-and-a-quarter (1-1/4) hours (curtain to curtain) the maximum performance time in such a week may be increased to twelve-and-a-half (12-1/2) hours. There may be no more than five (5) such presentations in any engagement week. In no event shall the performance time in one (1) day exceed approximately three-and-a-half (3-1/2) hours.

The maximum running time of any presentation, inclusive of intermissions within a presentation, but exclusive of intervals between presentations or half-hour calls (if applicable) shall not exceed two-and-a-half (2-1/2) hours.

For the purpose of this Clause 47:09(J) the calculation of performance time shall be in increments of one-half (1/2) hour or part thereof.

There may be no more than two (2) presentations per day but each may be in a different location.

(K) Take-Ins, Set-Ups, Strikes or Take-Outs

If the Artist is required to supervise or assist with take-in, set-up, strike or take-out, this requirement must be negotiated and agreed upon before the Opera Agreement Engagement Contract is signed and must be included in a rider to the Opera Agreement Engagement Contract.

Nevertheless, it is agreed that no Artist shall be required to move, lift or carry scenery or equipment beyond the Artist's physical capability. In a case where the Artist is literally moving scenery and equipment as opposed to supervising the movement of same and the total time involved in these operations exceeds one (1) hour for each presentation, the Artist shall invoice the Engager for additional services at Rate 1 in Clause 13:09.

Where the Artist is required to assist with the take-in or take-out in extreme temperatures, the Engager shall ensure the Artists have appropriate clothing and support for working in extreme temperatures (workwear, boots, gloves, warmers, etc. in cold weather and cooling devices/facilities, etc. in hot weather) and shall also provide additional assistance to the Artists. In winter months, the Engager shall ensure all access in and out of the venue is clear of ice and snow. In all cases, the health and safety of the Artist must be the priority.

(L) Payment for Work Done in Excess of Weekly and Daily Limits

For any work done in excess of the weekly and/or daily limits specified herein, the Artist shall invoice the engager for additional services at Rate 1 in Clause 13:09.

(M) Payment For Excess Performances

Notwithstanding (L) above, a sum equal to two-tenths (2/10) of the weekly fee shall be paid for each performance over ten (10) in each week or over two (2) on each day.

(N) Brush-Up and Cast Replacement Rehearsals

Brush-up and cast replacement rehearsals must take place within the ten (10) hour work day and the fifty (50) hour work week specified herein.

(O) Service on the Free Day

The Artist shall not be required to perform any service whatever for the Engager on the designated free day. If the Artist consents to work on the Free Day at the request of the Engager, the Artist shall invoice the Engager for additional services at Rate 3 in Clause 13:09.

47:10 Travel

(A) Travel by Motor Vehicle

If travel is by motor vehicle, Articles 44:00 and 45:00 will apply except as amended herein.

(B) Daily Hours of Travel

The daily hours of travel will be in accordance with the limits of work specified in Clause 47:09 except that the rest period requirement (Clause 45:03) shall be adhered to at all times when travelling. The first call of the day must not take place before 7:30 a.m. Clause 45:06 shall not apply.

47:11 Clauses Not Applicable

Except as amended herein Article 47:00, the following Clauses do not apply: 45:01, 45:03, 45:04, 45:05, and 45:06.

48:00 DISPUTE RESOLUTION

The parties hereto agree to adhere to and be bound by the following: except as provided by hereinafter, this Article 48:00 will be subject to and construed by the laws of the Province in which the Engager has its Point of Origin.

48:01 Disagreement Between the Engager and Equity

When there is a disagreement between the Engager and Equity regarding:

- (i) the interpretation, application or operation of this Agreement; and/or
 - (ii) whether or not there has been a breach of this Agreement; and/or
 - (iii) whether there has been a breach of an Opera Agreement Engagement Contract;
- then Equity shall provide the Engager with a written interpretation of the Agreement. Where the Engager disagrees with the written interpretation, the Engager shall make a written request within five (5) business days to Equity to meet to discuss the disagreement.

Both parties shall meet within fourteen (14) days of the request being received, or on a mutually agreed date. At such meeting, either party may have 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.

At such meeting, both parties shall endeavour to settle the disagreement amicably.

