
THE STRATFORD ADDENDUM

Between the Stratford Festival and Canadian Actors' Equity Association
Agreement Begins December 1st, 2003 Terminates November 30th, 2006

An Addendum to the Canadian Theatre Agreement, specifically
for the Stratford Shakespearean Festival Foundation of Canada.

PACT



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The Canadian Theatre Agreement effective June 30, 2003 and expiring June 25, 2006, will apply to the Festival from January 1, 2004 to November 30, 2006, except as amended in this Addendum:

PREAMBLE

(F) Artists' Committee

ADDITION

The Artists' Committee will be jointly established each year by the Artists and the Festival. The intent of the Artists' Committee will be to encourage open and candid dialogue between the Artists and the management, 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.

- (i) The composition of the Artists' Committee shall be as follows:
 - (a) representing Actors, four (4) duly elected Actors (one of whom shall be a deputy) including representatives from the Festival Theatre, Avon Theatre and the Tom Patterson Theatre;
 - (b) representing the management, at least one (1) member of the senior producing staff, and at least one (1) member of the artistic staff;
 - (c) one (1) elected Stage Management person.
- (ii) The Artists' Committee shall meet at its own discretion. The first meeting shall take place within two (2) weeks of the election provided for in (i)(a) & (b) above.
- (iii) The Artists' Committee shall have no power as such and shall meet only to put forth representative views of 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 to an open company meeting where the matter can be discussed further or regarded as a matter of information only.
- (iv) A report of each meeting of the Artists' Committee, mutually agreed upon by management representatives and artists' representatives will be submitted simultaneously to the Festival's and Equity's permanent addresses to the attention of senior officers concerned.

(G) Coaching

ADDITION

It was agreed that the Artists' Committee was the appropriate forum to discuss the provision of coaching throughout the season.

(H) Tickets

ADDITION

The Festival will offer members of Equity upon presentation of their Equity card two (2) half-price tickets on the day of the performance to any performance where more than twenty (20%) percent of the tickets are unsold at the opening of the Festival Box Office on that day.

(I) Coaches

ADDITION

A Festival coach may request to be engaged under a Festival CTA Engagement Contract in order to gain access to the accident and sickness insurance policy and the RRSP provisions of the Canadian Theatre Agreement.

5:04 Absences from the Theatre's Point of Origin

ADDITION

The following rider will be included in all Festival CTA Engagement Contracts:

"The Artist will request written permission from the Festival for absences when such absence involves air travel and/or travel outside the province of Ontario. If the Artist leaves Stratford without such permission or a reasonable explanation, the Festival will deduct one-sixth (1/6) of the Artist's weekly contractual fee for each such occurrence.

All other absences from Stratford will be recorded by the Artists, with a contact number, on the sign-out sheets available in Stage Management offices.

Should the Artist miss a rehearsal or performance call without a reasonable explanation, the Festival will deduct from the Artist's weekly contractual fee eleven dollars (\$11.00) for the first half (½) hour or part thereof, and fifteen dollars (\$15.00) for each subsequent half (½) hour or part thereof. Such deduction cannot exceed one-sixth (1/6) of the weekly contractual fee for each such occurrence."

- 8:01 Benefit Performances** **ADDITION**
Provided an Actors' Fund of Canada benefit is scheduled each season, Artists may participate in a Guthrie Awards benefit performance as a ninth performance without additional remuneration. Should the Artist by reason of participation in a Guthrie Awards benefit performance appear in more than two (2) performances in a day, or in more than nine (9) performance in an engagement week, or in more than five (5) performances in any three (3) day consecutive period, the Artist will receive additional payment of two-eighths (2/8) of the Artist's weekly contractual fee for each infringement. (See Clauses 24:02, 24:03 and 24:05.)
Dates of the Guthrie Awards benefit performance(s) will be confirmed with Equity. Artists will be informed of the possibility of participating in Actors' Fund and Guthrie Awards benefits when contracted, and will be informed of the date(s) of such benefit performance(s) as soon as possible, but in no event later than thirty (30) days before the performance(s).
- 8:04 Deputies and Representatives** **ADDITION**
One Deputy shall be elected for each production. The election of the Deputy need not be on the first day of rehearsal, but at the earliest opportunity within the first two weeks, and at a rehearsal to which a majority of the Equity Artists are called. This Clause does not prohibit one Artist from being the Deputy for more than one production, so long as the Artist is performing in each production for which he/she is Deputy.
- 8:06 Auditions Code** **ADDITION**
The Stratford Festival agrees to hold auditions for Apprentices, Journeymen and Actors and to advertise these in the Equity Newsletter.
The Festival will hold auditions in at least one (1) major centre in Canada each year. A representative of the Festival with casting authority shall be present at all auditions.
Each Artist shall have the opportunity, upon request, to meet with or audition for the Artistic Director to be scheduled following the final opening and prior to the conclusion of the Artist's engagement.
- 15:00 COMPANY CATEGORIES** **DELETION**
Does not apply to the Festival except as provided for in Article 57:00.
- 16:02 Direct Deposit** **AMENDMENT**
Direct deposit is the policy of the Festival. An Artist may alter the direction of the deposit as late as 4 p.m. on the Friday immediately preceding the week in which the deposit is to be redirected, such alterations not to exceed twice during the season. The Festival will be receptive to extraordinary circumstances which require an additional change.
- 16:11 (A) Additional Duties** **AMENDMENT**
The Artist will not perform any additional duties that are not specified in his/her contract unless he/she negotiates additional compensation therefore which shall be to his/her satisfaction and which shall not be less than thirty-seven dollars and seventy-five cents (\$37.75) per week. Such additional duties and compensation shall be specified in a rider and attached to his/her contract and shall constitute part of the Artist's weekly contractual fee subject to Clause 3:03 (Deductions). Additional work is defined as playing additional parts or doing additional understudying not specified in the Artist's contract at the time of its signing. An additional duty fee shall be negotiated per Role added to the Artist's performing or understudy assignment(s).
- 16:12 (A) Term of Agreement –2003-2006** **AMENDMENT**
Minimum fees for the first year of this Addendum, as expressed herein, shall apply from December 1, 2003 to November 30, 2004 (2004 season). Minimum fees for the second year of this Addendum shall apply from December 1, 2004 to November 30, 2005 (2005 season). Minimum fees for the third year of this Addendum shall apply from December 1, 2005 to November 30, 2006 (2006 season).
- 16:12 (D) Expiry of Canadian Theatre Agreement** **ADDITION**
Should the Canadian Theatre Agreement expire without a new Agreement in place by December 1, 2006, Clause 16:12(C) shall apply.

16:13 Point of Origin (In-Town) Fees**AMENDMENT**

The minimum fee for an engagement week, for both rehearsal and performance, shall be as follows:

| | 2004 | 2005 | 2006 |
|-------|-------------|-------------|-------------|
| ACTOR | \$910.00 | \$937.00 | \$965.00 |

16:17 Overnight Rest Period Infringement**AMENDMENT**

The Artist shall not be required to rehearse and/or perform during the overnight rest period defined in Clause 18:36. Rehearsal and/or performance during the overnight rest period specified in Clauses 24:01(D) and 24:03(A) may only take place with the consent of the Artist. If the Artist agrees to rehearse or perform or otherwise provide any additional services during the overnight rest period, the Artist shall invoice the Theatre at the rate stipulated on line three (3) of Schedule "A".

18:02 Artist**ADDITION**

The "Young Company" is composed of a limited number of young professional actors assembled for a season at the Festival to work together, as a company and/or as part of the Festival company. As an integral part of their work, the Young Company will train with the best professionals the Festival can assemble in voice, movement, Alexander technique, verse speaking, etc. and will work under the guidance of the best professional directors to achieve greater proficiency in the presentation of "classical" works.

The Young Company may provide the Festival with a unique ability to tour to centres of smaller population which are not normally able to be included in larger, more costly, Festival touring circuits. When such tours for the Young Company are proposed, and provided that the major part of such tour(s) do involve centres of lesser population, it is agreed that Equity will consider the application of the Canadian Theatre Agreement's touring differential for the Young Company.

18:04 Role**ADDITION**

An essential non-speaking role is a role which cannot be cut in its entirety from a production without requiring any changes to any other Artist's role or regular performance duties necessary for the safe and efficient running of the production.

18:13 Stage Manager**ADDITION**

The "Stage Manager (1st and 2nd years) Contract" applies to Stage Managers engaged at the Festival during their first and second years. Nothing contained in this definition shall prevent a Stage Manager from being employed under a Contract for Stage Manager (third and subsequent years). Stage Managers who have left the Festival and who were previously in their second year may not subsequently be engaged to a Stage Manager (1st and 2nd years) Contract.

The "Stage Manager (3rd and subsequent years) Contract" applies to Stage Managers who are engaged under a Festival contract for their third and subsequent years.

18:14 Assistant Stage Manager**ADDITION**

This "Assistant Stage Manager (1st and 2nd years) Contract" applies to Assistant Stage Managers engaged at the Festival during their first and second years. Nothing contained in this definition shall prevent an Assistant Stage Manager from being engaged under a Contract for Assistant Stage Manager (3rd and subsequent years).

The "Assistant Stage Manager (3rd and subsequent years) Contract" applies to Assistant Stage Managers who are engaged under a Festival contract for their third and subsequent years.

18:15 Journey person**DELETION**

Does not apply to the Stratford Festival.

18:16 Extras**DELETION**

Does not apply to Stratford Festival.

18:17 Chorus Definition**ADDITION**

Chorus parts may be performed by Apprentices.

18:19 Children's Chorus**AMENDMENT**

A "Children's Chorus" is a group of six (6) or more children in a non-musical production or ten (10) or more children in a musical production, who appear as part of an ensemble, whose part is essentially that of a member of such group or ensemble, and is in no way individual in its character an/or necessary to the continuity of the plot. Children in such a group may speak a few lines, sing or do a dance routine. Should the Festival wish to use the provisions of this Clause, they shall inform Equity, and Equity shall confirm whether the usage meets the definition of a Children's Chorus.

18:48 Joint Production**AMENDMENT**

Equity agrees to consider proposals from the Festival under this provision of the Agreement.

21:01(C) Dance Captain - remuneration**AMENDMENT**

A Dance Captain shall be free to negotiate remuneration above the minimums in Clause 16:13 as appropriate to the work required and acceptable to him/her, which shall not be less than forty-five dollars (\$45.00).

21:02(C) Fight Captain – remuneration**AMENDMENT**

A Fight Captain shall be free to negotiate remuneration above the minimum in Clause 16:13 as appropriate to the work required and acceptable to him/her, which shall not be less than forty-five dollars (\$45.00).

21:02(B) Fight Captain - Responsibilities**AMENDMENT**

To observe fight rehearsals in order to become completely familiar with the fight choreography and the artistic spirit and safety concerns of the Fight Director. It is the spirit of this Clause that the Fight Captain should observe all fight rehearsals, however it is understood that within the repertory situation there may be occasional circumstances where the Fight Captain may not be available due to conflicting rehearsals.

21:04 Journeyperson**AMENDMENT**

Does not apply to the Stratford Festival.

21:04(B) Coaching of Apprentices**ADDITION**

The Festival agrees to provide coaching.

Such coaching shall be under the direct supervision of a senior member of the artistic staff of the Festival, and shall be an integral part of the senior member's job description and responsibilities.

Coaching for Actors with limited experience (see Clause 18:03) may be scheduled in addition to rehearsal hours.

21:05 Extras**DELETION**

Does not apply to Stratford Festival.

21:06 Children**ADDITION**

A child engaged for a third or subsequent season must be engaged under an Equity contract.

