

VOA

begins July 1, 2025 | terminates June 30, 2028

Canadian Actors'
EQUITY
Association


vancouver**opera**

VANCOUVER OPERA AGREEMENT

2025 - 2028

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PREAMBLE

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

(A) Definition of Engager

For the purposes of this Agreement, the "Engager" will be the Vancouver Opera.

(B) Recognition of Equity

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

singers	production stage managers
dancers	stage managers
actors	assistant stage managers
stage directors	choreographers
assistant stage directors	assistant choreographers
dance rehearsal directors	fight directors/intimacy directors

(C) Changes Not Covered by this Agreement

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

(D) Application for Changes or Alterations

The Engager may apply to Equity to negotiate further changes or alterations to this Agreement.

(E) Paragraph Headings and Indexes

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

1:00 GENERAL

1:01 Recognition of Equity

(A) Exclusive Bargaining Agent

The Engager acknowledges and recognizes that Equity is the exclusive bargaining agent for all persons defined as Artists in Section (B) Recognition of Equity above and engaged by the Engager, except for those situations covered by Clause 1:02 Negotiation of Individual Engagement Contracts. Whenever an Equity member is engaged it shall be under the terms of an Equity contract.

(B) Artist as Independent Contractor

Unless otherwise provided for herein, the Artist and Engager agree that the Artist is engaged as an independent contractor and nothing in this Agreement shall be construed to create an employee-employer relationship between the Artist and the Engager.

1:02 Negotiation of Individual Engagement Contracts

Notwithstanding the provisions of Clause 1:01 Recognition of Equity above, the Engager may negotiate with Artists and Artists' representatives and contract such Artists, using contract forms as provided for in Article 27:00 Individual Engagement Contract and addressing the particular terms of the individual engagement contracts, without the involvement of Equity in such individual negotiations and contracting. The negotiation and terms of the individual engagement contract may not however waive any of the minimal conditions of or be in conflict with the terms of this Agreement.

1:03 **Management Rights**

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

1:04 **Equity Logo and Notice**

The Engager agrees to display the Equity logo in the program, whether printed or online. The Engager shall also place a notice in the program, whether printed or online, to the effect that the company is professional and operates within the jurisdiction of Canadian Actors' Equity Association.

2:00 **EQUITY MEMBERSHIP**

2:01 **Artists in Good Standing**

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

2:02 **Non-Resident Artists**

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

2025-2028	
Permit Filing Fee (First Engagement)	\$1,200.00
Permit Filing Fee (Subsequent Engagement)	\$125.00

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

However, Non-Resident Artists who are AEA members shall be subject to the provisions of the reciprocal agreement between Equity and AEA and are required to join Equity.

Notwithstanding the above, the Non-Resident Permit Filing fee does not apply to non-resident Artists engaged as Actors, Children, Choreographers, Dancers, Intimacy or Fight Directors and Narrators. However, equalization deductions as outlined above will apply to these Artists.

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

2:03 Membership Options – Actor/Child/Choreographer/Dancer/Intimacy or Fight Director/Narrator

(A) Artist Not a Member of Equity

In the case where an Actor, Child (seventeen (17) years of age and under), Choreographer, Intimacy/Fight Director or Narrator is not a member of Equity, one of the following Clauses shall apply.

(i)

Member of Another Association

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

(ii)

Not a Member of Another Association (Canadian Citizen or Permanent Resident)

An Actor, Child (seventeen (17) years of age and under), Choreographer, Intimacy or Fight Director or Narrator who is not already a member of Equity or a member of another professional performing artists' association or union shall not be required to join Equity but shall be given the opportunity to do so.

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

Notwithstanding the above, an Actor, Child (seventeen (17) years of age and under), Choreographer, Intimacy or Fight Director or Narrator may be required to join Equity for any engagement, or combination of engagements, in any Season in excess of eight (8) weeks.

2:04 Deductions

(A) Membership Fees and Assessments

If the Artist is not in good standing, the Engager agrees to deduct from the Artist's fee and to remit to Equity such dues, initiation fees and assessments as may be due to Equity from the Artist, upon notification from Equity to the Engager of the amount involved.

(B) Payment of Working Dues

The Engager agrees to deduct working dues as directed by Equity from the Artist's weekly in-town contractual fee and remit same to Equity in accordance with the provisions of Clause 13:15 Remittances.

Any problems encountered with respect to dues deductions must be settled by the Artist with Equity directly and not with the Engager.

(C) Equity Member Benefits

Equity provides benefits to its members. In order to facilitate this, the Engager will deduct from fees payable to the Artist, and remit to Equity in accordance with Clause 13:15 Remittances, such amounts as directed by Equity. These amounts are to be established at the commencement of this Agreement and may be modified on not less than 60 days notice to the Engager.

(i)

Registered Retirement Savings Plan (RRSP) Maximum

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

2025-2028	
RRSP Deductions Maximum	\$2,809.82

RRSP contributions and deductions shall be made on the fees of all Artists who have the status of citizens or permanent residents of Canada.

(D) Equity's Right to Deny Membership

The Engager recognizes Equity's right to deny Equity membership to any Artist who is in breach of Equity's Constitution or Bylaws. As per Clauses 2:01 Artists in Good Standing and 2:02 Non-Resident Artists, this Artist may not be hired by the Engager. It is agreed that, should the Artist have a signed individual Engagement Contract with the Engager prior to the Artist's breach with Equity, then Equity shall endeavour to resolve the conflict with the Artist in such a way as to allow for the Artist to fulfill the Artist's individual engagement contract.

(E) Equalization Deductions

In accordance with Clauses 2:02 Non-Resident Artists and 2:03 Membership Options above, when an Artist is not a member of Equity, and is engaged as a Permittee, the Engager will deduct from fees payable to the Artist an equalization deduction as determined and administered by Equity, such amount to be equal to the deductions applicable to a Regular Equity Member and remit it to Equity in accordance with the provisions of Clause 13:15 Remittances.

3:00 LAWS GOVERNING THIS AGREEMENT

3:01 Provincial Jurisdiction

Except as provided hereinafter, this Agreement shall be subject to, and construed by, the laws of the Province of British Columbia.

3:02 Statutory Conflicts

If the provisions of any Statute applicable to the contract of engagement are in conflict with the contract, then the contract of engagement shall be deemed to be modified so as to comply with the Statute.

3:03 Canadian Status

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

3:04 Provisions Affected

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

4:00 INTERPRETIVE POWERS

4:01 Interpretive Powers

Wherever a conflict, disagreement or dispute arises with respect to the provisions in this Agreement, or in respect to the Engagement Contract;

(A) Rights of Equity

The Executive Director of Equity has the sole right to determine on behalf of the Equity members the interpretation of said provisions and to argue the interpretation of said provisions and to attempt to resolve the conflict subject to Article 49:00 Arbitration of this Agreement. The Executive Director of Equity's decisions shall be binding on Equity and its members.

(B) Rights of Engager

The Engager has the sole right to determine on its behalf the interpretation of said provisions and to argue the interpretation of said provisions and to attempt to resolve the conflict subject to Article 49:00 Arbitration of this Agreement.

5:00 RESPONSIBILITIES OF THE ARTIST

5:01 Membership in Equity

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

5:02 Contractual Obligations

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

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

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

5:04 Services Provided by the Artist

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

(A) Physical Condition

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

(B) Physical Appearance

(i) The Artist must advise the Engager at least three (3) months in advance of the first rehearsal of any significant change to the Artist's physical appearance, such as loss or gain of weight, or a physical condition which may significantly affect the Artist's ability to perform the Artist's services since the signing of the Artist's opera engagement contract, provided that the Engager shall expressly state this requirement by rider in the Artist's engagement contract at time of signing.

(ii) As of the first day of engagement, should an Artist make a change to their physical appearance without the permission of the Engager that significantly affects the Artist's costuming/wig/hair design/make-up design without reasonable explanation the Artist will be responsible for all costs to return their physical appearance to the satisfaction of the Engager.

(C) Measurements

The Artist will, upon request of the Engager, provide their most up to date measurements. The Engager will provide the Artist with a measurement form detailing the exact measurements required. The Artist will provide the information to the Engager in a timely manner, and it is understood that any measurements taken by the Artist are taken to the best of the Artist's ability.

5:05 Rules and Regulations

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

6:00 ARTISTS' OBLIGATION TO EQUITY

6:01 VOA Engagement Contract

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

6:02 Equity Constitution and Bylaws

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

6:03 Membership

Equity agrees that it will accept as a member of Equity any eligible Artist the Engager wishes to engage subject to Article 2:00 Equity Membership. Equity agrees to provide the Engager with information relative to the circumstances as to the suspension or expulsion of a member or the refusal to admit a non-member into the Association.

7:00 EQUITY SPECIAL PROVISIONS

7:01 Donation to the Actors' Fund of Canada (The AFC) of Proceeds from the Final Dress Rehearsal

Equity agrees that the Engager may open the Final Dress Rehearsal to students and other targeted community groups, as well as guests of the Orchestra and the Artists. The Engager shall make seats available at a minimal price and shall reserve enough seats so that each Equity member engaged during the course of a season may purchase two (2) of these seats for any production in the season for which they are not engaged. Subject to availability, Equity members who are entitled to complimentary tickets to the Final Dress Rehearsal in accordance with Clause 13:16 Complimentary Tickets shall also be able to purchase two (2) additional tickets under the provisions of this Clause.

The Engager shall, each year, make a contribution to the Actors' Fund of Canada (The AFC) equivalent to the number of Dress Rehearsal tickets bought by Equity Artists multiplied by the current price of the Dress Rehearsal Ticket.

For each season, the Engager will provide Equity with a reconciliation of the calculation of the contribution for each production in the season.

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

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

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

7:03 Special Power to Act for Artist

(A) Authority

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

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

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

(B) Consent

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

(C) Representation

Equity may represent its members in any dispute which may arise with the Engager, and Equity may, at all times, represent its members in relation to any matter arising under any engagement contracts. When any act or request or consent of any such member is provided for in such contract, the request, consent or approval of Equity shall, for all purposes, be deemed the consent, request, approval or act of the members.

(D) Reasons Given for Actions

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

7:04 Equity Liaisons and Representatives

Equity Liaisons shall be elected for each production at the discretion of Equity. It is accepted that generally there shall be one Equity Liaison elected for the Principal Artists and one Equity Liaison for Chorus, provided that there are both groups engaged in a production.

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

7:05 Communication Committee

The Communication Committee will be jointly established each year by the Artists and the Engager. The intent of the Communication Committee is to encourage open candid dialogue between Artists and the Engager and to afford both parties an opportunity to pose questions of one another, offer suggestions and bring grievances to light, and generally improve communication and understanding of respective problems and concerns. The Committee will be comprised of no less than two (2) Chorus members, one (1) Stage Manager, and one (1) representative of the Engager. Upon the request of any Committee Member a representative of Equity may participate in a Communication Committee meeting.

One (1) of the Chorus member representatives will also serve on the Artistic Advisory Committee.

The Committee will meet a minimum of one (1) time per Season.

7:06 Secret Vote

(A) Secret Ballot

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

(B) Conflict of Interest

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

(C) Determination of Equity

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

7:07

Audition Code

(A) Annual Auditions in Major Centres

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

(B) Groups

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

(C) Call Backs

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

(D) Equity Members

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

(E) Notice and E-Drive

Equity will be advised at least six (6) weeks in advance of the auditions referred to in Clause 7:07(A) Annual Auditions in Major Centres. The Engager shall post these auditions on Equity's E-Drive service.

(F) Casting Authority

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

(G) Accompanist

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

(H) Specifically Requested Material

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

(I) Venue Suitability

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

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

(J) Dance Auditions

For dance auditions the following additional provisions shall apply:

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

- (ii) Dance auditions must be conducted on approved dancing surfaces in accordance with the provisions of Clause 20:07 Surfaces.
- (iii) Change facilities appropriate to the needs of the Artist(s) shall be made available.

7:08 Sexual Acts and Nudity

(A) Nudity

Nudity is prohibited during the entire audition process.

(B) Sexual Acts

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

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

(C) Written Notice and Rider

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

8:00 SAFE WORKING ENVIRONMENT – HARASSMENT AND DISCRIMINATION

8:01 Not In OUR Space! Program

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

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

A representative from the Engager and a representative from Equity (Equity member engaged for the production) shall present the "Respectful Workplace Statement" at the beginning of the first day of both Principal and Chorus rehearsals and again in the theatre/venue. Alternatively, the Engager may, along with a representative from Equity as described above, present their own statement in accordance with the guidelines set forth in the "Checklist if Delivering Own Message" section of the [First Day Talk Template](#) (hyperlink), as may be amended from time to time.

8:02 Prohibition of Discriminations

There shall be no discrimination against any Artist or applicant for a part, or position by reason of race, colour, creed, sex, national origin, or sexual or affectional preference. Any violation of this Article by either of the parties to this Agreement may be submitted to binding arbitration according to the provisions of Article 49:00 Arbitration.

In the event the arbitrator determines that discrimination has been practised the arbitrator shall have the authority to direct reinstatement or engagement, as the case may be, and/or assess such monetary damages, not to exceed contractual salary and fringe benefits lost, as in the arbitrator's opinion will compensate the Artist or Engager for any such loss as the Artist or Engager may have suffered by reason of said discrimination.

8:03 Artist Not Required to Render Services

The Artist shall not be required to render any services to the Engager in any theatre or any place where discrimination because of sex, race, colour, creed, national origin, or sexual or affectional preference is practised against any Artist, or where such discrimination is practised against any patron as to admission to or seating in a theatre or other place of performance.

8:04 Sexual Harassment

(A) Right to Work in Environment Free From Sexual Harassment

Equity and the Engager recognize the right of all Artists to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the workplace.

(B) Sexual Harassment Definition

Sexual harassment shall be defined as:

An incident involving unwelcome sexual advances, requests for sexual favours, or other verbal or physical conduct of a sexual nature;

- (i) when such conduct might reasonably be expected to cause insecurity, discomfort, offence, or humiliation to another person or group of persons; or
- (ii) when the submission to such conduct is made implicitly or explicitly a condition of work or study; or
- (iii) when submission to such conduct is accompanied by a reward, or the express implied promise of a reward for compliance; or
- (iv) when rejection of such conduct is accompanied by a reprisal, or an express implied threat of reprisal, for refusal to comply; or
- (v) when such conduct has the effect of interfering with a person's work, performance or studies by creating a hostile or offensive environment.

(C) Types of Behaviour

Types of behaviour which constitute sexual harassment include, but are not limited to:

- (i) unwelcome remarks, jokes, innuendoes, or taunts about a person's body, clothing, or sex told or carried out after the individual has been advised that their actions are offensive or embarrassing, or that they are by their nature, clearly embarrassing or offensive
- (ii) insulting gestures of a sexual nature which cause discomfort, awkwardness, or embarrassment
- (iii) leering
- (iv) displaying pornographic, pin-up pictures, or other sexually offensive materials
- (v) degrading remarks directed at members of one sex or sexual orientation
- (vi) obscene comments
- (vii) persistent unwelcome physical contact after the termination of a consensual relationship
- (viii) demands for sexual favours
- (ix) unnecessary physical contact such as touching, petting, stroking, and pinching
- (x) unwelcome and inappropriate inquiries about a person's sex life
- (xi) sexual assault

(D) Breach

Should an Artist feel there has been a breach of Clause 8:04(A) Right to Work in Environment Free From Sexual Harassment, then the Artist shall inform the:

- (i) Business Representative of Equity who shall inform the Engager, or
- (ii) Engager's Representative who at the discretion of the Artist may inform the Business Representative of Equity.

(E) Investigation of Complaint

All complaints regarding Clause 8:04(A) Right to Work in Environment Free From Sexual Harassment shall be investigated in as discreet and confidential a manner as possible by the Engager's representative and if desired by the Artist, by the Business Representative of Equity.

(F) Action

Appropriate action, up to and including termination of employment will be taken against any person found to have violated Clause 8:04(A) Right to Work in Environment Free From Sexual Harassment.

(G) Artist's Engagement

A complaint to the attention of the Engager or the Business Representative of Equity regarding Clause 8:04 Sexual Harassment will in no way prejudice the Artist's engagement.

8:05 Prohibition of Discrimination for Equity Activity

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

9:00 ACCESS, INCLUSION, AND ANTI-OPPRESSION

9:01 Acknowledging Systemic Oppression and Exclusion

The Engager and Equity acknowledge that Vancouver Opera, and the Vancouver Opera Agreement, evolved from a patriarchal, Eurocentric tradition that has contributed to widespread discrimination and exclusion of a range of people and practices. The Engager and Equity are committed to redressing systemic exclusion in our shared opera ecology, and to expanding engagement opportunities for Artists who identify with historically underrepresented groups, so that the practice of opera honours and reflects the wide diversity of performance, processes, bodies, and identities in our society.

It is additionally acknowledged that Opera in Canada is practiced on the traditional lands of First Nations, Inuit, and the Métis Nation, and that settler artists and institutions have benefitted from colonial structures and systemic racism to the detriment and exclusion of Indigenous artists and art practices. The Engager and Equity further commit to building respectful relationships with Indigenous communities through listening, learning, collaboration, and the meaningful sharing of resources.

9:02 Commitment to Anti-Oppression and Inclusion

(A) Joint Undertaking

The Engager and Equity recognize that measurable progress towards truly inclusive participation in our opera ecology requires urgent, systemic, and sustainable shifts in both practices and infrastructures. Both associations are committed to ongoing training and dialogue with their respective memberships to advance inclusion and will take actionable strides to engage and consult with historically underrepresented groups to redress systemic oppression and exclusion.

(B) Declared Actions: Anti-Oppression and Inclusion

In the spirit of a shared commitment to sectoral change, and to foster the development of safe, respectful, and responsible work environments:

- (i) The Engager will work with the staff, board members, community partners and artists to address anti oppression and inclusion and will continue to develop and implement systems to make Vancouver Opera a more inclusive space for all.
- (ii) The Engager and Equity will articulate the actions they are undertaking to support and advance the principles of this article.

9:03

Equal Engagement Opportunities

The Engager and Equity are committed to the practice of equitable engagement opportunities, to expanding inclusion, and to eliminating discrimination in opera. To this end, with due respect for the requirements of and suitability for a job – and with the understanding that there can be no interference with the contractual rights or artistic discretion of the artist – Vancouver Opera reaffirms its commitment to non-discrimination and the practice of Inclusive Casting.

(A) Inclusive Casting

Inclusive Casting is defined, for the purposes of this Agreement, as the casting of Artists who self-identify with historically underrepresented groups (including but not limited to Indigenous and racialized identity, age, D/deaf and disability, gender, LGBTQ2+, or neurodiverse) in roles where identity characteristics are not prescribed. This practice shall extend to all roles in a production, including soloist and chorus roles.

(i) Notice of Inclusive Casting Policy

The Engager will articulate its inclusive casting policy in all casting notices and breakdowns.

(ii) Distribution of Casting Notices and Breakdowns

As per Clause 7:07(E) Notice and E-Drive and to promote dissemination of casting opportunities to the broadest spectrum of artistic talent, all casting notices and breakdowns will be posted on the Equity e-Drive, and any additional channels the Engager deems appropriate.

(iii) Cultural Integrity in Casting

Notwithstanding the foregoing, the Engager and Equity recognize that casting against the indicated or implied ethnicity of a culturally-specific role, or outside the lived experience of a character with a disability or underrepresented gender identity, may have a discriminatory or distressing impact on those artists and communities. When casting such roles, the Engager will make best efforts to audition and engage Artists of appropriate background or identity.

(B) Inclusive Engagement Beyond Casting

Application of the principle of Inclusive Casting will extend to the engagement of all artistic personnel, including but not limited to Directors, Choreographers, Stage Managers, Fight Directors and Intimacy Directors. The Engager will actively solicit the participation of underrepresented identities in all areas of theatre creation and production.

Respectful Consultation, Collaboration, and Representation**(A) Respectful Consultation and Collaboration**

It is understood that all Artists bring their identity, history, and experience to the creative process, and that the inclusion of diverse identities is a source of richness and strength for a production and the broader ecology. That said,

- (i) 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 appropriately knowledgeable Elders or individuals from those cultures or communities to ensure informed and respectful choices relating to representation. Such consultation should be conducted with sufficient lead time to enable useful integration of any learning into pre-production, rehearsal, and production, and shall be compensated appropriately.
- (ii) Where an Artist engaged on a production is solicited by the Engager or Director to provide insight or expertise related to their culture or identity beyond the customary parameters of their contracted duties in the production, the Artist and the Engager will negotiate mutually agreeable terms and financial compensation for that service. These terms will be ridered to their contract and will be payable by the Engager at a rate not less than indicated in Clause 13:09(E) Additional Services upon submission of invoice. This payment is not subject to Clause 2:04 Deductions.

(B) Respectful Representation

Artists who identify with racialized or historically underrepresented groups hold a range of opinions about how aspects of their identity may or may not intersect with the story, characters, or aesthetics of a production. Timely and transparent discussions with the Artist regarding any use or treatment of their identity are vital to ensure informed and ongoing consent. Such consultation is equally important in works with no implied identity-specific content, where the direction/production seeks to ascribe elements of an Artist's culture or identity on the work.

- (i) When engaging Artists who identify with racialized or historically underrepresented groups, the Engager will have discussion with the Artist prior to contract signing to understand their specific needs and desired supports related to the engagement. The Engager and Artist will jointly determine what information will need to be communicated to the Director, Stage Manager, cast, creative collaborators, company staff and/or appropriate theatre personnel. With the consent of the Artist, the Engager and Artist will outline any specific agreements in a rider to the Artist's VOA engagement contract.
- (ii) 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-racist and non-discriminatory in language and tone and provide the Artist with agency and support to achieve respectful self-representation.
- (iii) Where the content of a production deals with issues of violence, trauma, cultural or oppressed groups, or where it may be reasonably anticipated that the Artist's individual identity may intersect with or reinforce harmful or demeaning stereotypes, the Engager is encouraged at the time of offer to provide Artists – regardless of background or identity – with all available information about the production's concept and/or context.

9:05 Resolution of Issues Related to Identity

- (A) Where issues arise related to the Artist's culture or identity, in rehearsal or production, the Engager will act promptly and transparently to resolve the issue. All parties are cautioned to refrain from imposing additional emotional labour on the Artist to navigate their own harm or oppression and commit to protecting the Artist from overt or subtle retribution for identifying harmful behaviour.
- (B) Upon request by the Artist and by mutual agreement, the Engager will welcome a third-party advocate to facilitate resolution of the issue. Where such an advocate is not an agent, a representative of Equity, or otherwise paid representative, the Engager will assume costs or appropriate compensation.
- (C) A complaint made during the course of another active investigation (harassment, bullying, health & safety, or other workplace incident requiring legislated investigation) must also be resolved. However, any investigation and resolution of the complaint made under this Article may not interfere with or supersede the active investigation.

10:00 BREACHES

10:01 Breaches by Engager

Should the Engager:

(A) False Statement

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

(B) Material Breach

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

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

In the event of any of the above breaches, the Engager agrees to pay the Artist forthwith in full for all services rendered by the Artist and not already paid for plus any other amounts to which the Artist may by contract or under Equity rules be entitled to recover and also as liquidated damages an amount equal to two (2) weeks' salary. Should any such act or breach occur it shall be open to negotiate with Equity the continuation of services by an Artist without such continuation acting as a waiver of any of the rights of either Artist or Equity.

10:02 Breaches by Artist

The Engager shall have the right to terminate the contract of an Artist for the reasons stipulated in (A) and/or (B) below:

(A) Intoxication or Impairment

Inability of an Artist in the opinion of the Engager to rehearse and/or perform caused by intoxication or other impairment. Two independent written records shall be made by a Company member, Artistic, Production or Administrative staff witnessing the Artist's condition, with a signed acknowledgement by one of either the Engager, Stage Manager and/or Equity Liaison. The records must be recorded on an incident report form supplied by the Engager and submitted to the Engager and the Stage Manager and/or Equity Liaison.

(B) Material Breach

Material breach by an Artist of the responsibilities set out in Clauses 5:02 Contractual Obligations, 5:03 Absences from the Engager's Point of Origin, 5:04 Services Provided by the Artist and/or 5:05 Rules and Regulations of this Agreement.

