

VOA

begins July 1, 2020 | terminates June 30, 2021



VANCOUVER OPERA AGREEMENT
2020 -2021

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PREAMBLE

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

(A) Definition of Engager

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

(B) Recognition of Equity

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

| | |
|---------------------------|---------------------------|
| singers | production stage managers |
| dancers | stage managers |
| actors | assistant stage managers |
| stage directors | choreographers |
| assistant stage directors | assistant choreographers |
| ballet masters/mistresses | fight directors |

(C) Changes Not Covered by this Agreement

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

(D) Application for Changes or Alterations

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

(E) Paragraphs Headings and Indexes

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

1:00 GENERAL

1:01 Recognition of Equity

(A) Exclusive Bargaining Agent

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

(B) Artist as Independent Contractor

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

1:02 Negotiation of Individual Engagement Contracts

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

1:03 Management Rights

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

1:04 Equity Logo

The Engager shall place a notice in the program to the effect that the company is professional and operates within the jurisdiction of Canadian Actors' Equity Association.

2:00 EQUITY MEMBERSHIP

2:01 Artists in Good Standing

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

2:02 Deductions

(A) Membership Fees and Assessments

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

(B) Payment of Working Dues

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

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

(C) Equity Member Benefits

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

(D) Equity's Right to Deny Membership

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

2:03 Reciprocal Agreements

Any paid-up member of the ACTRA Performers Guild, Actors' Equity Association (AEA) or Union des artistes (UDA) shall be subject to the terms of the applicable reciprocal agreement between Equity and ACTRA, or between Equity and UDA, or between Equity and AEA, provided such agreement is not in conflict with this Agreement.

3:00 LAWS GOVERNING THIS AGREEMENT

3:01 Provincial Jurisdiction

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

3:02 Statutory Conflicts

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

3:03 Canadian Status

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

3:04 Provisions Affected

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

4:00 INTERPRETIVE POWERS

4:01 Interpretive Powers

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

(A) Rights of Equity

the Executive Director of Equity has the sole right to determine on behalf of the Equity members the interpretation of said provisions and to argue the interpretation of said provisions and to attempt to resolve the conflict subject to Article 48:00 (Arbitration) of this Agreement. The Executive Director of Equity's decisions shall be binding on Equity and its members.

(B) Rights of Engager

the Engager has the sole right to determine on its behalf the interpretation of said provisions and to argue the interpretation of said provisions and to attempt to resolve the conflict subject to Article 48:00 (Arbitration) of this Agreement.

5:00 RESPONSIBILITIES OF THE ARTIST

5:01 Membership in Equity

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

5:02 Contractual Obligations

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

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

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

5:04 Services Provided by the Artist

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

(A) Physical Condition

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

(B) Physical Appearance

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

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

5:05 Rules and Regulations

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

6:00 ARTISTS' OBLIGATION TO EQUITY

6:01 VOA Engagement Contract

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

6:02 Equity Constitution and Bylaws

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

6:03 Membership

Equity agrees that it will accept as a member of Equity any Artist the Engager wishes to engage subject to Article 2:00. Such acceptance of membership shall not be unreasonably withheld. It is the essence of the relationship between Equity and the Engager that Equity will accept non-Canadian Artists as members of Equity. Equity agrees to provide the Engager with information relative to the circumstances as to the suspension or expulsion of a member or the refusal to admit a non-member into the Association.

7:00 EQUITY SPECIAL PROVISIONS

7:01 Benefits

Equity members may rehearse for and perform in Actors' Fund of Canada benefits without additional remuneration. The Engager shall endeavour to schedule one (1) benefit per season.

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

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

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

7:03 Special Power to Act for Artist

(A) Authority

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

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

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

(B) Consent

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

(C) Representation

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

(D) Reasons Given for Actions

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

7:04 Deputies and Representatives

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

7:05 Communication Committee

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

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

7:06 Secret Vote

(A) Secret Ballot

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

(B) Conflict of Interest

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

(C) Determination of Equity

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

7:07 Audition Code

(A) Annual Auditions in Major Centres

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

(B) Groups

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

(C) Call Backs

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

(D) Equity Members

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

- (E) **Notice**
Equity will be advised at least six (6) weeks in advance of the auditions referred to in Clause 7:07(A). Equity will post notices of such auditions on its notice boards, notify the appropriate elected representatives of the Association, and when convenient advise the membership through its newsletter.
- (F) **Equity Arranged Appointments**
Equity will undertake to arrange audition appointments at no charge to the Engager upon request.
- (G) **Casting Authority**
An appropriate representative of the Engager with casting authority must be present at all auditions.
- (H) **Accompanist**
If an Artist is required to sing in the production for which the Artist is auditioning without musical accompaniment the Artist may be asked to audition without musical accompaniment. The Engager will provide an accompanist for general auditions in Vancouver.
- (I) **Specifically Requested Material**
When the Artist is requested to audition with specifically requested material which is not readily available or music which is not a part of the standard repertoire, the Engager shall provide the Artist with such material or music in sufficient time to prepare for this audition.
- (J) **Venue Suitability**
Where auditions are held the Engager agrees to do the Engager's best to ensure that:
 - (i) No smoking is permitted in the audition rooms and waiting rooms.
 - (ii) Audition rooms, change rooms and waiting rooms are properly lit, ventilated and maintained at a reasonable temperature.
- (K) **Dance Auditions**
For dance auditions the following additional provisions shall apply:
 - (i) Either the Choreographer, Assistant Choreographer or appropriate representative of the Engager must be present at all dance auditions. At no time shall the Artist be required to perform a pre-rehearsed or prepared dance and shall only perform such dance as is taught the Artist by the Choreographer or Assistant Choreographer.
 - (ii) Dance auditions must be conducted on approved dancing surfaces in accordance with the provisions of Clause 20:07.
 - (iii) Separate change facilities (not lavatories) for male and female dancers shall be made available.