If a child is engaged for four (4) performances or fewer in a week, and not more than twenty-eight (28) hours of rehearsal over not more than four (4) days, the minimum fee shall be sixty percent (60%) of the Actor minimum fee.

22:01(D) Non-Members**ADDITION**

Non-members may speak only in omnes. Non-members (excluding apprentices) may not understudy.

Notwithstanding the foregoing, an Apprentice may speak lines, not to exceed ten (10) exchanges with other characters, in each of two (2) productions in a given season, provided the Apprentice's assignment does not exceed that of any Equity Actor in the production. It is understood and accepted that the spirit of this Clause is to provide training in performance as part of the Festival's mandate to develop young artists.

22:01(E) Children**ADDITION**

Notwithstanding the provisions of Clause 22:01(D), children (defined as 15 years of age or younger) engaged as Local Jobbers may speak lines, not to exceed thirty (30) exchanges with other characters.

Children may be engaged as Local Jobbers for speaking roles in excess of this provision only with the prior written permission of Equity. Children engaged as Local Jobbers may understudy each other.

22:02 Quota

AMENDMENT

The combined number of non-professionals shall not exceed fifteen percent (15%) of the total number of Artists engaged by the Festival, up to ten percent (10%) of which may be Apprentices. Notwithstanding the above, it is understood and agreed that in unusual casting circumstances which may affect the non-professional quota, Equity shall consider applications for concessions to said quotas and such concessions shall not be unreasonably withheld.

22:03(C) Apprentice Actors (Joining Equity)

ADDITION

As a general rule, Apprentices must be hired as such for one (1) season before being contracted as an Actor.

24:00 REHEARSAL CONDITIONS

ADDITION

The provisions of Clauses 56:02, 56:03 and 56:04 which pertain to musical theatre shall apply, and take precedence, where differences exist between these Clauses and the provisions of Article 24:00.

24:01 (D) Overnight Rest

AMENDMENT

During the rehearsal period there must be eleven and one-half (11½) hours clear between the end of one day's rehearsal (or performance if that is later) and the call to work on the next day. Should the Artist consent to provide additional services during this period at the request of the Theatre, the Artist shall invoice the Theatre at the rate stipulated on line three (3) of Schedule "A".

24:01 (G) Calls on the Free Day

ADDITION

For any rehearsal called on a scheduled free day, the Artist shall invoice the Theatre at the rate stipulated on line five (5a) of Schedule "A" for the first eight (8) out of nine (9) consecutive hours, with a meal break of at least one (1) hour after not more than four (4) hours. The minimum call shall be four (4) hours.

For any call in excess of the above, the Artist shall invoice the Theatre at the rate stipulated on line five (5b) of Schedule "A", however, the span of the working day may not ever exceed thirteen (13) hours.

Should the Festival require the Artist to provide service during a meal break, the Artist shall additionally invoice the Theatre at the rate stipulated on line one (1) of Schedule "A"

No Artist may be called for a span of more than thirteen (13) hours.

No Artist may be called on two (2) consecutive scheduled Free Days.

24:01 (I) Free Time Between ... Rehearsal

AMENDMENT

(iii) Payment for Additional Services

If the break between rehearsal and performance or performance and rehearsal is less than provided for in (i) or (ii) above, the following provisions shall apply:

- (a)** For additional services provided during the first half (½) hour or part thereof, the Artist invoice the Theatre at the rate stipulated on line six (6) of Schedule "A";
- (b)** For additional services provided during the second half (½) hour or part thereof, the Artist invoice the Theatre at the rate stipulated on line six (6) of Schedule "A" in addition to (a) above;
- (c)** For additional services provided during the third half (½) hour or part thereof, the Artist invoice the Theatre at the rate stipulated on line six (6) of Schedule "A" in addition to (a) and (b) above.

24:01(K) Coaching

ADDITION

Artists who in their professional careers and as members of Equity have performed either at the Stratford Festival or in a major classical company in fewer than three (3) seasons may, by a rider attached to their contract, be required to receive coaching in accordance with Clause 24:01(K) in order to receive further training in classical theatre.

24:01 (N) Breaks**ADDITION**

In a rehearsal involving costumes, a suitable period of time, up to a maximum of fifteen (15) minutes will be scheduled to allow Actors to remove costumes.

24:02 (A) Standard Rehearsal Hours**AMENDMENT**

The Artist's work day shall consist of not more than eight (8) out of nine-and-a-half (9½) consecutive hours comprising seven (7) hours of rehearsal and one (1) hour of classes. (See Clause 24:01(K)(i) and (ii).)

There shall be a rest period of at least one (1) hour after a maximum four-and-a-half (4½) hour work period except where the expressed intent is to run through the play, in which case the rest period may take place following a maximum five-and-a-half (5½) hour work period.

When at the break the company is in costume and/or make-up, the rest period shall consist of not less than one-and-a-half (1½) hours.

24:02 (C) Charge for Excess ... Rehearsal**AMENDMENT**

For continuous rehearsal in excess of the hours as mentioned above, and for more than seven (7) hours of rehearsal in a standard rehearsal day, the Artist invoice the Theatre at the rate stipulated on line one (1) of Schedule "A".

24:03 (B) Extended Rehearsal Days - Repertory**AMENDMENT**

During each production there may be two (2) days during which the Artist may be called to rehearse ten (10) out of twelve (12) consecutive hours per day. (The Artist must be given forty-eight (48) hours' notice of such extended rehearsal days.)

There shall be a rest period of one-and-a-half (1½) hours after a maximum of four-and-a-half (4½) hours of rehearsal, except where the expressed intent is to run through the play, in which case the rest period may take place after a maximum of five-and-a-half (5½) hours of rehearsal. Such extended rehearsal days must take place prior to the first public performance of each production.

In the case of musical productions, the provisions of Clause 56:03 shall apply.

24:05 (B) (i) Rehearsal ... Performance Day**AMENDMENT**

The Artist may be called to rehearse for one (1) continuous call of five (5) hours provided this call does not begin before eleven (11:00) a.m. subject to the provisions of Clause 24:01(D), Overnight Rest.

However, for the purposes of technical rehearsals (see Clause 18:37 (C)), the Artist may be called for five (5) out of six (6) hours with a one (1) hour meal break which may be given at any time during the six (6) hour span.

Notwithstanding the above, on the day prior to the free day, an evening rehearsal may consist of a maximum of four (4) hours and may not run later than eleven (11:00) p.m., unless it is a technical rehearsal in which case the regular continuous five (5) hour call applies.

24:05 (E) Rehearsal on a Performance Day**ADDITION**

For the purposes of this Clause, the term "slot" will refer to one of the two periods of time per day when a performance or a rehearsal could be held. E.g. Matinee Performance slot/12:00 p.m. - 5:00 p.m. Rehearsal slot or Evening Performance Slot/7:00 p.m. - 12:00 a.m. Rehearsal Slot. A standard rehearsal day (in accordance with Clause 24:02) is considered to be two (2) slots, unless the Artist is released by 6:00 p.m. in which case it shall count as one (1) slot.

In all cases, the maximum number of slots for which an Artist may be called in the six (6) day work week shall be eleven (11). The Artist shall not be required to travel or perform any services or obligations for the Theatre whatsoever during the free slot in an engagement week. If an Artist is called in twelve (12) slots in an engagement week, he/she shall be paid two hundred and fifty dollars (\$250.00) in addition to his/her contractual fee. If an Artist is called in twelve (12) slots in the subsequent (consecutive) engagement week, he/she shall be paid five hundred dollars (\$500.00) in addition to his/her contractual fee. These payments are in addition to any other additional service payments which may be required.

24:05(F) Rehearsal on an Opening Day**ADDITION**

On the official opening day of a production, an Artist engaged for that production may not be called to a rehearsal or performance of any other production.

24:06 (B) Following the First Fourteen Days**ADDITION**

This Clause shall apply unless an Artist is called for a rehearsal after a matinee on such day, providing that the Artists receives the required break between performance and rehearsal. In the case of an emergency or replacement rehearsal, should the Artist not be called for a matinee on the day following the free day, such Artist may be called after 7 p.m.

24:12 (B) Notes - Repertory**AMENDMENT**

The Artist may be called with not less than fifteen (15) minutes notice for a maximum of thirty (30) minutes per week per production on condition that the time used for such calls is deducted from the Artist's next rehearsal call.

25:01 Costume Fittings Hours**AMENDEMENT**

The Festival is granted a total number of free hours for costume fittings which cannot exceed two-and-a-half (2½) hours for each play per season per Artist. Fitting time may be allocated unequally according to the specific needs of the individual productions in the Artist's contract. The Festival 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 be present as required unless said fitting invades said Artist's meal break or overnight rest period.

A costume fitting outside of regular rehearsal hours may not be scheduled on a two performance day or on an extended rehearsal day. The Artist shall invoice the Theatre at the rate stipulated on line one (1) of Schedule (A) for any costume fitting call which takes place prior to 11:00 a.m. on a single performance day, or exceeds ninety (90) minutes.

26:02 Maximum Number of Performances in a Week**ADDITION**

Prior to the official opening week of a production, a sum equal to eight-eighths (8/8) of the contractual fee shall be paid for each performance over eight in a week.

27:01 Costumes and Clothing**ADDITION**

General Footwear, costume accessories, properties, etc will be made available for rehearsal as soon as possible, but in any event not later than the technical dress rehearsal.

Unusual or non-contemporary footwear (including high-heels), costume accessories such as hats, capes, etc., and properties, or reasonable "rehearsal" mock-ups will be available for rehearsal as soon as possible, but in any event, not later than three (3) weeks prior to the technical dress rehearsal.

Footwear, costume accessories, properties, etc. identified as necessary at the Hazard Assessment meeting for the production, or where used/worn on a raked stage or other unusual surface, used/worn in a fight sequence, dance, or other choreographed movement, will be available for the first blocking rehearsal.

28:00 WORKING ENVIRONMENT, HEALTH AND SAFETY**ADDITION**

The Stratford Festival will follow all applicable federal, provincial, and municipal legislation regarding health and safety and smoking in the workplace, including the Safety Guidelines for the Live Performance Industry in Ontario which shall be incorporated into this Addendum as an appendix. Such legislation, along with additional health & safety policies established by the Festival, are reflected in the Festival's Health & Safety policy manual and employee handbook. The Festival further agrees to have a member of Equity participate in the Theatre's Joint Health and Safety Committee.

28:03 Temperature, Air Circulation and Lighting**AMENDMENT**

The Festival agrees to maintain dressing rooms, dance warm-up areas, and places where the Artist is required to rehearse or perform indoors, at a reasonable and constant temperature, said temperature to be no less than 18 degrees Celsius and no more than 28 degrees Celsius. The provisions of this Clause will have been satisfied if the temperature at floor level measured one-half (½) hour before the commencement

of rehearsals and/or performance, is 18 degrees Celsius to 28 degrees Celsius. However, minimum temperature in the dressing rooms must be achieved at least two (2) hours before curtain time.

28:18 Health and Safety

ADDITION

(See "Procedure for a Work Refusal" in Appendix A of this Addendum, Safety Guidelines for the Live Performance Industry in Ontario.)

35:00 Notice of Priority Rehearsal Hours

ADDITION

When the contract is proffered, the Festival will advise the Artist in a rider to his/her contract of the number of "priority" rehearsal hours with the full company in the master schedule at that time for each production in the engagement.

35:02 (D) Run-of-the-Play ... Contractual Fee

AMENDMENT

The Artist's contractual fee for a Run-of-the-Play CTA Engagement Contract must be at least one hundred and sixty-one dollars and seventy-five cents (\$161.75) per week above the minimum fee.

