
CANADIAN BALLET AGREEMENT

WITH THE ROYAL WINNIPEG BALLET

Agreement Begins July 1, 2005

Terminates June 30, 2008

**Between Canadian Actors' Equity Association
and the Royal Winnipeg Ballet**

ROYAL WINNIPEG BALLET

**CANADIAN
ACTORS'
EQUITY
ASSOCIATION**

TABLE OF CONTENTS

1.	ARTISTS COVERED	1
2.	MEMBERSHIP IN CAEA	1
3.	APPLICATION OF BENEFITS	1
4.	INITIATION FEES AND DUES	1
5.	ADMITTANCE OF CAEA REPRESENTATIVE ON ENGAGER'S PREMISES	2
6.	THE COMMUNICATION COMMITTEE	2
7.	INDIVIDUAL ARTIST'S CONTRACT: ENGAGER & ARTIST'S RIGHTS	2
8.	ASSIGNMENT OF ARTIST'S CONTRACT	3
9.	EXCLUSIVE SERVICE OF THE ARTIST	3
10.	LOWERING OF MINIMUMS AND WAIVERS PROHIBITED	4
11.	CHOREOGRAPHERS' CONTRACTS	4
12.	PAYMENT OF FEES	6
13.	FEES PAID IN LEGAL TENDER	6
14.	NON-PAYMENT OR PARTIAL PAYMENT OF FEES	6
15.	SECURITY DEPOSIT (BOND)	7
16.	DEFINITIONS	7
17.	APPRENTICE DANCERS AND STUDENTS	11
18.	FEES AND OTHER COMPENSATION	12
19.	MAXIMUM NUMBER OF PERFORMANCES	14
20.	ARTISTS NOT UNDER SEASONAL CONTRACT	14
21.	INTERMISSIONS AND CALLS	15
22.	REST PERIOD AFTER MATINEE	15
23.	CLOSING TIME OF PERFORMANCE	15
24.	SINGING AND SPEAKING ROLES	15
25.	REHEARSALS	15
26.	UNDERSTUDIES	18
27.	POSTING OF REHEARSAL AND PERFORMANCE SCHEDULES	18
28.	TRANSPORTATION	19
29.	REHEARSAL AND PERFORMANCE CONDITIONS	24
30.	STAGE MANAGEMENT PERSONNEL	26
31.	FIGHT DIRECTORS	31
32.	COSTUMES, WIGS, SHOES, MAKE-UP, ETC.	32
33.	COSTUME FITTINGS	33
34.	USE OF ARTIST'S IMAGE	34
35.	SICK LEAVE AND WEEKLY INDEMNITY, EXTENDED HEALTH AND DENTAL INSURANCE, LONG TERM DISABILITY	39
36.	PARTIES BOUND BY AGREEMENT	41
37.	CLOSING SEASON	41
38.	CONTRACT	41
39.	DEPUTIES AND REPRESENTATIVES	41
40.	EQUITY - SPECIAL PROVISIONS	41
41.	NOTICES	42
42.	PERFORMANCE LOST	42
43.	SECRET VOTE	43
44.	GUEST ARTIST ENGAGEMENT	43
45.	EXPIRATION	43
46.	SEPARABILITY	43
47.	FAILURE TO INSIST UPON PERFORMANCE	43
48.	MULTIPLE INFRINGEMENTS	43
49.	PERFORMANCES IN THE UNITED STATES	43
50.	ENGAGER'S RULES	44
51.	ARBITRATION	44
52.	HARASSMENT POLICY	45
	APPENDIX A - INTERNATIONAL TOURING & OTTAWA SIDE LETTER	46
	APPENDIX B - TERMS AND CONDITIONS OF DISABILITY INSURANCE	46
	APPENDIX C - SPRUNG FLOOR SIDE LETTER	47
	APPENDIX D - PROCEDURE FOR UNSAFE WORKING CONDITIONS	48
	APPENDIX E - HARASSMENT POLICY	49
	APPENDIX F - USE OF ARTIST'S IMAGE	51

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

1. ARTISTS COVERED

1.01 The Engager hereby recognizes CAEA as the exclusive bargaining agent for all Artists identified in Equity's Status of the Artist Act certificate issued by the Canadian Association of Artists and Producers Professional Relations Tribunal to CAEA, dated April 25, 1996 including Artists:

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

1.02 The Engager recognizes CAEA as the exclusive representative of all the Artists enumerated above for the purpose of the administration and interpretation on their behalf of matters within the purview of this Agreement.

1.03 This Agreement applies primarily for the purpose of contracting Dancers and Stage Managers for productions by the RWB. Should the RWB contemplate the engagement of any Artist, as identified above in Rule 1.01, not covered by this Agreement, CAEA and the Engager agree to enter into negotiations for the engagement of the Artist, in a timely fashion. As such, the Engager shall provide information on the engagement of Singers, Narrators or any other Artist listed above, at least eight (8) weeks prior to the commencement of rehearsal for the production involving said Artist.

2. MEMBERSHIP IN CAEA

2.01 The Engager agrees that, during the term of this Basic Agreement all Artists engaged by the Engager will be members of CAEA in good standing or will promptly become members of CAEA in good standing, and will engage such Artists only as long as they remain such members in good standing.

With the written permission of CAEA, the Engager may engage ballet school students to augment productions in non-Principal, non-Soloist roles. Such ballet school students will not be required to become members of CAEA.

2.02 CAEA agrees that it will accept as a member of CAEA any Artist the Engager wishes to engage (subject to the Constitution, By-Laws, rules and regulations of CAEA as they now exist or as they may hereafter be amended) with the exception of persons not eligible for membership because of suspension or expulsion from CAEA. Nothing herein contained shall be deemed to limit the right of CAEA to suspend, expel or otherwise discipline or; refuse to admit any non-member pursuant to the Constitution, By-Laws, rules, regulations of CAEA. The Artist's obligations to the Engager under any individual contract or otherwise are subject to the Artist's prior obligations to CAEA and its Constitution, By-Laws, Rules and Regulations as they now exist or as they may hereafter be amended provided that such Constitution, By-Laws, rules and regulations do not increase the Engager's obligations or lessen its rights and privileges hereunder. Any paid up member of ACTRA Performers Guild, Actors' Equity Association (AEA) or L'Union des Artistes (UDA) shall be subject to the terms of the applicable reciprocal agreement provided such agreement is not in conflict with the Basic Agreement.

3. APPLICATION OF BENEFITS

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

4. INITIATION FEES AND DUES

The Engager agrees that full initiation fees, assessments, fines and dues payable to CAEA shall be deducted from the compensation of the Artist and paid by the Engager to CAEA upon written request

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

5. ADMITTANCE OF CAEA REPRESENTATIVE ON ENGAGER'S PREMISES

Any officer or other duly authorized representative of CAEA shall be admitted to the premises of the Engager or such other place where the company is working, at any and all times, and the Engager agrees to co-operate with such representative in dealing with all matters pertaining to the official business of CAEA. CAEA agrees that before any of its officers enter the premises of the Engager due notification will be given to the Engager and all reasonable discretion will be used.

6. THE COMMUNICATION COMMITTEE

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

6.02 The composition of the Communication Committee shall be as follows:

- (A)** representing the dancers, one duly elected Principal dancer, one elected Soloist dancer, two elected Corps dancers, and (in addition to the above) one dancer who is a member of the Council of CAEA;
- (B)** representing the management, at least one member of the senior administrative staff, and at least one member of the artistic staff;
- (C)** one Stage Management person;
- (D)** one member of the executive staff of CAEA whenever possible.

6.03 The Communication Committee shall meet at its own discretion, but at least prior to every tour.

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

6.05 A report of each meeting of the Communication Committee, mutually agreed upon by the Engager's representatives and dancers' representatives will be submitted simultaneously to the Engager's and CAEA's permanent address to the attention of senior officers concerned.

7. INDIVIDUAL ARTIST'S CONTRACT: ENGAGER & ARTIST'S RIGHTS

7.01 No Artist may take part in any performances or rehearsals or do any work without first signing an individual Artist's contract. All contracts and agreements made by the Engager with the Artist engaged under this Basic Agreement shall conform in every respect to all the provisions of this Basic Agreement and shall be executed in quadruplicate, one copy for the Artist, one for the Engager and one to be filed with CAEA by the Engager and one to be filed with CAEA by the Artist. CAEA's copies shall be kept confidential by CAEA.

7.02 The Engager agrees to continue to engage throughout the duration of its performances outside the city of origin not less than the total number of dancers engaged at the beginning of such tour provided, however, a reduction in the total number of dancers may be made due to sickness, injury or leave of absence, but in no event may the number of dancers engaged under CAEA contracts available to rehearse or perform be fewer than eighty-five per cent (85%) of the number originally engaged for the tour except with the permission of CAEA.

- 7.03 (A)** All Artists who have been engaged for more than one season shall be re-hired for the following season unless the Artist is informed in writing of the Engager's intention not to re-hire the Artist not later than December 31st. Artists who have been engaged for one season or less shall be re-hired for the following season unless the Artist is informed in writing of the Engager's intention not to re-hire the Artist not later than ninety (90) days before the expiry date of his/her current contract.
- (B)** Letters of Intent to re-hire for Apprentices in their second year of engagement must be issued not more than twenty-one (21) days after the Letters of Intent for the other Artists of the company have been issued.
- (C)** The Artist wishing to join the company for the following season must, within fourteen (14) days, return the signed Letter of Intent to re-hire. Failing this, the Letter of Intent to re-hire will be deemed invalid (see also Rule 41.02).
- (D)** The Engager shall make best effort to provide current information with regard to repertoire and tour itinerary when issuing such contracts or Letters of Intent. If the Engager is unable to confirm exact dates of engagement this fact must be stated in the letter and the period within which the engagement begins and ends must be identified.
- (E)** Once the Letter of Intent has been issued in accordance with Rule 7.03 (A) and (B), the Engager shall issue the Artist's contract for the subsequent season no later than the thirty (30) days prior to the end of their existing contract. The Artist shall return the fully executed engagement contract to the Engager no later than the last day of the current season.
- 7.04** Each Artist at least one time per season shall meet with the Artistic Director and, if applicable, appropriate member(s) of the Artistic Staff in a private interview. Either the Engager and/or the Artist may invite a person of his/her choice to attend the meeting. The purpose of this meeting will be to discuss with the Artist his/her role in the Company and provide appropriate feedback to the Artist.
- 7.05** If the Artist should attend the first day of work of a new season in a physical condition detrimental to fulfilling any or all contractual obligations, or during the course of the contract is in wilful material breach of same, it is agreed that CAEA and the Engager will discuss the continuation, postponement, or cancellation of the Artist's contract, and the final determination of such case shall be made only upon mutual consent of the Engager and CAEA.
- 7.06** A Ballet Master or Ballet Mistress who is a member of CAEA and is not on a full season contract as an employee of the Engager and who desires to have a CAEA contract shall be signed to such a contract.
- 7.07** The Engager retains the right to dismiss an Artist for Just Cause.

8. ASSIGNMENT OF ARTIST'S CONTRACT

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

9. EXCLUSIVE SERVICE OF THE ARTIST

Except as otherwise provided in the Artist's contract, the Artist shall not accept any other engagement in a performance before a live audience from the date of beginning of rehearsal and until said contract is lawfully terminated, without the written consent of the Engager. The Artist shall, however, have the right to accept other engagements, not conflicting with the fulfillment of duties under said contract, provided the Artist obtains the written consent of Engager with reasonable advance notice to Engager.

If the Artist is a Principal or Soloist in the term covered by said contract, the Artist may enter into a written agreement to be annexed to said contract, agreeing not to accept any other engagement and to render services exclusively to the Engager and not to render services to any other person or corporation without the written consent of the Engager.

The Artist shall recognize that it is the Artist's responsibility to perform under the CAEA contract in the live theatre. If during the term of engagement under the CAEA contract, a Principal dancer or Soloist receiving star or featured billing is also engaged for a radio or television broadcast, the Artist shall require, as a condition of that engagement, that any announcements, written or otherwise which publicize appearance on radio or television, must expressly mention that the Artist is currently appearing with the company.

10. LOWERING OF MINIMUMS AND WAIVERS PROHIBITED

The Engager agrees that the minimum terms and conditions governing the engagement of Artists in Canada by the Engager are those contained herein, and the Engager further agrees that it will not enter into any contract with or engage any Artists in Canada upon terms and conditions less favourable to the Artist than those set forth herein. The Engager agrees that no waiver by any Artist of any provision of this Basic Agreement or any contract for an engagement in Canada between any Artist and the Engager shall be requested by the Engager or be effective unless the written consent of CAEA to the making of such request or waiver is first had and obtained and the Engager further agrees that nothing in this Basic Agreement shall be deemed to prevent any Artist from negotiating for or obtaining better terms than the minimum terms provided for herein. In any case, however, no agreement or contract for an engagement in Canada between the Engager and any Artist, whether or not such agreement or contract contains such better terms, shall be binding upon the Artist unless such agreement or contract is in writing and approved by CAEA in writing.

11. CHOREOGRAPHERS' CONTRACTS

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

11.01 (A) Choreographers engaged to choreograph for the Engager must be engaged according to terms and conditions no less favourable than those set out in this Clause.

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

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

(i) Should a Choreographer already be a member of another performing artists association (i.e. AEA, UdA, ACTRA), he/she shall be subject to the provisions of the appropriate reciprocal agreement between CAEA and said Association.

(ii) A person who is not already a member of Equity and is not a member of another performing artists association may be offered an Equity Engagement Contract. If the Artist chooses to sign the Equity contract, he/she shall join Equity.

(iii) A person who is not already a member of Equity and is not a member of another performing artists association shall not be required to join during the tenure of this Agreement. The Engager shall be required to send to Equity a letter to the effect that the fee agreed upon is no less favourable than those set out in this Clause.

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

1. The Engager hereby agrees to engage the Choreographer as a choreographer (or the Company's resident choreographer if applicable) for the period starting on ___ and ending on ___; During the above period, the Choreographer will be ___ (describe duties, length of Ballet etc...).

The Company agrees to set aside at least ___ weeks per Season for the setting of the above mentioned Ballet. The scheduling of rehearsal hours shall be decided by the Company in consultation with the Choreographer with no less than ___ hours per day, with a complete cast.

2. The Company has the right to perform each Ballet for ___ years from the date of the first public performance which will be on ___.

3. Approval of all publicity material concerning the Ballets shall be done in consultation with the Choreographer, subject to the Engager's approval.

4. Only Stage performance rights have been given. Should film or television presentation of the Ballets for reasons other than the promotion of the stage performances be required then special rights to do so shall be mutually agreed to between the Choreographer and the Company (see also Rule 33).

5. Billing of the Choreographer's name shall be mutually agreed to between the Engager and the Choreographer upon signing of the engagement contract.

6. The choice of design personnel (costume, set, lighting) shall be decided in consultation with the Choreographer.
7. The Company agrees to pay a fee of ____ (fee must be no less than the minimums prescribed in Rule 11.03). Payment to be made as follows: _____
8. For all performances staged in front of a paying audience, the royalties shall be ____, in Canadian funds, per performance (see Rule 11.03). Unless otherwise agreed, payment of royalties shall be made quarterly, on or before March 31, June 30, September 30 and December 31 of each Season, and shall be accompanied by a statement setting out the dates and places of each performance, in addition to copies of any press releases, features and/or reviews.
9. The first casting of the Ballet shall be made in consultation with the Choreographer and the Company's Artistic Director and shall be subject to the approval of the Choreographer. Casting of alternates shall be made in consultation with the Choreographer. Any subsequent changes in the casting of the principal roles shall be made in consultation with the Choreographer except in the event of an emergency where every reasonable effort has been made to contact the Choreographer.
10. Costumes, stage design and lighting shall be subject to the approval of the Choreographer and the Choreographer agrees to respect the Engager's budget set aside for each Ballet.
11. Unless modified in the engagement contract with the Choreographer, the Engager agrees to maintain each Ballet as originally choreographed, mounted and rehearsed. However, due to the touring schedule of the company and the diversity of the performing spaces, the Choreographer understands that certain modification of the Ballet in the order of its parts or in the manner of its staging may be necessary. Where modifications of a Ballet are necessary, the Engager shall obtain the consent of the Choreographer.
12. The Engager agrees that if the time elapsed between performances is more than one (1) year, and if there is a significant change in the personnel (dancers, artistic staff, directorship) of the Company, then the Engager shall provide the Choreographer with at least six days of rehearsal (of no less than three (3) hours of rehearsal each day) prior to performance. In the eventuality that the Choreographer and the Engager are not in the same point of origin, the Engager shall provide the Choreographer with a round trip flight, per diem and accommodations.
13. The Engager will make its best effort to maintain the artistic and technical integrity, and the performance standards of the Ballet for the duration of the time that the Ballet is in the Engager's repertoire.
14. Performance rights beyond the duration of the licensing period will have to be negotiated at the end of the licensing period as set forth within this agreement.
15. The Engager shall be responsible to clear and pay for all necessary rights to the music used in connection with the Ballets.

11.03 Compensation

(A) Minimum fee for a ballet of not more than 20 minutes duration:

<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
\$1,515.00	\$1,552.88	\$1,599.47

Minimum Royalties Per Performance:

<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
\$50.50	\$51.76	\$53.31

or one per cent (1%) of contractual fee, whichever is higher.

(B) Minimum fee for all other ballets:

<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
\$5,454.00	\$5,590.35	\$5,758.06

Minimum Royalties Per Performance: one per cent (1%) of contractual fee.