Should the Engager not provide a written request for the meeting to Equity within five (5) business days, Equity's written interpretation shall prevail.

48:02 Demand for Arbitration

If the matter is not resolved at this meeting to the satisfaction of the Engager, the Engager shall inform Equity within fourteen (14) days from the date of the meeting to inform Equity in writing of its desire to present the matter to an arbitrator. If the Engager does not demand arbitration within the said two (2) weeks, then the Engager shall be bound by the written ruling of Equity.

48:03 Equity's Power to Act

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

48:04 Demand for Arbitration

The Engager or Equity may demand arbitration for any dispute which may arise out of this Agreement.

48:05 Notice in Writing

A demand for arbitration shall be given by the party demanding arbitration to the other party by sending notice in writing by registered mail or fax, return receipt requested, to the other party at the last known business or residence address.

48:06 Specifics of Notice

A notice of demand for arbitration shall set out the matter in dispute and the relief claimed.

48:07 Appointment of Arbitrator

The parties shall agree on an Arbitrator as soon as possible after the sending of the demand for arbitration and if no agreement on the appointment of an Arbitrator can be reached, then they, or either of them, shall request the Minister of Labour of the Province in which the arbitration is to take place to appoint an Arbitrator.

48:08 Procedure for Arbitration

The Arbitrator shall appoint a date and time for a hearing of the matter in dispute and both parties may appear and may call witnesses and may give such evidence as they deem just and proper.

48:09 Rulings of the Arbitrator Binding

The parties hereto agree to be bound by and to comply forthwith with the findings, rules and time limits set forth by the Arbitrator so appointed.

48:10 No Recourse to a Court of Law

The parties to this Agreement agree that no recourse shall be had to a court of law by either party unless and until the other party has failed to comply with these rules of arbitration.

48:11 Binding Nature of Arbitration

The parties to this Agreement agree that all disagreements and differences between the Engager, Equity and any Artist bound by this Agreement concerning its interpretations, application, operation or any alleged violation thereof, including any question as to whether any matter is covered by this Section or not, shall be finally and conclusively settled through arbitration under these Clauses without stoppage of work or other job action, except for the withdrawal of services by the Artist provided for in Clauses 13:04, 20:13, and 25:02 of this Agreement.

48:12 No Modification of Agreement

Nothing herein contained shall be deemed to give the Arbitrator the authority, power or right to alter, amend, change, modify, add to, or subtract from, any of the provisions of this Agreement.

48:13 Discipline

Where the Artist fails to comply with these rules of arbitration, then Equity may discipline the Artist in accordance with the rules of Equity.

48:14 Failure to Comply

Where the Engager fails to comply with these rules of arbitration, then Equity may declare that the Engager has committed a breach of this Agreement and may:

- (i) allow no Artist to be engaged or to continue to be engaged by the Engager;
- (ii) require the Engager to pay forthwith all Artists withdrawing from their engagement:
 - (a) all monies accrued and owing to the Artist; and
 - (b) as liquidated damages, an amount equal to all monies that would be payable to the Artist if the terms of the Agreement and Clauses were completed, provided that no amount for liquidated damages shall be less than an amount equal to two (2) weeks' contractual fee;
- (iii) deduct forthwith from any security posted by the Engager the monies payable under Clause 48:14(ii).

48:15 Arbitrator's Compensation and Expenses

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

48:16 Award of the Arbitrator Binding

The award of the Arbitrator shall be final and binding subject to the right of either party to have recourse to a court of law (in applicable Province).

49:00 CONCERTS, CASUAL ENGAGEMENTS, RECITALS, ARTIST APPEARANCES, AND DEVELOPMENT ACTIVITIES

49:01 Concerts, Casual Engagements, Recitals

(A) Definition – Concert

A “Concert” is defined as a performance which involves no elements of theatrical staging (Director and/or Choreographer), sets, props or costumes. A public presentation by one (1) or more Artists performing unstaged Opera excerpts is a concert.

(B) Engagement of Stage Management

The engagement of Stage Management shall be by mutual agreement between the Engager and Equity.

