

RWBA

begins July 1, 2023 | terminates June 30, 2026

ROYAL WINNIPEG BALLET AGREEMENT

2023 -2026

Canadian Actors'

EQUITY
Association

CANADA'S ROYAL WINNIPEG BALLET



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PREAMBLE

Royal Winnipeg Ballet Agreement (hereinafter called "Agreement") made between Canadian Actors' Equity Association (hereinafter called "Equity"), and the Royal Winnipeg Ballet (hereinafter called "Engager").

1:00 ARTISTS COVERED

1:01 Recognition of Equity

The Engager hereby recognizes Equity as the exclusive bargaining agent for all Artists engaged to perform the function of actor (including mime, narrator), singer, dancer, production stage manager, stage manager, assistant stage manager, stage management apprentice, stage director, assistant stage director, fight director, fight captain, intimacy director, intimacy captain, choreographer, assistant choreographer, dance captain, ballet master, resident choreologist, coach or repetiteur engaged by the Engager with the exception of singers covered by the 1996 understanding between Canadian Actors' Equity Association and the American Federation of Musicians (now known as Canadian Federation of Musicians).

1:02 Exclusive Representation

The Engager recognizes Equity as the exclusive representative of all the Artists enumerated in Clause 1:01 for the purpose of the administration and interpretation on their behalf of matters within the purview of this Agreement.

1:03 Engagement of Other Artists

This Agreement applies primarily for the purpose of contracting Dancers and Stage Managers for productions by the Engager. Should the Engager contemplate the engagement of any other Artist, as identified in Clause 1:01, Equity and the Engager agree to enter into negotiations for the engagement of the Artist in a timely fashion.

1:04 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 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.

1:05 Application of Benefits

The Engager agrees that the provisions of this Agreement shall apply to and inure to the benefit of all Artists engaged by the Engager, or by an affiliate, subsidiary or the like, of the Engager, directly or indirectly, or through agents or independent contractors, notwithstanding herein to the contrary.

2:00 MEMBERSHIP IN EQUITY

2:01 Members of Equity in Good Standing

The Engager agrees that, during the term of this Agreement, unless otherwise provided for herein, all Artists engaged by the Engager will be members of Equity in good standing or will promptly become members of Equity in good standing, and will engage such Artists only as long as they remain such members in good standing.

2:02 Membership

Equity agrees that it will accept as a member of Equity any Artist the Engager wishes to engage (subject to the Constitution, Bylaws, rules and regulations of Equity as they now exist or as they may hereafter be amended) with the exception of persons not eligible for membership because of suspension or expulsion from Equity. Nothing herein contained shall be deemed to limit the right of Equity to suspend, expel or otherwise discipline its members or; refuse to admit any non-member pursuant to the Constitution, Bylaws, rules, regulations of Equity. Any paid up member of ACTRA Performers Guild, Actors' Equity Association (AEA) or Union des artistes (UDA) shall be subject to the terms of the applicable reciprocal agreement provided such agreement is not in conflict with the Agreement.

3:00 MANAGEMENT RIGHTS

Equity recognizes that it is the exclusive function of the Engager to:

- (i) generally to manage the operations of the Engager and, without limiting the generality of the foregoing, to determine the methods and processes to be used, schedules of work;
- (ii) maintain order, discipline and efficiency;
- (iii) engage, hire, classify, direct, assign, promote, demote and discipline for cause; and
- (iv) make, modify, implement and enforce rules and regulations to be observed by the Artists.

Artists will be subject to all of the Engager's rules which are not in conflict with this Agreement.

In addition, the "Welcome Package", or any other similar materials shall not contain any provisions for items covered under this Agreement, except in the form of a reference to this Agreement.

4:00 INITIATION FEES AND DUES

The Engager agrees that full initiation fees, assessments, fines and dues, including working dues as determined by Equity, payable to Equity shall be deducted from the compensation of the Artist and paid by the Engager to Equity upon written request of Equity provided, however, that the Engager shall first receive from each Artist written consent to such deduction which shall not be irrevocable for more than one year beyond the termination of this Agreement, whichever first occurs. No other deductions whatever shall be made from the compensation of the Artist except such taxes or withholdings as are provided by law and premiums for medical, dental and savings plans as are agreed to by Engager and Artist. Any fines payable to the Engager as specified in this Agreement shall be deducted from the compensation of the Artist. If the Engager shall be required by Equity to make payment of the Artist's dues and/or initiation fees, the Engager shall make payment as required by Equity out of the Artist's contractual fee immediately on invoice from Equity. If the Artist has any complaints, they shall be settled between the Artist and Equity.

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

5:00 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.

Artists who identify with racialized or historically underrepresented groups will be actively consulted regarding their hair, makeup, wardrobe, or use of culturally or identity-specific items in the production. These conversations must be anti-racists and non-discriminatory in language and tone and provide the Artist with agency and support to achieve respectful self-representation.

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.

6:00 THE COMMUNICATION COMMITTEE

6:01 Establishment

The Communication Committee will be jointly established each year by the Artists and Engager. The intent of the Communication Committee will be to encourage open and candid dialogue between the dancers and the Engager, and to afford both parties an opportunity to pose questions of one another, offer suggestions, bring grievances to light, and generally improve communication and understanding of respective problems and concerns.

6:02 Composition

The composition of the Communication Committee shall be as follows in each season:

(i) Dancers

no fewer than four (4) dancers, and there must be one (1) duly elected Principal dancer, and/or one (1) elected Soloist dancer, and/or two (2) elected Corps dancers; At least one (1) of the Dancer representatives shall be one of the two (2) duly elected Equity Liaisons;

(ii) Management

representing the management, at least one (1) member of the senior administrative staff, and at least one (1) member of the artistic staff;

(iii) Stage Management

one (1) Stage Management person; and

(iv) Equity Staff

one (1) staff member of Equity whenever possible.

6:03 Frequency and Quorum

The Communication Committee shall meet at its own discretion, but at least prior to every tour. There must be at least two (2) Dancers, one (1) management representative and one (1) stage management representative present at any meeting of the Communication Committee.

6:04 Purpose and Limitations

The Communication Committee shall have no power as such and shall meet only to put forth representative views for discussion. If the members of the Committee feel that the matters discussed at any meeting are of sufficient interest, they may jointly present a summary of the discussion at an open company meeting where the matter can be discussed further or regarded as a matter of information only.

6:05 Minutes of Meetings

Minutes will be taken of each meeting of the Communication Committee and copies filed with Equity, the Engager and the Artists no later than fourteen (14) calendar days from the date of the meeting.

7:00 ENGAGEMENT CONTRACT

7:01 Requirement for Engagement Contract

No Artist may take part in any performances or rehearsals or do any work without first signing an Engagement Contract. All Engagement Contracts and agreements made by the Engager with the Artist engaged under this Agreement shall conform in every respect to all the provisions of this Agreement and shall be executed in triplicate, one (1) copy for the Artist, one (1) for the Engager and one (1) to be filed with Equity by the Engager. Equity's copies shall be kept confidential by Equity.

7:02 Signing of Engagement Contract

Unless Engagement Contracts are signed concurrently, they must be signed by the Engager first. Neither the Engager nor Equity nor any Artist shall breach or attempt to breach this Agreement.

7:03 Changes and Alterations

The Artist has no right or power to waive any of the minimum conditions set forth in the Artist's Engagement Contract or other rules without the written consent of Equity. Equity has the right to void any riders, changes, alterations, waivers or substitutions to the Engagement Contract that are not consistent with this Agreement.

At the option of Equity no such riders, changes, alterations, waivers or substitutions shall be admitted in evidence, in any arbitration, or by any tribunal for the disposition of any claim without the written consent of Equity.

The Engager agrees that all blanks, including opening date, fee and required date of arrival will be filled in writing before signing or delivery.

7:04 Return Transportation

(A) Return Transportation Provided

The Engager agrees to provide return transportation to and from the City of Origin (or place of engagement) to any Artist who, when engaged is outside the City of Origin (or place of engagement), except where the Artist is proceeding to another engagement. In such case, the second Engager shall provide the Artist with transportation to the second place of engagement, and at the close of the engagement, to the Artist's usual place of residence which must be stipulated on the Engagement Contract before signing. Transportation to and from subsequent engagements shall be paid as above by each subsequent Engager.

Return transportation shall be by air, except where air travel is not viable, and shall include the cost of at least one (1) checked bag and reimbursement for reasonable ground transportation costs to and from airports/terminals, etc. upon the presentation of receipts.

(B) Subsequent Consecutive Seasons

Where a Season Artist has fulfilled a minimum of one (1) season's Engagement Contract and has been provided with return transportation to and from the City of Origin (or place of engagement) on one occasion, the Engager shall be entitled to engage said Artist for subsequent consecutive season(s) without further obligation to pay further transportation costs, provided that the Engagement Contract for the subsequent consecutive season is signed by the Engager and the Artist while the Artist is still under contract to the Engager.

(C) Travel for Signing

Where the Engager requires the Artist to travel for the purpose of signing an Engagement Contract, then the Engager agrees to pay whatever transportation costs are incurred in accordance with the transportation terms of this Agreement.

7:05

Work Permits and Visas

The Engager will ensure that each non-resident Artist knows that it is ultimately the responsibility of the Artist to secure a Work Permit. As such the Artist's personal time may be required to facilitate the acquisition process and shall be at no additional cost to the Engager. The Engager shall make its best efforts to ensure that the appropriate Visa and/or Work Permit be secured for a non-resident Artist in a timely manner.

The Engager shall bear any costs associated with such processes as outlined below.

(A) Within the City of Origin or in the Artist's Place of Residence

Within the Engager's City of Origin or in the Artist's Place of Residence, the Engager shall pay for, or upon the presentation of receipts, reimburse the Artist, for the required cost of the Visa and/or Work Permit, and any other required components (i.e. biometrics).

(B) Outside the City of Origin

When an Artist is required to travel outside the Engager's City of Origin the Engager shall pay for, or upon the presentation of receipts, reimburse the Artist, for the required cost of the Visa and/or Work Permit, and any other required components (i.e. biometrics). The Engager shall also provide, or upon the presentation of receipts, reimburse the Artist for travel expenses and accommodation expenses (if required). These expenses must be discussed in advance with the Engager. The Artist shall also be entitled to per diem in accordance with Clause 12:05 Per Diem.

The Engager is not required to pay for the transportation of Artists who must leave the country for immigration due to an omission on the part of the Artist.

7:06

Option to Extend

The Engager shall have the option to extend an Engagement Contract upon all the same terms and conditions for a period of thirty (30) days or less before the commencement of engagement and for one hundred and twenty (120) days or less after the "final performance", upon notice in writing delivered by the Engager to the Artist not less than thirty (30) days before the opening and/or closing Engagement Contract date.

7:07

No Reduction in Company Size on Tour

Over the course of a tour, the Engager agrees not to reduce the number of Dancers from the number that started such tour.

However, a reduction in the total number of Dancers may be made due to sickness, injury or leave of absence, but in no event may the number of Dancers on tour be fewer than eighty-five percent (85%) of the number of Dancers that started such tour except with the permission of Equity.

Notwithstanding the above, the Engager may at its discretion reconfigure the repertoire during a tour and such reconfiguration may result in a reduction of the number of Dancers on the remainder of the tour. However, the Engager shall ensure at all times that there is a sufficient number of understudies/covers for any portion of any tour.

Renewal or Non-Renewal of Engagement Contract

The decision of whether or not to offer an Engagement Contract for a subsequent season is within the sole discretion of the Engager and will be made in good faith.

(A) Non-Renewal

The Engager shall advise all Full Season Artists, except second year Apprentices, in writing not later than December 31, whether the Engager will not be offering the Artist an Engagement Contract for the next season. A copy of each non-renewal notice shall be filed with Equity no later than ten (10) calendar days after issuance to the Artist.

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

In the case of a second year Apprentice, it is understood that the Engager may not be in a position to confirm a position in the company for any such Artist that the Engager may wish to continue to engage as a Full Season Artist until such time as it is known if any positions will be available due to other Artists not returning.

One of the following shall apply in the case of a second year Apprentice:

- (i) The Artist will be informed no later than December 31 that the Engager will not be offering the Artist an Engagement Contract for next season. This Artist will be provided with the three (3) audition days noted above.
- (ii) The Artist will be informed no later than December 31 that the Engager is not yet in a position to confirm a position in the Company for next season, but will advise the Artist no later than sixty-five (65) days prior to the end of their current contract if such a position will be offered to the Artist. This Artist will also be provided with the three (3) audition days noted above. It is understood that should a place in the Corps for next Season become available due to an existing Corps member of the same gender deciding to not return or being promoted, that position will be offered to a second year Apprentice to whom this Clause applies.

(B) Renewal: Information Provided

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

(C) Renewal: Issuance and Return of Contract

To any Artist, excluding second year Apprentices, who has not received a non-renewal notice in accordance with (A) above, the Engager shall issue an Engagement Contract for the next Season not later than ninety (90) days before the end of their current contract. The Artist is required to return their signed Engagement Contract, or confirmation in writing of their intent to not return, no later than seventy (70) days prior to the end of their current contract, failing which the Artist's place in the Company shall not be guaranteed.

In the case where a second year Apprentice is offered a position for next Season in accordance with (A)(ii) above, the Engager will issue an Engagement Contract for the next Season at the same time as confirming the offer of the position. The Artist is required to return their signed Engagement Contract, or confirmation in writing of their intent to not return, no later than fifty (50) days prior to the end of their current contract, failing which the Artist's place in the Company shall not be guaranteed.

In all cases, along with the Engagement Contract, the Engager shall also provide the Artist with any updated information with regard to repertoire and the season calendar, recognizing that all such information is subject to change.

7:09 Meeting with the Artistic Director

(A) Performance Evaluation Meeting(s)

Each Artist at least one time per season shall meet with the Artistic Director and, if applicable, appropriate member(s) of the Artistic Staff in a private interview. Either the Engager and/or the Artist may invite a person of their choice to attend the meeting. The purpose of this meeting will be to discuss with the Artist their role in the Company and provide appropriate feedback to the Artist via performance evaluation documents in keeping with the Engager's policies. Artists will be given the opportunity to comment on such performance evaluations, and shall not face repercussions for doing so.

All Artists will be informed of the general time period during which the interviews will be conducted. Each Artist will be given at least two (2) days' notice of the date of their individual interview slot. Interviews will not take place on a day on which an Artist is performing.

(B) Other Meetings

Any Artist, at any point during a Season, may request a meeting with the Artistic Director and, if applicable, appropriate members(s) of the Artistic Staff in a private interview to receive feedback in order to further professional goals.

(C) Recordings

Any meetings as provided for in (A) or (B) above shall be audio recorded. Copies of this recording shall be retained by the Engager for up to two (2) years from the time of the recording and the Dancer shall be provided with a copy of the recording following the meeting. Additionally, copies shall be made available to Equity upon request by Equity.

It is understood that recordings are to be kept confidential, and are not to be distributed or shared for any other purpose.

7:10 Expectation of the Artist

It is expected that the Artist will attend the first day of work of a new Season, and maintain themselves throughout the Season, at a level of athleticism sufficient to achieve performance requirements. If an Artist is in wilful material breach of this expectation, it is agreed that Equity and the Engager will discuss the continuation, postponement, or cancellation of the Engagement Contract, and the final determination shall be made only upon mutual agreement of the Engager and Equity.

The Engager will make every effort to support the Artist with resources including, but not limited to, the services of a physician, nutritionist, psychologist, or other health specialists.

7:11 Ballet Master

A Ballet Master who is a member of Equity and is not on a full-season Engagement Contract as an employee of the Engager and who desires to have an Engagement Contract shall be signed to such a contract.

7:12 Assignment of Artist's Engagement Contract

The Engager agrees that the Engagement Contract 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 Engagement Contract, or the transfer of said Engagement Contract without such written consent shall be deemed null and void.

8:00 ARTIST'S OBLIGATION TO THE ENGAGER

The Artist has the obligation of loyalty towards the Engager and shall refrain from making any statements or behaving in a manner that could be detrimental to the reputation or business relations of the Engager.

9:00 OUTSIDE ENGAGEMENTS

9:01 Exclusive Service of the Artist

The Artist shall recognize that it is the Artist's responsibility to perform under the Engagement Contract.

(A) Other Performance Engagements

Except as otherwise provided for in their Engagement Contract, the Artist shall not accept any other engagement in a performance before a live audience, or any other performance as a dancer, from the date of beginning of rehearsal and until said Engagement Contract is lawfully concluded or terminated, without the written consent of the Engager. Where the other engagement does not conflict with the fulfilment of the Artist's duties under their Engagement Contract or conflict with the Engager's business interests, consent shall not be unreasonably withheld.

The Engager's written consent shall detail any arrangements agreed between the Engager and the Artist including any actual or potential costs that are incurred, or may be incurred as a result of the outside engagement.

If the Artist is a Principal or Soloist, the Artist may enter into a written agreement to be attached to their Engagement Contract, agreeing not to accept any other engagement and to render services exclusively to the Engager and not to render services to any other person or corporation without the written consent of the Engager.

(B) Other Public Appearances (Non-Performance)

During the term of their Engagement Contract, the Artist will notify the Engager in advance of participation in any other public appearances where they are represented as a dancer.

For any other performance engagement or public appearance, if the name of the Engager is to be used, the Artist must obtain prior written authorization from the Engager.

Further, if during the term of the Engagement Contract, a Principal dancer or Soloist is also engaged for a radio or television broadcast, where they will receive star or featured billing, the Artist shall require, as a condition of that engagement, that any announcements, written or otherwise which publicize the appearance on radio or television, must expressly mention that the Artist is currently appearing with the company.

10:00 APPLICATION OF THE AGREEMENT

10:01 Lowering of Minimums and Waivers Prohibited

The Engager agrees that the minimum terms and conditions governing the engagement of Artists by the Engager are those contained herein, and the Engager further agrees that it will not enter into any contract with or engage any Artists upon terms and conditions less favourable to the Artist than those set forth herein.

The Engager agrees that no waiver of any provision of this Agreement shall be requested by the Engager or be effective unless the written consent of Equity to the making of such request or waiver is first had and obtained.

The Engager further agrees that nothing in this Agreement shall be deemed to prevent any Artist from negotiating for or obtaining better terms than the minimum terms provided for herein.

10:02 Engager's Requests

Should the Engager wish to request a concession to the Agreement, the Engager shall submit its complete request, including all affected Clauses, names of the affected Artists, rationale for the request and any proposed quid pro quo to Equity for its consideration no less than thirty (30) days prior to the date that the concession is required for. Equity will consider the request and respond to the Engager within ten (10) business days of receipt of the request. Should any additional information or clarification be required, the time frame for Equity's response will be extended by the amount of time it takes for the Engager to provide this additional information or clarification. Equity may advise the Engager of the need to schedule a meeting in accordance with Article 46:00. Due consideration shall be given to requests which are made with fewer than thirty (30) days' notice.

10:03 Artist Requests

Should an Artist wish to request an easement of any of the provisions of this Agreement, the Artist shall submit their written request to Equity. Equity will then submit this request to the Engager for its consideration. The Engager shall respond within ten (10) business days of receipt of the request. Should any additional information or clarification be required, the time frame for the Engager's response will be extended by the amount of time it takes for Equity to provide this additional information or clarification.

11:00 CHOREOGRAPHERS

At the beginning of each Season, the Engager will send to Equity a list of all choreographers engaged for the current season.

11:01 Association Status

(A) Terms and Conditions

Choreographers engaged to choreograph for the Engager must be engaged according to terms and conditions no less favourable than those set out in this Article.

(B) Consideration of Equity Members

The Engager agrees that it will give serious consideration to the engagement of existing Equity Choreographers. However, the Engager shall not be obliged to engage only Equity Choreographers.

(C) Non-Equity Choreographers

If the Engager engages a non-Equity Choreographer, one (1) of the following Clauses shall apply:

- (i) Should a Choreographer already be a member of another performing artists association (i.e. AEA, UDA, ACTRA), they shall be subject to the provisions of the appropriate reciprocal agreement between Equity and said Association.
- (ii) A person who is not already a member of Equity and is not a member of another performing artists association may be offered an Engagement Contract. If the Artist chooses to sign the Engagement Contract, they shall join Equity.
- (iii) A person who is not already a member of Equity and is not a member of another performing artists association shall not be required to join during the tenure of this Agreement. The Engager shall be required to send to Equity a letter to the effect that the fee agreed upon is no less favourable than those set out in this Article.

11:02 Engagement Contract

All Choreographers shall be compensated for their work as choreographers in addition to any and all compensation which may be due to them hereunder for their work as dancers, stage managers, ballet masters and ballet mistresses, or their assistants. The Engager shall make a written agreement with such Choreographer containing the terms and conditions upon which the Choreographer agrees to create choreography for the Engager. A copy of such written agreement shall be filed by the Choreographer and Engager with Equity. Such agreement shall include, but not be limited to, the following Clauses.

- (i) The Engager hereby agrees to engage the Choreographer as a choreographer (or the Company's resident choreographer if applicable) for the period starting on ____ and ending on ____; During the above period, the Choreographer will be ____ (describe duties, length of Ballet etc.).
The Company agrees to set aside at least ____ weeks per Season for the setting of the abovementioned Ballet. The scheduling of rehearsal hours shall be decided by the Company in consultation with the Choreographer with no less than ____ hours per day, with a complete cast.
- (ii) The Company has the right to perform each Ballet for ____ years from the date of the first public performance which will be on ____.
- (iii) Approval of all publicity material concerning the Ballets shall be done in consultation with the Choreographer, subject to the Engager's approval.
- (iv) Only Stage performance rights have been given. Should film or television presentation of the Ballets for reasons other than the promotion of the stage performances be required then special rights to do so shall be mutually agreed to between the Choreographer and the Company (see also Articles 36:00 and 37:00).
- (v) Billing of the Choreographer's name shall be mutually agreed to between the Engager and the Choreographer upon signing of the Engagement Contract.
- (vi) The choice of design personnel (costume, set, lighting) shall be decided in consultation with the Choreographer.
- (vii) The Company agrees to pay a fee of ____ (fee must be no less than the minimums prescribed in Clause 11:03). Payment to be made as follows:

- (viii) For all performances staged in front of a paying audience, the royalties shall be ___, in Canadian funds, per performance (see Clause 11:03). Unless otherwise agreed, payment of royalties shall be made quarterly, on or before March 31, June 30, September 30 and December 31 of each Season, and shall be accompanied by a statement setting out the dates and places of each performance, in addition to copies of any press releases, features and/or reviews.
- (ix) The first casting of the Ballet shall be made in consultation with the Choreographer and the Company's Artistic Director and shall be subject to the approval of the Choreographer. Casting of alternates shall be made in consultation with the Choreographer. Any subsequent changes in the casting of the principal roles shall be made in consultation with the Choreographer except in the event of an emergency where every reasonable effort has been made to contact the Choreographer.
- (x) Costumes, stage design and lighting shall be subject to the approval of the Choreographer and the Choreographer agrees to respect the Engager's budget set aside for each Ballet.
- (xi) Unless modified in the Engagement Contract with the Choreographer, the Engager agrees to maintain each Ballet as originally choreographed, mounted and rehearsed.
However, due to the touring schedule of the company and the diversity of the performing spaces, the Choreographer understands that certain modification of the Ballet in the order of its parts or in the manner of its staging may be necessary. Where modifications of a Ballet are necessary, the Engager shall obtain the consent of the Choreographer.
- (xii) The Engager agrees that if the time elapsed between performances is more than one (1) year, and if there is a significant change in the personnel (dancers, artistic staff, directorship) of the Company, then the Engager shall provide the Choreographer with at least six days of rehearsal (of no less than three (3) hours of rehearsal each day) prior to performance. In the eventuality that the Choreographer and the Engager are not in the same point of origin, the Engager shall provide the Choreographer with a round trip flight, expense allowance and accommodations.
- (xiii) The Engager will make its best effort to maintain the artistic and technical integrity and the performance standards of the Ballet for the duration of the time that the Ballet is in the Engager's repertoire.
- (xiv) Performance rights beyond the duration of the licensing period will have to be negotiated at the end of the licensing period as set forth within this Agreement.
- (xv) The Engager shall be responsible to clear and pay for all necessary rights to the music used in connection with the Ballets.

11:03

Compensation

(A) Ballet of not more than Twenty (20) Minutes' Duration

(i) Minimum Fee

2023-2024	2024-2025	2025-2026
\$2,212.19	\$2,212.19	\$2,212.19

(ii) Minimum Royalties Per Performance

The fees as specified below or one percent (1%) of contractual fee, whichever is higher.

2023-2024	2024-2025	2025-2026
\$73.73	\$73.73	\$73.73

(B) All Other Ballets

(i) Minimum Fee

2023-2024	2024-2025	2025-2026
\$7,963.85	\$7,963.85	\$7,963.85

(ii) Minimum Royalties Per Performance

One percent (1%) of contractual fee.