(A) and (B) above shall not apply to choreography voluntarily created by Artist solely for educational or workshop productions as defined by CAEA or for a ballet choreographed by a new Choreographer choreographing his/her first ballet for the Engager (a new choreographer shall be defined as an Artist who has not had a ballet produced for regular performance by a professional dance Engager).

11.04 Remount

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

11.05 Resident Choreographer

- (A)** Any choreographer engaged as a Resident Choreographer who is a member of CAEA and who desires to have an Equity contract must be signed to such a contract. A choreographer engaged as a Resident Choreographer who is not a member of CAEA may become a member of CAEA and be contracted to a CAEA contract if he/she so desires, but it is not a requirement.
- (B)** An Artist may be engaged as both dancer and resident choreographer and in that case will receive the higher of the two minimum fees for dancer or resident choreographer plus half of the lower fee.
- (C)** The minimum fee for a Resident Choreographer shall be as required by Rule 18.01 and the per performance royalty shall be no less than the royalty required under Rule 11.03 above.

12. PAYMENT OF FEES

12.01 Subject to any special arrangement that may be agreed upon between CAEA and the Engager under the provisions of Rule 15 below, the Engager agrees that all Artists shall be paid not later than the beginning of the first rehearsal on Thursday of each week. All overtime payments or any other payments which arise separate and apart from the weekly contractual fees, shall be paid by the Engager to the Artist no later than the second pay period following the calendar week in which the Engager receives the claim for payment as submitted by the Artist in writing and agreed upon by the Engager and CAEA. Overtime claims must be submitted by the deputy on behalf of the Artist to the company manager or the Engager's representative within fourteen (14) days following the date upon which the overtime was earned. Upon receipt of the claim, the company manager or the Engager's representative shall fax a copy to the CAEA office.

If the Engager wishes to dispute an overtime claim, the Engager will have five (5) business days from the date of the submission of the claim to do so in writing to Equity. If the Engager does not dispute the claim in writing to Equity within the five (5) day period, the Engager agrees to pay the claim as submitted by the Equity deputy.

12.02 Notwithstanding the standard CAEA requirement that the Artist be paid once each week, the Engager is granted permission to pay the Artist every second week, upon placing in the CAEA office in Toronto a security deposit bond equivalent to two (2) weeks' pay for every Artist engaged by the Engager. If such option is used, the Artist's first pay period will be on the Thursday of the first week and every second week thereafter until such option is terminated. Should this pay schedule not coincide with the Engager's predetermined payroll schedule, the Engager shall notify CAEA at least one month prior to the start of the season in order for the Artists to be notified of the pay schedule.

12.03 For each Artist, should the Engager, on a second occurrence and after being advised of such by CAEA in writing, fail to pay a legitimate (and agreed upon between CAEA and the Engager) overtime claim within the proper pay period as described in Rule 12.01, the Engager shall pay a monthly interest rate of five per cent (5%) of the amount owed for each month or part thereof until such overtime claim has been paid.

13. FEES PAID IN LEGAL TENDER

All payments required to be made by the Engager to the Artist shall be in legal tender of Canada. Payment of fees, etc., may be made by direct deposit, in cash, by certified cheque or by company cheque. (Also see Rule 18.07 and Rule 49.)

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

14. NON-PAYMENT OR PARTIAL PAYMENT OF FEES

14.01 Non-payment, or partial payment, of fees when due, shall be deemed a material breach of contract giving any Artist the right to terminate forthwith the contract with the Engager. However, upon application and sufficient proof by the Engager, CAEA, in its discretion, may grant the Engager a grace period not to exceed seven (7) days.

14.02 If the Engager fails to pay the fee due the Artist, the Artist shall have an alternative right to receive the contractual fee out of the security deposit put up with CAEA by the Engager. The Engager agrees to replenish the security deposit upon receipt of a request from CAEA to replenish the security deposit. Acceptance by the Artist of the fee shall be a waiver on the Artist's part of the right to terminate the contract with the Engager.

15. SECURITY DEPOSIT (BOND)

- 15.01** Before contracting any Artists the Engager shall deposit with CAEA (Toronto, Ontario, Canada) cash, a certified cheque or other security of a bank chartered to do business in Canada equal to at least one (1) week's contractual financial obligation of the Engager to the Artists. The Engager shall not be deemed to have performed its obligation under this Basic Agreement until the same has been approved by CAEA.
- 15.02** Upon notice by the Engager to CAEA that any engagement, series of engagements or tour has been terminated and that every Artist has been returned to the city of origin, CAEA shall return such security deposit to the Engager less any amounts for claims made by CAEA or any Artist against the Engager, in accordance with Paragraph 4 of the Security Agreement. All claims will be presented to the Engager for discussion before payment.
- 15.03** No Artist shall leave the city of origin for work outside said city unless the Engager, prior to the departure there from, has provided, at the Engager's expense, for the Artist's transportation and baggage in accordance with the foregoing provisions. CAEA shall have the right to require the Engager to post such bond or bonds or such other security, including money, and in such amount as CAEA shall deem necessary to insure the safe transportation and return of the Artist.
- 15.04** The Engager agrees to provide return transportation to and from the city of origin (or place of engagement) to any Artist who, when engaged is outside the city of origin (or place of engagement), except where the Artist is proceeding to another engagement. In such case, the second engager shall provide the Artist with transportation to the second place of engagement, and at the close of the engagement, to the Artist's usual place of residence which must be stipulated on the contract before signing. Transportation to and from subsequent engagements shall be paid as above by each subsequent engager.

16. DEFINITIONS

16.01 City of Origin

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

16.02 Engagement Week

The term "engagement week" shall be a calendar week from Monday through Sunday. At the commencement or termination of the Artist's engagement, if the Artist is engaged to perform or rehearse for part of a week, for four (4) days or fewer, the compensation may be prorated and the Artist paid one-sixth (1/6) of the weekly contractual fee for each day or part thereof. If the Artist is engaged for more than four (4) days, then the weekly contractual fee must be paid.

16.03 Performance Day

The term "performance day" shall be a day on which, at least, one (1) performance is given. If the Artist is required to be on call to cover another artist, it shall be regarded as a performance day for the Artist.

16.04 Rehearsal Day

The term "rehearsal day" shall be a day on which no performance is given and on which the Artist may be required to rehearse in accordance with the terms of this Basic Agreement.

16.05 Free Day

(A) The term "free day" shall be a period of time during which the Artist may not be required to travel, perform, rehearse or perform any services or obligations for the Engager whatsoever, including but not limited to company functions, photo calls, costume fittings. Individual Artists shall not volunteer to perform any services for the Engager on a Free Day without the prior written consent from CAEA.

(B) Unless otherwise stated in this Basic Agreement, 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 only be changed with, at least, seven (7) days' notice to the Artist of such change and with notice to CAEA.

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

However, where it is provided for elsewhere in this Basic Agreement, the travel by bus may commence at 08:00 without penalty. Such free day if that option is chosen by the Engager

may commence at 23:00 and end at 08:00 on the second following day on which such travel is to take place.

- (D) The Artist shall, in addition to all days as herein stipulated, be entitled to a free day on Good Friday, Easter Sunday, Labour Day, Remembrance Day, Christmas Day and New Year's Day. It is agreed that performance days, but not rehearsal days, may be scheduled on Victoria Day, Canada Day, the first Monday in August, Thanksgiving Day, Boxing Day, but that if performances are scheduled on Victoria Day, Canada Day, the first Monday in August, Thanksgiving Day or Boxing Day, performance day Rules shall apply. The Engager agrees that if performances are scheduled on Victoria Day, Canada Day, the first Monday in August, Thanksgiving Day or Boxing Day, another free day shall be granted in lieu thereof during the preceding or succeeding four (4) weeks. In addition, all statutory holidays which are recognized by the Province of Manitoba shall be free of all rehearsals while the company is in the city of origin.

For the purpose of Rule 16.05(D) only, should an Artist be in the city of origin for a period of less than four (4) days prior to Christmas Day, rehearsals (on a rehearsal day) on December 24 will cease at 15:00. Furthermore, if a performance is given on December 24, then another free day shall be granted in lieu thereof during the preceding or following four (4) week period.

- (E)
- (i) Artists shall receive one (1) free day in addition to the free days defined herein immediately following the conclusion of a tour of ten (10) consecutive days or ten (10) days of touring over a period of fourteen (14) consecutive days or more. Days accumulated under this Rule shall not be included in the period defined in Rule 16.05(J) (i.e. Christmas free days).
 - (ii) For the purpose of this Rule only, the Artist shall be considered to be on tour during a tour stopover in the city of origin of three (3) nights or fewer.
- (F) If performances are scheduled in the city of origin on a day immediately following such a tour, said additional free day(s) may be postponed until the first day(s) which is not a performance day(s) and not a free day(s) as defined in this Rule. The scheduling of said free day(s) shall be identified on the posted schedule not later than two (2) weeks before the designated free day(s).
- (G) If the Artist shall be required to rehearse, travel or provide any service whatsoever (other than perform) at any time during a free day, the Engager shall compensate the Artist at double the hourly overtime rate with a minimum call of not less than two (2) hours. (See Rule 19.03 for payment for performance on a free day).
- (H) The regular free day during the week prior to a tour outside of continental North America, shall be on a day other than a Saturday or a Sunday.
- (I) In the city of origin there must be one (1) free day after six (6) consecutive days of work, except during the first week of a series of performance(s), where there shall not be more than seven (7), provided in this latter case that an additional free day to those required is given immediately following the conclusion of performances. While on tour there must be a free day after no more than nine (9) days of work with a free day occurring in each engagement week. The Engager will endeavour to have days off within a seven (7) day span if the touring schedule permits it.
- (J) There will be seven (7) consecutive free days between the end of performances for the Christmas period and the next scheduled rehearsal day. The seven (7) day period shall include all free days owing to the Artist at that time.

16.06 Season

The term "season" shall mean the maximum engagement span stated on any individual Artist's contract, except Principals, in the period July 1 to June 30 in each year of the Agreement.

16.07 Touring

Whenever the Artist, while engaged by the Engager, is required by the Engager to be outside the city of origin for any reason for any day or portion thereof, the Artist shall be considered to be "on tour" and the touring fee shall apply. (See Rule 49)

16.08 Rehearsal

The term "rehearsal" shall apply to all such activities as "spacing," "giving notes," etc., and shall be regarded as rehearsal time, the same as regular rehearsal time if the Artist is required to attend.

16.09 Dress Rehearsal

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

A non-paying invited audience may attend a dress rehearsal at the discretion of the Engager. Should admission be charged then performance Rules will apply for that day and it shall be considered a performance. A verbal or written announcement will be made or given to the audience to inform them that they will be seeing a dress rehearsal and not a performance whether or not admission is charged. If a dress rehearsal runs into overtime, the Artist required to attend shall receive the half-hourly overtime rate for any half (1/2) hour or part thereof.

There shall be one (1) "half-hour call" prior to a dress rehearsal on a rehearsal day or performance day whether it happens in the studio or on stage, which shall be considered part of normal rehearsal time for the purpose of putting on costumes and/or make-up. A dress rehearsal may be three-and-a-half (3-1/2) hours in length including the half-hour call without incurring overtime.

On a performance day, when the time of rehearsal permitted in Rule 25.03 (C) is exceeded only by reason of the half-hour call for the dress rehearsal and the ballet being dressed is a full-length production with a total running time of no less than one hundred and twenty (120) minutes no overtime payment will be required.

16.10 Technical Rehearsal

The term "technical rehearsal" is defined as a rehearsal in which the following three elements are all present: lighting, scenery, stage hands. If the technical rehearsal enters overtime, the Artist required to attend will receive the half-hourly overtime rate for each half (1/2) hour or part thereof.

16.11 Run-Through Rehearsal

The term "run-through rehearsal" is defined as a rehearsal where the intent is to dance a section(s) of a ballet(s) or a complete work in its entirety. A run-through rehearsal may take place in costumes on a rehearsal day or performance day without make-up, provided there be a "fifteen-minute call" on either side of the rehearsal whether it happens in a studio or on stage, which shall be considered part of normal rehearsal time for the purpose of putting on costumes. A run-through rehearsal may be three-and-a-half (3-1/2) hours in length including the two (2) fifteen-minute calls without incurring overtime.

On a performance day, when the time of rehearsal permitted in Rule 25.03 (C) is exceeded only by reason of one or both of the fifteen-minute call allowances for the putting on and removal of costumes and the ballet being rehearsed is a full-length version of Romeo and Juliet or a full-length version of Swan Lake, no overtime payment will be required.

The second fifteen-minute call must be given following the completion of a run-through in costume(s) after which the Artist involved may be asked to rehearse other ballets which are not in costumes.

16.12 Emergency Rehearsal

The term "emergency rehearsal" shall mean a rehearsal necessitated by the inability of an Artist to perform due to sickness or injury when such emergency was not known to the Engager more than six (6) regular (non-overtime) rehearsal hours prior to the said emergency rehearsal. An Artist called for an emergency rehearsal will, if the emergency rehearsal results in the infringement of more than one (1) Rule, be paid only at the highest overtime rate applicable to the Artist for the period of the emergency rehearsal.

Notes or a rehearsal specifically necessitated by an Artists' sickness or injury occurring one (1) hour or less before the start of a performance or during a performance shall not be considered an emergency rehearsal and the payment of overtime shall not be required.

16.13 A "Choreographer" is:

- (A) an Artist who creates an original work; or
- (B) an Artist who recreates said Artist's own original work already performed by any company; or
- (C) an Artist who creates a work which is a combination of (A) and (B).

16.14 Resident Choreographer

The term "Resident Choreographer" is a Choreographer who is under seasonal contract as such.

16.15 Guest Choreographer

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

16.16 Matinee

The term "matinee" is any performance scheduled to begin at or before 17:00.

- 16.17 Guest Artist**
The term "Guest Artist" is an Artist who has been so designated by the Engager in the individual contract and/or the public announcements, programs or other literature issued by the Engager and who is hired as a Principal or Soloist.
- 16.18 Local Jobber**
The term "local jobber" is a regular member of CAEA not under seasonal contract to the Engager who is invited to perform with the company for less than a full season as a member of any category.
- 16.19 Cover**
The term "cover" is an Artist who is required to be present at a performance to replace any other Artist in the performance in the event that such replacement is necessary.
- 16.20 Understudy**
The term "understudy" is an Artist designated to learn a role but not necessarily to perform it.
- 16.21 Sharers**
The term "sharers" are two or more dancers who are cast to perform in the same role or place in different performances of the same ballet.
- 16.22 Apprentice Dancers**
The term "Apprentice" refers to a person who has completed basic studies and is being trained for a position in the corps de ballet with the Engager.
- 16.23 Student**
The term "Student" refers to a person enrolled full time in the Royal Winnipeg Ballet School Professional Division or enrolled full time in another professional school and who intends to make a career as a dancer in professional dance. (See Rule 17.07.)
- 16.24 Supernumeraries**
The function of a Supernumerary is to provide atmosphere and/or background requiring no special theatrical skill or training. Supernumeraries may not sing, speak, or dance. However, Supernumeraries may perform in limited dance sequences requiring no previous theatrical experience. Supernumeraries may not be members of Equity or any other professional performing artists' union or association. All Supernumeraries must be signed to a non-professional affidavit, to be filed with Equity.
- 16.25 Children**
With the prior written permission of CAEA, children, sixteen (16) years of age and under, who are not members of any professional performing artists' association or union may be engaged in the following manner without reference to an Equity contract:
- (A) As supernumeraries in accordance with the provisions governing supernumeraries as stipulated above; or
 - (B) As participants in a children's dance as required by the choreography; or
 - (C) As participants in dance sequences.
- Children performing a featured "named" role essential to the "story-line" of a ballet may be engaged provided that they are paid at least fifty per cent (50%) of the first year Corps de Ballet minimum weekly fee when required to perform.
- All children shall be signed to a non-professional affidavit form, to be filed with Equity.
- Children must be appropriately supervised by a parent, guardian or representative of the Engager while undertaking any activity for the Engager. Such duty may not be required of any Equity member engaged for that production.
- The Engager shall use its best efforts to ensure that there shall be separate dressing rooms for male and female children, which shall be separate from the dressing rooms provided for the Artists of the company.
- 16.26 Half-Hour Call**
The term "half-hour call" is the thirty (30) minute period immediately prior to the beginning of the performance to be used at the discretion of the Artist solely to prepare for the performance (See Rule 25.03 (J)).
No Notes shall be provided to the Artist during the half hour call, performance, or intermission.
- 16.27 Costume Fitting**
The term "costume fitting" refers to time required of the Artist for, but not limited to, the fitting of costumes, practice skirts/tutus, wigs, hair pieces, shoes, accessories, make-up calls, and mask fittings.
- 16.28 A "stage fight"** is a coordinated series of moves with violent intent, requiring specific timing and skill, involving either unarmed combat, or the use of weapons or props used as weapons.

16.29 Fight Captain

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

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

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

A Fight Captain shall be paid the additional weekly fee specified in Rule 18.01 (A) in addition to the Artist's contractual in-town fee for each week or part thereof from the date of the first fight rehearsal of a production through to the final performance of said production.

17. APPRENTICE DANCERS AND STUDENTS

17.01 Notwithstanding reduction in number of Artists due to sickness, leave of absence, or injury, the Engager may hire apprentice dancers, provided that the number of apprentice dancers does not exceed fifteen per cent (15%) of the total amount of dancers.

These apprentice dancers will be hired from the Royal Winnipeg Ballet School or other professional schools and shall be required to join CAEA as associate members.