(C) Engagement of Artist

An Artist shall be engaged under the terms of the Agreement in respect of the concert performance of an Opera, Operetta or piece of Musical Theatre, complete or in part, or a selection of same. The terms and conditions of this Agreement shall apply except for the following:

(i) Reduction of Minimum Term

The minimum term of an Artist's engagement may be reduced at the Engager's discretion provided that the Artist receives not less than the equivalent of one (1) week's fee. Should the term of an Artist's Opera Agreement Engagement Contract exceed one (1) week then the Artist shall be paid at the rate of one sixth (1/6) of the weekly contractual fee per additional day in accordance with Clause 13:03. Continuous engagement, in accordance with Clause 26:01, shall also apply.

(ii) Casual Engagements – Two Days or Less

Notwithstanding (A) above, the minimum term of an Artist's engagement for Benefits, Fundraisers, unstaged Concerts or “one-off” presentations promoting the activities of the Engager which do not replace previously announced and/or contracted programming and do not exceed two (2) days of continuous engagement, may be contracted under the casual engagement provisions. The minimum fee for the engagement of an Artist for a casual engagement shall be based on the applicable minimum weekly fee.

2025-2028	
Fee for rehearsals (minimum 3 hour call)	1/30 of the weekly fee per hour
Fee for performances (maximum 3 hour call)	1/5 of the weekly fee per performance/presentation

(iii) Concert or Recital as Part of a Pre-Packaged Show

Notwithstanding (A) and (B) above, Equity will permit an Artist who is a member of a self-contained group to perform a Concert or recital as part of a pre-packaged show (produced by the Artist for repeated performances in various venues) to waive their right to be engaged on an Opera Agreement Engagement Contract. The Artist shall be required to provide to Equity a confirmation to this effect, not later than one (1) week prior to the engagement.

49:02 Promotional Recital/Performance

A “Promotional Recital/Performance” is a specific activity of the Engager with a public presentation involving no elements of theatrical staging, sets props or costumes to facilitate the Engager's donor and subscription outreach and/or promotion of a specific production.

No Artist shall be required to participate in a Promotional Recital/Performance unless the full details of the performance including but not limited to the date, time, repertoire and negotiated fee are specified in a rider to the Artist's Opera Agreement Engagement Contract. The rider shall be negotiated with the Artist not less than one (1) week prior to the Promotional Recital/Performance.

An Artist's performance at a Promotional Recital/Performance shall be limited to a maximum of two (2) arias from the Artist's repertoire.

A Promotional Recital/Performance shall not be scheduled on a performance day or free day. Rehearsal on a Promotional Recital/Performance day shall be limited to one (1) rehearsal call of a maximum of three (3) hours and the orchestra shall not be called to this rehearsal. No other rehearsal call may be scheduled on this day.

For Artists engaged at the minimum fees, all time involved in rehearsals for a promotional recital/performance, or the recital/performance itself shall take place within the allowable hours for rehearsal in a rehearsal week, or within the allowable hours of rehearsal or number of performances in a performance week, unless the Artist negotiates a separate fee and is signed to a separate engagement contract.

For Artists engaged above the minimum fees, their engagement contracts may be inclusive of participation in promotional recital/performance activities as long as it is negotiated with the Artist and is stipulated in a rider to their Opera Agreement Engagement Contract.

It is not the intention of this Clause 49:02 Promotional Recital/Performance to reduce the Concert and Recital provisions of Clause 49:01 of this Agreement. The engagement of Stage Management shall be by mutual agreement between the Engager and Equity.

49:03 Promotional Activities and Events/Apearances

Artists may attend promotional Activities and Events/Apearances without performance elements, including company dinners, fundraising, and other activities/events designed to facilitate the Engager's donor and subscription outreach and/or promotion of a specific production at their own discretion.

Artists may not be required to do so as a function of their engagement contract unless specifically negotiated and agreed upon at the time of contracting, or as provided for in a rider to their Opera Agreement Engagement Contract.

49:04 Development Activities

The following engagement provisions shall apply to workshops for the development of a new translation or adaptation of existing repertoire and new works undertaken by the Engager in addition to ongoing Mainstage, Second Stage and Third Stage activities. The focus of these activities is understood to be on process rather than on production with an emphasis on the development of the work and not performance. The provisions of this Clause 49:04 do not apply to full scale productions or any presentation which utilizes sets, props, costumes or staging.