35:03 (C) Guaranteed ... Contractual Fee

AMENDMENT

The Artist's contractual fee for a Guaranteed CTA Engagement Contract must be at least two hundred dollars (\$200.00) per week above the minimum weekly fee.

35:10 As Cast

ADDITION

If an Actor agrees to appear in a production "As Cast", said Actor may be required to assist in the moving of scenery, props or furniture on stage. The Festival agrees that these responsibilities should constitute the lesser part of the Actor's involvement in the production.

38:22 Family Leave

ADDITION

The Festival will release an Artist from his/her contract for up to two (2) days without loss of fee to enable the Artist to attend to the birth of his/her child, or the child's coming to custody of the parent. The Artist will give as much notice as possible but not less than four (4) weeks, except in the case of a medical emergency.

The Festival will release an Artist from his/her contract for a period of up to twenty-five (25) weeks, or the end of the engagement contract, whichever comes first, for the birth of his/her child, or the coming into custody of a child for the first time. The Artist will give as much notice as possible but not less than four (4) weeks, except in the case of a medical emergency.

39:00 UNDERSTUDIES

ADDITION

In a production where any parts are understudied, Understudies shall be engaged (assigned) for all speaking roles and/or essential non-speaking roles (as determined by the Festival subject to Clause 18:04, Role) and/or singing and/or dancing roles where the character is identified by name in the score or book. However, in musical theatre productions, this requirement need not apply to Chorus roles. Alternatively a production may carry no Understudies, but if a production for which the Artist is engaged falls into that category said Artist must be specifically informed of that fact in the Artist's engagement contract at the time it is proffered. The following rules shall apply to Understudies (also see Clause 35:10).

39:02 (A) Line Rehearsal

AMENDMENT

There must be at least one (1) "line rehearsal" per production completed before the first performance of said production. The Understudy will learn lines by the first "line rehearsal". If this rehearsal is in addition to the regular rehearsal hours, the Artist will invoice the Theatre at the rate stipulated on line one (1) of Schedule "A". The Festival shall endeavour to schedule an additional Understudy line rehearsal per production after three (3) months elapsed from the official opening.

39:02 (B) Blocking Rehearsal

AMENDMENT

Blocking rehearsals, culminating in a complete "priority" run through rehearsal on stage must be completed within fourteen (14) days of the official opening performance of each production. At least one of the understudy blocking rehearsals will be a "priority" rehearsal of not less than five (5) hours which will take

place no later than sixteen (16) days after the first preview performance for each production, and at least one rehearsal will be a "priority" rehearsal of not less than five (5) hours on stage (not including the run-through rehearsal). Such rehearsals may take place under the supervision of the Assistant Director if there is one or the Stage Manager.

These rehearsals may not take place on a two (2) performance day.

39:02 (D) Understudies

AMENDMENT

The list of understudies must be posted on the company notice board before the end of the third week of rehearsals for the full cast, or forty (40) priority hours of rehearsal, whichever comes first.

39:03 Payment for Performances

ADDITION

The current Canadian Theatre Agreement provisions for Sector 1 Theatres (Clause 39:03) shall apply except as amended herein.

A non-performing understudy (swing) will receive no additional fee if he/she performs a Chorus or ensemble role for which he/she is contracted to understudy.

An Artist may be contracted to perform in one (1) production and also be contracted as a non-performing understudy in another production on the same engagement contract.

39:05 Maximum Number of Roles

AMENDMENT

An Artist who has been contracted to perform one or more roles may also be contracted to understudy one or more roles up to a maximum of eleven (11) performance and understudy roles combined per engagement. An Artist who has been contracted solely to understudy in all contracted productions may be contracted to understudy up to ten (10) roles per production, to a maximum of fourteen (14) roles per engagement. The maximum number of roles which an Artist may be assigned shall be stipulated in the Artist's contract if any Understudy assignments are "As Cast". (For musical theatre, see Clause 56:06.)

39:06 Supplementary Additional Covers

ADDITION

When a non-essential role has been cut from a performance, an Artist may agree to cover one non-essential moment of the role for that performance for artistic purposes in addition to performing his/her role. For a non-speaking cover, the Artist will be additionally compensated at nineteen dollars (\$19.00) per performance to a maximum of thirty-eight dollars (\$38.00) per week per production. For a speaking cover, the Artist will be additionally compensated at twenty-five dollars (\$25.00) per performance to a maximum of fifty dollars (\$50.00) per week per production.

43:01 Credits and Photographs

AMENDMENT

The names of all Artists in the company shall be displayed in the front of the theatre in which they perform within the limitations of the existing facilities and available space.

An 8"x10" professional quality photograph of the Artist shall be provided by the Artist and displayed by the Festival as follows:

- (i) Prominently displayed and properly identified in the lobby; and
- (ii) Reduced to an appropriate size and reproduced, properly identified in the souvenir programme of all those productions in which the Artist appears. The provisions of this Clause apply to all Equity Stage Management personnel.

44:08(D) Souvenir Programme

ADDITION

The use of production photos and headshots with bios (Artist approved) in the Souvenir Programme will be exempt from payment.

47:06 Donated Advertising/Public Service Announcements

DELETION

Does not apply to the Stratford Festival.

49:02(B) Overnight Touring**AMENDMENT**

When the Artist is required to travel outside the point of origin on an overnight tour, the fees specified in Clause 16:13 shall be augmented by a daily expense allowance. This per diem shall not be subject to Clause 3:03 (Deductions). It shall be paid at least one (1) week in advance of the week in which it is applicable.

The per diem will be one hundred and twenty six dollars (\$126.00).

49:20 (F) Private or Charter Bus Transportation**AMENDMENT**

The Festival must engage a professional driver who may not be a member of the performing company or the stage management personnel.

54:00 JOINT PRODUCTION**DELETION**

Does not apply to the Stratford Festival.

55:00 THEATRE FOR YOUNG AUDIENCES**DELETION**

Does not apply to the Stratford Festival.

56:00 MUSICAL THEATRE**ADDITION**

The provisions of Clause 56:02, 56:03 and 56:04 shall apply and take precedence, where differences exist between these Clauses and the provisions of Article 24:00 as amended in this Addendum.

56:03 (B) Extended Rehearsal Days - Repertory**AMENDMENT**

Prior to the first public performance of each production in a repertory season there may be up to two (2) days during which the Artist may be called to rehearse eight (8) out of twelve (12) consecutive hours per day with at least one-and-a-half (1½) hours' break after a maximum of four-and-a-half (4½) hours' rehearsal. There shall be a minimum of eleven-and-a-half (11½) hours between the end of one day's work and the call to work the next day. Should a call continue for longer than four-and-a-half (4½) hours without the required meal break, the Artist shall invoice the Theatre at the rate stipulated on line one (1) of Schedule "A".

56:04 (A) After Opening ... First Fourteen (14) Days**AMENDMENT**

During the first fourteen (14) days after the first public performance, seven (7) days of rehearsal can be scheduled on the same terms as stipulated in Clause 24:02, Standard Rehearsal, or Clause 24:05, Rehearsals on a Performance Day, as per this Addendum, whichever is applicable.

57:01 Workshops and Readings**ADDITION**

For Artists engaged for workshops and readings only, the minimum fee for a four (4) hour call shall not apply to the Stratford Festival.

For Artists engaged solely for workshops and readings who are contracted away from their usual place of residence, the Festival will provide or reimburse transportation and will pay a per diem of forty-eight dollars and fifty cents (\$48.50) and overnight accommodation if required. These allowances are in addition to the Artist's negotiated fee.

57:05 (A) Developmental Activity as part of a Standard Engagement Contract**AMENDMENT**

If an Artist is to be engaged to participate in a developmental activity as well as in regular productions as part of a CTA Engagement Contract, this requirement must be stipulated in the original contract of engagement signed by the Artist as follows:

WORKSHOPS

1. Should the Artist agree to participate in workshops, new play readings and/or work on play scripts, during the term of this contract, there will be no additional remuneration for these services. It is agreed that there shall be no paid public presentation of these works.

2. The focus of such work is clearly understood to be on process rather than production with emphasis on the development of the script, not on the Actor, performance, or production values of any presentation. There is to be no pressure on the Actor to produce a finished performance nor on Stage Management personnel to organize a finished production.
3. It is understood and agreed that any such assignment shall take into account the Artist's working schedule and, in any event, shall not exceed the provisions of Articles 24:00 and 26:00 of the Canadian Theatre Agreement.

60:02 Minimum Fees for Directors

AMENDMENT

| | 2004 | 2005 | 2006 |
|-----------|-------------|-------------|-------------|
| Directors | \$16,699.00 | \$17,200.00 | \$17,716.00 |

60:05 (B) Director's Royalty

ADDITION

The royalty identified in the CTA for exceeding eighty (80) performances does not apply to productions at the Festival.

60:05 (C) (i) Director's Royalty for Revival

AMENDMENT

If the original director directs the revival, said Director shall receive a fee of no less than three-fourths ($\frac{3}{4}$) of the original directing fee and a royalty commensurate with the original negotiated royalty as per Clause 60:05(A) and (B) which in no case shall be less than sixty-two dollars (\$62.00) per performance. Should the director be offered a second production in the same season, the minimum fee for the revival shall be no less than one-half ($\frac{1}{2}$) the original fee plus the aforementioned royalty.

61:04 Minimum Fees for Fight Directors

AMENDMENT

| | 2004 | 2005 | 2006 |
|--|-------------|-------------|-------------|
| Hourly, per hour | \$106.00 | \$109.00 | \$112.00 |
| Daily, per day | \$506.00 | \$521.00 | \$536.00 |
| Engagement of one week or more, per week | \$2,526.00 | \$2,602.00 | \$2,680.00 |
| Per production | \$6,432.00 | \$6,625.00 | \$6,824.00 |

62:04 Minimum Fees for Choreographers

AMENDMENT

| | 2004 | 2005 | 2006 |
|---------------------------|-------------|-------------|-------------|
| Choreographer | \$8,535.00 | \$8,792.00 | \$9,056.00 |
| Special Category per week | \$1,259.00 | \$1,297.00 | \$1,336.00 |

62:07 (A) Choreographer's Royalty

ADDITION

The royalty identified in the CTA for exceeding eighty (80) performances does not apply to productions at the Festival.

62:07 (B) (i) Choreographer's Royalty ...

AMENDMENT

If the original choreographer directs the revival, said Choreographer shall receive a fee of no less than three-fourths ($\frac{3}{4}$) of the original choreographing fee and a royalty commensurate with the original negotiated royalty as per Clause 62:07(A) which in no case shall be less than sixty-two dollars (\$62.00) per performance. Should the choreographer be offered a second production in the same season, the minimum fee for the revival shall be no less than one-half ($\frac{1}{2}$) the original fee plus the aforementioned royalty.

63:05 Stage Management Staffing Formulae

AMENDMENT

There shall be at least one (1) Production Stage Manager for each venue. The Production Stage Manager may stage manage one (1) production at a time. The Production Stage Manager may stage manage consecutive productions. However, when a single production only is in rehearsal for a venue prior to, or in performance at the end of, the season, a Production Stage Manager is not required for the specific venue in question.

There shall be at least one (1) Production Stage Manager or Stage Manager assigned to stage manage each production. In the case where the Production Stage Manager is assigned to stage manage or assistant stage manage a production, the assignment must be agreed to prior to the signing of the engagement contract and the assignment must appear on the face of the contract.