17.02 The apprentice dancer shall be signed to Canadian Ballet Agreement contracts by the date of first call for rehearsal or performance. Each such apprentice dancer shall be paid the current first year Corps de Ballet minimum weekly fee discounted twenty-five per cent (25%) due to additional subsidy given by the Royal Winnipeg Ballet School (Professional Division) when required to rehearse or perform for the Engager. The minimum weekly fee shall be paid whenever the apprentice dancer is required to rehearse or perform with the company and whenever the apprentice dancer is required to rehearse in the city of origin in order to replace an Artist in a given ballet or on tour.

The apprentice dancer shall otherwise be paid at the rate of twenty-one dollars and thirty-three cents (\$21.33) hour for any rehearsals or other services which the apprentice dancer may provide.

17.03 The Engager agrees to pay half (1/2) the current CAEA initiation fee on behalf of the apprentice dancer and the current period dues in order to obtain associate member status.

17.04 The associate member status may be retained for up to two (2) years. If the associate member should be given a corps contract or obtain another engagement in CAEA's jurisdiction within two (2) years of the beginning date of the initial contract, the associate member must join as a full regular member and pay the balance of the initiation fee plus the dues for the current period. If the associate member does not obtain another engagement in CAEA's jurisdiction within the two (2) year period from the beginning date of the initial contract, the payment of half (1/2) the fee shall be forfeited.

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

17.05 (A) In the city of origin, at the discretion of the Engager, an apprentice dancer may replace an injured dancer or a dancer on leave of absence if paid no less than the applicable first year Corps de Ballet minimum.

(B) While on tour, an apprentice dancer will be paid no less than the applicable first year Corps de Ballet minimum (and will be considered a full CAEA member for the said period) if a reduction in the total number of dancers due to sickness, injury or leave of absence available to perform is greater than fifteen per cent (15%) of the number originally engaged for the tour.

17.06 Nothing in this Rule shall prevent the Engager from engaging apprentice dancers on a full CAEA contract on a continuous basis provided that the member is contracted for an entire season from the date of first rehearsal until closing or for an entire production not less than one (1) week from date of first rehearsal to closing.

17.07 Students (Non-Professionals)

With the prior written permission of CAEA and where apprentices are engaged as above, the Engager may hire a specific number of students from the Royal Winnipeg Ballet School Professional Division or other professional schools to augment the Corps in dancing roles for a given full corps ballet. Such students shall be signed to non-professional affidavits provided by CAEA attesting to not being or

having been members of any professional performing arts association or union. The students shall be paid at least fifty percent (50) of the current first year Corps de Ballet minimum weekly fee when required to perform.

The students shall also have the benefit of CAEA rules as far as rehearsal hours, travel hours, rest periods, and prorated overtime are concerned.

Provided that students are engaged as above, students from the Royal Winnipeg Ballet School's Recreational Program or the community at large may be engaged as supernumeraries in accordance with Rule 16.24.

18. FEES AND OTHER COMPENSATION

18.01 (A) Fees

	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
Apprentice	\$386.21	\$395.87	\$407.75
Corps 1	\$514.96	\$527.83	\$543.67
Corps 2	\$542.24	\$555.79	\$572.47
Corps 3	\$600.21	\$615.22	\$633.67
Corps 4	\$619.54	\$635.03	\$654.08
Corps 5	\$637.72	\$653.67	\$673.28
Corps 6	\$661.60	\$678.14	\$698.48
Second Soloist 1	\$700.24	\$717.75	\$739.28
Second Soloist 2	\$720.71	\$738.72	\$760.89
Second Soloist (3 to 5 years seniority) + 2% additional per season			
First Soloist 1	\$737.76	\$756.21	\$778.89
First Soloist 2	\$780.95	\$800.48	\$824.49
First Soloist 3	\$821.88	\$842.42	\$867.70
First Soloist 4	\$855.98	\$877.37	\$903.70
First Soloist 5	\$888.95	\$911.18	\$938.51
Principal	\$1,039.00	\$1,064.97	\$1,096.92
Fight Director, per hour	\$75.00	\$76.88	\$79.18
Fight Director, per half day	\$300.00	\$307.50	\$316.73
Fight Director, per full day	\$500.00	\$512.50	\$527.88
Production Stage Manager	\$926.46	\$949.62	\$978.11
Stage Manager	\$794.60	\$814.46	\$838.90
Stage Manager (3 years of seniority)	\$828.71	\$849.42	\$874.91
Assistant Stage Manager	\$600.21	\$615.22	\$633.67
Resident Choreographer	\$807.11	\$827.29	\$852.11
Ballet Master/ Ballet Mistress	\$807.11	\$827.29	\$852.11
Narrator/Singer	\$729.81	\$748.05	\$770.49
OTHER COMPENSATION			
Narrators and Singers			
(additional per performance)	\$65.07	\$65.07	\$65.07
Fight Captain (additional per week)	\$26.66	\$26.66	\$26.66
Overtime, per 1/4 hour	\$16.77	\$16.77	\$16.77
Overtime, half 1/2 hour	\$27.94	\$27.94	\$27.94
Overtime, per hour	\$37.74	\$37.74	\$37.74

18.02 Categories

- (A) The above categories - Corps de Ballet, Second Soloist, First Soloist and Principal - relate to the position of the Artist's billing in the overall billing of the entire company and do not relate to the casting in an individual ballet, or roles to be performed in any ballet.
- (B) A Principal dancer is one who is billed in the overall billing of the entire company in the largest type face; a Soloist is one who is billed in the second largest type face, and a Corps de Ballet dancer is one who is so billed in the third largest type face.
- (C) An Artist who is a dancer may be engaged on an individual contract to render services as: (1) Principal
(2) First Soloist
(3) Second Soloist
(4) Corps de Ballet dancer
(5) A combination of two categories, subject to individual negotiation between the Artist and the Engager.
- (D) The Engager agrees to pay at least the minimum fee stipulated in this Basic Agreement for the highest category under which the Artist is individually contracted.

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

18.03 Seniority Minimum

- (A) For the purpose of determining the eligibility of the Artist to any seniority compensation provided for above, an Artist shall be required to have been engaged by the Engager no less than twenty (20) weeks in the fifty-two-week (52) period immediately succeeding initial engagement by the Engager. Thereafter, when fifty-two (52) weeks have elapsed since the last time seniority eligibility has been computed and if the Artist has been engaged by the Engager at last twenty (20) weeks within that fifty-two (52) week period, then the Artist shall receive an additional seniority increase as provided in this paragraph.
Any Artist who is signed to an Artist's individual contract after the effective date of this Basic Agreement shall have seniority compensation computed on the basis of the provisions contained herein.
- (B) In cases where the Artist has been granted official leave of absence by the Engager in writing, the Artist shall not lose any seniority, as provided in this Rule, for the duration of such leave of absence. The Artist shall not accrue additional seniority during the leave of absence. An Artist who has left the Engager for a period of not less than one (1) year may be re-engaged with not less than the seniority in the category accrued upon departure.
- (C) Any Artist who has been previously engaged by the National Ballet of Canada or the Royal Winnipeg Ballet in the Corps de Ballet shall, if engaged by the other Engager, receive seniority as a Corps de Ballet dancer at least equivalent to that which the Artist had received in the Artist's previous engagement year.

18.04 RRSP

- (A) Commencing with the second year of an Artist's seniority with the Engager, the Engager will deduct three per cent (3%) of the Artist's contractual in-town fee to which the Engager will add a contribution equal to three per cent (3%) of the Artist's contractual in-town fee for a total contribution of six per cent (6%) of the Artist's contractual in-town fee.
- (B) If an Artist has already had RRSP contributions made pursuant to (A), the Engager shall continue to contribute to the Artist's RRSP whenever the Artist is engaged by the Engager under an Equity contract as so required by the Basic Agreement (e.g. Full Season, Guest Artist, Local Jobber contract).
- (C) The Engager will be invoiced for RRSP payments on a monthly basis and payment is due on the last day of each following month. Payments which do not reach the Equity office by the due date will be assessed a two per cent (2%) interest charge compounded monthly.
- (D) Contributions are not required on that part of the weekly contractual fee which is in excess of one thousand, seven hundred and eighty-six dollars and seven cents (\$1,786.07).

18.05 Vacation Pay

All Artists engaged by the Engager shall receive or accrue vacation pay according to the following categories and rates:

Category	Rates	
	Full season	Partial season
(Contractual in-town - with seniority)		
Principal	three (3) weeks	six per cent (6%)
First Soloists	three (3) weeks	six per cent (6%)
Second Soloists	three (3) weeks	six per cent (6%)
Corps (in 5th year)	three (3) weeks	six per cent (6%)
Corps (1st to 4th year)	two (2) weeks	four per cent (4%)
Other Artists	two (2) weeks	four per cent (4%)
Stage Manager	two (2) weeks	four per cent (4%)
Stage Manager (3rd year)	three (3) weeks	six per cent (6%)

"Season" shall mean, for the purposes of this Rule, eighty-five percent (85%) of the period of time beginning with the first rehearsal and ending with the final performance or rehearsal in the Engager's operating year. The rates are calculated on one (1) week's contractual in-town fee for full season Artists and on gross taxable earning including overtime for each and every week for partial season Artists. The payment of the accrued vacation pay shall be made to the Artist upon the conclusion of the

individual contract. Should the Engager grant an Artist a leave of absence during the period the Artist is contracted by the Engager, the period of such leave shall not be used for calculating the Artist's vacation pay.

18.06 Per Diem (Accommodation on Tour - Daily Living Allowance)

(A) The Engager shall provide and pay for hotel accommodation (including taxes) for the Artist while on tour based on twin/double occupancy of a room. No Artist may be required to triple and an Artist for whom a sharer cannot be found shall be provided with single accommodation which the Engager shall pay for.

(B) The daily meal allowance on tour in Canada for the period July 01, 2005 to June 30, 2008 shall be as follows:

<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
\$60.85	\$62.37	\$64.24

(C) On the day of departure from the city of origin, if the departure is after 10:00, seventy-five percent (75) of the amount specified in Rule 18.06(B) is payable, and if the departure is after 14:00, fifty per cent (50%) of the amount specified in Rule 18.06(B) is payable.

(D) On the day of return to the city of origin, if the return is prior to 18:00, fifty per cent (50%) of the amount specified in Rule 18.06(B) is payable.

18.07 Fee Payments

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

18.08 With the exception of any Artists not engaged for a full season, Principal dancers will be engaged for not less than forty-six (46) weeks. For the purpose of this Rule, "full season" shall be the longest span on any individual contract. (See also Rule 16.17 and Rule 20.01.)

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

19. MAXIMUM NUMBER OF PERFORMANCES

19.01 Provided no infringement of Rule 19.02 is involved, there shall be no more than eight (8) performances in six (6) consecutive days or eleven (11) performances in nine (9) consecutive days. For the first performance over the limitations stated above, the Artist shall receive an additional one-eighth (1/8th) of the Artist's weekly contractual fee, and for subsequent performances over the limitations as stated above, the Artist shall receive an additional two-eighths (2/8) of the Artist's weekly contractual fee for each such performance.

19.02 No Artist may give more than three (3) performances on two (2) consecutive days except as follows. Where four (4) performances are given on two (2) consecutive days the following day must be a free day and the free day previous to the first double-performance day must be no earlier than the fifth day prior to the occurrence. In the event that the Engager wishes to travel the company the day after the completion of the two (2) double-performance days, the Engager may do so provided that the next day following the travel day is then a free day. Notwithstanding the provisions of Rules 19.01 and 19.03, there may be no infringements of this Rule.

19.03 For any performances on a free day, the Artist shall receive an additional two-sixths (2/6) of the Artist's weekly contractual fee.

20. ARTISTS NOT UNDER SEASONAL CONTRACT

20.01 Any Guest Artist not under seasonal contract, but engaged for a period shorter than the full season shall be guaranteed payment of not less than two (2) weeks' minimum fee. A proper CAEA contract shall be filed with CAEA in all cases. Each such Guest Artist shall be or become a member of CAEA in good standing. However, a Guest Artist will be granted associate membership status in CAEA on application to CAEA by the Engager, provided that the Guest Artist is engaged for no more than ten (10) performances during any one season which, for the purposes of this Rule, will be defined to be between July 01 of any year and June 30 of the following year.

20.02 A local jobber shall be engaged on a proper CAEA weekly contract filed with CAEA in all cases. The local jobber must be hired under a weekly CAEA contract in any category. A local jobber's contract must guarantee not less than one (1) week's minimum fee. Prorating of the weekly fee at the commencement or termination of the engagement for local jobbers is permitted only for engagement periods of more than two (2) weeks. (Also see Rule 16.02.)

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

21. INTERMISSIONS AND CALLS

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

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

22. REST PERIOD AFTER MATINEE

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

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

22.03 In no case shall there be less than one-and-a-half (1-1/2) hours between performances. The Artist is forbidden by CAEA to make any exception.

23. CLOSING TIME OF PERFORMANCE

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

23.02 The time at which the Artist is released will be considered the end of the performance for the Artist. In the event that the Artist's release time runs past three (3) hours, or 23:30, the Artist will be paid the quarter (1/4) hour overtime rate. In the event that curtain calls extend beyond three (3) hours, or 23:30, one (1) required full company call immediately following the fall of the final curtain shall not in itself constitute overtime.

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

24. SINGING AND SPEAKING ROLES

The Engager agrees that each dancer who shall be required to sing or speak lines in a ballet when such singing or speaking may be done by another person without injury to the essential structure or character of the ballet shall receive additional compensation at the rate of not less than the rate specified in Rule 18.01. The Engager agrees to confer with CAEA and the Artist's representatives when such occasions arise with a view to determine whether or not payment is appropriate.

25. REHEARSALS

25.01 General Provisions for All Rehearsals

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

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

(B) Any rehearsal of less than one hour (1) shall be counted, nevertheless, as one hour (1) hour. If the Artist is dismissed from rehearsal and is called for further rehearsal within that one (1) hour, such intervening time between dismissal and recall shall be counted as if the Artist had

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

- (C) The Artist shall not be required to rehearse more than two (2) hours of actual overtime in any one (1) day. Should the Artist rehearse more than two (2) hours of overtime, the Artist will be paid at double the overtime rate for each half (1/2) hour or portion thereof beyond the two (2) hours. (Also see Rule 25.02(B), (C) and (D) and Rule 25.03(D) and (E) concerning span.)
- (D) No choreography may be rehearsed during class.
- (E) The Engager agrees not to schedule rehearsals which require an Artist to be available for rehearsals with two (2) Choreographers or Ballet Masters or Ballet Mistresses in different studios at the same time.
- (F) At the end of fifty-five (55) minutes of rehearsal, a five (5) minute break shall be called. Rehearsals may be extended by twenty-five (25) minutes, in which case, the Artist shall receive a ten (10) minute break and still receive a five (5) minute break as scheduled within the following half (1/2) hour. The Engager at its own discretion may choose, at the end of eighty (80) minutes of rehearsals, to call a twenty (20) minute break which shall be followed by further rehearsals of eighty (80) minutes.
- (G) If a meal break immediately precedes a dress rehearsal, then that meal break shall be not less than one-and-a-half (1-1/2) hours. This break includes the half-hour call for putting on costumes and make-up. (Also see Rule 16.09, Dress Rehearsal.)
- (H) The maximum number of consecutive hours of rehearsal for which an Artist may be required to rehearse is three (3) hours and rehearsals may not be resumed until the Artist has had at least a one (1) hour rest period.

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

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

If the Artist is required to rehearse more than three (3) consecutive hours, the Artist shall be paid additional compensation at double the half hourly overtime rate per half (1/2) hour or part thereof, provided that the Artist notifies the Engager at least one (1) hour in advance that such overtime has been scheduled. In the case of unscheduled rehearsal being required, the authorized representative of the Engager must ask each Artist if such unscheduled rehearsal would require overtime payment under this Rule and the Artist must advise accordingly.

(I) **Overtime**

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

- (J) There shall be a five (5) minute break between the end of class and the commencement of rehearsals.
- (K) Should an Artist be directed in writing by the artistic staff to take charge of a rehearsal or to teach a role or roles, the Artist will be paid the regular overtime rate for such work in addition to the Artist's contractual in-town fee.
- (L) The Engager must provide a non-compulsory class before rehearsals or performances on every working day which shall, whenever possible be no less than seventy-five (75) minutes in length. If any rehearsals are scheduled before a class, a warm-up must be provided beforehand.
- (M) Company meetings called by the Engager which Artists are required to attend shall be considered a part of rehearsal time for those Artists.
- (N) Time required for the Artist to facilitate work, assist supers or extras for performances, the use of stage apparatus, or any other activity in which an Artist is summoned by a Stage Manager or Ballet Master or Ballet Mistress shall be deemed rehearsal time.