The work week is based on no more than thirty-six (36) hours of activity per week.

The minimum fee for a development activity shall be based on the applicable minimum weekly fee (Second Stage).

2025-2028	
Hourly (minimum 3 hour call)	1/36 of the weekly fee per hour
Daily (maximum 6 hours)	1/6 of the weekly fee per day
Weekly (maximum 6 days)	Weekly fee

Clause 26:01 Continuous Engagement and Clause 26:02 Guaranteed Period shall not apply to the engagement. Rehearsals shall be scheduled in accordance with Clause 16:08(A)(i).

The Artist shall not be required to have been coached or to have memorized the music or text of the role prior to rehearsal.

No full production of a workshop or development activity shall be permitted within eight (8) weeks of the conclusion of the activity, however in exceptional circumstances, Equity will consider a reduction to this period.

Clause 28:01 Exclusive Service shall not apply to the engagement of the Artist, and the Artist or the Engager may terminate the Opera Agreement Engagement Contract without penalty under the following conditions:

- (i) Daily or hourly engagements – no less than forty-eight (48) hours' written notice.
- (ii) Weekly engagement – no less than one (1) week's written notice.

There shall be no public presentation. In cases where donors and/or funders are invited to the final presentation, the Artist shall be notified at the time of signing the Opera Agreement Engagement Contract and there will be no expectation that the Artist will work off-book.

Stage Managers will be engaged when the elements included require their services and the engagement of Stage Management shall be by mutual agreement between the Engager and Equity.

The complete terms and conditions of the Agreement shall apply, except where amended herein.

50:00 EXPIRATION OF THIS AGREEMENT

50:01 Expiration Date

All Opera Agreement Engagement Contracts with Artists which expire after June 30, 2028, shall be deemed subject to such new Agreement as may be entered into between Equity and the Engager for the next or succeeding seasons.

50:02 Submission of Proposals

The Engager and Equity agree to submit proposals to each other for a new Agreement not less than two (2) weeks prior to the commencement of negotiations for such Agreement, unless otherwise mutually agreed.

APPENDIX A CATEGORIZATION OF ROLES

The Categorization of Roles as agreed upon between Equity and the Engager is available for download at www.caea.com.

Preamble

It is understood by Equity and the Engager that the Categorization of Roles and chorus minimums form an integral part of the Opera Agreement, and that these categories and definitions will be used in determining role categorization and chorus minimums for new works.

(A) Categorizations: (L = Lead, F = Featured, S = Supporting, B = Bit, CB = Chorus Bit)

(i) Leading Role: A Major, Principal Role “(L)”

A primary character (or characters) in the Opera from whom all action spreads and around whom all action comes together. A protagonist or antagonist. The heroine, the hero, the villain or the victim whose pivotal position at the center of the plot is eminently vital to the development of the story. A leading role, in addition to its focal position in the plot, bears the greatest vocal and dramatic responsibility in the opera.

(ii) Featured Role: A Distinct Outstanding Role Given Special Prominence “(F)”

Not as dominant as a leading role, and not focal in its position relative to the plot. A distinguished character nevertheless, usually requiring a quality voice and/or exceptional acting ability, dramatic presence, unique vocal range and/or vocal virtuosity. The role may have an important aria, duets, a complete scene or a complete act. “Feature” status may also apply to a prominent character involved in the intricate ensemble of an opera whose relationship has a complementary significance to the development of the plot, and who maintains vocal and dramatic presence throughout the opera.

(iii) Supporting Role: A Secondary, Intermediate, Auxiliary Role “(S)”

Sustains and strengthens the plot, while maintaining vocal and acting support throughout the action of the opera. A supporting role may have an aria or a duet, considerable amount of ensemble singing or particular acting requirements. It may be that a supporting role is not a sung role, but a significant Spoken “(Sp)” role. A supporting role may not, however be a Mute “(M)” role. Somewhat shorter roles which none the less fit the profile outlined above in their importance and connection to the plot are also classified as supporting.