Clauses 11:03(A) and (B) shall not apply to choreography voluntarily created by the Artist solely for educational or workshop productions as defined by Equity or for a ballet choreographed by a new Choreographer choreographing their first ballet for the Engager (a new Choreographer shall be defined as an Artist who has not had a ballet produced for regular performance by a professional dance Engager).

11:04 Remount

For ballets already choreographed and performed, the Choreographer shall receive no less than the Resident Choreographer's minimum weekly In-Town fee for the weeks engaged in rehearsing or reworking such works.

11:05 Resident Choreographer

(A) Option to Have an Engagement Contract

Any Choreographer engaged as a Resident Choreographer who is a member of Equity and who desires to have an Engagement Contract must be signed to such a contract. A Choreographer engaged as a Resident Choreographer who is not a member of Equity may become a member of Equity and be contracted to a Engagement Contract if they so desire, but it is not a requirement.

(B) Multiple Assignments

An Artist may be engaged as both Dancer and Resident Choreographer and in that case will receive the higher of the two minimum fees for Dancer or Resident Choreographer plus half of the lower fee.

(C) Minimum Fee

The minimum fee for a Resident Choreographer shall be as required by Clause 18:01 and the per performance royalty shall be no less than the royalty required under Clause 11:03.

12:00 PAYMENT OF FEES

All fees shall be paid in Canadian dollars.

12:01 Weekly Payment

The Engager agrees that all Artists shall be paid not later than the beginning of the first rehearsal on Thursday of each week.

12:02 Bi-Weekly Payment

Notwithstanding the provisions of Clause 12:01, the Engager is granted permission to pay the Artist every second week, upon placing in the Equity office in Toronto a security deposit bond equivalent to two (2) weeks' contractual fees for every Artist engaged by the Engager for the Season. If such option is used, the Artist's first pay period will be on the Thursday of the first week and every second week thereafter until such option is terminated. Should this pay schedule not coincide with the Engager's predetermined payroll schedule, the Engager shall notify the Artist on their engagement contract of the payroll schedule. It is understood that the Artist will receive their first pay no later than the beginning of the first rehearsal on the second Thursday after the start of their engagement.

12:03 Overtime

(A) Payment of Overtime

All overtime payments or any other payments which arise separate and apart from the weekly contractual fees shall be paid by the Engager to the Artist no later than the second pay period following the calendar week in which the Engager receives the claim for payment as submitted by the Artist in writing and agreed upon by the Engager and Equity. Overtime claims must be submitted by the Equity Liaison(s) on behalf of the Artist to the company manager or the Engager's representative within fourteen (14) days following the date upon which the overtime was earned. In the case of overtime incurred during a tour, the overtime claim may be submitted up to seven (7) days after the conclusion of the tour. These seven (7) days shall not include any hiatus periods. Upon receipt of the claim, the company manager or the Engager's representative shall submit a copy to Equity.

(B) Identification of Overtime

The Engager shall make best efforts to identify overtime hours on the Artists' daily schedules. However, in the event that an Artist notices that overtime hours are scheduled but not identified as such on the schedule, they are encouraged to bring this to the Engager's attention. The Engager will be entitled to either reduce the Artist's hours for that day, or allow the Artist to work the overtime hours.

(C) Authorization

Overtime hours that are not on the Artist's daily schedule are not payable unless the Artist obtains the Engager's prior authorization.

In cases of unforeseen overtime hours that arise where a scheduled activity extends beyond the allowable hours, an Engager representative must be at the call for the activity to continue. If an Engager representative is present, any overtime is deemed approved.

(D) Dispute

If the Engager wishes to dispute an overtime claim, the Engager will have five (5) business days from the date of the submission of the claim or up to fourteen (14) days after the conclusion of the tour to do so in writing to Equity. If the Engager does not dispute the claim in writing to Equity within the five (5) day period or up to fourteen (14) days after the conclusion of the tour, the Engager agrees to pay the claim as submitted by the Equity Liaison(s).

(E) Multiple Infringements

In the event that the infringement of any one (1) Clause requiring payment of overtime causes the infringement of any other Clause requiring payment of overtime, then the Artist must receive the overtime payments and/or penalty payment normally due for each Clause infringed.

12:04 Late Payment on Overtime Claim

For each Artist, should the Engager, on a second occurrence and after being advised of such by Equity in writing, fail to pay a legitimate (and agreed upon between Equity and the Engager) overtime claim within the proper pay period as described in Clause 12:01, the Engager shall pay a monthly interest rate of five percent (5%) of the amount owed for each month or part thereof until such overtime claim has been paid.

Payment of overtime and penalties shall be made within the pay period in which it occurs, and is submitted to the Engager by the Equity Liaison(s).

12:05 Personal Expenses

Any amounts disbursed by the Engager for an Artist's personal expenses must be reimbursed within ten (10) days of such disbursement, failing which the Artist authorizes the Engager to deduct such amounts from their next paycheck, after giving the Artist prior notice. The reimbursement period may be extended by the Engager in circumstances it regards as exceptional, upon agreement with the individual Artist only.

12:06 Reimbursement to the Artist

In any case when the Artist shall be reimbursed for a pre-approved expense (such as taxi fare, hair dyeing, etc) they must submit a receipt to the Engager for such expense not more than seven (7) days following the purchase, or seven (7) days following the conclusion of a tour in which the expenses were incurred, not including any hiatus periods scheduled immediately after the tour. Such receipts must include the Artist's name, date of purchase, amount of purchase, and explanation of purchase.

The Engager shall submit receipts for reimbursement within seven (7) days of receiving them or fourteen (14) days following the conclusion of a tour, not including any hiatus periods scheduled immediately after the tour.

The Engager shall reimburse the Artist for submitted receipts no later than the second pay period after the submission of such receipts to the Engager.

13:00 FEES PAID IN LEGAL TENDER

All payments required to be made by the Engager to the Artist shall be in legal tender of Canada. Payment of fees, etc., may be made by direct deposit, in cash, by certified cheque or by company cheque. (Also see Clauses 18:06 and 18:07.)

The Engager will withhold all Statutory Deductions as required by the Governments of Manitoba and Canada.

14:00 NON-PAYMENT OR PARTIAL PAYMENT OF FEES

14:01 Material Breach

Non-payment, or partial payment, of fees when due, shall be deemed a material breach of contract giving any Artist the right to terminate forthwith the Engagement Contract with the Engager.

14:02 Unpaid Fees

Should amounts owing to an Artist remain unpaid for a period of more than seven (7) days, Equity has the right to draw upon the Engager's posted security (bond) to make payment to the Artist.

The Engager agrees to replenish the security deposit upon receipt of a request from Equity to replenish the security deposit. Acceptance by the Artist of the fee shall be a waiver on the Artist's part of the right to terminate the Engagement Contract with the Engager.

15:00 SECURITY DEPOSIT (BOND)

15:01 Posting of Security Deposit

Before contracting any Artists the Engager shall deposit with Equity cash, a certified cheque, Letter of Credit (using sample wording specified by Equity), or an Equity approved Bond Insurance Program Surety equal to at least one (1) week's contractual financial obligation of the Engager to the Artists. However, in the case where the Engager wishes to pay the Artist on a bi-weekly basis, Clause 12:02 shall apply.

15:02 Return of Security Deposit

Upon notice by the Engager to Equity that any engagement, series of engagements or tour has been terminated and that every Artist has been returned to the City of Origin, Equity shall return such security deposit to the Engager less any amounts for claims made by Equity or any Artist against the Engager, in accordance with Paragraph 4 of the Security Agreement. All claims will be presented to the Engager for discussion before payment.

15:03 Additional Requirements for Touring

No Artist shall leave the City of Origin for work outside said city unless the Engager, prior to the departure therefrom, has provided, at the Engager's expense, for the Artist's transportation and luggage in accordance with the foregoing provisions. Equity shall have the right to require the Engager to post such bond or bonds or such other security, including money, and in such amount as Equity shall deem necessary to insure the safe transportation and return of the Artist.

16:00 DEFINITIONS

16:01 Apprentice Dancer

"Apprentice Dancer" means a person who intends to make a career as a dancer in a professional company and who is hired by the Engager as such and is required to attend, to learn and to take part in rehearsals with performance opportunities.

An Apprentice Dancer shall not be cast in the leading role of a production, without the written permission of Equity. For the purpose of this Clause, the determination of what constitutes a leading role shall be at the discretion of the Engager.

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

16:02 Character Artist

The function of a Character Artist is to provide atmosphere and context to a ballet by portraying a specific character integral to the story of the ballet, while not being required to sing, speak or dance outside of limited sequences.

16:03 Children

Children seventeen (17) years of age and under who are not members of any professional performing artists' association or union may be engaged in the following manner without reference to an Engagement Contract:

- (i) as supernumeraries in accordance with the provisions governing supernumeraries as stipulated in Clause 16:36;
- (ii) as participants in a Children's dance as required by the choreography; or
- (iii) as participants in dance sequences.
- (iv) in a featured "named" role essential to the "storyline" of a ballet.

All Children shall be signed to a non-professional affidavit form, to be filed with Equity.

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

The Engager shall use its best efforts to ensure that there shall be separate dressing rooms as required by gender and as appropriate to support the privacy and dignity of the Children, which shall be separate from the dressing rooms provided for the Artists of the company.

16:04 Choreographer

A "Choreographer" is:

- (i) an Artist who creates an original work;
- (ii) an Artist who recreates said Artist's own original work already performed by any company;
- (iii) an Artist who creates a work which is a combination of (i) and (ii).

16:05 City of Origin

Whenever used in this Agreement, unless otherwise provided, the term "City of Origin" shall mean the City of Winnipeg, Manitoba, Canada.

16:06 Costume Fitting

The term "Costume Fitting" refers to time required of the Artist for, but not limited to, the fitting of costumes, practice skirts/tutus, wigs, hair pieces, shoes, accessories, make-up calls, and mask fittings.

16:07 Cover

The term "Cover" is an Artist who is required to be present at a performance to replace any other Artist in the performance in the event that such replacement is necessary.

16:08 Dress Rehearsal

The term "Dress Rehearsal" is a rehearsal at which time most elements of a performance are present including costumes and/or make-up and may take place on a Rehearsal Day or a Performance Day. The intent of the Dress Rehearsal is to run the entire program of a performance with as few interruptions as possible.

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

There shall be a "Half-Hour Call" prior to a Dress Rehearsal on a Rehearsal Day or Performance Day whether it happens in the studio or on stage, which shall be considered part of normal rehearsal time for the purpose of putting on costumes and/or make-up. A Dress Rehearsal may be three-and-a-half (3-1/2) hours in length including the Half-Hour Call without incurring overtime.

On a Performance Day, when the time of rehearsal permitted in Clause 25:03(C) is exceeded only by reason of the Half-Hour Call for the Dress Rehearsal and the ballet being dressed is a full-length production with a total running time of no less than one hundred and twenty (120) minutes no overtime payment will be required.

Every effort will be made to ensure that costumes that may be subject to malfunction are used in a rehearsal situation where the Artist has an opportunity to work and feel comfortable in the costume prior to any public rehearsal or performance. For the purposes of this Clause, personnel integral to the production shall not be considered the public.

16:09 Emergency Rehearsal

The term "Emergency Rehearsal" shall mean a rehearsal necessitated by the inability of an Artist to perform due to sickness or injury when such emergency was not known to the Engager more than six (6) regular (non-overtime) rehearsal hours prior to the said Emergency Rehearsal. Notes or a rehearsal specifically necessitated by an Artist's sickness or injury occurring one (1) hour or less before the start of a performance or during a performance shall not be considered an Emergency Rehearsal and the payment of overtime shall not be required.

16:10 Engagement Week

The term "Engagement Week" shall be a calendar week from Sunday through Saturday.

(A) Rehearsal Week

The term Rehearsal Week shall be defined as an Engagement Week in which no performances take place. The week may consist of up to five (5) six (6) hour Rehearsal Days with two (2) Free Days.

The standard working days in the City of Origin will be Monday through Friday, with Saturday and Sunday being the Free Days.

However, on two (2) occasions during the Season, the Engager may shift the working days in a Rehearsal Week and call the Artist on a Saturday or a Sunday.

An Artist may not be required to work on both the Saturday at the end of one Engagement Week and on the Sunday at the start of the next Engagement Week.

In the event a sixth Rehearsal Day is required Clause 25:02(B) applies.

(B) Performance Week

The term Performance Week shall be defined as any Engagement Week which includes a minimum of one (1) Performance Day. A Performance Week must also include one (1) Free Day.

16:11 Fight Captain

A Fight Captain is an Artist designated by the Engager to provide or be responsible for the following services and duties:

- (i) to observe all fight rehearsals;
- (ii) to consult with the Fight Director or Fight Coach on all aspects of the fight(s);
- (iii) to conduct and monitor all run-throughs of the fight(s) prior to performance;
- (iv) to make blocking changes relevant to the fight(s) while on tour or in emergencies;
- (v) to call fight rehearsals as necessary in consultation with the Stage Manager and/or Artistic Staff.

16:12 Fight Director

A "Fight Director" is the person engaged for the purpose of staging a fight sequence(s) in a production.

16:13 Free Day

The scheduling of Free Days shall be as per Clauses 16:10(A) and 16:10(B) (Rehearsal and Performance weeks).

(A) No Requirement to Provide Services

The term "Free Day" shall be a period of time during which the Artist may not be required to travel, perform, rehearse or perform any services or obligations for the Engager whatsoever, without the prior written consent of Equity. Consent or refusal must be provided by Equity within twenty-four (24) hours of any such request being made. If notification of the consent or refusal is not received by the Engager from Equity within twenty-four (24) hours of any such request being made, the request will be deemed to be consented to. Consent shall not be unreasonably withheld.

(B) Scheduling

The Free Day(s) must occur within the Engagement Week of which it is a part. Once the Free Day(s) has been designated, it may only be changed as provided for below and with notice to Equity.

- (i) In the City of Origin, with not less than fourteen (14) days' notice to the Artists.
- (ii) Once the Free Days for a tour have been designated, they may only be changed with at least seven (7) days' notice to the Artist, except in cases when exceptional circumstances arise.

(C) Duration

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

However, pursuant to the Overnight Rest provisions in this Agreement relating to bus travel, the travel by bus may commence at 08:00 without penalty. Such Free Day, if that option is chosen by the Engager, may commence at 23:00 and end at 08:00 on the second following day on which such travel is to take place.

(D) Required Free Days

In the City of Origin there must be one (1) Free Day after six (6) consecutive days of work, except during the first week of a series of performance(s), where there shall not be more than seven (7), provided in this latter case that an additional Free Day to those required is given immediately following the conclusion of performances.

While on tour there must be a Free Day after no more than nine (9) days of work with a Free Day occurring in each Engagement Week unless it is not possible based on the tour's schedule. In such cases, the displaced Free Day will be rescheduled either directly prior to the tour, during the tour, or directly after the tour upon consultation with, and agreement by, the Communication Committee. The Engager will endeavour to have days off within a seven (7) day span if the touring schedule permits it. The tenth day must be a Free Day in which no duties can be performed other than returning to the City of Origin in which case, the Free Day shall be given immediately following travel.

(E) Payment for Service Provided on a Free Day

In accordance with Clause 16:13(A), should the Artist be required to rehearse, travel or provide any service whatsoever (other than perform) at any time during a Free day, the Engager shall compensate the Artist at double the hourly overtime rate with a minimum call of not less than two (2) hours. (See Clause 19:03 Payment for Performance on a Free Day.)

(F) Performance Following Return from Tour

If performances are scheduled in the City of Origin on a day immediately following such a tour, said additional Free Day(s) may be postponed until the first day(s) which is not a Performance Day(s) and not a Free Day(s) as defined in Clause 16:13. The scheduling of said Free Day(s) shall be identified on the posted schedule not later than two (2) weeks before the designated Free Day(s).

(G) Following a Tour of Seven (7) Days or More

(i) Free Days Following a Tour

Artists shall receive one (1) Free Day in addition to the Free Days defined herein immediately following the conclusion of a tour of seven (7) consecutive days or seven (7) days of touring over a period of fourteen (14) consecutive days or more.

(ii) Tour Stopover in City of Origin

For the purpose of this Clause 16:13(G) only, the Artist shall be considered to be on tour during a tour stopover in the City of Origin of three (3) nights or fewer.

(H) Scheduling Prior to Overseas Tour

The regular Free Day during the week prior to a tour outside of continental North America shall be on a day other than a Saturday or a Sunday.

(I) Statutory Holidays

The Artist shall, in addition to all days as herein stipulated, be entitled to a Free Day as defined in the Province of Manitoba on Good Friday, Easter Sunday, Labour Day, Remembrance Day, Christmas Day and New Year's Day.

It is agreed that Performance Days, but not Rehearsal Days, may be scheduled on Louis Riel Day, Victoria Day, Canada Day, the first Monday in August, National Day for Truth and Reconciliation, Thanksgiving Day and Boxing Day, but that if performances are scheduled on Louis Riel Day, Victoria Day, Canada Day, the first Monday in August, Thanksgiving Day or Boxing Day, Performance Day provisions shall apply.

The Engager agrees that if performances are scheduled on Louis Riel Day, Victoria Day, Canada Day, the first Monday in August, National Day for Truth and Reconciliation, Thanksgiving Day or Boxing Day, another Free Day shall be granted in lieu thereof during the preceding or succeeding four (4) weeks. In addition, all Statutory Holidays which are recognized by the Province of Manitoba shall be free of all rehearsals while the company is in the City of Origin.

For the purpose of this Clause 16:13(I) only, should an Artist be in the City of Origin for a period of less than four (4) days prior to Christmas Day, Rehearsals (on a Rehearsal Day) on December 24 will cease at 15:00. Furthermore, if a performance is given on December 24, then another Free Day shall be granted in lieu thereof during the preceding or following four (4) week period.

16:14 Guest Artist

The term "Guest Artist" is an Artist who has been so designated by the Engager in the Engagement Contract and/or the public announcements, programs or other literature issued by the Engager and who is hired as a Principal or Soloist.

16:15 Guest Choreographer

The term "Guest Choreographer" is a Choreographer who is not under seasonal contract as such and who is engaged to choreograph a specific work for the Engager.

16:16 Half-Hour Call

The term "Half-Hour Call" is the thirty (30) minute period immediately prior to the beginning of the performance to be used at the discretion of the Artist solely to prepare for the performance (See Clause 25:03(J)).

16:17 Intimacy Captain

An "Intimacy Captain" is an Artist or Artistic Staff member already engaged by the Engager and who is assigned for the duration of a production to monitor Onstage Intimacy.

If, in accordance with Clause 31:10 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 and the Artist(s) involved, assign an Intimacy Captain to monitor the Onstage Intimacy to ensure its consistency for the duration of the production.

16:18 Intimacy Director

An "Intimacy Director" is the person engaged to assist with the process of staging scene(s) and/or moment(s) of intimacy in a production and to ensure the Artists involved in Onstage Intimacy are guided through the process in a supportive manner and provided mechanisms for ongoing support.

16:19 Onstage Intimacy

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

- 16:20 Light Duty**
Light duty may include, but is not limited to, normal administrative and office work, telemarketing and telefunding, archive work, participating in ballet teaching and/or assisting ballet masters, teaching in the School or otherwise working with students as required. Light duty will be offered only if available and the Artist is capable and qualified to perform the tasks which may be required, as determined by the Engager.
- 16:21 Matinee**
The term "Matinee" is any performance scheduled to begin at or before 17:00.
- 16:22 Notes**
Notes are the indications given to a Dancer to clarify a performance or choreographic element. Notes may be provided during allowable rehearsal or performance hours.
However, during a Performance call notes may only be provided to a Dancer during the first twenty (20) minutes of the Half-hour call prior to the Performance, and the Dancer may not be required to change location in order to receive a note. The notes shall be in written or oral form only and the Dancer shall not be made to provide any physical movement as part of a note given during the half-hour call. No notes shall be provided to a Dancer during the Performance or intermission.
- 16:23 Performance**
The term "Performance" shall mean any program of more than one (1) hour in length given before a live audience. A rehearsal for which there may be a by invitation only, non-paying audience is not considered a Performance.
- 16:24 Performance Day**
The term "Performance Day" shall be a day on which, at least, one (1) performance is given. If the Artist is required to be on call to cover another artist, it shall be regarded as a Performance Day for the Artist.
- 16:25 Rehearsal**
The term "Rehearsal" shall apply to all such activities as rehearsing, learning works, spacing, note sessions, costume fittings, photo calls and activities of that nature.
- 16:26 Rehearsal Day**
The term "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.
- 16:27 Replacement Dancer**
"Replacement Dancer" is a dancer engaged for less than a full season to replace a dancer engaged for a full season who is unable to provide services due to illness, injury, or other reasons.
- 16:28 Resident Choreographer**
The term "Resident Choreographer" is a Choreographer who is under seasonal contract as such.
- 16:29 Run-Through Rehearsal**
The term "Run-Through Rehearsal" is defined as a rehearsal where the intent is to dance a section(s) of a ballet(s) or a complete work in its entirety. A Run-Through Rehearsal may take place in costumes on a Rehearsal Day or Performance Day without make-up, provided there is a "fifteen-minute call" on either side of the Rehearsal whether it happens in a studio or on stage, which shall be considered part of normal rehearsal time for the purpose of putting on and removal of costumes. The requirement for a "fifteen-minute call" on either side of the Rehearsal, whether it happens in a studio or on stage, shall be considered part of normal rehearsal time for the purpose of putting on and removal of costumes and applies to all casts.

If an Artist is required to wear a wig(s), there shall be an additional fifteen (15) minutes on either side of the Rehearsal whether it happens in a studio or on stage, which shall be considered part of normal rehearsal time for the purpose of putting on and removing the wig(s).

Each Artist shall be given the opportunity to have a run-through in costume for all roles they are required to perform prior to their first performance of each role. In all cases, costumes will be made available for all roles affected by cast changes. A Run-Through Rehearsal in costume may not be required in the case of a casting change necessitated by last-minute illness or injury, or while on tour. For these purposes, last-minute is considered as less than seventy-two (72) hours prior to the affected performance.

A Run-Through Rehearsal may be three-and-a-half (3-1/2) hours in length including the two (2) fifteen-minute calls without incurring overtime.

On a Performance Day, when the time of rehearsal permitted in Clause 25:03(C) is exceeded only by reason of one or both of the fifteen-minute call allowances for the putting on and removal of costumes, no overtime payment will be required.

If, after the completion of a run-through, the Artists involved are asked to rehearse other ballets, the second fifteen minute call must be given immediately following the completion of the run-through. Otherwise the second fifteen minute call may be given at the end of the rehearsal block.

16:30 Season

The term "Season" shall mean the maximum engagement span stated on any Engagement Contract, except Principals, in the period from July 1 to June 30 in each year of the Agreement.

16:31 Sharers

The term "Sharers" are two (2) or more dancers who are cast to perform in the same role in different performances of the same ballet.

16:32 Spacing Rehearsal

A Spacing Rehearsal is a rehearsal to enable the Artists to comfortably mark, space and discuss the various movements, entrances, exits and other elements of a performance. The Dancers may be in street clothes and are not required to be warmed up or dance full-out.

16:33 Special Presentation

A "Special Presentation" is a presentation where the performance element is one (1) hour or less in length, and as such is not considered a Performance. All time required to participate in the Special Presentation, including travel time to and from the event, the time the Artist is required to remain at the event, hair and makeup, etc, shall be deducted from the Artist's allowable hours for the day. The Artist shall receive a half-hour call when participating in a Special Presentation.

16:34 Stage Fight

A "stage fight" is a coordinated series of moves with intent to portray violence, requiring specific timing and skill, involving either unarmed combat, or the use of weapons or props used as weapons.

16:35 Student

The term "Student" refers to a person enrolled full time in the Royal Winnipeg Ballet School Professional Division or enrolled full time in another professional school and who intends to make a career as a dancer in professional dance. (See Clause 17:04.)

16:36 Supernumeraries

The function of a Supernumerary is to provide atmosphere and/or background requiring no special theatrical skill or training. Supernumeraries may not sing, speak, or dance. However, Supernumeraries may perform in limited dance sequences requiring no previous theatrical experience. Supernumeraries may not be members of Equity or any other professional performing artists' union or association. All Supernumeraries must be signed to a non-professional affidavit, to be filed with Equity.

Notwithstanding the above, upon written request from the Engager, Equity will, on a case by case basis, consider "celebrities" who have professional affiliation with Equity or any other professional performing artists' union or association to be allowed to participate in Company performances without joining Equity or being signed to an Engagement Contract.