7:08

Sex and Nudity

- (A) **General Auditions**
No nudity shall be permitted at Equity interviews.
- (B) **Disrobing**
No Equity member may be requested to disrobe in whole or in part, until after the Equity member has been auditioned as an actor and/or singer and/or dancer.
- (C) **Required Conditions**
Nudity in whole or in part at auditions is permitted only under the following conditions:
The Artists auditioning are aware that they are being auditioned for their ability to perform nude.
All persons present must have a direct professional or artistic relationship to the Engager or the production.

However an Artist may require anyone except the persons actually conducting the audition to absent themselves, as well as require that a professional associate or representative including an Equity observer be present.

(D) Prohibitions

No sex acts shall be required of any member of Equity at any audition.

(E) Written Notice and Rider

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

8:00 DISCRIMINATION

8:01 Prohibition of Discriminations

There shall be no discrimination against any Artist or applicant for a part, or position by reason of race, colour, creed, sex, national origin, or sexual or affectional preference. Any violation of this Article by either of the parties to this Agreement may be submitted to binding arbitration according to the provisions of Article 48:00 (Arbitration).

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

8:02 Artist Not Required to Render Services

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

8:03 Sexual Harassment

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

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

(B) Sexual Harassment Definition

Sexual harassment shall be defined as:

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

- (i)** when such conduct might reasonably be expected to cause insecurity, discomfort, offence, or humiliation to another person or group of persons; or
- (ii)** when the submission to such conduct is made implicitly or explicitly a condition of work or study; or

- (iii) when submission to such conduct is accompanied by a reward, or the express implied promise of a reward for compliance; or
- (iv) when rejection of such conduct is accompanied by a reprisal, or an express implied threat of reprisal, for refusal to comply; or
- (v) when such conduct has the effect of interfering with a person's work, performance or studies by creating a hostile or offensive environment.

(C) Types of Behaviour

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

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

(D) Breach

Should an Artist feel there has been a breach of Clause 8:03(A), then the Artist shall inform the;

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

(E) Investigation of Complaint

All complaints regarding Clause 8:03(A) shall be investigated in as discreet and confidential a manner as possible by the Engager's representative and if desired by the Artist, by the Business Representative of Equity.

(F) Action

Appropriate action, up to and including termination of employment will be taken against any person found to have violated Clause 8:03(A).

(G) Artist's Engagement

A complaint to the attention of the Engager or the Business Representative of Equity regarding Clause 8:03 will in no way prejudice the Artist's engagement.

9:00 DISCRIMINATION FOR EQUITY ACTIVITY

9:01 Prohibition of

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

10:00 BREACHES

10:01 Breaches by Engager

Should the Engager:

(A) False Statement

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

(B) Material Breach

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

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

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

10:02 Breaches by Artist

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

(A) Intoxication or Impairment

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

(B) Material Breach

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

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

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

| 2020-2021 | |
|-----------|---------|
| Fine | \$25.00 |

11:00 DEFAULTING ENGAGER

11:01 Engager Not In Default

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

11:02 Requirement to Work

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

(A) Arbitration

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

(B) Defaulting Engager List

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

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

12:00 CONTRAVENTION OF CRIMINAL CODE

12:01 Duty to Report

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

12:02 Withdraw from Contract

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

13:00 COMPENSATION

13:01 Fees Paid in Legal Tender

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

13:02 Payment

(A) Company Cheque

Payment of fees made to the Artist will be made by company cheque or wire transfer. Company cheques must be made available to the Artist on the day before the final banking day of the week at the place where the Artist is rehearsing or performing, prior to the Artist's last call of the day. If a wire transfer is requested by the Artist, the Artist is responsible for all bank fees and service charges related to the wire transfer at both the bank of origin and destination bank.

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

(B) While on Tour

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

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

(C) Per Performance Fees

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

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

(D) Additional Services

(i) The individual Artist shall invoice the Engager for additional services provided.

(ii) Payment for additional services is due in the week after it is invoiced to the Engager. On tour when additional services are provided, payment is due in the week following the return to the point of origin.

13:03 Engagement of Less than a Full Engagement Week

(A) Artists

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

(i) Such period must be consecutive and immediately precede a full engagement week at the beginning of the engagement period, or immediately follow a full engagement week at the end of the engagement period, with no hiatus in between.

(ii) Provided that the Artist is not called for more than six (6) hours of service per day (not including breaks and rest periods) as provided for elsewhere in this agreement, payment for each pro-rata day, including the free day in a partial week, must be not less than one-fifth (1/5) of the Artist's weekly contractual fee per day.

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

(B) Assistant Stage Managers

Assistant Stage Managers may be engaged for up to two (2) pro-rated days in the four (4) days prior to the commencement of the staging rehearsals. Free days during this four (4) day period shall be unpaid.

13:04 Fees, Non or Partial Payment

(A) Non or Partial Payment

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

(B) Failure to Make Payment

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

(C) Invocation of Arbitration Procedure

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

13:05 Additional Duties

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

| 2020-2021 | |
|---------------------|----------|
| Additional Duty Fee | \$267.80 |

This Clause does not apply to any Artist engaged under Article 44:00.

Additional duty is defined as playing additional parts or doing additional understudying not specified in the Artist's engagement contract at the time of its signing.

Notwithstanding the above, should any Artist agree to act as the First Aid Attendant, the Artist shall be free to negotiate additional compensation.

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

13:06 Additional Engagement

(A) Chorus Singer Contracted to Sing Solo Roles

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

| 2020-2021 | |
|-----------------|----------|
| 24 bars or more | \$267.80 |

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

| 2020-2021 | |
|-----------------|----------|
| 23 bars or less | \$160.68 |

(B) Subsequent Engagement

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

| 2020-2021 | |
|-----------------------|----------|
| Subsequent Engagement | \$267.80 |

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

(C) Concurrent Engagement Contracts

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

13:07 Itemized Deductions and Payments

Fee payments will include a statement setting out the following payments and all deductions, including the following: payment period, date of payment, gross fee, itemization of deductions as directed by Equity (see Clause 2:02) payments for additional services, GST or other payments, Equity dues and assessments.