(iv) Bit Role: A Small Role “(B)”

A minor role of limited size and scope in vocal and artistic demands, and of a lesser importance and intensity relative to the plot. It may be a sung, Spoken “(Sp)”, or Mute “(M)” role. A Bit role usually features at least several solo phrases of music or spoken lines; however, or it may also refer to a Mute “(M)” role which appears as a named character in the cast list (face page) of the musical score. It is usually performed by a Soloist, but may also be assigned to a Chorister or Ensemble Studio member.

(v) Chorus Bit Role: A Small Role of Short Duration performed by a Chorister “(CB)”

In most cases a “Step-Out” sung, or Spoken “(Sp)” role ranging from a single word to no more than a few solo phrases of music or lines of dialogue that is separate and unique from the music and text sung by the rest of the chorus. The role may be labeled generically (e.g. “Solo”, “A Man”), or may be a named character that appears in the cast list (face page) of the musical score. A chorus bit role may possibly require a costume change, in a brief scene not involving the chorus.

(B) Versions

It is acknowledged that many versions of the standard repertoire exist, and sung and/or spoken lines are customarily truncated in performance. These factors may affect the classifications of the roles as cited in this Appendix, reducing those roles in importance. In the case where cut lines or music result in the excising of a role in its entirety, it is understood that the character in question is omitted from the cast.

(C) Mute Roles (M)

In the case of a Mute "(M)" role (with no sung or spoken lines), which appears as a named character in the cast list (face page) of the musical score, the role shall first be offered to an Equity Artist appropriate for the role (i.e. Chorister, Ensemble Studio member, Dancer, or Actor) already engaged under a weekly contract in the production in question. The Artist will be credited in the Cast of the printed house program, however it is understood that the Artist accepting the role will not receive any compensation for this role over and above the Artist's contractual fee. Artists accepting these roles may need to be available for rehearsal outside of the regular chorus rehearsal hours, and such availability would be a condition of accepting the role.

Where an appropriate Artist is not available and/or interested in accepting the Mute role, and where the role does not require any special theatrical skill or training, the role may be filled by a Supernumerary.

APPENDIX B SIDE LETTER ON ELECTRONIC CONTRACTS

Upon request by the Engager, Equity shall provide electronic Opera Agreement Engagement Contract templates. The templates shall not be modified in any way, and any such modification shall be considered a breach of this Agreement and render the Opera Agreement Engagement Contract null and void at the option of Equity. Use of electronic Opera Agreement Engagement Contract templates is contingent upon the Engager maintaining sufficient security year round in accordance with Article 25:00 of this Agreement.

APPENDIX C SIDELETTER ON EQUITY, DIVERSITY AND INCLUSION TASKFORCE

The Engagers and Equity are committed to redressing systemic exclusion in our shared ecology, and to expanding engagement opportunities for Artists who identify with historically underrepresented groups, so that the practice of opera honours and reflects the wide diversity of performance, processes, bodies, and identities in our society.

It is additionally acknowledged that opera in Canada is practiced on the traditional lands of First Nations, Inuit, and the Métis Nation, and that settler artists and institutions have benefitted from colonial structures and systemic racism to the detriment and exclusion of Indigenous artists and art practices. The Engagers and Equity further commit to building respectful relationships with Indigenous communities through listening, learning, collaboration, and the meaningful sharing of resources.

(A) Joint Undertaking

The Engagers and Equity recognize that measurable progress towards truly inclusive participation in our shared ecology requires urgent, systemic, and sustainable shifts in both practices and infrastructures. Both parties are committed to ongoing training and dialogue with their respective memberships to advance inclusion and will take actionable strides to engage and consult with historically underrepresented groups to redress systemic oppression and exclusion.

The Engagers and Equity will establish a Taskforce to collaborate on joint anti-oppression initiatives, including the establishment of resources for anti-oppression strategies and best practices to support the work of Engagers and Artists in advancing social justice. This committee will meet no less than once per year to monitor the ongoing effectiveness of this article.

SCHEDULE – MANITOBA OPERA ASSOCIATION

1. For limited movement or choreographic sequences of up to three (3) minutes, Manitoba Opera Association may engage an Equity Choreographer, who is resident of the point of origin, with a minimum call time of three (3) hours and a maximum of fifteen (15) hours of rehearsal, for an hourly fee not less than the amounts indicated below.