16:37 Supplementary Dancer

The term "Supplementary Dancer" applies to a dancer not under a Season contract to the Engager who is invited to perform with the company in a non-Principal, non-Soloist role for less than a full season. A Supplementary Dancer may not be engaged at less than a Corps 1 rate.

16:38 Technical Rehearsal

The term "Technical Rehearsal" is generally defined as a rehearsal scheduled with the express purpose of rehearsing the technical aspects of a production.

Should a Technical Rehearsal be conducted with the intent to dance a complete section of a ballet or a complete work in its entirety, the Artist shall not be required to dance 'full out', exhibit demanding choreography, or display emotional involvement in a given role, but may only be required to perform the spacing and timing required for the ballet for the purposes of rehearsing the technical aspects of the production. As necessary for the safe and efficient running of the production, such a run-through will be stopped for a separate spacing rehearsal of any section for which the spacing and/or timing has not been previously set on stage, or for specific rehearsal of any significant technical elements which affect the movement of the dancers (such as blackouts, flying of scenery, etc.) and which have not previously been set on stage.

Notwithstanding the above, the Engager may require the Artist to dance "full out" when it is crucial for the technical aspect being rehearsed. The Engager will make best efforts to advise the Artists of those sections prior to the commencement of the rehearsal.

16:39 Touring

Whenever the Artist, while engaged by the Engager, is required by the Engager to be outside the City of Origin for any reason for any day or portion thereof, the Artist shall be considered to be "on tour" and the per diem shall apply.

16:40 Understudy

An "Understudy" is an Artist designated to learn a role, but not necessarily to perform it.

17:00 APPRENTICE DANCERS AND STUDENTS

17:01 Quota

Notwithstanding a reduction in number of Artists due to sickness, leave of absence, or injury, the Engager may hire Apprentice Dancers, provided that the number of Apprentice Dancers does not exceed fifteen percent (15%) of the total number of full-season dancers (including Apprentices). This number shall be rounded up or down to the nearest whole number.

These Apprentice Dancers will be hired from the Royal Winnipeg Ballet School or other professional schools.

17:02 Equity Initiation Fee

Apprentice Dancers shall join Equity as Associate Members. The Engager shall pay the cost of the Associate Member initiation fee and the dues owing for the current period on behalf of the Apprentice Dancer.

17:03 Interview with Artistic Director

At the conclusion of the Apprentice Dancer's first season, said Apprentice Dancer shall be granted a private interview with the Artistic Director for the sole purpose of discussing the Apprentice Dancer's future with the company.

17:04 Students (Non-Professionals) Engaged to Augment the Corps

With prior written notification to Equity, the Engager may engage ballet school students as defined in this Agreement in non-Principal, non-Soloist roles to augment the Corps in dancing roles for a full corps ballet. Such ballet school students will not be required to become members of Equity. Prior to providing any service, students engaged in accordance with this Clause shall be signed to non-professional affidavits provided by Equity attesting to not being or having been members of any professional performing arts association or union. The non-professional affidavits shall be filed with Equity in a timely manner.

When required to perform, a student shall be paid fifty percent (50%) of the current first year Corps de Ballet minimum weekly fee, pro-rated at not less than one-fifth (1/5) per performance. Students required to tour shall be paid the applicable per diem in accordance with Clause 18:06.

The engagement of students shall be governed by the provisions of this Agreement with regard to rehearsal hours, travel hours, rest periods and overtime.

Provided that students are engaged as above, students from the Royal Winnipeg Ballet School's Recreational Program or the community at large may be engaged as Supernumeraries in accordance with Clause 16:36.

17:05 Casting

With the exception of roles designated for Children, the assignment of a Student in a production may not exceed the performance casting assignment of any season Dancer (including Apprentices), Guest Artist, Supplementary Dancer, Character Artist or Replacement Dancer, unless the Student is engaged on an Engagement Contract as such. Casting assignments shall be assessed broadly across the entire run of a production and not on an individual performance basis.

18:00 FEES AND OTHER COMPENSATION

18:01 Minimum Fees

Artists shall be compensated at not less than the minimum fee outlined below for the category for which they are engaged.

All fees are weekly unless otherwise specified.

Artist Fees	2023-2024	2024-2025	2025-2026
Apprentice	\$725.00	\$746.75	\$769.15
Corps de Ballet	\$909.33	\$936.60	\$964.70
Second Soloist	\$1,056.29	\$1,087.97	\$1,120.61
First Soloist	\$1,163.74	\$1,198.65	\$1,234.61
Principal	\$1,537.20	\$1,583.32	\$1,630.82
Fight Director, Per Hour	\$113.67	\$117.08	\$120.59
Fight Director, Half Day	\$449.26	\$462.73	\$476.61
Fight Director, Full Day	\$744.56	\$766.89	\$789.90
Production Stage Manager	\$1,407.30	\$1,449.52	\$1,493.00
Stage Manager	\$1,183.24	\$1,218.74	\$1,255.30
Stage Manager (3rd and Subsequent Years)	\$1,234.02	\$1,271.04	\$1,309.17
Assistant Stage Manager	\$920.16	\$947.77	\$976.20
Resident Choreographer	\$1,201.87	\$1,237.92	\$1,275.06
Ballet Master	\$1,217.85	\$1,254.39	\$1,292.02
Narrator/Singer	\$1,086.76	\$1,119.37	\$1,152.95

Other Compensation	2023-2024	2024-2025	2025-2026
Additional Duty (per performance)	\$91.13	\$92.95	\$94.81
Fight Captain (additional per week)	\$37.52	\$38.27	\$39.03
Overtime, per 1/4 hour	\$19.30	\$19.68	\$20.08
Overtime, per 1/2 hour	\$34.30	\$34.99	\$35.69
Overtime, per hour	\$67.54	\$68.90	\$70.27

Each full season Artist and Stage Management personnel shall receive a seniority increase of not less than three percent (3%) from their contractual weekly fee from the previous season.

The Engager may not, in subsequent seasons, reduce the weekly fee of an Artist from their previously contracted weekly fee.

18:02 Categories

(A) Category Relation

The categories - Principal, First Soloist, Second Soloist and Corps de Ballet - relate to the position of the Artist's billing in the overall billing of the entire company and do not relate to the casting in an individual ballet, or roles to be performed in any ballet.

(B) Billing by Category

A Principal dancer is one who is billed in the overall billing of the entire company in the largest type face; a Soloist is one so billed in the second largest type face, and a Corps de Ballet dancer is one who is so billed in the third largest type face.

(C) Service Rendered

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

- (i) Principal;
- (ii) First Soloist;
- (iii) Second Soloist;
- (iv) Corps de Ballet dancer;
- (v) Apprentice
- (vi) a combination of two categories, subject to individual negotiation between the Artist and the Engager.

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

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

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

(D) Minimum Compensation

The Engager agrees to pay at least the minimum fee stipulated in this Agreement for the highest category under which the Artist is individually contracted.

(i) Pro-Rating Payments

- (a) At the commencement or termination of the Artist's engagement, if the Artist is engaged to perform or rehearse for part of a week, for four (4) days or fewer, the compensation may be pro-rated and the Artist paid one-sixth (1/6) of the weekly contractual fee for each day or part thereof. If the Artist is engaged for more than four (4) days, then the weekly contractual fee must be paid.
- (b) The Artist's compensation can be pro-rated, at a rate of one-sixth (1/6), for days worked within pay periods at the start or end of a hiatus period.

(E) Service Provided in More Than One Category

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

18:03 Seniority Minimum

(A) Eligibility

For the purpose of determining the eligibility of the Artist to any seniority compensation provided for above, an Artist shall be required to have been engaged by the Engager no less than twenty (20) weeks in the fifty-two week (52) period immediately succeeding initial engagement by the Engager. Thereafter, when fifty-two (52) weeks have elapsed since the last time seniority eligibility has been computed and if the Artist has been engaged by the Engager at last twenty (20) weeks within that fifty-two (52) week period, then the Artist shall receive an additional seniority increase as provided in this paragraph.

Any Artist who is signed to an Engagement Contract after the effective date of this Agreement shall have seniority compensation computed on the basis of the provisions contained herein.

(B) Leaves of Absence

In cases where the Artist has been granted official leave of absence by the Engager in writing, the Artist shall not lose any seniority, as provided for in Clause 18:03, for the duration of such leave of absence. The Artist shall not accrue additional seniority during the leave of absence. An Artist who has left the Engager for a period of not less than one (1) year may be re-engaged with not less than the seniority in the category accrued upon departure.

(C) Equivalent Seniority

Any Artist who has been previously engaged by the National Ballet of Canada or the Royal Winnipeg Ballet in the Corps de Ballet shall, if engaged by the other Engager, receive seniority as a Corps de Ballet dancer at least equivalent to that which the Artist had received in the Artist's previous engagement year.

18:04 RRSP

(A) Season Artist

Commencing with the first year of a Season Artist's engagement with the Engager, the Engager will deduct three percent (3%) of the Artist's contractual in-town fee to which the Engager will add a contribution equal to four percent (4%) of the Artist's contractual in-town fee for a total contribution of seven percent (7%) of the Artist's contractual in-town fee. This Clause does not apply to Artists engaged as Apprentices.

(B) Non-Season Artists

(i) Continuation of Contribution

If a Non-Season Artist has already had RRSP contributions made pursuant to Clause 18:04(A), the Engager shall continue to deduct three percent (3%) of the Artist's contractual in-town fee to which the Engager will add a contribution equal to four percent (4%) of the Artist's contractual in-town fee for a total contribution of seven percent (7%) of the Artist's contractual in-town fee whenever the Artist is engaged by the Engager under an Engagement Contract as so required by the Agreement.

(ii) First Engagement Contract

For a Non-Season Artist who has not already had RRSP contributions made pursuant to Clause 18:04(A), on their first engagement contract the Engager will deduct three percent (3%) of the Artist's contractual in town fee.

(iii) Second and Subsequent Engagement Contracts

For a Non-Season Artist who has not already had RRSP contributions made pursuant to Clause 18:04(A) on their second and subsequent engagement contracts the Engager will deduct three percent (3%) of the Artist's contractual in town fee to which the Engager will add a contribution equal to four percent (4%) of the Artist's contractual in-town fee for a total contribution of seven percent (7%) of the Artist's contractual in-town fee. For the purposes of this Clause, if the Artist's second engagement contract does not take place within ten (10) years of their first engagement contract, it shall be considered a first engagement contract.

For the purposes of Clauses 18:04(B)(ii) and (iii) above, RRSP deductions and contributions apply to Equity members and UDA members.

(C) Invoicing/Payments

The Engager will be invoiced for RRSP payments on a monthly basis and payment is due on the last day of each following month. Payments which do not reach the Equity office by the due date will be assessed a two percent (2%) interest charge compounded monthly.

(D) Contributions Limit

Contributions are not required on that part of the weekly contractual fee which is in excess of the amounts as specified below.

	2023-2024	2024-2025	2025-2026
Contributions Limit	\$2,412.94	\$2,412.94	\$2,412.94

18:05

Vacation Pay

All Full Season Artists engaged by the Engager shall receive three (3) weeks of paid vacation, and all Artists not engaged for a Full Season shall receive six percent (6%) vacation pay.

"Full Season" shall mean, for the purposes of this Clause 18:05, being considered to have worked at least thirty-three (33) weeks in the Season. Paid days taken in accordance with Clause 39:02 Sick and Personal Leave are considered days worked. The rates are calculated on one (1) week's contractual in-town fee for full season Artists and on gross taxable earning including overtime for each and every week for partial season Artists. Payment of the accrued vacation pay shall be made to the Artist upon the conclusion of the Engagement Contract. Should the Engager grant an Artist an unpaid leave of absence during the period the Artist is contracted by the Engager, the period of such leave shall not be used for calculating the Artist's vacation entitlement.

One (1) week of paid vacation shall be scheduled immediately following the December performances. This period shall be exclusive of statutory holidays as stipulated in Clause 16:13(I). However, if a statutory holiday falls within the scheduled vacation week, a day in lieu will be scheduled at the end of the paid vacation week, prior to rehearsals re-commencing.

Any remaining vacation entitlements shall be paid out to the Artist at the conclusion of their engagement contract.

18:06 Accommodation and Per Diem on Tour

(A) Hotel Accommodation

The Engager shall provide at no cost to the Artist, hotel accommodation (including taxes) for the Artist while on tour based on twin/double occupancy of a room. An Artist for whom a Sharer cannot be found shall be provided with single accommodation which the Engager shall pay for.

(B) Per Diem

The per diem on tour in Canada for the duration of this Agreement shall be as specified below.

2023-2026	
Per Diem	\$77.00

While on tour in the U.S.A., the per diem shall be as specified below.

2023-2026	
Per Diem	\$77.00 USD (paid in Canadian currency)

In no event shall the per diem paid to the Artist be less than \$77.00 CDN.

While on tour in Canada and the USA, per diem shall be paid in Canadian dollars.

(C) Late Departure

On the day of departure from the City of Origin, if the departure is after 10:00, seventy-five percent (75%) of the amount specified in Clause 18:06(B) is payable, and if the departure is after 14:00, fifty percent (50%) of the amount specified in Clause 18:06(B) is payable.

(D) Early Return

On the day of return to the City of Origin, if the return is prior to 18:00, fifty percent (50%) of the amount specified in Clause 18:06(B) is payable.

(E) Currency Calculations

On travel days where an international border is crossed and per diem is based on a different currency, it will be calculated based on the amount of time spent in each country during the travel day. If the arrival in a new country is after 10:00, seventy-five percent (75%) of the daily per diem shall be calculated based on the new currency, and if the arrival is after 14:00, fifty percent (50%) of the daily per diem shall be calculated based on the new currency.

18:07 Fee Payments

Fee payments will include a statement setting out the following payments or deductions: gross fee earned and period of payment, date of payment, net fee, Engager's contributions, touring differentials, amount payable, date and location of infringements, foreign exchange (if any), and Equity working dues.

18:08 Minimum Length of Engagement

(A) Principal Dancers, Soloists, Corps de Ballet, and Apprentices

With the exception of any Artists not engaged for a full season in accordance with Article 20:00, all Artists shall be engaged for no less than forty (40) weeks. For the purpose of this Clause 18:08, "full season" shall be the longest span on any Engagement Contract.

Notwithstanding the above, Equity acknowledges that circumstances may arise that prevent the execution and/or fulfillment of a full-season Engagement Contract as provided for above. In such cases, Equity and the Engager will discuss the circumstances to arrive at a mutually agreeable solution.

(B) Fight Captain

A Fight Captain must be an Artist member of the company engaged for the duration of one (1) or more productions throughout the season.

A Fight Captain shall be paid the additional weekly fee specified in Clause 18:01 in addition to the Artist's contractual in-town fee for each week or part thereof from the date of the first fight rehearsal of a production through to the final performance of said production.

18:09 Hiatus Weeks

The Engager may schedule up to two (2) hiatus week(s) during the Season, provided that:

- (i) for each hiatus week during the season, one (1) additional week of work will be scheduled at the beginning and/or end of the season; and
- (ii) such hiatus week(s) shall apply to the company as a whole; and
- (iii) such hiatus week(s) and additional work weeks shall be scheduled prior to the commencement of the season, and the dates shall be confirmed in a rider to the Artist's Engagement Contract; and
- (iv) such hiatus weeks shall not be scheduled less than two (2) weeks prior to the beginning of a performance period; and
- (v) such hiatus weeks shall not be scheduled consecutively without the written consent of Equity.

18:10 Reimbursement for In-City Travel Following Late Reception

Each Artist attending a reception following a Winnipeg performance at the request of the Engager, will have reasonable taxi fare to place of residence reimbursed if transportation is not provided and if such reception goes beyond 23:30.

18:11 Physical Fitness Stipend

Upon the presentation of official receipts from a physical training facility, or physical trainer, or for the purchase of related physical training equipment, the Engager will reimburse each returning Artist up to two hundred and twenty-five (\$225.00) towards such costs associated with maintaining their fitness between Seasons.

18:12 Payment Towards Permanent Residency Costs

Should a non-resident Artist apply for, and obtain, their Canadian Permanent Residency while engaged by the Engager, the Artist shall be eligible for reimbursement as follows:

- (A) At the beginning of the subsequent Season's engagement, and upon providing proof of payment, the Artist will receive an amount equal to the costs that would be incurred by the Engager for their work permit renewal, per Clause 7:04(A).
- (B) In each subsequent Season that the Artist remains engaged by the Engager, they shall receive an amount equal to the costs that would be incurred by the Engager for their work permit renewal, per Clause 7:04(A), up to the total amount paid for required application costs (as determined by the Government of Canada) for their Permanent Residency.

19:00 PERFORMANCES

19:01 Maximum Performances in Six (6) or Nine (9) Days

Provided no infringement of Clause 19:02 is involved, there shall be no more than eight (8) performances in six (6) consecutive days or eleven (11) performances in nine (9) consecutive days. For the first performance over the limitations stated above, the Artist shall receive an additional one-eighth (1/8) of the Artist's weekly contractual fee, and for subsequent performances over the limitations as stated above, the Artist shall receive an additional two-eighths (2/8) of the Artist's weekly contractual fee for each such performance.

19:02 **Consecutive Performance Day Limitations**

No Artist may give more than three (3) performances on two (2) consecutive days except as follows. Where four (4) performances are given on two (2) consecutive days the following day must be a Free Day and the Free Day previous to the first double-performance day must be no earlier than the fifth day prior to the occurrence. In the event that the Engager wishes to travel the company the day after the completion of the two (2) double-performance days, the Engager may do so provided that the next day following the travel day is then a Free Day. Notwithstanding the provisions of Clauses 19:01 and 19:03, there may be no infringements of this Clause 19:02.

19:03 **Performance on a Free Day**

In accordance with Clause 16:13(A), should the Artist be required to perform on a Free Day, the Artist shall receive an additional two-sixths (2/6) of the Artist's weekly contractual fee.

19:04 **First Performance of a Season**

Should the Engager wish to schedule performances within the first two (2) weeks of the commencement of an Artist's Engagement Contract the Engager will consult with the affected Artist(s) and Equity.

19:05 **First Performance of the Day**

With the exception of school performances, the first performance of the day shall not commence before 12:00 noon. In the case of a school performance that begins prior to 12:00 noon, the Engager shall pay the Artist, as specified below, for the extended two-performance day.

	2023-2024	2024-2025	2025-2026
Extended Day	\$21.64	\$22.07	\$22.51

19:06 **Annual Gala**

The week in which the annual Royal Winnipeg Ballet fundraising Gala occurs shall be considered a performance week for all Artists, and all Artists are required to attend unless a special arrangement has been made with the Engager.

On the day of the Gala, Artists may only be called for Gala-specific duties and not to rehearse other works.

Artists are considered to be released from the Gala when the formal portion of the event has concluded.

20:00 **ARTISTS NOT UNDER SEASON CONTRACT**

20:01 **Guest Artist**

A Guest Artist shall be engaged on an Engagement Contract filed with Equity in all cases. A Guest Artist's Engagement Contract must guarantee payment of not less than two (2) weeks' minimum fee. Prorating of the weekly fee at the commencement or termination of the engagement for Guest Artists is permitted only for engagement periods of more than two (2) weeks.

20:02 **Supplementary Dancer**

A Supplementary Dancer shall be engaged on an Engagement Contract filed with Equity in all cases. The Supplementary Dancer may not be engaged at less than Corps 1. A Supplementary Dancer's Engagement Contract must guarantee not less than one (1) week's minimum fee. Prorating of the weekly fee at the commencement or termination of the engagement for Supplementary Dancers is permitted only for engagement periods of more than two (2) weeks.

20:03 Character Artist

A Character Artist shall be engaged on an Engagement Contract filed with Equity in all cases. A Character Artist's Engagement Contract must guarantee not less than one (1) week's minimum fee. Prorating of the weekly fee at the commencement or termination of the engagement for Character Artists is permitted only for engagement periods of more than two (2) weeks.

Character Artists shall be paid a weekly fee of no less than the Corps 1 rate as set out in Clause 18:01 for rehearsals and performances. In the event that an employee of the Royal Winnipeg Ballet is engaged to perform as a Character Artist they shall be paid for performance weeks only.

20:04 Replacement Dancer

A Replacement Dancer shall be engaged on a weekly Engagement Contract filed with Equity in all cases. A Replacement Dancer will be engaged at the category appropriate to the position they are engaged for. A Replacement Dancer's Engagement Contract must guarantee not less than one (1) week's minimum fee. Prorating of the weekly fee at the commencement or termination of the engagement for Replacement Dancers is permitted only for engagement periods of more than two (2) weeks.

20:05 Seniority Retained

An Artist who has left the Engager for a period of up to two (2) years must be re-engaged with not less than the seniority in the Corps de Ballet the Artist had accrued upon departure.

20:06 Membership Requirement for Artists not under a Season Contract

Non-Season Artists include Guest Artists, Supplementary Dancers, Character Artists, Replacement Dancers, Fight Directors and Intimacy Directors.

(A) Non-Season Artist Not a Member of Equity

In the case where a Non-Season Artist is not a member of Equity, one of the following Clauses shall apply.

(i) Member of Another Association

Should the Non-Season Artist already be a member of another professional performing arts association (such as, but not limited to, AGMA, AEA, UDA, ACTRA), they shall be subject to the provisions of the appropriate reciprocal agreement between Equity and said association.

(ii) Not a Member of Equity or Another Association

A Non-Season Artist who is not already a member of Equity or a member of another professional performing arts association shall not be required to join Equity, but, if they are eligible to join under Equity's Constitution and By-laws, shall be given the opportunity to do so.

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

2023-2026	
Permit fee per production	\$60.00

(B) Duration of Engagement

Notwithstanding the above, a Non-Season Artist may be required to join Equity as an Associate Member for any engagement, or combination of engagements, in any Season in excess of eight (8) weeks.

20:07 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 ballet with the company Artists.

Fees shall not be paid to such Non-Professional Groups, nor shall members of these Non-Professional Groups be obliged 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 operated for the profit of their individual members.

Professional Groups may be engaged as follows:

- (i) As a group in its entirety to augment a Royal Winnipeg Ballet production; or
- (ii) As a group to dance its own work from within its own repertoire as part of a mixed program.

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

The engagement of 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 20:07(A) or (B) above.

This Clause does not apply to the engagement of a musician or musicians who are not portraying a character or characters.

21:00 INTERMISSIONS AND CALLS

21:01 Intermissions and Calls

The Engager agrees that there shall be a fifteen (15) minute intermission between ballets or acts of ballets if an Artist appearing in both ballets or acts of ballets is required to make a change of either costume or make-up or both. The definition and placement of acts of ballets and scenes of ballets shall be at the discretion of the Engager. There shall be a call ten (10) minutes prior to the appearance of the Artists in such second ballet advising the Artists that they shall be required on stage five (5) minutes after such call. This Clause 21:01 may be altered by Equity at the request of the Engager where a program is made up of four (4) or more separate works. There shall be a half-hour call, a fifteen-minute call, and a final call "five minutes - beginners" shall be given. The intermission shall begin at the close of the curtain at the end of the ballet, act or final curtain call of the act or ballet, whichever is later.

21:02 Half-Hour Call

The Artist shall be in the theatre by the half-hour call unless excused in writing by the authorized representative of the Engager. In the event that the Artist is not in the theatre at the half-hour call and has not been officially excused, the Engager shall report the matter to Equity, and the Artist shall be subject to disciplinary action.

22:00 REST PERIOD AFTER MATINEE

22:01 No Evening Performance

Following a matinee performance on a day when no evening performance is scheduled, there shall be a minimum rest period of one-and-a-half (1-1/2) hours before the commencement of inter-city travel.

22:02 Double Performance Days

On a double-Performance Day, if the interval between performances is less than three (3) hours, the Engager shall arrange and pay for a hot meal in the theatre. If the interval between performances is less than two (2) hours, the Engager shall arrange and pay for a hot meal and pay the Artist the appropriate overtime rate for each quarter (1/4) hour or fraction thereof by which the interval is less than two (2) hours.

22:03 Interval Between Performances

In no case shall there be less than one-and-a-half (1-1/2) hours inclusive of the half-hour call between performances.

In the event that short works (meaning a ballet of less than sixty (60) minutes) are presented more than once in a Performance Day, there shall be no less than sixty (60) minutes between performances. There shall be at least one (1) break of at least ninety (90) minutes during the day, which shall be scheduled in consultation with the dancers involved in the performances, taking the performance schedule into consideration. This break may not be scheduled at the very beginning or end of the day. Additionally, there may be no more than three (3) performances of a short work in a single day.

23:00 END OF PERFORMANCE

23:01 Extended Performance Call

The Engager agrees that if a performance exceeds three (3) hours in length from the scheduled curtain up time, the Artist shall be compensated at the quarter (1/4) hour overtime rate per quarter (1/4) hour or part thereof during which the Artist is required to perform.