25.02 Rehearsals on a Rehearsal Day

- (A) On a rehearsal day the Artist may be required to rehearse for six (6) hours out of eight (8) hours from the beginning of the day's first scheduled rehearsal of the Artist. In the city of origin, the week may consist of up to five (5) six (6) hour rehearsal days with two (2) free days. In any engagement week which contains three (3) or more free days, the remainder of the days may be either performance days or rehearsal days of six (6) out of eight (8) consecutive hours.
- (B) At the Engager's discretion, the Artist not may be required to rehearse on Saturday in the city of origin except under the following conditions:

 - (i) a Choreographer or his/her official assistant, not residing in the point of origin or engaged as a resident choreographer by the Engager, is working with the Artist in the point of origin;
 - (ii) time rehearsed on Saturday shall be subtracted from the week-day rehearsal in half-hour increments per day, not to exceed one per rehearsal day. The maximum time an Artist may rehearse on a Saturday shall be two-and-one-half (2-1/2) hours, such hours to be consecutive. Rehearsals on a Saturday shall not be scheduled after 14:00. Therefore, during the engagement week, on a rehearsal day, prior to the Saturday, the Artist will be rehearsing for no more than five-and-a-half (5-1/2) hours out of seven-and-a-half (7-1/2) hours from the beginning of the day's first scheduled rehearsal of the Artist.
 - (iii) where with proper notice the regular free day is scheduled for Saturday in the city of origin, then another rehearsal day in the same engagement week shall consist of not more than two-and-a-half (2-1/2) consecutive hours (see 25.02 (B)(ii)). In any engagement week which contains three (3) or more free days, the remainder of the days may be either performance days or rehearsal days of five-and-a-half (5-1/2) out of seven-and-a-half (7-1/2) consecutive hours.
- (C) For time rehearsed beyond the seven-and-a-half (7-1/2) or eight (8) hour span, the Artist shall be paid at the appropriate overtime rate per half (1/2) hour or portion thereof even though the Artist may not have rehearsed the maximum five-and-a-half (5-1/2) or six (6) hours.
- (D) A rest period of one (1) hour or more which precedes an overtime rehearsal and occurs after the expiry of a seven-and-a-half (7-1/2) hour or eight (8) hour span shall be considered overtime.
- (E) The Artist shall not be required to rehearse sooner than fourteen (14) hours following the end of the last preceding rehearsal period of the previous day unless the last preceding rehearsal period occurred on a performance day or on a rehearsal day which included a technical or dress rehearsal.
- (F) In no case shall the Artist be required to rehearse or to perform any service whatsoever, except travel, sooner than twelve (12) hours following the end of the last preceding performance or rehearsal of the previous day. The Artist may travel no sooner than ten (10) hours following the end of the last preceding performance or rehearsal of the previous day.
- (G) If the Artist is required to rehearse or to perform any service during this specified overnight rest period, the Artist shall be compensated at not less than the hourly overtime rate per hour or fraction thereof.

25.03 Rehearsals on a Performance Day

- (A) On any day on which two (2) performances are scheduled, the Artist may not be required to rehearse. One (1) half (1/2) hour spacing rehearsal in street clothes may be called if it does not infringe on a rest period. If an emergency rehearsal is called, the Artist will be paid the half-hourly overtime rate for each half (1/2) hour or part thereof.
- (B) The Artist may not be required to rehearse after an evening performance.
- (C) On any day on which only one (1) performance is scheduled, the Artist shall not be required to rehearse in excess of two (2) hours.
On the day of the season's first performance of a ballet, as well as on one other performance day during the same performance week (in order to rehearse the second cast of a ballet), this time may be increased by one (1) hour.
- (D) The Artist may not be required to rehearse or to perform any other duties, excepting travel, earlier than five (5) hours before curtain time on a single performance day (evening performance), nor earlier than two-and-a-half (2-1/2) hours before curtain time of a matinee. The Engager, upon advising the Artists may extend the five (5) hour span by one (1) hour,

once per calendar week (with no less than seventy-two (72) hours between any occurrences) without overtime in order to accommodate other unions' or associations' rules and/or regulations which could not be accommodated through the regular span and could not be changed to conform to it.

- (E) If an Artist is required to rehearse before the five (5) hour span preceding curtain time, or two-and-a-half (2-1/2) hours before a matinee, the Artist shall be paid the appropriate overtime rate for all the hours prior to the span limitation, whether or not all the hours previous to the commencement of the span had been utilized in rehearsal. (See Rule 25.03(D).)
- (F) On a single-performance day, there shall be no rehearsal scheduled following the conclusion of a matinee performance.
- (G) The Artist shall have one (1) hour free prior to the half-hour call during which the Artist may not be required or called upon to rehearse.
- (H) If the Artist shall be required to rehearse in violation of Rule 25.03(F) or (G) the Artist shall be compensated at double the half (1/2) hour overtime rate for each half (1/2) hour or part thereof.
- (I) On a day where two (2) performances are scheduled, a warm-up will be provided one (1) hour before the second performance. If an emergency rehearsal is called, the Artist will be paid the half-hourly overtime rate for each half (1/2) hour or part thereof.
- (J) The Artist may be required to rehearse fight sequences for a maximum of five (5) minutes immediately prior to the half-hour call. The Artist must, prior to the fight rehearsal, receive the break specified in Rule 25.03(G).

26. UNDERSTUDIES

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

27. POSTING OF REHEARSAL AND PERFORMANCE SCHEDULES

- 27.01** A call board shall be provided in each place where rehearsals and performances are regularly scheduled, and all notices concerning rehearsals, casting, and performances shall be posted thereon. (See Rule 25.01.)
- 27.02** During rehearsal periods an itemized weekly rehearsal schedule shall be posted in each building where rehearsals are scheduled to be given. The rehearsal schedule shall be posted on every Thursday, two (2) hours prior to the end of the rehearsal day, and shall specify the schedule for the following week. Where a role or cast has sharers and/or understudies, the Artist's name and cast must be specified on the schedule. The schedule must specify all Artists called for the rehearsal except as outlined in Rule 27.04.
In the event that the Artist does not inform the Engager that said Artist will be unable to attend a rehearsal or a performance (see Rule 27.05) or is late for a rehearsal call or a performance call, the person in charge of said rehearsal or performance shall advise the Engager who may deduct from the Artist's fee the half-hourly overtime rate for each half (1/2) hour or portion thereof for the time missed. The Artist may appeal through CAEA the Engager's decision not to pay the Artist for the time missed. CAEA's decision on any appealed case shall be final and binding. At the end of each fiscal year, the Engager will contribute all fines under this Rule to the Actors' Fund of Canada.
- 27.03** Where changes are to take place in rehearsal schedules already posted, the Engager shall notify the Artist personally of the correct rehearsal call no later than the Artist's last call of the rehearsal day, or the half-hour call for a performance, on the day prior to the scheduled rehearsal. The Artist must inform the Engager at least two (2) hours in advance in case said Artist is unable to attend rehearsal due to illness or for personal leave (see Rule 35.02). Changes to the posted rehearsal schedule necessitated by an Artist's absence due to illness, injury, unexcused absence, or severe weather may be made at least two (2) hours prior to the rehearsal call provided that the Engager notifies the Artists in person.
- 27.04** Any rehearsal may be marked "TBA" under the following conditions:

- (A) A choreographer or his/her assistant, not residing in the city of origin, is present creating and/or setting a new work. Only the ballet of the Choreographer or his/her assistant shall be marked "TBA";
 - (B) All "TBA" rehearsals on the schedule must designate the name of the ballet to be rehearsed;
 - (C) The names of those Artists called to the rehearsal shall be added to the schedule no later than the Artist's last call of the rehearsal day, or the half-hour call for a performance, on the day prior to the scheduled "TBA" rehearsal.
- 27.05** If the Engager does not abide by the foregoing Rules 27.01, 27.02, 27.03, 27.04, or any part thereof, the Artist shall be exonerated for any lateness or missing of rehearsals occasioned thereby. Where the Artist is not present when the rehearsal call is posted and the Engager has abided by the foregoing, it is the Artist's responsibility to find out when the Artist's next call will be. If the Artist requests to be excused from a rehearsal or performance said Artist must complete a permission to be absent form and obtain the signature of the Engager's designated representative prior to the Artist being absent from the rehearsal or performance.
- 27.06** The program of ballets shall be posted on the bulletin board four (4) weeks in advance. Artists must be informed of casting two (2) weeks before a performance, and in any case before this information is released to the box office or the news media.
- 27.07** Cast changes for ballets during a performance season, other than emergency changes, must be posted two (2) days in advance. Failing which, each Artist directly involved in the change shall be paid one sixteenth (1/16) of the Artist's weekly contractual fee for each such occurrence.
- 27.08** The "sign-in" sheet, if there is one, must be posted one-and-a-half (1-1/2) hours before curtain. Once the Artist has signed in, said Artist may not leave the theatre.
- 27.09** Any additional performances added to the touring performances schedule or changes in the touring performance schedule, which results in two (2) consecutive double-performance days on less than five (5) days' written notice, shall require payment of an additional one-eighth (1/8th) of the Artist's in-town fee to each Artist dancing in the additional performance. (See also Rule 28.01 (B).)
- 27.10** The Artist must be informed of the general casting of a ballet in the current season, either four (4) weeks in advance of opening night, or prior to the first rehearsal of said ballet, whichever comes first. The above does not apply in the case of new creations, acquisitions and re-licensed ballets, in which case the Artist must be informed no later than ten (10) rehearsal days after the commencement of rehearsals for said work.

28. TRANSPORTATION

28.01 General Provisions

- (A) The Engager shall submit to CAEA a copy of the proposed itinerary of any tour, and, in addition, shall submit in writing to CAEA 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.
- (B) One (1) copy of the tour itinerary will be made available to each Artist not later than twenty-one (21) days prior to the commencement of the tour if such information is available, but such information as is available must be furnished to the Artist at least two (2) weeks prior to the commencement of tour. Any additions or changes to the programming except for emergencies must be announced to the company at least five (5) days in advance of such change. First-class mail must be forwarded from the company office to the Artists on North American tour at least once each week. The Engager agrees to provide a written undertaking to invite dancers' representatives of the Communication Committee to a production meeting at least eight (8) weeks in advance of the commencement of a tour in order to allow the dancers the opportunity of identifying potential problems.
- (C) Whenever any Artist shall work for the Engager outside the city of origin, the Engager shall provide and pay for the transportation of such Artist from the city of origin to such point or points outside and the Artist's return transportation to the city of origin. (Also see Rules 15.03 and 15.04.)
- (D) The Engager also agrees to pay for all transportation charges which may be incurred by the Artist during the course of a trip, such as taxi fares between terminals, airline limousines, taxis from terminal to hotel. Where such charges are incurred by the Artist when travelling with the company, authorization by the Engager must be obtained in advance.
- (E) **Personal Baggage**

The Engager shall provide and pay for the transportation of the Artist's personal baggage to such outside point or points and return to the city of origin of up to one hundred and fifty (150 lb.) pound weight in two (2) bags, or limits as prescribed by the commercial carriers. The Engager shall be liable for any loss to the Artist on account of any loss or damage to personal baggage (ordinary wear and tear excepted), while in transit under the control of the Engager. When a commercial carrier is used, the carrier shall be responsible up to its prescribed limits. The Artist must provide a suitable container, and shall have kept the same locked when not in use. Liability shall not exceed two thousand, three hundred forty-five dollars and eighty-eight cents (\$2,345.88) for each Artist, with the exception of jewellery, cameras, and watches, when the additional limit shall be one thousand, one hundred seventy-two dollars and ninety-four cents (\$1,172.94) for each Artist. From the moment the Artist's baggage is removed from the vehicle, the Artist is solely and completely responsible for said luggage until it is reloaded on to the vehicles, or any other vehicle which the Engager arranges, or until it is "checked-in" at airline, bus, or railroad depot. The Engager may require that a list of contents be supplied prior to departure on tour. The Artist will be required to clear their personal baggage through international customs.

- (F) For any tour of over eight (8) weeks, or any tour with a change of season, the Engager agrees to provide a container for the Artists' excess baggage.
- (G) The Engager agrees to provide return transportation to and from the city of origin (or place of engagement) to any Artist who, when engaged, is outside the city of origin (or place of engagement), including taxi or limousine transportation of the Artist from place of residence to the terminal or point of departure and from the terminal or point of arrival in the city of origin (or place of engagement) and the same on return to place of residence.
- (H) The Artist shall be responsible for transporting personal baggage to and from place of residence to the point of departure and return at the beginning and the end of the trip and the Engager shall reimburse the Artist's reasonable expenses for such transportation.
- (I) **All inclusive Tickets**
Whenever an all inclusive ticket is provided by the Engager, the Artist shall not be required to pay for any part of it. Notwithstanding the above, the Artist shall be required to pay for any personal travel included on the ticket at the Artist's request, and any penalties occasioned by such changes to an itinerary.

28.02 Touring Provisions

- (A) At least four (4) weeks prior to the commencement of a tour the Engager must provide the Artists with a list of at least two (2) hotels in each city where the Artist will be required to stay. Such hotels will be of first-class standard except where no such class exists in which case the standard will be of the best class which does exist. The Artists shall vote on which hotels shall be used on a tour and the hotels receiving the majority of the votes cast by the Artists will determine the choice of hotel to be used by them. "
Notwithstanding the above, the Engager may utilize its long standing national hotel tour sponsor and partner, Delta Hotels (www.deltahotels.com) for all applicable cities on tour where such facilities exist. These facilities are understood to be of a first-class standard.
- (B) In every case where the theatre is situated more than a half (1/2) mile from the hotel, transportation to the theatre, and return to the hotel after the performance or rehearsal will be arranged by the Engager. The time of departure shall not be later than forty-five (45) minutes after the final curtain. Should the Engager delay the departure time from the theatre beyond forty-five (45) minutes the actual departure time shall mark the beginning of the time for the required rest period. Any Artist who is not ready within the aforesaid limits shall be responsible for the Artist's own transportation to the hotel.
Should the post performance travel time by bus between the theatre and the hotel(s) exceed one (1) hour, the excess time (time spent travelling beyond the one (1) hour span) shall be added to the overnight rest period.
Notwithstanding the above, where the theatre is within a half (1/2) mile of the hotel but inclement weather or unsafe conditions prevail, transportation will be provided for Artists. The definition of unsafe or inclement weather will be at the discretion of the Engager.
- (C) The Engager agrees that when an Artist has concluded a trip there shall be at least two (2) free hours from the time the Artist has received a key to a made-up hotel room to the time of call for transportation to the theatre for rehearsal or performance or any other duties. Should a made-up hotel room not be available to the Artist, the Artist must immediately inform both the company manager and the deputy and separate transportation arrangements shall be made

to allow the Artist the required two (2) hour rest period. The Artist shall not be required to participate in any rehearsal (optional or otherwise), performance or any other duties whatsoever for the Engager unless the Artist has specifically requested same. For any violation of this Rule the Artist shall be paid the appropriate hourly overtime rate.

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

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

- (D) On a non-performance day on which there is travel, the span from the beginning of travel to the end of the last rehearsal shall not exceed eleven (11) hours. The span may be exceeded only by the length of the class.
- (E) The Engager further agrees that on a non-performance day, if any trip exceeds five (5) hours in length from the time of departure to time of arrival in the new city of performance or stopover, then on that day the Engager will not call any rehearsals.
On a non-performance day on which there is travel to the city of origin, no rehearsal shall be scheduled.
- (F) There shall be a two (2) hour tolerance for delays caused by inclement weather, mechanical failure, delays in departure of commercial carriers, or other conditions over which the Engager has no control, including time lost going through security, customs and immigration at international borders.
- (G) No more than two (2) hours of overtime travel may be scheduled on any one (1) day without the express consent of CAEA.
- (H) Night travel shall be deemed to be travel between the hours of midnight and 09:00 and shall only be by railroad or airplane as provided in these Rules, except with the written permission of CAEA.
Travel between midnight and 09:00 excluding Rule 28.02(B), whenever travel takes place between the hours of midnight and 09:00, the Artist shall receive the following payments:
 - (1) between the hours of midnight and 07:00, the Artist shall receive compensation at double the appropriate overtime rate.
 - (2) between the hours of 07:00 and 09:00, the Artist shall receive compensation at the appropriate overtime rate.
- (I) **Proof of Insurance**
The Engager agrees to submit proof to CAEA in writing that the carrier company carries passenger liability insurance of at least two million (\$2,000,000.00) dollars on each vehicle employed.
- (J) **Method of Transportation**
Not to limit the foregoing where railroad transportation is used, the conditions set forth under Rule 28.03 below are applicable. Where bus transportation is used, the conditions set forth under Rule 28.04 shall be applicable. Where air transportation is used, the conditions set forth under Rule 28.05 shall be applicable. For transportation outside Canada and continental United States, the conditions set forth in Rule 28.06 shall be applicable.
- (K) The Engager agrees if at all possible to make previous arrangements so that the Artists will not be required to register individually immediately upon arrival at their designated hotel, where state, provincial or civic regulations so permit.
- (L) The travel schedule for the following day shall be posted one-and-a-half (1-1/2) hours before scheduled curtain time the night before travel is to commence.
- (M) The Engager agrees to endeavour to arrange for quality restaurant facilities after the termination of performance. The company manager will make a list of those Artists who have agreed to utilize these restaurant facilities. A list shall be posted of those Artists who have agreed to use the restaurant facilities, and those Artists shall be held responsible for any penalties or deposits payable due to their non-appearance. The Engager shall provide transportation to such restaurants except where restaurants are available within walking distance. When restaurants of reasonable prices and quality are readily available, within easy walking distance of the theatre or the hotel following performances, this Rule will not apply.
- (N) Should the Artist travel to the theatre or return to the hotel by any other means of transportation other than the transportation provided by the Engager, the Artist will not be reimbursed for such travel unless the travel is specifically approved by the Engager prior to its occurrence.

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

28.03 Railroad Travel

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

28.04 Bus Travel

The Engager agrees that where bus transportation is utilized, all of the following Rules shall apply.

(A) Routing

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

- (1) Double-performance days — no travel permitted
- (2) Single-performance days — five (5) hours
- (3) Non-performance days — eight (8) hours. Notwithstanding the above, the Engager may extend travel on a non-performance day to nine (9) hours once per tour.

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

(C) Comfort and Safety

The Engager agrees that the bus shall be equal in comfort, conditions and safety to those used by first class long-distance bus companies, and that it shall be equipped with heat, air conditioning, separate luggage quarters, luggage racks and lavatories.