If after arbitration of such a termination the Arbitrator finds against the Engager, the Engager shall recompense the Artist as awarded by this Arbitrator but in no event less than the fees which would otherwise have been payable under the Artist's contract.

Notwithstanding the above, should an Artist miss a call under this Agreement without reasonable explanation, the Engager shall provide a written warning to the Artist which shall be copied to Equity. Where the Artist has received a written warning regarding a missed call, upon notification to Equity, the Engager may deduct a fine as specified below from the Artist's contractual fee for each subsequent infraction.

2025-2028	
Fine	\$25.00

11:00 DEFAULTING ENGAGER

11:01 Engager Not In Default

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

11:02 Requirement to Work

No Equity member shall work for the Engager without the written consent of Equity if the Engager:

(A) Arbitration

has failed to abide by any arbitration award or, where permitted herein, by any final determination of the Executive Director of Equity, or

(B) Defaulting Engager List

has defaulted by not meeting past financial obligations to Equity or its members and has been placed on Equity's Defaulting Engager list.

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

12:00 CONTRAVENTION OF CRIMINAL CODE

12:01 Duty to Report

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

12:02 Withdrawal from Contract

Where it has been established that the Engager has failed to comply with the requirements of the Clause 12:01 Duty to Report, then the Equity member may withdraw from the contract without liability and shall be entitled to contractual compensation. The contract of any member who is convicted of contravening the Criminal Code and/or the Narcotics Control Act may be terminated immediately without further payment, at the discretion of the Engager, Equity consenting.

13:00 COMPENSATION

13:01 Fees Paid in Legal Tender

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

13:02 Payment to the Artist

(A) Method and Timing

Payment of fees to the Artist will primarily be made by Electronic Funds Transfer (EFT) but may also be made by wire transfer or company cheque. Payments will be made on or before Friday of each week, prior to the Artist's last call of the day.

Unless they are engaged on a strictly weekly basis, Chorus Artists will be paid in three (3) installments; the first installment for the first-half of the rehearsal fee will be paid on Thursday in the week with the first rehearsal, the second installment for the second-half of the rehearsal fee will be paid on Thursday two (2) weeks later, and the third installment for the performance fees will be paid on Thursday in the last week of performances.

Stage Management Artists or any other Artists engaged on a weekly basis shall be paid weekly.

All other Artists may be paid on a schedule as agreed between the Artist and the Engager; such schedule to be detailed on a rider to the Artist's engagement contract.

Any additional services or other amounts remaining owing to any Artist that are not paid out in accordance with the schedules noted above will be paid to the Artist within two (2) weeks of the close of the production.

If a wire transfer is requested by the Artist, the Artist is responsible for all bank fees and service charges related to the wire transfer at both the bank of origin and destination bank.

In the case where an Artist is being paid by company cheque, and in the event that the Artist is not called on Friday, the Engager shall endeavour to make such cheque available to the Artist on the preceding day.

(B) Per Diem

The per diem allowance referred to in Clause 13:10 Outside Point of Origin (Touring) Rates shall be paid to the Artist on the pay day of the week prior to the week for which it is applicable.

(C) Per Performance or Per Production Fees

(i) Artists contracted on a per performance or per production fee basis may be paid on a schedule as negotiated with the Engager and detailed in a rider to their VOA Engagement Contract. However, Artists contracted on a per performance or per production fee basis must receive full and final payment no later than the half-hour call for the Artist's final performance or in the case of a per production fee, their final day of engagement.

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

(D) Additional Services

- (i) The individual Artist shall invoice the Engager for additional services provided.
- (ii) Payment for additional services is due in the week after it is invoiced to the Engager.

13:03 Engagement of Less than a Full Engagement Week

(A) Artists

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

- (i) Such period must be consecutive and immediately precede a full engagement week at the beginning of the engagement period or immediately follow a full engagement week at the end of the engagement period, with no hiatus in between.
- (ii) Provided that the Artist is not called for more than six (6) hours of service per day (not including breaks and rest periods) as provided for elsewhere in this agreement, payment for each pro-rata day, including the free day in a partial week, must be not less than one-fifth (1/5) of the Artist's weekly contractual fee per day.
- (iii) In any event, the Artist may not be required to work for more than nine (9) consecutive days, including the pro-rated days as provided for above, without a free day. Should the pro-rated period include a free day, that day must be paid for on a pro-rata basis.

13:04 Fees, Non or Partial Payment

(A) Non or Partial Payment

Non-payment or partial payment of fees including payment for additional services, GST, remittances to Equity (see Clause 13:15 Remittances) and transportation costs of the Artist to the point of origin and return, when due, shall be deemed a material breach of contract giving any Artist the right to terminate forthwith the Artist's contract with the Engager, Equity consenting. However, upon application by the Engager, Equity may grant a grace period not to exceed seven (7) days.

(B) Failure to Make Payment

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

(C) Invocation of Arbitration Procedure

However, in the event that the Engager has invoked the arbitration procedure provided for in Article 49:00 Arbitration, the Artist shall not have the right to terminate the Artist's contract but may receive the disputed amount from the security deposited with Equity by the Engager. In this event, the Engager is not required to replenish the security deposit until the completion of the arbitration procedure.

13:05 **Additional Duties**

The Artist will not perform any additional duties that are not specified in the Artist's contract unless such Artist is given the opportunity to negotiate additional compensation therefore which shall be to the Artist's satisfaction, and which shall in no event be less than the amount as specified below per week for each production in which an additional duty is required.

2025-2028	
Additional Duty Fee	\$327.71

This Clause does not apply to any Artist engaged under Article 44:00 VOIS. Additional duty is defined as playing additional parts or doing additional understudying not specified in the Artist's engagement contract at the time of its signing. Notwithstanding the above, should any Artist agree to act as the First Aid Attendant, the Artist shall be compensated at no less than the amount as specified below per week for each week.

2025-2028	
Basic First Aid	\$45.00
Intermediate First Aid	\$60.00
Advanced First Aid	\$75.00

Any additional duties and compensation shall be specified in a rider to be attached to the Artist's engagement contract.

13:06 **Additional Engagement**

(A) **Chorus Singer Contracted to Sing Solo Roles**

The Chorus Singer who is also contracted to sing solo role(s), including "Bit" roles as noted in Appendix A Categorization of Roles, or line(s) of twenty-four (24) bars or more shall be paid no less than the amount specified below per performance.

2025-2028	
24 bars or more	\$327.71

For twenty-three (23) bars or less, including "Chorus Bit" roles as noted in Appendix A Categorization of Roles, the payment shall be no less than the amount specified below per performance. (See Article 45:00 Chorus and Clause 14:06 Chorus Plus.)

2025-2028	
23 bars or less	\$196.63

A Chorus Singer who is also contracted to perform a non-singing role that is in line with the scope of a "Bit" role shall receive the "23 bars or less" amount.

(B) **Subsequent Engagement**

Where the Engager offers the Artist engaged for a production or productions a subsequent engagement which requires the Artist to rehearse for the subsequent engagement while performing or rehearsing in the first production(s), the Artist must be given the opportunity to negotiate compensation for such a subsequent engagement to the Artist's satisfaction which compensation shall be in no event less than the amount specified below per week in addition to the Artist's weekly contractual fee while the Artist continues to rehearse or perform in the first production(s).

2025-2028	
Subsequent Engagement	\$327.71

All such arrangements shall be contained in a rider to be attached to the contract. However, this Clause does not apply where an unpaid hiatus occurs between the original and subsequent engagements. Neither does this Clause apply to subsequent engagements at another venue.

(C) Concurrent Engagement Contracts

Where the Artist has been signed to a new and separate engagement contract with the same Engager for a subsequent engagement, then the Artist may be required by the Engager to fulfil both contracts fully as though the two (2) contracts were for two (2) different Engagers, particularly as regards rehearsal hours and Free Days.

13:07 Itemized Deductions and Payments

Fee payments will include a statement setting out the following payments and all deductions, including the following: payment period, date of payment, gross fee, itemization of deductions as directed by Equity (see Clause 2:04 Deductions) payments for additional services, GST or other payments, Equity dues and assessments.

13:08 Term of Agreement

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

13:09 Minimum Fees

(A) Category A Fees

The minimum weekly fees for each classification of Artists for each year of the Agreement shall be as follows:

	2025-2026	2026-2027	2027-2028
Performer	\$1,456.28	\$1,499.97	\$1,552.47
Production Stage Manager	\$2,090.47	\$2,153.18	\$2,228.55
Stage Manager	\$2,013.82	\$2,074.23	\$2,146.83
Choreographer	\$2,091.71	\$2,154.46	\$2,229.87
Assistant Stage Manager	\$1,611.06	\$1,659.39	\$1,717.47
Assistant Stage Director	\$1,584.84	\$1,632.38	\$1,689.52
Assistant Choreographer	\$1,584.84	\$1,632.38	\$1,689.52
Dance Rehearsal Director	\$1,584.84	\$1,632.38	\$1,689.52
Stage Director (per production)	\$15,245.21	\$15,702.57	\$16,252.16
Fight or Intimacy Director (hourly)	\$157.01	\$161.72	\$167.38
Fight or Intimacy Director (daily)	\$706.54	\$727.74	\$753.21
Fight or Intimacy Director (weekly)	\$3,532.69	\$3,638.67	\$3,766.02

(B) Category B Fees

Category B Fees may apply providing the following conditions are met:

- (i) There are no fewer than three (3) Category A productions in any given Season
- (ii) The venue capacity does not exceed thirteen hundred (1,300) seats
- (iii) The per performance box office potential does not exceed one hundred and sixty-four thousand, two hundred and fifty dollars (\$164,250.00), exclusive of service charges and taxes. Confirmation of the per performance box office potential shall be filed with Equity prior to issuing contracts to Artists engaged at Category B Fees.

The minimum weekly fees for each classification of Artists for each year of the Agreement shall be as follows:

	2025-2026	2026-2027	2027-2028
Performer	\$1,310.65	\$1,349.97	\$1,397.22
Production Stage Manager	\$1,881.43	\$1,937.87	\$2,005.70
Stage Manager	\$1,812.44	\$1,866.81	\$1,932.15
Choreographer	\$1,882.55	\$1,939.03	\$2,006.89
Assistant Stage Manager	\$1,449.95	\$1,493.45	\$1,545.72
Assistant Stage Director	\$1,426.37	\$1,469.16	\$1,520.58
Assistant Choreographer	\$1,426.37	\$1,469.16	\$1,520.58
Dance Rehearsal Director	\$1,426.37	\$1,469.16	\$1,520.58
Stage Director (per production)	\$13,720.72	\$14,132.34	\$14,626.97
Fight or Intimacy Director (hourly)	\$141.31	\$145.55	\$150.64
Fight or Intimacy Director (daily)	\$635.89	\$654.97	\$677.89
Fight or Intimacy Director (weekly)	\$3,179.42	\$3,274.81	\$3,389.43

(C) Category C Fees

Category C Fees may apply providing the following conditions are met:

- (i) There are no fewer than three (3) Category A productions in any given Season
- (ii) The venue capacity does not exceed five hundred (500) seats
- (iii) The per performance box office potential does not exceed forty-nine thousand, two hundred and seventy-five dollars (\$49,275.00), exclusive of service charges and taxes. Confirmation of the per performance box office potential shall be filed with Equity prior to issuing contracts to Artists engaged at Category C Fees.

The minimum weekly fees for each classification of Artists for each year of the Agreement shall be as follows:

	2025-2026	2026-2027	2027-2028
Performer	\$1,179.58	\$1,214.96	\$1,257.49
Production Stage Manager	\$1,693.29	\$1,744.09	\$1,805.13
Stage Manager	\$1,631.19	\$1,680.12	\$1,738.93
Choreographer	\$1,694.30	\$1,745.13	\$1,806.21
Assistant Stage Manager	\$1,304.95	\$1,344.10	\$1,391.14
Assistant Stage Director	\$1,283.73	\$1,322.24	\$1,368.52
Assistant Choreographer	\$1,283.73	\$1,322.24	\$1,368.52
Dance Rehearsal Director	\$1,283.73	\$1,322.24	\$1,368.52
Stage Director (per production)	\$12,348.64	\$12,719.10	\$13,164.27
Fight or Intimacy Director (hourly)	\$127.17	\$130.99	\$135.57
Fight or Intimacy Director (daily)	\$572.30	\$589.47	\$610.10
Fight or Intimacy Director (weekly)	\$2,861.97	\$2,947.83	\$3,051.00

(D) VOIS Touring Ensemble

The following rates apply to Artists engaged under Article 44:00 VOIS for the Opera In Schools Touring Ensemble:

	2025-2026	2026-2027	2027-2028
Performer	\$1,270.85	\$1,308.98	\$1,354.79
Stage Manager	\$1,757.91	\$1,810.65	\$1,874.02
Stage Director	\$2,101.59	\$2,164.64	\$2,240.40
Choreographer	\$1,824.68	\$1,879.42	\$1,945.20

(E) Additional Services

The additional services rates per quarter hour for the period July 1, 2025, to June 30, 2028, shall be as specified below:

	Rate 1	Rate 2
2025-2026	\$17.71	\$25.50
2026-2027	\$18.24	\$26.27
2027-2028	\$18.88	\$27.19

Rate 1 applies to excess hours, meal break infringement, and span of day infringement.

Rate 2 applies to overnight rest infringement, free day invasion and early call.

It is understood that in all cases where an Artist is to invoice the Engager for Additional Services, that payment applies under each and every infraction.

13:10 Outside Point of Origin (Touring) Rates

If the Engager provides single lodging satisfactory to the Artist, the overnight per diem will be adjusted and meal allowances only will be paid to the Artist.

(A) Overnight Per Diem

- (i) Whenever the Artist is required to travel outside the point of origin, the Artist's fee shall be augmented by a daily expense allowance (per diem) as specified below:

2025-2028	
2025-2026	\$173.04
2026-2027	\$178.23
2027-2028	\$184.47

- (ii) When the Artist is returned to the Point of Origin from an overnight tour, the Artist shall receive an expense allowance as specified below:

	2025-2026	2026-2027	2027-2028
Return before 12:00 noon	\$18.36	\$18.91	\$19.57
Return prior to 5:00 p.m.	\$45.89	\$47.26	\$48.92
Return after 5:00 p.m.	\$86.28	\$88.86	\$91.97

(B) Local Touring Per Diem

- (i) When leaving and returning to the Point of Origin on the same day (Run-Out) and where no lodging is required, the Artist will receive:

- (a) the breakfast allowance if the Artist's departure is prior to 9:00 a.m.
- (b) the lunch allowance if the Artist's departure is prior to 12:00 noon; the lunch allowance if the Artist returns to the Point of Origin after 1:00 p.m.
- (c) the dinner allowance if the Artist's departure is prior to 5:00 p.m.; the dinner allowance if the Artist returns to the Point of Origin after 5:00 p.m.

Where more than one of the above applies each shall be paid.

- (ii) The expense allowances specified in Clause 13:10(B)(i) Local Touring Per Diem are as follows:

	2025-2026	2026-2027	2027-2028
Breakfast	\$18.36	\$18.91	\$19.57
Lunch	\$27.54	\$28.37	\$29.36
Dinner	\$40.39	\$41.60	\$43.06

13:11 Engagement Bonus

In addition to the negotiated contractual fee, Artists who are Canadian citizens or Permanent Residents and whose contractual fee exceeds the following amounts per week shall receive an Engagement Bonus according to the following schedule. The Engagement Bonus shall not be pro-rated.

2025-2028	
Engagement Bonus Threshold	\$2,809.82
Engagement Bonus	\$286.79

13:12 Partial Week of Engagement

An Artist engaged for a partial week of engagement shall be paid an additional nineteen dollars and sixty-six cents (\$19.66) for each partial week. This shall apply to engagements pursuant to Clauses 13:03 Engagement of Less than a Full Engagement Week, 45:03 Staging and Non-Staging Rehearsals, 45:04 Performances, 45:05 Off-Stage Performances, 47:02 Minimum Fees-Concert and 47:05 Casual Presentations Policy. Artists engaged pursuant to Clause 45:03(A) 14 Days Prior to Opening shall receive three (3) such payments, and pursuant to Clauses 45:03(B) 26 Days Prior to Opening and 45:03(C) 33 Days Prior to Opening shall receive four (4) such payments. This payment is not made in any week where the Engagement Bonus (See Clause 13:11 Engagement Bonus) is paid.

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

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

13:14 Production Checklist

Not less than two (2) weeks prior to the first date of engagement for each Category A, B or C production, the Engager shall email the Business Representative at Equity with a list of all Equity Artists contracted for the production, each Artist's contractual fee and the dates of engagement.

13:15 Remittances

The Engager will remit to Equity those amounts deducted from the Artists' fees in accordance with Clause 2:04 Deductions as directed by Equity, for the provision of benefits by Equity to its members. For all non-Category A, B or C productions the Engager will be invoiced for such remittances on a monthly basis and payment is due on the last day of each following month.

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

For each Category A production, a ten thousand dollar (\$10,000.00) pre-payment of anticipated remittances to Equity will be deposited with Equity prior to the beginning of rehearsals, and the amount of security as required in Clause 25:02 Maintenance of Satisfactory Security shall be reduced accordingly.

All remittances will be made within two (2) weeks of the close of each Category A, B or C production. (See also Clauses 2:04 Deductions and 25:02 Maintenance of Satisfactory Security.)

Notwithstanding the above, and in addition to the remittances as required above, the Engager shall remit to Equity those amounts deducted from the Artists' fees from January 1 of any year to the end of the second full week of February of any year and remit same to Equity to be received no later than February 21 of that year.

13:16 Complimentary Tickets

(A) Final Dress Rehearsal

The Engager shall provide each Artist with two (2) complimentary tickets to the Final Dress Rehearsal of each production for which the Artist is engaged.

(B) Discounted Tickets

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

The Engager shall advise the Artists of their complimentary ticket allocations and the Engager's procedures to obtain the complimentary and discounted tickets. See also Clause 7:01 Donation to the Actors' Fund of Canada (The AFC) of Proceeds from the Final Dress Rehearsal.

14:00 ARTISTS' CATEGORIES

14:01 Actor

The term "Actor" shall refer to and include any performing artist engaged on a VOA engagement contract in a non-singing role (i.e. Acrobat, Narrator, Dancer, etc.). The applicable minimum weekly fee is the Performer fee.

14:02 Artist

The term "Artist" shall refer to and include all persons who are members of Equity, other professionally affiliated persons such as UDA or ACTRA/UBCP members, or other persons who are signed to a VOA engagement contract under the provisions of this Agreement.

14:03 Assistant Stage Manager

The "Assistant Stage Manager" will assist the Stage Manager and is responsible for the duties outlined in Article 40:00 Stage Management.

14:04 Children

(A) Engagement as an Equity Member

A child seventeen (17) years of age and under shall be engaged as an Equity member when performing Lead, Featured and Supporting roles as determined in accordance with Appendix A Categorization of Roles. A child engaged as a member of Equity and signed to a Vancouver Opera Agreement engagement contract, shall be subject to the full terms and conditions of the Vancouver Opera Agreement, including minimum fees, except as amended herein.

(i) Additional Hours

A child may not work in any circumstances where additional services payments in accordance with Clause 13:09(E) Additional Services would apply.

(ii) Scheduling Parameters

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

(iii) Touring

A child may not be engaged to tour without the express written consent of Equity.

(iv) Minimum Fee

If the child is engaged for not more than three (3) performances in a week and not more than fifteen (15) hours of rehearsal per week, the minimum fee for the engagement shall be fifty percent (50%) of the Performer minimum fee.

(B) Engagement Without Reference to an Equity Contract

A child seventeen (17) years of age and under who is not a member of a professional performing artists' association or union may be engaged in the following manner without reference to an Equity contract:

(i) As extras in accordance with the provisions governing extras as stipulated above;

(ii) As participants in a children's chorus as required by the score;

(iii) To perform a Bit or Chorus Bit role as dictated by the score; or

(iv) As participants in dance sequences

The children specified in (i), (ii), (iii) and (iv) will sign a non-professional affidavit form, to be filed with Equity.

(C) Supervision

Any child participating in Vancouver Opera activities will be supervised at all times by authorized personnel in accordance with British Columbia Laws and Regulations and Vancouver Opera's Child Safety Policy and Procedures. In accordance with Vancouver Opera's Child Safety Policy all Stage Managers and Assistant Stage Managers contracted for more than one (1) production period in a Season (July 1 - June 30) must complete a Criminal Record Check prior to the beginning of the engagement.

(D) Ratios

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

(E) Travel

A child shall not travel unaccompanied from the workplace. If the child does not appear in the last act or section of the performance, then the child may be released to a parent or person authorized to receive the child. A child over the age of fourteen (14) may be able to travel independently with explicit written permission from a parent or guardian, obtained at the time of orientation.

(F) Between Rehearsal and Performance Calls

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

- (G) **Training**
The Child Supervisor shall be adequately trained by the Engager, including but not limited to, instruction on Fire Drill procedures, backstage etiquette, the backstage traffic and orientation of the production, facilities available for children, emergency response, who to contact and how to reach them. If an Artist is required to conduct this training, they shall invoice for additional services at the appropriate rate in accordance with Clause 13:09(E) Additional Services for such time.
- (H) **Consistency**
The Engager shall use its best efforts to engage consistent Child Supervisors for the production.
- (I) **Indemnification**
The Artists in the production shall be indemnified by the Engager, and saved harmless from, any liability in respect of interaction with a child.
- (J) **Dressing Rooms**
The Engager will provide gendered and/or non-gendered dressing rooms appropriate to the needs of the Artist(s) and which shall be separate from the dressing rooms provided for the adults (See also Clause 20:01 Dressing Rooms).
- (K) **Note from School**
Prior to the engagement of a child, the Engager shall require that the child's school provide written acknowledgement of the child's commitment to the Engager and confirmation that suitable arrangements will be put in place to address the academic needs of the child. A copy of this note shall be provided to Equity upon request.
- (L) **Individual Records**
The Engager shall ensure that a record is kept for each child, and the record must be available to the Child Supervisor at all times. The record must include the following particulars:
- (i) the name, address, and home telephone number of the child;
 - (ii) the name, address, and both home and business telephone numbers of the child's parents or legal guardian;
 - (iii) the name, address, and both home and business telephone numbers of any other person nominated by the child's parents or legal guardian as being a person responsible for the child in the event of the parents being unavailable;
 - (iv) the child's date of birth;
 - (v) the name, office, and emergency contact telephone number of the child's Doctor; and
 - (vi) any medical information which may be relevant to the Child Supervisor or the Engager in protecting the child's health such as allergies.
- (M) **Punishment Prohibited**
The Engager shall ensure that no child is subjected to any form of corporal punishment, social isolation, immobilization, or any behaviour likely to humiliate or frighten the child.
- (N) **Notification of Accidents**
In the event of a child becoming ill or being injured, the Engager must ensure that at least one of the child's parents (or legal guardian if applicable) is immediately notified of the situation.
- (O) **Parental Contact**
The Engager shall at all times ensure that each child is able to make contact with his or her parents or with some other person responsible for the child and must facilitate the making of any such contact whenever the child so requests or whenever it is otherwise appropriate to do so in the interests of the child.

14:05 Chorister

A "Chorister" is an Artist who sings as a part of a group whose role is essentially that of a member of a group and does not sing a solo line.

14:06 Chorus Plus

A Chorister who is engaged to sing solo role(s) or line(s) (bit and/or chorus bit) in accordance with Clause 13:06(A) Chorus Singer Contracted to Sing Solo Roles.

14:07 Comprimarios

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

14:08 Cover/Remote Cover

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

The Engager may also engage an Artist as a Remote Cover. A Remote Cover will not be required to travel to the Engager's point of origin for rehearsals but will participate in rehearsals remotely (online). A Remote Cover will be signed to a VOA Engagement Contract for the rehearsal period.

It is understood that should the Remote Cover be required to perform, the Artist will travel to the Engager's point of origin and the Artist's engagement will be extended to provide for the performance period. The Engager will provide the Artist with return transportation from their place of residence to Vancouver and with lodging in the point of origin. Details of the extension of the engagement beyond the rehearsal period originally contracted and additional compensation will be detailed in a rider to the Artist's VOA Engagement Contract.