23:02 Release Following a Performance

The time at which the Artist is released will be considered the end of the performance for the Artist. In the event that the Artist's release time runs past three (3) hours, or 23:30, the Artist will be paid the quarter (1/4) hour overtime rate per quarter (1/4) hour or part thereof, until they are released.

In the event that curtain calls extend beyond three (3) hours, or 23:30, one (1) required full company call immediately following the fall of the final curtain shall not in itself constitute overtime.

23:03 Picture Call

A picture call (tableau) shall not be considered a curtain call and shall not in itself constitute overtime. Dancers must remain on stage until released by Stage Management.

24:00 SINGING, SPEAKING, AND FLYING ROLES/ADDITIONAL DUTIES

The Engager agrees that each dancer who shall be required to sing or speak lines in a ballet when such singing or speaking may be done by another person without injury to the essential structure or character of the ballet shall receive additional compensation of not less than the additional duty rate specified in Clause 18:01. The Engager agrees to confer with Equity and the Artist's representatives when such occasions arise with a view to determine whether or not payment is appropriate.

Where an Artist is flown during the performance of a ballet, such activity shall be deemed an additional duty for which the Artist shall receive additional compensation of not less than the additional duty rate specified in Clause 18:01. Any time required beyond the half-hour call for the Artist to be fitted with a harness or other similar device beyond what would normally be involved in putting on a costume shall be considered in addition to the Artist's half-hour call, and the Artist will be paid at the quarter (1/4) hour overtime rate. If the fitting of a harness or similar device takes place within the half-hour call, no overtime is paid.

Should an Artist be asked by the Engager to provide significant insight or expertise related to their culture or identity beyond the customary parameters of their contracted duties in a production, this shall be considered an additional duty. Should the Artist agree to provide such services, compensation shall be negotiated and ridered to their Engagement Contract and will be payable by the Engager at a rate not less than indicated in Clause 18:01 Overtime Compensation upon submission of an invoice. This payment is not subject to Working Dues Deductions (Article 4:00).

25:00 REHEARSALS

25:01 General Provisions for All Rehearsals

For the purpose of Article 25:00, any breaks or rest period infringements and any rehearsals which exceed the time limits specified therein shall be paid at the appropriate single overtime rate, unless otherwise stated.

(A) Computation of Rehearsal Time

Rehearsal time shall be computed from the time of the Artist's call for rehearsal and shall conclude at the time of dismissal of the Artist.

(B) Continuous Rehearsal

Any rehearsal of less than one hour (1) shall be counted, nevertheless, as one hour (1) hour. If the Artist is dismissed from rehearsal and is called for further rehearsal within that one (1) hour, such intervening time between dismissal and recall shall be counted as if the Artist had rehearsed. However, on performance day or on a day of a Dress Rehearsal, any rehearsal of less than a half (1/2) hour shall be counted as a half (1/2) hour. If the Artist is dismissed from rehearsal and is called back for further rehearsal within that one half (1/2) hour, such intervening time between dismissal and recall shall be counted as if the Artist had rehearsed.

(C) Overtime Rehearsal

The Artist shall not be required to rehearse more than two (2) hours of actual overtime in any one (1) day. Should the Artist rehearse more than two (2) hours of overtime, the Artist will be paid at double the overtime rate for each quarter (1/4) hour or portion thereof beyond the two (2) hours. (Also see Clauses 25:02(B), (C) and (D) and Clauses 25:03(D) and (E) concerning span.)

If a Dress Rehearsal extends into overtime, the Artist required to attend shall receive the quarter (1/4) hour overtime rate for any quarter (1/4) hour or part thereof.

If a Technical Rehearsal extends into overtime, the Artist required to attend will receive the quarter (1/4) hour overtime rate for each quarter (1/4) hour or part thereof.

An Artist called for an emergency rehearsal will, if the emergency rehearsal results in the infringement of more than one Clause, be paid only at the highest overtime rate applicable to the Artist for the period of the emergency rehearsal.

(D) Breaks

Rehearsal blocks shall generally be three (3) hours in length and such blocks will be broken into shorter rehearsal periods by rest breaks.

In each three (3) hour rehearsal block, Artists shall be given no less than fifteen (15) minutes of rest breaks. Each rest break shall be not less than five (5) minutes in duration.

In the event that a rehearsal period extends longer than fifty five (55) minutes, there shall be no less than twenty (20) minutes of rest breaks within the three (3) hour rehearsal block.

However, in no case shall a single rehearsal period extend beyond eighty (80) minutes.

The distribution/allocation of rest breaks shall be at the discretion of the Engager.

In the case of a Run-Through Rehearsal, it is understood that the breaks may be taken appropriate to the running times of the acts of the production.

(E) Meal Break Prior to Dress Rehearsal

If a meal break immediately precedes a Dress Rehearsal, then that meal break shall be not less than one-and-a-half (1-1/2) hours inclusive of the half-hour call. (Also see Clause 16:08, Dress Rehearsal.)

(F) Maximum Consecutive Hours

The maximum number of consecutive hours of rehearsal for which an Artist may be required to rehearse is three (3) hours and rehearsals may not be resumed until the Artist has had at least a one (1) hour rest period. If the Artist is required to rehearse more than three (3) consecutive hours, the Artist shall be paid additional compensation at double the quarter (1/4) hourly overtime rate per quarter (1/4) hour or part thereof.

Notwithstanding the above, once per engagement week, and upon written notification to Equity, the number of consecutive hours of rehearsal may be extended by one (1) hour without incurring overtime provided no additional service (rehearsal, travel, costume fittings etc.) is required from the Artist on that day. An additional one-half (1/2) hour may be scheduled without incurring overtime for the purpose of putting on costumes.

In the case of a Technical Rehearsal in the theatre, the maximum number of consecutive hours may be extended to four (4) hours without penalties. Additional services may be provided either before or after the Technical Rehearsal provided that there is a one (1) hour break between such services and the Technical Rehearsal or vice versa. In no case may this provision be used to extend the maximum number of rehearsal hours or the span of day.

The Artist will not be required to travel to another building of rehearsal or performance or perform any service whatsoever for the Engager during rehearsal blocks or the one (1) hour rest period.

(G) Overtime

If an Artist is scheduled for an overtime rehearsal, the Artist shall be paid the quarter (1/4) hour overtime rate, even though said rehearsal may be cancelled, if the cancellation was announced after the end of rehearsal on the previous day with less than twenty-four (24) hours' notice.

(H) Break After Class

There shall be a break of fifteen (15) minutes between the scheduled end of class and the commencement of rehearsals.

(I) Taking Charge of Rehearsal

Should an Artist be directed in writing by the artistic staff to take charge of a rehearsal or to teach a role or roles, the Artist will be paid the quarter (1/4) hour overtime rate for such work in addition to the Artist's contractual in-town fee.

(J) Class

The Engager must provide a non-compulsory class before rehearsals or performances on every working day which shall, whenever possible, be no less than seventy-five (75) minutes in length. If any rehearsals, other than for spacing only, are scheduled before a class, a warm-up must be provided beforehand.

On performance days, should there not be sufficient studio space to accommodate all Dancers, class will be held on stage when possible. When it is anticipated that there will not be adequate space to accommodate all Dancers for class, alternative spaces or scheduling will be discussed with the Equity Liaisons.

(K) Company Meetings

Company meetings called by the Engager which Artists are required to attend shall be considered a part of rehearsal time for those Artists.

(L) Activities Deemed Rehearsal Time

Time required for the Artist to facilitate work, assist supers or extras for performances, the use of stage apparatus, or any other activity for which an Artist is called by a Stage Manager or Ballet Master shall be deemed rehearsal time.

(M) Use of Study Recordings

The use of study recordings is not intended to replace regular rehearsal time.

Any Artist may request to make use of study recordings for their own purposes of learning a role. It is agreed that the Artist will not use these recordings for any purpose other than learning the ballets without written consent from the Engager.

In cases where the Engager requires in writing an Artist to review a recording for the purposes of learning a role outside of regular rehearsal time such time shall be deemed paid rehearsal time pursuant to the provisions of this Agreement.

25:02 Rehearsals on a Rehearsal Day

(A) Standard Hours

On a Rehearsal Day the Artist may be required to rehearse for six (6) hours out of eight (8) hours from the beginning of the day's first scheduled rehearsal of the Artist. In the City of Origin, the week may consist of up to five (5) six (6) hour Rehearsal Days with two (2) free days. In any engagement week which contains three (3) or more Free Days, the remainder of the days may be either Performance Days or Rehearsal Days of six (6) out of eight (8) consecutive hours.

(B) Sixth Rehearsal Day

At the Engager's discretion, the Artist may not be required to rehearse on a sixth day in the City of Origin except under the following conditions:

- (i)** a Choreographer or their official assistant, not residing in the point of origin or engaged as a resident choreographer by the Engager, is working with the Artist in the point of origin;
- (ii)** time rehearsed on the sixth day shall be subtracted from the week-day rehearsal in half-hour increments per day, not to exceed one per Rehearsal Day. The maximum time an Artist may rehearse on a sixth day shall be two-and-one-half (2-1/2) hours, such hours to be consecutive. Rehearsals on a sixth day shall not be scheduled after 14:00. Therefore, during the engagement week, on a Rehearsal Day, prior to the sixth day, the Artist will be rehearsing for no more than five-and-a-half (5-1/2) hours out of seven-and-a-half (7-1/2) hours from the beginning of the day's first scheduled rehearsal of the Artist.

- (iii) a concession to allow an in-town choreographer the ability to rehearse on a sixth day shall not be unreasonably withheld. The concession must be requested at least two (2) weeks in advance and include the specific date(s), hours and dancers required for the specific rehearsal.

(C) Payment for Additional Rehearsal Hours

For time rehearsed beyond the seven-and-a-half (7-1/2) or eight (8) hour span, the Artist shall be paid at the appropriate overtime rate per quarter (1/4) hour or portion thereof even though the Artist may not have rehearsed the maximum five-and-a-half (5-1/2) or six (6) hours.

(D) Rest Period Included in Additional Rehearsal Time

A rest period of one (1) hour or more which precedes an overtime rehearsal and occurs after the expiry of a seven-and-a-half (7-1/2) hour or eight (8) hour span shall be considered overtime.

(E) Overnight Rest Between Rehearsals

The Artist shall not be required to rehearse sooner than fourteen (14) hours following the end of the last preceding rehearsal period of the previous day unless the last preceding rehearsal period occurred on a Performance Day or on a Rehearsal Day which included a Technical or Dress Rehearsal.

(F) Overnight Rest Between Rehearsal and Other Services

In no case shall the Artist be required to rehearse or to perform any service whatsoever, except travel, sooner than twelve (12) hours following the end of the last preceding performance or rehearsal of the previous day. The Artist may travel no sooner than ten (10) hours following the end of the last preceding performance or rehearsal of the previous day.

(G) Payment for Service Provided During Overnight Rest Period

If the Artist is required to rehearse or to perform any service during this specified overnight rest period, the Artist shall be compensated at not less than the hourly overtime rate per hour or fraction thereof.

25:03 Rehearsals on a Performance Day

(A) Two-Performance Day

On any day on which two (2) performances are scheduled, any Artist involved in both performances may not be required to rehearse. One (1) half (1/2) hour spacing rehearsal in street clothes may be called if it does not infringe on a rest period. On a day where two (2) performances are scheduled, a warm-up will be provided one (1) hour before the second performance.

(B) No Rehearsal Following an Evening Performance

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

(C) Single Performance Day

On any day on which only one (1) performance is scheduled, the Artist shall not be required to rehearse in excess of two (2) consecutive hours.

On the day of the season's first performance of a ballet or upon the restaging of a ballet which has not been performed by the company in the past three (3) months, as well as on one other Performance Day during the same performance week (in order to rehearse a second cast of a ballet), this time may be increased by one (1) hour and the span of day increased by one hour, provided that the total amount of rehearsal does not exceed three (3) consecutive hours. If the third hour is required, then all three (3) hours must be used to rehearse the ballet being performed that day.

An additional three (3) hour rehearsal may be scheduled on a Performance Day in which a full run is required in order to rehearse with a third cast of leads, or a new orchestra/live musical element.

(D) Span of Day Prior to Curtain Time

The Artist may not be required to rehearse or to perform any other duties, excepting travel, earlier than five (5) hours before curtain time on a single Performance Day (evening performance), nor earlier than two-and-a-half (2-1/2) hours before curtain time of a matinee. The Engager, upon advising the Artists may extend the five (5) hour span by one (1) hour, once per calendar week (with no less than seventy-two (72) hours between any occurrences) without overtime in order to accommodate other unions' or associations' rules and/or regulations which could not be accommodated through the regular span and could not be changed to conform to it. In this case, the half-hour call is excluded from the span of day.

(E) Payment for Exceeding Span of Day

If an Artist is required to rehearse before the five (5) hour span preceding curtain time, or two-and-a-half (2-1/2) hours before a matinee, the Artist shall be paid the appropriate overtime rate for all the hours prior to the span limitation, whether or not all the hours previous to the commencement of the span had been utilized in rehearsal. (See Clause 25:03(D).)

(F) No Rehearsal Following a Matinee Performance

On a single Performance Day, there shall be no rehearsal scheduled following the conclusion of a matinee performance. Notwithstanding the above, a note session of no more than one half (1/2) hour may be given after any matinee performance of "Nutcracker." There shall be a half (1/2) hour break after curtain before the note session begins.

(G) Break Prior to Performance

The Artist shall have one-and-a-half (1-1/2) hours free, inclusive of the half-hour call, prior to the performance during which the Artist may not be required or called upon to rehearse.

(H) Overtime

If the Artist shall be required to rehearse in violation of Clause 25:03(F) or (G) the Artist shall be compensated at double the half (1/2) hour overtime rate for each half (1/2) hour or part thereof.

(I) Payment for Emergency Rehearsal on a Two Performance Day

If an emergency rehearsal is called, the Artist will be paid the half-hour overtime rate for each half (1/2) hour or part thereof.

(J) Fight Rehearsal Prior to Half-Hour Call

The Artist may be required to rehearse fight sequences for a maximum of five (5) minutes immediately prior to the half-hour call. The Artist must, prior to the fight rehearsal, receive the break specified in Clause 25:03(G).

26:00 UNDERSTUDIES

26:01 General Provisions/Requirements

Whenever possible, there must be an understudy, or sharer provided for each Principal role and Soloist role in each ballet. All understudies must be designated at the beginning of each season or the first rehearsal of each new ballet. The list of understudies must be posted on the company notice board before the end of the first week of rehearsal. All understudies are required to be at all rehearsals whenever available, and understudies must be paid the appropriate overtime rate when applicable. The Engager guarantees that there shall be at least one (1) full dancing rehearsal before the understudy is required to perform.

(A) Performances Outside the City of Origin

For performances outside the City of Origin, there may be no reduction in company size, including Apprentices, unless there is an Understudy or Sharer provided for every role in each ballet being performed.

26:02 Deemed Performance

If an understudy is required to be present at any performance, that day shall be regarded as a Performance Day for the Artist.

27:00 POSTING OF REHEARSAL AND PERFORMANCE SCHEDULES AND CASTING

27:01 Call Board

A call board shall be provided in each place where rehearsals and performances are regularly scheduled, as well as Studio 204, the company lounge and the elevator, and all notices concerning rehearsals, casting, and performances shall be posted thereon. It is the responsibility of each Artist to check the call board daily for information and schedule.

27:02 Weekly and Daily Rehearsal Schedule

During rehearsal periods an overview of the rehearsal schedule for the following week shall be posted in each building where rehearsals are scheduled to be given. An itemized daily rehearsal schedule detailing the repertoire, sections, and casting thereof to be rehearsed in each rehearsal will be posted in each place where rehearsals are scheduled to be given, as well as Studio 204, the company lounge and the elevator by the start of the first break in the first rehearsal block of the day before or twenty-two (22) hours in advance of the commencement of each Rehearsal Day, whichever comes sooner. All schedules will also be distributed to the Artists by email. In the case where schedules are able to be posted electronically on screens in the building, paper copies need only be posted in Studio 204. Where a role or cast has sharers and/or understudies, the Artist's name and cast must be specified on the schedule. The schedule must specify all Artists called for the rehearsal except as outlined in Clause 27:04. All TBA's on the weekly schedule must be filled in not later than twenty-two (22) hours in advance. Changes to the repertoire being rehearsed in a posted rehearsal may only be made subject to the provisions of Clause 27:03.

In addition, where a Choreographer will be observing rehearsals and/or class, the Artists shall be notified on the daily schedule.

In the event that the Artist does not inform the Engager that said Artist will be unable to attend a rehearsal or a performance (see Clause 27:05) or is late for a rehearsal call or a performance call, the person in charge of said rehearsal or performance shall advise the Engager who may deduct from the Artist's fee the quarter (1/4) hour overtime rate for each quarter (1/4) hour or portion thereof for the time missed. The Artist and Equity will be notified in writing of any deductions made pursuant to this Clause, and the notice will include details of the infraction and amount to be deducted. The Artist may appeal through Equity the Engager's decision not to pay the Artist for the time missed. Equity's decision on any appealed case shall be final and binding.

In the event that a member of the Artistic staff is late in excess of twenty (20) minutes and where the Artist is not notified of the delay, the Artist must consult the Stage Manager or Company Manager who will advise as to whether the Artist is obligated to remain at the call.

27:03 Unanticipated Changes

Where changes are to take place in rehearsal schedules already posted, the Engager shall post an updated schedule not later than the beginning of the Artist's last rehearsal block, or the half-hour call for a performance, or shall notify the Artist personally of the correct rehearsal call in the day prior to the scheduled rehearsal.

The Artist must inform the Engager at least two (2) hours in advance if the Artist is unable to attend rehearsal due to illness or for personal leave (see Clause 39:02). Changes to the posted rehearsal schedule necessitated by an Artist's absence due to illness, injury, unexcused absence, personal leave, or severe weather must be made at least sixty (60) minutes prior to the rehearsal call. If the Artist has provided less than two (2) hours notice of absence, the Engager shall post changes to the rehearsal schedule as soon as possible. In the case of a change necessitated by an unscheduled absence of a member of the Artistic Staff, the Engager shall post changes to the rehearsal schedule as soon as possible.

27:04 TBA Rehearsal

Any rehearsal may be marked "TBA" under the following conditions:

- (i) a choreographer or their assistant, is present creating and/or setting a new work. Only the ballet of the Choreographer or their assistant shall be marked "TBA";
- (ii) all "TBA" rehearsals on the schedule must designate the name of the ballet to be rehearsed; and
- (iii) the names of those Artists called to the rehearsal shall be added to the daily schedule no later than the Artist's last call of the Rehearsal Day, or the half-hour call for a performance, on the day prior to the scheduled "TBA" rehearsal.

27:05 Responsibility for Posting and Notice of Daily Rehearsal Schedule

If the Engager does not abide by the foregoing Clauses 27:01, 27:02, 27:03, 27:04, or any part thereof, the Artist shall be exonerated for any lateness or missing of rehearsals occasioned thereby. Where the Artist is not present when the rehearsal call is posted and the Engager has abided by the foregoing, it is the Artist's responsibility to find out when the Artist's next call will be. If the Artist requests to be excused from a rehearsal or performance said Artist must complete a permission to be absent form and obtain the signature of the Engager's designated representative prior to the Artist being absent from the rehearsal or performance.

27:06 Performance Program and Casting

The list of ballets to be performed shall be posted on the bulletin board and in Studio 204 not less than four (4) weeks in advance of opening night. All Artists, including covers, sharers and understudies, must be informed of the general casting of a ballet in the current season either four (4) weeks in advance of opening night or prior to the first rehearsal of said ballet, whichever comes first. This last requirement does not apply in the case of new creations, acquisitions and re-licensed ballets, in which case the Artist must be informed no later than ten (10) Rehearsal Days after the commencement of rehearsals for said work. All Artists, including covers, sharers and understudies must be informed of performance casting two (2) weeks before a performance, and in any case before this information is released to the box office or the news media.

27:07 Cast Changes

Cast changes for ballets during a performance season, other than emergency changes, must be posted two (2) days in advance. Failing which, each Artist directly involved in the change shall be paid one sixteenth (1/16) of the Artist's weekly contractual fee for each such occurrence.

27:08 "Sign-in" Sheet

The "sign-in" sheet, if there is one, must be posted one-and-a-half (1-1/2) hours before curtain and each Artist must sign in individually. Once the Artist has signed in, said Artist may not leave the theatre.

27:09 Payment for Insufficient Notice of Changes to the Performance Schedule on Tour

Any additional performances added to the touring performances schedule or changes in the touring performance schedule, which results in two (2) consecutive double-Performance Days on less than five (5) days' written notice, shall require payment of an additional one-eighth (1/8th) of the Artist's in-town fee to each Artist dancing in the additional performance. (See also Clause 28:01(B).)

28:00 TOURING

28:01 General Provisions

(A) Itinerary

The Engager shall submit to Equity a copy of the proposed itinerary of any tour. Such report shall be submitted at least fourteen (14) days preceding the first day of any tour.

(B) Itinerary Made Available to the Artists

One (1) copy of the tour itinerary will be made available to each Artist not later than twenty-one (21) days prior to the commencement of the tour if such information is available, but such information as is available must be furnished to the Artist at least two (2) weeks prior to the commencement of tour. Paper copies will be provided upon request. Any additions or changes to the programming except for emergencies must be announced to the company at least five (5) days in advance of such change. The Engager agrees to invite the dancers' representatives of the Communication Committee to a production meeting at least six (6) weeks in advance of the commencement of a tour in order to allow the dancers the opportunity of identifying potential problems.

(C) Return Transportation Provided

Whenever any Artist shall work for the Engager outside the City of Origin, the Engager shall arrange and pay for the transportation of such Artist from the City of Origin to such point or points outside and the Artist's return transportation to the City of Origin. (Also see Clauses 7:04 and 15:03.)

(D) Additional Transportation Costs

The Engager also agrees to pay for all approved transportation charges which may be incurred by the Artist during the course of a trip, such as taxi fares between terminals, airline limousines, taxis from terminal to hotel. Where such charges are incurred by the Artist when travelling with the company, authorization by the Engager must be obtained in advance.

(E) Personal Luggage

The Engager shall provide and pay for the transportation of the Artist's personal luggage to such outside point or points and return to the city of origin of up to one hundred and fifty pound (150lb.) weight in two (2) bags for bus travel, and up to 50 pound (50lb) weight, or such other weights as specified by the commercial carriers in one (1) bag for air travel. If the Artist chooses to check a second bag it will be at their own expense.

Dance bags will be transported in accordance with Clause 32:12.

Where possible, should there be space available on the company truck or containers, the Engager shall transport additional luggage for the Artists at no cost to the Artists.

Where a container is not provided for the transportation of the Artist's dance bag, the Engager will cover the cost of transporting both the Artist's personal luggage as provided for above and the Artist's dance bag.

The Engager shall be liable for any loss to the Artist on account of any loss or damage to personal luggage (ordinary wear and tear excepted), while in transit under the control of the Engager.

Insurance claims for such shall be made immediately upon loss to the Engager's insurance. In order to claim for loss or damage, an inventory of goods must be kept by the Artist and a copy submitted to management prior to departure. Claims will not be accepted for cash, jewellery, and electronics unless an inventory of such items was made prior to the tour.

When a commercial carrier is used, the carrier shall be responsible up to its prescribed limits. The Artist must provide a suitable container, and shall have kept the same locked when in transit. Liability shall not exceed the amounts as specified below for each Artist, with the exception of jewellery, cameras, and watches.

	2023-2024	2024-2025	2025-2026
Liability	\$3,232.64	\$3,297.29	\$3,363.23

The additional liability limit for jewellery, cameras, and watches shall be as specified below for each Artist.

	2023-2024	2024-2025	2025-2026
Additional Liability	\$1,616.31	\$1,648.64	\$1,681.61

From the moment the Artist's luggage is removed from the vehicle, the Artist is solely and completely responsible for said luggage until it is reloaded on to the vehicles, or any other vehicle which the Engager arranges, or until it is "checked-in" at airline, bus, or railroad depot. The Engager may require that a list of contents be supplied prior to departure on tour. The Artist will be required to clear their personal luggage through international customs.

(F) Additional Luggage

For any tour of over eight (8) weeks, or any tour with a change of climate or season, the Engager agrees to transport one additional luggage item for personal use at no cost to the Artist.

(G) Transportation of Artist's Personal Luggage

The Artist shall be responsible for transporting personal luggage to and from place of residence to the point of departure and return at the beginning and the end of the trip and the Engager shall reimburse the Artist's reasonable expenses for such transportation.

(H) All inclusive Tickets

Whenever an all inclusive ticket is provided by the Engager, the Artist shall not be required to pay for any part of it. Notwithstanding the above, the Artist shall be required to pay for any personal travel included on the ticket at the Artist's request, and any penalties occasioned by such changes to an itinerary.