Furthermore, there shall be at least one (1) Assistant Stage Manager engaged for each production. Stage Managers and Assistant Stage Managers may be assigned to two (2) or more consecutive or concurrent productions. For productions that begin rehearsing before the first public performance of the Festival's season, the Stage Manager and the First Assistant Stage Manager ("Props" ASM) will attend every rehearsal and performance. For productions that begin rehearsing after the first public performance of the Festival's season, the Stage Manager will attend every rehearsal and the "Props" ASM will attend every "priority" rehearsal. Both the Stage Manager and "Props" ASM must attend all performances.

If the Stage Manager is not available, a line run rehearsal for understudies may be conducted by any Assistant Stage Manager contracted for the production.

In any event, all Theatres will engage sufficient personnel to ensure the safe and efficient running of a production. To this end, the Production Stage Managers and the Festival will thoroughly discuss the Stage Management staff planning for each production prior to the start of rehearsals.

63:07 Minimum Fees

AMENDMENT

The minimum fee for an engagement week, for both rehearsal and performance, shall be as follows:

| | 2004 | 2005 | 2006 |
|----------------------------|-------------|-------------|-------------|
| PRODUCTION STAGE MANAGER | \$1,318.00 | \$1,358.00 | \$1,399.00 |
| STAGE MANAGER | | | |
| (1st and 2nd years) | \$1,153.00 | \$1,188.00 | \$1,224.00 |
| (3rd and subsequent years) | \$1,229.00 | \$1,266.00 | \$1,304.00 |
| ASSISTANT STAGE MANAGER | | | |
| (1st and 2nd years) | \$965.00 | \$994.00 | \$1,024.00 |
| (3rd and subsequent years) | \$1,037.00 | \$1,069.00 | \$1,102.00 |

63:09 Statutory Holidays

AMENDMENT

Equity Stage Management staff will normally be compensated for statutory holidays as outlined in the Employment Standards Act (ESA) of Ontario. In the second and subsequent season(s) of employment, however, the three month waiting period as outlined in the ESA will be waived. The calculation for this work shall be based on one-seventh (1/7) of his/her weekly contractual fee multiplied by the premium factor as outlined in the ESA.

63:11 Production Stage Manager

ADDITION

The Production Stage Manager is responsible for and oversees the operation of the Stage Management Department and provides support and assistance in maintaining the standards within the department as it relates to the Theatre. The PSM will also produce schedules based on the needs of a particular show and activities in the theatre.

63:14 Duties and Responsibilities of Stage Management

ADDITION

(R) Sound Operation

In rehearsal, the Artist may be required to operate a minimal amount of sound cues which are integral to the movement or blocking of the Actors. Such cues must be individually written on one compact disc, or individually recorded on not more than ten (10) separate cassette tapes.

63:16 Additional Duties - Light and Sound

ADDITION

Where the Festival requires Stage Management personnel to operate lights, and/or sound cues in excess of the provisions of Clause 63:14(R) of the Stratford Addendum to the CTA, the Artist shall be compensated by

a fee no less than sixty-three dollars and fifty cents (\$63.50) per week of rehearsal prior to rehearsals moving into the Theatre.

63:18 (B) Preparation Time

AMENDMENT

The following are the maximum hours an Artist may be required to work:

- (A) Rehearsal only day
Seven (7) out of eight-and-a-half (8½) hours of rehearsal plus one (1) hour of pre-rehearsal and one (1) hour of post rehearsal work
- (B) Extended Rehearsal day
Ten (10) out of twelve (12) hours of rehearsal plus one (1) hour of pre-rehearsal and one (1) hour of post rehearsal work
- (C) Performances (one (1) and two (2) show days)
 - (i) arrive up to one-and-a-half (1½) hours before curtain
 - (ii) depart no later than thirty (30) minutes after curtain down (when clean up and show report done)
 - (iii) during Previews depart no later than one (1) hour after curtain down
 - (iv) on a two (2) show day there must be a minimum of a one (1) hour meal break between shows
- (D) Rehearsal then Performance day
 - (i) arrive one (1) hour before rehearsal
 - (ii) one (1) continuous rehearsal call of up to five (5) hours
 - (iii) minimum one (1) hour meal break
 - (iv) setup for performance
 - (v) performance
 - (vi) depart no later than thirty (30) minutes after curtain down (when clean up and show report done)
 - (vii) during Previews depart no later than one (1) hour after curtain down
- (E) Performance then Rehearsal day
 - (i) arrive up to one-and-a-half (1½) hours before curtain
 - (ii) performance
 - (iii) at curtain down - clean up and show report (maximum thirty (30) minutes)
 - (iv) minimum one (1) hour meal break
 - (v) set up for rehearsal (maximum one (1) hour)
 - (vi) one continuous rehearsal call of up to five (5) hours
 - (vii) leave as soon as is possible after rehearsal (maximum thirty (30) minutes)
- (F) Production Stage Manager
A Production Stage Manager may be required to work up to a maximum of two (2) hours in addition to the hours outlined above without additional payment.
Notwithstanding the above, additional payment will be required in accordance with Clause 63:19(E) if the span of the day exceeds thirteen (13) hours.

63:19 (A) Stage Management Overtime

AMENDMENT

Any overtime incurred for work in excess of the hours outlined in Clause 63:18(B), and any overtime which would result from other Stage Management scheduling decisions, must be approved by the Theatre's designated representative.

If the Theatre's designated representative is not available for such approval, and the working of such overtime is deemed necessary by the Stage Manager or Production Stage Manager, such overtime may be approved at the discretion of the Stage Manager or Production Stage Manager, in which case he/she shall inform the Theatre's designated representative of such overtime in a timely fashion. Stage Management will schedule its work time so as to incur the minimum required overtime. Assistant Stage Managers will only perform duties assigned by the Stage Manager.

63:19 (C) Regular Overtime Rates

Except as specified elsewhere in this Agreement, the regular overtime rate shall be eighteen dollars and fifty cents (\$18.50) for the first half (½) hour or part thereof, and twenty-one dollars and seventy-five cents (\$21.75) for each subsequent half (½) hour or any part thereof.

63:19(E) Excess of Span

Overtime for work in excess of the stage management working day per Clause 63:18(A) is calculated at the rate(s) provided in 63:19(C). If the span of the day exceeds 13 (thirteen) hours, additional work will be compensated at a rate of twenty-eight dollars (\$28.00) per half hour (½) or part thereof.

Payments provided for meal (Clause 63:19(G)) and rest (Clause 63:19(F)) infringements are, if applicable, in addition to payments contained in Clauses 63:19 (C) and this Clause 63:19(E).

63:19(F) Overnight Rest

All Equity Stage Management personnel must have an eleven (11) hour rest period within each twenty-four (24) hour period. For any invasion of the rest period, the Theatre agrees to pay the Artist twenty-three dollars and twenty-five cents (\$23.25) for the first half (½) hour or part thereof, twenty-three dollars and fifty-cents (\$23.50) for the second half (½) hour or part thereof, and twenty-four dollars and twenty-five cents (\$24.25) for each additional half (½) hour or part thereof.

63:24 (A) (i) (e) Preserved Performances ...

ADDITION

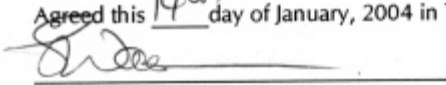
The Production Stage Manager, under whose supervision the production was mounted, shall be entitled to the minimum payment provisions of this Clause.

65:00 TERM OF AGREEMENT

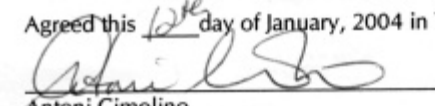
AMENDMENT

The Festival agrees that the Canadian Theatre Agreement which became effective on June 30, 2003 and expires on June 25, 2006 shall govern its engagement of members of Canadian Actors' Equity Association beginning December 1, 2003, and continue to govern such engagement until November 30, 2006, understanding that this Addendum is, and will continue to be, an integral part of that Agreement.

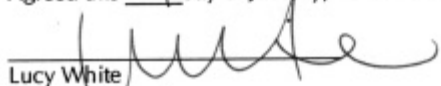
Agreed this 14th day of January, 2004 in Toronto, Ontario


Susan Wallace
Executive Director
Canadian Actors' Equity Association

Agreed this 12th day of January, 2004 in Toronto, Ontario


Antoni Cimolino
Executive Director
Stratford Festival

Agreed this 14 day of January, 2004 in Toronto, Ontario


Lucy White
Executive Director
Professional Association of Canadian Theatres

| Line | | | 2004-2006 |
|------|---|---|---|
| 1 | a | Additional Services Remuneration | first half hour \$18.50 |
| | b | | next half hour \$21.75 |
| 2 | a | Double Additional Services Remuneration | first half hour \$37.00 |
| | b | | next half hour \$43.50 |
| 3 | a | Overnight Rest Penalty | first half hour \$23.25 |
| | b | | for second half hour \$23.50 |
| | c | | for next & sub-sequent half hour \$24.25 |
| 4 | | Emergency Rehearsal on Free Day | per hour \$35.00 |
| 5 | a | Rehearsal on Free Day | per hour \$59.75 |
| | b | | per hour \$104.50 |
| 6 | a | Invasion of Free Time between Rehearsal & Performance | \$17.50 |
| | b | | \$21.50 |
| | c | | \$43.25 |
| 7 | a | Breaks between Performances | inv. of first half hour (per CTA) \$15.00 |
| | b | | next half hour \$39.25 |
| 8 | | Breaks between Performances | Alternative \$48.75 |

APPENDIX: A

Safety Guidelines for the Live Performance Industry in Ontario, 2nd Edition - October 1996

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INTRODUCTION

The Safety Guidelines for Live Performance in Ontario grew out of a need to address health and safety problems that are unique to our industry.

Safe practice in a safe environment makes for an efficient, smooth-running operation. Safety is cost-effective in both human and financial terms.

These guidelines recommend realistic procedures to protect those working in live performance. They are not laws or regulations, nor do they replace any existing laws or regulations. They are safeguards, to advise and educate both workers and management. Education is the foundation of any health and safety program, with knowledgeable performers, support staff and management working together. The more workers and management know, the more quickly and effectively they can identify specific needs and problems.

The guidelines will be continually updated and augmented, to deal with changes in our industry as they occur.

Although each guideline is intended to protect workers in a specific activity, there is an added bonus. If the practices in the guidelines are followed, members of the public and all other workers in the area will be protected as well.

The Advisory Committee established to draft the guidelines is drawn from a cross-section of professionals in live performance, Ontario Ministry of Labour advisors and experts in the various skills, hazards and techniques mentioned throughout the book (see Acknowledgments on page 50).

Some information to help you use these guidelines more effectively:

1. Shall is used when referring to a legal requirement. Should is used when referring to a practice we recommend.
2. Competent person, as we use it, is defined in Section 1 of the Occupational Health and Safety Act.
3. The addresses and phone numbers of useful organizations are listed on page 52.
4. You will find a list of the publications referred to in the guidelines and where to get them on page 53.
5. The procedure for work refusal is detailed on page 25.

The Industrial Health and Safety Program of the Ontario Ministry of Labour accepts that these guidelines provide reasonable protection for workers in live performance. The Ministry will refer to the Safety Guidelines for Live Performance in Ontario along with the requirements of the Occupational Health and Safety Act (the Act) and other appropriate legislation such as Regulations for Industrial Establishments (the Regulations), Workplace Hazardous Materials Information System (WHMIS) Regulation and Regulations for Construction Projects.

GENERAL INFORMATION

1. Where applicable, workers in a live performance workplace shall select a safety representative from within the group. If the workers are represented by a union, the union has a responsibility to select a health and safety representative. (See Sections 8 and 9 in the Act for further information.)
2. Each workplace shall have a copy of the Act, the Regulations and the Safety Guidelines for Live Performance easily accessible for workers and management.
3. All workplaces shall follow the first aid requirements of the Workers' Compensation Act.
4. Fire regulations and WHMIS requirements shall be strictly observed. Anyone performing activities or using materials covered by these regulations must ensure that personnel likely to be affected are fully informed of all hazards.