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

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

- (F) Travel time shall commence and be computed from the time the bus is scheduled to leave. The Artist shall be prompt for all bus calls and shall make baggage available for loading at least fifteen (15) minutes prior to the scheduled departure time. If an Artist is responsible for a delay at any time, such delay shall not be counted as part of the travel time of the company. The Engager may, for the convenience of the company, schedule a second pickup, in which event travel time shall commence from the scheduled departure from the second pickup. Travel time shall be computed separately for each bus. Each bus, upon arriving at its destination, will first deliver the Artists to their hotels. Travel time shall end when the Artist has received a key to a made-up hotel room.

- (G) In all instances where the Engager foresees complications in arriving at appropriate facilities for the breaks outlined below, the Company Manager or Engager's representative shall confer with the Equity Deputies at least one (1) hour prior to the required break.

The Artists will be provided with the following travel breaks:

- (1) There will be no travel breaks for the travel periods of two (2) hours or less;
- (2) There will be one (1) twenty (20) minute travel break which will be deemed to be part of the travel time after the first two (2) hours of travel;
- (3) There will be a one (1) hour travel break which shall not be considered part of the travel time, not more than two (2) hours after the termination of the twenty (20) minute break referred to in Rule 28.04(G)(2);
- (4) If travel continues beyond the break referred to in Rule 28.04(G)(3) above, there will be one (1) twenty (20) minute travel break during each subsequent two (2) hour travel period which travel break will be deemed to form part of the travel period;
- (5) There will be an additional one (1) hour travel break, which shall not be included in the travel period, five (5) hours after the termination of the first one (1) hour travel break referred to in Rule 28.04(G)(3).
- (6) If a period of travel does not commence until after 12:00p.m., the first one (1) hour travel break will not occur during the subsequent five (5) hour period of travel. The provisions of Rule 28.04(G)(4) above apply.

- (H) There shall be an interval of at least ten (10) hours between the final curtain on any one (1) night and the bus call for the next day's travel. In the case of any one (1) day being completely devoted to travel with no performance, there shall be an interval of at least twelve (12) hours between the termination of that day's bus journey, and the beginning of the following day's bus journey. Except as otherwise provided herein, travel shall not begin sooner than 09:00. Where travel takes place within the ten (10) hour rest period, the Artist shall be paid at the appropriate overtime rate for each hour or portion thereof. When scheduled curtain time is earlier than 20:00, travel may begin by the same amount of time prior to 09:00 but no earlier than 08:00 without any night travel penalties (see Rule 28.02(H)).

(I) **Bus Standard**

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

28.05 Air Transportation

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

- (A) The Engager agrees to purchase insurance on the life of each Artist during said airplane travel, having a value of no less than one hundred thousand (\$100,000.00) dollars through special facilities which are made available by CAEA, or to provide the same coverage which shall be satisfactory to CAEA through other facilities if available. The Artist will, however, sign over a statement of the Artist's beneficiary which must be duly recorded on each Artist's policy, or else legally certified through the office of the Engager.
- (B) All flights shall be on regularly scheduled airlines, or, with special permission, a chartered flight or military aircraft - such permission by CAEA will not be unreasonably withheld.
- (C) Air travel time shall be computed from the time of call for departure from the organized point of departure until arrival destination (hotel or theatre) and is to include travel to and from airports, all waiting time at terminals, flight time and stop-over time, and all delays of any nature whatsoever, however caused, except that there shall be a two (2) hour tolerance for delays caused by inclement weather, mechanical failure, delays in departure or cancellation of commercial carrier flights upon which the Engager has confirmed prepaid bookings, or other conditions over which the Engager has no control, including time lost going through security, customs and immigration at international borders.
- (D) Where the total air travel time exceeds two (2) hours on a double-performance day, six (6) hours on a single-performance day, or eight (8) hours on a non-performance day, or ten (10) hours on a non-performance day once per tour, the Artist shall receive the appropriate overtime rate per half (1/2) hour or portion thereof. Where more than two (2) time zones are crossed in travel, rehearsals or performances on the same day must be arranged with CAEA in advance - otherwise the Artist shall not be required to rehearse or perform.
- (E) Notwithstanding the other provisions of this Basic Agreement, air travel may begin at 08:00 provided the overnight rest period is at least nine (9) hours in duration. The rest period stipulated in Rule 28.02 (C) shall be increased by the amount of time prior to 09:00 and after 08:00 that the Artist is called to commence travel. In a case where a charter aircraft could not be made available at a later time, this Rule may apply.
- (F) Should departure by airplane be delayed due to any conditions, adequate accommodations shall be provided each Artist, including hotel room between midnight and 09:00. If the hotel room is not provided free of charge by the airline, the Artist shall not be required to pay for such hotel room if by so doing the Artist would be required to pay for two (2) hotel rooms within a single span of twenty-four (24) hours.

If no such accommodations are provided, the Artist shall be paid at double the regular hourly overtime rate per hour or portion thereof. Stopover time ceases when a hotel room has been made available to the Artist as above between midnight and 09:00, but will recommence if a travel call is given before 09:00. If the journey recommences before 09:00 at the requirement of the airline, the Engager shall pay to each Artist the regular hourly overtime rate per hour or portion thereof from the recommencement of the journey up to 09:00. If the journey recommences before 09:00 at the requirement of the Engager, the above rate shall be increased to double the regular hourly overtime rate per hour or portion thereof.

- (G) When a flight is chartered by the Engager, scenery and other equipment will not be carried in the passenger section of the plane if it is of a nature and size that will cause discomfort to or endanger the Artists.
- (H) When the Artist is required to travel separately from the remainder of the company, the Artist will travel on a scheduled commercial airline.
- (I) Air travel time in excess of three (3) hours shall require that the two (2) hour rest period specified in Rule 28.02(C) will be increased to three (3) hours. For the purposes of this Rule the air travel time shall be computed from the time the Artist is called to board the aircraft in one city through to the aircraft's arrival at the terminal gate in the city of destination. Air travel time shall also include the time taken to transfer from an aircraft to another and airport stopovers of less than one-and-a-half (1-1/2) hours.

28.06 International Touring

When the Engager presents the company outside of Canada and the continental United States, the Engager will advise CAEA of its schedule, in writing, ninety (90) days prior to the commencement of the tour. Both CAEA and the Engager agree to complete the international tour rider ninety (90) days in advance of the tour including the review of the following Rules as they may apply to each tour:

12.01	Payment of Fees
16.05(C), (G)	Free Day
18.02(B)	Categories
18.06(B)	Per Diem
19.02	Maximum Number of Performances
22.01	Rest Period After Matinee
23.01	Closing Time of Performance
23.02	Closing Time of Performance
25.02(F)(last paragraph), (G)	Rehearsals on a Rehearsal Day
25.03(D), (E)	Rehearsals on a Performance Day
28.01 (E), (F)	Transportation - General Provisions
28.02(A), (B), (C), (D), (G), (H), (M)	Transportation - Touring Provisions
28.04(A), (H), (1)	Bus Travel
28.05(D), (E), (F), (1)	Air Transportation
32.12	Costumes, Wigs, Shoes, Make-up, etc.
32.13	Costumes, Wigs, Shoes, Make-up, etc.
34.04	Program and Souvenir Program
48.	Multiple Infringements

International travel at the commencement and termination of a tour may be undertaken without any penalty provided compensatory days off are mutually agreed to when flights are in excess of the hours specified in Rule 28.05(D).

The per diem rates for the various cities shall be agreed to two (2) months in advance (see Side-Letter of Agreement).

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

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

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

29. REHEARSAL AND PERFORMANCE CONDITIONS

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

- 29.01** The dance surface prior to the commencement of rehearsal or performance shall not be slippery or dirty.
- 29.02** A floor covering, if used, must be cleaned with detergent or appropriate solution.

- 29.03** The surface must be cleaned daily, in sufficient time prior to use. In rehearsals in which the Artist is required to do floor work on a wooden surface, the floor shall be cleaned immediately prior to use.
- 29.04** Artists shall not be required to rehearse or perform on concrete or marble floors or any other surface which is unsafe or may be the cause of an injury to an Artist. The Stage Manager and the CAEA deputies will consult with the Artistic Director or the Artistic Director's designate and the company manager if it appears that the performing surface is unsafe or may be the cause of an injury to an Artist during rehearsal or performance. The final decision as to whether the performance surface is unsafe or may be the cause of an injury to an Artist shall be made by the Artistic Director or the Artistic Director's designate, the CAEA deputies and the Stage Manager.
The Engager shall identify the anticipated floor conditions for each venue on the tour itinerary.
- 29.05** The theatre, rehearsal halls, stage and wings of the stage, dressing rooms shall have reached the minimum temperature specified in Rule 29.06 before the dancers arrive at the theatre, to take class, rehearse or to perform. It is recognized that the amount of time needed between turning on the heating system and air reaching the required minimum temperature will vary from theatre to theatre. However, because the dancers need at least two (2) hours to prepare for a performance, the minimum temperature specified in Rule 29.06 must have been achieved at least two (2) hours before curtain time. Otherwise the performance will not be allowed to take place.
- 29.06** Artists will not take class or perform when the temperature drops below eighteen degrees Celsius (18° C) or -sixty-five degrees Fahrenheit (65° F), or exceed thirty-two degrees Celsius (32° C) or eighty-eight degrees Fahrenheit (88° F). It is agreed that where the minimum conditions cannot be met, the Artist must not take class rehearse or perform. Sponsors and promoters should be advised of these circumstances sufficiently in advance of the playing date to allow adequate arrangements to be made. Adequate arrangements do not include the use of portable oil or gas space heaters with open flames in the area where dancers are required to perform, rehearse or dress. Portable oil or gas space heaters with an enclosed flame may be used provided such heaters have been approved by the Canadian Standards Association or Underwriters Laboratories.
- 29.07** (A) When performing in outdoor theatres when the temperature is between eighteen degrees Celsius (18° C) and nineteen and ninety-nine hundredths degrees Celsius (19.99° C), Artists will be allowed to use warmers with their costumes (if applicable).
The measurement of the stage temperature will be made by equipment from, and be set up by an official from, the meteorology department. If said equipment is not available, then equipment of the same quality will be purchased by the Engager. Payment of such equipment will be borne equally by CAEA and the Engager.
- (B) The Engager will, in the contract with the presenter, reserve the right to make such changes in performances as are dictated by inclement weather.
- (C) Artists will not dance on wet stages due to rain, fog, dew, etc.
- (D) If there is a program change due to weather, Artists must be notified as soon as possible.
- (E) The decision to perform or not to perform in accordance with the provision of this Rule is to be made by the scheduled curtain time.
- 29.08** Two (2) separate toilet facilities must be provided with running water and, wherever possible, adequate dressing room facilities, mirrors, lights, heat, hot running water, showers with hot water, and adequate space shall be provided.
- 29.09** The Engager agrees to provide security for Artist's valuables at the Artist's request and to make every effort to provide separate dressing room facilities for supers and students from CAEA Artists.
- 29.10** Where suitable bathing facilities are not available at the place of performance, the Artist may not be required to wear body make-up (on any part of the torso except the shoulders) unless the Artist is provided with protective clothing or unless the Artist is reimbursed for any resultant reasonable cleaning bills.
- 29.11** While on tour, the Engager agrees to provide barres for class to accommodate every dancer.
- 29.12** There will be no smoking during rehearsals or classes either in the rehearsal area or on stage.
- 29.13** All backstage areas and passages will be sufficiently illuminated to ensure the safe movement of the Artists from one area to another.
- 29.14** Stairs and platforms that exceed four (4) feet in height must have proper wooden safety railings where set design permits.
- 29.15** The Engager will, whenever possible, provide the Stage Manager and deputies with the names of medical doctors, osteopaths, chiropractors, masseurs and masseuses practising in each place in

which the company performs. The Engager, by providing the aforesaid names, does not endorse the professional competency or in any way recommend the names of the list.

29.16 Extraordinary Risks

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

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

The Engager agrees that appropriate training by a qualified individual will be provided to Artists involved in extraordinary risks. (See Rule 29.17.)

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

(C) Partial payment in the case of accidents is covered by the disability insurance provided by the Engager to a percentage of the Artist's fee as herein stipulated in said Rule, but the Engager shall be required to pay the remainder of the Artist's contractual fee to fulfill the requirements of this Rule 29.16 under any and all circumstances.

(D) An Artist shall not be required to perform an extraordinary risk unless said risk is agreed to by the Artist and stipulated in a rider to the contract.

29.17 Stage Fights

(A) The Artists shall agree in a rider to participate in stage fighting in accordance with Rule 29.16.

(B) The Engager shall assign a "Fight Captain" to monitor the stage fight(s) for the duration of the production. (See Rule 16.29 for the definition of "Fight Captain.")

(C) All Artists who participate in a stage fight must rehearse said fight before each performance. Any exception shall be at the discretion of the Fight Captain. [See Rule 25.03(J).]

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

30. STAGE MANAGEMENT PERSONNEL

30.01 Staffing

(A) The Engager shall at all times engage at least one (1) CAEA Stage Manager. Sufficient stage management personnel shall be engaged to ensure the safe and efficient running of each production. The Engager shall discuss adequate stage management staffing for each production with the Stage Manager prior to the start of each season.

(B) An Assistant Stage Manager shall be engaged for the production of *Nutcracker*. The ASM's engagement shall begin not later than three (3) weeks prior to opening or two (2) weeks before the production begins rehearsals in the Theatre, whichever is greater, and shall continue until the end of the production.

30.02 CAEA contract

All Production Stage Managers, Stage Managers and Assistant Stage Managers must be properly contracted on the CAEA contract form provided by the CAEA office.

30.03 Preparation Week

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

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

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

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

30.04 Assistant Stage Managers:

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

30.05 Stage Management Duties

- (A) **Rehearsals during rehearsal period or performance:**
Organize and supervise all rehearsals and performances; endeavour to uphold the terms of this Agreement, the requirements of Equity's Constitution, By-Laws and any regulations governing its membership, and any management rules and regulations not in conflict with this Agreement, and to consult with the Deputy and the Engager's designated representative where necessary.
- (B) **Scheduling:**
In accordance with the requirements of the Engager and the terms of this Agreement, be responsible for the calling of all rehearsals, whether before or after opening, and for the scheduling of other company or individual calls related to a production.
- (C) **General Stage Management duties:**
As the duties of Stage Management may differ from production to production, it is required that the Engager discuss these duties with the Stage Management personnel prior to signing the contract. Any other duties than those previously defined herein shall be contracted separately in writing and included as a rider to the contract and the Stage Manager and the Engager shall be free to negotiate additional compensation for such other duties. This does not preclude Stage Management personnel from performing other duties in an emergency.
- (D) **Record-keeping, Prompt Book:**
Assemble and maintain the prompt book, which is the property of the Engager, and is defined as the accurate and up-to-date playing text and stage business, together with cue sheets, plots, daily records, etc. as are necessary for the actual technical and artistic operation of the production. The Stage Manager will submit the prompt book to the Engager at the end of the run of the production.
During the rehearsal period communicate with the Engager's designated representative about running times and any problems in the technical elements of the production. During performance this communication must be written and filed with the Engager's designated representative in the form of a daily show report. The Stage Management show report shall be confidential.
- (E) **Technical Support:**
Be present at all rehearsals and performances and may be required to arrive at the theatre not more than a half (1/2) hour in advance of the dancers in order to accomplish any of the following:
 - (i) Assist electricians with special focus, cuing options, etc., when deemed necessary by Engager.
 - (ii) Meet with theatre counterpart to learn theatre rules, policies, etc.
 - (iii) Double check with wardrobe re: casting and program.
 - (iv) Set up touring rehearsal sound system.
 - (v) Spike appropriate scenery or specials on floor.
 - (vi) Investigate paging systems, cuing systems and their operation.
 - (vii) Check front curtain.

(F) Performances:

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

(G) Discretion in Organization of Work

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

30.06 Prohibited Duties

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

(A) Fulfilling Duties of Union Members

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

(B) Fulfilling Duties of Management

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

(C) Signing Closing Notices

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

(D) Building Maintenance

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

(E) Payroll

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

(F) Serving Meals

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

(G) Understudying and Performing

Understudying or performing on stage.

(H) Shoe Bags

The Stage Manager shall not be responsible for carrying the Artists' shoe or make-up bags from point to point unless contracted separately in writing and included as a rider to the contract. The Stage Manager and the Engager shall be free to negotiate additional compensation for such duty.

30.07 Working Conditions

- (A)** On a rehearsal day, the Stage Manager may be required to work for seven-and-a-half (7-1/2) hours out of nine-and-a-half (9-1/2) hours from the beginning of the day, except that, on a Saturday in the city of origin, the Stage Manager may work not more than three-and-a-half (3-1/2) consecutive hours. Where with proper notice the regular free day is scheduled for Saturday in the city of origin, then another rehearsal day in the same engagement week shall consist of not more than three-and-a-half (3-1/2) consecutive hours. In any engagement week which contains three (3) or more free days, the remainder of the days may be either

performance days or rehearsal days of seven-and-a-half (7-1/2) out of nine-and-a-half (9-1/2) consecutive hours.