	2025-2026	2026-2027	2027-2028
Hourly	\$101.63	\$104.68	\$107.82

Manitoba Opera Association shall supply the complete details of such an engagement to Equity no later than four (4) weeks prior to the commencement of rehearsals.

2. Amendment to Preamble C

The term “Artist” in this Agreement shall mean all the categories listed in Preamble C, with the additional exception:

Choreographers who are engaged as Dance Rehearsal Directors or choreographers with the Royal Winnipeg Ballet, who are not members of any professional performing artists’ association, and who will be included in the non-professional checklist to be filed with Equity in accordance with Clause 13:16.

3. Amendment to Preamble C

The term “Artist” in this Agreement shall mean all the categories listed in Preamble C, with the additional exception:

Dancers who are students of the Royal Winnipeg Ballet School, who are not members of any professional performing artists’ association, and who will be included in the non-professional checklist to be filed with Equity in accordance with Clause 13:16.

4. The complete terms and conditions of the Opera Agreement shall apply, except where amended herein.

SCHEDULE – CALGARY OPERA

Preamble

The focus of the McPhee Artist Development Program (hereafter MADP) is on the training and development of aspiring performing artists and is funded by Calgary Opera as a key component of its ongoing commitment to supporting Canadian talent.

The two-year program is intended to benefit Canadian singers, selected by annual auditions in a cross-Canada tour, who have completed pre-professional training in an opera program or university. It serves as a bridge between academic programs and the professional world of opera, offering the experience and practical skills necessary to succeed as self-employed professionals in a highly competitive performing environment. Should the Engager wish to engage a non-Canadian singer in any given program year, the Engager will contact Equity for approval, and approval will not be unreasonably withheld.

The following terms and conditions shall apply to the MADP:

1. Program Duration:

No paid period shall be less than one (1) week in duration. The anticipated schedule for each season, including the unpaid hiatus periods, shall be attached as a rider to each Opera Agreement Engagement Contract. This program shall not be less than twenty-two (22) weeks in duration exclusive of an unpaid hiatus over the December holiday season.

Dates of the MADP are subject to change.

2. Number of Artists:

Calgary Opera shall engage for training not fewer than four (4) Singers in the MADP during each season 2025-2028. As a condition of engagement, all Artists become members of Equity, and shall be members in good standing during the entire term of their engagement.

3. Program Elements

(A) Role Assignment

A "McPhee Artist" is guaranteed a minimum of one (1) role assignment (Featured, Supporting, or Bit) or understudy assignment for a Featured, Supporting or Bit role in a mainstage production in each Season. A McPhee Artist will not receive additional compensation for these assignments. In the case where there is not a role appropriate to a particular McPhee Artist's voice in any given Season, the Engager will advise Equity. It is understood that in that case participation in the Chorus may be sufficient to fulfill the role assignment requirement.

A McPhee Artist assigned a Lead role in a mainstage production will be compensated in accordance with Clause 13:08 Minimum Fees for the duration of rehearsal and performances.

(B) Roles Stated on OPA Engagement Contract

The specific roles (including understudy roles) and productions (with relevant dates) in which the McPhee Artist will perform shall be clearly stated on the McPhee Artist's OPA Engagement Contract. Additional assignments determined after the OPA Engagement Contract is signed, and agreed to by the Artist, will be provided for in a rider.

(C) Role Assignment Cancelled or Changed

However, a role assignment may be cancelled by mutual agreement between the McPhee Artist and Engager and there shall be no reduction to the McPhee Artist's fee. Where appropriate due to the development of the McPhee Artist or based on changes in the McPhee Artist's voice or professional aspirations, the McPhee Artist's role assignment may be changed by mutual agreement between the McPhee Artist and the Engager without additional compensation, Equity consenting. In such case, the Artist shall be relieved of any further obligation to rehearse, understudy, or perform the originally contracted role assignment. Additional roles may not be added without additional compensation.