GENERAL RECOMMENDATIONS

1. Where a permanent health and safety committee exists in a live performance location, any incoming group of workers should select a safety representative from within the group.
2. All workplaces should have a health and safety notice board to warn all personnel of any hazardous procedure, to refer to the relevant health and safety guidelines, and to give the location of safety and first aid equipment. Where a call sheet is used, it should incorporate the day's health and safety information.
3. Communication is essential. Before the rehearsal of any potentially hazardous sequence, there should be a meeting of all relevant personnel for a thorough briefing. If substantial changes become necessary later on, another meeting should be held for all personnel involved, to confirm everyone's understanding of and agreement to the changes.

PROCEDURE FOR A WORK REFUSAL

You don't have to do or use anything you consider unsafe. Any worker who thinks that a piece of equipment or an activity is hazardous may refuse to use that equipment or do that activity. You do not have to make a formal or official announcement. Simply stating that something is unsafe is enough to start the work refusal process.

FIRST STAGE

1. Worker considers work unsafe. Then:
2. Worker refuses to work. Reports concern immediately to supervisor, safety rep, management rep. Stays in safe place. Then:
3. Supervisor/Department Head investigates with safety rep and worker. If the issue is resolved, go to #9. If the issue is not resolved, go to #4.

SECOND STAGE

4. With reasonable grounds to believe work is still unsafe, worker continues to refuse and remains in safe place. Supervisor or management rep calls Ministry of Labour (MOL). Then, either #5 or #6:
5. Worker may be offered other work if it doesn't conflict with collective agreement. Refused work may be offered to another worker, but must be done in presence of refusing worker. Management must inform new worker that the offered work is subject of a work refusal.
6. MOL Inspector investigates in company of worker, safety rep and supervisor or management rep. Then:
7. Inspector gives decision to worker, management rep/supervisor and safety rep in writing. Then:
8. Changes are made if required or ordered. Then:
9. Worker returns to work.

HAND PROPS AND COSTUMES

This guideline deals with the use and handling of props and costumes during rehearsal and performance.

DEFINITIONS

Hand prop. Any article that is carried or handled, not worn, by the performer.

Costume. Any article, including footwear, masks, wigs and headgear, that is worn, not carried or handled, by the performer.

Flame retardant. A chemical used to provide flame resistance.

Flame resistant. (Adjective) See flame resistance.

Flame resistance. The property of a material whereby flaming combustion is prevented, terminated, or inhibited following the application of a flaming or non-flaming source of ignition, with or without subsequent removal of the ignition source.

GENERAL GUIDELINES

1. The safety of performers and others who handle props and costumes should be taken into account in all stages of their design, purchase, construction, repair, maintenance and use. Consideration should be given to the safe integration of hand props and costumes with the other elements of the production, including but not limited to scenery, lighting, sound and performance venue.
2. The age, size and physical fitness of the performers should be taken into account in all stages of design, purchase, construction and use of hand props and costumes.
3. The responsibility for the construction, care and maintenance of individual items should be clearly assigned by the producing company.
4. Items constructed for a production should be accompanied by the maker's instructions for care and maintenance.
5. Props and costumes should be checked regularly for wear or damage and repaired or replaced when necessary.
6. Performers should inform the person(s) responsible as soon as possible of any repairs needed to maintain the safety of a costume or prop.
7. Performers should be given adequate instruction and rehearsal time to become accustomed to all props and costumes as they will be used in performance, including scene changes and costume quick changes.
8. The company should ask performers if they have any allergies to food, or props and costume materials.
9. Performers should inform the company as soon as possible about any allergies or adverse physical reactions to props and costume materials.
10. Paints, dyes, adhesives and solvents used in construction, repair and maintenance should be allowed to evaporate completely before the costume or prop is used.
11. Solvents used in cleaning should be allowed to evaporate and the article should be aired sufficiently before use.
12. Those portions of props or costumes which are likely to come in contact with the performer should be free of materials or finishes which could cause injury or harm.
13. Performers should be provided with assistance in cases where the combination of costume, props, scenery and/or lighting creates safety concerns.

HAND PROPS GUIDELINES

1. Hand props should be designed, chosen and built with consideration for their specific use on stage.
2. Props should be checked for rough edges, chips, loose material or other potential hazards before being given to the performers.
3. Rehearsal props should be provided wherever practicable and should be as close as possible in size, weight and shape to the intended performance articles.
4. Performers should be informed of any changes made to a hand prop already in use and be given adequate time to work with the changed article.
5. Any addition or change in stage business that involves the use of hand props should be rehearsed with the props before it is included in the performance.
6. Alternatives to open flame should be considered wherever possible. Where open flame is used, items placed or used near open flame should be made of flame resistant materials or treated with flame retardant.

COSTUMES GUIDELINES

1. Within the reasonable bounds of period, style and character, costumes should be designed, constructed and fit so as not to impede movement unnecessarily on or off stage.
2. The person(s) responsible for costumes should be informed as soon as possible about special movement required of a performer so that these movements may be anticipated in the construction and fit of the costume.
3. Rehearsal costumes should be provided wherever practicable and should be as close as possible in size, weight and shape to the intended performance articles.
4. All aspects of costumes should be fitted to avoid injury or unnecessary discomfort. Costumes, including masks, wigs and headgear:
 - a. should provide a field of vision adequate for safe movement on and off stage;
 - b. should not obstruct the performer's breathing or hearing;
 - c. should be fitted and balanced to prevent headaches, neck or back strain.
5. During fittings, performers should be encouraged to consider their anticipated range of staged movement in each costume.
6. The combination of performer footwear and playing surface should provide the degree of traction necessary for the safe execution of the performance.
7. Alternatives to open flame should be considered wherever possible. Where open flame is used, costumes worn near the flame should be made of flame resistant materials or be treated with flame retardant. Any trim or decoration applied to the costume after treatment with flame retardant should also be made of flame resistant materials or be treated with fire retardant.
8. Costumes worn next to the skin should be cleaned/washed frequently. Other costume elements, including wigs, masks and headgear, should be cleaned/washed as necessary.

ORCHESTRA PITS

The orchestra pit, by its very nature, is the equivalent of a large, open stage trap and is a constant risk to the safety of stage performers, musicians and stage personnel. Any guideline for pit safety should begin with the reminder that all theatre workers should be responsible for each others' safety - particularly directors when blocking their actors in a production, and stage performers when handling properties and loose items on stage out of sight of the pit musicians. Common sense should prevail at all times in the pit.

DEFINITIONS

Contractor. (Personnel Manager) The person responsible for hiring the orchestra musicians.

Leader. (Music Director, Conductor) The person responsible for the musical performance of the orchestra.

Orchestra Pit. An area immediately downstage of the lip of the stage and sometimes partially beneath the stage, separated from the audience by a pit well and rail, and in which musicians' heads are below the surface of the stage when the musicians are seated for performance.

Alternative Orchestra Area. Any area other than the orchestra pit in which musicians are seated for performance.

GENERAL GUIDELINES

1. The contractor or leader should be responsible for making a pit plan available to the person in charge of the pit in sufficient time for the set-up and maintenance of the pit.
2. In cases where it is architecturally impossible to install an orchestra pit cover and where an alternative orchestra area is used, all due care should be taken by the management of the venue to protect the members of the orchestra.

PIT COVERS

1. The management of a venue that has an orchestra pit should be responsible for providing a pit safety cover to prevent accidental falls by personnel into the pit, and to catch material which, when accidentally dropped from the stage, could cause injury.
2. When the pit is occupied, the pit safety cover should be in place. At all other times the pit cover should be in place or a warning barrier should be placed at waist level, sufficiently upstage of the pit to prevent people from falling in.
3. An orchestra pit safety cover should:

- be able to support the weight of a human body falling from the stage or any - raised performance area;
 - be flameproof;
 - not interfere with the proper ventilation of the orchestra pit;
 - allow adequate line of sight between conductor and musicians and between conductor and performers;
 - conform to the shape of the pit opening. As the size and shape of each orchestra pit is different, a safety pit cover requires custom fabrication and installation. If a given production uses scenic elements that extend into the pit area, the pit cover may need to be re-configured or replaced.
4. The pit safety cover should extend across the entire width of the pit and a sufficient distance over the orchestra pit from the lip of the stage to prevent accidental falls by personnel into the pit and to catch material which, when accidentally dropped from the stage, could cause injury.
 5. The shape and size of the opening in the pit cover for the conductor should allow the conductor to conduct without impediment while not unduly compromising the safety of the musicians.
 6. The pit cover should be an acoustically transparent flameproof net or grid. The net should be of a size and strength appropriate for the impact it may sustain during the production.
 7. A flameproof theatrical gauze or scrim may be stretched over the orchestra pit cover to prevent smaller lightweight objects from falling into the pit. Care should be taken to allow proper ventilation of the orchestra pit if a gauze is used.

RISERS/CHAIR RAILS ON RISERS

1. Each riser on which seated musicians are required to play should be provided with chair rails of sufficient strength and height to prevent chairs or music stands from sliding off the edge of the riser.
2. The edges of all risers should be adequately marked.
3. Access points to the risers should be adequately marked.

SOUND LEVELS

1. In the section on sound levels (see page 43), the General Guidelines set forth recommended limits of impulse and steady state sound pressure levels, above which hearing conservation programs should be implemented. The Sound Level Reduction Guidelines outline several strategies which used singly, or in combination, are likely to provide a significant reduction in sound pressure levels received at the ear of the affected worker.

It is recommended that where workers and management are jointly engaged in efforts to reduce the effect of possible short- and long-term auditory damage to musicians performing in orchestra pits, reference be made to the Sound Levels Guidelines contained in the Safety Guidelines. It is hoped that these guidelines will help to obtain an acceptable sound environment without interfering with the artistic integrity of the production.

LIGHTING

1. Adequate lighting should be provided both before and after performance to allow safe movement in and out of the pit.
2. Music stand lighting sufficient to prevent eye strain should be provided during the performance.
3. All music stand light levels and changes to levels, including dimming, blackouts and restoration, should be set and rehearsed before the first performance.

WIRING ON FLOOR

Electrical Wiring:

1. A pit plan showing seating, risers and stand placement should be given to the person responsible for the pit set-up in sufficient time to allow the pit to be wired safely with enough circuits for all the stands and other electrical requirements before the first rehearsal.
2. Adequate power should be provided for all stand lighting and any other electrical requirements.
3. If changes to the pit plan are required, sufficient notice should be given to the person responsible for the pit set-up.
4. All cables in the pit should be of adequate length and be taped down after the set-up is complete. No cable should be stretched to reach the plug-in box.
5. Re-plugging in the pit should be done only by a competent person.
6. All cables should be positioned so as not to impede the normal traffic patterns in the pit.

Audio Wiring:

1. Placement of microphones should allow for adequate room for instrument performance and should not impede the traffic patterns in the pit.
2. The placement of cables should follow the same recommendations as those for electrical wiring, and should be done only by competent persons.

HOUSEKEEPING/FLOOR HAZARDS/FIRE HAZARDS

1. Management should be responsible for general cleaning of the pit on a regular basis.
2. Each pit musician should be responsible for the removal of all personal items and garbage daily.
3. Instruments and cases should not be left where they interfere with safe access to and cleaning of the pit.
4. Garbage receptacles should be reasonably accessible to each pit area.
5. Open containers of water for reeds or beverages are a potential electrical hazard. Only covered containers should be brought into the pit.
6. The pit should be vacated during any major re-organization of the pit set-up.
7. At least two all-purpose fire extinguishers should be strategically placed in the orchestra pit.
8. All ceiling obstruction (sprinkler heads, light fixtures, pit cameras) should be protected and well-marked.
9. Personnel in the pit should be protected from any pyrotechnical debris.