28:02 Touring Provisions

(A) Hotels

Hotels provided by the Engager must be of at least a three (3) diamond or star (as classified by "CAA Travel") standard except where no such class exists in which case the standard will be of the equivalent class which does exist as determined by similar travel websites (ex. Expedia.ca). The Engager may utilize its current national hotel tour sponsor and partner, as well as any other future sponsors or partners, for all applicable cities on tour where such facilities exist. These facilities are understood to meet the standards of this Agreement.

The Engager shall make best efforts to ensure that the hotel is within reasonable walking distance from the Theatre, and is reasonably convenient to all amenities that may be required (i.e., restaurants, pharmacy, convenience store, etc.).

The Engager shall endeavour to provide the Artists with details of the hotel and surrounding area.

The Engager shall endeavour to provide the Artists with a map with directions to get to the Theatre from the hotel.

(B) Transportation Between Hotel and Theatre

In every case where the theatre is situated more than a one (1) kilometre from the hotel, transportation to the theatre, and return to the hotel after the performance or rehearsal will be arranged by the Engager. The time of departure shall not be later than forty-five (45) minutes after the final curtain. Should the Engager delay the departure time from the theatre beyond forty-five (45) minutes the actual departure time shall mark the beginning of the time for the required rest period. Any Artist who is not ready within the aforesaid limits shall be responsible for the Artist's own transportation to the hotel.

Should the post-performance travel time by bus between the theatre and the hotel(s) exceed thirty (30) minutes, the excess time (time spent travelling beyond the thirty (30) minute span) shall be added to the overnight rest period.

Notwithstanding the above, where the theatre is within one (1) kilometre of the hotel but inclement weather or unsafe conditions prevail, transportation will be provided for Artists. The definition of unsafe or inclement weather will be at the discretion of the Engager.

(C) Break After Arrival at Hotel

The Engager agrees that when an Artist has concluded a trip there shall be at least two (2) free hours from the time the Artist has received a key to a made-up hotel room to the time of call for transportation to the theatre for rehearsal or performance or any other duties. Should a made-up hotel room not be available to the Artist, the Artist must immediately inform both the company manager and the Equity Liaison(s) and separate transportation arrangements shall be made to allow the Artist the required two (2) hour rest period. The Artist shall not be required to participate in any rehearsal (optional or otherwise), performance or any other duties whatsoever for the Engager unless the Artist has specifically requested same. For any violation of this Clause 28:02(C) the Artist shall be paid the appropriate hourly overtime rate.

Notwithstanding the above, in circumstances where transportation is not required to the theatre, the two (2) hour rest period will be increased to two (2) hours and fifteen (15) minutes.

The scheduling of the optional class shall not infringe on the above rest period.

(D) Maximum Span of Non-Performance Travel Day

On a non-Performance Day on which there is travel, the span from the beginning of travel to the end of the last rehearsal shall not exceed eleven (11) hours. The Engager shall make best efforts to arrange for a late check-out, if required, in order to schedule the hotel check-out time as close as possible to the required bus call.

(E) No Rehearsal Following Long Travel Day

On a non-Performance Day, if the travel time, as defined in Clauses 28:04(F) and 28:05(C) exceeds five (5) hours in length, then on that day the Engager will not call any rehearsals.

On a non-Performance Day on which there is travel to the City of Origin, no rehearsal shall be scheduled.

Notwithstanding the above, where a direct flight from Winnipeg, Manitoba to Ottawa, Ontario is subsequently re-routed and there is no other reasonable alternative direct flight, a spacing rehearsal on a non-Performance Day may be scheduled after a maximum of six (6) hours from the time of departure in Winnipeg to time of arrival in Ottawa. If the travel time exceeds six (6) hours, the Engager will not call any rehearsals.

(F) 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 security, customs and immigration at international borders. Delays longer than two (2) hours shall be paid at fifty percent (50%) of the applicable overtime rate.

(G) Maximum Travel in Excess of Allowable Hours

No more than two (2) hours of overtime travel may be scheduled on any one (1) day without the express written consent of Equity. The Engager shall submit its written request to schedule additional overtime travel at the same time as when submitting the tour itinerary to Equity in accordance with Clause 28:01(A).

(H) Night Travel

Night travel shall be deemed to be travel between the hours of midnight and 09:00 and shall only be by railroad or airplane as provided in this Clause 28:02, except with the written permission of Equity.

Travel between midnight and 09:00 excluding Clause 28:02(B), whenever travel takes place between the hours of midnight and 09:00, the Artist shall receive the following payments:

- (i) between the hours of midnight and 07:00, the Artist shall receive compensation at double the quarter (1/4) hour overtime rate.
- (ii) between the hours of 07:00 and 09:00, the Artist shall receive compensation at the quarter (1/4) hour overtime rate.

(I) Proof of Insurance

The Engager agrees to submit proof to Equity in writing that the carrier company carries passenger liability insurance of at least two million dollars (\$2,000,000) on each vehicle employed.

(J) Group Registration at Hotel

The Engager agrees if at all possible to make previous arrangements so that the Artists will not be required to register individually immediately upon arrival at their designated hotel, where state, provincial or civic regulations so permit.

(K) Travel Schedule

The travel schedule for the following day shall be posted one-and-a-half (1-1/2) hours before scheduled curtain time the night before travel is to commence.

(L) Restaurant Facilities

The Engager agrees to endeavour to arrange for quality restaurant facilities after the termination of performance. The company manager will make a list of those Artists who have agreed to utilize these restaurant facilities. A list shall be posted of those Artists who have agreed to use the restaurant facilities, and those Artists shall be held responsible for any penalties, costs or deposits payable due to their non-appearance. The Engager shall provide transportation to such restaurants except where restaurants are available within walking distance. When restaurants of reasonable prices and quality are readily available, within easy walking distance of the theatre or the hotel following performances, this Clause 28:02(L) will not apply.

(M) Alternate Transportation

Should the Artist travel to the theatre or return to the hotel by any other means of transportation other than the transportation provided by the Engager, the Artist will not be reimbursed for such travel unless the travel is specifically approved by the Engager prior to its occurrence. In situations where the Artist shall be reimbursed for alternate travel, the Artist must provide a receipt to the Engager within seven (7) days of the occurrence in order to be reimbursed.

(N) Travel Log

The company manager or other representative of the Engager shall travel with the company at all times. The company manager will keep the travel log. The Equity Liaison(s) and the company manager or other representative of the Engager will sign the log daily, indicating that they are aware of the figures entered and noting any discrepancies.

28:03 Railroad Travel

The terms and conditions of railroad travel must be agreed upon by Equity and the Engager in advance of such travel before it may take place.

28:04 Bus Travel

The Engager agrees that where bus transportation is utilized, all of the following Clauses 28:04(A)-(H) shall apply.

(A) Routing

The Engager shall submit to Equity a detailed routing of any proposed bus tour based on the following schedule of maximum hours per each day of travel:

- (i) Double-Performance Days — no travel permitted
- (ii) Single-Performance Days — five (5) hours, with breaks to be accrued as follows:
 - (a) for travel periods that are shorter than two (2) hours, no break shall be accrued;
 - (b) for a travel period that is greater than two (2) hours, a twenty (20) minute rest break shall be accrued after two (2) hours of travel;
 - (c) for a travel period that is greater than four (4) hours not including the rest break, a meal break of one (1) hour meal break shall be accrued after four (4) hours of travel;
 - (d) only one (1) rest break shall be accrued during all travel on a single Performance Day.

The rest break shall be counted towards travel time for the purposes of calculating the maximum hours per each day of travel whereas the meal break shall not.

Such rest breaks and meal breaks are to be taken at a mutually agreeable time to be determined between the Equity Liaison(s) and an Engager Representative.

- (iii) Non-Performance Days — eight (8) hours, with breaks to be accrued as follows:
 - (a) for travel periods that are shorter than two (2) hours, no break shall accrue;
 - (b) for a travel period that is greater than two (2) hours, a rest break shall be accrued after two hours of travel;
 - (c) for a travel period that is greater than four (4) hours not including the rest break, a meal break of one (1) hour shall be accrued after four (4) hours of travel;
 - (d) only one rest break shall be accrued during travel prior to the first meal break being taken;

- (e) following the meal break, for each travel period that is greater than two (2) hours, a rest break shall be accrued after two (2) hours of travel;
- (f) following the meal break, if the travel period is greater than four (4) hours an additional meal break shall be accrued after four (4) hours of travel;
- (g) only one (1) rest break shall be accrued following the first meal break being taken but prior to the second meal break being taken.

The rest break(s) shall be counted towards travel time for the purposes of calculating the maximum hours per each day of travel whereas the meal break shall not.

Such rest breaks and meal breaks are to be taken at a mutually agreeable time to be determined between the Equity Liaison(s) and an Engager Representative.

The Engager shall use its best efforts not to schedule consecutive bus travel days at the maximum allowable travel time.

(B) Maximum Weekly Travel Time

Travel time shall be limited to thirty-eight (38) hours per week, overtime travel hours excepted. If the applicable travel time set forth above is exceeded, the Engager shall pay each Artist involved the appropriate overtime rate for each hour or portion thereof.

(C) 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 bus companies, and that it shall be equipped with heat, air conditioning, separate luggage quarters, luggage racks and lavatories. For trips of more than three (3) hours and where this seating does not create the need for an additional bus, single seats shall be assigned to dancers by rank on a priority basis.

(D) Interior Bus Conditions

There will be a distance of thirty-one inches (31") from the front of the seat to the front of the seat behind it. All buses will be designated as non-smoking.

(E) Cleanliness, Luggage, and Safe Driving

The bus shall be thoroughly cleaned each day, and the driver will be responsible for the loading and unloading of all luggage. The Engager shall instruct the driver to obey all traffic regulations, and speed and safety rules.

(F) Computation of Bus Travel Time

Travel time shall commence and be computed from the time the bus is scheduled to leave. The Artist shall be prompt for all bus calls and shall make luggage 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 second pickup, in which event travel time shall commence from the scheduled departure from the second pickup. Travel time shall be computed separately for each bus. Each bus, upon arriving at its destination, will first deliver the Artists to their hotels. Travel time shall end when the Artist has received a key to a made-up hotel room.

Where time lost going through security, customs and immigration at international borders exceeds a reasonably scheduled amount of time, up to two (2) additional hours to accommodate such a delay shall not be calculated in the computation of travel time.

(G) Overnight Rest

There shall be an interval of at least ten (10) hours between the final curtain on any one (1) night and the bus call for the next day's travel. In the case of any one (1) day being completely devoted to travel with no performance, there shall be an interval of at least twelve (12) hours between the termination of that day's bus journey, and the beginning of the following day's bus journey. Except as otherwise provided herein, travel shall not begin sooner than 09:00. Where travel takes place within the ten (10) hour rest period, the Artist shall be paid at the appropriate overtime rate for each hour or portion thereof. When scheduled curtain time is earlier than 20:00, travel may begin by the same amount of time prior to 09:00 but no earlier than 08:00 without any night travel penalties (see Clause 28:02(H)).

(H) Bus Standard

The Engager agrees that transportation by bus shall be by first-class motor bus, with heating and ventilating facilities in working order. In the event the bus used to commence a tour requires a replacement because of an emergency, such replacement bus shall meet the same standards as to seating capacity, luggage facilities, ventilation and heating facilities as in the initial bus. Such replacement shall take place within no more than three (3) days from the date of the occurrence of the emergency. Where such adequate replacement does not take place within the time specified above, the Artists shall have the right to refuse to travel by said bus.

28:05 Air Transportation

It is agreed that the Artist may travel by airplane subject to the following conditions being fulfilled:

(A) Life Insurance

The Engager agrees to purchase insurance on the life of each Artist during said airplane travel, having a value of no less than one hundred thousand dollars (\$100,000) through special facilities which are made available by Equity, or to provide the same coverage which shall be satisfactory to Equity through other facilities if available. The Artist will, however, sign over a statement of the Artist's beneficiary which must be duly recorded on each Artist's policy, or else legally certified through the office of the Engager.

(B) Air Carrier

All flights shall be on regularly scheduled airlines, or, with special permission, a chartered flight or military aircraft - such permission by Equity will not be unreasonably withheld.

(C) Computation of Air Travel Time

During a tour, air travel time shall be computed from the time of call for departure from the organized point of departure until arrival at destination (hotel or theatre) and is to include travel to and from airports, all waiting time at terminals, flight time and stop-over time, and all delays of any nature whatsoever, however caused, except that there shall be a two (2) hour tolerance for delays as outlined in Clause 28:02(F).

At the start of the tour, travel time shall be computed from the scheduled call time. At the end of the tour travel time shall end when the Artist exits the aircraft.

(D) Maximum Travel Time

The maximum travel time shall be as outlined below:

- (i) Double-Performance Day – No travel permitted
- (ii) Single-Performance Day – No travel permitted
- (iii) Non-Performance Day – Maximum of eleven (11) hours of travel

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.

For travel time beyond the allowable hours, or span of day, the Artists shall be compensated at the quarter (1/4) hour overtime rate per quarter (1/4) hour or portion thereof until travel ends, unless Clause 28:02(F) applies.

(E) Early Departure

Notwithstanding the other provisions of this Agreement, air travel may begin at 08:00 provided the overnight rest period is at least nine (9) hours in duration. The rest period stipulated in Clause 28:02(C) shall be increased by the amount of time prior to 09:00 and after 08:00 that the Artist is called to commence travel. In a case where a charter aircraft could not be made available at a later time, this Clause 28:05(E) may apply.

(F) Tolerance for Delays

Should departure be delayed due to any conditions, adequate accommodations shall be provided each Artist, including hotel room between midnight and 09:00.

(G) Transportation of Scenery/Equipment

When a flight is chartered by the Engager, scenery and other equipment will not be carried in the passenger section of the plane if it is of a nature and size that will cause discomfort to or endanger the Artists.

(H) Individual Travel

When the Artist is required by the Engager to travel separately from the remainder of the company travelling by air, the Artist will travel on a scheduled commercial airline.

28:06 Run-outs

At the option of the Engager on condition that the span of the day's work from pick-up at a central point to drop-off at the same point does not exceed twelve (12) hours (including travel to and from the place of performance and all meal breaks) members of the company may perform away from the City of Origin.

The Engager shall provide the Artist with the full daily expense allowance, and this allowance shall not be discounted for late departure or early return. The Engager shall not be required to provide the Artist with hotel accommodation.

Provided the return drop-off is not later than 01:00 night travel provisions of the Agreement shall not apply.

The Engager will reimburse Artists for the cost of taxis to their places of residence upon presentation of a receipt.

There must be a twelve (12) hour overnight rest period prior to any day which is governed by the provisions of this Clause. Where class is given in the point of origin prior to travel, the overnight rest period shall be deemed to end when class begins, otherwise, it will end when travel begins. Nevertheless, the permissible twelve (12) hour span of the day will always begin with the call for travel.

On the day following a run-out the Artist may not be required to provide any services prior to 12:00 noon and such services may not exceed the limitations as outlined below.

(A) Rehearsal Day

On a Rehearsal Day, the Artist may not be called for more than three (3) consecutive hours of rehearsal.

(B) Single Performance Day

On a single Performance Day, the Artist may not be called for more than one (1) hour of rehearsal before the performance.

The day following a run-out shall not be a two-Performance Day.

28:07

International Touring

When the Engager presents the company outside of Canada and the continental United States, the Engager will submit to Equity a proposed international tour rider including the review of the following Clauses as they may apply to each tour no less than thirty (30) days prior to the commencement of the tour. Both Equity and the Engager agree to complete the international tour rider fourteen (14) days in advance of the tour.

12:01	Weekly Payment
12:03(E)	Multiple Infringements
16:13(B), (C)	Free Day - Scheduling / Duration
18:02(B)	Billing by Category
18:06(B)	Expense Allowance and Accommodation on Tour
19:00	Maximum Number of Performances
22:01	No Evening Performance
23:01	Extended Performance Call
23:02	Release Following a Performance
25:02(F)	Overnight Rest Between Rehearsal and Other Services
25:02(G)	Payment for Service Provided During Overnight Rest Period
25:03(D), (E)	Span of Day Prior to Curtain Time / Payment for Exceeding Span of Day
28:01(E), (F)	Transportation - Personal Luggage / Additional Luggage
28:02(A), (B), (C), (D), (G), (H), (L)	Transportation - Touring Provisions
28:04(A), (G), (H)	Bus Travel - Routing / Overnight Rest / Bus Standard
28:05(D), (E), (F)	Air Transportation - Maximum Travel Time / Early Departure / Tolerance for Delays
32:12	Shoe Bags
32:13	Shoe and Make-Up Crate
32:14	Container for Pointe Shoes
34:05	Program and Souvenir Program

If no agreement to amend some or all of these Clauses is reached as a result of the review, the Clauses shall apply unchanged.

International travel at the commencement and termination of a tour may be undertaken without any penalty provided compensatory days off are mutually agreed to when flights are in excess of the hours specified in Clause 28:05(D).

The expense allowance rates for the various cities shall be agreed to two (2) months in advance and shall be not less than the National Joint Council of the Public Service of Canada rates for the appropriate expense allowance (breakfast, lunch, dinner and incidentals) outside North America using the C-75% rate. The expense allowance will be provided to the Artist no later than two (2) weeks prior to departure and will be calculated based on the exchange rate posted on that day, on xe.com, The Universal Currency Converter®.

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

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

29:00 REHEARSAL AND PERFORMANCE CONDITIONS

The Engager agrees to ensure the following conditions for performances and rehearsals for all venues under its direct control. For any venue(s) where the Engager does not have direct control, the Engager agrees to use its best efforts to ensure that the following conditions for performances and rehearsals are met. When an Artist believes that there is a risk to their health and safety, the procedure described in Appendix C shall apply.

29:01 Dance Surface

The dance surface prior to the commencement of rehearsal or performance shall not be slippery or dirty.

29:02 Floor Covering

A floor covering, if used, must be cleaned.

29:03 Clean Surface

The surface must be cleaned daily, in sufficient time prior to use. In rehearsals in which the Artist is required to do floor work on a wooden surface, the floor shall be cleaned immediately prior to use.

29:04 Condition of Dance Floor - Safety

Artists shall not be required to rehearse or perform on concrete or marble floors or any other surface which is unsafe or may be the cause of an injury to an Artist. The Engager shall ensure that a portable sprung floor will be in place at the Manitoba Centennial Centre Concert Hall for all performances and shall endeavour to provide a sprung floor where possible in the City of Origin. Additionally, the portable sprung floor shall be used for all performances on tour in Ottawa.

The Stage Manager and the Equity Liaison(s) will consult with the Artistic Director or the Artistic Director's designate and the company manager if it appears that the performing surface is unsafe or may be the cause of an injury to an Artist during rehearsal or performance. The final decision as to whether the performance surface is unsafe or may be the cause of an injury to an Artist shall be made by the Artistic Director or the Artistic Director's designate, the Equity Liaison(s) and the Stage Manager.

The Engager shall identify the anticipated floor conditions for each venue on the tour itinerary.

So far as is reasonably practicable, the Engager shall ensure the safety, health and welfare at work of all of the Artists and if necessary make appropriate modifications to the choreography as needed in consideration of the floor conditions.

29:05 Minimum Temperature Prior to Any Service Provided

The theatre, rehearsal halls, stage and wings of the stage, dressing rooms shall have reached the minimum temperature specified in Clause 29:06 before the dancers arrive at the theatre, to take class, rehearse or to perform. It is recognized that the amount of time needed between turning on the heating system and air reaching the required minimum temperature will vary from theatre to theatre. However, because the dancers need at least two (2) hours to prepare for a performance, the minimum temperature specified in Clause 29:06 must have been achieved at least two (2) hours before curtain time. Otherwise the performance will not be allowed to take place.

29:06 Appropriate Temperature Required for Rehearsal and Performance

Artists will not take class or perform when the temperature drops below eighteen degrees Celsius (18°C), or exceed thirty-two degrees Celsius (32°C). In all cases, humidity and wind chill will be taken into consideration for the purposes of determining the temperature. It is agreed that where the minimum conditions cannot be met, the Artist must not take class rehearse or perform. Sponsors and promoters should be advised of these circumstances sufficiently in advance of the playing date to allow adequate arrangements to be made. Adequate arrangements do not include the use of portable oil or gas space heaters with open flames in the area where dancers are required to perform, rehearse or dress. Portable oil or gas space heaters with an enclosed flame may be used provided such heaters have been approved by the Canadian Standards Association or Underwriters Laboratories.

29:07 Invited Guests

It is understood that the ability to invite guests in studio (including Donors, Sponsors and other interested parties) to observe Artists in Company Class and rehearsal has a direct impact on the Engager's fundraising and audience engagement opportunities. However, the Engager recognizes the importance of the rehearsal process and will make best efforts to manage the attendance of invited guests, and the number of occasions, as outlined herein.

(A) Notice and Provision of Information

The Engager shall notify the Artists when guests will be attending, and the approximate number of guests to be in attendance. Notice shall include the nature of the visit and be made via the daily schedule.

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.

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

(B) Prohibitions (in Studio and Observation Room)

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

(C) Representative of the Engager

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

(D) Protocol

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

(E) Other Guests

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

(i) Artist and Staff Request

In the event an Artist or Staff Member wishes to invite a guest to class or rehearsal, the Artist or Staff Member shall make such a request through the Company Manager for approval no later than twenty-four (24) hours prior to the affected Company Class or rehearsal, and such approval shall not be unreasonably withheld.

(ii) Company Class Participation

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

(iii) Notice and Provision of Information

The Engager shall notify the Artists when guests will be attending, and the approximate number of guests to be in attendance. Notice shall be made via the daily schedule.

(F) Alternative Attendance – Livestream

As an alternative to having invited guests (including Donors, Sponsors and other interested parties) attend in person, the Engager may livestream rehearsal or company class to those parties on the following conditions:

- (i)** the livestream is provided free of charge
- (ii)** the livestream is not recorded or preserved in any way
- (iii)** the livestream is secure and not downloadable

29:08 Outdoor Performances

(A) Warmers

When performing in outdoor theatres when the temperature is between eighteen degrees Celsius (18°C) and nineteen and ninety-nine hundredths degrees Celsius (19.99°C), Artists will be allowed to use warmers with their costumes (if applicable).

The measurement of the stage temperature will be made by equipment from, and be set up by an official from, the meteorology department. If said equipment is not available, then equipment of the same quality will be purchased by the Engager. Payment of such equipment will be borne equally by Equity and the Engager.

(B) Inclement Weather

The Engager will, in the contract with the presenter, reserve the right to make such changes in performances as are dictated by inclement weather.

(C) Wet Stages

Artists will not dance on wet stages due to rain, fog, dew, etc.

(D) Notification of Program Change

If there is a program change due to weather, Artists must be notified as soon as possible.

(E) Decision to Perform

The decision to perform or not to perform in accordance with the provisions of this Clause 29:08 is to be made by the scheduled curtain time.

29:09 Dressing Rooms and Quick-Change Areas

There must be separate dressing rooms and quick-change areas as required by gender and as appropriate to support the privacy and dignity of the Artists. Where available, the Engager shall provide separate dressing room facilities for Supernumeraries and Students.

Dressing rooms shall contain suitable fixtures such as mirrors, lighting, adequate heating or cooling, and sufficient space.

Where such facilities do not exist in the dressing rooms, there shall also be reasonable, convenient access to hot water, showers with hot water and two (2) separate toilet facilities.

29:10 Security

The Engager agrees to provide security for the Artist's valuables at the Artist's request.

29:11 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 (on any part of the torso except the shoulders) unless the Artist is provided with protective clothing or unless the Artist is reimbursed for any resultant reasonable cleaning bills.

- 29:12 Ballet Barres**
While on tour, the Engager agrees to provide barres for class to accommodate every dancer.
- 29:13 Smoking**
There will be no smoking during rehearsals or classes either in the rehearsal area or on stage.
- 29:14 Backstage**
All backstage areas and passages will be sufficiently illuminated to ensure the safe movement of the Artists from one area to another.
- 29:15 Stairs and Platforms**
Stairs and platforms that exceed four (4) feet in height must have proper wooden safety railings where set design permits.
- 29:16 Medical Listings**
The Engager will, whenever possible, provide the Stage Manager and Equity Liaison(s) with the names of medical doctors, osteopaths, chiropractors, massage therapists practising in each place in which the company performs. The Engager, by providing the aforesaid names, does not endorse the professional competency or in any way recommend the names of the list.
- 29:17 Physiotherapy**
- (A) City of Origin**
While at the Studio in the City of Origin, the Engager shall arrange for on-site physiotherapy treatment on at least one (1) day per rehearsal week. On Dress Rehearsal, Technical Rehearsal and Performance Days at all Theatres in which Artists appear, the Engager shall arrange for onsite physiotherapy treatment for all Artists involved, which shall be available each day at the Theatre.
- (B) On Tour**
The Engager will provide the services of a physiotherapist on tour as outlined below:
- (i)** For tours of full-length programs and/or tours involving the full Company, a physiotherapist will be provided at the Theatre.
- (ii)** The Engager will make every reasonable effort to arrange for a Company physiotherapist to accompany tours of full-length programs where there are three (3) or more performances.
- (C) Arrangements for Off-Site Treatment**
If physiotherapy treatment is not made available on-site, the Engager shall make arrangements and facilitate reasonable access to a local physiotherapist at no additional cost to the Artist, where reasonably available.