- (B) On a rehearsal day the Stage Manager may be required to work for eight (8) hours out of ten (10) hours from the beginning of the day. In the city of origin, the week may consist of up to five (5) eight-hour days with two (2) free days. In any engagement week which contains three (3) or more free days, the remainder of the days may be either performance days or rehearsal days of eight (8) out of ten (10) consecutive hours.
- (C) During performances, the Stage Manager may be required to work for nine and a half (9-1/2) hours from their first call of the day. The computation of hours will begin a half (1/2) hour following the closing of the last curtain of the day in regressing order to the Stage Manager's first call of the day.
- (D) The maximum number of consecutive hours of work for which a Stage Manager may be required to perform the Stage Manager's duties is five (5) hours and work may not be resumed until the Stage Manager has had at least a one (1) hour break. If the Stage Manager is required to work for more than five (5) consecutive hours, the Stage Manager shall be paid additional compensation at double the half-hourly overtime rate per half (1/2) hour or part thereof.
- (E) Any overtime which would result from Stage Management scheduling decisions must be approved by the Engager's designated representative.
Should the Engager's designated representative not be available for such approval, and if the working of such overtime is paramount to safety, travel schedule or the efficient running of the production, such overtime may be approved at the discretion of the Stage Manager, in which case the Stage Manager shall inform the Engager's designated representative of such overtime in a timely fashion.
The Stage Manager cannot be held responsible for any overtime which may arise through circumstances beyond their control.
- (F) If instructed by the Engager to travel with the dancers, when the Stage Manager has concluded a trip, there shall be at least one (1) free hour from the time the Stage Manager arrives at the city of destination to departure for the theatre.
- (G) Should the Stage Manager be required to travel overnight on a sleeper coach, the Stage Manager shall receive an amount not less than that paid to the crew in lieu of accommodation. This amount is in addition to the per diem outlined in Rule 18.06.
- (H) Should the Artist be required to use his/her own private vehicle for company business, the Stage Manager shall receive compensation at a rate of forty-eight cents (\$0.48) per kilometre.

30.08 Free Day

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

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

30.09 Production Material

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

30.10 Health and Safety

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

30.11 Guest Appearance

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

30.12 Billing

- (A) It is understood that as far as billing is concerned, the word "Artist includes all Equity Stage Management personnel. Further, it is understood that when any of the technical, administrative or managerial staff, other than the producer, is listed on the billing page of a program, the Stage Management personnel shall also be listed.
- (B) In the event that the Stage Manager or Assistant Stage Manager is replaced by new Stage Management personnel, an announcement to this effect shall be made in one (1) of the following ways:
- (i) through the insertion of a printed slip in all programs; or
 - (ii) by means of a sign prominently posted at the entrance to the theatre.
- Additionally, the outgoing Stage Manager or Assistant Stage Manager's photograph and name must be removed from the lobby and replaced by that of the new Stage Manager or Assistant Stage Manager.
- For each failure either to place a correction slip in the playbill and/or program, or to make an announcement correcting the error, as stipulated above, or to correct the playbill or program cast listing at the next printing after proper notice, the Engager shall pay the Artist involved a sum equal to one-seventh (1/7) of the Artist's contractual in-town fee for each week or part thereof during which the omission or error continues.
- If an emergency replacement occurs at or after the half-hour call, this Clause shall not apply.
- (C) Where the Engager elects to include the photographs and/or biographies of all Equity Performers engaged in a production in the program, the Engager will also include the photographs and biographies of Stage Management personnel.
- (D) Where the Engager elects to include the photographs of all Equity Performers engaged in a production or season in a souvenir program, the Engager will also include the photographs of Stage Management personnel.

30.13 SM Special Provision – Recording

- (A) **Visual Recordings or Broadcast of a Production in Whole or in Part**
- (i) Payment to Stage Management personnel shall be in accordance with Rule 34.05(F)
 - (ii) These payments shall be contracted for by rider to the Artist's CBA Engagement Contract.
 - (iii) No Artist may be required to take part in the recording or broadcast. If the Artist agrees to do so, the Artist shall be properly contracted for same and shall be free to negotiate a fee in excess of the minimum conditions specified herein, including royalty payment.
- (B) No work to accommodate the recording or broadcast may take place on a two-performance day or on a free day.
- (C) There must be a ten (10) hour rest period overnight. There must be a rest period of not less than two (2) hours prior to curtain time on a day on which there is one (1) theatrical performance. On a day when there is a matinee performance only, there must be a two (2) hour rest period following final curtain. Infringement of these provisions is to be paid for at the appropriate overtime rates in this Agreement
- (D) When a recording or broadcast is made of a stage production during a lay off period, the Stage Management personnel who were last engaged in the stage production prior to the recording or broadcast must be paid in accordance with Clause 34.05(F).

30.14 Exclusions

The following Rules do not apply to Stage Management:

- 11. Choreographers' Contracts
- 17. Apprentice Dancers and Students
- 18.02 Categories
- 18.08
- 20. Artists Not Under Seasonal Contract
- 21.01 Intermissions and Calls
- 22.01 Rest Period After Matinee
- 23. Closing Time of Performance
- 24. Singing and Speaking Roles
- 25. Rehearsals
- 26. Understudies
- 27. Posting of Rehearsal and Performance Schedules
- 28.02(C), (D), (E), (F), (G), (H) Touring Provisions

28.04	Bus Travel (when touring with crew only)
29.	Rehearsal and Performance Conditions
32.	Costumes, Wigs, Shoes, Make-up, Etc.
33.	Costume Fittings
34.03(B)	Billing
34.04(A)	Program and Souvenir Program
34.04(C)	Program and Souvenir Program
34.04(D)	Program and Souvenir Program
44.	Guest Artist Engagement

30.15 Apprentice Stage Manager Program

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

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

(A) Registration

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

(B) Maximum Number

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

(C) Minimum Engagement

In order to qualify for an apprentice credit with the Engager, the Apprentice Stage Manager must be engaged for a minimum period of six weeks. During this period, the Apprentice Stage Manager must work under the supervision of the Stage Manager during the rehearsals, cueing sessions and scene change rehearsals and performances of at least one complete Ballet/Production.

(D) The Engager shall engage not less than one (1) Apprentice Stage Manager during each season.

(E) It is not the intention of the Stage Management Apprentice programme to reduce the stage management staffing provisions of Rule 30.01 of the Agreement.

31. FIGHT DIRECTORS

31.01 Requirement for a Fight Director

A Fight Director shall be contracted whenever an Artist is required to participate in a stage fight (see Rule 16.28) involving one or more of the following elements:

- (1)** two (2) or more combatants;
- (2)** acrobatics, including but not limited to, choreographed throws and falls;
- (3)** weapons of any sort, including but not limited to, furniture or other props used as weapons;
- (4)** martial arts and unarmed combat;
- (5)** the request of an Artist in consultation with the Engager, the Deputy, and the Stage Manager.

31.02 Equity Members

The Engager will only engage existing Equity Fight Directors. Equity will provide on request a current and up-to-date list of Fight Directors who have informed Equity that they are available for work, and who are registered with either Fight Directors Canada or the Society of Canadian Fight Directors, or otherwise recognized from within the Equity membership as Fight Directors. However, the Engager shall not be obliged to engage a Fight Director whom the Engager judges to be incompatible with its needs. A person who is not already a member of Equity may be engaged as a Fight Director (see Rule 2.01) with the written permission of Equity provided that the Engager has conducted a search for and considered existing Equity members.

31.03 Pre-production Meeting

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

31.04 Free Day

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

31.05 Travel

For non-continuous engagements, the Engager shall provide round-trip transportation from the Artist's place of residence to the Engager in accordance with Rule 15.04 for each period of time that the Artist is required to attend the Engager.

31.06 Rehearsal

Understudies and each Artist performing a role must be present for all fight rehearsals.

Should an Artist involved in a stage fight leave the production for any reason, fight rehearsals for the replacement Artist shall be conducted by the Fight Director. If the Fight Director is not available for such rehearsal, the Artist shall have the first choice of a replacement, with the approval of the Engager.

31.07 Contracts

A Fight Director may be engaged to choreograph one or more stage fights in a single production. The engagement contract shall specify the stage fight(s) to be set by the Fight Director as well as the anticipated amount of rehearsal time allocated to each stage fight. The Fight Director shall be advised by rider to his/her engagement contract of the anticipated dates of rehearsal. Any change to said dates shall be by mutual agreement between the Artist and the Engager, and confirmed in writing by rider to the engagement contract.

31.08 Insurance

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

31.09 Changes

After the completion of the fight rehearsals, the work of the Fight Director (including cast changes involving combatants) shall not be changed or deleted by the Engager unless:

- (1) required by emergency; or
- (2) the physical conditions of the theatre necessitate change and/or deletions; or
- (3) 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 Rule 18.01.

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

32.01 The Engager agrees to supply all Artists with all properly fitted costumes including performance tights, wigs and wig hairpins, jewellery, beards, hairpieces, shoes, body paint and wet white and up to six (6) pairs of pointe shoe ribbons (female artists), and shoe elastics per season, for all performances and rehearsals and class, required by the Engager and prior to such performances and rehearsals. Except where prevented by an emergency, each female Artist will be assigned their own performance tights for the season.

32.02 Each Artist shall receive one (1) pair of new shoes upon the return to the authorized person "on request of one (1) pair of worn-out shoes. In the case of dispute as to whether the shoes are sufficiently worn to warrant replacement, decision shall be made by a representative of the Engager, and Ballet Master or Ballet Mistress. This Rule refers to all pointe and practice shoes for female and male Artists for all rehearsals and performances, and shoes must be satisfactory to Artist as to fit and quality.

32.03 Whenever possible the Engager agrees to post the shoe request list on Tuesday of each week and deliver the shoes on Friday of each week.

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

- (A) cost of shoes;
- (B) transportation costs to and from the shoe store; and

- (C) the time spent by the Artist in purchasing the shoes shall be counted as part of rehearsal time and overtime payments made if necessary.
- 32.05** If an Artist is newly cast in a ballet which requires boots or any shoes other than ballet, pointe or character, the Artist must receive a shoe fitting long enough before the first performance of the ballet to allow correction or else the securing of new footwear. All character shoes provided to the Artist must be comfortable. In the event of a cast replacement, this Rule will be implemented at the earliest opportunity.
- 32.06** If at any time during a season an Artist's footwear becomes unfit for dancing, the Engager will replace from reserve stock, or else order to the dancer's specifications a replacement. In cases of dispute over the wearability of the footwear, the Engager, and the Ballet Master or Ballet Mistress shall make the final decision.
- 32.07** The Engager agrees to supply each female Artist with not less than four (4) pairs of new performance tights every September, or else at the beginning of rehearsals, or a new member at the beginning of her contract. If any time tights become unfit for performances, the Engager will replace them. Principal female dancers may, if they desire, purchase their preferred brand of pink tights and submit the receipt for same to the management for a reimbursement, which will be paid provided the shade of pink is approved by the Engager. If at any time a male Artist's tights become unfit for performances, the Engager will replace them.
- 32.08** The Engager agrees Artist's costumes will be cleaned prior to first use and as soon as is practicable after fifteen (15) wearings of each costume thereafter. The Engager agrees to launder all washable items after each performance whenever the schedule permits. The Engager agrees to furnish two (2) t-shirts to all male Artists on request which are to be worn under costumes. All of the above wearing apparel shall be thoroughly dry and available at the half-hour call.
- 32.09** Wherever circumstances permit, sharers of Principal and Soloist roles must have their own costumes for the parts they are sharing, including headdresses and accessories. The Engager agrees to make every effort to implement these requirements.
- 32.10** No Artist may wear a costume worn by another person in different acts of the same performance.
- 32.11** In the event of replacement in a scheduled performance, the Engager shall see that costumes and footwear will be ready for the Artist who is going into the part at the half-hour call and the Artist shall be responsible to check all costumes and footwear no later than the half-hour call.
- 32.12 Shoe Bags**
The Engager agrees that while on tour he will arrange to have the Artist's make-up and shoe bags carried from point to point and to have the practice clothes available for the first class or rehearsals. Dance bags are provided for the transportation of rehearsal wear only.
The Engager will provide the Artists with a smaller carry-on bag to transport their own rehearsal wear for one rehearsal day. Artists may be required to clear all their own personal goods through all international customs ports as required, which may include the content of dance bags as customs regulations may necessitate. As well, Artists may be asked to check-in their luggage with the airlines on North American tours. However, the transportation of the shoe bags from the theatre to the hotel to the airport (and vice-versa) shall be the responsibility of the Engager.
The Engager may arrange that an Artist help in the transportation of the shoe bags for reasonable terms to be negotiated between the Artists and the Engager and stipulated in writing (copy to be filed with CAEA).
- 32.13** For every female dancer the Engager agrees to provide and transport a sturdy compartmentalized container for the pointe shoes the dancer is carrying for the current week.
- 32.14** The Artist shall be held responsible to see that said Artist has all costumes and footwear at the half-hour call.
- 33. COSTUME FITTINGS**
- 33.01** In addition to regular rehearsal time 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 ballet per year per Artist.
- (A) 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 fittings shall constitute part of the costume fitting time. The Artist must consider a costume fitting as an official call and must attend as required unless said fitting invades the Artist's meal break, overnight rest period, the optional class, is scheduled prior to 09:00 or 15 minutes prior to the optional class, except at the Artist's specific request.

- (B) A schedule of the times for such fittings shall be posted and kept by the Stage Manager. The Engager shall maintain a "sign-in" sheet in the wardrobe room. The sheet will include the Artist's name, costume(s) to be fitted, and the scheduled time of the fitting. The Artist's time of arrival at and departure from the fitting will be notated on the sheet and initialled by the Artist.
 - (C) Fitting time scheduled at the end of the rehearsal and/or performance day shall be limited to thirty (30) consecutive minutes.
- 33.02** The Engager agrees that any additional hours or fraction thereof spent by the Artist for costume fittings above those provided for in the preceding Rule 33.01, shall be considered rehearsal time or shall be compensated at the appropriate overtime rate per half (1/2) hour or portion thereof.
- 34. USE OF ARTIST'S IMAGE**
- For the purpose of this rule, the term "Commercial Product" refers to an object including, but not limited to, poster, T-shirt, publicity campaign, newspaper, magazine advertising or recording which is sold or given away and whose primary aim is direct or indirect increase of revenue. The use of an Artist's image in a "Commercial Product" always requires the Artist's approval of the photograph and/or its use and may require additional payment (see Appendix F).
- 34.01 Photography**
- (A) All photo calls and sessions shall be considered as rehearsal time. The Artist shall receive at least twenty-four (24) hours' notice of such photo calls, except in the case of special news release photographs. "Special news photography" means "candid shot and the Artist is not required to pose.
 - (B) The names of all dancers shall be printed with all photographs (of three (3) dancers or less) whenever and wherever used or displayed within the control of the Engager. This Rule shall apply wherever the Engager has control over such photographs and photography. There shall be no photographs taken during rehearsal or class without the advance approval of each Artist.
 - (C) Time involved in interviews, with or without photography, is voluntarily given by the Artist and shall not be counted as rehearsal time unless required by the Engager.
 - (D)
 - (i) The Engager must obtain the Artist's prior written authorization before the Artist's image may be used to promote or endorse a commercial product (including books) and advertisements) and said authorization must specify the commercial product involved (See Appendix F).
 - (ii) If the Artist consents to the use of said Artist's picture, the Artist shall be paid not less than one hundred and six dollars and sixty-three cents (\$106.63) for said use. An Artist called to a photo call for the purpose described above in Rule 34.01 (A), whether said call is at the theatre or elsewhere, shall be paid one hundred and six dollars and sixty-three cents (\$106.63) per hour for said call, but shall be paid no additional sums for use of photographs taken during said call. The above fees may be waived at the discretion of the Artist.
 - (E) If a photo call is preceded by a meal break, then that meal break shall be one-and-a-half (1-1/2) hours. This period includes time to put on costumes and make-up.
 - (F) Dancers shall have the right of approval of photographs. This Rule applies to photographs of three (3) dancers or less. This approval shall be in writing and shall not be unreasonably withheld. Photographs not disapproved within forty-eight (48) hours after notification of their availability to the Artist shall be considered approved.
- 34.02 Publicity**
- (A) The Engager agrees that the Engager will not advertise or announce the future appearance of an Artist nor use any photograph suggesting the same without a prior signed contract of employment with said Artist.
 - (B) The Engager shall not be responsible for the public appearance of an Artist's name, likeness, photograph or picture in connection with any performance if it shall be proved that the name or likeness of the CAEA member was placed before the public by the CAEA member, the member's personal representative or manager, or without the knowledge or consent of the Engager by the local manager or newspaper in the city where the performance shall be scheduled to take place.
 - (C) The Engager shall reimburse the Artist for all reasonable personal expenses incurred in connection with publicity appearances initiated or requested by the Engager.

(D) Biographical Material

At the beginning of each season, the Artist shall be required to provide the Engager with the necessary information required for the creation of biographical material including photographs relating to the Artist which can be included in the company produced materials including but not limited to performance program, souvenir programme, company newsletter and company website. The Artist shall have the right of approval of any biographical material subsequently included in company produced material(s), which approval shall be in writing, and shall not be unreasonably withheld. Biographical material not disapproved within forty-eight (48) hours of submission to the Artist shall be considered approved.

(E) Interviews

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

34.03 Billing

(A) The Engager agrees that the Engager will display the names of all Artists prominently inside the lobbies of all theatres.

(B) When a Principal dancer or Soloist leaves the company, the dancer's name and/or likeness (in photographs portraying three (3) dancers or less) must be removed from all front-of-house boards and frames where the ballet is playing, as well as from all frames at other theatres. The removal shall be made prior to the first performance of the Artist's successor. Should the Engager fail to comply with this Rule within three (3) days after giving of written notice either by the Artist, the Artist's successor, and/or CAEA, the Engager shall pay extra to the Artist currently performing and to the Artist whose name and/or likeness has not been removed, one-seventh (1/7) of their respective weekly fees for each day that the Engager has not complied with the Rule.

When an Artist has been absent from the company by reason of illness, long-term injury or leave of absence for a period exceeding thirty (30) days, the absence shall be noted on all front-of-house boards and frames where the company is performing.