14:09 Dance Captain

(A) Duties

A "Dance Captain" is an Artist engaged in a performing capacity who may be made responsible for the following duties: clean-up rehearsals for dancers, notes for dancers, consultation on casting of replacement dancers, blocking changes relevant to dance while on tour or in an emergency, the calling of dance rehearsals in consultation with the Stage Manager, and generally being of assistance to the Choreographer.

(B) Designate

A Dance Captain is not required, but, where the Engager decides to designate an Artist as such, the Engager may:

- (i) engage an Artist as Dance Captain, provided such duties are negotiated and attached as a rider to the original engagement contract;
- (ii) contract an Artist as Dance Captain during the rehearsal period, provided such duties are negotiated and attached as a rider to the contract. A Dance Captain shall be free to negotiate remuneration above the minimums in Clause 13:09 Minimum Fees as appropriate to the work required and acceptable to the Artist, which shall not be less than fifty percent (50%) of the additional duties rate as provided for in Clause 13:05 Additional Duties;
- (iii) a Dance Captain shall work in consultation and cooperation with the Stage Manager and shall not usurp or override the Stage Manager's authority.

14:10 Dance Rehearsal Director

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

14:11 Directors and Assistant Directors

The terms "Director" and "Assistant Director" shall refer to all members engaged for the purpose of directing and assisting in the directing of a production.

14:12 Fight Captain

A "Fight Captain" is an Artist engaged for the duration of the production to monitor stage fights for the duration of the production.

If, in accordance with Article 39:00 Stage Directors, Choreographers, Fight Directors and Intimacy Directors, the Engager engages a Fight Director, and if that person is not engaged for the duration of the production, the Engager shall, in consultation with the Fight Director, assign a Fight Captain to monitor the stage fighting for the duration of the production. If the Assistant or Associate Director is appropriately trained, they may be designated the Fight Captain. Being appropriately trained in this instance is defined as follows:

A Fight Captain shall be trained in the specific fight blocking by the Fight Director and shall monitor that blocking to ensure its consistency over time. See also Clause 39:11(K) Fight Captain.

14:13 Intimacy Captain

An "Intimacy Captain" is an Artist engaged for the duration of the production to monitor onstage intimacy. If, in accordance with Article 39:00 Stage Directors, Choreographers, Fight Directors and Intimacy Directors, the Engager engages an Intimacy Director, and if that person is not engaged for the duration of the production, the Engager shall, in consultation with the Intimacy Director, assign an Intimacy Captain to monitor the onstage intimacy for the duration of the production. If the Assistant or Associate Director is appropriately trained, they may be designated the Intimacy Captain. Being appropriately trained in this instance is defined as follows:

An Intimacy Captain shall be trained in the specific intimacy blocking by the Intimacy Director and shall monitor that blocking to ensure its consistency over time. See also Clause 39:12(K) Intimacy Captain.

14:14 Non-Professionals

For the purpose of this Agreement a non-professional is defined as a person who is not a member of Equity or any other professional performing artists' association or union.

14:15 Production Stage Manager

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

14:16 Stage Manager

The "Stage Manager" will fulfill the duties as outlined in Article 40:00 Stage Management.

14:17 Supernumeraries

The function of a "Supernumerary" is to provide atmosphere and/or background requiring no special theatrical skill or training. The use of Supernumeraries is not intended to replace or reduce opportunities for Artists who are already engaged or may be engaged for a production, and the business assigned to Supernumeraries shall not exceed the scope of the assignment of any Artist engaged on a VOA engagement contract.

Supernumeraries may not sing, speak, or participate in fight sequences. Supernumeraries may perform in limited dance sequences requiring no previous theatrical experience or formal dance training. Such dance sequences may not involve complex steps, choreography, or movement requiring more than a minimal amount of rehearsal. It is understood that any dance sequence involving supernumeraries is intended to be atmosphere or background activity only and not the main focus of a scene.

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.

14:18 Understudy

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

15:00 DEFINITIONS

15:01 Dress Rehearsal

(A) Definition

(i) Dress Rehearsal

A "Dress Rehearsal" is defined as a rehearsal for which the Artist is required to appear in full costume and make-up with orchestra and where the intent is to perform the work in its entirety.

(ii) Final Dress Rehearsal

A "Final Dress Rehearsal" is defined as the last Dress Rehearsal prior to the first performance.

Where an audience is present at a Final Dress it shall be considered to be a performance and the day shall be a performance day unless special arrangements are made in advance between the Engager and Equity. For greater certainty, there may be an audience at a Final Dress Rehearsal, but not a Dress Rehearsal.

The limitation of three (3) hours of consecutive rehearsal contained in Clause 16:07 Rehearsal Hours for Performing Artists shall not apply to Final Dress Rehearsals, whether or not an audience is present.

(B) Double Casting

Where there are two (2) Dress Rehearsals, and some double casting, each double-cast Artist shall be entitled to at least one (1) Dress Rehearsal.

An Orchestra Technical Rehearsal that includes full costumes, and with or without hair and make-up, can be considered a Dress Rehearsal for one cast, should a production be double-cast.

(C) Additional Services

If the Final Dress Rehearsal continues beyond 11:30 p.m. the Artist shall invoice the Engager for additional services at Rate 1 of Clause 13:09(E) Additional Services.

15:02 Engagement Week

An engagement week shall be defined as being from Monday through Sunday inclusive.

15:03 Emergency Rehearsal

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

15:04 Extraordinary Risk

(A) Agreement to Perform

Some roles in the operatic repertoire include extraordinary risk as defined in Clause 15:04(B) Definition (e.g. Don Giovanni must fence). When the Artist agrees to perform such a role, an extraordinary risk rider will be attached to the contract. The rider must specifically describe the nature and elements of the extraordinary risk to be performed by each individual Artist, and any steps taken to mitigate the risk. The rider must be signed and dated by both parties and a copy filed with Equity. The provision of a duly executed Extraordinary Risk Rider may also provide additional coverage for Equity members under Equity's insurance for injuries which occurred due to the Extraordinary Risk(s) agreed in the rider.

If, in the course of rehearsals, an Artist is required to perform an extraordinary risk which is not part of the normal performance of the role, the Artist will not be required to perform said risk unless the risk is stipulated in a rider to the contract.

(B) Definition

Extraordinary risks are defined as the performance of acrobatic feats; suspension from trapezes, wires, or like contrivances; moving or flying set pieces that may pose a hazard, the use of, or exposure to, weapons, fire, dangerous chemicals, or pyrotechnical devices; stage fighting, the taking of dangerous leaps, falls, throws, catches, knee drops, or slides; the handling of unusual live animals (including birds, fish, reptiles); working at heights in excess of four (4) feet, work on a rake where the incline is greater than one (1) inch in twelve (12) inches. Prior to the construction of any raked stage where the rake will be greater than one (1) inch per twelve (12) inches, the Engager shall promptly notify Equity of such plans and provide such information as Equity may reasonably request. When the Engager is utilizing a set from a prior production, said notice may not be possible and the Engager agrees to notify Equity as soon as a determination is made that such set will be utilized. Within the sphere of dance, the execution of choreography or staging which departs from those accepted techniques of movement and support used in contemporary theatre, dance (classical ballet, modern, jazz or ethnic dance) is also defined as an extraordinary risk.

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

(C) Determination

The determination as to what constitutes extraordinary risk shall be made by Equity in consultation with the Engager, the Stage Manager, and the Equity Liaison. The Stage Manager must advise the Engager and Equity of any extraordinary risks which are contemplated for incorporation into the production.

(D) Responsibility of Engager

The Engager accepts responsibility for the safety of the Artists in the training and execution of extraordinary risks. The Engager has the right to engage qualified individuals for the purpose of instructing the Artist in the performance of extraordinary risks.

15:05 Final Dress Rehearsals with Audiences Present

(A) Deemed Performance

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

(B) Audience Present

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

- (i) at least thirty-six (36) hours prior to the Final Dress Rehearsal the Artist is notified by means of a published schedule with an audience noted or written notice posted on the call board that such an audience will be present; and
- (ii) an announcement is made to the audience that they are attending a rehearsal.

15:06 Free Days and Holidays

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

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

In the Point of Origin, the period of time shall commence no later than 11:59 p.m. and end no earlier than 9:00 a.m. two (2) days later.

Outside the Point of Origin, the period of time shall begin no later than midnight and end no earlier than 8:00 a.m. two (2) days later. Where the Engager wishes the company to travel on its designated Free Day, it may do so provided that the following day is designated as a Free Day. Notwithstanding the above, the day immediately following the day on which the Artist returns to the Point of Origin from a tour of twenty-eight (28) days or more shall be a Free Day in addition to the Free Days provided for herein.

During Christmas week, there shall be two (2) Free Days, one (1) of which shall be Christmas Day.

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

The Engager may schedule performances but no rehearsals on Victoria Day, Canada Day and the first Monday in August. On Good Friday, the Artists will not be required to rehearse prior to 6:00 p.m.

The National Day for Truth and Reconciliation shall be a free day, in addition to the regularly required free day in that week.

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

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

15:07 Half-hour Call

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

Notes may not be given to the Artist during the half-hour call or any intermission except by Stage Management where the note concerns health or safety. In no case shall an Artist be required to change location (i.e. move to the rehearsal hall or any other space) to receive notes during the half-hour call.

In a production where the chorus is required by the score to be on stage prior to the first intermission, the chorister except those contracted in accordance with Clause 13:06(A), may be called to rehearse excerpts from the performance to a maximum of one (1) call not to exceed fifteen (15) minutes for safety or artistic reasons (known as the "chorus music warm-up") without additional payment. The call shall begin no earlier than forty-five (45) minutes prior to curtain (See Clause 15:18(C) Chorus). For any other additional time required by the Engager, the Artist shall invoice the Engager for additional services at Rate 1 of Clause 13:09(E) Additional Services. It is agreed that this provision will not be utilized when the half-hour is extended to sixty (60) minutes in accordance with Clause 18:09 Half-hour Call.

15:08 Onstage Intimacy

Onstage Intimacy is defined as staging that requires one (1) or more Artists to engage in scenes with intimate physical contact. Intimate contact includes, but is not limited to: groping, simulated sex, simulated rape, prolonged kissing, prolonged embrace, demonstrations of affection, demonstrations of sexual violence, etc. Onstage Intimacy may also extend to physical contact between a minor and an adult (which must be determined in consultation with the parent/legal guardian), and instances or direction where a Performer feels that additional consideration is required.

15:09 Overnight Rest

The "Overnight Rest" period shall mean a period of time between the end of one day's work and the beginning of the next day's work in which the Artist shall not be required to perform any service.

The overnight rest period may not be less than twelve (12) hours for performing Artists and eleven (11) hours for Stage Management personnel, except as provided for in Clause 40:05(A) Overnight Rest.

15:10 Performance Day

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

15:11 Place of Residence

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

15:12 Point of Origin

(A) Category A, B or C Productions

The "Point of Origin" shall be the city of Vancouver and shall encompass a radius of eighty (80) kilometres from City Hall with the limiting boundaries of the Canada/U.S. border to the south; Gulf Islands and Vancouver Island to the west; and Lions Bay to the north. The Point of Origin shall be designated on the face of the contract. While rehearsing and/or performing at the Point of Origin, in-town conditions shall apply. While rehearsing and/or performing in any other location, other than run-outs, touring conditions shall apply.

(B) VOIS

For the purposes of Article 44:00 VOIS, the Point of Origin shall encompass a radius of one hundred (100) kilometres from City Hall with the limiting boundaries of the Canada/U.S. border to the south; Gulf Islands and Vancouver Island to the west; and Lions Bay to the north.

15:13 Presentations

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

15:14 Rehearsal

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

15:15 Rehearsal Day

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

15:16 Run-Through Rehearsal

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

15:17 Season

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

15:18 Stage Fighting

(A) Definition

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

(B) Rider

The Artists shall agree in a rider to participate in stage fighting in accordance with Clause 15:04 Extraordinary Risk. All Artists who participate in a stage fight shall run through the routine before each performance. Any variation in the schedule shall be at the discretion of the Fight Director.

(C) Chorus

Choristers involved in stage fighting may be called prior to the chorus music warm-up (See Clause 15:07 Half-hour Call) to rehearse the fight sequences on stage. Nevertheless, the Artist shall not be called more than one (1) hour prior to curtain, failing which the Artist shall invoice the Engager for additional services at Rate 1 of Clause 13:09(E) Additional Services.

15:19 Touring

Whenever the Artist is required by the Engager to be outside the point of origin where the production was rehearsed (as defined in Clause 15:12(A) Point of Origin, Category A, B or C Productions) for greater than a ten (10) hour period in a given day then the touring per diem shall apply. Periods of less than ten (10) hours will be considered Run-Outs as defined in Clause 41:01 Definition of Run-Out Tour.

16:00 REHEARSALS

16:01 Commencement

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

16:02 Preparation for

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

The amount of chorus music preparation time shall be sufficient for the Chorus to learn and rehearse the music prior to the first staging rehearsal. Provided that the Artist receives the score and the divisi at least six (6) weeks prior to the first music rehearsal, the Artist will be sufficiently familiar with the score to make the first music rehearsal productive. It is understood and agreed that some portion of the divisi may change for artistic reasons at the discretion of the Engager.

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

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

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

In the event that the Artist is inadequately prepared to rehearse and/or perform by reason of not knowing the text and music by memory of the role for which the Artist is engaged, the Engager may schedule special coaching outside the rehearsal hours at the Artist's expense. Should the Artist remain inadequately prepared to rehearse and/or perform, after receiving coaching, the Engager may terminate the Artist's contract subject to the terms of Article 34:00 Termination.

16:03 Rest Periods

(A) During Rehearsal

There shall be a minimum of five (5) minutes of rest for each hour of rehearsal. No individual rest period shall be shorter than ten (10) minutes. A rest period of at least ten (10) minutes must be provided after no more than two (2) consecutive hours of rehearsal. Longer breaks (e.g., fifteen (15) minutes) may be scheduled, provided the total rest time is equivalent to at least five (5) minutes per hour and breaks are no more than two (2) hours apart. In the case of onstage rehearsals (See Clause 16:08 Rehearsals on Stage) of four and a half (4 ½) hours only, breaks shall be no more than two (2) hours and fifteen (15) minutes apart.

For a rehearsal of two (2) hours or less, the required ten (10) minute rest break shall take place within the two (2) hours.

(B) Overnight Rest

During the rehearsal period there must be twelve (12) hours clear between the end of one (1) day's rehearsal and the call to work on the next day, except Stage Management (see Clause 40:05(A) Overnight Rest). Should the Artist provide additional services during this period at the request of the Engager, the Artist shall invoice the Engager at Rate 2 of Clause 13:09(E) Additional Services.

16:04 Posting of Calls, Performance Schedules and Casting

The rehearsal call for the next day must be posted before the end of the rehearsal day, or when the company is also performing, before the half-hour call.

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

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

16:05 Rehearsals on a Free Day

For any rehearsal called on a scheduled Free Day or Free Days or days free of rehearsal as provided for in Clause 15:06 Free Days and Holidays, the Artist shall invoice the Engager for additional services at Rate 2 of Clause 13:09(E) Additional Services and the minimum call shall be three (3) hours whether or not the full three (3) hours are used.

At least twenty-four (24) hours' notice must be given for any calls on a Free Day.

16:06 Additional Calls

During regular rehearsals the Engager will endeavour to inform the Artist at least fifteen (15) minutes before additional rehearsals are due to begin. The Artist may not be required to rehearse more than three (3) hours of additional rehearsal in any one (1) day. If the Artist rehearses in excess of three (3) hours of additional rehearsal, the Artist shall invoice the Engager at double the additional services Rate 1 of Clause 13:09(E) Additional Services per hour or portion thereof, except emergency rehearsals. There is no compensation for emergency rehearsals except as provided for in Clause 16:12 Emergency Rehearsal.

16:07 Rehearsal Hours for Performing Artists

(Also see Articles 45:00 Chorus and 46:00 Dancers.)

(A) Opera

- (i) Performing Artists engaged for an opera may be required to rehearse up to six (6) hours out of a span of twelve (12) hours per day in not more than two (2) calls of up to three (3) hours each to a maximum of thirty (30) hours per engagement week. On one (1) day per engagement week, a performing Artist may rehearse no more than three (3) calls of up to two (2) hours each.
- (ii) A performing Artist whose contractual fee exceeds the amount as specified below per week may be required to rehearse up to six (6) hours out of a span of twelve (12) hours per day in not more than two (2) calls of up to three (3) hours each up to a maximum of thirty-six (36) hours per engagement week. On one (1) day per engagement week, a performing Artist may rehearse no more than three (3) calls of up to two (2) hours each.

2025-2028	
Increased Hours if Weekly Fee Exceeds	\$4,277.07

(B) Operetta

- (i) Performing Artists engaged for an operetta may be required to rehearse up to six (6) hours out of a span of ten (10) hours per day in not more than two (2) calls of up to three (3) hours each to a maximum of thirty-six (36) hours per engagement week. On one (1) day per engagement week, a performing Artist may rehearse no more than three (3) calls of up to two (2) hours each.
- (ii) Dancers engaged for an operetta may be required to rehearse up to five (5) hours out of a span of twelve (12) hours per day in not more than two (2) calls when rehearsing with the choreographer and six (6) hours out of a span of twelve (12) hours per day in not more than two (2) calls of up to three (3) hours each when rehearsing with the company, up to a maximum of thirty-six (36) hours per engagement week. On one (1) day per engagement week, a performing Artist may rehearse no more than three (3) calls of up to two (2) hours each.

(C) Opera and Operetta Rehearsals

Performing Artists concurrently engaged for both opera and operetta or musical theatre will be limited to a maximum of six (6) hours of rehearsal out of a span of twelve (12) hours per day in not more than two (2) calls of up to three (3) hours each to a maximum of thirty (30) hours per week, when called for both opera and operetta or musical theatre rehearsals on the same day. On one (1) day per engagement week, a performing Artist may rehearse no more than three (3) calls of up to two (2) hours each.

For the rehearsals as outlined in (A), (B) or (C) above, there may be two (2) days in the rehearsal hall, in which the Artist(s) may be required for a call of four (4) consecutive hours provided it is the only call in the day.

(D) Musical Theatre

Performing Artists engaged exclusively for a musical theatre work may be required to rehearse (prior to the first public performance) seven (7) hours out of a span of eight-and-a-half (8 1/2) hours per day, with a meal break of at least one-and-a-half (1 1/2) hours after no more than four (4) hours of rehearsal. During the last ten (10) days prior to the first public performance there may be four (4) days of eight (8) hours rehearsal out of a span of twelve (12) hours, with a meal break of at least one-and-a-half (1 1/2) hours after no more than four (4) hours of rehearsal. On one of these four (4) days there may

be one (1) day on which the Artist may be required to rehearse in one (1) continuous call of up to five (5) hours, beginning no earlier than 11:00am.

During the first fourteen (14) days after the first public performance, there may be seven (7) days on which the Artist may be required to rehearse in one (1) continuous call of five (5) hours, beginning no earlier than 11:00 a.m. However, no rehearsal may take place on a two (2) performance day. Following this fourteen (14) day period, there may be one (1) four (4) hour rehearsal call per engagement week, which may take place on a two (2) performance day, or on the day following the free day.

The rehearsal provisions in this Clause are contingent upon the Engager providing at least three (3) weeks of rehearsal prior to opening.

When contracting an Artist for Musical Theatre, the Engager agrees to inform the Artist of the rehearsal hours governing the engagement by means of a rider to the Artist's individual engagement contract.

(E) Classification of Work

All works shall be assumed to be an opera, unless Equity and the Engager mutually agree on the classification of a production as an operetta or a musical theatre piece.

16:08 Rehearsals On Stage

(A) Half-hour Call

For rehearsals in costume, there must be a minimum half-hour call, which shall be considered part of the rehearsal time.

(B) In Theatre Rehearsals Ten Days Prior to Opening

In the ten (10) days prior to the day of opening night, the following rehearsals may be called:

(i) Option 1: Two (2) Piano Technical Rehearsals

There may be:

(a) Piano Technical Rehearsals

Two (2) piano technical rehearsals of up to four-and-a-half (4-1/2) hours each, inclusive of the half-hour call; and

(b) Two Orchestra Technical Rehearsals

Two (2) four (4) hour orchestra technical rehearsals inclusive of the half-hour call, with a maximum of one (1) such call per day. Performing Artists may not be required for any other calls on such a day, except in the case of 16:08(D) Technical Safety/Technical Elements Rehearsal.

(ii) Option 2: One (1) Piano Technical Rehearsal

There may be:

(a) Piano Technical Rehearsal

One five-and-a-half (5-1/2) hour piano technical rehearsal, inclusive of the half-hour call.

There will be no other call for the performing Artists on a day with a scheduled five-and-a-half (5-1/2) hour piano technical rehearsal, except in the case of 16:08(D) Technical Safety/Technical Elements Rehearsal. Should wigs be required, the Engager shall endeavour to include the removal of same within the call time, otherwise the Artist shall invoice the Engager at the appropriate additional services rate of Clause 13:09(E) Additional Services; and

(b) Two Orchestra Technical Rehearsals

Two (2) orchestra technical rehearsals of four (4) or four-and-a-half (4-1/2) hours in length, inclusive of the half-hour call, with a maximum of one (1) such call per day. Performing Artists may not be required for any other calls on such a day, except in the case of 16:08(D) Technical Safety/Technical Elements Rehearsal.

(C) Calls

It is understood that these calls are in addition to the Final Dress Rehearsal as defined in Clause 15:01(A) Definition.

(D) Technical Safety/Technical Elements Rehearsal

Where the staging of an Artist involves flying, pyrotechnics, co-ordination with moving scenery, and/or other similarly extraordinary or technical elements requiring additional rehearsal (i.e. costume quick change, use of microphones, or an unusual technical element), the Artist may be called to rehearse such elements on stage. This call may be in addition to the rehearsal calls stipulated in Clauses 16:08(B)(i) Option 1 and 16:08(B)(ii) Option 2 provided that the Artist is not called for more than six (6) hours of rehearsal in total, and that the Artist has a break of at least one and a half (1-1/2) hours between this technical safety/technical elements rehearsal and any subsequent onstage call.

(E) Final Dress Rehearsals for Soloists

The Engager guarantees that each soloist shall participate in an orchestra Dress Rehearsal. The Engager will use their best efforts to ensure that all technical elements are present at this rehearsal.

16:09 Meal Breaks

There shall be a meal break of at least one (1) hour between all allowable calls, except as provided in 16:08(D) Technical Safety/Technical Elements Rehearsal.

The meal break shall take place after a maximum of four (4) hours, except as provided for in Clauses 16:08 (B)(i)(a) Piano Technical Rehearsals and 16:08(B)(ii)(a) Piano Technical Rehearsals and (b) Two Orchestra Technical Rehearsals.

16:10 Rehearsal on a Performance Day for Opera

(A) Day of First Public Performance

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

(B) Following First Public Performance

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

(C) Solo Bit Role Artist

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

(D) Following an Evening Performance

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

(E) Following a Matinee Performance

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

(F) Two Performance Day

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

(G) Two Performances of Less Than One Hour

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

16:11 Understudy Rehearsals

The total weekly rehearsal time for understudies may not exceed the normal weekly maximum set forth in these Clauses 16:07 Rehearsal Hours for Performing Artists to 16:10 Rehearsal on a Performance Day for Opera and all such rehearsal time must be deducted from the normal rehearsal hours allowed during the week in which the rehearsals take place.

16:12 Emergency Rehearsal

If the required break in accordance with Clause 16:03(B) Overnight Rest is reduced, the Artist shall invoice the Engager for additional services at Rate 1 of Clause 13:09(E) Additional Services.

If the length of the emergency rehearsal exceeds the running time of the opera being rehearsed, except for the replacement Artist, the Artist shall invoice the Engager for additional services at Rate 1 of Clause 13:09(E) Additional Services.

If an emergency rehearsal must be called on a Free Day, then the Artist shall invoice the Engager at Rate 2 of Clause 13:09(E) Additional Services. The minimum call for such emergency rehearsal shall be three (3) hours whether or not the full three (3) hours are used.