29:18 Extraordinary Risks

"Extraordinary risks" are defined as the performance of acrobatic feats; suspension from trapezes, wires or like contrivances; the use of or exposure to weapons, fire, dangerous chemicals, or pyrotechnic devices; stage fighting; the taking of dangerous leaps, falls, throws, catches, kneedrops, or slides, from or onto a level (floor, platform, or any other surface or device) where the difference in level is more than four (4) feet.

(A) Identification of Extraordinary Risks

At the beginning of each season the Engager, having consulted with Stage Management, will identify and inform Equity with respect to which productions, with the exception of new productions, contain elements which are extraordinary risks. In the case of new works, the Engager will identify and inform Equity with respect to whether the production contains elements which are extraordinary risks as soon as is practicable after an element is identified as an extraordinary risk.

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

(B) Absence Due to Accidents Involving Extraordinary Risk

When the Artist is called upon to render services involving extraordinary risks and is injured in the performance thereof, either during rehearsal or performance, and is consequently unable to rehearse or perform, the Artist shall receive full fees until said Artist is able to return to the company and resume engagement or for a maximum of five (5) years, whichever occurs first.

(C) Engager's Obligation to Supplement Disability Payment

Partial payment in the case of accidents is covered by the disability insurance provided by the Engager to a percentage of the Artist's fee as herein stipulated in said Clause, but the Engager shall be required to pay the remainder of the Artist's contractual fee to fulfill the requirements of this Clause 29:18 under any and all circumstances.

(D) No Requirement to Perform Extraordinary Risk

An Artist shall not be required to perform an extraordinary risk unless said risk is agreed to by the Artist and stipulated in a rider to the Engagement Contract, a copy of which is to be filed with Equity. The rider shall be signed by both parties (Engager and Artist), shall outline the exact details and nature of the risk, including production name and dates, and shall also outline any and all steps taken to mitigate the risk.

29:19 Stage Fights

(A) Artist's Agreement Required

The Artists shall agree in a rider to participate in stage fighting in accordance with Clause 29:18.

(B) Fight Captain

The Engager shall assign a "Fight Captain" to monitor the stage fight(s) for the duration of the production. (See Clause 16:11 for the definition of "Fight Captain".)

(C) Fight Rehearsal

All Artists who participate in a stage fight must rehearse said fight before each performance. Any exception shall be at the discretion of the Fight Captain. (See Clause 25:03(J).)

29:20 Flying

(A) Engagement of Qualified Individuals

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

(B) Safety

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

(C) Flying Rehearsal

The Artist may be required to fit a harness and/or rehearse flying sequences for a maximum of fifteen (15) minutes immediately prior to the half-hour call of a performance or a dress rehearsal. This fifteen (15) minute rehearsal will not be deducted from the Artist's total allowed rehearsal time on the day; however the Artist must, prior to the flying rehearsal, receive the applicable break specified in Clause 25:03(G).

In the event that the flying rehearsal invades an Artist's break or extends their span of day, the Artist shall receive compensation at the quarter (1/4) hour overtime rate for each quarter hour of part thereof.

29:21 Support Staff

Artists shall be provided with the requisite support staff whenever they perform under the auspices of the Engager. These functions may not be provided by a dancer who is not also a member of the artistic staff.

30:00 STAGE MANAGEMENT PERSONNEL

30:01 Staffing

(A) Minimum Staffing Requirements

The Engager shall engage at least one (1) Equity Stage Manager with at least the same number of minimum contract weeks as the dancers and to coincide with their contracted dates. Sufficient stage management personnel shall be engaged to ensure the safe and efficient running of each production. The Engager shall discuss adequate stage management staffing for each production with the Stage Manager prior to the start of each season. For productions new to the Ballet and as requirements may not be known prior to the start of the Season, the Engager shall discuss adequate stage management staffing in a timely manner and on a per production basis.

(B) Assistant Stage Manager

The discussion to determine whether a production requires an Assistant Stage Manager will focus on, but not be limited to, the following points:

- (i) cast size;
- (ii) mechanized and/or automated scenery and/or flown personnel;
- (iii) size of moveable set pieces and the number of props;
- (iv) number of supernumeraries under the age of 12; or
- (v) the tradition or precedence set for a particular production (e.g., "Nutcracker" or "Peter Pan").

(C) Assistant Stage Manager for "Nutcracker"

An Assistant Stage Manager shall be engaged for the production of "Nutcracker". The ASM's engagement shall begin no later than three (3) weeks prior to opening or two (2) weeks before the production begins rehearsals in the Theatre, whichever is greater, and shall continue until the end of the production.

30:02 Engagement Contract

All Production Stage Managers, Stage Managers and Assistant Stage Managers must be signed to an Engagement Contract.

30:03 Preparation Week

The Production Stage Manager and/or the Stage Manager shall be engaged one (1) week prior to the commencement of rehearsal and shall be paid the contractual fee for that week unless they are already under an Engagement Contract for the immediately preceding season.

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

- (A) Such period must be consecutive and may not exceed four (4) days. If the Artist is engaged for more than four (4) days, the Artist must be paid the full weekly contractual fee.

All Equity Stage Management personnel shall be paid one-sixth (1/6) of their contractual fee for each day or portion thereof on which their services are required prior to the commencement or after the termination of their Engagement Contracts.

30:04 Assistant Stage Managers

- (i) At the beginning of each Season, the Engager will consult with the Production Stage Manager or the Stage Manager in the selection of Assistant Stage Management staff for positions not already contracted.
- (ii) The Production Stage Manager or Stage Manager, in consultation with the Engager's designated representative, shall have control over the Assistant Stage Managers' assignments on a production.
- (iii) Assistant Stage Managers may not understudy or perform.
- (iv) The Assistant Stage Manager may be solely in charge of a performance or production if the Stage Manager is sick or injured.
- (v) An Assistant Stage Manager covering for the Stage Manager during performance periods shall be compensated at not less than the Stage Manager's minimum rate on a weekly or pro-rated basis.

30:05 Stage Management Duties

(A) Rehearsals During Rehearsal Period Or Performance

Organize and supervise all rehearsals and performances; endeavour to uphold the terms of this Agreement, the requirements of Equity's Constitution, Bylaws and any regulations governing its membership, and any management rules and regulations not in conflict with this Agreement, and to consult with the Equity Liaison(s) and the Engager's designated representative where necessary.

(B) Scheduling

In accordance with the requirements of the Engager and the terms of this Agreement, 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.

(C) General Stage Management Duties

As the duties of Stage Management may differ from production to production, it is required that the Engager discuss these duties with the Stage Management personnel prior to signing the Engagement Contract. Any other duties than those previously defined herein shall be contracted separately in writing and included as a rider to the Engagement Contract and the Stage Manager and the Engager shall be free to negotiate additional compensation for such other duties. This does not preclude Stage Management personnel from performing other duties in an emergency.

(D) Record-keeping, Prompt Book

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

During the rehearsal period communicate with the Engager's designated representative about running times and any problems in the technical elements of the production. During performance this communication must be written and filed with the Engager's designated representative in the form of a daily show report. The Stage Management show report shall be confidential.

(E) Technical Support

Be present at all rehearsals and performances and may be required to arrive at the theatre not more than a half (1/2) hour in advance of the dancers in order to accomplish any of the following:

- (i) Assist electricians with special focus, cuing options, etc., when deemed necessary by Engager.
- (ii) Meet with theatre counterpart to learn theatre rules, policies, etc.
- (iii) Double check with wardrobe re: casting and program.
- (iv) Set up touring rehearsal sound system.
- (v) Spike appropriate scenery or specials on floor.
- (vi) Investigate paging systems, cuing systems and their operation.
- (vii) Check front curtain.

(F) Performances

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

(G) Discretion in Organization of Work

The Engager recognizes that the Production Stage Manager and/or Stage Manager holds a position of supervisory responsibility and, as such, may exercise discretion in arranging their work and that of their staff. Such discretion shall be exercised by the Stage Manager, after consultation with the Engager's designated representative. The Stage Manager cannot be held responsible for any overtime which may arise through circumstances beyond their control.

30:06

Prohibited Duties

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

(A) Fulfilling Duties of Union Members

Fulfilling the duties of union members whenever members of unions are engaged for a production.

(B) Fulfilling Duties of Management

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

(C) Signing Closing Notices

Signing the closing notice of a company or the individual notice of a Dancer or any other member of a company.

(D) Building Maintenance

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

(E) Payroll

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

(F) Serving Meals

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

(G) Understudying and Performing

Understudying or performing on stage.

(H) Dance Bags

The Stage Manager shall not be responsible for carrying the Artists' dance bags from point to point unless contracted separately in writing and included as a rider to the Engagement Contract. The Stage Manager and the Engager shall be free to negotiate additional compensation for such duty.

30:07 Working Conditions

(A) Standard Rehearsal Hours

On a Rehearsal Day, the Stage Manager may be required to work for eight (8) hours out of nine-and-a-half (9-1/2) hours from the beginning of the day. In any engagement week which contains three (3) or more Free Days, the remainder of the days may be either Performance Days or Rehearsal Days of eight (8) out of nine-and-a-half (9-1/2) consecutive hours.

(B) Rehearsal Hours on a Sixth Day

On a sixth day in the City of Origin, the Stage Manager may work not more than three-and-a-half (3-1/2) consecutive hours. Time rehearsed on a sixth day shall be subtracted from the week-day rehearsal in half-hour increments, not to exceed one half (1/2) hour of rehearsal per day, or the Artist shall be additionally paid at the half (1/2) hour overtime rate.

(C) Rehearsal Hours During Performances

During performances, the Stage Manager may be required to work for eight and a half (8-1/2) out of nine and a half (9-1/2) hours from their first call of the day. The computation of hours will begin a half (1/2) hour following the closing of the last curtain of the day in regressing order to the Stage Manager's first call of the day.

(D) Extended Days

Stage Management personnel may be required to work for ten (10) hours out of twelve (12) hours to accommodate a scene change or technical rehearsal once per venue, per production.

During a new creation, Stage Management personnel may be required to work for ten (10) out of twelve (12) hours to accommodate technical rehearsals twice per production.

(E) Maximum Number of Consecutive Hours of Work

The maximum number of consecutive hours of work for which a Stage Manager may be required to perform the Stage Manager's duties is five (5) hours and work may not be resumed until the Stage Manager has had at least a one (1) hour break. If the Stage Manager is required to work for more than five (5) consecutive hours, the Stage Manager shall be paid additional compensation at double the quarter (1/4) overtime rate per quarter (1/4) hour or part thereof.

(F) Overtime

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

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

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

(G) Free Time Upon Arrival When Travelling with the Dancers

If instructed by the Engager to travel with the dancers, when the Stage Manager has concluded a trip, there shall be at least one (1) free hour from the time the Stage Manager arrives at the city of destination to departure for the theatre.

(H) Overnight Travel

Notwithstanding Clause 28:02(H), the Engager may require the Stage Manager to travel overnight on a sleeper coach, in which case the Stage Manager shall receive an amount not less than that paid to the crew in lieu of accommodation. This amount is in addition to the expense allowance outlined in Clause 18:06.

(I) Use of Own Vehicle

Should the Artist be required to use their own private vehicle for company business, the Stage Manager shall receive compensation as specified below.

	2023-2024	2024-2025	2025-2026
Per kilometer	\$0.60	\$0.61	\$0.62

30:08 Free Day

A Free Day, within the City of Origin or outside the City of Origin, shall commence at midnight and end at 08:00 of the second following day. In the event that inter-city travel should extend beyond midnight, the Stage Manager's Free Day shall be computed from the time of arrival at the hotel until twenty-four (24) hours later or 08:00 of the following day, whichever is later. In the event that there are two (2) consecutive Free Days, the second Free Day shall be twenty-four (24) hours in length.

The Free Day for Stage Management need not coincide with that of any other Artist, and may, with the approval of the Engager, be taken in conjunction with annual vacation leave.

30:09 Production Material

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

30:10 Health and Safety

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

30:11 Guest Appearance

Stage Managers supporting Guest appearances for outside engagers and other theatrical endeavours by company Artists performing company material shall receive additional payment when the performers receive additional payment for these appearances. Such payment shall be not less than one-sixth (1/6) of the Stage Manager's weekly contractual fee.

30:12 Billing

(A) Artist

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

(B) Replacement of Stage Management Personnel

In the event that the Stage Manager or Assistant Stage Manager is replaced by new Stage Management personnel, an announcement to this effect shall be made in one (1) of the following ways:

- (i) through the insertion of a printed slip in all programs; or
- (ii) by means of a sign prominently posted at the entrance to the theatre; or
- (iii) through an announcement made in the house prior to the curtain.

Additionally, the outgoing Stage Manager or Assistant Stage Manager's photograph and name must be removed from the lobby and replaced by that of the new Stage Manager or Assistant Stage Manager.

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 the Artist involved a sum equal to one-seventh (1/7) of the Artist's contractual in-town fee for each week or part thereof during which the omission or error continues.

If an emergency replacement occurs at or after the half-hour call, this Clause shall not apply.

(C) Photographs and Biographies

Where the Engager elects to include the photographs and/or biographies of all Equity Performers engaged in a production in the program, the Engager will also include the photographs and biographies of Stage Management personnel.

(D) Souvenir Program

Where the Engager elects to include the photographs of all Equity Performers engaged in a production or season in a souvenir program, the Engager will also include the photographs of Stage Management personnel.

30:13 SM Special Provision – Recording

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

- (i) Payment to Stage Management personnel shall be in accordance with Clause 37:03(B).
- (ii) These payments shall be contracted for by rider to the Artist's Engagement Contract.

- (B) **Limitations on Work During Two-Performance/Free Days**
No work to accommodate the recording or broadcast may take place on a two-performance day or on a Free Day.
- (C) **Rest Periods**
There must be a ten (10) hour rest period overnight. There must be a rest period of not less than two (2) hours prior to curtain time on a day on which there is one (1) theatrical performance. On a day when there is a matinee performance only, there must be a two (2) hour rest period following final curtain. Infringement of these provisions is to be paid for at the appropriate overtime rates in this Agreement.
- (D) **Recording or Broadcast Made of a Stage Production During a Lay Off Period**
When a recording or broadcast is made of a stage production during a lay off period, the Stage Management personnel who were last engaged in the stage production prior to the recording or broadcast must be paid in accordance with Clauses 34:05(F) and/or 37:03(B).

30:14 **Exclusions**

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

9:00	Guest Artist Engagement Outside the Company
11:00	Choreographers
17:00	Apprentice Dancers and Students
18:02	Categories
18:08	Minimum Length of Engagement
20:00	Artists Not Under Seasonal Contract
21:01	Intermissions and Calls
22:01	No Evening Performance
23:00	Closing Time of Performance
24:00	Singing, Speaking and Flying Roles/Additional Duties
25:00	Rehearsals
26:00	Understudies
27:00	Posting of Rehearsal and Performance Schedules and Casting
28:02(C)	Break After Arrival at Hotel
28:04	Bus Travel
29:00	Rehearsal and Performance Conditions
32:00	Costumes, Wigs, Shoes, Make-up, Etc.
33:00	Costume Fittings
34:03(B)	Billing - Removal of Artist's Image and Name
34:04(A), (C), (D)	Program and Souvenir Program - General Provisions / Artist No Longer Under Contract / Use of Photographs

30:15 **Apprentice Stage Manager Program**

A "Stage Management Apprentice" is a person who intends to make a career in the professional theatre/dance 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 has been a member of any performing artists' association or union or that they wish to apprentice in order to make a bona fide career change. The affidavit and resume shall be accompanied by a fee to be determined by Equity, paid by the Apprentice, for each production for which the Apprentice has been hired.

(B) Maximum Number

The maximum number of Stage Management Apprentices engaged by the Engager shall not, at any time, exceed the current number of Equity Stage Management personnel engaged by the Engager.

(C) Minimum Engagement

In order to qualify for an apprentice credit with the Engager, the Apprentice Stage Manager must be engaged for a minimum period of no less than two (2) weeks of rehearsal prior to the performance weeks. During this period, the Apprentice Stage Manager must work under the supervision of the Stage Manager during the rehearsals, cueing sessions and scene change rehearsals and performances of at least one complete ballet/production.

(D) No Reduction to Stage Management Staffing

It is not the intention of the Stage Management Apprentice program to reduce the stage management staffing provisions of Clause 30:01 of the Agreement.

31:00 FIGHT DIRECTORS AND INTIMACY DIRECTORS

31:01 Requirement for a Fight Director

A Fight Director shall be contracted whenever an Artist is required to participate in a stage fight (see Clause 16:34) involving one or more of the following elements:

- (i) two (2) or more combatants;
- (ii) acrobatics, including but not limited to, choreographed throws and falls;
- (iii) weapons of any sort, including but not limited to, furniture or other props used as weapons;
- (iv) martial arts and unarmed combat;
- (v) the request of an Artist in consultation with the Engager, the Equity Liaison(s), and the Stage Manager.

31:02 Equity Members

The Engager will only engage existing Equity Fight Directors. 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, and who are registered with either Fight Directors Canada or the Society of Canadian Fight Directors, or otherwise recognized from within the Equity membership as Fight Directors. However, the Engager shall not be obliged to engage a Fight Director whom the Engager 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 Clause 2:01) with the written permission of Equity provided that the Engager has conducted a search for and considered existing Equity members.

31:03 Production Meeting

The hours of work for a Fight Director shall include the Artist's participation in at least one production meeting with the Director of the production and the Technical Director if possible. The purpose of the production 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 fight(s). The Fight Director shall be advised if rehearsal has started prior to their engagement as Fight Director.

- 31:04 Free Day**
There shall be a minimum of one (1) day off in each week for engagements of one (1) week or more.
- 31:05 Travel**
For non-continuous engagements, the Engager shall provide round-trip transportation from the Artist's place of residence to the Engager in accordance with Clause 15:04 for each period of time that the Artist is required to attend the Engager.
- 31:06 Rehearsal**
Understudies and each Artist performing a role must be present for all fight rehearsals.
Should an Artist involved in a stage fight leave the production for any reason, fight rehearsals for the replacement Artist shall be conducted by the Fight Director. If the Fight Director is not available for such rehearsal, the Artist shall have the first choice of a replacement, with the approval of the Engager.
- 31:07 Engagement Contracts**
A Fight Director may be engaged to choreograph one or more stage fights in a single production. The Engagement Contract shall specify the stage fight(s) to be set by the Fight Director as well as the anticipated amount of rehearsal time allocated to each stage fight. The Fight Director shall be advised by rider to their Engagement Contract of the anticipated dates of rehearsal. Any change to said dates shall be by mutual agreement between the Artist and the Engager, and confirmed in writing by rider to the Engagement Contract.
- 31:08 Insurance**
Insurance premiums shall be paid on a continuous basis from the first day of engagement through the final day of engagement.
- 31:09 Changes**
After the completion of the fight rehearsals, the work of the Fight Director (including cast changes involving combatants) shall not be changed or deleted by the Engager unless:
 - (i) required by emergency; or
 - (ii) the physical conditions of the theatre necessitate change and/or deletions; or
 - (iii) where the foregoing conditions do not apply, the 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, which shall not be less than the minimum fees expressed in Clause 18:01.
- 31:10 Requirement for an Intimacy Director**
The Engager shall, at the start of each Season and throughout the Season as necessary, determine the requirements for both existing and new works relative to how Onstage Intimacy may best be provided for, including, but not limited to the engagement of Intimacy Directors and/or other specialists. The Engager will provide Equity with a detailed list of the requirements for each production.
The Artist(s) involved in the Onstage Intimacy will be actively consulted when determining the requirements for Intimacy professionals, and should an Artist request that an Intimacy Director be engaged, that request shall not be unreasonably denied.
- 31:11 Equity Members**
The Engager will consider existing Equity Intimacy Directors before engaging a non-member.

31:12 Production Meeting

The hours of work for an Intimacy Director shall include the Artist's participation in at least one (1) meeting with the Choreographer/Repetiteur/Stager and, if required by the needs of the production, the Technical Director. 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.

31:13 Free Day

There shall be a minimum of one (1) day off in each week for engagements of one (1) week or more.

31:14 Travel

For non-continuous engagements, the Engager shall provide round-trip transportation from the Artist's place of residence to the Engager's place of business in accordance with Clause 7:04 for each period of time that the Artist is required to attend the Engager.

31:15 Intimacy Rehearsals

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

31:16 Engagement Contracts

The Engagement Contract shall specify the Onstage Intimacy in the production as well as the anticipated amount of rehearsal time allocated to each scene. The Intimacy Director shall be advised by rider to their Engagement Contract of the anticipated dates of rehearsal. Any change to said dates shall be by mutual agreement between the Artist and the Engager, and confirmed in writing by rider to the Engagement Contract.

31:17 Insurance

Insurance premiums shall be paid on a continuous basis from the first day of engagement through the final day of engagement.

32:00 COSTUMES, WIGS, SHOES, MAKE-UP, ETC.

32:01 General Rehearsal/Performance Supplies

The Engager agrees to supply all Artists with all properly fitted costumes including performance tights, wigs and wig hairpins, jewellery, beards, hairpieces, shoes, body paint and up to ten (10) pairs of pointe shoe ribbons, and shoe elastics per season, for all performances and rehearsals and class, required by the Engager and prior to such performances and rehearsals. Except in the case of an emergency, Artists will not be required to share performance tights.

The Engager will also provide the Artists with at least two (2) of each type of undergarment (bras, thongs, dance belts, t-shirts, etc.) appropriate to the types of roles being danced by the Artist. The Engager shall ensure the Artist has sufficient undergarments in good condition and shall replace them as needed. A request for replacement undergarments shall not be unreasonably denied.

32:02 Shoes

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

At the commencement of the engagement period the Engager will provide each Artist who primarily wears pointe shoes with six (6) pairs of pointe shoes and Jet glue as needed, and two (2) pairs of soft shoes, and each Artist who primarily wears soft shoes with four (4) pairs of soft shoes.

An Artist shall receive one (1) pair of new shoes upon return to the authorized person of one pair of worn out shoes. In the case of dispute as to whether the shoes are sufficiently worn to warrant replacement, the decision shall be made by the Engager's Artistic Staff.

32:03 Shoe Request

Shoe requests shall be submitted to the Stage Manager electronically and shall be fulfilled within three (3) business days.

32:04 Reimbursement for Purchased Shoes

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

- (i) cost of shoes;
- (ii) transportation costs to and from the shoe store; and
- (iii) the time spent by the Artist in purchasing the shoes shall be counted as part of rehearsal time and overtime payments made if necessary.

32:05 Specialized Footwear

If an Artist is newly cast in a ballet which requires boots or any shoes other than ballet, pointe or character, the Artist must receive a shoe fitting long enough before the first performance of the ballet to allow correction or else the securing of new footwear. All character shoes provided to the Artist must be comfortable. In the event of a cast replacement, this Clause will be implemented at the earliest opportunity.

32:06 Unfit Footwear

If at any time during a season an Artist's footwear becomes unfit for dancing, the Engager will replace from reserve stock, or else order to the dancer's specifications a replacement. In cases of dispute over the wearability of the footwear, the Engager, and the Ballet Master or Ballet Mistress shall make the final decision.

32:07 Performance Tights

The Engager agrees to supply each Artist with not less than four (4) pairs of new performance tights every September, or else at the beginning of rehearsals, or a new member at the beginning of their Engagement Contract. Principal dancers may, if they desire, purchase their preferred brand of tights and submit the receipt for same to the Engager for a reimbursement, which will be paid provided the shade is approved by the Engager.

If at any time tights become unfit for performances, the Engager will replace them.

32:08 Costume Maintenance

The Engager agrees Artist's costumes will be cleaned prior to first use and as soon as is practicable after fifteen (15) wearings of each costume thereafter. The Engager agrees to launder all washable items after each performance whenever the schedule permits. All of the above wearing apparel, including undergarments laundered by the Engager, shall be thoroughly dry and available at the half-hour call.

32:09 Sharers of Principal/Soloist Roles

Wherever circumstances permit, sharers of Principal and Soloist roles must have their own costumes for the parts they are sharing, including headdresses and accessories. The Engager agrees to make every effort to implement these requirements.