13:08 Term of Agreement

Minimum fees for 2020-2021 as expressed herein shall apply from July 1, 2020 to June 30, 2021.

13:09 Minimum Fees

(A) Category A Fees

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

| 2020-2021 | |
|---|-------------|
| Performer | \$1,262.36 |
| Production Stage Manager | \$1,812.10 |
| Stage Manager | \$1,745.65 |
| Choreographer | \$1,813.17 |
| Assistant Stage Manager | \$1,323.44 |
| Assistant Stage Director | \$1,373.80 |
| Assistant Choreographer | \$1,373.80 |
| Ballet Master/Mistress | \$1,373.80 |
| Stage Director (per production) | \$13,215.12 |
| Fight Director (per 2 hour call) | \$272.19 |
| Fight Director (per production) | \$3,394.87 |

(B) Category B Fees

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

- (i) There are no fewer than three (3) Category A productions in any given Season
- (ii) The venue capacity does not exceed eleven hundred (1,100) seats
- (iii) The per performance box office potential does not exceed forty-five thousand dollars (\$45,000.00), exclusive of service charges and taxes. Confirmation of the per performance box office potential shall be filed with Equity prior to issuing contracts to Artists engaged at Category B Fees.

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

| 2020-2021 | |
|---|-------------|
| Performer | \$1,136.12 |
| Production Stage Manager | \$1,630.89 |
| Stage Manager | \$1,571.09 |
| Choreographer | \$1,631.86 |
| Assistant Stage Manager | \$1,191.09 |
| Assistant Stage Director | \$1,236.43 |
| Assistant Choreographer | \$1,236.43 |
| Ballet Master/Mistress | \$1,236.43 |
| Stage Director (per production) | \$11,893.62 |
| Fight Director (per 2 hour call) | \$244.98 |
| Fight Director (per production) | \$3,055.37 |

(C) VOIS Touring Ensemble

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

| 2020-2021 | |
|-----------------------|------------|
| Performer | \$1,101.62 |
| Stage Manager | \$1,523.83 |
| Stage Director | \$1,821.74 |
| Choreographer | \$1,581.70 |

(D) Additional Services

The additional services rates per quarter hour for the period July 1, 2020 to June 30, 2021, shall be as specified below:

| | Rate 1 | Rate 2 |
|------------------|---------|---------|
| 2020-2021 | \$15.35 | \$22.11 |

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

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

13:10 Outside Point of Origin (Touring) Rates

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

(A) Overnight Per Diem

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

| 2020-2021 | |
|------------------|----------|
| 2020-2021 | \$150.00 |

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

| 2020-2021 | |
|----------------------------------|---------|
| Return before 12:00 noon | \$15.91 |
| Return prior to 5:00 p.m. | \$39.78 |
| Return after 5:00 p.m. | \$74.79 |

(B) Local Touring Per Diem

- (i) When leaving and returning to the Point of Origin on the same day (Run-Out) and where no accommodation is required, the Artist will receive:
 - (a) the breakfast allowance if the Artist's departure is prior to 9:00 a.m.
 - (b) the lunch allowance if the Artist's departure is prior to 12:00 noon; the lunch allowance if the Artist returns to the Point of Origin after 1:00 p.m.
 - (c) the dinner allowance if the Artist's departure is prior to 5:00 p.m.; the dinner allowance if the Artist returns to the Point of Origin after 5:00 p.m.

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

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

| 2020-2021 | |
|------------------|---------|
| Breakfast | \$15.91 |
| Lunch | \$23.87 |
| Dinner | \$35.01 |

13:11 Engagement Bonus

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

| 2020-2021 | |
|-----------------------------------|------------|
| Engagement Bonus Threshold | \$2,296.14 |
| Engagement Bonus | \$234.36 |

13:12 Partial Week of Engagement

An Artist engaged for a partial week of engagement shall be paid an additional eighteen dollars and fifty cents (\$18.50) for each partial week. This shall apply to engagements pursuant to Clauses 13:03, 26:04, 45:03, 45:04, 45:05, and 47:02. Artists engaged pursuant to Clause 45:03(A) shall receive three (3) such payments, and pursuant to Clauses 45:03(B) and 45:03(C) shall receive four (4) such payments. This payment is not made in any week where the Engagement Bonus (See Clause 13:11) is paid.

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

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

13:14 Production Checklist

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

13:15 Remittances

The Engager will remit to Equity those amounts deducted from the Artist's fees in accordance with Clause 2:02 as directed by Equity for the provision of benefits by Equity to its members. For all non-Category A or B productions the Engager will be invoiced for such remittances on a monthly basis and payment is due on the last day of each following month. For each Category A or B production, a ten thousand (\$10,000.00) dollar pre-payment of anticipated remittances to Equity will be deposited with Equity prior to the beginning of rehearsals, and the amount of security as required in Clause 25:02 shall be reduced accordingly. All remittances will be made within two (2) weeks of the close of each Category A or B production. (See also Clauses 2:02 and 25:02.)

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

14:00 ARTISTS' CATEGORIES

14:01 Actor

The term "Actor" shall refer to and include all members of Equity engaged on Equity contracts as actors in non-singing roles.

14:02 Artist

The term "Artist" shall refer to and include all persons who are members of Equity.