34.04 Program and Souvenir Program

(A) The Engager shall have listed in the program (playbill) distributed to the audience, or have announced to the audience, the names of all Artists who dance Principal or Soloist roles. Where a change in such occurs, an announcement of the change shall be made to the audience.

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

(B) Artists shall have the right of approval of photographs for use in the souvenir performance program (playbill). This approval shall be in writing and shall not be unreasonably withheld. This Rule applies to photographs of three (3) Artists or less. Photographs not disapproved within forty-eight (48) hours after notification of their availability to the Artist shall be considered approved.

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

Other than the above, if the Engager continues to sell souvenir programs containing clearly recognizable identifiable photographs (of three (3) Artists or less) and/or biographical material

of an Artist no longer in the company, each such Artist will be paid fifty-three dollars and thirty-two cents (\$53.32) a week for using same, until the souvenir programs are removed from distribution.

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

- (D) Use of photographs in a historical context may be the subject of a special agreement between CAEA and Engager.
- (E) There will be no riders on any Artist's contract waiving any of these Rules.

34.05 Preserved Performances (recordings) and Broadcasts

(A) This Rule covers the recording (preservation) of the audio and/or visual aspects of a theatrical production in whole or in part through the use of any and all devices known in existence and yet to be developed. The resulting product shall hereafter be referred to as a "recording". The Artist may be required to take part in the recording or broadcast.

(B) Recordings or broadcasts of theatrical productions shall be made only with the permission of the Engager and the consent of CAEA.

(C) For each day, the Artist may be called for a maximum of five (5) out of a span of seven (7) hours with a one (1) hour break after no more than four (4) hours which shall be completed not later than two (2) hours before curtain time on the day of a theatrical performance given under the terms of the standard CAEA contract.

(D) On a day on which there is no theatrical performance, the sessions including rehearsals may be eight (8) out of twelve (12) hours. There shall be a minimum of ten (10) hours clear between the close of the Artist's activities in the production on a day and the beginning of the Artist's activities in that production on the following day (whether theatrical or televising, recording or filming).

(E) Rates (Radio)

In the event of a radio broadcast or taping for same, CAEA's prior permission is required and such terms and conditions as may be agreed upon between CAEA and the Engager shall apply.

(F) Rates (Exclusive of Radio)

(i) Specially Prepared Recordings

The Engager shall pay the Artist engaged therein a minimum of two (2) weeks' contractual fee, giving the producer a maximum of two (2) days' work of eight (8) out of a span of nine (9) hours each day or eight (8) out of a span of twelve (12) in accordance with Rule 34.05(C) above. Should a third day be required, the Engager shall pay the Artist not less than seventy-five per cent (75%) of one (1) week's contractual fee for said day as defined in Rule 34.05(C) above. For each day thereafter, the ACTRA principal film rate or negotiated rate will apply, whichever is higher.

(ii) Live-to-Tape Recordings

The Engager agrees to pay each Artist (including Stage Management and Choreographer of the work) a minimum of one week's in-town fee for each instance of a live-to-tape recording. A live-to-tape recording may be derived from up to two (2) public performances. Such recording shall not involve the Artist in any additional work and shall not take place on more than two (2) days, in each instance, unless additional payments are made.

(iii) Short Works

The Engager may apply to CAEA for special rates for short works of approximately thirty (30) minutes or less.

(G) The Artist shall be signed to a separate ACTRA contract for such engagements, and copies of same shall be filed with CAEA. The Engager agrees that the responsibility for the payments lies solely and exclusively with the Engager and all payments to the Artist stipulated herein shall be in addition to and separate from payment and fees stipulated in the Artist's original CAEA contract. The Artist may not be required to take part in the recording or broadcast. If the Artist agrees to do so, said Artist shall be properly contracted for same and shall be free to negotiate compensation in excess of the above minimum.

- (H) Overtime**
In the case of Rules 34.05 (E) and (F) above, on each day governed by the CAEA minimum compensation, any overtime required of the Artist shall be payable at the rate of one-seventh (1/7) of the Artist's CAEA weekly contractual fee per hour or portion thereof.
- (I)** All the terms of the applicable ACTRA agreement and rules shall apply to any employment day or portion thereof not covered by these Rules. Residual payments for repeat performances shall be made according to the applicable ACTRA agreement in existence at the time of the repeat performances.
- (J)** The Artist may not be required to render services for a recording session, live broadcast or rehearsals for same under any circumstances on a day where two (2) theatrical performances are to be presented.
- (K)** To facilitate the transfer from stage to another medium, a recording or broadcast ("live" or recorded) of a theatrical production shall only be permitted when said production has been specially prepared and/or rehearsed specifically for the recording or live broadcast and further provided special arrangements are made between the Engager and CAEA in writing in advance.
- (L)** The Artist shall not knowingly participate in any recording or broadcast ("live" or recorded) except under the circumstances set forth in this Rule.
- (M)** If the Engager authorizes a recording or broadcast of any part of the theatrical production without informing the Artist, and if the Artist is not aware of same, the Engager shall be obliged to make the payments required in this Rule.
- (N)** The Engager shall give the Artist at least one (1) week's notice before the recording or "live" broadcast of a production takes place.
- (O)** Whenever any member or members of a company are rehearsed for a recording or "live" broadcast, such rehearsal shall be included in the rehearsal schedule for said recording or broadcast. In the case of dispute, CAEA in its sole discretion shall decide whether such rehearsal time is related to the theatrical production or the recording or broadcast.
- Negotiation of television contracts and filming:**
The Engager is not entitled to enter into any agreement for the taping or filming of any production which binds the Artists of the company, without first securing a written agreement from CAEA. Each Artist must be presented with the terms of the Artist's contract four (4) weeks in advance if at all possible in order to facilitate negotiations.
If televising of a ballet is to take place in a location in which there is no cafeteria, the Engager agrees that the Engager will either provide a hot meal for the Artist, or else extend the meal break to two (2) hours, exclusive of make-up time.
All time required for the application of make-up shall be included on the schedule as a part of the television work day.
- (P)** CAEA will waive the two (2) week payment required under this Rule if the Artist is engaged to make a television spot commercial for the production of one (1) minute or less duration using material from the production.
- (Q) Promotional Recordings**
The Engager may use material recorded pursuant to Rule 34:05 (R) and /or 34.06, for the purpose of promoting and publicizing theatrical presentations to sponsors or potential presenters. No additional payment is required to the Artist. A promotional recording may not be broadcast in whole or in part.
Promotional recordings may be comprised of elements of performances with a maximum combined running time of sixty (60) minutes provided no ballet is shown in its entirety. The Engager retains full responsibility for any misuse of this material.
- (R) Current Affairs Program**
A maximum of two (2) minutes of performance or rehearsal may be presented on a current affairs program without payment to the Artist provided that twenty-four (24) hours' notice of the filming is given to the Artist and CAEA. Such notice shall not be required in the case of an unanticipated news item.
- (S)** For purposes of this entire Rule, whenever a recording or broadcast of a production in whole or in part is made, all members actually engaged in said recording or broadcast, and the Stage Manager directly responsible for said production shall be governed by, and paid according to, this Rule. For the sum total of all additional days on which dancers are called,

the Stage Manager shall receive not less than one (1) week's contractual fee, but in any case not less than the lowest amount paid to any Principal dancer.

- (T) Any Artist, who is contracted or called for any recording or broadcast, and is subsequently dismissed or released from such recording or broadcast, shall be paid in full as if the Artist had done said mechanical reproduction.
- (U) In all cases, should the applicable ACTRA rate of compensation be greater than any stipulated herein, the applicable ACTRA rate shall apply.
- (V) All payments to the Artist for such work shall be in addition to and separate from payments and fees stipulated in the original CAEA contract.

34.06 Archival Recordings

The foregoing notwithstanding, the Engager may make study films and/or video tapes during regular rehearsal hours under the following conditions:

- (A) All time spent in such filming or videotaping shall be considered as rehearsal time, and paid for at the appropriate rate contained in the Basic Agreement
- (B) These study films or video tapes are to be used exclusively for the purpose of re-creating, re-staging, re-studying and recording choreography, and are to be used strictly as a record by the Engager only.
Additionally, the Engager may show such tapes in a private showing to potential presenters for the sole purpose of providing such presenters with the opportunity to view the repertoire the Engager is considering for a tour of a production(s). In such a case the tapes must remain under the strict legal control of the Engager and be returned to the Engager immediately following the viewing.
- (C) The study films or video tapes may be used by the Engager only with the consent in writing of the "owner of the rights" to the ballet, i.e. Choreographer and/or ballet company.
- (D) These films or video tapes must not be used for commercial purposes, theatrical exhibition, or any other purpose other than specifically provided herein.
- (E) In the event the Engager violates any of the provisions contained herein or such films are used by any person or corporation or organization other than the Engager for any purpose whatsoever, the Engager agrees that the Engager will compensate all members of CAEA appearing in such films or videotapes at the appropriate rate of compensation and conditions of the union and/or association having jurisdiction over such use.
- (F) The Artists agree to allow the Engager to use archival film or video tapes without compensation to the Artists to produce television commercials of not more than sixty (60) seconds. These commercials will be used specifically for promoting contracted performances or tours. The Engager will use archival material not more than three (3) years old to produce said television commercials. For film or video sections of three (3) or less Artists featured, Artists shall have the right of refusal. The approval shall be in writing and shall not be unreasonably withheld. Video footage not disapproved within forty-eight (48) hours of submission to the Artist shall be deemed to be approved. If the Engager violates any of these provisions contained herein, the Engager agrees to compensate all members of CAEA appearing in the commercial at the appropriate rate of compensation of the union and/or association having jurisdiction over such use.

Notwithstanding the above, any archival material used in the above fashion which was obtained prior to July 01, 1991 will require the written consent of all Artists involved.

34.07 Internet

- (A) The names of all Artists shall be identified for all still photographs used on the Engager's website.
- (B) A maximum of two (2) minutes of performance or rehearsal may be presented on the Engager's or the Engager's Touring Agent's website without additional payment to the Artist, provided that the Engager notifies CAEA in advance, in writing. The written notification to CAEA shall include full particulars of the website including confirmation that the material cannot be downloaded, and that the Engager is not receiving any revenue for the use of the material. The names of all Artists shall appear on the website. The Engager warrants that it is responsible for any misuse of the material.

34.08 Donated Advertising/Public Service Announcements

When the Engager receives a donation of television airtime and production, it may make an advertisement without payment to the Artist provided each of the following provisions are met:

- (i) Material used must be from existing material or current affairs recording(s) (per Rule 34.05 (S));
- (ii) Artists involved consent to the use of the material. The Engager will provide all known details such as broadcaster, number of airings, requirements for identification of corporate and private sponsors, and other details which may impact the Artists' informed consent;
- (iii) The Broadcaster is not paid for airtime;
- (iv) The Engager does not pay for the production of the advertisement;
- (v) The completed advertisement is no longer than one (1) minute;
- (vi) Whenever possible, Artists involved shall be identified in the advertisement. However, if a paid production sponsor(s) is identified, Artists must be identified.
- (vii) The advertisement is for a production currently in rehearsal or performance and may not be used after the closing of the production.
- (viii) The Engager will notify CAEA of its intent to exercise the provisions of this Rule. Notification will include confirmation that all of the above requirements have been met.

34.09 Subscription/Educational Recording

The Engager may distribute previously recorded material of not more than two (2) minutes as part of the annual subscription campaign and to teachers as part of background material on the company, without payment to the Artists.

The Engager must receive written consent from all Artists performing Principal or Soloist roles in the footage prior to the use of the footage, such consent to be filed with CAEA prior to use of the material. All Artists appearing in the material must be currently under contract with the Engager or have been engaged by the Engager within the past five (5) seasons. Each Artist appearing in the material shall receive a copy as well as a copy being filed with CAEA. All Artists appearing in the material shall be credited. No other use shall be made of materials whatsoever without CAEA's further written permission. The Engager retains full responsibility for any misuse of the material.

35. SICK LEAVE AND WEEKLY INDEMNITY, EXTENDED HEALTH AND DENTAL INSURANCE, LONG TERM DISABILITY

35.01 Weekly Indemnity, Extended Health and Dental Insurance

- (A) The Engager undertakes to arrange and maintain, for each Artist, a group Weekly Indemnity, Extended Health, Long Term Disability and Dental Insurance Plan which provides for health benefits supplementary to and in addition to the Artists' provincial health insurance coverage.
- (B) Artists are required to contribute twenty-five per cent (25%) of the monthly premium for Weekly Indemnity, Extended Health, Long Term Disability and Dental Insurance. This contribution will be deducted from each Artist's bi-weekly compensation during the length of the season.
- (C) The terms and conditions of the insurance, including the cost of the premium payable under the provisions of Rule 35.01 (B) above, are established in accordance with Appendix A of the Basic Agreement and may not subsequently be changed during the term of this Basic Agreement without prior consultation with CAEA. In the event of any changes to the plan being considered, the Engager will consult with CAEA at least ninety (90) days prior to the proposed effective date of such proposed changes. The Engager reserves the right of final decision. Changes in the insurance coverage may only come into effect prior to the beginning of a season and not during a season, or during the term of an individual Artist's contract, and only if the Artist is informed of such changes prior to the execution of the Artist's contract.

35.02 Sick Leave and Personal Leave

The Engager agrees that the Artist, while engaged, shall be entitled to sick leave with full pay for not less than fourteen (14) days from July 01 to June 30 of the following year, and that the maximum number of consecutive sick days taken per incident of illness or accident cannot exceed seven (7) calendar days. If an Artist is unable to return to work upon expiration of the seven (7) calendar days, the Artist must apply for benefits under the Engager's Weekly Indemnity Plan. Upon acceptance into the plan, the coverage would extend up to seventeen (17) weeks of leave. If the Artist is still unable to perform his/her duties after the expiration of the Weekly Indemnity benefits and requires further leave, the Artist shall apply for benefits under the Engager's Long Term Disability Plan. Upon approval in

receiving long term benefits, the benefits coverage may extend up to twenty-four (24) months. Please refer to the Artist's segment of the Engager's Personnel Insurance Program for details of eligibility and coverages (Appendix B).

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

35.03 Maternity Leave of Absence

An Artist is entitled to Employment insurance benefits if the Artist is pregnant, has recently given birth, is adopting a child, or is caring for her newborn child.

A maximum of fifteen (15) weeks of maternity benefits are payable only to the biological mother in a period surrounding the birth of the child. To be eligible, an Artist requires 600 hours of insured work in the previous fifty-two (52) weeks.

A maximum of up to thirty-five (35) weeks of parental benefits are payable to biological and adoptive parents.

Written application for the leave must be made at least four (4) weeks before commencement of the leave to the Artistic Director and/or Chief Operating Officer.

35.04 Parental Leave

Employment insurance benefits entitle the Artist to an additional thirty-five (35) weeks of unpaid parental leave that is available to mothers and fathers. To be eligible, an Artist requires 600 hours of insured work in the previous the birth of the child. To be eligible, an Artist requires 600 hours of insured work in the previous fifty-two (52) weeks and must have submitted an application in writing for leave at least four (4) weeks before commencement of leave.

Parental leave also applies to adoptive parents.

A woman's parental leave must follow immediately after her maternity leave is completed, unless she and the Artistic Director and/or Chief Operating Officer have agreed to a different arrangement.

Fathers may begin their parental leave at the same time as the mother, at a different time, or during a period which overlaps her leave, as long as it is commenced within fifty-two (52) weeks of the child's birth or date the child comes into custody.

35.05 Leaves of Absence Without and With Pay

(A) Leaves of Absence Without Pay

A leave of absence, without pay, may be granted only on the authority of the Artistic Director and/or Chief Operating Officer, to whom a written request should be directed.

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

A leave of absence without pay will not exceed seventeen (17) consecutive weeks without direct consultation with the Artistic Director and/or Chief Operating Officer.

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

(B) Leaves of Absence With Pay

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

35.06 Compassionate Care Leave

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

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

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

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

36. PARTIES BOUND BY AGREEMENT

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

37. CLOSING SEASON

37.01 Defining closing notice

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

38. CONTRACT

38.01 Changes and Alterations

The Artist has no right or power to waive any of the minimum conditions set forth in the Artist's contract or other rules without the written consent of CAEA. Unless any and all riders, changes, alterations, waivers or substitution from or under these Rules made prior to, when or after the contract of engagement is made shall have been consented to by CAEA in writing, such riders, changes, alterations, waivers or substitutions, or any part thereof are void, at the option of the Artist, CAEA consenting. It shall be the duty of the Engager not the Artist to submit proposed changes to CAEA for its written approval of a duly authorized representative. At the option of CAEA no such riders, changes, alterations, waivers or substitutions shall be admitted in evidence, in any arbitration, or by any tribunal for the disposition of any claim without the written consent of CAEA.

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

38.02 Signing of Agreement

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

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

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

39. DEPUTIES AND REPRESENTATIVES

Deputies of CAEA shall be permitted in each company. Duly authorized representatives of CAEA shall have free access to the stage and to all members of CAEA at all times, inclusive of rehearsals and performances. CAEA may represent its members in any dispute which may arise with the Engager.