32:10 Sharing Costumes in a Single Performance

No Artist may wear a costume worn by another person in different acts of the same performance.

32:11 Replacements

In the event of replacement in a scheduled performance, the Engager shall see that costumes and footwear will be ready for the Artist who is going into the part at the half-hour call and the Artist shall be responsible to check all costumes and footwear no later than the half-hour call.

32:12 Dance Bags

The Engager agrees that while on tour they will arrange to have the Artist's dance bags carried from point to point.

The Engager will provide the Artists with one (1) airline approved carry-on dance bag. Artists may be required to clear all their own personal goods through all international customs ports as required, which may include the content of dance bags as customs regulations may necessitate. As well, Artists may be asked to check-in their dance bag on non-domestic flights. However, the transportation of the dance bags shall be the responsibility of the Engager.

The Engager may arrange that an Artist help in the transportation of the dance bags for reasonable terms to be negotiated between the Artists and the Engager and stipulated in writing (copy to be filed with Equity).

32:13 Shoe and Make-Up Crate

The Engager agrees to provide and transport a sturdy compartmentalized container for shoes and make-up from the studio to the theatre (and vice versa) and from point to point on tour. Every effort will be made to provide two (2) compartments to each Dancer. It is understood that for short or special performances, or short tours with a reduced number of Dancers it may not be reasonable or possible for the shoe crate to be transported, and in such cases the Engager remains responsible to ensure the required shoes and makeup are transported by other means, and in all cases at no cost to the Artist.

32:14 Container for Pointe Shoes

The Engager agrees to provide and transport a sturdy compartmentalized container for the pointe shoes the dancer is carrying for the current week.

32:15 Artist Responsibility

The Artist shall be held responsible to see that said Artist has all costumes and footwear at the half-hour call.

33:00 COSTUME FITTINGS

33:01 General Provisions

(A) Scheduling

All costume fittings shall be scheduled during regular rehearsal hours.

(B) Posted Scheduling

A schedule of the times for such fittings shall be posted and kept by the Stage Manager. The Engager shall maintain a "sign-in" sheet in the wardrobe room. The sheet will include the Artist's name, costume(s) to be fitted, and the scheduled time of the fitting. The Artist's time of arrival at and departure from the fitting will be notated on the sheet and initialled by the Artist.

(C) Costume Fittings Prior to the Engagement Period

Should the Artist, at the request of the Engager, attend costume fittings at a mutually convenient time prior to the engagement period for which they are contracted, the Artist shall be paid not less than the amount specified below for the actual time of the fitting (from call to release up to a maximum of two (2) consecutive hours) and shall also be reimbursed for any additional travel and if applicable, meal expenses, incurred to attend the fitting.

	2023-2024	2024-2025	2025-2026
Costume Fitting	\$117.98	\$120.34	\$122.75

(D) Reimbursement of Cost of Cutting/Dying Hair

Should the Artist agree to dye and/or cut their hair for a performance, the Engager shall reimburse the Artist for the full cost for the Artist to dye and/or cut their hair for the performance as well as reimburse the Artist for the cost to dye their hair back to the Artist's original colour prior to the performance.

(E) Requirement to Attend

Costume fittings are mandatory and Artists shall attend costume fittings on time. In cases where an Artist is not scheduled for a full day's Rehearsal or is released early, it is the responsibility of the Artist to check the notice board for any posted and scheduled costume fittings before they leave for the day.

(F) Failure to Attend

An Artist who fails to attend a posted costume fitting shall make up the missed fitting within the next twenty-four (24) hours on their own time, during the wardrobe department's opening hours. The Engager shall post and keep a schedule of costume fitting times for every Season.

33:02 Payment for Additional Costume Fitting Time

The Engager agrees that any additional hours or fraction thereof spent by the Artist for costume fittings above those provided for in Clause 33:01 shall be considered rehearsal time or shall be compensated at the appropriate overtime rate per quarter (1/4) hour or portion thereof.

34:00 PROMOTION AND PUBLICITY

34:01 Photography

(A) Photo Calls Considered Rehearsal Time

All photo calls and sessions shall be considered as rehearsal time. The Artist shall receive at least forty-eight (48) hours' notice of such photo calls, except in the case of photographs taken by a media outlet for current affairs purposes.

Notwithstanding the above, the Engager shall provide the Artist with as much written notice of all photo calls as is possible. The notice shall include any and all pertinent details or information about the photo shoot as known at that time.

There shall be no photographs taken during rehearsal or class without the advance notice to each Artist.

(B) Half-hour Call Prior to Photo Call

A half-hour (1/2 hour) call shall be provided prior to a photo call. Hair and make-up shall be done within the half-hour (1/2 hour) call.

(C) Artist's Right of Approval

The Artist shall have the right of approval of photographs, both before and after any alterations to their physical appearance. This Clause applies to photographs of three (3) Artists or less. This approval shall be in writing and shall not be unreasonably withheld. Photographs not disapproved within forty-eight (48) hours after notification of their availability to the Artist shall be considered approved.

When submitting photographs to an Artist for approval, the Engager shall provide as much information as possible with regard to the intended usage, including context, size, scope, materials, etc. The Engager shall endeavour to provide the material for approval to the Artist in the highest quality and resolution possible, and preferably in digital format.

In the case of an unanticipated opportunity and where an Artist is given less than forty-eight (48) hours to approve photographs, no photographs shall be deemed approved unless the Artist has consented in writing. In these cases, the Artist will endeavour to respond as quickly as possible.

(D) Artists Identified in Photos

The names of all Artists shall be printed with all photographs of three (3) Artists or less whenever and wherever used or displayed within the control of the Engager.

Notwithstanding the above, the names of all Artists who are clearly identifiable shall be credited for all still photographs used on the Engager's website.

34:02 Use of Photographs for a Commercial Product

The term "commercial product" refers to an object including, but not limited to, poster, T-shirt, advertising for a third-party, or recording which is sold or given away and whose primary aim is direct or indirect increase of revenue.

(A) Approval and Authorization

(i) Use On or In a Commercial Product

The use of an Artist's image in or on a commercial product always requires the Artist's approval of the photograph and/or its use. A souvenir program is not considered a commercial product.

(ii) Use to Endorse a Commercial Product or Third Party

The Engager must obtain the Artist's prior written authorization before the Artist's image may be used to promote or endorse a commercial product or third party (including books) and advertisements and said authorization must specify the commercial product involved.

(B) Payment for Usage

If the Artist consents to the use of their image, the Artist shall be paid not less than as specified below for each use.

	2023-2024	2024-2025	2025-2026
Use of Image	\$146.94	\$149.88	\$152.88

An Artist called to a photo call for the purpose described in Clause 34:02(A), whether the call is at the theatre or elsewhere, shall be paid as specified below per hour for each call, but shall be paid no additional sums for use of photographs taken during the call.

	2023-2024	2024-2025	2025-2026
Use of Image	\$146.94	\$149.88	\$152.88

34:03 Publicity

(A) Requirement for Signed Engagement Contract

The Engager will not advertise or announce the future appearance of an Artist or use any photograph suggesting the same without a prior signed Engagement Contract with the Artist.

(B) Engager's Responsibility

The Engager shall not be responsible for the public appearance of an Artist's name, likeness, photograph or image in connection with any performance if it shall be proved that the name or likeness of the Artist was placed before the public by the Artist, the Artist's personal representative or manager, or without the knowledge or consent of the Engager.

(C) Reimbursement of Personal Expenses

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

(D) Biographical Material

At the beginning of each season, the Artist shall be required to provide the Engager with the necessary information required for the creation of biographical material which can be included in the company produced materials including but not limited to performance program, souvenir program, company newsletter and company website.

The Artist shall have the right of approval of any biographical material included in company produced material(s), which approval shall be in writing, and shall not be unreasonably withheld.

(E) Interviews

An Artist may agree to participate in an interview at their own discretion. In such cases, the Engager shall endeavour to accommodate and respect the Artist's personal schedule and provide the Artist with all pertinent information in a timely manner.

However, time involved in interviews with or without photography which is required by the Engager shall be counted as rehearsal time. The Engager is responsible for issuing in a timely manner any written instruction, schedules and/or any other relevant material to the Artists prior to the interview.

(F) Continued Use of Photographs

(i) Use Not Related to a Specific Production

For promotional purposes not related to a specific production, the Engager may continue to use previously taken photographs, provided a release for such use has been obtained from any Artists in photos of three (3) Artists or less.

In the case where the Artist is no longer with the Company, the Engager must make every effort to obtain the Artist's release. Where it cannot be obtained, the Engager will contact Equity for assistance.

(ii) Use for a Specific Production

For promotional purposes related to a specific production, the Engager may continue to use photographs taken of or from a previous production of the same work provided the production and year of the production is properly identified, and in photos containing three (3) Artists or less, the Artists are properly identified.

(iii) Use in a Historical Context

For promotional purposes related to the history of the Royal Winnipeg Ballet, the Engager may continue to use photographs taken of or from a previous production, or non-production related images which have been previously approved and used in marketing campaigns, provided the production (if applicable) and year of the production is properly identified, and in photos containing three (3) Artists or less, the Artists are properly identified, including their years of engagement.

34:04 Billing

(A) In the Point of Origin

The names and photographs of all Artists in the company shall be displayed using the facilities available to and under the control of the Engager.

(B) Touring

The names and photographs of all Artists in the company shall be displayed in the venue within the limitations of the existing facilities.

(C) Replacement of Artist

When one Artist takes the place of another Artist in a performance, except in an emergency which occurs at or after the half-hour call, an announcement to this effect shall be made in two (2) out of the following three (3) ways:

- (i) through the insertion of a printed slip in all programs; and/or
- (ii) by means of a live announcement from the stage; and/or
- (iii) by means of a sign conspicuously and prominently posted at the venue.

In the case of an emergency, any one (1) of the above procedures may be followed.

(D) Artist Leaves the Company During a Season

In the case where a Principal or Soloist leaves the Company during a Season, the Engager shall remove the Artist's name and likeness from any featured billing promoting their engagement with the Company or appearance in a production. For the purpose of this Clause, featured billing shall be defined as the prominent public promotion of an individual Artist in a specific leading role.

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 with the company.

34:05 Program and Souvenir Program

(A) General Provisions

The Engager shall list in the performance program distributed to the audience, or announce to the audience, the names of all Artists who dance Principal or Soloist roles.

In the event that there are errors or omissions in the printed cast listing in the performance 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 at least one business day) place in the performance program, a printed notice correcting the omission or error. The error or omission will be corrected in the next printing of the performance program, provided such notice is given at least twenty-four (24) hours prior to the printing 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 performance program, or to make an announcement correcting the error, as stipulated above, or to correct the performance program cast listing at the next printing after proper notice, the Engager shall pay the Artist involved a sum equal to one-seventh (1/7) of the Artist's contractual fee for each week or part thereof during which the omission or error continues.

(B) Artist No Longer Under Contract

Where an Artist is no longer under contract to the Engager, the Engager shall be held harmless in the sale of souvenir programs containing clearly recognizable identifiable photographs (of three (3) Artists or less) and/or biographical material of a dancer until the end of the calendar year during which the dancer's Engagement Contract expired or was to have expired.

Beyond the timeframe noted above, if the Engager continues to sell souvenir programs containing clearly recognizable identifiable photographs (of three (3) Artists or less) and/or biographical material of an Artist no longer in the company, each such Artist will be paid as specified below per week for using same, until the souvenir programs are removed from distribution.

	2023-2024	2024-2025	2025-2026
Continued Use	\$73.48	\$74.95	\$76.45

The Engager shall be held harmless in the sale of past souvenir programs in an historical context.

35:00 RECORDINGS FOR USE IN PRODUCTION

The Engager may make a recording for use in a production. The recording may be used only for the production for which it has been made. It is understood that the provisions in this Article shall apply to recordings for use in a production made after the commencement of the 2017-2020 RWBA.

35:01 Notification to Equity

The Engager shall notify Equity of the intent to make a recording for use in a production.

35:02 Artist Under Contract

The Artist shall receive no additional compensation, provided that such recordings are made during allowable rehearsal hours. Calls for recordings made outside of the allowable rehearsal hours shall be compensated at the applicable overtime rate.

35:03 Artist Contracted Solely for the 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 initial 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.

For any use beyond the initial run, and where the Artist is identifiable in the recording, the Engager shall pay the Artist a one-time buyout for the continued use of the recording in accordance with Clause 35:04 below.

35:04 Continued Use of Recording

In the case where the Engager wishes to continue use of a recording and where the Artist is identifiable in the recording, and the Artist is no longer under contract, the Engager shall pay the Artist a one-time buyout for the continued use of the recording at fifty percent (50%) of the Artist's weekly fee at the time the recording was made.

36:00 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 in whole or part through the use of any and all devices now in existence and yet to be developed.

The Engager may make and use recordings as stipulated in this Article without any additional compensation to the Artist provided that the recording takes place within the allowable rehearsal and/or performance hours.

36:01 Recording and Use 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 of each production may be either provided by the Ballet or recorded by a third party and presented on a news, current affairs arts, lifestyle, or similar programming (including website use) 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. For the purposes of this Clause, material recorded by a third party shall not be subject to the approval provisions in Clause 36:02(F).

36:02 Recordings by the Engager

(A) Provision for Recording and Notice

The Engager may record regularly scheduled rehearsal or performance, or other performance-based activity, for publicity and promotion purposes as stipulated in this Clause with no less than twenty-four (24) hours' written notification to the Artist(s) and to Equity.

(B) Allowable Usage

(i) Use During the Current Season

The Engager may use material recorded in accordance with this Clause 36:02 for publicity purposes during the current Season. 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. 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 current Season.

(ii) Use by Presenter

Where the Company is to be presented by another party, the Engager may provide up to five (5) minutes of recorded material of a production to the presenter for the purposes of publicizing and promoting the production. The Engager warrants that it is responsible for any misuse of the material. 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.

(iii) Extended Website Use

For a maximum of seven (7) full Seasons after the close of the production, a maximum of ten (10) minutes of recorded performance or rehearsal footage as described in Clause 36:02 (B)(i), or production photographs (promotional material) of each production, may be presented on the Engager's website on the following conditions:

- (a)** the Engager uses its best efforts to ensure that the material cannot be downloaded, including but not limited to streaming video material;
- (b)** the Engager does not receive any revenue for the use of the material;
- (c)** any Artist appearing in a Principal or Soloist role, or appearing in footage that features three (3) or fewer Artists, shall have the right of approval over the use of the material for this specific purpose;
- (d)** the names of all Artists shall appear on the website alongside the material; and

- (e) the Engager warrants that it is responsible for any misuse of the material.

(iv) Other Promotional Uses

In addition to the provisions for other uses in this Clause, the Engager may use up to five (5) minutes of recorded rehearsal and up to five (5) minutes of performance footage per production during the current Season for the following uses:

- (a) The Engager's lobbies' TV screens for lobby loops (including in the Manitoba Centennial Concert Hall and any other venues where the Engager performs).
- (b) Promotion on social media and new media platforms.
- (c) Marketing e-blasts to current and potential patrons and sponsors.
- (d) Archival exhibits where the material has been displayed.
- (e) Educational or promotional videos for exhibition in venues where the presentation of the live performance takes place.
- (f) Promotional screens including but not limited to screens in elevators and in public transit stations, etc.
- (g) Up to thirty (30) seconds for use in a "mobile app".

The conditions of Clause 36:02(B)(iii) above shall apply to these additional uses. Artists will be given no less than forty-eight (48) hours to review and approve the clips.

Should the Engager contemplate the use of material recorded prior to the 2017-2020 RWBA, the Engager shall consult with Equity to determine if any arrangements are required.

(v) Subscription/Educational Use

The Engager may distribute previously recorded material of not more than three (3) minutes as part of the annual subscription campaign and to teachers as part of background material on the company, without payment to the Artists.

The Engager retains full responsibility for any subsequent misuse.

(vi) Provision of Material to Another Ballet Company

The Engager may provide up to five (5) minutes of previously recorded material or still photographs of a production to another ballet company mounting the same production and which has previously only been mounted by the Engager until such time as that company has created its own publicity materials.

(vii) Provision of Material to Promote Bookings

Additionally, the Engager may show recordings made under the provisions of this Article in a private showing to potential presenters for the sole purpose of providing presenters with the opportunity to view the repertoire the Engager is considering for a tour of a production(s). In such a case the recordings must remain under the strict legal control of the Engager and be returned to the Engager immediately following the viewing.

(C) 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.

(D) Credits

For the uses outlined above, all Artists involved in the production, including performers, stage management artists, Directors, Choreographers and/or Fight Directors, whether appearing in the recorded clip or not, must be credited. However, such 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 either the Artists or Equity does not apply to clips appearing on public screens, including lobby screens. However, all material appearing on any website shall include these credits.

(E) Archival Use

Recorded material captured in accordance with this Clause may be retained for archival purposes. Archival recordings may be used by the Artist and the Engager strictly for study purposes only.

(F) Right of Approval

Should the Engager intend to use recorded material as outlined in this Article, each Artist who appears in an excerpt featuring three (3) Artists or less shall have the right to approve such recorded material prior to use. Each Artist shall have forty-eight (48) hours to approve such materials from the time they are provided to the Artist. Should the Artist not respond within this period the material shall be deemed approved.

Notwithstanding the above, should the Engager significantly alter the recorded material from its original form, which results in the appearance of the Artist being altered, then the Engager shall seek a subsequent approval for the use of the recorded material. This provision does not apply when material is simply edited or condensed.

36:03 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 ten (10) minutes of material recorded in accordance with Clause 36:02(A) and used in accordance with Clause 36:02(B), per production, to an Artist for their own individual use, including but not limited to self-promotion, social media, etc. The Engager will provide the requested material as soon as possible, and in all cases will take the reason for the request into consideration. Requests for material for grant applications, funding, demo reels, etc. will be prioritized. The Artist will identify their desired timeline for receipt of the material, and will give the Engager as much notice as possible.

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.

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 (not for 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.

36:04 Use in a Historical Context

For purposes related to the history of the Royal Winnipeg Ballet, the Engager may continue to use recordings made in accordance with this Clause and taken of or from a previous production, or non-production related recordings which have been previously approved and used in marketing campaigns, provided the production (if applicable) and year of the production is properly identified, and in recordings containing three (3) Artists or less, the Artists are properly identified, including, if possible, their years of engagement.

36:05 Unanticipated Recordings and/or Usage

In the event the Engager is presented with the opportunity to participate in an activity, either to be recorded, or with a recorded element, or a usage that is not provided for in this Article, Equity and the Engager will discuss any arrangements that may be required. Equity acknowledges the importance of the Engager's participation in diverse activities and the promotional opportunities they provide.

37:00 RECORDINGS FOR COMMERCIAL PURPOSES

This Article covers the recording and commercial usage of recordings made of a production, or other performance based activity, 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.

37:01 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.

37:02 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 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 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.

37:03 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 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 shall be stipulated in a rider to the Artist's Engagement Contract.

Payment for a non-performing Artist will be not less than the highest rate paid to a Performer.

37:04 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 Engagement Contract.

37:05 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 36:00, the Engager shall ensure that appropriate arrangements are put into place.

37:06 Recording of Regularly Scheduled Rehearsal and/or Performance

Within the allowable rehearsal and performance hours of this 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.

37:07 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 or rehearsals for 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 five (5) out of a span of seven (7) hours with a one (1) hour break after no more than four (4) hours. The recording call shall be completed no later than ninety (90) minutes prior to the Artist's half-hour call. There shall not be any other regular rehearsal scheduled on the same day.

(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 rehearsals on this day may be regularly scheduled rehearsals, or rehearsals for the specially prepared recording. In any event, the hours worked may not exceed the allowable hours and span noted above. In the case of an Artist not involved in the specially prepared recording, their hours shall be the regular rehearsal hours as provided for in this Agreement.

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.

37:08 Unanticipated Recordings

In the event the Engager is presented with the opportunity to participate in an activity, either to be recorded, or with a recorded element, that is not provided for in this Article, Equity and the Engager will discuss with ACTRA any arrangements that may be required. In recognition of the importance of these opportunities, Equity will endeavour to facilitate the discussions with ACTRA in a timely manner.

38:00 LIVE SIMULCAST

38:01 Simulcasts for Non-Paying Audiences

For an event where there will be significant publicity, exposure for the Ballet, and promotion of the Artist, the Engager may simulcast a single performance up to a maximum of four (4) performances per Season without additional payment to the Artists, provided that:

- (i) the simulcast is not recorded or preserved in any way;
- (ii) the simulcast is broadcast into a public space to which there is no admission charged;
- (iii) the Engager does not receive any fee for the simulcast; and
- (iv) no other employee, staff, or contractor of the Engager receives additional remuneration for participating or facilitating the simulcast. This does not include the hiring of casual labour or other individuals (such as camera people) whose employment is specifically and solely related to facilitating the simulcast.

38:02 Introduction

The Artists performing in the simulcast performance shall be prominently introduced prior to the start of the simulcast through the use of a pre-recorded introduction for the event. Principal Dancers and Soloists shall be featured individually. The Artists of the Corps de Ballet may be featured in groups of up to six (6) Dancers provided that each Artist's face and name is easily identifiable.

The Artists shall not receive any additional compensation for the recording of the introduction provided that such recording takes place within regular rehearsal hours. Corporate sponsors (including logos) may only appear on the title card of the introduction.

38:03 Use of Introduction on Website

The introduction may be presented on the Engager's website. The Engager shall use its best efforts to ensure that the material cannot be downloaded, and warrants that it is responsible for any misuse of the material.

39:00 SICK LEAVE AND WEEKLY INDEMNITY, EXTENDED HEALTH AND DENTAL INSURANCE, LONG TERM DISABILITY

39:01 Weekly Indemnity, Extended Health and Dental Insurance

(A) Weekly Indemnity, Extended Health, Long Term Disability and Dental Insurance Plan

The Engager undertakes to arrange and maintain, for each full season Artist, a group Weekly Indemnity, Extended Health, Long Term Disability and Dental Insurance Plan which provides for health benefits supplementary to and in addition to the Artists' provincial health insurance coverage.

(B) Artists' Contribution

Artists are required to contribute twenty-five percent (25%) of the monthly premium for Weekly Indemnity, Extended Health, Long Term Disability and Dental Insurance. This contribution will be deducted from each Artist's bi-weekly compensation during the length of the season.

(C) No Changes in Insurance Coverage Without Prior Consultation

The terms and conditions of the insurance, including the cost of the premium payable under the provisions of Clause 39:01(B) may not subsequently be changed during the term of this Agreement without prior consultation with Equity. In the event of any changes to the plan being considered, the Engager will consult with Equity at least ninety (90) days prior to the proposed effective date of such proposed changes. The Engager reserves the right of final decision. Changes in the insurance coverage may only come into effect prior to the beginning of a season and not during a season, or during the term of an Engagement Contract, and only if the Artist is informed of such changes prior to the execution of the Artist's Engagement Contract.

(D) Ineligible Artists

Should an Artist who is an Equity member be ineligible for coverage under the Engager's Health and Dental Insurance plan, the Engager shall pay for the Artist to be covered under the Equity Accident and Sickness Insurance Plan (top-up plan) until such time that the Artist becomes eligible for the insurance provided by the Engager.

39:02 Sick Leave and Personal Leave

(A) Sick Leave

The Engager agrees that the Artist, while engaged, shall be entitled to sick leave with full pay for not less than fourteen (14) working days from July 01 to June 30 of the following year, and that the maximum number of consecutive sick days taken per incident of illness or accident cannot exceed seven (7) calendar days.

The Engager may request that the Artist present a note from a qualified doctor. If an Artist is unable to return to work upon expiration of the seven (7) calendar days, the Artist must apply for benefits under the Engager's Weekly Indemnity Plan. Upon acceptance into the plan, the coverage would extend up to seventeen (17) weeks of leave. If the Artist is still unable to perform their duties after the expiration of the Weekly Indemnity benefits and requires further leave, the Artist shall apply for benefits under the Engager's Long Term Disability Plan. Upon approval in receiving long term benefits, the benefits coverage may extend up to twenty-four (24) months. Please refer to the Artist's segment of the Engager's Personnel Insurance Program for details of eligibility and coverages.

Notwithstanding the above, an Artist may use up to three (3) sick days as paid personal leave days, in accordance with the conditions as stipulated in 39:02(B).

(B) Personal Leave

The Engager agrees that the Artist, while engaged, shall be entitled to personal leave without pay for not less than three (3) days from July 01 to June 30 of the following year. These days are in addition to those stipulated above and may be taken without explanation. Personal leave days cannot be taken consecutively and may not be taken immediately preceding or following sick days. Personal leave will not be taken during performance weeks or during the engagement week prior to a scheduled performance. The Artist must notify the Engager of the intention to take a personal day no later than two (2) hours prior to the Artist's first call on the day the Artist plans to take said personal day.