14:03 Assistant Stage Manager

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

14:04 Children

(A) Engagement as an Equity Member

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

(i) Additional Hours

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

(ii) Scheduling Parameters

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

(iii) Touring

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

(iv) Minimum Fee

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

(B) Engagement Without Reference to an Equity Contract

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

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

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

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

(iv) As participants in dance sequences

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

(C) Supervision

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

- (D) Ratios**
There shall be at least one (1) Child Supervisor for every ten (10) children. There shall be at least one Child Supervisor for every five (5) children ages twelve (12) and under.
- (E) Travel**
A child shall not travel unaccompanied from the workplace. If the child does not appear in the last act or section of the performance, then the child may be released to a parent or person authorized to receive the child.
- (F) Between Rehearsal and Performance Calls**
If a child is not picked up by his/her parent or person authorized to receive the child immediately following the first rehearsal/performance on a day with more than one rehearsal/performance, the Engager shall make adequate arrangements for the child to have a break away from the Engager between shows under the supervision of the Child Supervisor.
- (G) Training**
The Child Supervisor shall be adequately trained by the Engager, including but not limited to, instruction on Fire Drill procedures, backstage etiquette, the backstage traffic and orientation of the production, facilities available for children, emergency response, who to contact and how to reach them. If an Artist is required to conduct this training, he/she shall invoice for additional services at the appropriate rate in accordance with Clause 13:09(D) for such time.
- (H) Consistency**
The Engager shall use its best efforts to engage consistent Child Supervisors for the production.
- (I) Indemnification**
The Artists in the production shall be indemnified by the Engager, and saved harmless from, any liability in respect of interaction with a child.
- (J) Dressing Rooms**
There shall be separate dressing rooms for male and female children, which shall be separate from the dressing rooms provided for the adults.
- (K) Note from School**
Prior to the engagement of a child, the Engager shall require that the child's school provide written acknowledgement of the child's commitment to the Engager and confirmation that suitable arrangements will be put in place to address the academic needs of the child. A copy of this note shall be provided to Equity upon request.
- (L) Individual Records**
The Engager shall ensure that a record is kept for each child, and the record must be available to the Child Supervisor at all times. The record must include the following particulars:
- (i)** the name, address, and home telephone number of the child;
 - (ii)** the name, address, and both home and business telephone numbers of the child's parents or legal guardian;
 - (iii)** the name, address, and both home and business telephone numbers of any other person nominated by the child's parents or legal guardian as being a person responsible for the child in the event of the parents being unavailable;
 - (iv)** the child's date of birth;
 - (v)** the name, office, and emergency contact telephone number of the child's Doctor; and
 - (vi)** any medical information which may be relevant to the Child Supervisor or the Engager in protecting the child's health such as allergies.

(M) Punishment Prohibited

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

(N) Notification of Accidents

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

(O) Parental Contact

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

14:05 Chorister

An Artist who sings as a part of a group whose role is essentially that of a member of a group, and does not sing a solo line.

14:06 Chorus Plus

A chorister who is engaged to sing solo role(s) or line(s) (bit and/or chorus bit) in accordance with Clause 13:06(A).

14:07 Comprimarios

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

14:08 Cover

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

14:09 Dance Captain

(A) Duties

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

(B) Designate

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

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

- 14:10 Directors and Assistant Directors**
The terms "Director" and "Assistant Director" shall refer to all members engaged for the purpose of directing and assisting in the directing of a production.
- 14:11 Supernumeraries**
The function of a Supernumerary is to provide atmosphere and/or background requiring no special theatrical skill or training. Supernumeraries may not sing, speak, participate in fight sequences or dance. However, Supernumeraries may perform in limited dance sequences requiring no previous theatrical experience. Supernumeraries may not be members of Equity or any other professional performing artists' union or association. All Supernumeraries must be signed to a non-professional affidavit, to be filed with Equity.
- 14:12 Fight Captain**
A Fight Captain is an Artist engaged for the duration of the production to monitor stage fights for the duration of the production. A Fight Captain is not required, but where the Engager in consultation with the Fight Director decides to designate an Artist as such, the Engager may engage an Artist as Fight Captain during the rehearsal period provided such duties are negotiated and attached as a rider to the original engagement contract.
- (A) Responsibilities**
A Fight Captain may be made responsible for the following services and duties: observe all fight rehearsals, consult with the Fight Director on all aspects of the fights, conduct and monitor all run-throughs of the fight(s) prior to performance, make blocking changes relevant to the fight(s) while on tour or in emergencies, call fight rehearsals as necessary in consultation with the Stage Manager.
- (B) Remuneration**
A Fight Captain shall be free to negotiate remuneration above the minimum in Clause 13:09 as appropriate to the work required and acceptable to him/her, which shall not be less than the additional duties rate as provided for in Clause 13:05.
- (C) Authority**
A Fight Captain shall work in consultation and co-operation with the Stage Manager but not usurp or override the Stage Manager's authority.
- 14:13 Non-Professionals**
For the purpose of this Agreement a non-professional is defined as a person who is not a member of Equity or any other professional performing artists' association or union.
- 14:14 Presentations**
Two (2) presentations of less than one (1) hour each, when presented in a three (3) hour span, will be considered as one (1) performance. There will be no more than one (1) such performance consisting of two (2) presentations in a day.
- 14:15 Production Stage Manager**
A "Production Stage Manager" shall be the senior stage manager and responsible for the stage management of all production both in rehearsal and performance.
- 14:16 Stage Fighting**
- (A) Rider**
The Artists shall agree in a rider to participate in stage fighting in accordance with Clause 15:04. All Artists who participate in a stage fight shall run through the routine before each performance. Any variation in the schedule shall be at the discretion of the Fight Director.

(B) Definition

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

(C) Chorus

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

14:17 Stage Manager

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

14:18 Understudy

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

15:00 DEFINITIONS

15:01 Dress Rehearsal

(A) Definition

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

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

(B) Hours

The limitation of three (3) hours of consecutive rehearsal contained in Clause 16:09 shall not apply to Final Dress Rehearsals, as defined in (A) above, whether or not an audience is present. Where there are two (2) dress rehearsals, and some double casting, each double-cast Artist shall be entitled to at least one (1) dress rehearsal.