16:13 Notes

- (A) Unless otherwise provided for in this Agreement (see Clause 15:07 Half-Hour Call), notes may only be given during the allowable rehearsal hours. However, immediately following the Final Dress Rehearsal the company may be given notes for up to thirty (30) minutes provided that the performing Artists are released prior to 11:30 p.m.
- (B) Notes may also be given by email. Notes given by email shall be sent before 1:00 p.m. on any given rehearsal or performance day. However, in the case of a work taking place under the provisions for Operetta (see Clause 16:07(B) Operetta), this deadline is extended to 3:00 p.m.
Notes sent by email must also be posted in or adjacent to Dressing Rooms no later than two (2) hours before curtain up.

16:14 Minimum Call

The minimum rehearsal call for an Artist shall be not less than two (2) hours.

17:00 COSTUME FITTINGS

(A) During the Engagement Period

The Engager is hereby granted a total number of free hours for costume fittings which cannot exceed the equivalent of two (2) hours for each production per Artist. The Engager shall not require the Artist to perform this duty on the Artist's Free Day or during meal breaks. Travel to and from costume fittings must not infringe on the Artist's Free Day, Meal Breaks or Overnight Rest Periods. The Artist must consider a costume fitting as an official call and must present said Artist's self as required unless said fitting invades the Artist's Meal Break or Overnight Rest Period.

Any additional hours or fractions thereof for costume fittings in excess of those provided for in the preceding paragraph shall be considered rehearsal time. Should the Artist exceed the maximum hours of rehearsal as otherwise provided by this Agreement, the Artist shall invoice the Engager for such additional services at Rate 1 of Clause 13:09(E) Additional Services.

(B) Prior to the Engagement Period

The Artist may, at the request of the Engager, attend a costume fitting at a mutually convenient time prior to the engagement period for which they are contracted, up to a maximum of two (2) hours per production. The Artist shall receive a fitting fee as specified below, per production for this service.

2025-2028	
Fitting Fee	\$136.88

Should the fitting take longer than planned, the Artist shall be released no later than (15) minutes beyond the end of the originally scheduled call time.

The Artist shall invoice the Engager for the additional services at Rate 1 as specified in Clause 13:09(E) Additional Services for any additional hours or fractions thereof spent by the Artist in costume fittings exceeding those provided for above.

18:00 PERFORMANCES

18:01 Performances

(A) Number

The Artist may be required to take part in not more than seven (7) performances for opera or operetta and eight (8) performances for musical theatre in each performance week. For performances exceeding seven (7) performances for opera and operetta and eight (8) performances for musical theatre, the Artists will receive an additional payment of two-sevenths (2/7) of the weekly salary per performance. These performances may be comprised of presentations as defined in Clause 15:13 Presentations.

(B) Per Performance Fee

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

(C) Weekly Fee

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

18:02 Musical Theatre

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

18:03 Artist in Leading Role

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

18:04 Maximum Number of Performances in a Day

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

18:05 Provisions for a Two Performance Day

(A) If Interval Between Performances is Less Than Three Hours

On a two (2) performance day if the interval between performances from final curtain to the half-hour call is less than three (3) hours, the Engager shall arrange for a hot meal in the theatre at the request of the Artist and at the Artist's expense.

(B) If Interval Between Performances is Less Than Two Hours

On a two (2) performance day, if the interval between performances from final curtain to the half-hour call is less than two (2) hours, the Engager shall arrange and pay for a hot meal in the theatre for the Artist.

(C) Minimum Time Allowed Between Performances

In no case shall there be less than one-and-a-half (1 1/2) hours from the final curtain to the half-hour call between the two (2) performances.

(D) Between Rehearsal and Performance

The provisions of (A), (B) and (C) above shall also apply to the break between rehearsal and a following performance.

(E) Performance Less Than One Hour

Nevertheless, the provisions of (A), (B) and (C) above shall not apply to presentations of one (1) hour or less.

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

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

18:07 Performance on a Free Day

There shall be no performance on the Free Day without the written consent of Equity in advance.

18:08 Notification in Changes to Performance Schedule

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

18:09 Half-hour Call

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

Any additional time required by the Engager prior to a Dress Rehearsal or Performance, or where the costume, hair/wig, or make-up are complex enough that an Artist requires additional time in order to be ready for a Dress Rehearsal or Performance shall be part of the regular rehearsal time or the Artist shall invoice the Engager for additional services at Rate 1 of Clause 13:09(E) Additional Services, except where special character or other special make-up is required and a professional make-up artist is provided. In such a case, the Artist may be called sixty (60) minutes prior to curtain time.

18:10 Non-Performance Special Appearances

At the request of the Engager, a non-Principal Artist may agree at their sole discretion to volunteer to participate in pre- or post-show activities that do not involve a performance element, including but not limited to lobby appearances either in or out of costume, Q&A sessions, talk-backs, etc. Such activities must take place during or immediately before or after an existing rehearsal or performance.

Requests must be in writing and issued as a general invitation to all non-Principal Artists. No Artist shall be asked individually to participate.

No Artist is obligated to volunteer for such an appearance.

19:00 COSTUMES, WIGS, SHOES AND MAKE-UP

19:01 Costumes

(A) Supplied by the Engager

The Engager agrees to supply all the Artists with all costumes (including performance tights and hose), wigs, character shoes, and shoes for dancers for all performances and rehearsals, as required by the Engager. All costume elements as specified herein shall be made available to the Artist prior to a Dress Rehearsal as specified in Clause 15:01(A) Definition.

(B) Concert and/or Workshop Engagements

Notwithstanding the provisions of Clause 19:01(A) Supplied by the Engager, the Artist may be required to provide such standard apparel as the Artist may possess for use in concert and/or workshop engagements without additional remuneration provided that the conditions specified in Clause 19:02(A) Rental or Loan and (C) Rider have been fulfilled. In addition, the Engager agrees to reimburse the Artist for the reasonable cleaning costs of the Artist's apparel used in such concerts and/or workshops upon presentation of receipts and to repair or replace such article of apparel if damaged or lost up to the maximum as specified below.

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Maximum	\$2,425.22

Where the Artist provides apparel having a value in excess of the maximum as specified above, there shall be a rider to the Artist's VOA Engagement Contract which clearly states the replacement value of the item. The Engager agrees to reimburse the Artist for loss, damage or repair up to the stated dollar value.

The Engager will provide all details about the desired concert and/or workshop attire to the Artists in writing, no later than thirty (30) days prior to the first rehearsal.

19:02 Rental

(A) Rental or Loan

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

(B) Consent of Engager

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

(C) Rider

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

19:03 Make-Up

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

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

19:04 Body Make-Up

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

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

19:05 Cleaning and Upkeep

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

19:06 Cleaning Schedule

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

19:07 Undergarments

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

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

19:08 Understudies

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

19:09 Kneepads

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

19:10 Hair Style or Colour

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

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

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

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

20:00 SAFE AND SANITARY PLACES OF ENGAGEMENT

The Engager agrees to provide the Artist with safe and sanitary places of engagement.

20:01 Dressing Rooms

The Engager will provide gendered and/or non-gendered dressing rooms appropriate to the needs of the Artist(s), and these rooms will be clean. Toilets and lavatories will be clean and sanitary and will be separate facilities from those provided for the audience. Mirrors shall be provided in all washrooms and/or dressing rooms. Hot and cold running water shall be available in or reasonably convenient to the dressing rooms. The Engager shall endeavour to ensure that the alleys and roads leading to stage doors of the theatre shall be safe, clean and accessible and properly lit.

For non-standard or open-air venues, the Engager will make best efforts to provide dressing room facilities adequate for the needs of the Artist and the production. Mirrors shall be provided, and where plumbed toilet facilities do not exist, portable toilets exclusively for the use of the Artists shall be supplied, along with hand sanitizing stations and/or pump sinks.

20:02 Open Air and Tent Theatres

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

20:03 Air Conditioning, Ventilation, and Air Quality

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

The Engager shall endeavour to ensure that the following conditions shall apply:

(A) Minimum Temperature Achieved

The theatre, rehearsal hall, stage and wings of the stage, dressing rooms, in fact any space where the Artists are required to rehearse or perform shall have reached the minimum temperature specified below, before the Artists arrive at the theatre to rehearse or perform. It is recognized that the amount of time needed between the turning on of the heating system and the air reaching the required minimum temperature will vary from theatre to theatre. However, minimum temperature in dressing rooms must be achieved at least two (2) hours before curtain time.

(B) Minimum Temperature

That the temperature where the Artist is required to rehearse or perform will not be below 18 degrees Celsius (65°F) or exceed 30 degrees Celsius (86°F). This Clause applies to both indoor and outdoor situations. The governing temperature shall be that taken one-half (1/2) hour prior to commencement of performance.

(C) Air Quality

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

20:04 Arena Theatre

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

20:05 Blackouts

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

20:06 Aisles

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

20:07 Surfaces

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

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

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

20:08 Cot

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

20:09 First Aid Kits

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

20:10 Dressing Room Structure

Where possible, the dressing rooms (except quick-change booths) shall be of permanent type, and shall not be only under canvas.

20:11 Drinking Water

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

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

20:12 Intercom System

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

20:13 Equity's Right to Inspect

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

20:14 Hazardous Materials

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

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

In the event that an Artist is unable to continue rehearsals or performances, the contract of the Artist may be terminated in accordance with Clause 35:01, Extraordinary Risk.

The Engager and the Artist will ensure that Equity is promptly notified during the term of the Artist's contract.

20:15 Perceived Risk

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

20:16 Threats to Safety

In a situation where there has been a threat to the safety of the Artists or place where the Artists have been required to be, by reason of fire, acts of God, acts of the public enemy, and similar causes, and the Artists having been removed to a place of safety, the Artists may not return until they have been assured that the appropriate public authority (e.g. police, fire department, health authority) has authorized the return to the place of work.

21:00 LODGING IN THE POINT OF ORIGIN

21:01 Engager's Responsibility

The Engager shall be responsible for assisting the Artist in finding reasonable lodging in the point of origin. The Engager will furnish a list of usually available lodging upon request of the Artist, at the time of offering the Artist the engagement.

21:02 List of Lodging Available

Said list shall be up-to-date. In all cases, the list shall detail the options and contact information for a sales manager and/or property manager and shall be distributed to the Artist. Information on the city and location of various rehearsal and performance venues shall be distributed along with the list of available lodging. A list shall be distributed by email and/or other written correspondence a minimum of thirty (30) days in advance of the first day or rehearsal. If a contract is negotiated less than thirty (30) days prior to the first day of engagement the information shall be distributed upon receipt of the signed contract.

21:03 Rates

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

21:04 Alternative Lodging

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

22:00 TRANSPORTATION AND LUGGAGE

22:01 Transportation of Artist by Engager

The Engager shall, at its own expense, transport the Artist whose residence is outside the point of origin, and also the Artist's luggage up to a limit as specified below, from the Artist's residence to the Point of Origin (i.e. the theatre or hotel/lodging) and return, except that where the Artist has a consecutive contract of engagement the Engager shall provide and pay for the Artist's transportation either:

(A) From the Point of Origin

from the first Point of Origin to the second, or

(B) From the Artist's Place of Residence

from the Artist's place of residence to the second, whichever is less.

The Engager will reimburse the Artist for one (1) checked bag per direction of travel. Where the transportation cost from the first Point of Origin to the second is less than the transportation cost from the Artist's place of residence to the second point of origin, the first Engager shall be relieved of any obligation for return transportation to the Artist. However, in any other case, the Engager signing the first contract of engagement shall be obliged to provide and pay for the Artist's transportation back to the Artist's place of residence.

The Engager shall book flights/transportation in consultation with the Artist and arrangements must be agreeable to the Artist. The Engager shall make best efforts to schedule flights/transportation that do not depart prior to 8am or after 8pm, unless by mutual agreement with the Artist. However, consideration for flight times outside of those hours may be made for international travel.

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

Transportation shall be by air (the least expensive commercially available) unless otherwise negotiated between the Artist and the Engager prior to the signing of the contract and stipulated in a rider thereto. If the manner of transportation is not stipulated in the engagement contract the air economy fare shall apply.

The Engager will reimburse the Artist for purchase of air travel insurance up to a coverage maximum of eighty thousand dollars (\$80,000.00) upon presentation of premium receipts therefore.

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

22:02 Use of Artist's Vehicle

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

22:03 Travel to and from Airport

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

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

22:04 Travel to and from Place of Residence

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

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

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

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

Similarly, when returning to the Artist's place of residence at the end of the Artist's engagement, if it is necessary for the Artist to travel after midnight on the day the Artist's contract has terminated, the Artist shall be paid the applicable touring differential. These requirements apply only to those Artists who are paid the applicable minimum Equity rate.

22:06 Transportation Tickets in Advance of Travel

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

22:07 Reimbursement of Receipts

Where the Engager is to reimburse the Artist in accordance with any of the Clauses in this Article 22:00 Transportation and Luggage, the Artist must submit the receipts to the Engager within thirty (30) days of the final performance.

23:00 CLAIMS

23:01 Waiver or Release Not Permissible

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

23:02 Time Limit in Filing Claim

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

24:00 PROPERTY

24:01 Reimbursement

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

2025-2028	
Loss and Damage Reimbursement	\$2,722.24

(A) Artist's Property

the Artist's property used, or to be used in connection with a production or productions covered by the Artist's contract of engagement;

(B) Artist's Personal Effects in Dressing Room

the Artist's personal effects and clothing (except cash and/or jewellery) when placed in the Artist's dressing room which has been provided by the Engager in the place where the Artist is required to rehearse or perform;

(C) Artist's Personal Effects While on Tour

the personal effects and clothing of the Artist including the Artist's luggage, while on tour when not under the direct supervision of the Artist;

(D) Valuables

the valuables given to the Engager or the Engager's agent for safe keeping.

24:02 Facilities for Safe-keeping

The Engager agrees to provide facilities for safe-keeping in this regard for personal valuables. The Engager shall inform all Artists of same and inform them by a written notice posted on the call board of the Artists' obligation under the provisions of this Clause to avail themselves of such facilities.

25:00 SECURITY DEPOSIT (BOND) AND SECURITY AGREEMENT

25:01 Security Agreements

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

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

25:02 Maintenance of Satisfactory Security

It is of the essence of this Agreement and all contracts of engagement and a condition precedent to the engagement of the Artist that the Engager shall file and maintain a security satisfactory with Equity which shall not exceed one (1) week's contractual fee for the total number of Artists to be engaged during the season, subject to Clause 13:15 Remittances. Where Equity can demonstrate where an Engager is substantially or repeatedly in arrears with payment to or on behalf of its members including remittances to Equity as stipulated in this Agreement, Equity shall have the right to increase the amount of security required.

Upon receiving a written request from Equity, the Engager shall supply Equity with sufficient information to confirm what will constitute sufficient security for each Season.

25:03 Posting of Security

The Engager shall be ineligible to engage Equity members unless and until the Engager shall have furnished security as required in Clause 25:02 Maintenance of Satisfactory Security to ensure the payment of claims arising from unpaid benefits and fees (including but not limited to fees, additional services fees, per diem, and transportation) as well as any claim arising from the provisions of Article 49:00 Arbitration.

26:00 ENGAGEMENT CONTRACTS

26:01 Continuous Engagement

Continuous engagement of the Artist is of the essence of all engagement contracts.

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

26:02 Guaranteed Period

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

26:03 Emergency Replacement

An Artist not under contract to the Engager, replacing an Artist who cannot perform because of illness, injury or some other emergency (see Clause 15:03 Emergency Rehearsal) shall be contracted and paid at least one (1) week's minimum fee per performance. For any rehearsals required, the Artist shall invoice the Engager for additional services at double the Rate 1 of Clause 13:09(E) Additional Services. Alternatively, the Artist may be contracted to a standard engagement contract - choice to be made by the Engager.

27:00 INDIVIDUAL ENGAGEMENT CONTRACT

Equity and the Engager shall agree upon the standard Engagement Contract form, which shall then be prepared and maintained by Equity, and blank-form copies of which shall be provided to the Engager in fillable electronic format.

27:01 Issuance of Engagement Contracts

(A) Engagement Contracts - Chorus

Engagement Contracts shall be provided to Chorus Artists no later than eight (8) weeks after the completion of the Chorus Auditions, or in any case no later than June 30 of each year. Chorus contracts are to be returned in accordance with the timeline in Clause 27:07 Signing Of.

(B) Engagement Contracts – Stage Management

Offers of engagement shall be provided to Stage Management personnel who are under contract with the Engager for any production during the current season, or who have been engaged in at least three (3) previous seasons within four (4) weeks of the season announcement for the subsequent season. Engagement contracts will be provided to Stage Management personnel no later than fourteen (14) days after an offer has been accepted, and in no case later than June 30 of each year.

(C) Engagement Contracts - Other Artists

Except for Artists as provided for in (A) or (B) above, Engagement Contracts for other Artists must be issued no later than fourteen (14) days after an offer has been made and accepted.

27:02 Requirement to File

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

27:03 Determination of Classification

Equity and the Engager agree that the Appendix A Categorization of Roles herein, shall be used as a basis to determine the classification of the performing Artist. Any role not otherwise classified in Appendix A Categorization of Roles, or in AGMA Schedule "C", shall be classified by mutual agreement between the Engager and Equity using the definitions and criteria stipulated in Appendix A Categorization of Roles for the classification of roles.

27:04 Change in Classification

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

27:05 Effective Date

Contracts between the Engager and Artist must be signed before the Artist begins rehearsal. Contracts shall be signed and dated as of the date when the terms of the contract are agreed upon between the parties.

27:06 Changes and Alterations

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

27:07 Signing Of

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

27:08 Contract Execution & Filing

- (A) Contracts will be executed electronically except as provided for in 27:08(B) below. The Engager will retain a copy for their records and will ensure that the Artist has a fully executed downloadable copy for their records.
- (B) The Engager shall, upon request from the Artist, issue the Artist a paper contract. In the case of paper contracts, the Engager shall retain a copy for their records, provide a copy to the Artist, and file a copy with Equity electronically.

In either case, the Engager shall file with Equity the fully executed contract within one (1) week of receipt of same, and in no event later than the date of the beginning of the engagement.

27:09 Effect of Contracts

All contracts signed pursuant to these Clauses are binding upon the Engager and the Artist.

27:10 Inclusion of Premium / Penalty Payments Prohibited

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

28:00 EXCLUSIVE SERVICE OF THE ARTIST

28:01 Exclusive Service

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

If the Engager grants a release, the Engager may deduct one-fifth (1/5) of the weekly contractual fee for each day the Artist is released except for a release granted for a time when the Artist is not called in which case no deduction may be made. (See also Clause 40:04 Engagement Period).

A Chorus Singer's request for a release may be granted at the Engager's discretion. If the Engager grants a release, the Engager may deduct a pro-rated amount for the number of hours missed.

28:02 Assignment of Artist's Contract

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

29:00 BILLING, PHOTOS AND PROGRAMS

29:01 Lobby/House Boards/Digital Screens

In the event where the Engager has control of the lobby/house boards/digital screens, and within the limitations of the existing facilities and available space, the names of all Soloists in the company shall be displayed in the front of house of the Theatre in which they perform. It is acknowledged that the Engager does not have control over such spaces at the Vancouver Civic Theatres.

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

- (i) prominently displayed and properly identified in the lobby; and/or
- (ii) reduced to an appropriate size and reproduced, properly identified, in the house program; and/or

(iii) clearly displayed on a digital screen.

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

29:02 Artist Leaving a Cast, Front of House

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

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

29:03 Removing Name and Likeness of Artist

(A) Other Advertising and Media Displays

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

(B) Promotion not Related to a Particular Production

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

(C) Advertising and Publicity for a Specific Production

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

29:04 Specific Provisions

All provisions pertaining to the billing of the Artist shall be specific. If billing is contingent on the billing of any other Artist, such contingency shall be clearly and succinctly set forth in the contract.

29:05 Breaches of Billing

Whenever a breach is claimed of a billing clause contained in an Artist's individual contract, Equity shall notify the Engager in writing of said breach. If the breach is not corrected within seven (7) business days of receipt of the written notification, except as provided below, the Engager shall pay to the Artist a sum equal to one-eighth (1/8) of the Artist's fee for each week that the breach continues beyond said seventh day. If the breach involves billboards, the time interval for correction shall be extended to two (2) weeks. Exempted from this provision shall be posters on unpaid locations. If the breach involves billing in a magazine or similar publication, should the Engager not correct an error in billing when notified seven (7) or more days prior to the press deadline, the Engager shall pay to the Artist a sum equal to one-eighth (1/8) of the Artist's weekly fee. If the breach involves billing in a newspaper and should the Engager not correct an error in billing when notified forty-eight (48) hours or more prior to the press deadline, the Engager shall pay to the Artist a sum equal to one-eighth (1/8) of the Artist's weekly fee.

29:06 Programs

The Engager will produce a digital program, available on its website. In addition, the Engager will produce a "tear-sheet" that lists the cast in all roles in Appendix A, credits the Vancouver Opera Chorus and the Artists of the Yulanda M. Faris Young Artist Program, and will include a QR code and URL to the full program online.

(A) Photographs

All Leading, Supporting and Featured Artists as defined in Appendix A shall provide to the Engager no later than eight (8) weeks prior to the commencement of rehearsal, an eight inches by ten inches (8" x 10") professional quality photograph, or a high-resolution digital image of at least 300dpi, as per the needs of the Engager. The Engager shall accurately reproduce and properly identify these photographs in the house program, whether printed or online. It is understood that size and placement shall be at the sole discretion of the Engager.

(B) Biographies

The Engager shall ensure that the biographies of all Leading, Supporting and Featured Artists as defined in Appendix A shall appear in the house program, whether printed or online. It is understood that size and placement shall be at the sole discretion of the Engager.

29:07 Stage Management Billing

The Stage Manager shall receive billing on either the title page or the cast list page of the house program, placement to be at the Engager's discretion.

The Assistant Stage Manager shall receive billing on the same page of the house program as other Assistants (Assistant Lighting Designer, Assistant Costume Designer, etc.), placement to be at the Engager's discretion.

29:08 Program Remittance

The Engager agrees to remit an electronic copy of the physical program or tear sheet, if any, and an electronic copy of the online program, if any, to Equity as soon as available.

29:09 Other Artists

The names of all other Artists engaged for the production shall be included in the house program, whether printed or online.

29:10 Errors or Omissions

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

29:11 Artist No Longer Under Contract

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

29:12 Biographical Materials in Programs

(A) Artist's Right of Approval

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

(B) Placement of Biography

The Engager shall ensure that the biographies of all Leading, Supporting and Featured Artists as defined in Appendix A shall appear in the house program. It is understood that size and placement shall be at the sole discretion of the Engager.

30:00 PHOTOGRAPH CALLS AND PUBLICITY

30:01 Photo Calls

Photo calls shall take place within the allowable rehearsal or performance hours. However, notwithstanding the above, in addition to the regular rehearsal and performance hours, two (2) photograph calls of a maximum of three (3) hours each (for each Performer) shall be allowed for each production for the taking of photographs for the sole purpose of publicizing and promoting the production and/or the Engager. There shall be no photograph call on a two-performance day or on a day when two (2) Dress Rehearsals are called, or prior to the first rehearsal or performance call after a day off.

30:02 Notice of Photo Calls

A twenty-four (24) hour notice for photographs shall be given to the Artist. In all cases the Artist's name shall be properly credited in the publicity within the provisions of Article 29:00 Billing, Photos, and Programs of this Agreement.

30:03 Artist's Availability

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

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

30:04 Nude Photographs

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

30:05 Payment for Use of Photograph

(A) Commercial Product

The Engager must obtain the Artist's prior written authorization before the Artist's picture may be used in conjunction with the sale and/or promotion of a commercial product, and said authorization must specify the commercial product involved.

If the Artist consents to the use of said Artist's picture, as aforesaid, the Artist shall be paid not less than the amount as specified below for said use.

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

2025-2028	
Use of Photo	\$181.67
Picture Call	\$181.67

(B) Books

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

2025-2028	
Use of Photos Without Consent or Identification	\$272.36

31:00 ADVERTISING OF ARTIST'S NAME

The Engager agrees that the Engager will not advertise or announce the name of an Artist without a signed contract unless permission is given by the Artist or the Artist's manager and/or representative. An Artist may not advertise their engagement on their personal website, agency website or social media without a signed contract unless permission is given by the Engager.