VENTILATION AND AIR CONDITIONING

1. An orchestra pit is a workplace that, in accordance with section 127 of Regulation 851 ("Industrial Establishments"), R.R.O. 1990, "shall be adequately ventilated by either natural or mechanical means such that the atmosphere does not endanger the health and safety of workers".
2. The ventilation in an orchestra pit, in accordance with section 128 of that regulation, shall:
 - replace the air exhausted;
 - be free from contamination with any hazardous dust, vapour, smoke, fume, mist or gas;
 - not blow settled dust into the pit;
 - not interfere with any exhaust system;
 - not cause any undue drafts;
 - prevent the return of exhausted air containing contaminants.
3. An orchestra pit is a workplace that, in accordance with section 129, shall be maintained at a "temperature suitable for the type of work performed", and shall be at a temperature "not less than 18° Celsius".

PERFORMANCE SPACE/ERGONOMIC FACTORS

1. Lack of sufficient space in which to play an instrument may cause repetitive motion strain or injury. A pit plan that gives adequate performance space for each musician should be provided by the contractor. Any problems with the pit set-up should be communicated to the contractor or the leader.
2. Proper seating for each performing musician should be provided in the form of a well-maintained chair of medium to low height with a flat back and a level seat.

PERFORMER FLYING AND AERIAL STUNTS

During performer flying and aerial stunts there is a much greater chance of injury in the event of an accident than during normal performance activities.

There are many different types of performer flying and aerial stunts. Most of them can be rigged in a variety of ways. This document will not deal with the specific technical details of the various types of rigging. Instead, it will provide general guidelines for the principles of safe design, rigging and performance.

"Competent person" is defined in subsection 1(1) of the Occupational Health and Safety Act. With regard to performer flying and aerial stunts, this means that all parties involved must have the knowledge and training (through adequate rehearsal) to operate and perform the effect safely. It also means that they must be aware of any possible danger involved in operating or executing the effect.

DEFINITIONS

Performer flying. The operator-controlled raising or lowering of a performer who is suspended by line, rope or cable, where the performer has little or no control over the speed or direction of travel.

Aerial stunts. Manoeuvres or tricks assisted by line, rope or cable, where the performer has control over the speed or direction of travel.

Aerial arena. Any space through which a suspended performer travels. Also called fly area.

Drop zone. The space directly above or below the point at which the performer is initially suspended or lifted.

Effect. Any performer flying or aerial stunt.

Hands off catch. Any failsafe system used to prevent an accidental fall in the event of operator or performer error. (So called because it is designed to prevent a fall even if the operator or performer were to take both hands off the line.)

Load-in point. The area where the performer hooks up to the flying system.

Operator. A competent person responsible for running the equipment.

Passive secondary. A back-up component of a rigging system that only takes weight if the load-bearing component fails. Also called a redundancy system.

Rigger. A competent person responsible for the installation and maintenance of the flying equipment. May also be a stunt coordinator or operator.

Stunt co-ordinator. A competent person responsible for co-ordinating and staging all stunts. May also be a rigger or operator.

AREAS OF RESPONSIBILITY GUIDELINES

There should be a competent person responsible for the following aspects of the effect:

1. Design: planning the system that makes the effect possible.
2. Construction, assembly and rigging: putting together the necessary equipment, installing and inspecting it before its first use.
3. Operation: running the equipment that makes the effect possible.
4. Maintenance: inspecting and testing the equipment throughout its use to ensure that it continues to operate safely.
5. Rehearsal: determining that the effect has been sufficiently rehearsed to be performed safely.
6. Pre-performance check: determining, before each performance of the effect, whether it is still safe to be performed.
7. Performance: performing the effect.
8. Communication: ensuring that everyone involved in the effect will be kept up to date with all relevant information.

All parties involved in performer flying or aerial stunts should know who is responsible for each aspect of the effect.

TRAINING AND REHEARSAL GUIDELINES

1. The operator or performer should be given adequate training and rehearsal time with a rigger or stunt co-ordinator.
2. All aerial stunts and flying systems should have an assigned rigger or stunt co-ordinator. If the assigned rigger or stunt co-ordinator is not part of the running crew or cast, a person should be trained to carry out pre-performance maintenance and inspection of all flying systems and equipment and to call for any necessary stunt or fly warm-up before the performance.

3. If understudies or back-up operators are used, they should have full training and rehearsal by the stunt co-ordinator or rigger equal to that of the person they are replacing.

EQUIPMENT GUIDELINES

1. Equipment used (ropes, lines, cables, harnesses and hardware) should be designed to support the weight of the performer comfortably and to bear live loads. The equipment should be manufactured for that purpose or be of an equivalent standard. The rigger or stunt co-ordinator should approve the use of all equipment.
2. Equipment should be rated at a minimum breaking strength to load ratio of 10 to 1.
3. All flying systems, equipment, knots and other tie-offs should be checked for wear, damage and integrity before every performance.
4. A retirement schedule for the replacement of equipment should be established by the rigger or stunt co-ordinator. The rigger or stunt co-ordinator determines which equipment, if any, needs such a schedule.

SYSTEMS GUIDELINES

1. There should be clear access to the load-in point for the performer and operator.
2. When the operator is unable to hook up the performer, a competent person should be assigned to do so.
3. There should be sufficient visibility to hook up, check and operate the flying systems properly.
4. The drop zone, fly area (aerial arena) and landing point should be clear of obstruction according to the instructions of the rigger or stunt co-ordinator.
5. A hands-off catch should be incorporated into the rigging system. The system should include a method of safe retrieval of the performer or operator should the hands-off catch be used.
6. A safe communication system between the performer, operator and ground crew should be agreed upon.
7. The operator should be in a position that is secure and free from distraction.
8. Components such as webbing, rope or cable, which are susceptible to wear due to abrasion, should be backed up with a passive secondary. The passive secondary deployment should be checked during pre-performance inspection.
9. Static or fixed lines intended for active loads such as swinging or climbing should not be tied off directly to abrasive structures such as angle beams, which may damage or weaken the primary lines. Passive secondaries should be used when tying off load-bearing lines or ropes.
10. Passive secondaries should be installed in positions that will minimize the shock load if any load-bearing point fails.

NOTE: Section 2 of the Regulations permits alternative, equivalent arrangements. With regard to performer flying and aerial stunts, this means that one type of equipment or action may be substituted for another, so long as the safety of all parties involved in the effect is at least as great as it would be without the substitution.

NOTE: The Foy System and similar flying systems do not usually use hands-off catches and passive secondaries, which these guidelines recommend. However, Foy is generally accepted as one of the standard systems in the industry.

PYROTECHNIC SPECIAL EFFECTS

Theatrical pyrotechnics are governed under the Federal Department of Energy, Mines and Resources Explosives Division Class 7.2.5. The federal regulations are currently being rewritten to reflect their use more accurately.

These guidelines have been adapted from the Ontario Film and Television Industry Section 21 Guidelines, the National Fire Prevention Association Code 1126 (Standard for the Use of Pyrotechnics), the California Film Industry Fire/Life Safety Handbook and the Alberta Section of Canadian Institute of Theatre Technology, Pyro Standards.

Any person who assumes the responsibility for pyrotechnics must have a clear understanding and working knowledge of the guidelines of the NFPA Code 1126 and of the Department of Energy, Mines and Resources Explosives Division.

DEFINITIONS

Pyrotechnic special effect. An effect where a chemical mixture is used to produce visible or audible effects by combustion, deflagration or detonation.

Pyrotechnician. The person who is responsible for pyrotechnic safety, who controls, initiates, or otherwise creates special effects, and who is responsible for the storing, setting up and removing of pyrotechnic materials for the production.

Blocking. The process by which the director moves the performers around the stage. A person (generally the stage manager) notes these movements in the prompt script in order to track all of the performers' movements during the show.

Deflagration. A rapid chemical reaction in which the output of heat is sufficient to enable the reaction to proceed and be accelerated without input of heat from another source. The effect of deflagration under confinement is an explosion.

Detonation. An extremely rapid chemical reaction in which the pressure generated is sufficient to cause the formation of a shock wave, which acts to cause the reaction to proceed. The effect of detonation without confinement is an explosion.

Dry run. A rehearsal to demonstrate an effect to all performers, crew and anyone else involved.

GENERAL GUIDELINES

1. No child performer should be exposed to pyrotechnical effects unless written permission is received from a parent or guardian prior to rehearsal/performance.
2. "No Smoking" and "Explosive" signs shall be posted where pyrotechnics are stored and handled. Storage and handling of pyrotechnic materials shall be in compliance with federal, provincial and local codes, and be within the manufacturer's guidelines.
3. No smoking shall be allowed where pyrotechnical devices are used.
NOTE: Smoking may be allowed in performance as blocked in rehearsal and if approved by the pyrotechnician and the authority having jurisdiction.
4. The transporting of pyrotechnical devices and materials shall be done in compliance with all applicable federal, provincial and local laws. Class 7.2.5 Explosives are covered under the Transportation of Dangerous Goods Act.
5. Sufficient number of the appropriate fire extinguishers shall be located within a reasonable distance of all pyrotechnic materials being loaded, prepared for firing and fired. The number shall be determined by the authority having jurisdiction.

PERFORMANCE GUIDELINES

1. Whenever pyrotechnic special effects are to be used in a production, a pyrotechnician should be employed before the first rehearsal.
2. The pyrotechnician should ensure that the authority having jurisdiction (generally the fire department or a Department of Energy, Mines and Resources representative) has been notified of the use of pyrotechnics for the production.
3. Before the rehearsal/performance, all personnel involved with the production should be notified that pyro effects are to be employed. This notice should also appear in writing on the daily call sheet for rehearsals where pyrotechnics are used. The nature of the effects should be specified in the daily call sheet.
4. Before involving performers for the first time:
 - a dry run of the effects must take place on site to demonstrate timing, spacing and safety parameters;
 - safety equipment and safety precautions such as fire extinguishers, warning and communication systems should be in place;
 - the intended action, possible deviations and the authority to abort should be made clear;
 - all performers and support personnel should be warned of exposure to a hazard when performing or otherwise carrying out their responsibilities in the vicinity of a pyrotechnic special effect;
 - the dry run should take place in an environment as free of distractions as possible.
5. Before any pyrotechnical sequence is performed for the first time, a technical rehearsal should be called.
6. In addition to the normal blocking notes kept by the stage manager, blocking for the pyrotechnical effects should be put in writing by the pyrotechnician and distributed to all involved departments and individuals.
7. The pyrotechnician should have the final authority to abort any effect.
8. The pyrotechnician should be in attendance whenever a pyrotechnical effect is executed in rehearsal or performance.
9. The stage manager or pyrotechnician should make clear to everyone involved in the production the location of exits and escape routes. The escape must provide unobstructed passage to the exterior of the building, structure or work space.