(C) Additional Services

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

15:02 Engagement Week

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

15:03 Emergency Rehearsal

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

15:04 **Extraordinary Risk**

(A) Agreement to Perform

Some roles in the operatic repertoire include extraordinary risk as defined in Clause 15:04(B) (e.g. Don Giovanni must fence). When the Artist agrees to perform such a role, an extraordinary risk rider will be attached to the contract and will be signed by the Artist. If, in the course of rehearsals, an Artist is required to perform an extraordinary risk which is not part of the normal performance of the role, the Artist will not be required to perform said risk unless the risk is stipulated in a rider to the contract.

(B) Definition

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

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

(C) Determination

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

(D) Responsibility of Engager

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

15:05 **Final Dress Rehearsals with Audiences Present**

(A) Deemed Performance

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

(B) Audience Present

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

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

15:06 Free Day

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

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

In the Point of Origin, the said period of time shall commence at midnight and end at 9:00 a.m. two (2) days later.

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

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

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

The Engager may schedule performances but no rehearsals on Victoria Day, Canada Day and the first Monday in August. On Good Friday, the Artists will not be required to rehearse prior to 6:00 p.m. On Christmas Eve (December 24) and New Year's Eve (December 31), all Artists must be released from rehearsal by 5:30 p.m.

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

15:07 Half-hour Call

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

Notes may not be given to the Artist during the half-hour call or any intermission except by Stage Management where the note concerns health or safety.

In a production where the chorus is required by the score to be on stage prior to the first intermission, the chorister except those contracted in accordance with Clause 13:06(A), may be called to rehearse excerpts from the performance to a maximum of one (1) call not to exceed fifteen (15) minutes for safety or artistic reasons without additional payment. The call shall begin no earlier than forty-five (45) minutes prior to curtain (See Clause 14:16(C)). For any other additional time required by the Engager, the Artist shall invoice the Engager for additional services at Rate 1 of Clause 13:09(D). It is agreed that this provision will not be utilized when the half-hour is extended to sixty (60) minutes in accordance with Clause 18:09.

- 15:08 Overnight Rest**
 The "Overnight Rest" period shall mean a period of time between the end of one day's work and the beginning of the next day's work in which the Artist shall not be required to perform any service.
 The overnight rest period may not be less than twelve (12) hours for performing Artists and eleven (11) hours for Stage Management personnel, except as provided for in Clause 40:05(A).
- 15:09 Performance Day**
 A "Performance Day" shall be a day on which at least one (1) performance is given.
- 15:10 Place of Residence**
 The term "Place of Residence" shall mean the Artist's home or usual place of residence as shown on the face of the Artist's contract.
- 15:11 Point of Origin**
(A) Category A or B Productions
 The "Point of Origin" shall be the city of Vancouver and shall encompass a radius of eighty (80) kilometres from City Hall with the limiting boundaries of the Canada/U.S. border to the south; Gulf Islands and Vancouver Island to the west; and Lions Bay to the north. The Point of Origin shall be designated on the face of the contract. While rehearsing and/or performing at the Point of Origin, in-town conditions shall apply. While rehearsing and/or performing in any other location, other than run-outs, touring conditions shall apply.
- (B) VOIS**
 For the purposes of Article 44:00, the Point of Origin shall encompass a radius of one hundred (100) kilometres from City Hall with the limiting boundaries of the Canada/U.S. border to the south; Gulf Islands and Vancouver Island to the west; and Lions Bay to the north.
- 15:12 Rehearsal**
 The term "Rehearsal" may include, but need not be limited to, non-staging rehearsals, music rehearsals, readthroughs, blocking, staging and giving notes.
- 15:13 Rehearsal Day**
 A "Rehearsal Day" shall be a day on which no performance is given and on which the Artist may be required to rehearse in accordance with the terms of this Agreement.
- 15:14 Run-Through Rehearsal**
 A "Run-Through Rehearsal" is defined as a rehearsal with the intent to rehearse a work in its entirety.
- 15:15 Season**
 The term "Season" shall mean a period from July 1 to June 30.
- 15:16 Touring**
 Whenever the Artist is required by the Engager to be outside the point of origin where the production was rehearsed (as defined in Clause 15:11(A)) for greater than a ten (10) hour period in a given day then the touring per diem shall apply. Periods of less than ten (10) hours will be considered Run-Outs as defined in Clause 41:01.
- 16:00 REHEARSALS**
- 16:01 Commencement**
 Rehearsals begin on the date when the Artist is first called to rehearse as specified on the Artist's individual contract.
- 16:02 Preparation for**
 The Artist shall arrive at the first staging rehearsal for a production knowing by memory the music and text of the role for which the Artist has been engaged.
 All chorus scores must be provided by and returned to the Engager.

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

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

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

16:03 Rest Periods

(A) During Rehearsal

There shall be a five (5) minute rest period for each hour of rehearsal with a minimum ten (10) minute rest period after a maximum of two (2) hours of rehearsal.

(B) Overnight Rest

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

16:04 Posting of Calls, Performance Schedules and Casting

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

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

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

16:05 Rehearsals on a Free Day

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

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

16:06 Additional Calls

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

16:07 Rehearsals On Stage

(A) Half-hour Call

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

(B) In Theatre Rehearsals Ten Days Prior to Opening

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

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

There may be:

(a) Piano Technical Rehearsals

- (i) Two (2) four (4) hour piano technical rehearsals inclusive of the half-hour call; or
- (ii) One (1) Three-and-a-half (3 1/2) hour piano technical rehearsal and one (1) five-and-a-half (5 1/2) hour piano technical rehearsal, inclusive of the half-hour call; and

(b) Two Orchestra Technical Rehearsals

Two (2) four (4) hour orchestra technical rehearsals inclusive of the half-hour call, with a maximum of one (1) such call per day. Performing Artists may not be required for any other calls on such a day. The call will include at least one (1) twenty (20) minute break for all Artists in accordance with Clause 16:03(A).