32:00 UNDERSTUDIES

32:01 Names in Program

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

32:02 Musical Rehearsals

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

32:03 Artist Engaged to Understudy

(A) Artist Already on Contract

If an Artist is additionally contracted to understudy a role, the Artist must receive an additional fee of at least the amount as specified below over the Artist's minimum weekly contractual fee.

2025-2028	
Additional Fee per Week	\$327.71

(B) Artist Engaged Solely to Understudy

An Artist engaged solely to understudy shall be compensated in accordance with the minimum fees in Clause 13:09 Minimum Fees.

See also Clause 32:05 Additional Compensation for applicable compensation if the Artist is required to perform.

32:04 Minimum Contract Period

If the Artist has been contracted to understudy the role for one (1) week or less, the Artist shall not be required to perform it, but may sing it with the score, unless the understudy is also performing, in which case the Artist must have had the role at least two (2) weeks before the Artist can be required to perform it. The above notwithstanding, an understudy may not be required to perform unless the Artist has had at least one (1) full rehearsal of the Artist's particular role on the set.

32:05 Additional Compensation

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

The minimum payment shall be as follows:

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

33:00 PERFORMANCES AND/OR REHEARSALS LOST

If the company cannot rehearse or perform because of fire, accident, strikes, riot, Act of God, or the public enemy, which could not be reasonably anticipated or prevented, then the Artist shall not be entitled to said Artist's contractual weekly fee for the time during which their services shall not, for such reason or reasons be rendered, except that the Artist shall receive one-fifth (1/5) of minimum fee for the first day lost and the applicable touring differential for each day on which performances are not given thereafter. Should any of the foregoing conditions continue for a period of ten (10) days or more, either party may terminate the contract, and the Engager will pay for all services rendered to date and transportation back to the place of residence.

34:00 TERMINATION

34:01 Written Notice

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

34:02 Provisions for Termination

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

(A) Mutual Agreement

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

(B) Breaches

By either the Engager or the Artist for a material breach of the provisions of this Agreement, subject to the provisions of Article 10:00 Breaches.

34:03 Determination of Breach

With regard to Clause 34:02(B) Breaches above, the Artist may not however terminate the Artist's contract should the Engager dispute that a material breach has in fact taken place, until a determination has been made according to the provisions of Articles 10:00 Breaches and 49:00 Arbitration.

34:04 Breach Disputed

With regard to Clause 34:02(B) Breaches above, should Equity dispute that a material breach has in fact taken place, the Engager may determine that no further services from the Artist shall be provided and no further payments shall be made to the Artist until a determination has been made according to the provisions of Articles 10:00 Breaches and 49:00 Arbitration. However, the Engager agrees to pay the Artist for all services provided to the date of termination, plus return transportation to the Artist's place of residence as required by the Agreement.

35:00 TERMINATION DUE TO ACCIDENT, ILLNESS

Should the Artist receive Workers' Compensation Board benefits, the additional payments following termination, in accordance with Clause 35:01 Extraordinary Risk and Clause 35:02(C) Fees for Services Rendered, shall not apply.

35:01 Extraordinary Risk

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

35:02 Illness or Accident

(A) Absence

When the Artist shall be absent for seven (7) consecutive days by reason of illness or accident, the Engager may terminate the Artist's contract at the end of seven (7) days effective immediately.

(B) Immediate Termination

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

(C) Fees for Services Rendered

When the Artist's contract is terminated in accordance with (A) and (B) above, the Engager will pay the Artist a pro-rata amount of one-fifth (1/5) of the Artist's weekly contractual fee per day for services rendered to date, plus one (1) week's contractual fee. For the purposes of this Clause 35:02(C), the weekly contractual fee shall be the lesser of the actual weekly contractual fee or the amounts as specified below:

2025-2028	
2025-2026	\$2,855.69
2026-2027	\$2,941.36
2027-2028	\$3,044.31

When the Artist is engaged under Clause 45:03 Staging and Non-Staging Rehearsals and the Artist's contract is terminated, the Engager will pay the Artist the hourly rate (1/30 of the weekly Performer rate) for the number of rehearsal hours worked and in the case of performances, the performance fee for each performance in which the Artist appeared on stage.

35:03 Notification of Illness

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

36:00 RE-OPENING OF PRODUCTION

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

37:00 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.

37:01 Recordings for Use in Production

(A) Notification to Equity

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

(B) Artist Engaged for the Production

Provided the Artist agrees in the Artist's VOA Engagement Contract or in a rider to the Artist's VOA Engagement Contract, an Artist may appear in a recording for use in the production. The recording may be used only during the period in which the Artist is engaged and only for the production for which it has been made. Recording sessions must take place during the regular rehearsal hours.

(C) Artist Not Engaged for the Production

(i) Recording of a Role in its Entirety

An Artist, not otherwise engaged for the production, may be engaged solely for the recording of a role in its entirety on condition that such an Artist must receive no less than the requisite minimum payments provided for in Article 13:00 Compensation of this Agreement for the required rehearsal and performance period of the production which must be continuous in nature.

(ii) Other Recording

An Artist engaged solely for audio and/or visual recordings, not otherwise engaged for the production, shall be paid not less than one-fifth (1/5) of the applicable minimum weekly fee per day for recording sessions.

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

(D) Artist Leaving a Cast

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

(E) Production Reopened after Closing

If a production is re-opened after closing, the Engager may, in lieu of making a new recording, pay the Artist for the continued use of recordings made under the provisions of either Clause 37:01(B) Artist Engaged for the Production or Clause 37:01(C) Artist Not Engaged for the Production at a rate per performance of not less than one-seventh (1/7) of the Artist's contractual weekly fee while engaged for the production for which the recording was made.

37:02 Recording by Third Party for Publicity Purposes

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

37:03 Recordings by the Engager

(A) Provision for Recording and Notice

The Engager may record rehearsal or performance of each production as stipulated in this Clause with no less than twenty-four (24) hours' written notification to the Artist(s) and to Equity.

(B) Use for Publicity

The Engager may use material recorded in accordance with this Clause for publicity purposes, including use on the Engager's website. There may not be more than a total of ten (10) minutes of edited rehearsal and/or performance material 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 run of the production.

(C) Internet Use of Recordings by the Engager

During the current rehearsal period or run of the production, up to ten (10) minutes of edited rehearsal and/or performance material made pursuant to this Clause may be presented on:

- (i) The Engager's lobbies' TV screens for lobby loops (including in the Vancouver Civic Theatres and any other venues where the Engager performs); and/or
- (ii) Marketing e-blasts to current and potential patrons and sponsors; and/or
- (iii) equivalent current affairs websites; and/or
- (iv) non-commercial, non-curated, generic content, open access video sharing websites; and/or
- (v) the Engager's own website and zone of social media websites, including paying for a "signal boost" on Facebook in order to reach a wider audience; and/or
- (vi) Up to eight (8) minutes of rehearsal and/or performance may be streamed live, on the condition that an entire work is not presented and that the affected Artists receive no less than forty-eight (48) hours' notice that the live stream will be taking place; and/or
- (vii) The Engager may stream the season announcement on its website, and such material may remain on the website until the first performance of the following Season.

Provided that:

- (a) the Engager uses its best efforts to ensure that the material cannot be downloaded; and
- (b) no revenue is generated from the viewing of the material; and
- (c) the names of all Artists involved appear in the material or appear prominently in the description or framework of the material; and
- (d) in addition to being credited as required above, with the approval of or at the request of the Artist, the Engager will endeavour to "tag" the Artist in any social media posts in which they appear.
- (e) The Engager warrants that it is responsible for any misuse of the material.

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

(D) Extended Use

Up to five (5) minutes of recorded rehearsal material and five (5) minutes of recorded performance material captured in accordance with this Clause may be reproduced in the current season or the immediately following ten (10) seasons only on current affairs programs or the Engager's website to promote the Company and its activities. The names of all Artists shall appear on the website. The Engager must notify Equity in advance of any such usage and will fulfill the following conditions:

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

(E) Sensitive Material

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

(F) Credits

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

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

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

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

(G) Archival Use

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

Additionally, playback may take place via password protected website on non-downloadable (encrypted) format, for viewing by Artists, staff and co-producers.

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

(H) Use for Understudies

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

(I) Use for Rehearsal Purposes

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

(J) Non-Recorded Live Video

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

37:04 Use of Recordings by the Artist

Where the Engager has the contractual clearances to do so, and at the request of the Artist, and with the contractual consent of all Artists who appear or whose work appears in the recorded material, the Engager may provide up to five (5) minutes of rehearsal material and five (5) minutes of performance material recorded in accordance with 37:03(A) Provision for Recording and Notice without any additional editing to an Artist for their own individual use, including but not limited to self-promotion, social media, etc.

The Engager shall endeavour to fulfill the Artist's request within sixty (60) days. In the case of a request for material from previous seasons, if the material is available, it is understood that the Engager will provide the material as soon as possible, however it may take longer than sixty (60) days.

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 five (5) minutes of recorded rehearsal material and five (5) minutes of recorded performance material limitation noted above, the Engager will consider, upon request of the Artist, providing additional footage to the Artist for non-broadcast use (including use on the internet) for the Artist's self-promotion, including submissions to funding bodies, granting agencies, demo reels, etc.

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

For the purposes of this clause, "Artist" shall include other artists (such as designers) whose artistic contribution to the production is represented in the recorded material.

Should there be a cost of providing other digitally recorded material to the Artist, this cost will be covered by the Artist requesting the footage. The Engager will provide an estimate of the cost associated with this in advance to the Artist.

38:00 RECORDINGS FOR COMMERCIAL PURPOSES

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

38:01 Notification and Permission

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

38:02 Artist's Rights

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

38:03 Intent to Record

The Engager may express the possibility of recording or broadcasting the production for which the Artist has been engaged and the Artist may agree to participate in such a recording or broadcast by means of a rider to the Artist's VOA 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 VOA Engagement Contract is negotiated and signed.

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

38:04 Contractual Arrangements

(A) Performers

Performers shall be signed to a separate UBCP/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 VOA Engagement Contract for the period with the exception that residual payments are the responsibility of the individual or entity signing the UBCP/ACTRA contract as producer.

(B) Non-Performing Artists

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

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

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

38:05 Payments in Addition to Equity Fees

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

- 38:06 Commercial Use of a Recording Made for Non-Commercial Purposes**
Should the Engager contemplate the commercial use of any recordings made under the provisions of this Article 37:00 Recordings for Non-Commercial Purposes, the Engager shall ensure that appropriate ACTRA/UBCP arrangements are put into place retroactively.
- 38:07 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 take place. A copy of this notice shall be filed with Equity.
- 38:08 Specially Prepared Recording**
A specially prepared recording is defined as a recording of a rehearsal and/or performance that is undertaken solely for the purposes of the recording, either at the theatre or elsewhere (i.e. studio). A specially prepared recording may not be made on a two-performance day.
- (A) Recording on a Single Performance Day**
On a day on which the Artist has no more than one (1) performance, the Artist may be called for the purpose of a specially prepared recording to a maximum of eight (8) out of a span of nine (9) hours with a one (1) hour break after no more than five (5) hours. The recording call shall be completed no later than ninety (90) minutes prior to the Artist's half-hour call.
- (B) Recording on a Non-Performance Day**
On a day on which the Artist has no performance scheduled, the recording sessions including rehearsals may be a maximum of eight (8) out of twelve (12) hours. The overnight rest period the night prior to and the night following the making of a specially prepared recording shall not be less than ten (10) hours.
- 38:09 Simulcasts for Non-paying Audiences (Plazacast)**
As part of a gala or festival type event, or as a singular event itself, where there will be significant publicity and exposure for the Engager, and promotion of the Artist, the Engager may permit a "live feed" broadcast of one (1) performance per season 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) Vancouver Opera will produce a digital program identifying all Artists involved and provide links to Artists' websites where applicable.
- 39:00 STAGE DIRECTORS, CHOREOGRAPHERS, FIGHT DIRECTORS AND INTIMACY DIRECTORS**
- 39:01 Engagement Period - Stage Directors**
A Stage Director shall be engaged from no later than the first day of rehearsal to no sooner than the end of the day of the first public performance.
- 39:02 Right of First Refusal – Stage Directors and Choreographers**
The Artist may negotiate for Right of First Refusal to be engaged for the future rental of a production of which they were the original Stage Director or Choreographer.

39:03 Payment Schedule

The contractual fees for services under Article 39:00 Stage Directors, Choreographers, Fight Directors and Intimacy Directors shall be payable in the following manner:

- (i) Twenty percent (20%) on the signing of the engagement contract. This twenty percent (20%) shall be paid to the Artist no later than thirty (30) calendar days from the date the executed contract is sent by the Artist to the Engager.
- (ii) Thirty percent (30%) on the first day of rehearsals.
- (iii) Fifty percent (50%) on the official opening night.

39:04 Duties of the Stage Director

(A) Duties

The Stage Director shall conduct rehearsals, appear promptly for all scheduled rehearsals, respect the physical property of the production, venue and place of rehearsals, conduct rehearsals not violative of any terms of the Agreement, abide by particular artistic policies of the Engager, and generally fulfil the artistic planning and production contributions commonly within the scope of the functions of the Stage Director.

(B) Availability

The Stage Director shall endeavour with all good faith and reasonable efforts to make themselves available for such meetings and consultations as are required by the Engager, particularly with designers and the Engager's production personnel.

(C) Publicity

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

39:05 After Opening

The Engager will maintain the artistic integrity of the production after the Stage Director has completed the Stage Director's contract.

39:06 Billing

The Stage Director will receive billing in all publicity materials (under the Engager's control) for the production that is prepared after the engagement of the Artist, wherever anyone other than the composer is given billing, in the size and position as afforded to other members of the Creative Team, or as otherwise negotiated.

39:07 Royalties

(A) Amount

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

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

(B) Revival

Should the Engager revive a production in a period of two years from the first public performance, the original Stage Director will be given the opportunity to direct the revival. If the original Stage Director declines to direct the revival, the Artist shall receive the royalty provided for in Clause 39:07(A) or the negotiated royalty, whichever is greater, and shall be billed using the phrase "originally Directed by...", unless this billing provision was originally negotiated otherwise.

39:08 Minimum Fees for VOIS or Performances Running Sixty Minutes or Less

When a production has a performance time of sixty (60) minutes or less or productions governed by Article 44:00 VOIS, the applicable minimum weekly fees for the Stage Director as provided for in Clause 13:09 Minimum Fees shall apply.

39:09 Multiple Assignments

(A) Stage Director and Choreographer

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

(B) Stage Director or Choreographer and Performer or Dance Rehearsal Director

A Stage Director or a Choreographer who also fulfils the duties of a performer or Dance Rehearsal Director must be engaged on separate contracts and fulfil both contracts in accordance with Clause 13:06(C) Concurrent Engagement Contracts and receive at least the minimum compensation provided for in Clause 13:09 Minimum Fees for each contract.

(C) Stage Management Duties

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

(D) Assistant Stage Director and Choreographer

An Assistant Stage Director who is also the Choreographer of the production shall be paid, in addition to their Assistant Stage Director fee, not less than fifty percent (50%) of the applicable Choreographer fee.

39:10 Assistant Stage Directors and Assistant Choreographers

All additional services of Assistant Stage Directors and Assistant Choreographers must be approved by the Engager.

(A) Overnight Rest

Assistant Stage Directors and Assistant Choreographers must have eleven (11) hours rest between the end of a day's work and the beginning of work on the following day, other than on tour and for a maximum of two (2) overnight rest breaks during the four (4) days preceding opening night when said rest period shall be no less than ten (10) hours. Should the Artist provide additional services during this period at the request of the Engager, the Artist shall invoice the Engager at Rate 2 of Clause 13:09(E) Additional Services.

(B) Maximum Hours of Work

In any engagement week, Assistant Stage Directors and Assistant Choreographers may be required to provide their services, six (6) days per week to a maximum of fifty-four (54) hours per engagement week. For any additional services provided in excess of the aforementioned weekly limitation, the Artist shall invoice the Engager at Rate 1 of Clause 13:09(E) Additional Services. Should the Artist provide additional services during the aforementioned rest period at the request of the Engager, the Artist shall invoice the Engager at Rate 2 of Clause 13:09(E) Additional Services. Should the Artist provide additional services on the Free Day at the request of the Engager, the Artist shall invoice the Engager at Rate 2 of Clause 13:09(E) Additional Services and the minimum call shall be three (3) hours, whether or not the full three (3) hours are used. On the day of, and following, the first public performance, for the purpose of calculating work time, each performance shall be computed as the running time of the performance (curtain up to final curtain) plus one (1) hour.

(C) Meal Breaks

Assistant Stage Directors and Assistant Choreographers will receive a meal break of one (1) hour after a maximum of four (4) hours of work. In the case of technical rehearsals and cueing sessions, they will receive a meal break of one (1) hour after a maximum of five (5) hours of work. In the case of performance and in the case of Dress Rehearsals as provided for in Clause 15:01(B) Double Casting the meal break shall begin no later than forty-five (45) minutes following the final curtain. In any event, the Assistant Stage Director and/or Assistant Choreographer must be released no later than 12:15 a.m.

During any workday of twelve (12) hours or more, the Assistant Stage Director and/or Assistant Choreographer must receive a lunch break of one (1) hour and a dinner break of at least one-and-a-half (1 1/2) hours. The Assistant Stage Director and/or Assistant Choreographer may not be required to provide any service whatsoever during the Artist's meal break. Should the Artist provide additional services on the Free Day at the request of the Engager, the Artist shall invoice the Engager at Rate 2 of Clause 13:09(E) Additional Services and the minimum call shall be three (3) hours, whether or not the full three (3) hours are used.

(D) Free Day

Should the Assistant Stage Director and/or Assistant Choreographer provide additional services on the Free Day at the request of the Engager, the Artist shall invoice the Engager at Rate 2 of Clause 13:09(E) Additional Services, or one-sixteenth (1/16) of the weekly contractual fee, whichever is greater. The minimum call for such an occasion shall be considered as three (3) hours whether or not the full three (3) hours are used. The Assistant Stage Director and/or Assistant Choreographer will receive a free day as provided for in Clause 15:06 Free Days and Holidays.

(E) Additional Rehearsal

Should the Assistant Stage Director and/or Assistant Choreographer be required by the Engager to attend additional rehearsals, the Artist shall invoice the Engager at Rate 1 of Clause 13:09(E) Additional Services. The Assistant Stage Director and/or Assistant Choreographer shall not be called on a performance day for more than five-and-a-half (5 ½) hours and must be released not later than two (2) hours prior to curtain time. This provision excludes Dress Rehearsals.

(F) Additional Services

Should the Assistant Stage Director and/or Assistant Choreographer be required by the Engager to provide additional services such as attending production meetings, scene changes, staging rehearsals or cueing sessions during overnight rest periods, meal breaks, on a free day, or which result in exceeding the hours provided for in Clause 39:10(B) Maximum Hours of Work, the Artist shall invoice the Engager for such additional services at the appropriate rate of Clause 13:09(E) Additional Services.

(G) Minimum Period of Engagement and Pro-Rating

The Assistant Stage Director shall be engaged from no later than the start of rehearsals to the end of the last performance. In the last week of performances, the Assistant Stage Director may be paid at a rate of one-fifth (1/5) of their applicable weekly fee per performance. The fee payable to the Artist for that week shall not exceed the applicable weekly fee.

39:11 Fight Directors

(A) Requirement for a Fight Director

A Fight Director shall be contracted whenever an Artist is required to participate in a stage fight (see Clause 15:18 Stage Fighting) 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, and the Stage Manager.

(B) 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 Artists in Good Standing) with the written permission of Equity provided that the Engager has conducted a search for and considered existing Equity members.

(C) Consultation/Preparatory Meeting

The hours of work for a Fight Director shall include the Artist's participation in at least one meeting with the Director of the production and a production representative from the Engager 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.

(D) Free Day

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

(E) 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 22:01 Transportation of Artist by Engager for each period of time that the Artist is required to attend the Engager.

(F) Rehearsal

Understudies must be present for all fight rehearsals. Alternatively, if the understudies do not attend principal fight rehearsals, equal rehearsal time must be scheduled with the Fight Director for the understudies.

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.

(G) Contracts – Fight Directors

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

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

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

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

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

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

(H) 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 13:09 Minimum Fees.

(I) Billing

The minimum billing for a Fight Director shall be name and position on the title page of the program, and any additional billing will be subject to negotiation between the Artist and the Engager.

(J) Applicable Clauses

The following Clauses shall apply to the engagement of a Fight Director:

- 39:07 Royalties (for engagements of more than three (3) hours)
- 38:04(B) Applicable ACTRA/UBCP Rates and Remote Broadcasts

(K) Fight Captain

(i) Responsibilities

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

(ii) Remuneration

A Fight Captain shall be free to negotiate remuneration above the minimum fees specified in Clause 13:09 Minimum Fees as appropriate to the work required and acceptable to the Artist, which shall not be less than fifty percent (50%) of the additional duties fee as provided for in Clause 13:05 Additional Duties.

(iii) Authority

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

39:12 Intimacy Directors

(A) Requirement for an Intimacy Director

An Intimacy Director may be requested by the Director or the Performer who is engaged in onstage intimacy as described in Clause 15:08 Onstage Intimacy of this Agreement.

(B) Equity Members – Intimacy Directors

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

(C) Contracts – Intimacy Directors

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

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

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

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

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

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

(D) Consultation/Preparatory Meeting

The hours of work for an Intimacy Director shall include the Artist's participation in at least one meeting with the Director of the production and a production representative from the Engager 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 onstage intimacy. The Intimacy Director shall be advised if rehearsal has started prior to their engagement as Intimacy Director.

- (E) **Free Day**
There shall be a minimum of one (1) day off in each week for engagements of one (1) week or more.
- (F) **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 22:01 Transportation of Artist by Engager for each period of time that the Artist is required to attend the Engager.
- (G) **Rehearsal**
Understudies must be present for all intimacy rehearsals, if available. Alternatively, if the understudies do not attend principal intimacy rehearsals, sufficient rehearsal time must be scheduled with the Intimacy Director for the understudies.
- (H) **Changes**
After the completion of the intimacy rehearsals, the work of the Intimacy Director 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 Intimacy Director is first consulted with respect to the proposed changes and offered the opportunity to conduct the necessary rehearsals to implement the required changes. A separate fee commensurate with the work to be done shall be negotiated, which shall not be less than the minimum fees expressed in Clause 13:09 Minimum Fees.
- (I) **Billing**
The minimum billing for an Intimacy Director shall be name and position on the title page of the program, and any additional billing will be subject to negotiation between the Artist and the Engager.
- (J) **Applicable Clauses**
The following Clauses shall apply to the engagement of an Intimacy Director:
39:07 Royalties (for engagements of more than three (3) hours)
38:04(B) Applicable ACTRA/UBCP Rates and Remote Broadcasts
- (K) **Intimacy Captain**
- (i) **Responsibilities**
An Intimacy Captain shall be responsible for the following services and duties: observe all onstage intimacy rehearsals, consult with the Intimacy Director on all aspects of the onstage intimacy, conduct and monitor any run-throughs of the onstage intimacy prior to performance, make blocking changes relevant to the onstage intimacy while on tour or in emergencies, call onstage intimacy rehearsals as necessary in consultation with the Stage Manager.
Should the Intimacy Captain deem it necessary to have a run-through of the onstage intimacy prior to a performance, the Engager shall call the Artist for the onstage intimacy run-through, not to exceed fifteen (15) minutes, immediately prior to the half-hour call without additional compensation. Any breaks required prior to the half-hour call shall not be reduced by the onstage intimacy run-through.
 - (ii) **Remuneration**
An Intimacy Captain shall be free to negotiate remuneration above the minimum fees specified in Clause 13:09 Minimum Fees as appropriate to the work required and acceptable to the Artist, which shall not be less than fifty percent (50%) of the additional duties fee as provided for in Clause 13:05.

(iii) Authority

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

(L) Position Reviews

The roles of an Intimacy Director and Intimacy Captain are new to the Agreement. Due to the sensitive nature of work that these roles require, the Engager and Equity agree to ongoing communication regarding the function and responsibilities of these roles. The Engager and Equity will review intimacy work with both the Artists in the roles and the Intimacy Directors and Captains to ensure that the needs of all Artists are addressed.