10. Whenever possible, only those performers and crew necessary for the success of the effect should be in close proximity to the effect. Other performers should remain at a safe distance (to be determined by the pyrotechnician).
11. Immediately before any performance the pyrotechnician should make a final check of wiring, position, hookups and pyrotechnic devices to ensure that all are in proper working order. Adequate time should be allowed for this check.
12. The pyrotechnician should have an unimpeded view of the effect. Where this is not possible, an assistant, who is in direct communication with the pyrotechnician and has an unimpeded view of the effect, should be assigned. The assistant should be familiar with the effect and the conditions that would qualify for aborting it.
13. Immediately after each performance the pyrotechnician should verify that all pyrotechnic devices have fired. Any unfired pyrotechnic materials or devices should either be fired or disposed of in accordance with the manufacturer's instructions.
14. If, at any time, substantial changes become necessary for the success of the pyrotechnical effect, a meeting should be called by the pyrotechnician to confirm everyone's understanding of and agreement to the change(s). All changes (location, quantity, spacing) should be noted on the blocking plan and distributed to all involved departments and individuals.
15. The pyrotechnician may have one or more designated assistants who take on the responsibilities during the pyrotechnician's absence. The pyrotechnician should ensure that the assistant(s) has the proper knowledge and training in order to comply with the pyrotechnician's scope of work. In the event of the pyrotechnician's departure from the production, the responsibilities of the pyrotechnician will transfer to an assistant.

NOTE: Examples of assistants are stage manager, assistant electrician or anyone who demonstrates the knowledge required of the pyrotechnician as defined.

RIGGING SYSTEMS AND FALL ARREST

DEFINITIONS

Counterweight system. A type of rigging system using steel cables, blocks (possibly), a pipe batten, and counter-balanced weights placed in an arbor.

Flown scenery. Scenery shifted by raising or lowering it vertically over the acting area by rope-line rigging or a counterweight system.

Fouling. Unintentionally entangling scenery, flown lights, drops, borders, etc.

Pick-up points. The points where ropes are attached to theatrical equipment to fly it.

Pocket. A tube sewn into the bottom of a soft flown scenic unit, into which chain or pipe is inserted to stretch or straighten the unit.

Rigging. All the activities involved in preparing theatrical equipment when it is first taken to the stage.

Rigging equipment. All the hardware, including the system itself, which is used to fly theatrical equipment.

Rigging system. The method for raising and lowering theatrical equipment vertically by means of blocks and ropes or steel cables; may include a batten.

Safetied. Having provided a secondary system of securing items that are stored overhead.

Scenic unit. An individual piece or assembly of scenery used onstage.

Turn-buckle. A hardware device for closely adjusting the length of a rope or cable. Consists of opposing right- and left-handed screws so arranged that turning a centre element shortens or lengthens the cable.

OPERATION AND MAINTENANCE OF PERMANENT RIGGING SYSTEMS

1. The owner of rigging equipment should ensure that proper equipment is used as intended and within the designed safety factor. The owner should ensure that all equipment is properly operated and maintained by a competent person.
2. The methods and frequency of maintenance of a rigging system should be determined by the owner or by a contractor on behalf of the owner in accordance with:
 - the manufacturer's or his/her agent's recommendations for maintenance;
 - the system's current condition;
 - the frequency and method of use of the rigging system;
 - the Regulations for Industrial Establishments under the Occupational Health and Safety Act.
3. The maintenance of a rigging system should include:
 - an inspection and examination by a competent person at least once a year of all parts and functions of the rigging system (Items that receive frequent use or considerable wear should be inspected more often.);
 - cleaning, lubricating and adjusting all parts of the rigging system at regular intervals, and repairing or replacing worn or defective components;
 - repairing or replacing damaged or broken parts.
4. The inspector should be satisfied that the rigging system is in a safe operating condition and that the parts and functions will remain in a safe operating condition until the next scheduled inspection and examination.
5. A permanent log of maintenance and inspections should be kept. All entries should be signed by the inspector and verified by the owner or designate.
6. Where a part of a rigging system is replaced for any reason, the replacement part should be at least equivalent to the original part as supplied by the manufacturer or as specified in the design submission.
7. The operator should have such knowledge of and experience in operating the rigging system that:
 - the operator is able to operate the rigging system safely without supervision;
 - the operator is aware of all likely hazards in using the rigging equipment.

TEMPORARY FLOWN SCENERY - HARD OR FRAMED

1. The construction of individual pieces of flown scenic units, and the assembly of the pieces into the unit(s), will be done by a competent person or approved by a supervisor.
2. In constructing pieces of hard or framed scenic units to be flown, all elements should be joined by gluing and screwing or bolting or welding or an equivalent permanent method of joinery.
3. In flown units, pieces that move and that may create fouling hazards or may change the balance of the unit in the air should be secured before the unit is flown.

4. The pins of hinges used in the assembly of flown units should be safetied to the unit.
5. All load-bearing or potentially load-bearing hardware should be bolted or welded to the piece.
6. The assembled unit should be inspected by a competent person or supervisor before the unit is flown.

TEMPORARY FLOWN SCENERY - PICK-UP POINTS AND LINES

1. The number and placement of the pick-up points on a flown unit should be adequate to prevent any undue stress on or sagging within the unit.
2. The pick-up points on a flown unit should be placed to ensure the structural integrity of the unit. All flying hardware should be bolted or welded to the flown unit.

TEMPORARY FLOWN SCENERY - SOFT

1. Bottom pipe or chain in a pipe or chain pocket should be fastened securely to prevent the pipe or chain from falling out of the pocket.
2. The spacing and strength of ties should be adequate for the weight of the piece.

TEMPORARY FLOWN SCENERY — RIGGING

1. All ropes, chains, bolts, clamps and other elements of the rigging of a flown unit should be of appropriate size and strength for the load that they will bear. Manufacturers' recommendations and guidelines for the use of such materials should be followed where available.
2. The minimum strength-to-load ratio for the elements of the rigging of a flown unit is eight-to-one.
3. Turn-buckles, trim chains and other devices for the adjustment of the trim of a flown unit should be secured in position.
4. Any ropes, chains or other lines on which scenery is flown should be safely terminated and secured.

FALL ARREST SYSTEMS AND EQUIPMENT

1. Fall arrest practices, procedures and equipment are specified in section 85 of the Regulations under the Act.

NOTE: Section 2 of the Regulations permits alternative, equivalent arrangements. The Regulations for Window Cleaners and Construction Projects should be consulted for alternative fall arrest systems.

SOUND LEVELS

It is a unique characteristic of the live performance industry that performers and support staff are critically dependent on their hearing.

Acceptable sound levels have recently been the subject of re-assessment in Canada and the United States. The Occupational Safety and Health Administration in the U.S. recommends lowering the present limits. The Advisory Committee agrees that the present regulations for noise exposure limits and hearing protection (Regulations for Industrial Establishments, section 139) are not adequate for workers in live performance, and is recommending that the Ministry of Labour develop a new regulation to address this concern.

The following recommendations are intended to help prevent short- and long-term auditory damage to workers without affecting artistic integrity.

DEFINITIONS

dB (Decibel). A measure of sound pressure level.

Exchange rate. The increase in dB that doubles the damage done by sound exposure.

Hearing conservation program. Any action that will result in lowering the potential for hearing damage. It may involve the reduction of sound levels or the use of personal hearing protection.

Impulse sound. Percussive sound such as gunshots or cymbal crashes. The sound is often very loud and may have peak dB levels over 115 dB.

Leq. Equivalent levels over a specified period of time.

Steady state sound. Sound that does not involve the rapid rise and fall of levels as in impulse sound. The sound can be loud but has a more consistent level than impulse sound.

Sound pressure level. The correct term for "sound level". The intensity of sound measured in decibels.

GENERAL GUIDELINES

1. Sound pressure level issues should be identified, addressed and resolved during the rehearsal period and before the first performance.
2. The exchange rate should be 3 dB.
3. Workers should not be exposed to impulse sound pressure levels in excess of 100 dB. Where sound levels above 100 dB cannot be avoided, a hearing conservation program shall be established to reduce the exposure to 100 dB or less.
4. Workers should not be exposed to steady state sound pressure levels in excess of 85 dB. Above this threshold, a hearing conservation program should be implemented to reduce the exposure to less than 85 dB.
5. Sound pressure level readings should be taken with a Type 2 sound meter that meets the CSA Standard Z107.2 rating. The meter should be set for the "A weighted network" with a slow meter response when measuring. Steady state sound pressure levels should be measured for a period of one minute to establish a leq.
6. Sound pressure levels should be measured at the ear of the worker most exposed to the sound source. All measurements should be taken at performance levels.
7. Hearing conservation programs are the mutual responsibility of workers and management and shall have the agreement of all parties involved. Both workers and management should understand the importance of annual hearing assessments.
8. Where a hearing conservation program is in place, an assessment log should be kept as proof of maintenance and "signed off" by both management and workers.
9. In hearing conservation programs for long-running productions-(in excess of six months), all workers in the program should have periodic hearing assessments.

SOUND LEVEL REDUCTION GUIDELINES

The best way to reduce sound impact is to put a distance between source and worker. Even in a limited space, repositioning or re-angling the sound source can make a useful difference.

1. Hearing protection: Uniform attenuator ear plugs are available in custom and non-custom forms. Other types of hearing protection are available for specific situations. An audiologist or other hearing health care professional should be consulted before choosing.
2. Speakers: Speakers and monitors should have minimal floor contact since low frequencies tend to travel through solid surfaces rather than through air. Reducing the surface contact of speakers and monitors will

increase the low end frequencies received by audience and performers, so the overall sound level need not be as high. Workers should not be exposed to the backs of open speaker enclosures. Baffles between the worker and the speakers should also be used.

3. Risers: Raising the sound source 30-60 cm (1-2 ft.) above the ear of the affected worker greatly reduces high frequency sound exposure. Because high frequency sounds, typically those produced by a speaker horn or a belled musical instrument, are directional, sound pressure levels above, below or to the side of the source are significantly lower than those in front of it.
4. Spacing: Wherever possible, 2-3 m (6-8 ft.) of reflective floor surface should be left unoccupied in front of a performance group. This generates additional reflections, which raise the sound level in the audience but not on stage, so the overall level need not be as high.
5. Isolation of impulse sound: Workers should not be within 2 m (6 ft.) of an impulse sound. Wherever possible, shields and baffles should be used and reflective surfaces around the sound source should be acoustically treated to reduce the impulse effect. Where it is not possible to isolate the worker, additional hearing conservation should be used.
6. Sound baffles and acoustical shields: Baffles and plexiglass shields may give protection if used with other strategies to reduce the overall sound exposure. However, acoustical baffles afford minimal effect unless they are within 18 cm (7 in.) of the worker's head. In addition, the maximum high frequency attenuation is only about 15-17 dB.

STAGE COMBAT/STUNTS AND WEAPONRY

In these guidelines a fight/stunt director is a competent person responsible for staging and co-ordinating all fights/stunts.

In these guidelines the weapons handler is a competent person responsible for the safety and security of all weapons.

DEFINITIONS

Live ammunition. Ammunition capable of firing a projectile.

Staged fight/stage combat. A co-ordinated series of moves creating the illusion of violent intent, requiring specific timing and skill, involving either unarmed combat or the use of weapons.

Stunt. Any activity that is not normally executed by the average person and that performed incorrectly would most likely result in bodily injury.

Weapon. Any object used in a staged fight for attack or defence.

STAGE COMBAT/STUNTS

1. All stage combats and stunts should be choreographed or arranged by a fight/stunt director who has specific knowledge of the requested type of stunt.
2. The fight/stunt director should be consulted about the design of the physical elements (scenery, props, costumes and weapons) for the production.
3. The fight/stunt director should always take into account the physical limitations, training and skills of the individual artists.
4. When a fight/stunt director is not engaged for the duration of the production, a competent person should be chosen to observe fight rehearsals and consult with the fight/stunt director during rehearsals on all aspects of the fight/stunt, and to conduct and monitor all run-throughs of the fights/stunts prior to each performance.
5. Fights and stunts should be given adequate rehearsal time, such time requirements to be made in consultation with the fight director.
6. The actual weapons(s), prop(s), costume(s), footwear and stunt equipment used in the fight/stunt should be made available to the performer(s) to allow for adequate rehearsal time.
7. Stunts and fights should not be performed or rehearsed in temperatures or weather conditions that could compromise the safety of the participant, and in no case shall the temperature in an enclosed work space be below 18°C as prescribed in section 129 of the Regulations for Industrial Establishments.
8. Rehearsal rooms should be of a size to allow for the safe use of weapons.
9. Appropriate first aid equipment, including ice packs, must be accessible.
10. There should be a person with first aid training present at all fight rehearsals and performances. Access to a telephone should be readily available in case of an emergency.