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

(a) Piano Technical Rehearsal

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

For rehearsals scheduled Monday to Friday, the first rehearsal shall start no earlier than 5:30 pm.

There will be no other call for the performing Artists on a day with a scheduled five-and-a-half (5 1/2) hour piano technical rehearsal. The call will include at least one (1) twenty five (25) minute break for all Artists in accordance with Clause 16:03(A). Should wigs be required, the Engager shall endeavour to include the removal of same within the call time, otherwise the Artist shall invoice the Engager at the appropriate additional services rate of Clause 13:09(D); and

(b) Two orchestra technical rehearsals

Two (2) orchestra technical rehearsals of four (4) or four-and-a-half (4-1/2) hours in length, inclusive of the half-hour call. Performing Artists may not be required for any other calls on such a day. The call will include at least one (1) twenty (20) minute break for all Artists in accordance with Clause 16:03(A).

(C) For Artists Engaged Under Article 45:00 (Chorus),

There may be one additional day in the rehearsal hall, in which the Artist may be required for a call of four (4) consecutive hours before a meal break is given.

(D) Calls

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

(E) Technical Safety Rehearsal

Where the staging of an Artist involves flying, pyrotechnics, co-ordination with moving scenery, and/or other similarly extraordinary or unusual technical elements, the Artist may be called to rehearse such elements on stage prior to the first full company rehearsal on stage. This call may be in addition to the rehearsal calls stipulated in Clauses 16:07(B)(i) and 16:07(B)(ii) provided that the Artist is not called for more than six (6) hours of rehearsal in total, and that the Artist has a break of at least one and a half (1-1/2) hours between this technical safety rehearsal and the dress rehearsal.

(F) Final Dress Rehearsals for Soloists

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

16:08 Rehearsal Hours for Performing Artists

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

(A) Opera

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

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|---------------------------------------|------------|
| Increased Hours if Weekly Fee Exceeds | \$3,600.00 |

(B) Operetta

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

(C) Opera and Operetta Rehearsals

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

(D) Musical Theatre

Performing Artists engaged exclusively for a musical theatre work may be required to rehearse (prior to the first public performance) seven (7) hours out of a span of eight-and-a-half (8 1/2) hours per day, with a meal break of at least one-and-a-half (1 1/2) hours after no more than four (4) hours of rehearsal. During the last ten (10) days prior to the first public performance there may be four (4) days of eight (8) hours rehearsal out of a span of twelve (12) hours, with a meal break of at least one-and-a-half (1 1/2) hours after no more than four (4) hours of rehearsal. On one of these four (4) days there may be one (1) day on which the Artist may be required to rehearse in one (1) continuous call of up to five (5) hours, beginning no earlier than 11:00am.

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

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

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

(E) Classification of Work

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

16:09 Meal Breaks

With the exception of Artists engaged under Article 45:00 (Chorus), and except as provided for in Clauses 15:01, 16:07 and 16:13, there shall be a meal break of at least one (1) hour after a maximum of four (4) hours. For Artists engaged under Article 45:00 (Chorus), except as provided for in Clauses 15:01, 16:07 and 16:13, there shall be a meal break of at least one (1) hour after a maximum of three (3) hours.

16:10 Rehearsal on a Performance Day for Opera

(A) Day of First Public Performance

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

(B) Following First Public Performance

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

(C) Solo Bit Role Artist

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

(D) Following an Evening Performance

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

(E) Following a Matinee Performance

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

(F) Two Performance Day

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

(G) Two Performances of Less Than One Hour

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

16:11 Understudy Rehearsals

The total weekly rehearsal time for understudies may not exceed the normal weekly maximum set forth in these Clauses 16:08 to 16:12 and all such rehearsal time must be deducted from the normal rehearsal hours allowed during the week in which the rehearsals take place.

16:12 Emergency Rehearsal

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

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

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

16:13 Notes

Immediately following the Final Dress Rehearsal the company may be given notes for up to thirty (30) minutes provided that the performing Artists are released prior to 11:30 p.m.

16:14 Minimum Call

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

17:00 COSTUME FITTINGS

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

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

18:00 PERFORMANCES

18:01 Performances

(A) Number

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

(B) Per Performance Fee

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

(C) Weekly Fee

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

18:02 Musical Theatre

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

18:03 Artist in Leading Role

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

18:04 Maximum Number of Performances in a Day

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

18:05 Provisions for a Two Performance Day

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

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

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

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

(C) Minimum Time Allowed Between Performances

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

(D) Between Rehearsal and Performance

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

(E) Performance Less Than One Hour

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

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

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

18:07 Performance on a Free Day

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

18:08 Notification in Changes to Performance Schedule

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

18:09 Half-hour Call

The call to the Theatre for all performances and dress rehearsals shall be thirty (30) minutes before curtain time. The Artist shall be in the theatre by the half-hour call unless the Artist has been excused in writing by the authorized representative of the Engager. Any additional time required by the Engager prior to a dress rehearsal or performance shall be part of the regular rehearsal time or the Artist shall invoice the Engager for additional services at Rate 1 of Clause 13:09(D), except where special character or other make-up is required. In such a case, the Artist may be called sixty (60) minutes prior to curtain time.

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

19:01 Supplied by the Engager

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

19:02 Rental

(A) Rental or Loan

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

(B) Consent of Engager

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

(C) Rider

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

19:03 Make-Up

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

19:04 Body Make-Up

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

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

19:05 Cleaning and Upkeep

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

19:06 Cleaning Schedule

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

19:07 Undergarments

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

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

19:08 Understudies

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

19:09 Kneepads

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

19:10 Hair Style or Colour

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

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

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

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

20:00 SAFE AND SANITARY PLACES OF ENGAGEMENT

20:01 Dressing Rooms

The Engager agrees to provide the Artist with safe and sanitary places of engagement. Separate dressing rooms for male and female Artists will be provided, and these rooms and the stage will be clean and properly heated. Toilets and lavatories will be clean and sanitary, and will be separate facilities from those provided for the audience. Mirrors shall be provided in all washrooms and/or dressing rooms. Hot and cold running water shall be available in or reasonably convenient to the dressing rooms. The Engager shall endeavour to ensure that the alleys and roads leading to stage doors of the theatre shall be safe, clean and accessible and properly lit.