(C) Bereavement Leave

In the case of the death of an immediate family member, a full season Artist shall be entitled to bereavement leave with pay for up to three (3) days. For the purposes of this Clause, immediate family shall include, parent, spouse, including common-law partner, fiancé(e), child, or sibling.

39:03 Maternity and Parental Leave and Benefits

(A) Maternity Leave

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

- (i) A birth mother wishing to access this Policy must have been engaged for not less than one (1) full season prior to their maternity leave.
- (ii) Birth mothers may take up to fifty-two (52) weeks of leave, which is made up of seventeen (17) weeks of maternity leave and thirty-five (35) weeks of parental leave which must follow immediately after their maternity leave is completed. The Engager agrees to pay sixty percent (60%) of the Artist's weekly fee for the first seventeen (17) weeks of leave and sixty percent (60%) of the Artist's weekly fee for the remaining thirty-five (35) weeks to a maximum of \$42,000 or the current federal EI program maximum whichever is higher.
- (iii) Recognizing that it is important for both the Artist and the Engager to make appropriate arrangements in a timely manner it is understood that the Artist shall inform the Engager of their pregnancy as soon as it is reasonable to do so. The Artist and the Engager should at this point discuss tentative dates and begin to develop a plan based on those dates and the Engager's rehearsal and performance schedule. The purpose of these meetings is for both parties to discuss their respective needs and scheduling requirements.
- (iv) The specific dates of commencement and termination of each leave will be determined by agreement between the Engager and the Artist, taking into account the Artist's ability to continue performing while pregnant or after child-birth, as well as the individual health and personal needs of the Artist. At the request of the Artist, Equity may participate in those discussions. The Artistic Director will consider opportunities for the Artist to continue performing in a limited capacity (such as walk-on roles), and make best efforts to accommodate the Artist as long as possible prior to commencing the pregnancy leave.
- (v) Except where the Artist prefers otherwise, pregnancy leave shall not begin earlier than twelve (12) weeks prior to the anticipated date of childbirth and shall end not earlier than six (6) weeks following date of childbirth.
- (vi) Provided such duties are available and subject to operational needs, the Engager shall arrange for modified duties for the Artist in order to bridge the gap between when it is no longer feasible for their to continue dancing and when their maternity leave is expected to begin. Such duties shall be discussed and agreed upon with the Artist taking into account their physical needs. At the request of the Artist, Equity may participate in those discussions.
- (vii) If the Artist has not elected to take the full fifty-two (52) week leave period, the Artist and the Engager shall meet not more than twenty-four (24) weeks following the date of childbirth to discuss their anticipated return, which date shall be mutually agreed upon by the Engager and the Artist. At the request of the Artist, Equity may participate in the discussions. The return date may be changed by mutual agreement between the Artist and Engager. Should the Artist choose not to return after the end of their leave, the Artist must provide the Engager with not less than eight (8) weeks' notice.
- (viii) Understanding that each pregnancy is different and cannot be predicted with absolute accuracy, both parties will act in good faith to determine a schedule of leave and return which meets both of their needs, including the appropriate amount of time required for the Artist to return to dancing condition.

- (ix) At the Artist's request, the Engager shall make accommodations within the workplace to allow the Artist to breastfeed when the Artist returns to work.
- (x) While maternity leave and benefits are only available to a birth mother, parental leave benefits are available to adoptive parents at sixty percent (60%) of the Artist's weekly fee.

(B) Parental Leave

- (i) Artists will have job-protected parental leave of up to thirty-seven (37) weeks.
- (ii) The Artist shall meet with the Engager as soon as is reasonable to do so in order to discuss the implications on their rehearsal or performance schedule. The specific dates of commencement and termination of each leave will be determined by agreement between the Engager and the Artist. At the request of the Artist, Equity may participate in the discussions.
- (iii) In the case where both Artists are employees of the Engager, the Engager shall also meet with the other Artist in order to determine a schedule of leave and return which meets the needs of both the Engager and the Artist.
- (iv) Artists whose partners or spouses are due to give birth shall be given one (1) day paid leave to attend the birth.
- (v) Additional unpaid leave may be granted to an Artist right after the birth of a child or the arrival of an adopted child. This leave shall be agreed upon between the Artist and the Engager and shall be negotiated and agreed upon in good faith by both parties.

39:04 Access to Light Duty

(A) Seven Days or Less

An Artist who has been restricted from providing full services, by either a Doctor or Physiotherapist, may be invited in writing to; continue attending rehearsals in a limited capacity, watch material which is being taught, or to assist in teaching material which they have previously learned. This clause only applies if the recommended restriction is for six (6) working days or fewer. If the injury persists beyond seven (7) calendar days the Artist must apply for benefits under the Engager's Weekly Indemnity Plan per Clause 39:02 (A).

(B) While on Short or Long Term Disability

The Engager may offer Light Duty work to an Artist who is on short or long term disability, as defined in this Agreement, provided they receive prior authorization from the Engager's insurance provider, and the Light Duty does not in any way jeopardize the Artist's recovery or disability benefits coverage. At the time in which the Light Duty is offered the Engager shall inform the Artist of any associated compensation. Equity deductions shall not apply to any compensation provided to the Artist under this Clause.

(C) Under Maternity Leave Benefits

An Artist who has completed at least one (1) full season contract with the Engager, and is accessing the terms of the Maternity policy as outlined in Clause 39:03 of this Agreement, shall be entitled to light duty, if available, before and/or after maternity or parental leave up to a total of ten (10) weeks at sixty percent (60%) of their salary while pregnant or upon return to work, but not yet in a condition to perform or rehearse fully.

39:05 Leaves of Absence Without and With Pay

(A) Leaves of Absence Without Pay

A leave of absence, without pay, may be granted only on the authority of Engager, to whom a written request should be directed.

During a leave of absence without pay, personal benefits including group life and accident insurance may continue if the leave is of short duration, as defined in the Engager's group insurance policy. Payroll deduction arrangements, where applicable, must be made prior to the commencement of the leave of absence.

A leave of absence without pay will not exceed seventeen (17) consecutive weeks without direct consultation with the Engager.

If a holiday occurs during a leave of absence without pay, an Artist will not be paid for the holiday.

(B) Leaves of Absence With Pay

Leave with pay may be authorized by the Engager for reasons including, but not limited to; jury duty, death in the family or grave illness of a family member. Artists shall discuss the terms and conditions of such leave with the Artistic Director and/or Chief Operating Officer as soon as practicable prior to the desired commencement of the leave.

39:06 Compassionate Care Leave

Compassionate care leave allows an employee to take leave of up to eight (8) weeks to provide care or support to a family member with a serious medical condition with a significant risk of death within twenty-six (26) weeks. Any Artist who has worked for the Engager for longer than thirty (30) calendar days is eligible.

The leave may be used for a spouse or common-law partner, a child or child of a spouse or common-law partner, or a parent or parent of a spouse or common-law partner.

Compassionate care leave entitles the Artist to a leave from work without pay and protects their engagement if they use this leave.

40:00 PARTIES BOUND BY AGREEMENT

The "Agreement" shall, subject to the approval of Equity, be binding upon and shall inure to the benefit of the signatories hereto and all parties who by reason of merger, consolidation, reorganization, sales assignments, transfer or the like, shall succeed to or be entitled to a substantial part of the business of any signatory, and the Engager agrees that its signature to this Agreement shall likewise bind any and all subsidiary or affiliated companies engaged in the production or management of opera, concerts, concert revues, ballets, recitals, oratories, or any other performance within Equity's jurisdiction.

41:00 CLOSING SEASON

41:01 Defining Closing Notice

The Engager may close season and company by posting one (1) week's notice to all members of the company, provided the Artist shall receive not less than the minimum engagement and/or payment guaranteed under the Artist's Engagement Contract.

42:00 EQUITY LIAISONS AND REPRESENTATIVES

42:01 Equity Liaisons

Equity Liaisons shall be permitted in the company. The Engager acknowledges the right of Artists to fulfill their reasonable duties or obligations as Liaisons. Up to two (2) Equity Liaisons will be elected by the Artists within the first two (2) weeks of each Season.

42:02 Responsibilities of the Equity Liaisons

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

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

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

42:03 Secret Ballot

At all meetings of the Artists called by the Equity Liaisons, the vote shall be by secret ballot.

42:04 Meeting to Consider Engager's Request for a Concession

In cases where the Equity Liaisons are required to hold a meeting of the Artists for the purpose of considering the Engager's request for a concession, the Engager shall provide for this meeting to take place during work hours. All Artists affected by the request, including Stage Management, shall be called for consideration of the request.

42:05 Equity Representatives

Representatives of Equity will have access to visit the Engager's premises, or premises where the Artists are working, during normal working hours subject to the following:

- (a) The Equity Representative will make arrangements with representatives of the Engager prior to the visit;
- (b) The Equity Representative will identify themselves to the Engager immediately upon entering the Engager's premises, or premises where the Artists are working;
- (c) In no case will such representative interfere with the progress of work unless permitted to do so by the Engager.

43:00 EQUITY - SPECIAL PROVISIONS

43:01 Benefits

Equity members may rehearse for and perform in Actors' Fund of Canada benefits, Engager permitting (such permission not being unreasonably withheld).

43:02 Meetings - Privilege of Artists to Attend

The Engager shall not require the services of the Artist for rehearsals (except where it would involve a serious disruption in the rehearsal process which could not otherwise be reasonably accommodated) at any time when a regularly called meeting of Equity is being held. Time off for this purpose shall not be counted as part of that day's rehearsal period. Such time off shall only be "picked up" during the calendar week in which it occurs, but not more than two (2) overtime hours per day. However, if Equity does not give the Engager at least two (2) weeks' written notice of such meetings, the Engager may "pick-up" said time off up to a limit of twenty-eight (28) days following the meeting.

43:03 Special Power to Act for Artist

(A) Authority

Whenever it is provided in any Artist's Engagement Contract that any act or thing may be done by a member:

- (i) at the option of or with the consent of or at the request of Equity; or
- (ii) on the demand of or with the consent of such member.

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

(B) Discretionary Power

In all cases where by virtue of any Artist's Engagement Contract the consent or approval of Equity is required, Equity has and reserves full discretionary power in giving its consent to change, modify and limit rights of any member under the Artist's Engagement Contract, said action to be taken on behalf of the Equity in writing by either the President or Executive Director, or one of the executives or members of the legal department especially authorized by either of said officers to act.

(C) Interpretation of the Agreement

As far as the Engager is concerned, the interpretation of the Artist's Engagement Contract is the Artist's own responsibility and cannot rest on Equity. Oral statements or interpretations often lead to confusion and disagreement. Therefore, it is a rule that such oral or telephone rulings by Equity are not binding on Equity or, except with its consent, upon its members, and written rulings or interpretations must be either approved or given by the Executive Director of Equity or one of the executives or members of the legal department specifically authorized by said officer to act, and then only shall the ruling be binding when they act within the powers delegated to them by the Council.

44:00 TERMINATION

44:01 Termination of Engagement Contract

It is the essence of all Engagement Contracts that they be entered into by both the Engager and the Artist with a commitment to fulfill the contract. Termination of the Engagement Contract following execution or during the term shall only take place as follows:

(A) Mutual Agreement

With the consent of Equity, an Engagement Contract may be terminated by mutual agreement between the parties to the contract. The agreed upon mutual termination, the date it becomes effective and conditions, if any, shall be executed in writing by the Engager and signed by both parties, a copy to be filed with Equity immediately. The mutual termination shall not be considered to have been completed until Equity has consented in writing.

(B) Termination Initiated by the Artist

An Artist may request termination of their Engagement Contract prior to its end date. This request must be provided to the Engager in writing, and a copy filed with Equity by the Artist at the same time. The Engager will then consider under which conditions it may release the Artist from their engagement contract.

The agreed upon termination, the date it becomes effective and conditions, if any, shall be executed in writing by the Engager and signed by both parties, a copy to be filed with Equity immediately. The termination shall not be considered to have been completed until all of the conditions have been met and Equity has consented in writing.

(C) Termination Initiated by the Engager

(i) Without Cause

The Engager may not terminate an Engagement Contract without cause prior to its end date without the prior written agreement of Equity. The Engager will submit to Equity a written request for Equity's consideration, the request to include all pertinent information, and Equity's agreement may include conditions for the termination.

(ii) With Cause

The Engager may terminate an Engagement Contract for just cause, and shall file a copy of the termination notice with Equity immediately. For the purposes of this Agreement, just cause shall be considered to be as provided for in the provincial legislation.

(D) Default of Engagement Contract by Artist

In the case where an Artist vacates their position, and the Engagement Contract has not been terminated in accordance with Clause 44:01(B) above, the Engager has the right to recover from the Artist a sum equivalent to the actual amounts incurred for the Artist's travel, immigration and/or other costs incurred to engage or replace the Artist. The Engager shall notify Equity immediately of the default and intended course of action. The defaulting Artist shall be considered not-in-good-standing with Equity until any outstanding sums or balances are received by the Engager.

Furthermore, the Engager retains the rights the use the Artist's image in any promotional materials which have been created for use in the current or subsequent season without any additional compensation to the Artist.

45:00 PERFORMANCE LOST

45:01 Inability to Rehearse/Perform

It is agreed that if the Engager cannot perform because of fire, accident, strikes, riot, act of God, war, the public enemy, or for any other cause of the same general class which could not be reasonably anticipated or prevented, then the Engager shall notify the Artist thereof, in writing, and the Artist shall not be entitled to any compensation for the time during which said services shall not, for such reason or reasons, be rendered. Should any of the foregoing conditions continue for a period of ten (10) days or more after such notice to the Artist, either party in writing may terminate the Artist's Engagement Contract and the Engager will pay for all services to date, and transportation back to the City of Origin, in the event the company is out of town at the same time.

Whether or not the Engagement Contract is terminated by either party, the Engager shall pay to the Artist the expense allowance rate for any day which the Artist did not receive said Artist's compensation, but for not more than the period of ten (10) days as set forth above.

The word "strike" as used in this Clause shall not include strikes within the theatre arising because of the default of the Engager or which the Engager could have reasonably prevented.

46:00 ARTICLE OMITTED

47:00 SEPARABILITY

If any provision of this Agreement shall be held invalid, it shall be deemed separable from the remainder of this Agreement and shall not affect the validity of any other provisions therein.

48:00 FAILURE TO INSIST UPON PERFORMANCE

The failure of either Equity or the Engager to insist upon the strict performance of any of the provisions of this Agreement shall not be deemed a waiver of any rights or remedies that Equity or the Engager may have and shall not be deemed a waiver of any subsequent breach of default on the part of the Engager or Equity as the case may be.

49:00 DISPUTE RESOLUTION AND ARBITRATION

49:01 Notice of Alleged Breach - Artist and Equity

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

49:02 Notice of Alleged Breach - Engager

In the event of a difference of opinion relating to the interpretation, or application, or an alleged violation of this Agreement or an Artist's Engagement Contract, then the parties shall first attempt to resolve the matter through informal discussion. Should the matter not be resolved, then the Engager may invoke the formal resolution process through the filing of a dispute notice provided that the dispute notice has been filed not later than twenty-eight (28) calendar days after the Engager became aware of the breach or should have become aware of the breach.

49:03 Dispute Notice - Content

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

49:04 Dispute Notice - Time Limit

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

49:05 Dispute Resolution Meeting

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

49:06 Arbitration Notice

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

49:07 Mediation

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

49:08 Arbitration Panel

A dispute which has been referred to arbitration shall be heard by a mutually agreed-upon single arbitrator.

49:09 Agreement on an Arbitrator

The parties shall agree on an arbitrator within thirty (30) days after the sending of the arbitration notice and if no agreement on the appointment of an arbitrator is reached, then they, or either of them shall request the Manitoba Labour Board appoint an Arbitrator.

49:10 Power of Arbitrator

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

49:11 Power to Act for Artists

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

49:12 Recourse to Court of Law

The parties to this Agreement agree that no matter that could be referred to arbitration shall be referred to a court of law by either party, subject to either party's right to enforce an arbitration award through filing the decision with the Court of Queen's Bench of Manitoba, in accordance with the Labour Relations Act (Manitoba).

49:13 Cost of Arbitration

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

49:14 Time Limits - Waiver

The time limits in this Article 49:00 can only be waived by mutual agreement in writing.

50:00 POLICIES

50:01 Respectful Workplace Policy and Equity's Not in OUR Space! Program

The Engager's Respectful Workplace Policy, which includes the Canadian Code of Conduct for the Performing Arts, and Equity's Not in OUR Space! Program shall be an integral part of this Agreement.

50:02 Child Protection Policies and Procedures

The Engager's Child Protection Policies and Procedures Manual shall be an integral part of this Agreement.

51:00 HEADINGS AND INDEX NOT PART OF THIS AGREEMENT

The paragraph headings and index used herein are inserted for convenience only and are not part of this Agreement.

52:00 EXPIRATION

The term of this Agreement shall commence on July 01, 2023 and shall terminate on June 30, 2026, provided that all Engagement Contracts with Artists which expire after the date shall be deemed subject to such new Agreement as may be entered into between Equity and the Engager for the next or succeeding season. Equity and the Engager agree to submit proposals for the new Agreement at least two (2) weeks prior to the anticipated start of negotiations, but no later than February 1, unless otherwise agreed between the parties.

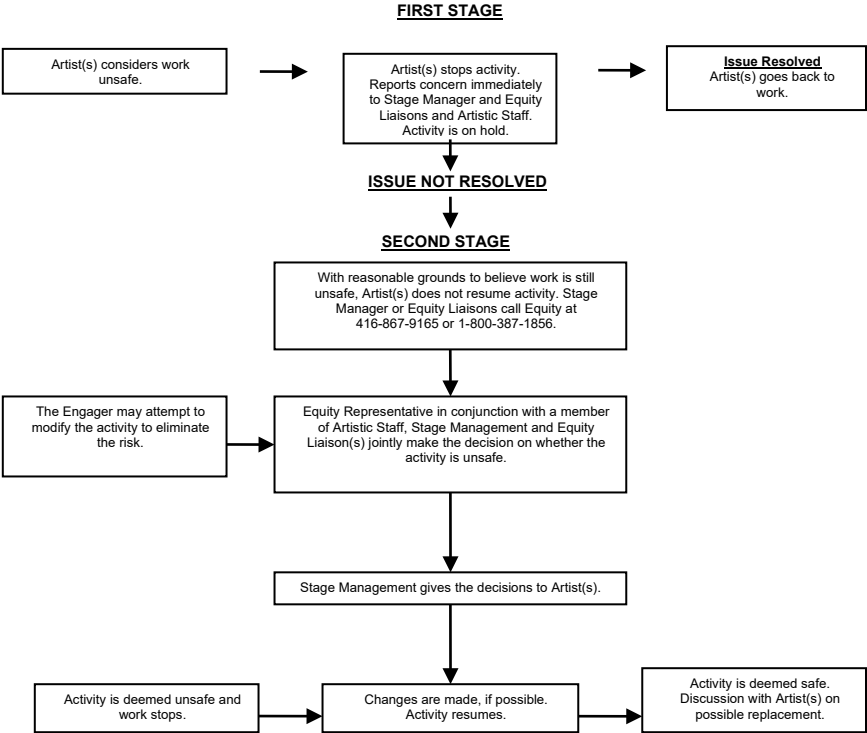
APPENDIX A COLLECTIVE BARGAINING PROTOCOL

Equity and the Engager ("the Parties") agree that adherence to this Collective Bargaining Protocol ("the Protocol") is fundamental to their collective bargaining relationship during the process of bargaining the renewal of the Royal Winnipeg Ballet Agreement ("RWBA"). As such, the Parties agree that unless otherwise agreed upon by the parties in writing prior to the commencement of collective bargaining, the foregoing shall represent the general process by which such bargaining will be conducted.

1. The Parties agree that their respective collective bargaining committees shall meet and commence to bargain collectively in good faith with one another and shall make every reasonable effort to conclude a collective agreement.
2. The Parties agree to include on their collective bargaining committees, and to bring to the bargaining table, individuals from their respective organizations that have the power and authority to agree to the proposals being negotiated.
3. The Parties further agree to be bound by the agreements made by their respective bargaining committees during collective bargaining which have been agreed upon in writing.
4. The Parties agree that language agreed to at the bargaining table between the collective bargaining committees shall not be revisited unless one Party identifies a clause which may inadvertently be in conflict or inconsistent with the agreed-upon language. The Party noticing such conflict or inconsistency shall advise the other Party as soon as they become aware of it and both Parties shall immediately attempt to rectify the issue while trying to maintain, as closely as possible, the spirit and intent of the agreed-to language.
5. The Parties agree that collective bargaining proposals that are reasonably related to each other may be packaged together in bargaining, although nothing precludes either Party from making counterproposals on any or all of the items presented as a package.
6. The Parties agree that the dispute resolution and arbitration provisions in the RWBA apply to this Protocol. Should the Parties reach an impasse in bargaining, a mutually agreed upon Mediator/Conciliator may be engaged by the Parties in order to bring the Bargaining to a conclusion.

APPENDIX B PROCEDURE FOR UNSAFE WORKING CONDITIONS

No Artist shall be required to perform any services in unsafe situation or with unsafe equipment. Any Artist who thinks that a piece of equipment or an activity is hazardous may refuse to use that equipment or do that activity. An Artist does not have to make a formal or official complaint with Equity to start the review process. Simply stating that something is unsafe is enough.



APPENDIX C USE OF ARTIST'S IMAGE (STILL PHOTOS) FOR PROMOTIONAL PURPOSES

Commercial Product - Definition:

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

1:00 Exclusive Use by RWB

- (i) No Payment Required.
- (ii) Approval by Artists of photos of three (3) Dancers or less.
- (iii) Identification of Artists in photos with three (3) Dancers or less.

2:00 Mixed Use - RWB / Corporate Sponsor

(A) Produced and distributed by RWB

- (i) No Payment Required.
- (ii) Approval by Artists of photos of three (3) Dancers or less.
- (iii) Identification of Artists in photos with three (3) Dancers or less.

(B) Produced and distributed by other than RWB

- (i) Written consent of the Artists required.
- (ii) Payment applies to all Artists appearing in photo.
- (iii) Payment can be waived.
- (iv) Approval by Artists of photos of three (3) Dancers or less.
- (v) Identification of Artists in photos with three (3) Dancers or less.

3:00 Exclusive Use by Third Party

- (i) Written consent of Artists required.
- (ii) Payment to the Artists required.

APPENDIX D SIDE LETTER ON INDEPENDENT TRAVEL

Over the term of this Agreement, the Engager and Equity acknowledge the many challenges associated with reducing the minimum number of guaranteed engagement weeks per Season. In consideration, the Engager agrees to work with the Artists for independent travel.

An Artist may request to travel independently from the Engager for an upcoming tour, and the Engager will not unreasonably deny an Artist's request.

Requests for independent travel must be submitted to the Engager in writing within the timeline set forth by the Engager for each tour. Timelines may vary tour to tour. Requests received outside of those timeframes are not guaranteed to be approved.

Where an Artist is approved for independent travel and where the Artist assumes the cost of such travel, the Engager will reimburse the Artist's air travel expenses up to what the Engager's cost would have been for the Artist to travel with the Company. The Engager will additionally reimburse the Artist for the taxi home from the airport in Winnipeg upon the presentation of receipts.

The Artist will be reimbursed for their air travel expenses following the tour, when they are reimbursed for any other expenses, in accordance with Clause 12:06 Reimbursement of Receipts.

In all cases, it is understood that the Artist is responsible to ensure they adhere to the touring schedule and itinerary unless otherwise agreed to by the Engager, and that the Artist assumes all costs and responsibility for transportation in order to arrive at the applicable tour destination and/or return to Winnipeg at the appropriate time.

APPENDIX E SIDELETTER ON REHEARSAL CULTURE

The Royal Winnipeg Ballet and Dancers agree to discuss, in good faith, the way in which ballets are staged and rehearsed; the use of video recordings; and the collaborative process between Artistic staff and Dancers, over the period of this Agreement with the first meeting scheduled no later than thirty (30) days after the ratification of this Agreement. The schedule for subsequent meetings will be determined at that first meeting.

RWBA

2023 - 2026

Canadian Actors'

EQUITY

Association

National Office

44 Victoria Street, 12th Floor
Toronto, ON M5C 3C4
Tel: 416-867-9165
Email: busrep@caea.com

Western Office

Tel: 604-682-6173
Email: woffice@caea.com

www.caea.com

CANADA'S ROYAL WINNIPEG BALLET



380 Graham Avenue
Winnipeg, MB R3C 4K2
Tel: 204-956-0183
Fax: 204-943-1994
www.rwb.org