11. During fights/stunts visibility and visual perception shall be adequate to ensure the safety of the performers.
12. The floor surface should be free of debris and allow for secure footing for the performers.
13. The danger of repetitive strain and bruise injuries should be minimized.

WEAPONS - GENERAL

1. All weapons are dangerous. Never indulge in horseplay while in possession of any weapon.
2. Only weapons specifically made and designed for stage combat or approved by the fight director should be used. Ornamental (costume), antique or ceremonial weapons shall not be acceptable.
3. The fight director should be responsible for determining the safety of all weapons. In the absence of the fight director, the weapons handler should be responsible.
4. The weapons handler should maintain all weapons in safe working order and, if necessary, replace them.
5. The weapons handler may designate any necessary assistants and should be given adequate time to familiarize them with the procedures they must follow.
6. The only people to handle the weapon(s) shall be the weapons handler or assistant(s) and the performer who is to use it
7. There should be a fight run-through on the day of each performance.
8. All weapons shall be secured when not in use.

WEAPONS - FIREARMS

1. Firearms should be treated as loaded at all times.
2. Live ammunition must NEVER be used.
3. Smoking should not be permitted in any area where ammunition or powder is stored, and appropriate signs should be posted.
4. All pertinent federal, provincial and municipal laws and regulations shall be applied.
5. The weapons handler should:
 - have the appropriate licenses for the weapons in use;
 - be familiar with the inspection and loading/unloading procedures for such weapons;
 - be familiar with the applicable laws and regulations concerning the handling, transportation and storing of any blank ammunition, powder, etc. that may be required.
6. The weapons handler should be responsible for test firing all weapons to determine the safe working distance.
7. Firearms should be loaded as close to their "entrance" time as practicable.
8. Firearms shall be unloaded before storing.
9. Only the weapons handler or a designated assistant should load or unload a weapon.
10. In the event of a misfire or jam, only the weapons handler should attempt to fix it. If the handler is not sure what is causing the problem, the weapon shall be taken out of use until the cause can be determined.
11. Under no circumstances should a firearm be pointed at anyone.
12. Never fire a gun with dirt, sand or any foreign blockage in the barrel. Never put a weapon down in such a way that dirt or sand might cause a blockage.
13. All personnel with the production should be notified that weapons will be fired.

WEAPONS - BLADED

1. All weapons should have their points made safe and their blades properly balanced.
2. All handles should provide a secure hold under fight conditions.
3. Retractable and non-retractable weapons should be set out separately and be clearly marked so that one cannot be mistaken for the other.
4. Each actor should use the same weapon in all performances and pre-performance run-throughs.
5. Performers should check their own weapons prior to each performance in the presence of the weapons handler.

THE COMMITTEE

CURRENT MEMBERS

Bonnie Armstrong
Lawrence Beevers
Jim Biros
Neil Dennison
Ron A. Epp
David Feheley
Jane Gardner
Tim Jennings
Patricia McKinna
Peter McKinnon
Tom McLean
Stephen Mosher
Hugh Neilson
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Peter Urbanek

Don Brown, Ministry of Labour Advisor

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Chuck Homewood
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Trevor McAnuff
Doug McBoyle
Winston Morgan
Grace Nakatsu
Lisa Petro
Sharon Poitras
Gie Roberts
Jim Roe
Shirley Third
David R. Thornton
Martin Zwicker

The following companies and associations are represented:

American Federation of Musicians of the United States and Canada
Associated Designers of Canada
Canadian Actors' Equity Association
Canadian Institute for Theatre Technology
Canadian Union of Public Employees
International Alliance of Theatrical Stage Employees
National Ballet School of Canada
Professional Association of Canadian Theatres
Stratford Festival

ACKNOWLEDGMENTS

The Ontario Advisory Committee for Health and Safety in Live Performance is made up of professionals in live performance from across the province - large and small, commercial and not-for-profit, service organizations and professional associations. We have had input from individual experts both national and international. The Advisory Committee and the Ministry of Labour would like to thank the following people for their help in making these guidelines possible:

HAND PROPS AND COSTUMES

| | |
|-------------------|--|
| Carol Beevers | Footwear Supervisor, National Ballet of Canada |
| Marjorie Fielding | Wardrobe Supervisor, National Ballet of Canada |
| Shawn Kerwin | Designer |
| Phillip Silver | Professor of Design, York University |
| Sephania Tjelios | Props, Canadian Opera Company |

ORCHESTRA PITS

| | |
|----------------|--------------------------------|
| Cathryn Gregor | Canadian Opera Company |
| Peter Lamb | Livent Inc. |
| Stephen Mosher | Toronto Musicians' Association |
| Nigel Romeril | National Ballet Company |

PERFORMER FLYING AND AERIAL STUNTS

| | |
|------------|--------------------------|
| John Stead | Fight/Stunt Co-ordinator |
|------------|--------------------------|

PYROTECHNIC SPECIAL EFFECTS

| | |
|-----------------|--|
| Myles Patterson | PPA, Canada |
| David Pier | MP Associates, CA |
| Mark Rice | Stage FX |
| Eric Tucker | PPA, St. Louis |
| Dave McCulloch | Federal Dept. of Energy, Mines and Resources |
| Ted Scovel | Chief, Toronto Fire Department |
| Larry Wheatley | Sergeant, ETF Bomb Squad, Toronto Police Dept. |

RIGGING SYSTEMS AND FALL ARREST

| | |
|--------------------|---|
| Ron A. Epp | IATSE, Local 461 |
| Stan Fernandez | Engineer, Ministry of Labour |
| Victor Svenningson | Manager, Technical Services, Harbourfront |

SOUND LEVELS

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| Rod Karpel | Audio Engineer, IATSE, Local 58 |
| David Leong | PhD., P.Eng., C.I.H., R.O.H., Provincial Hygienist |
| John Percy | Stage Manager, Firearms Specialist |

STAGE COMBAT AND WEAPONRY

| | |
|----------------|----------------|
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| F. Braun McAsh | Fight Director |
| John Nelles | Fight Director |
| Robert Cannon | Chiropractor |
| David Drum | Chiropractor |
| Mark Erwin | Chiropractor |

EDITORIAL

Peter Messaline
Sharon Poitras

Writer/Actor
Theatre Ontario

We would like to thank the Section 21 Advisory Committee on Health and Safety in the Ontario Film and Television Industry for their pioneering work in developing safety procedures in the entertainment industry.

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Fire Prevention Department
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tel: (416) 392-0160

PUBLICATIONS

The Advisory Committee urges workers and management to read the following reference material:

GENERAL

1. A Guide to the Occupational Health and Safety Act
 2. The Occupational Health and Safety Act (1990)
 3. Regulations for Industrial Establishments
 4. Workplace Hazardous Materials Information Systems (WHMIS): A Guide
 5. Workers' Compensation Board Handbook
- from: Ontario Ministry of Labour
Publications Section
Information and Administrative Services
400 University Avenue, 9th Floor
Toronto, Ontario M7A 1T7

PYROTECHNIC SPECIAL EFFECTS

1. Alberta Section, CITT, Pyro Standards
from: Canadian Institute for Theatre Technology (CITT)
2500 University Drive NW
Calgary, Alberta T2N 1N4
2. Federal Regulations for Explosives Class 7.2.5
from: Energy, Mines and Resources, Canada
Explosives Branch
580 Booth Street
Ottawa, Ontario K1A 0E4
3. Film Industry Fire/Life Safety Handbook
from: California State Fire Marshall
7171 Bowling Drive, Suite 600
Sacramento, California 95823 U.S.A.
4. National Fire Prevention Association Code 1126
(Standard for the Use of Pyrotechnics)
from: Canadian Association of Fire Chiefs
1-800-668-2955

RIGGING AND FALL ARREST

1. Regulations for Construction Projects
 2. Regulations for Window Cleaners
- from: Ontario Ministry of Labour
Publications Section
Information and Administrative Services
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Toronto, Ontario M7A 1T7

SOUND LEVELS

1. Medical Problems of Performing Artists, Volume 7, Number 2, June 1992
"Sound Exposure During Performance of Wagner's Ring Cycle", Camp, I. & Horsman, S., pages 37-39
"A Clinically Efficient Hearing Protection Program for Musicians", Chasin, M. & Chong, J., pages 40-43
- from: Centre for Human Performance and Health Promotion
565 Sanitorium Road, Hamilton, Ontario L9C 7N4

2. OSHA Federal Register 48 (46) (1983)
"Occupational Noise Exposure and Hearing Conservation Amendment", pages 738-739, 783
from: Occupational Safety and Health Administration
Office of Technology Assessment
United States Congress
Washington, D.C. 20210 U.S.A.
3. Canadian Family Physician, Volume 39, May 1993
"Risks to Hearing from Rock Concerts", Yassi, Pollock, Tran and Cheang, pages 10-46
from: Canadian Family Physician
2630 Slymark Avenue, Mississauga, Ontario L4W 5A4

APPENDIX B:

**Letter of Understanding
BETWEEN:
Stratford Shakespearean Festival Foundation of Canada ("Stratford") and
Canadian Actors' Equity Association ("Equity")**

As both parties agree that working collaboratively is in their best interests, the Festival will continue to commission a working group to consult, and provide input and guidance on the scheduling and other related pertinent issues.

This group will be comprised of:

- one Stage Manager
- one Production Stage Manager
- one Actor
- one Director (not the Artistic Director)
- the Executive Director
- the Director of Production or the Assistant Director of Production
- Director of Planning and Education
- one Technical Director
- any other person at the request of the group

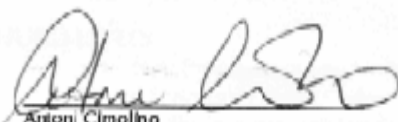
This group will meet on a regular basis and no less than four times per fiscal year. The members of the working group will be chosen by mutual agreement (between the Festival and Equity) and terms will last a minimum of one year running November 1st to October 31st. Equity members of the working group will be compensated on an hourly basis at a rate equal to the additional services fee on line one (1) of Schedule "A" of the Stratford Addendum to the CTA.


Goals of this working group will be as follows:

- to suggest new and innovative ways to improve the current scheduling including addressing the issues of:
 - * available resources
 - * extended rehearsal days
 - * scheduling of tech and dress rehearsals
 - * total number of priority rehearsal hours
- to work with management to optimize the use of resources in support of the Festival season
- to review the ongoing developments of the master schedule
- to suggest areas where additional resources could be used/distributed differently, or alternatively, to identify where additional resources are required.

At times this group will be provided with confidential information and it is understood that all confidential information provided to the working group will remain as such.

In addition to the meetings provided for herein, the group shall meet annually in October to review the recommendations advanced by the Equity participants to the group. This meeting shall be attended by the Executive Director of the Festival and a staff representative from Equity. The purpose of the meeting is to explore all recommendations forwarded whether acted upon or not. The meeting will be minuted.


Antoni Cimolino
Executive Director
Stratford Festival


Susan Wallace
Executive Director
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THE STRATFORD ADDENDUM

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