(D) Requirement to Participate in Programs

Additionally, the McPhee Artist may be required to rehearse, perform, and participate in the following programs:

- (i) individual voice lessons, vocal coachings, voice, diction, and language classes;
- (ii) stagecraft, movement, dance, and stage combat coachings and classes;
- (iii) other musical, dramatic, and career coachings, classes, and professional development programs;
- (iv) masterclasses;
- (v) individual artist and subject matter expert lectures;
- (vi) lecture and workshop demonstrations;
- (vii) recitals, concerts, and other performance programs;
- (viii) McPhee Artist productions;
- (ix) promotional work for Calgary Opera, including for donors, institutional funders, and sponsors;
- (x) workshops, concerts, lecture demonstrations, capsule or mini-versions of an opera, complete performances of an opera;
- (xi) meetings called by the Engager;
- (xii) residency programs;
- (xiii) learning and community engagement programming for audiences of all ages, including but not limited to school touring; and
- (xiv) special Chorus situations as follows:
 - (a) the McPhee Artist performing as a Soloist and/or assigned to understudy a role may also sing Chorus parts; and
 - (b) the McPhee Artist performing in a Chorus bit role may also sing Chorus parts; and

- (c) where the McPhee Artist is expected to perform as a member of an ensemble designated by the composer as a recognizably individual character.

It is understood that a primary aim of the program is to provide training to the Artists, and that each McPhee Artist will receive a minimum of sixty (60) hours of training in accordance with (i) through (v) above in each Season.

4. **Maximum Working Hours:**

In weeks where the Artist is involved in a production, McPhee Artists may be required to rehearse up to six (6) hours out of a span of twelve (12) hours per day to a maximum of thirty-six (36) hours per engagement week.

In non-production weeks, McPhee Artists may be required to participate in programs up to six (6) hours out of a span of ten (10) hours per day, to a maximum of thirty-six (36) hours per engagement week.

Within the allowable span as provided for above there may be one (1) additional hour per day that will be used for non-performance related activities that do not involve singing. Such activities include advanced instruction in foreign language, diction, financial literacy, and entrepreneurial management.

5. **Free Day**

When working on a mainstage production, a McPhee Artist must not be scheduled for any other MADP activities on their Free Day.

6. **Compensation:**

The weekly Point of Origin (In-Town) Rates shall be as specified below:

	2025-2026	2026-2027	2027-2028
Point of Origin Rates - Weekly	\$927.39	\$955.21	\$983.87

7. **Return Transportation:**

Calgary Opera will provide for one (1) round trip transportation per season to an MADP Singer; an easement to Article 22:00 Transportation of the Opera Agreement.

8. **Auditions:**

The Engager will provide an accompanist for all MADP auditions.

9. **Application of the Agreement:**

The complete terms and conditions of the Opera Agreement apply to the MADP, except where amended herein.

SCHEDULE – OPERA ATELIER

1. Dancer Coaching Sessions

Dancers engaged in a production will also be required for part-time coaching sessions on weekends prior to start of regular rehearsals (e.g. a week's fee for 30 hours may be spread out over a number of weekends). Opera Atelier will add all applicable partial week payments to the contracts and deduct insurance for each week to cover the coaching sessions. It is understood there may be a hiatus between the coaching sessions and rehearsals. This schedule will be detailed in a rider to the Artists' engagement contracts, copies of which are to be filed with Equity.

2. Third Rehearsal Call

Artists may be called for a third rehearsal call in a day provided that the number of hours in the day does not exceed six (6) hours and no call is less than one (1) hour. For the following day, Artists will be asked by stage management to participate in the third call, and such request will be made prior to the issuing of the daily schedule for the next day. Each Artist has the right to decline a third call in a day without any reprisal. It is understood that the third rehearsal call provisions apply only to principal singing cast, and not to dancers or chorus.

3. Touring

- (a)** For the purposes of a tour, Opera Atelier may reopen a Production within less than a four (4) week period.
- (b)** Opera Atelier may reduce the Stage Manager's preparation period from one (1) week to three (3) days if the Stage Manager going on tour is the same Stage Manager who was engaged for the Production, that Stage Manager had no less than one (1) full week of prep for the Production, and the Production and the tour take place within the same Season.
- (c)** The length of the engagement period may be less than the two-week minimum for Dancers and Stage Managers, and for all Artists each tour stop may be engaged separately. Artists may be engaged for tours on a non-continuous basis with hiatus periods between tour stops.

OPA

2025 - 2028

Canadian Actors'
EQUITY
Association

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