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

20:02 Open Air and Tent Theatres

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

20:03 Air Conditioning and Ventilation

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

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

(A) Minimum Temperature Achieved

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

(B) Minimum Temperature

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

20:04 Arena Theatre

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

20:05 Blackouts

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

20:06 Aisles

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

20:07 Surfaces

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

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

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

20:08 Cot

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

20:09 First Aid Kits

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

20:10 Dressing Room Structure

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

20:11 Drinking Water

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

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

20:12 Intercom System

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

20:13 Equity's Right to Inspect

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

20:14 Hazardous Materials

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

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

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

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

20:15 Perceived Risk

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

20:16 Threats to Safety

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

21:00 LODGING IN THE POINT OF ORIGIN

21:01 Engager's Responsibility

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

21:02 List of Accommodation

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

21:03 Rates

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

21:04 Alternative Accommodation

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

22:00 TRANSPORTATION AND LUGGAGE

22:01 Transportation of Artist by Engager

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

- (A) From the Point of Origin**
from the first Point of Origin to the second, or
- (B) From the Artist's Place of Residence**
from the Artist's place of residence to the second, whichever is less.

| | |
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| Luggage Allowance (each way) | \$50.00 |

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

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

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

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

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

22:02 Use of Artist's Vehicle

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

22:03 Travel to and from Airport

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

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

22:04 Travel to and from Place of Residence

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

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

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

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

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

22:06 Transportation Tickets in Advance of Travel

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

22:07 Reimbursement of Receipts

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

23:00 CLAIMS

23:01 Waiver or Release Not Permissible

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

23:02 Time Limit in Lodging Claim

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

24:00 PROPERTY

24:01 Reimbursement

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

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|--------------------------------------|-------------------|
| Loss and Damage Reimbursement | \$2,224.56 |

(A) Artist's Property

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

(B) Artist's Personal Effects in Dressing Room

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

(C) Artist's Personal Effects While on Tour

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

(D) Valuables

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

24:02 Facilities for Safe-keeping

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

25:00 SECURITY DEPOSIT (BOND) AND SECURITY AGREEMENT

25:01 Security Agreements

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

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

25:02 Maintenance of Satisfactory Security

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

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

25:03 Posting of Security

The Engager shall be ineligible to engage Equity members unless and until the Engager shall have furnished security as required in Clause 25:02 to ensure the payment of claims arising from unpaid benefits and fees (including but not limited to fees, additional services fees, per diem, and transportation) as well as any claim arising from the provisions of Article 48:00 (Arbitration).

26:00 ENGAGEMENT CONTRACTS

26:01 Continuous Engagement

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

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

26:02 Guaranteed Period

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

26:03 Emergency Replacement

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

26:04 Casual Presentations Policy

The following constitute the special provisions for: Promotional/New Work Development; Schools/Community Outreach; One-off presentations. It is understood that this policy does not apply to full scale productions or any presentation which utilizes significant sets. These provisions apply primarily to the casual engagement of Equity Artists for the purpose of promoting the activities of the Engager and thereby promoting the development of Canadian Artists. These provisions may be utilized to workshop an existing work or develop new works by contemporary Canadian composers in a workshop/development activity environment.

(A) Minimum Fees

Minimum fees shall be based on the applicable minimum weekly fee in the applicable production level, Category A or B or VOIS.

- (i) Hourly rate for rehearsals (minimum two (2) hour call based on one-thirtieth (1/30) of the applicable weekly minimum fee per hour).
- (ii) For engagements of one (1) week or more, there shall be a minimum of one (1) free day within each engagement week.
- (iii) The minimum fee for performances (maximum three (3) hour call) will be one-fifth (1/5) of the applicable weekly minimum fee per performance/presentation.
- (iv) For Engager short engagements where the total performance call time is one (1) hour or less, the performance time is thirty (30) minutes or less, the performance venue is within fifteen (15) kilometers of the Artist's residence, and no more than one (1) hour of rehearsal is required, and the performance piece is already within the Artist's repertoire, the total fee for the engagement will be as specified below.

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| Short Engagements Fee | \$154.50 |

(B) Program Billing in Eventual Production

The names of all the Artists engaged in the development of a new opera will be credited in the program of any full production of that opera within five (5) years of the Category A or B premiere production of the opera.

(C) Preparation and Presentation

The Artist(s) may not be required to memorize music and words for workshops and workshop presentations. There is to be no requirement for the Artist to produce a finished performance, should there be a public presentation of the work.

(D) Showcase Engagement

This Clause applies to showcase presentations by the Engager of performances of entire VOIS productions, excerpts from new works for Category A or B, workshops, discussion periods, or any combination thereof. Showcase presentations are defined as demonstrations of presentations before potential presenters only, for the sole purpose of promoting future sales of the presentations. Showcases may take place under the umbrella of a contact event, concurrent with a contact event, or may be separately organized. Except for subsidy of incurred expenses, the Engager must not earn revenue.

27:00 INDIVIDUAL ENGAGEMENT CONTRACT

Equity and the Engager shall agree upon the standard written Engagement Contract form, which shall then be prepared and maintained by Equity, and blank-form copies of which shall be provided to the Engager to photocopy. A computer generated contract form shall also be developed based upon the standard Engagement Contract form.

27:01 Issuance of Engagement Contracts

(A) Engagement Contracts - Chorus

Engagement Contracts shall be provided to Chorus Artists no later than eight (8) weeks after the completion of the Chorus Auditions, or in any case no later than June 30 of each year.