40:00 STAGE MANAGEMENT

40:01 Engagement Contracts and Vacation Pay

(A) Engagement Contracts

Personnel engaged by the Engager to perform stage management duties as herein defined must be properly contracted on individual engagement contracts as provided in Article 27:00 Individual Engagement Contract of this Agreement.

(B) Vacation Pay

An Artist engaged as a Production Stage Manager, Stage Manager, or Assistant Stage Manager shall be paid vacation pay at the rate of at least four percent (4%) of the Artist's weekly earnings. Vacation pay shall be paid to the Artist on their scheduled payday.

(C) Vacation

After six (6) months of continuous engagement, the Artist may take one (1) week's unpaid vacation with the consent of the Engager at a time mutually acceptable to both.

40:02 Vocal Score

Stage management personnel shall be able to read and follow a vocal score regardless of its complexity.

40:03 Equity Stage Management

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

40:04 Engagement Period

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

All Production Stage Managers and Stage Managers shall be engaged ten (10) days prior to the commencement of rehearsals.

(B) Assistant Stage Managers

Two (2) Assistant Stage Managers shall be engaged for a minimum of one (1) week immediately prior to the commencement of the staging rehearsals.

If Equity and the Engager agree, the prep period for Stage Management may be reduced, provided it is clearly demonstrated that the production's scale does not require a full ten (10) days for Stage Managers and/or one (1) week for Assistant Stage Managers. In no case will a Stage Manager have less than one (1) week prep or start less than one (1) day prior to the Assistant Stage Manager(s). In no case will an Assistant Stage Manager have less than four (4) days' prep.

(C) Replacement Stage Management Staff

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

(D) Seasonal Contracts

If a Stage Manager or Production Stage Manager is contracted for twenty-two (22) or more weeks in any one Season, then the following conditions will apply to pre-production weeks:

- (i) It will be allowable for the Stage Manager or Production Stage Manager to work without additional payment for up to three (3) performances during a pre-production week.
- (ii) Should the Stage Manager or Production Stage Manager be unavailable for any part of the pre-production week due to another engagement or activity not related to the Engager, the Engager may deduct one-sixth (1/6) of the weekly fee for each day not worked.
Permission to accept outside engagements that may impact on the Engager's activities is at the Engager's discretion and will not be unreasonably withheld.

(E) Engagement of Less than a Full Engagement Week

An Artist engaged pursuant to Article 40:00 Stage Management may be engaged for less than a full engagement week provided that such period is consecutive and immediately precedes a full engagement week at the beginning of the engagement or follows a full engagement week at the end of the engagement period, with no hiatus in between). Payment for each pro-rata day must be not less than one-sixth (1/6) of the Artist's weekly contractual fee per day. In any event, the Artist may not be required to work for more than nine (9) consecutive days, including the pro-rated days as provided for above, without a free day. Should the pro-rated period include a free day, that day must be paid for on a pro-rata basis.

40:05 Rehearsal and Performance Conditions

(A) Overnight Rest

All Equity Stage Management personnel must have eleven (11) hours rest between the end of a day's work and the beginning of work on the following day, other than on tour and for a maximum of two (2) overnight rest breaks during the four (4) days preceding opening night when said rest period shall be no less than ten (10) hours. Should the Artist provide additional services during this period at the request of the Engager, the Artist shall invoice the Engager at Rate 2 of Clause 13:09(E) Additional Services.

(B) Maximum Hours of Work

In any engagement week, Stage Management personnel are required to attend all rehearsals, performances, scene change rehearsals, cueing sessions for the production and production meetings as provided for in Clause 40:15 Production Meetings, Staging Rehearsals, Scene Change Rehearsals and Cueing Sessions, six (6) days per week to a maximum of fifty-four (54) hours per engagement week of which no more than fifty (50) hours shall be staging rehearsal time. In any engagement week there may be no more than five days on which there are more than two (2) staging rehearsals. For any additional services provided in excess of the aforementioned weekly limitation, the Artist shall invoice the Engager at Rate 1 of Clause 13:09(E) Additional Services. Should the Artist provide additional services during the aforementioned rest period at the request of the Engager, the Artist shall invoice the Engager at Rate 2 of Clause 13:09(E) Additional Services. Should the Artist provide additional services on the Free Day at the request of the Engager, the Artist shall invoice the Engager at Rate 2 of Clause 13:09(E) Additional Services and the minimum call shall be three (3) hours, whether or not the full three (3) hours are used.

It is understood that for the purpose of this Clause that for all staging rehearsals the call for stage management personnel will be fifteen (15) minutes prior to the performers' call for the first principal staging rehearsal of the day and thirty (30) minutes prior to the performers' call for the first chorus rehearsal. Additionally, the Stage Management call shall include fifteen (15) minutes following the staging rehearsal.

It is further understood that on the day of, and following, the first public performance, for the purpose of calculating work time, each performance shall be computed as the running time of the performance (curtain up to final curtain) plus no less than one (1) hour.

(C) Employment Standards

Where the number of allowable working hours in a day or week pursuant to the British Columbia Employment Standards Act is less than permitted for Stage Management personnel in this Agreement, the applicable Articles of this Agreement shall be altered to conform to the legislation. Where this legislation permits the Engager to apply for an extension to the number of working hours in a day or week, it shall be the sole responsibility of the Engager to secure permission to do so.

The Engager shall advise the Artist in advance of signing their engagement contract of any variance related to the allowable working hours in a day or week that may affect the Artist's working conditions. This information shall also be included in a rider attached to the Artist's contract.

Additional payments required by employment standards legislation for work which takes place during regular hours as provided for in this Agreement shall be deemed approved by the Engager.

Except as otherwise specified elsewhere in this Agreement, the overtime rate shall be the amount required by the applicable employment standards legislation or the applicable amount stipulated in this agreement, whichever is greater.

Payments for invasion of meal or other breaks, rest periods, etc. or other infringement penalties are not considered overtime, and are payable in addition to overtime payments.

(D) Meal Break

All Stage Management personnel will receive a meal break of one (1) hour after a maximum of four (4) hours of work. However, in the case where Stage Management is working in the rehearsal hall the meal break may be reduced to forty-five (45) minutes.

In the case of technical rehearsals and cueing sessions they will receive a meal break of one (1) hour after a maximum of five (5) hours of work. In the case of performances and in the case of Dress Rehearsals as provided for in Clause 15:01(B) Double Casting the meal break shall begin no later than forty-five (45) minutes following the final curtain. In any event stage management personnel must be released no later than 12:15 a.m.

During any workday of twelve (12) hours or more the Stage Management personnel must receive a lunch break of one (1) hour and a dinner break of at least one-and-a-half (1 1/2) hours. However, in the theatre only, the dinner break may be reduced to not less than one (1) hour.

The Artist may not be required to provide any service whatsoever during the Artist's meal break.

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

(E) Work on the Free Day

Should any of the Equity Stage Management personnel provide additional services on the Free Day at the request of the Engager, the Artist shall invoice the Engager at Rate 2 of Clause 13:09(E) Additional Services, or one-sixth (1/6) of a week's contractual fee, whichever is the greater. The minimum call for such an occasion shall be considered as three (3) hours, whether or not the full three (3) hours are used.

All Equity Stage Management personnel will receive a free day as provided for in Clause 15:06 Free Days and Holidays.

(F) Span of Day

A Stage Management working day has a maximum span of thirteen (13) hours. For any hours outside this span, the span of day infringement rate as specified in Clause 13:09(E) Additional Services shall be paid.

(G) Additional Rehearsal

If performing Artists are required to rehearse in excess of the hours provided for under this Agreement, the stage management shall also attend such rehearsals, and the Artists shall invoice the Engager for additional services at the appropriate rate of Clause 13:09(E) Additional Services.

Stage Management personnel shall not be called on a performance day for more than five-and-a-half (5 1/2) hours and must be released not later than three (3) hours prior to curtain time. This provision excludes Dress Rehearsals.

40:06 Stage Management Staffing Formula

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

(A) Category A Productions

For Category A productions, the Engager shall at all times engage a Stage Manager and two (2) Assistant Stage Managers.

(B) Category A Productions in Repertory

When two (2) or more Category A productions are given in repertory, the Engager shall at all times additionally engage one (1) Production Stage Manager.

(C) Category B Productions

For Category B Productions, the Engager shall at all times engage one (1) Stage Manager and two (2) Assistant Stage Managers. The Engager and Equity will discuss the staffing levels appropriate to the scope of the production. If it is deemed that only one (1) Assistant Stage Manager is required, the Engager will endeavour to engage an Apprentice Stage Manager. Should the Engager be able to demonstrate to Equity's satisfaction that a second ASM is not required, Equity will not unreasonably deny the Engager's request to engage only one (1) ASM for a production. In any case, the Engager will engage sufficient Stage Management staff to ensure the safe, efficient and artistic running of the production.

(D) Category C Productions

For Category C Productions, the Engager shall at all times engage one (1) Stage Manager, one (1) Assistant Stage Manager and one (1) Apprentice Stage Manager. Should it be anticipated that due to the needs of the production that an additional Assistant Stage Manager will be necessary to ensure the safe, efficient and artistic running of the production, the Engager will discuss the Stage Management staffing with the Stage Manager and Equity.

(E) Other Activities

For other activities utilizing Equity Artists, Stage Management staffing will be determined by the mutual agreement of the Engager and Equity.

40:07 Rest Period

Stage Management personnel who are unable to take the two-and-a-half (2 1/2) hour rest period stipulated in Clause 42:05 Rest Period Prior to Presentation must have a rest period of at least one (1) hour between the conclusion of the trip and the half-hour call.

40:08 Performance of Duties

Only the personnel properly so contracted may perform the actual duties of stage management as herein defined.

40:09 Rehearsals Moved to New Location

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

40:10 Duties and Responsibilities of Stage Management

The Stage Manager shall be responsible for reading the Equity Liaison election statement at the first rehearsal and for conducting the election in a proper manner. The Stage Manager, in consultation with the Director, shall be responsible for the calling of all rehearsal breaks (See Clause 16:03(A), Rest Periods and Clause 16:09, Meal Breaks).

40:11 Calling of Rehearsals and Other Calls

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

40:12 Organization of Rehearsals and Performances

The Stage Manager shall organize and supervise all rehearsals and performances and, in conjunction with the Equity Liaison, shall endeavour to enforce the terms and conditions of this Agreement.

40:13 Production Score

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

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

40:14 Maintenance of Artistic and Technical Intentions

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

40:15 Production Meetings, Staging Rehearsals, Scene Change Rehearsals and Cueing Sessions

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

The Stage Manager shall be present at all staging rehearsals.

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

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

Where the Stage Management personnel attend production meetings or are present at scene change rehearsals or cueing sessions which infringe on overnight rest periods, meal breaks, Free Days and/or statutory holidays or which result in exceeding the work hours provided for in Clause 40:05(B) Maximum Hours of Work, the Artist shall invoice the Engager for additional services at the applicable rate in Clause 13:09(E) Additional Services.

40:16 Delegation of Duties

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

40:17 Prohibited Duties

The Stage Manager may not be required to fulfil the duties of a lighting designer as part of the Stage Manager's contracted stage management duties.

40:18 Scheduling of Set-up, Strike, Take-ins, Take-outs

The Stage Manager may be required to schedule and may have responsibility for, and control of set-ups, strikes, take-ins and take-outs as required by the Engager. If, on the final day of the engagement, the Stage Manager is required to supervise the strike and take-out beyond twelve o'clock midnight, the Artist shall invoice the Engager for additional services at Rate 1 of Clause 13:09(E) Additional Services. On tour if the Stage Manager is held responsible for set-ups and strikes, the Stage Manager must be present for same.

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

(A) Infringe on Overnight Rest, Meal Breaks, Free Day and/or Statutory Holiday

which infringes on overnight rest, meal breaks, a Free Day and/or statutory holiday, the Artist shall invoice the Engager for additional services at the appropriate rate of Clause 13:09(E) Additional Services;

(B) Exceed Maximum Hours of Work

which results in exceeding the work hours provided for in Clause 40:05(B) Maximum Hours of Work, the Artist shall invoice the Engager for additional services at the appropriate rate of Clause 13:09(E) Additional Services.

40:19 Control of Backstage

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

40:20 Making Calls

The Stage Manager is responsible for making "calls".

(A) Definition

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

(B) Frequency

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

40:21 Running and Control of Performance

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

40:22 Selection of Stage Management Staff

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

40:23 Financial Responsibility

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

40:24 Duties of Engager

Stage management personnel shall not negotiate fees or carry out any other function which is normally the duty of the Engager, relevant to contracts.

40:25 Duties of Union Members

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

40:26 Serving Meals

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

40:27 Understudying and Performing

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

40:28 Responsibility of Assistant Stage Managers

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

40:29 Responsibility of Production Stage Manager

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

40:30 Payment of Additional Duties

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

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

40:31 Health and Safety

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

40:32 Stage Management Apprentices

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

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

(A) Registration

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

(B) Minimum Engagement

In order to qualify for an apprentice credit with the Engager, the Apprentice Stage Manager shall be engaged for the rehearsal period and run of any production, for at least a span of two (2) weeks. During this period, the Apprentice Stage Manager shall work under the supervision of the Stage Manager in consultation with the Engager's designated representative during the rehearsals, cueing sessions and scene change rehearsals and performances.

(C) Minimum Number Per Season

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

(D) Reduction of Staffing Provisions

It is not the intention of the Stage Management Apprentice program to reduce the stage management staffing provisions of Clause 40:06 of the Vancouver Opera Agreement.

40:33 Exclusions

The following Articles and Clauses do not apply to stage management:

- 7:07 Audition Code
- 17:00 Costume Fittings
- 19:00 Costumes, Wigs, Shoes, and Make-Up
- 29:00 Billing, Photos, and Programs (29:06, 29:07, 29:08 and 29:12 excepted)
- 30:00 Photograph Calls and Publicity
- 32:00 Understudies
- 42:05 Rest Period Prior to Presentation

41:00 TOURING

41:01 Definition of Run-Out Tour

A run-out occurs when the Artist leaves the Point of Origin as defined in Clause 15:12 Point of Origin for a period not to exceed ten (10) hours from departure point to drop off point in a given day. The meal payments as provided for in Clause 13:10(B)(ii) Local Touring Per Diem will apply solely when the Artist is outside the Point of Origin as defined in Clause 15:12 Point of Origin.

41:02 Free Day

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

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

41:03 Tour Itinerary

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

41:04 Tour Itinerary and Mail

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

41:05 Equity Travel Insurance

(A) Requirement

The Engager will provide coverage under Equity's travel insurance plan, at the Engager's expense for all Artists who are required to tour. This requirement includes, but is not limited to, local, regional, run-out and overnight tours.

(B) Premiums

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

- (ii) For the length of this Agreement, the premiums shall be six dollars (\$6.00) per Artist for tours lasting up to twenty-nine (29) days, or ten dollars (\$10.00) per Artist for tours lasting thirty (30) through ninety (90) days. For each day in excess of ninety (90) days, the travel insurance premium is twenty cents (\$0.20) per day, per Artist.

(C) Included on Invoice

Travel Insurance premiums will be included on the invoice sent to the Engager.

Placement of travel insurance under Equity's plan does not replace the need for additional insurance for items that are not included or sufficiently covered by Equity's plan.

41:06 Travel Conditions

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

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

41:07 Routes of Travel

The Artist shall travel with the company by such routes as the Engager may direct. Travel time is deemed to be consecutive and all waiting periods between alighting from one (1) vehicle and boarding another vehicle shall be part of travel time. The Engager shall, at the Engager's own expense, transport the Artist when the Artist is required to travel. Should any performance be lost through any delays in travel not caused by the Artist, the loss of said performance shall not affect the Artist's contractual fee.

41:08 Return to the Point of Origin

(A) Under Contract

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

(B) After Contract

Should an Artist's contract expire while on tour, the Artist shall be returned to the Point of Origin on the following day and shall receive one-seventh (1/7) of the Artist's weekly contractual in-town fee plus the applicable meal payments provided for in Clause 13:10(A)(ii) Overnight Per Diem.

(C) Application

The provisions of Clause 41:08(B) apply only to those Artists whose weekly fee is less than one hundred and twenty-five percent (125%) of the applicable minimum weekly fee.

41:09 Lodging on Tour

Whenever the company performs away from the point of origin, the Engager shall be responsible for providing single occupancy lodging for all Artists and the Engager shall furnish a list of at least two (2) options when available. Supplied lodging will be of a standard equivalent to a three-diamond or star standard (as classified by CAA travel) except where no such class exists in which case the standard will be of an equivalent class which does exist as determined by similar travel websites (example: Expedia.ca).

At least two (2) weeks prior to the departure date, the Engager will submit this list to the Company. Within one (1) week thereafter the Artist must either accept the provided lodging or notify the Engager of the Artist's preference to arrange their own lodging. When the Artist arranges their own lodging, the overnight per diem rate in Clause 13:10(A)(i) Overnight Per Diem shall be paid to the Artist.

Unless the Artist notifies the Engager of their acceptance of such lodging, the Engager shall be relieved of further responsibility. If the Artist has complied with this requirement and does not receive lodging upon arrival, the Artist shall not be required to rehearse or perform until such lodging is forthcoming.

If the Artist makes changes to provided lodging that has been previously agreed, the Artist may be held responsible for any charges incurred by the Engager as a result of the changes unless the lodging is not safe and/or clean or not materially of the nature represented to the Artist.

The Engager will endeavour when securing lodging to protect the Artist against any form of discrimination.

42:00 TRANSPORTATION

42:01 Travel Time

(A) Limits

- (i) Where the total travel time exceeds:
 - (a) five (5) hours on a one (1) performance day;
 - (b) eight (8) hours on a non-performance day;the Artist shall invoice the Engager for additional services as defined in Clause 42:01(C) Payment for Exceeding Travel Time.
- (ii) No travel is permitted on a two (2) performance day.
- (iii) Travel time shall be limited to thirty-eight (38) hours per week (additional service hours excepted).

(B) Daytime Travel

Daytime travel shall be limited to ten (10) hours. Night travel is prohibited as expressed in the clauses covering each method of transportation.

(C) Payment for Exceeding Travel Time

If the applicable travel time set forth in 42:01(A) Limits above is exceeded, the Artist shall invoice the Engager for additional services at Rate 1 of Clause 13:09(E) Additional Services.

42:02 Route Sheet and Travel Log

At least one (1) week prior to the commencement of the tour, the Engager shall provide a route sheet which shall contain places of performance, mileage between cities and estimated hours of travel to the Stage Manager and Equity Liaison(s). Subsequent route sheets shall be submitted to the Stage Manager and the Equity Liaison(s) as further bookings are arranged, or if changes are made.

A travel log will be kept which will contain at least the following:

- (i) departure and arrival times (each hotel);
- (ii) comfort stop times; and
- (iii) meal stop times

The Equity Liaison will initial the log daily, indicating only that they are aware of the figures entered.

42:03 Rest Period Before Departure

There shall be an interval of at least eleven (11) hours between the final curtain, on any one night, and the call for the next day's travel. In the case of consecutive days being completely devoted to travel with no performance, there shall be an interval of at least twelve (12) hours between the termination of one day's journey and the beginning of the following day's journey.

42:04 Prohibited Travel Time

In no case shall bus or motor vehicle travel begin sooner than 8:00 a.m.

42:05 Rest Period Prior to Presentation

When the Artist is required to participate in a one (1) hour presentation after the conclusion of a trip, there shall be one (1) free hour from the time of arrival at the hotel to the time of the next call. If the time of presentation is less than two (2) hours but greater than (1) hour there shall be a one-and-a-half (1 1/2) hour free period from the time of arrival to the time of the next call and if the presentation time is greater than two (2) hours there shall be a two-and-a-half (2 1/2) hour period free from the time of arrival at the hotel until the time of the next call.

42:06 Rest Period Between Calls

In no case shall there be less than one-and-a-half (1 1/2) hours between the end of the previous rehearsal or performance and the "half-hour" or the Artist's next call. If a previous rehearsal or performance (or arrival in town) is less than one-and-a-half (1 1/2) hours prior to the "half-hour" or the Artist's next call, the Engager will arrange to serve a full meal and such meal shall be paid for by the Engager.

42:07 Tolerance for Delays

There shall be a two (2) hour tolerance for delays caused by inclement weather, mechanical failure, delays in departure of commercial carriers, or other conditions over which the Engager has no control, including time lost going through customs and immigration at international borders.

42:08 Prohibition on Exceeding Limits

No more than two (2) hours of additional travel may be scheduled on any one (1) day without the express consent of Equity. The Engager agrees that if any daytime trip exceeds seven (7) hours in computed travel time the Artist will not be required to rehearse.

42:09 Reimbursement for Travel Expenses

For a tour, the Artist shall be responsible for transporting the Artist's self and personal hand luggage to and from the designated point of departure/arrival at the Point of Origin, but the Engager will pay the cost of, or reimburse the Artist for, such transportation. Payment shall be made in the week said expenses were incurred by the Artist upon presentation of a receipt.

42:10 Proof of Insurance

The Engager agrees to submit proof to Equity, in writing, that the carrier company carries public liability insurance of at least one million dollars (\$1,000,000) on each vehicle employed.

42:11 Rail Transportation

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

42:12 Transportation (Air)

The Artist may travel by airplane subject to the following conditions:

(A) Unwilling

Should the Artist be unwilling to travel by air, the Artist must advise the Engager before signing the engagement contract (see also Clause 22:01 Transportation of Artist by Engager). All flights shall be on regularly scheduled airlines, or, with special permission, on a chartered flight or military aircraft. Such permission by Equity will not be unreasonably withheld.

(B) Calculation of Travel Time

Air travel time shall be computed from the time of call for departure from the designated Point of Departure until time of arrival at destination (hotel or theatre) and is to include travel to and from airport, all waiting time at terminals, flight time and stopover time, and all delays of any nature, whatsoever, however caused, except that there shall be a two (2) hour tolerance for delays in departure caused by inclement weather, mechanical failure, delays in departure of commercial carriers, or other conditions over which the Engager has no control, including time lost going through customs and immigration at international borders.

(C) Time Zones

Where more than two (2) time zones are crossed in travel, rehearsals or performances on the same day must be arranged with Equity in advance otherwise the Artist shall not be required to rehearse or perform.

(D) Cancelled Departure

Should departure by airplane be cancelled, adequate lodging shall be made for each Artist, including lodging between 12:00 midnight and 8:00 a.m., in the same hotel if at all possible, or in hotels reasonably adjacent to each other. Stopover time ceases when lodging is provided as above but will recommence if a travel call is given before 8:00 a.m. If the journey recommences before 8:00 a.m. at the requirements of the Engager and not due to the airline's rescheduled departure the Artist shall invoice the Engager for additional services at Rate 2 of Clause 13:09(E) Additional Services for each hour or part thereof in which services were provided prior to 8:00 a.m.

(E) Travel by Artist Separate from Company

When the Artist travels separately from the remainder of the company, at the requirement of the Engager, the Artist must be provided with lodging equivalent to those of the rest of the company at all times.

(F) Night Travel

Night travel between the hours of midnight and 8:00 a.m. is prohibited.

42:13 Transportation (Boat)

The terms and conditions of boat travel must be agreed upon between Equity and the Engager in advance of such travel before it may take place. This Clause does not however apply to ferryboat trips of four (4) hours or less which are governed (including transportation to and from the ferry), by the provisions of Clause 42:14 Transportation (Bus).

42:14 Transportation (Bus)

(A) Comfort and Safety

The Engager agrees that the bus shall be equal in comfort, conditions and safety to those used by first-class long distance commercial bus companies. The bus shall be thoroughly cleaned each day and the driver will be responsible for the loading and unloading of luggage.

The Engager shall instruct the driver to obey all traffic regulations, and speed and safety rules.

(B) Replacement Bus

In the event the bus used to commence a tour requires replacement, such replacement bus shall meet the same standards as to seating capacity, luggage facilities, ventilation and heating facilities as the original bus. Such replacement shall take place within no more than five (5) days from the date of the breakdown.

Where such replacement does not take place within the time specified above, the Artists shall have the right to refuse to travel by bus. Where such replacement bus arrives within the time specified above but is not up to the standards of the initial bus, the Artists shall have the right to refuse to travel by bus. Should there be more than three (3) breakdowns in a one (1) month period Equity shall have the right to require the Engager to furnish a different bus.