40. EQUITY - SPECIAL PROVISIONS

40.01 Benefits

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

40.01 Meetings - Privilege of Artists to Attend

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

40.03 Special Power to Act for Artist

- (A) Whenever it is provided in any Artist's contract that any act or thing may be done by a member:
- (1) at the option of or with the consent of or at the request of CAEA, or
 - (2) on the demand of or with the consent of such member,
- CAEA representing the Artist, has and is given authority to act for and in the place of the member and to assert the Artist's position or make the Artist's request or demand, as the case may be, with all the power and authority of the member, without liability to itself.
- (B) In all cases where by virtue of any Artist's contract the consent or approval of CAEA is required, CAEA has and reserves full discretionary power in giving its consent to change, modify and limit rights of any member under the Artist's contract, said action to be taken on behalf of the CAEA in writing by either the President or Executive Director, or one of the executives or members of the legal department especially authorized by either of said officers to act.
- (C) As far as the Engager is concerned, the interpretation of the Artist's contract is the Artist's own responsibility and cannot rest on CAEA. Oral statements or interpretations often lead to confusion and disagreement. Therefore, it is a rule that such oral or telephone rulings by CAEA are not binding on CAEA or, except with its consent, upon its members, and written rulings or interpretations must be either approved or given by the Executive Director or one of the executives or members of the legal department specifically authorized by said officer to act, and then only shall the ruling be binding when they act within the powers delegated to them by the Council.

41. NOTICES

- 41.01** It is the essence of all engagement contracts that all notices thereunder, company and individual, must be in writing. Copies of all notices must be filed with or mailed to CAEA forthwith by the party (Artist or Engager) giving notice. Full power is reserved to the Council of CAEA to grant relief from this Rule, where, in its opinion, the person or persons to whom notice is given has not or have not been misled or injured.
- 41.02** An individual Artist's contract or letter of intent to re-hire may be terminated by mutual agreement only with the consent of CAEA. Such individual notice given by either party with the consent of CAEA shall be a minimum of two (2) weeks. Termination agreement initiated by the Artist may include such conditions as the Engager may impose. Other than as stipulated in Rule 7.05, termination agreement initiated by the Engager may include such conditions as the Artist may impose.
- 41.03** All notices to the Engager may be given to the Engager personally or to the company manager or Stage Manager in writing. Notices to the Artist must be given to the Artist personally in writing unless the Engager has procured the address of the Artist to be registered with the Engager in which case, unless otherwise provided, it may be given by mail or telegram. All communications which refer to the company in general shall be posted on the call board.
- 41.04** The Engager shall have the option to extend a contract upon all the same terms and conditions for a period of thirty (30) days or less before the commencement of engagement and for one hundred and twenty (120) days or less after the "final performance", upon notice in writing delivered by the Engager to the Artist not less than thirty (30) days before the opening and/or closing contract date.

42. PERFORMANCE LOST

- 42.01** It is agreed that if the Engager cannot perform because of fire, accident, strikes, riot, act of God, war, the public enemy, or for any other cause of the same general class which could not be reasonably anticipated or prevented, then the Engager shall notify the Artist thereof, in writing, and the Artist shall not be entitled to any individual contractual compensation for the time during which said services shall not, for such reason or reasons, be rendered. Should any of the foregoing conditions continue for a

period of ten (10) days or more after such notice to the Artist, either party in writing may terminate the Artist's contract and the Engager will pay for all services to date, and transportation back to the city of origin, in the event the company is out of town at the same time.

Whether or not the contract is terminated by either part, the Engager shall pay to the Artist the per diem rate for any day which the Artist did not receive said Artist's individual contractual compensation, but for not more than the period of ten (10) days as set forth above.

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

- 42.02** The Engager agrees to abide by the determination of the Council of CAEA as to whether this Rule applies to any given situation, and such determination shall be final.

43. SECRET VOTE

- 43.01** At all meetings of the Artists called by the deputy, the vote shall be by secret ballot.

- 43.02** Should any situation arise where the Engager wishes the company to consider any proposition not covered by the standard CAEA contracts of engagement or CAEA rules, the Engager shall notify the deputy and the deputy shall arrange a meeting of the Artists which may be held at the theatre where the company is playing. At such meeting or meetings, neither the Engager nor the Engager's representatives shall be present when a vote is taken. Any proposed action by the Artists shall not, however, be binding without the written approval of CAEA.

- 43.03** The determination of the Council of CAEA as to any issue arising under the above provisions shall be final and binding upon the Engager and each Artist.

44. GUEST ARTIST ENGAGEMENT

The Artist may be permitted at the Engager's discretion to accept Guest Artist engagements outside the company. Should the Engager grant such permission the Engager agrees to inform the Artist in writing of any cost with regard to the Artist's lost fees, costume or tape rental. It is the Artist's responsibility to obtain the Engager's written permission before concluding any agreement to accept such external Guest Artist appearances.

45. EXPIRATION

The term of this Basic Agreement shall commence on July 01, 2005 and shall terminate on June 30, 2008, provided that all contracts with Artists which expire after the date shall be deemed subject to such new agreement as may be entered into between CAEA and the Engager for the next or succeeding season CAEA and the Engager agree to submit proposals for the new Basic Agreement no later than December 31, 2007, six (6) months prior to the expiry date of this Basic Agreement.

46. SEPARABILITY

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

47. FAILURE TO INSIST UPON PERFORMANCE

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

48. MULTIPLE INFRINGEMENTS

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

49. PERFORMANCES IN THE UNITED STATES

- 49.01** An Artist shall receive not less than one hundred and fifteen per cent (115%) of the Artist's weekly contractual fee on a pro-rata basis while rehearsing or performing in the United States of America.

- 49.02** The Artist shall be paid not less than one-sixth (1/6) of the Artist's weekly contractual fee total fee for each day or part thereof, for any day on tour including travel days, rehearsal days, performance days and Free Days in the U.S.A.

- 49.03** Additionally, the Artist shall receive one hundred and fifteen per cent (115%) of all premium and overtime payments while on tour in the U.S.A.

- 49.04** All fees (overtime, special fees, etc.) paid on tour in the U.S.A. shall be paid in Canadian Dollars.
- 49.05** While on tour in the United States for the period July 01, 2005 to June 30, 2008, the daily meal allowance (per diem) rates as described in Rule 18.06(B) shall be payable in U.S. dollars.

50. ENGAGER'S RULES

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

51. ARBITRATION

51.01 Initiation of Dispute Resolution Process

In the event of a difference of opinion relating to the interpretation or application or an alleged violation of this Basic Agreement or an Individual Artist's contract, then the parties shall first attempt to resolve the matter through informal discussion. When the Engager and Equity are in disagreement over the interpretation and application of this Agreement, then Equity's interpretation shall prevail unless modified by mutual agreement between the parties or the ruling of an arbitrator. Should the matter not be resolved, then either party may invoke the formal dispute resolution process by filing a dispute notice in writing with the other party ("respondent party"), provided that the dispute notice has been filed no later than twenty-eight (28) calendar days after the initiating party became aware of the difference of opinion or alleged violation.

51.02 Dispute Notice - Content

The dispute notice must set out the facts supporting the difference of opinion or alleged violation of this basic agreement or individual artist's contract that are alleged to have been violated and the remedy sought.

51.03 Dispute Resolution Meeting

Where the dispute notice is presented to the responding party, a dispute resolution meeting with the representatives of CAEA, the Engager and the artist if necessary, will be arranged at a mutually agreeable time to discuss the dispute, provided that the meeting takes place no later than twenty-eight (28) calendar days from the date the dispute notice was received by the responding party.

51.04 Dispute Notice - Time Limit

The responding party shall respond to the other's dispute notice in writing within fourteen (14) days after the dispute resolution meeting.

51.05 Arbitration Notice

If the dispute is not resolved at the dispute resolution state, the initiating party may refer the dispute to arbitration by providing the responding party with written notice of arbitration no later than fourteen (14) calendar days after receipt of the responding party's response.

51.06 Mediation

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

51.07 Arbitration Panel

A dispute which has been referred to arbitration shall be heard by a mutually agreed-upon single arbitrator, or by mutual consent, a board of arbitration consisting of three arbitrators.

51.08 Time is of the Essence

The time limits in Rule 51 are of the essence. If any required notice is not received within the time limits above, the dispute shall be deemed to have been forever waived and abandoned and shall not thereafter form the basis of a dispute or arbitration process. Any extension of time limits must be agreed to in writing between the parties.

51.09 CAEA shall represent and act for the Artist in these arbitration proceedings.

51.10 The party receiving notice of arbitration shall within fourteen (14) days send a response by mail to the party demanding arbitration.

51.11 Arbitration shall take place in Winnipeg.

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

51.13 The parties agree that no recourse shall be had to a court of law by either party, subject to either party's right to enforce an arbitration award by filing the decision in the Court of Queen's Bench.

51.14 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 other provisions of this agreement.

- 51.15** Where the Artist fails to comply with the rulings of the arbitrator, CAEA may discipline the Artist in accordance with the Constitution and By-Laws of CAEA.
- 51.16** Each party shall bear its own costs of and incidents to any arbitration and/or mediation process. The fees and charges of the arbitrator or mediator shall be borne equally by the two parties.
- 52. HARASSMENT POLICY**
The Engager's Harassment Policy attached in Appendix E shall be an integral part of this agreement.

APPENDIX A

**SIDE-LETTER OF AGREEMENT
BETWEEN THE ROYAL WINNIPEG BALLET
AND CANADIAN ACTORS' EQUITY ASSOCIATION**

For the Period of July 1, 2005 to June 30, 2008

- **Amendment to Rule 28.06 - International Touring**
The per diem rates for the various cities shall be calculated at eighty per cent (80%) of the Treasury Board of Canada Secretariat rate, including incidentals. Per diem will be provided to the Artist no later than two (2) weeks prior to departure and will be calculated based on the exchange rate posted on that day, on xe.com, The Universal Currency Converter®.
- Notwithstanding Rule 28.02(E), on a non-performance day, limited to travel from Winnipeg, Manitoba to Ottawa, Ontario, only, if any trip exceeds six (6) hours in length from the time of departure to time of arrival in the new city of performance or stopover, then on that day the Engager will not call any rehearsals.

APPENDIX B

MAXIMUM BENEFIT BROCHURE:

Terms and Conditions of Out-of-country coverage, Short-Term Disability, Dental, and Extended Health Insurance

Policy # 31845, please contact RWB.

SUNLIFE BROCHURE

Terms and Conditions of Long Term Disability Insurance

Policy #22457, please contact RWB.

APPENDIX C

May 20, 2005

Ms Susan Wallace
Executive Director
Canadian Actors' Equity Association
44 Victoria Street, 12th Floor
TORONTO ON M5C 3C4

cc: Gerard Roxburgh
Don Rutley

Dear Susan:

This letter confirms the Royal Winnipeg Ballet's commitment to ensure that a sprung floor will be in place at the Manitoba Centennial Centre Concert Hall for the Winnipeg performances opening October 19, 2005. We further confirm that the RWB's commitment in this regard was a substantive component of the 2005 - 2008 negotiations for a renewed Canadian Ballet Agreement.

We understand the importance of the floor with respect to the dancers' health, and are pleased to resolve this issue as part of the successful conclusion of negotiations for the 2005-2008 Canadian Ballet Agreement between CAEA and the RWB.

Yours truly

Judy A Murphy, CA
Chief Operating Officer

Direct line: 204/957 3444
Email: jmurphy@rwb.org

APPENDIX D

PROCEDURE FOR UNSAFE WORKING CONDITIONS

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

FIRST STAGE

Artist(s) considers work unsafe

Artist(s) stops activity. Reports concern immediately to Stage Manager and Deputies and Artistic Staff. Activity is on hold.

Issue Resolved
Artist(s) goes back to work

ISSUE NOT RESOLVED

SECOND STAGE

With reasonable grounds to believe work is still unsafe, Artist(s) does not resume activity. Stage Manager or Deputies call CAEA at 416-867-9165 or 1-800-387-1856

The Engager may attempt to modify the activity to eliminate the risk.

CAEA Representative in conjunction with a member of Artistic Staff, Stage Management and Deputies jointly make the decision on whether the activity is unsafe.

Stage Management gives the decisions to Artist(s).

Activity is deemed unsafe and is stopped

Changes are made, if possible.
Activity is resumed.

Activity is deemed safe.
Discussion with Artist(s) on possible replacement.

APPENDIX E

1. HARASSMENT POLICY

1.1 Principle

The Engager strives to provide an environment that is free of harassment and supportive of personal dignity, self-esteem and fair treatment. Harassment will not be tolerated as part of any activities engaged by the Engager or the Artist

1.2 Harassment – General

A course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment may include comment or conduct linked to the prohibited grounds (as described in section 3.1) initiated by one person towards another which causes humiliation, offence or embarrassment, or results in a poisoned work environment. Single acts of sufficient severity may constitute harassment.

1.3 Sexual Harassment

One or a series of comments or conduct of a gender related or sexual nature that is known or ought to be reasonably known to be unwelcome/unwanted, offensive, intimidating, hostile or inappropriate. See section 3.3 for a description of sexual harassment.

1.4 Personal Harassment

Behaviour directed at an individual, not linked to the prohibited grounds, which has the purpose or effect of unreasonably interfering with the person's work and/or creating an intimidating, humiliating, hostile or offensive environment.

1.5 Direction/Evaluation

Harassment does not include fulfilling the requirements of a performance or direction and/or evaluation of an individual in order to have the person improve his or her performance.

Sexual harassment does not include such appropriate and proper touching as may be necessary in the course of dance instruction, coaching or performance.

2. PROCEDURE

2.1 When such behaviour occurs, the offended party shall make known to the harasser, either directly or indirectly, that it is unwelcome behaviour.

2.2 Should the behaviour continue, it must be reported to the Engager's representative, who at the discretion of the Artist, may inform the Business Representative of Equity; or to the Business Representative of Equity, who shall inform the Engager.

2.3 The Engager has a duty to take immediate steps to investigate the complaint in as discreet and confidential a manner as possible, and to take appropriate action, up to and including dismissal, against any person found to have violated this policy. A complaint to the Engager or the Business Representative of Equity regarding this policy will in no way prejudice the complainant's engagement.

2.4 In the circumstances outlined above, the Engager may request relief from the provisions of Clause 41.02, in order to terminate an Artist's contract without further remuneration. Equity may grant such relief, provided it is satisfied that such termination of the Artist's contract is appropriate.

2.5 In the event that the Engager and Equity are in dispute with respect to any matter arising from the application of this Clause, either party may refer the dispute to the dispute resolution procedures of Clause 51.

3. DESCRIPTIONS OF HARASSMENT

3.1 Prohibited Grounds for complaints of General Harassment

Race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, handicap, age (all ages for students; 18-65 years in employment, 16 years and over in accommodation; 18 years and over in the other areas), marital status (includes cohabitation, widowhood, separation), family status (parent-child relationship), the receipt of public assistance (in accommodation only), record of offences (provincial offences, pardoned federal offences - in employment only).

3.2 Harassment includes, but is not limited to:

- (i) Inappropriate or insulting remarks, gestures, jokes, innuendos or taunting about a person's racial or ethnic background, colour, place of birth, citizenship, ancestry, creed or disability;
- (ii) unwanted questions or comments about a person's private life;
- (iii) posting or display of material, articles, graffiti, etc., which may cause humiliation, offence or embarrassment on prohibited grounds.

3.3 Sexual Harassment

One or a series of comments or conduct of a gender-related or sexual nature that is known or ought to be known to be unwelcome/unwanted, offensive, intimidating, hostile or inappropriate.

Employees and students have the right to be free from:

- (A) unwanted sexual solicitation or advance from any person;
- (B) reprisal or threat of reprisal from any person for the rejection of a sexual solicitation or advance.

Sexual harassment includes but is not limited to:

- (i) Unwelcome remarks, jokes, innuendoes or taunting about a person's body, attire, gender or sexual orientation;
- (ii) unwanted touching or any unwanted or inappropriate physical contact such as touching, kissing, patting, hugging, or pinching;
- (iii) unwelcome enquiries or comments about a person's sex life or sexual preference;
- (iv) leering, whistling or other suggestive or insulting sounds;
- (v) inappropriate comments about clothing, physical characteristics or activities;
- (vi) posting or display of materials, articles or graffiti, etc., which is sexually oriented;
- (vii) requests or demands for sexual favours which include, or strongly imply, promises of rewards for complying (e.g., job advancement opportunities) and/or threats or punishment for refusals (denial of job advancement or opportunities).

3.4 Negative Environment

All or part of the above grounds may create a negative environment for individuals or groups. This may have the effect of "poisoning" the work environment. It should be noted that a person does not have to be a direct target to be adversely affected by a negative environment. It includes conduct or comment that creates and maintains an offensive, hostile or intimidating climate.

APPENDIX F

USE OF ARTIST'S IMAGE (STILL PHOTOS)

For Promotional Purposes

Commercial Product-Definition:

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

EXCLUSIVE USE BY RWB

- No Payment Required.
- Approval by Artists of photos of 3 Dancers or less.
- Identification of Artists in photos with 3 Dancers or less.

MIXED USE – RWB/ CORPORATE SPONSOR

A) Produced and distributed by RWB

- No Payment Required
- Approval by Artists of photos of 3 Dancers or less.
- Identification of Artists in photos with 3 Dancers or less.

B) Produced and distributed by other than RWB

- Written consent of the Artists required
- Payment applies to all Artists appearing in photo.
- Payment can be waived.
- Approval by Artists of photos of 3 Dancers or less.
- Identification of Artists in photos with 3 Dancers or less.

EXCLUSIVE USE BY THIRD PARTY

- Written consent of Artists required.
- Payment to the Artists required.

CANADIAN BALLET AGREEMENT

WITH THE ROYAL WINNIPEG BALLET



CANADIAN ACTORS' EQUITY ASSOCIATION

44 Victoria Street, 12th Floor
Toronto, Ontario
M5C 3C4
tel: 416-867-9165
fax: 416-867-9246
e-mail: busrep@caea.com

505 -321 Water Street
Vancouver, BC
V6B 1B8
tel: 604-682-6173
fax: 604-682-6174
e-mail: woffice@caea.com

www.caea.com

ROYAL WINNIPEG BALLET

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