(C) Calculation of Travel Time

Travel time shall commence and be computed from the time the bus is scheduled to leave. The Artist shall be prompt and punctual for all bus calls and shall make the Artist's 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 pick-up at a second hotel, in which event travel time shall commence from the scheduled departure from the second pick-up. Computation of travel time shall end upon arrival of the bus at the first hotel in the town of destination.

(D) Comfort Stops

There shall be a minimum of one (1) comfort stop of at least ten (10) minutes during each two (2) hours of travel. The first ten (10) minutes of such comfort stops shall be deemed part of the travel time. Time beyond the first ten (10) minutes, if any, shall not be deemed part of the travel time.

(E) Meal Stops

Within the first four (4) hour travel period, there shall be a meal stop of not less than one (1) hour. After this first stop, meal stops shall occur at intervals not to exceed five (5) hours. If the trip does not commence until after 12:00 p.m., the first meal stop need not occur for five (5) hours. The actual time utilized for such meal stops shall not be considered part of the travel time.

(F) Arrival at Destination and Travel to and from Theatre

The bus, upon arriving at its destination, will immediately deliver the Artists to their hotels. In every case where the theatre is situated more than one-half (1/2) mile from the hotel, the Engager will provide transportation to the theatre. The time of the bus' departure shall be no later than forty-five (45) minutes after the final curtain. Should the Artist miss the bus, the Artist must arrange transportation at the Artist's personal expense.

(G) Prohibited Travel Time

Night travel between the hours of 10:00 p.m. and 8:00 a.m. is prohibited except where the Artists are transported back to their hotel after a performance, in which case such travel is permitted on condition that it does not exceed one (1) hour and that it is completed by 12:30 a.m.

42:15 Travel by Van, Mini Bus, or Automobile

Permission is given to travel by van, mini-bus, or automobile (or other vehicle with Equity's written permission) according to bus Clauses 42:14(A), (B), (C), (D), (E) and (F), and to the following conditions:

(A) Mechanical Certification

The Engager agrees that the vehicle used to transport the Equity members shall be in first class mechanical condition to be attested to in writing by a licensed mechanic or provincial department of transport. A copy of this certificate shall be filed with Equity prior to the commencement of the tour upon request of Equity.

(B) Seating

The maximum number of passengers shall be no more than the number of seat belts installed in a vehicle.

(C) Luggage and Equipment

Luggage and equipment is to be safely stowed within the vehicle, provided it does not cause inconvenience to the passengers and does not obstruct or restrict the driver. No luggage or equipment shall be carried on the roof of a vehicle unless it is safely loaded, secured, and covered.

(D) All Season or Winter Radial Tires

All season or winter radial tires shall be used at all times during winter travel.

(E) Vehicle Maintenance

The Stage Manager and/or one of the drivers will be responsible for seeing that the safety of the vehicle is properly maintained according to a check list supplied by the Engager.

(F) Drivers

If a non-professional driver is used, said driver will be appropriately licensed for the size, class, and passenger capacity of the vehicle. If the Equity member is required to drive the vehicle, the member shall be paid an additional fee as specified below per day or part thereof for this duty.

2025-2028	
Driving Fee	\$29.27

No driver may drive more than four (4) consecutive hours excluding rest stops. No driver may drive unless the driver has had the applicable overnight rest period.

(G) Road Conditions and Weather

When weather conditions indicate that travel could constitute a danger, the Stage Manager and the Equity Liaison together shall obtain a road/weather report from the police or department of transport in advance of intercity travel. When such report advises against travel, the Stage Manager and Equity Liaison, together have the right to postpone travel until conditions improve, and must notify the Engager of such conditions as soon as possible.

42:16 Exceptions for Ferry Transportation

For Artists engaged pursuant to Article 44:00 VOIS, the following exceptions to Article 42:00 Transportation shall apply for ferry transportation.

If the schedule requires, ferry travel between midnight and 8:00 a.m. shall be permitted provided that the Engager provides single occupancy sleeping quarters at no cost to the Artist.

The meal break in accordance with Clause 44:03(C) Breaks may be scheduled during travel by ferry provided that the passage is longer than eighty (80) minutes and there are suitable restaurant facilities available on board.

43:00 OVERSEAS RIDER

If the Engager desires to present the company outside Canada and the continental United States, special permission must be obtained from, and arrangements must be made with Equity, in advance in writing. Such permission and arrangements shall constitute an Overseas Rider to each standard contract and will set forth all terms and conditions for such tour.

For travel outside of the continental United States and Canada, the applicable meal allowance shall be seventy-five percent (75%) of the C-Day 1-30 rate (including incidentals) rate for the city/region set by the National Joint Council or at the minimum set in Clause 13:10(A)(i) Overnight Per Diem, whichever is greater.

Equity will consider proposals for a reduction below these rates, provided that the Engager is able to demonstrate a commensurate reduction to the Artist's expenses.

In addition to this meal allowance, the Engager shall provide each Artist with lodging of a North American first-class standard, satisfactory to the Artist, at no cost to the Artist. The Engager will endeavour to provide single occupancy lodging for all Artists subject to availability, but as a minimum requirement, the Engager shall provide Artists engaged in a Supporting, Featured, or Lead role and Stage Managers with single occupancy lodging.

44:00 VANCOUVER OPERA IN SCHOOLS (VOIS) TOURING ENSEMBLE

44:01 Duties of the Artist

The VOIS Touring Ensemble Artist may be required to rehearse, perform and participate in the following services (collectively, the "Services"):

- (i) concerts: non- and semi-staged;
- (ii) non-staged concerts and/or promotional work for the Engager or the Engager's sponsors provided they are less than ninety (90) minutes in length;
- (iii) workshops, concerts, capsule versions of an opera, complete performances of an opera;
- (iv) meetings called by the Engager;
- (v) outreach programs;
- (vi) school touring;
- (vii) regional touring;
- (viii) music and/or staging rehearsals.

44:02 Hours of Work - General

Working hours in a week shall not exceed forty-five (45) including all breaks and rest periods, where presentations are given in the point of origin and/or on a local tour (not overnight) and fifty (50) hours on tour (overnight and away from the point of origin). In the case of a week with both local and overnight touring, an additional one (1) hour for each overnight touring day shall be allowed to a maximum of fifty (50) hours.

When working on activities as outlined in Clause 44:01, the Artist may work six (6) hours per day out of a ten (10) hour span, six (6) days per week. Travel time is excluded from the six (6) working hours. The Ensemble Artist may be required to provide services deemed to be performance for a maximum of four (4) hours per day. For any services provided in excess of these hours, the Artist shall invoice the Engager for additional services at Rate 1 of Clause 13:09(E) Additional Services.

44:03 Hours of Work

(A) Maximum Hours of Work

- (i) The working day is limited to ten (10) consecutive hours and may include travel, rehearsal and performance, and participation in the activities identified in Clause 44:01 Duties of the Artist. Hours deemed to be performance shall not exceed four (4) hours per day nor shall they exceed sixteen (16) hours in any engagement week. Performing time shall be computed from curtain to curtain.
- (ii) On a day where one (1) school presentation and one (1) evening community program are scheduled, the day's work may be extended to a maximum of twelve (12) consecutive hours provided the Artists have three (3) consecutive hours of free time between the end of service for the first presentation and the call for the evening presentation(s).

(B) Maximum Services Per Week (Performance Weeks)

- (i) The Artist shall not be required to participate in more than ten (10) Services per week, not more than two (2) of which may be longer than forty-five (45) minutes.

A maximum of seven (7) performances (including two (2) in excess of forty-five (45) minutes) may be included in the ten (10) Services per week, and there may be up to seven (7) setups and strikes per week.

A performance is defined herein as one presentation of the forty-five (45) minute school touring adaptation, or one ninety (90) minute plus intermission community presentation.

The Engager may program a Q&A / Talk-back following a performance, not to exceed ten (10) minutes. A Q&A / Talk-back shall not be considered a separate service.

- (ii) The Artist will not be required to participate in more than two (2) such performances per day.
- (iii) If there are five (5) days of performance in the same venue where there is only one (1) set-up and one (1) strike of the set within the five (5) day period, the maximum number of Services may include ten (10) forty-five (45) minute performances (two (2) per day over the five (5) day period).

(C) Breaks

- (i) There shall be a one (1) hour meal break after four (4) hours of work during which the Artist may not be required to work or provide any service for the Engager, including travel.
- (ii) The meal break may be adjusted to one-half (1/2) hour provided that such a day's work is limited to eight (8) consecutive hours.
- (iii) In any event the applicable meal break must occur after not more than five (5) hours of work unless all the Artists agree to postpone the meal break until a more convenient time. Except in such an instance, the Artist shall invoice the Engager for additional services at Rate 1 of Clause 13:09(E) Additional Services for continuous work in excess of five (5) hours.
- (iv) There shall be a twelve (12) hour overnight rest period between the end of work one day and the beginning of work on the next day (see Clause 16:03(B) Overnight Rest).

The Artist shall invoice the Engager for additional services at Rate 2 of Clause 13:09(E) Additional Services for any call which is earlier than the times stipulated above.

(D) Performance Preparation

- (i) There will be a fifteen (15) minute allowance for the Artist to get out of costume and make-up prior to the commencement of the meal break.
- (ii) On a day with two performances or more in the same venue, the time between the final curtain of each performance and the start of the next performance must be not less than forty-five (45) minutes in length.
- (iii) The Engager will ensure that the performing Artists have a period of at least thirty minutes (30) prior to the first performance of the day, and fifteen (15) minutes prior to any additional presentation solely to prepare for the performance.

For presentations longer than one-and-a-half (1 1/2) hours, this period shall be increased to thirty (30) minutes (see Clause 15:07 Half-hour Call).

(E) Scheduling

The Engager will endeavour to notify the Artist at least two (2) weeks in advance of the in-town or touring status of any given week. At least twenty-four (24) hours notice shall be given of any change in the schedule.

(F) Additional Services

- (i) For any work done in excess of the weekly and/or daily maximums specified herein, the Artist shall invoice the Engager at the appropriate rate of Clause 13:09(E) Additional Services.
- (ii) The Artist shall not be required to provide any service whatsoever for the Engager on the designated Free Day. Should the Artist consent to rehearse on the Free Day, the Artist shall invoice the Engager for additional services at Rate 2 of Clause 13:09(E) Additional Services. The minimum call for a rehearsal on a designated Free Day shall be three (3) hours, whether or not the full three (3) hours are used.

- (iii) Notwithstanding this Clause 44:03(F), a sum equal to two-tenths (2/10) of the weekly fee shall be paid for each presentation in excess of the limits provided for in Clause 44:03(B).

(G) Rehearsal Hours Prior To First Public Presentation

Article 16:00 Rehearsals (with the exception of Clause 16:10) and Article 17:00 Costume Fittings shall apply.

44:04 Scenery Handling

(A) Artist Supervising Movement of Scenery

If the Artist is required to supervise or assist with take-in, set-up, strike or take-out, this requirement must be negotiated and agreed upon before the contract is signed and must be included in a rider to the contract. Nevertheless, it is agreed that no Artist shall be required to move, lift or carry scenery or equipment beyond the Artist's physical capability.

(B) Artist Moving Scenery

In a case where the Artist is literally moving scenery and equipment as opposed to supervising the movement of same and the total time involved in these operations exceeds one (1) hour for each presentation, the Artist shall invoice the Engager for additional services at Rate 1 of Clause 13:09(E) Additional Services.

(C) Maximum Times Per Day

The Artist shall not be required to set up and strike the school presentation scenery more than twice in one (1) day.

44:05 Touring, Transportation and Travel

(A) Exclusions

Except as amended in Article 44:00 VOIS, Articles 41:00 Touring and 42:00 Transportation (with the exception of Clauses 42:01 Travel Time, 42:04 Prohibited Travel Time, 42:05 Rest Period Prior to Presentation and 42:06 Rest Period Between Calls) shall apply.

(B) Responsibility of Engager

Transportation shall be provided to the Artists for all school presentations. The Engager shall also provide transportation to and from all engagements which are outside of the City of Vancouver. Notwithstanding, at the end of a presentation call where the remote location of the presentation venue or the infrequency of public transportation or the lateness of the hour could affect the Artist's safety, the Engager will arrange for the safe and convenient transportation from the venue without cost to the Artist. For events that are within the City of Vancouver, the Engager shall use its discretion regarding the need for transporting the Artists.

(C) Rest Periods and Prohibited Travel Time

The daily hours of travel will be in accordance with the limits of work specified in Clause 44:03 Hours of Work, except that the rest period requirement (Clause 42:03 Rest Period Before Departure) shall be adhered to at all times when travelling. Clause 42:06 Rest Period Between Calls shall not apply.

(D) First Call of the Day

The first call of the day shall not be earlier than 8:00 a.m. However, up to one (1) occasion a week, the first call of the day shall not be earlier than 7:30 a.m., and up to two (2) occasions a week, the first call of the day shall not be earlier than 7:00 a.m.

44:06 General Billing

(See also Article 29:00 Billing, Photos and Programs.)

Where no house boards are available and school and/or school board regulations do not permit distribution of a house program to students, one of the Artists will be given the responsibility of introducing the Artists, the Stage Manager, and said Artist to the audience. The Artist will also announce that they are a company of professionals who are members of Canadian Actors' Equity Association.

44:07 Equity Contracts

The Engager agrees to engage only members of Equity who shall be signed to contracts as per Article 27:00 Individual Engagement Contract. Non-professionals may not be engaged except with prior written permission of Equity.

44:08 School Breaks

Any hiatus for a school break shall be stated and agreed to in the contract between the Engager and the Artist, otherwise such a hiatus shall be deemed invalid. A permitted hiatus shall be subject to the following terms:

(A) Unpaid Hiatus

The Engager has the right to negotiate for up to one (1) week without remuneration during any official school break during the school year, provided that the engagement consists of not less than eight (8) paid-for weeks, and provided that there are no fewer than two (2) engagement weeks prior to and no fewer than one (1) engagement week subsequent to the hiatus.

(B) Artist's Services During Hiatus

Should such a hiatus be negotiated, the Engager shall not be entitled to the Artist's services during the hiatus period.

(C) Transportation of the Artist During Hiatus

The Engager further agrees that, when such a hiatus is negotiated, it shall pay the cost of round-trip transportation, as provided for in Clause 22:01 Transportation of Artist by Engager, to and from the Artist's place of residence plus the meal allowances as specified in Clause 41:08(A) Under Contract for any day spent travelling to and from the Artist's place of residence, provided the Artist arrives at said Artist's destination prior to 10:00 p.m. For any such travel day involving a later arrival at the Artist's destination or an overnight stay in transit, the Artist shall be paid one-seventh (1/7) of the contractual touring fee as provided for in Clause 13:10(A)(i) Overnight Per Diem.

44:09 Safety Equipment.

First aid kits and emergency travel equipment will be provided and carried by the company at all times when travelling.

44:10 Stage Management Staffing

The Engager shall engage one Equity VOIS Touring Ensemble Stage Manager in accordance with Clause 40:06 Stage Management Staffing Formula. In addition, the Engager may engage an Apprentice Stage Manager in accordance with Clause 40:32 Stage Management Apprentices. Should the Engager engage an Apprentice Stage Manager for a VOIS production, the Apprentice must be engaged for the entire rehearsal period and at least one (1) performance week.

44:11 Stage Management – Hours of Work/Additional Duties

Clause 40:05 Rehearsal and Performance Conditions shall apply prior to touring. Clause 44:03 Hours of Work shall apply to VOIS Stage Management while on tour; however, the Stage Management workday may extend to a maximum of eleven-and-a-half (11 1/2) hours to accommodate preparation time. Prep time and travel time shall not be included within the six (6) working hours.

Additional Duties shall be negotiated for the operation of lighting/sound/video equipment while on tour.

44:12 Temporary Engagement in the Event of Vocal Inability

(A) Walk On

In the case of illness that allows an Artist to "walk" their part, but not sing it, the Engager may engage another Artist to sing the vocal line from the side of the stage.

(B) Walk On Engagement

An Artist engaged for this purpose may be engaged as per Clause 47:05 Casual Presentations Policy.

(C) Replacement by PPIP Intern

A PPIP Intern may temporarily replace an ill Artist engaged under Article 44:00 VOIS in accordance with the provisions of Appendix B PPIP.

44:13 Engagement of Director for Revival

The minimum period of engagement (see Clause 26:02 Guaranteed Period) may be reduced to one (1) week for an Artist engaged to direct a revival of a VOIS production provided that:

- (i) the Artist was engaged to direct the previous production; and
- (ii) at least 75% of the cast and the Stage Manager from the previous production are engaged for the revival; and
- (iii) the revival production is mounted within six (6) months of the close of the previous production; and
- (iv) Clause 13:03 Engagement of Less than a Full Engagement Week shall not apply to an engagement of less than two (2) weeks.

45:00 CHORUS

45:01 Quota

(A) Staffing Formula

Up to and including choruses of thirty-five (35), all chorus members shall be members of Equity.

For choruses of greater size than thirty-five (35), the Engager is permitted to augment the chorus with non-professionals according to the following formula:

Chorus Total	Minimum Equity	Maximum Non-Equity
35	35	0
40	36	4
45	37	8
50	38	12
55	39	16
64	40	24
73	41	32
82	42	40

This formula is based on an all-Equity chorus of up to and including thirty-five (35) with a one-to-four proportion of Equity and non-Equity thereafter (one (1) Equity performer allowing for four (4) non-Equity performers) provided that the Equity performer is engaged first, until the thirty-ninth Equity member is engaged. Starting with the fortieth Equity member engaged, the ratio changes to one-to-eight (one (1) Equity performer allowing for eight (8) non-Equity performers) provided that the Equity performer is engaged first.

(B) Non-Equity Choristers

All non-Equity members must be signed to Non-Professional Affidavits and copies filed with Equity. Non-professional choristers will be required to become members of Equity after appearing in three (3) productions.

45:02 Right of Engager to Schedule

The Engager reserves the sole right to determine the number of non-staging and staging rehearsal hours required per production.

45:03 Staging and Non-Staging Rehearsals

The Engager may schedule staging and non-staging rehearsals in accordance with one of the following methods. The choice of scheduling option shall be evidenced on the face of the engagement contract at the time of issuance. For rehearsals scheduled Monday to Friday, the Chorus may not be called prior to 5:30 pm.

(A) Maximum Rehearsal Hours 14 Days Prior to Opening

Chorus singers may rehearse up to a maximum of thirty (30) hours. These rehearsals shall be scheduled no earlier than the Saturday fourteen (14) days prior to opening night, except as provided for in Clause 45:03(F) Call Prior to Beginning of Rehearsal. The minimum guaranteed fee for rehearsals under this Clause shall be one (1) week at the Performer rate as per Clause 13:09(A) Category A Fees.

(B) Maximum Rehearsal Hours 26 Days Prior to Opening

Alternatively, Chorus Singers may rehearse up to a maximum of forty-five (45) hours. These rehearsal hours shall be scheduled no earlier than the Monday twenty-six (26) days prior to opening night, except as provided for in Clause 45:03(F) Call Prior to Beginning of Rehearsal. The minimum guaranteed fee for rehearsals under this Clause shall be one-and-a-half (1 1/2) weeks at the Performer rate as per Clause 13:09(A) Category A Fees.

(C) Maximum Rehearsal Hours 33 Days Prior to Opening

Alternatively, Chorus Singers may rehearse up to a maximum of sixty (60) hours. These rehearsal hours may be scheduled no earlier than the Monday thirty-three (33) days prior to opening night except as provided for in Clause 45:03(F) Call Prior to Beginning of Rehearsal. The minimum fee for rehearsals under this Clause shall be two (2) weeks at the Performer rate as per Clause 13:09(A) Category A Fees.

(D) Additional Services

For any hours in excess of the maximum allowable in Clauses 45:03(A), (B), or (C) Maximum Rehearsal Hours, and provided such additional hours fall within the prescribed number of rehearsal days, the Artists will be paid at a rate of one-thirtieth (1/30) of the weekly Performer fee per hour or part thereof as per Clause 13:09(A) Category A Fees. Notwithstanding the above, should the Artist be required by the Engager to provide additional services during overnight rest periods, meal breaks, or on a free day, the Artist shall invoice the Engager for such additional services at the appropriate rate of Clause 13:09(E) Additional Services.

(E) Notice of Calls for Chorus Plus Artists

Chorus Plus Artists may be called for daytime rehearsal. The Engager shall endeavour to give forty-eight (48) hours notice of such calls. Should the Engager fail to give twenty-four (24) hours notice of a cancelled rehearsal, the Artist shall be paid two (2) hours at the hourly rate of one-thirtieth (1/30) of the minimum weekly Performer fee.

(F) Call Prior to Beginning of Rehearsal

Should the Engager so choose, and should the Chorus Singer be available, a Chorus Singer engaged for a production in a Season may be required by the Engager to attend one (1) three (3) hour non-staging rehearsal for that production up to one (1) week prior to the beginning of rehearsals, provided the rehearsal is scheduled on a non-performance/non-free day. The three (3) hour call shall be deducted from the maximum rehearsal hours permitted for that production.

(G) Sitzprobe

The Chorus shall attend the Sitzprobe unless it is deemed not musically appropriate to the work.

It is understood that the call to the Sitzprobe under this Clause is in addition to the usual music, staging, and technical rehearsal hours for that production.

45:04 Performances

The Chorus Singer shall be paid not less than one-quarter (1/4) of the weekly minimum fee for a Performer per performance for the run of the production, or one (1) week at the Performer fee as per Clause 13:09(A) Category A Fees, whichever is greater. For Artists engaged pursuant to Article 45:00 Chorus, this Clause shall supersede the provisions of Clause 13:03(A) Artists.

45:05 Off-Stage Performances

For productions in which chorus members sing off-stage only and do not appear on stage, the Artist may be contracted in the following manner.

(A) Minimum Guarantee Up to Nine Days After Opening

The minimum guarantee shall be two (2) weeks at the Performer rate as per Clause 13:09(A) Category A Fees. This fee allows for a maximum of thirty (30) hours of rehearsals to be held within the two (2) weeks prior to the opening night plus a maximum of seven (7) performances in a nine (9) day period starting with opening night.

(B) Additional Minimum Fee Ten Days After Opening

Performances which are scheduled after the ten (10) day period shall be paid for at the rate of one-quarter (1/4) of the weekly minimum fee for a Performer per performance.

45:06 Costume Fittings

Further to Article 17:00 Costume Fittings, costume fittings for the Chorus shall be scheduled at the mutual convenience of the Artist. The Engager shall provide the Chorus with available costume fitting times, and the individual Artists shall select times accordingly. Should none of the available fitting times be convenient to the Artist, the Engager shall make best efforts to make alternative arrangements with the Artist at another mutually convenient time.

Once the Artist has confirmed a costume fitting time, it may only be cancelled with a minimum of twelve (12) hours notice to the Engager prior to the call time. Otherwise, the fitting appointment shall be considered and respected as an official call time (See Clauses 5:04 Services Provided by the Artist and 10:02 Breaches by Artist).

46:00 DANCERS

46:01 Equity Membership

(A) Engager Responsibility

The Engager shall undertake to engage as many Equity dancers as possible.

(B) Engagement Contracts

All dancers must be signed to an Equity Engagement Contract.

(C) Working Conditions

Clauses regarding fees, rehearsal hours and performance conditions shall be the same for Dancers as they are for Chorus members.

47:00 CONCERTS AND CASUAL PRESENTATIONS

47:01 Definition - Concert

A "Concert" is a performance in which there are no sets, props, costumes or elements of theatrical staging. A "Concert" may be a performance of part or all of an Opera, Operetta or Musical.

47:02 Minimum Fees - Concert

It is agreed that the minimum fee for a "Concert" shall be not less than one thirtieth (1/30) of the applicable minimum weekly fee per hour for rehearsal and not less than one quarter (1/4) of the applicable minimum weekly fee per performance provided that the "Concert" does not replace the normal program of Category A, B or C repertoire or the existing performance programs of the Engager.

The applicable minimum fee for a Director engaged for an activity taking place under this Article 47:00 Concerts and Casual Presentations shall be calculated based on the following agreed upon weekly fee.

2025-2028	
2025-2026	\$2,501.33
2026-2027	\$2,576.37
2027-2028	\$2,666.55

47:03 Engagement of Stage Management - Concert

The need to engage a Stage Manager for a "Concert" shall be by mutual agreement between Equity and the Engager, such agreement to be made prior to contracting of any Artists for such activity.

47:04 Engagement Requirements for Recitals

When a "Recital" does not include the use of a chorus, Equity agrees that the Artist/Artists may waive their right/rights to be engaged with an Equity Engagement Contract. The Engager agrees to notify the Artist/Artists in writing of this right.

47:05 Casual Presentations Policy

The following constitute the special provisions for: Promotional/New Work Development; Schools/Community Outreach; One-off presentations. It is understood that this policy does not apply to full scale productions or any presentation which utilizes significant sets. These provisions apply primarily to the casual engagement of Equity Artists for the purpose of promoting the activities of the Engager and thereby promoting the development of Canadian Artists. These provisions may be utilized to workshop an existing work or develop new works by contemporary Canadian composers in a workshop/development activity environment.

The Engager shall make best efforts to engage existing Equity members for all presentations under the provisions of this Clause and shall engage existing Equity members for all operatic vocal performances. However, in the interest of fostering community engagement and increased representation of voices that may be underrepresented in the Engager's mainstage programming, for casual presentations, the Engager may in consultation with Equity engage non-professional artists or groups. The Engager will provide the rationale for each such engagement to Equity, and Equity's consent will not be unreasonably withheld. The requirement for VOA engagement contracts will be determined by Equity on a case-by-case basis, but non-professional artists or groups may not be required to join Equity.

(A) Minimum Fees

Minimum fees shall be based on the applicable minimum weekly fee in the applicable production level, Category A, B or C or VOIS.

- (i) Hourly rate for rehearsals (minimum two (2) hour call based on one-thirtieth (1/30) of the applicable weekly minimum fee per hour).
- (ii) For engagements of one (1) week or more, there shall be a minimum of one (1) free day within each engagement week.
- (iii) The minimum fee for performances (maximum three (3) hour call) will be one-fifth (1/5) of the applicable weekly minimum fee per performance/presentation.
- (iv) For short engagements where the total performance call time is one (1) hour or less, the performance time is thirty (30) minutes or less, the performance venue is within fifteen (15) kilometers of the Artist's residence, and no more than one (1) hour of rehearsal is required, and the performance piece is already within the Artist's repertoire, the total fee for the engagement will be as specified below.

2025-2028	
Short Engagements Fee	\$189.07

- (v) The applicable minimum fee for a Director engaged for an activity taking place under this Clause 47:05 Casual Presentations Policy shall be calculated based on the following agreed upon weekly fee.

2025-2028	
2025-2026	\$2,501.33
2026-2027	\$2,576.37
2027-2028	\$2,666.55

(B) Program Billing in Eventual Production

The names of all the Artists engaged in the development of a new opera will be credited in the program of any full production of that opera within five (5) years of the Category A, B or C premiere production of the opera.

(C) Preparation and Presentation

The Artist(s) may not be required to memorize music and words for workshops and workshop presentations. There is to be no requirement for the Artist to produce a finished performance, should there be a public presentation of the work.

(D) Showcase Engagement

This Clause applies to showcase presentations by the Engager of performances of entire VOIS productions, excerpts from new works for Category A, B or C, workshops, discussion periods, or any combination thereof. Showcase presentations are defined as demonstrations of presentations before potential presenters only, for the sole purpose of promoting future sales of the presentations. Showcases may take place under the umbrella of a contact event, concurrent with a contact event, or may be separately organized. Except for subsidy of incurred expenses, the Engager must not earn revenue.

47:06 Engagement of Artist – Application of Agreement

All terms of this Agreement shall apply with the exception of Clause 26:02 Guaranteed Period.

48:00 YULANDA M. FARIS YOUNG ARTISTS' PROGRAM (YAP)

Preamble

The focus of this program is on the training and development of aspiring performing Artists for opera. The program is intended to benefit Canadian singers and stage directors who have completed pre-professional training in an opera program or university. It serves as a bridge between academic programs and the professional world of opera, offering the experience and practical skills necessary to succeed as self-employed professionals in a highly competitive performing environment. The program is part of the Engager's ongoing commitment to mentoring emerging Canadian Artists in a supportive and engaging environment.

The Engager agrees to provide training for Artists engaged as Young Artists' Program (YAP) participants and such training shall be considered an essential element in the work. Training for YAP Artists shall be compulsory and will be scheduled within the normal span and working hours of the Young Artists' Program. In no event shall compulsory training be scheduled on the free day.

An Artist may not be engaged in the Young Artists' Program for more than two (2) Seasons.

A YAP Artist is subject to the membership provisions of this agreement.

Any activities provided for in this Appendix may not replace regular programming.

Except where as specifically amended in this Article, all other terms and conditions of this Agreement shall apply.

48:01 YOUNG ARTISTS' PROGRAM (YAP) PERFORMING ARTIST

A YAP Artist is an Artist engaged to perform, rehearse and receive training for a period between twenty (20) and twenty-eight (28) weeks, which need not be consecutive, in a season (July 1 - June 30).

(A) Roles Stated on Contract

The specific roles (including understudy roles) and productions (with relevant dates) in which the Artist will perform shall be clearly stated on the Artist's engagement contract.

(B) Role Assignment Cancelled or Changed

A role assignment may be cancelled by mutual agreement between the Artist and Engager without lessening the Artist's fee. Where appropriate due to the development of the Artist or based on changes in the Artist's voice, the Artist's role assignment may be changed by mutual agreement between the Artist and the Engager without additional compensation, Equity consenting. In such case, the Artist shall be relieved of any further obligation to rehearse, understudy, or perform the originally contracted role assignment.

(C) Requirement to Participate in Programs

Additionally, the YAP Artist may be required to rehearse, perform and participate in the following:

- coaching classes and professional development programs
- master classes
- breathing and/or exercise/nutrition classes and lectures
- dance classes
- fight classes
- individual artist lectures
- lecture demonstrations
- workshop demonstrations
- concerts
- shopping centre programs
- YAP productions (including Lower Mainland touring)
- children's programs
- park concerts
- community engagement performances, forums and lectures
- cabaret performances
- promotional work for the Engager's corporate sponsors
- workshops, concerts, lecture demonstrations, capsule or mini-versions of an opera, complete performances of an opera
- dramatic coaching, movement or dance classes, vocal classes and private vocal instruction
- meetings called by the Engager
- residency programs
- outreach programs
- special Chorus situations as follows:
 - the Artist performing as a Soloist (not including understudy) may also sing Chorus parts
 - where the Artist is expected to perform as a member of an ensemble designated by the composer as a recognizably individual character.

(D) Artist Deemed to be Working

When an Artist is required to rehearse, perform, travel and/or participate in any of the programs or activities listed above, the Artist is deemed to be working. All of the terms and conditions of this Agreement shall apply to the YAP Artists, except as specifically amended in this Appendix. The Artist's engagement contract will bear a rider stipulating that the Artist is specifically engaged as a YAP Artist under the terms of this Article.

(E) Participation in a Category A or B Production

Throughout the course of the Young Artists' Program a minimum of forty percent (40%) of the hours worked will be directed towards training activities and a maximum of sixty percent (60%) of the hours worked will be allotted to Category A or B production rehearsals and performances.

Any such roles shall be stated on the Artists' engagement contract(s).

(i) Understudy, Comprimario, or Supporting Roles

The YAP Artist may participate in a Category A or B production in understudy, supporting or comprimario roles as a part of their participation in the Young Artists' Program.

A YAP Artist may be engaged to understudy a role in a Category A or B production; however, in the event that they perform the role they must be paid not less than the amounts stipulated in Article 32:00 Understudies of this Agreement.

A YAP Artist may be engaged in a comprimario role (as defined in this Agreement, and as provided for in the agreed upon Appendix A Categorization of Roles in a Category A or B production provided that they are paid not less than the amount specified in Clause 13:06 Additional Engagement of this Agreement for the duration of the production.

A YAP Artist may be engaged in a supporting role (as noted in the agreed upon Appendix A Categorization of Roles) in a Category A or B production provided that they are paid not less than the minimum fee for a Performer in Clause 13:09 Minimum Fees of this Agreement for the duration of the production (rehearsals and performances).

(ii) Lead or Featured Roles

A YAP Artist in their second Season, may, with the prior written permission of Equity, participate in a Category A or B production in featured or lead roles as a part of their participation in the Young Artists' Program. An Artist contracted to perform a featured or lead role will be compensated at the minimum fee for a performer as per Clause 13:09 Minimum Fees.

(F) Young Artists' Program Production

A Young Artists' Program production is defined as a production where the majority of the principal roles as listed on the cast list page of the score are performed by members of the Young Artists' Program.

Should a Young Artists' Program production (including a touring production) be mounted the role(s) and production(s) will be clearly stated on the Artist's engagement contract(s) and shall be included in the duration of the engagement.

(G) Young Artists' Program Fees

The minimum weekly fee for an Artist in the Young Artists' Program shall be not less than as specified below:

2025-2028	
2025-2026	\$1,112.60
2026-2027	\$1,145.98
2027-2028	\$1,186.09

(H) Working Hours In Town

When working on a YAP production or projects or on a Category A or B production, the Artist may work six (6) hours per day out of a ten (10) hour span, six (6) days per week. There shall be one (1) free day in each week.

(I) Determination of Comprimario Category

"Bit" and "Chorus Bit" categories as noted in Appendix A Categorization of Roles will determine the Comprimario category.

(J) Hours of Work - Touring

Hours of work while participating in Lower Mainland Touring as outlined in Clause 44:03 Hours of Work shall apply with the following amendment:

A performance is defined herein as one community presentation of no more than ninety (90) minutes plus intermission.

- (i) The Artist shall not be required to participate in more than seven (7) performances per week.
- (ii) The Artist will not be required to participate in more than two (2) such performances per day.
- (K) **Scenery Handling - Touring**
Scenery handling while participating in Lower Mainland Touring as outlined in Clause 44:04 Scenery Handling shall apply.
- (L) **Compensation for Understudies**
There will be no additional compensation above the weekly YAP rate as stated above for YAP Artists who understudy. Any understudy assignments will be stated clearly on the Artist's Engagement Contract.
- (M) **Termination**
Article 34:00 Termination shall apply, but in the event that mutual agreement is not reached, then either party may give four (4) weeks' written notice to the other party, and the Artist's contract shall terminate at the end of the said four-week period.

48:02 **YOUNG ARTISTS' PROGRAM (YAP) STAGE DIRECTOR**

- (A) **Equivalent Training**
The Young Artist Program (YAP) Stage Director shall have the same training and participation requirements as the singers with training activities including those related to stage direction.
- (B) **Activities**
The YAP Stage Director will work with the Program Director, artistic staff and if appropriate a Directing Coach on putting together a program of scenes and excerpts which they would be responsible for any and all stage direction. The YAP Stage Director will also be required to prepare scene breakdowns, provide support to the creative team (as is customary) and work with the artistic staff on ensuring the artistic vision is realised.
- (C) **Minimum Fees**
 - (i) **YAP**
The minimum weekly fee for a Stage Director for the Young Artists' Program shall be not less than as specified below:

2025-2028	
2025-2026	\$1,236.23
2026-2027	\$1,273.32
2027-2028	\$1,317.89

- (ii) **Work on Category A, B or C Productions**

2025-2028	
2025-2026	\$1,584.84
2026-2027	\$1,632.38
2027-2028	\$1,689.52

A YAP Stage Director will work on Category A, B or C productions for a minimum of one (1) prep week, plus for rehearsals and performances.

48:03 **YOUNG ARTISTS PROGRAM (YAP) STAGE MANAGER**

- (A) **Requirement for a Stage Manager**
A Stage Manager will be required to be engaged for any presentations or productions that involve any of the following: staging, sets or set elements, props, costumes, make-up, etc.

(B) Minimum Fees

The minimum weekly fee for a Stage Manager for the Young Artists' Program shall be not less than as specified below:

2025-2028	
2025-2026	\$1,757.91
2026-2027	\$1,810.65
2027-2028	\$1,874.02

49:00 ARBITRATION

The parties hereto agree to adhere to and be bound by the following: except as provided by hereinafter, this Article will be subject to and construed by the laws of British Columbia.

49:01 Disagreement Between Engager and Equity

When there is a disagreement between the Engager and Equity regarding:

(i) Interpretation, Application, Operation

the interpretation, application or operation of this Agreement; and/or

(ii) Breach of Agreement

whether or not there has been a breach of this Agreement; and/or

(iii) Breach of Individual Contract

whether there has been a breach of an individual engagement contract; then either party may request, within five (5) business days, a meeting to discuss this disagreement. Should the parties fail to meet, the position of the party requesting the meeting shall prevail and both parties shall be bound by it.

If a meeting is held and the disagreement is not resolved to the satisfaction of both parties then either party may within two (2) weeks demand arbitration.

49:02 Time Limits

If either party does not demand arbitration within the two (2) weeks, then it is agreed that the position of the party initiating the process outlined in Clause 49:01 Disagreement Between Engager and Equity shall prevail.

49:03 Equity's Power to Act for Members

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

49:04 Demand for Arbitration

The Engager or Equity may demand arbitration for any dispute which may arise out of this Agreement.

49:05 Notice in Writing

A demand for arbitration shall be given by the party demanding arbitration to the other party by sending notice in writing by email, return receipt requested, to the other party at the other party's last known email address.

49:06 Specifics of Notice

A notice of demand for arbitration shall set out the matter in dispute and the relief claimed.

49:07 Appointment of Arbitrator

The parties shall agree on an Arbitrator as soon as possible after the sending of the demand for arbitration and if no agreement on the appointment of an Arbitrator can be reached, then they, or either of them, shall request the Minister of Labour of the Province of British Columbia to appoint an Arbitrator.

49:08 Procedure for Arbitration

The Arbitrator shall appoint a date and time for a hearing of the matter in dispute and both parties may appear and may call witnesses and may give such evidence as they deem just and proper.

49:09 Rulings of the Arbitrator Binding

The parties hereto agree to be bound by and to comply forthwith with the findings, rules and time limits set forth by the Arbitrator so appointed.

49:10 No Recourse to a Court of Law

The parties to this Agreement agree that no recourse shall be had to a court of law by either party unless and until the other party has failed to comply with these rules of arbitration.

49:11 Binding Nature of Arbitration

The parties to this Agreement agree that all disagreements and differences between the Engager, Equity and any Artist bound by this Agreement concerning its interpretations, application, operation or any alleged violation thereof, including any question as to whether any matter is covered by this Section or not, shall be finally and conclusively settled through arbitration under these provisions without stoppage of work or other job action, except for the withdrawal of services by the Artist provided for in Clauses 13:04 Fees, Non or Partial Payment, 20:13 Equity's Right to Inspect and 25:03 Posting of Security of this Agreement.

49:12 No Modification of Agreement

Nothing herein contained shall be deemed to give the Arbitrator the authority, power or right to alter, amend, change, modify, add to, or subtract from, any of the provisions of this Agreement.

49:13 Failure to Comply

Where the Engager fails to comply with these rules of arbitration, then Equity may declare that the Engager has committed a breach of this Agreement and may:

(A) Withhold Member Services

Allow no Equity member to be engaged or to continue to be engaged by the Engager.

(B) Engager Required to Pay Members Withdrawing Services

Require the Engager to pay forthwith all Equity members withdrawing from engagement:

(i) All monies accrued and owing to the member; and

(ii) As liquidated damages, an amount equal to all monies that would be payable to the member if the terms of the Agreement were completed, provided that no amount for liquidated damages shall be less than an amount equal to two (2) weeks' salary.

(C) Use of Security

Deduct forthwith from any security posted by the Engager the monies payable under Clause 49:13(B) Engager Required to Pay Members Withdrawing Services.

49:14 Arbitrator's Compensation and Expenses

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

49:15 Award of the Arbitrator Binding

The award of the Arbitrator shall be final and binding subject to the right of either party to have recourse to a court of law in British Columbia.

50:00 ENGAGER'S RIGHTS

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

The Engager has the exclusive right and power to manage its operations and direct the Artists, and to engage and discharge Artists subject to the terms of arbitration set out in Article 49:00 Arbitration of this Agreement.

51:00 EXPIRATION OF THIS AGREEMENT

51:01 Expiration Date

All contracts with Artists which expire after June 30, 2028, shall be deemed subject to such new Agreement as may be entered into between Equity and the Engager for the next or succeeding seasons.

APPENDIX A CATEGORIZATION OF ROLES

The Categorization of Roles as agreed upon between Equity and the Engager is available for download at www.caea.com.

Preamble

It is understood by Equity and the Engager that the Categorization of Roles and Chorus minimums form an integral part of the Vancouver Opera Agreement, and that these categories and definitions will be used in determining role categorization and chorus minimums for new works. In order for the Chorus minimums contained in the Categorization of Roles to be deemed to be met, the Chorus positions must be filled by Choristers engaged on Chorus Engagement Contracts.

(A) Categorizations: (L = Lead, F = Featured, S = Supporting, B = Bit, CB = Chorus Bit)

(i) Leading Role: A Major, Principal Role “(L)”

A primary character (or characters) in the Opera from whom all action spreads and around whom all action comes together. A protagonist or antagonist. The heroine, the hero, the villain or the victim whose pivotal position at the center of the plot is eminently vital to the development of the story. A leading role, in addition to its focal position in the plot, bears the greatest vocal and dramatic responsibility in the opera.

(ii) Featured Role: A Distinct Outstanding Role Given Special Prominence “(F)”

Not as dominant as a leading role, and not focal in its position relative to the plot. A distinguished character, nevertheless, usually requiring a quality voice and/or exceptional acting ability, dramatic presence, unique vocal range and/or vocal virtuosity. The role may have an important aria, duets, a complete scene or a complete act. “Feature” status may also apply to a prominent character involved in the intricate ensemble of an opera whose relationship has a complementary significance to the development of the plot, and who maintains vocal and dramatic presence throughout the opera.

(iii) Supporting Role: A Secondary, Intermediate, Auxiliary Role “(S)”

Sustains and strengthens the plot, while maintaining vocal and acting support throughout the action of the opera. A supporting role may have an aria or a duet, considerable amount of ensemble singing or particular acting requirements. It may be that a supporting role is not a sung role, but a significant Spoken “(Sp)” role. A supporting role may not, however be a Mute “(M)” role. Somewhat shorter roles which none the less fit the profile outlined above in their importance and connection to the plot are also classified as supporting.

(iv) Bit Role: A Small Role “(B)”

A minor role of limited size and scope in vocal and artistic demands, and of a lesser importance and intensity relative to the plot. It may be a sung, Spoken “(Sp)”, or Mute “(M)” role. A Bit role usually features at least several solo phrases of music or spoken lines; however, it may also refer to a Mute “(M)” role which appears as a named character in the cast list (face page) of the musical score. It is usually performed by a Soloist but may also be assigned to a Chorister or YAP Participant.

(v) Chorus Bit Role: A Small Role of Short Duration performed by a Chorister “(CB)”

In most cases a “Step-Out” sung or Spoken “(Sp)” role ranging from a single word to no more than a few solo phrases of music or lines of dialogue that is separate and unique from the music and text sung by the rest of the chorus. The role may be labeled generically (e.g. “Solo”, “A Man”) or may be a named character that appears in the cast list (face page) of the musical score. A chorus bit role may possibly require a costume change, in a brief scene not involving the chorus.

(B) Versions

It is acknowledged that many versions of the standard repertoire exist and sung and/or spoken lines are customarily truncated in performance. These factors may affect the classifications of the roles as cited in this Appendix, reducing those roles in importance. In the case where cut lines or music result in the excising of a role in its entirety, it is understood that the character in question is omitted from the cast.

(C) Mute Roles (M)

In the case of a Mute "(M)" role (with no sung or spoken lines), which appears as a named character in the cast list (face page) of the musical score, the role shall first be offered to an Equity Artist appropriate for the role (i.e. Chorister, YAP member, Dancer, or Actor) already engaged under a weekly contract in the production in question. The Artist will be credited in the Cast listing of the house program; however, it is understood that the Artist accepting the role will not receive any compensation for this role over and above the Artist's contractual fee. Artists accepting these roles may need to be available for rehearsal outside of the regular chorus rehearsal hours, and such availability would be a condition of accepting the role.

Where an appropriate Artist is not available and/or interested in accepting the Mute role, and where the role does not require any special theatrical skill or training, the role may be filled by a Supernumerary.

APPENDIX B	UBC/VANCOUVER	OPERA	PRE-PROFESSIONAL	INTERNSHIP
PROGRAM (PIIP)				

The Engager is committed to providing expertise and opportunity to young Artists and administrators early in their career paths. One of the most important collaborations the Engager undertakes is in its relationship with the Opera Program at the University of British Columbia (UBC).

The Engager seeks to institutionalize one aspect of this collaboration, singer training, through the Pre-Professional Internship Program. This Program is designed to provide University course credit to singers who undertake the goals outlined below. The program is not intended to be a performance training program, and the student will not – during the period of study – be required to perform for the Engager except as allowed for under Article 44:00 VOIS and Clause 44:12(C) Replacement by PPIP Intern or as described below;

- (A)** Up to four (4) young singers would be chosen jointly by the Engager and UBC to participate in each VOIS touring session as PPIP interns.
- (B)** To be eligible, student singers must be Canadian citizens or landed immigrants and full time students working towards a degree in vocal performance.
- (C)** UBC, the Engager, and the students shall consult in advance of acceptance in the program in order to fashion broad curriculum goals and a set of learning outcomes. UBC shall determine the final time and participation requirements for course credit.
- (D)** Students will receive UBC course credit for their participation.
- (E)** Interns may perform in the VOIS program in the event of vocal inability or sickness of a regular cast member to a maximum of ten (10) performances per VOIS touring session. After performing in four (4) performances, the singer will become an Associate Member of Equity and will receive compensation for subsequent performances as per Clause 44:12(B) Walk On Engagement. If a regular member of the VOIS cast is unable to perform for more than ten (10) consecutive performances in a VOIS touring session, the Artist will be replaced by a current Equity member. If there is no single current Equity member available or able to perform the role due to an inappropriate vocal range, the PPIP intern may continue to perform under Article 44:00 or Clause 44:12(B) Walk On Engagement as an Associate Member. With the consent of the Equity Singer being understudied and without loss of fee, the PPIP intern may perform in one (1) performance when a singer is not ill for the purpose of gaining performance experience. This optional performance is not included in the four (4) performances the singer may perform in prior to becoming an Associate Member of Equity.

- (F) If a PPIP Intern becomes an Associate Member of Equity under the terms of the PPIP, the Engager will pay the cost of the Associate membership administration fee on behalf of the intern.
- (G) The Student Intern may participate in the Pre-Professional Internship Program for a maximum of two (2) VOIS touring sessions.
- (H) Participation as a non-Equity chorister is possible through the regular chorus audition process and subject to Category A, B, or C/VOIS/UBC scheduling considerations.

Vocal and dramatic training will be both experiential and academic. Participants will undertake some or all of the following:

- (i) understudy a role of the VOIS Touring Ensemble during the VOIS rehearsal period;
- (ii) receive individual vocal coachings from the VOIS Music Director in the role they are understudying;
- (iii) receive a coaching from one Guest Artist in the Engager's mainstage season;
- (iv) receive drama coaching and/or workshop from the VOIS stage director or a mainstage assistant stage director during the season;
- (v) participate in a master class.

Other aspects of their pre-professional training will include:

- (i) the opportunity to develop a mentorship plan within another aspect of a professional opera company's administrative structure (artistic administration, stage or production management, marketing, or fundraising);
- (ii) participation in the Engager's biennial pre-professional workshop at UBC featuring:
 - (a) an opportunity to meet and interview an internationally recognized artists' agent.
 - (b) an opportunity to participate in mock-audition;
 - (c) an opportunity to have press kit and resume critiques;
 - (d) an opportunity to meet and interview a representative of Equity;
 - (e) if the PPIP intern has graduated from their post-secondary studies prior to participating in the workshop and is available for the subsequent scheduled workshop, Vancouver Opera will pay for transportation and lodging costs for the graduated PPIP intern to attend the subsequent workshop.

VOA

2025 - 2028

Canadian Actors'

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