(B) Engagement Contracts – Stage Management

Engagement Contracts shall be provided to Stage Management personnel who are under contract with the Engager for any production during the current season no later than May 15 of each year. Starting with their fifth (5th) season of engagement, engagement contracts will be provided to Stage Management personnel no later than February 1 of each year.

27:02 Requirement to File

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

27:03 Determination of Classification

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

27:04 Change in Classification

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

27:05 Effective Date

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

27:06 Changes and Alterations

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

27:07 Signing Of

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

27:08 Triplicate Contracts

Contracts must be completed in triplicate:

- (i)** one (1) copy retained by Engager;
- (ii)** one (1) copy filed with Equity by Engager; and
- (iii)** one (1) copy retained by Artist.

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

27:09 Effect of Contracts

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

27:10 Inclusion of Premium / Penalty Payments Prohibited

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

28:00 EXCLUSIVE SERVICE OF THE ARTIST

28:01 Exclusive Service

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

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

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

28:02 Assignment of Artist's Contract

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

29:00 BILLING, PHOTOS AND PROGRAMS

29:01 Touring

An appropriate public acknowledgement shall be made, immediately preceding or immediately following the performance, properly identifying all Soloists in the company.

29:02 In Town

The names of all Soloists in the cast shall be listed on the house boards in front of the theatre wherever house boards are maintained, and within the limitation of the existing facilities. Where such facilities are not available, the names and photographs (properly identified) of all Soloists shall be prominently displayed in the lobby. (See also Appendix B.)

29:03 Artist Leaving a Cast, Front of House

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

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

29:04 Removing Name and Likeness of Artist

(A) Other Advertising and Media Displays

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

(B) Promotion not Related to a Particular Production

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

(C) Advertising and Publicity for a Specific Production

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

29:05 Specific Provisions

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

29:06 Breaches of Billing

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

29:07 Programs

(A) Photographs

All Leading, Supporting and Featured Artists as defined in Appendix A shall provide to the Engager no later than eight (8) weeks prior to the commencement of rehearsal, an 8" x 10" professional quality photograph. The Engager shall accurately reproduce and properly identify these photographs in the house program. It is understood that size and placement shall be at the sole discretion of the Engager.

(B) Biographies

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

29:08 Stage Management Billing

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

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

The Engager agrees to remit a copy of the program or playbill to Equity as soon as available.

29:09 Errors or Omissions

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

29:10 Artist No Longer Under Contract

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

29:11 Biographical Materials in Programs

(A) Artist's Right of Approval

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

(B) Placement of Biography

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

30:00 PHOTOGRAPH CALLS AND PUBLICITY

30:01 Photo Calls

In addition to the regular rehearsal time, the following photograph calls shall be allowed for taking of customary and usual photographs, together with photographs to appear in magazines or newspapers for the sole purpose of publicizing and advertising the production.

Two (2) photograph calls of a maximum of three (3) hours each (for each performer) shall be allowed for each production and: There shall be no photograph call on a two (2) performance day or on a day when two (2) dress rehearsals are called, or prior to the first rehearsal or performance call on the day after a day off.

30:02 Notice of Photo Calls

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

30:03 Artist's Availability

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

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

30:04 Nude Photographs

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

30:05 Payment for Use of Photograph

(A) Commercial Product

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

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

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

| 2020-2021 | |
|--------------|----------|
| Use of Photo | \$148.46 |
| Picture Call | \$148.46 |

(B) Books

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

| 2020-2021 | |
|---|----------|
| Use of Photos Without Consent or Identification | \$222.56 |

31:00 ADVERTISING OF ARTIST'S NAME

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

32:00 UNDERSTUDIES

32:01 Names in Program

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

32:02 Musical Rehearsals

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

32:03 Artist Engaged to Understudy

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

| 2020-2021 | |
|-------------------------|----------|
| Additional Fee per Week | \$267.80 |

32:04 Minimum Contract Period

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

32:05 Additional Compensation

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

The minimum payment shall be as follows:

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

33:00 PERFORMANCES AND/OR REHEARSALS LOST

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

34:00 TERMINATION

34:01 Written Notice

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

34:02 Provisions for Termination

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

(A) Mutual Agreement

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

(B) Breaches

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

34:03 Determination of Breach

With regard to Clause 34:02(B) above, the Artist may not however terminate the Artist's contract should the Engager dispute that a material breach has in fact taken place, until a determination has been made according to the provisions of Articles 10:00 and 48:00.

34:04 Breach Disputed

With regard to Clause 34:02(B) above, should Equity dispute that a material breach has in fact taken place, the Engager may determine that no further services from the Artist shall be provided and no further payments shall be made to the Artist until a determination has been made according to the provisions of Articles 10:00 and 48:00. However, the Engager agrees to pay the Artist for all services provided to the date of termination, plus return transportation to the Artist's place of residence as required by the Agreement.

35:00 TERMINATION DUE TO ACCIDENT, ILLNESS

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

35:01 Extraordinary Risk

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

35:02 Illness or Accident

(A) Absence

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

(B) Immediate Termination

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

(C) Fees for Services Rendered

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

| 2020-2021 | |
|-----------|------------|
| 2020-2021 | \$2,475.42 |

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

35:03 Notification of Illness

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

36:00 RE-OPENING OF PRODUCTION

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

37:00 VISUAL OR SOUND RECORDING (USE IN PRODUCTION)

37:01 Requirement

The Artist shall not be required to work in a company where audio or visual recordings are used to supply dialogue, singing and chanting, or business where live performers might be engaged, unless the Engager shall have first obtained the written consent and permission of Equity, which shall not be unreasonably withheld.

Artists in a production may be engaged to provide audio and/or visual recordings for use in the production where the score requires such recordings. Artists not engaged for the production but who are engaged solely for audio and or visual recordings shall be paid not less than minimum fees to be negotiated and agreed to between Equity and the Engager. The Engager shall submit to Equity a proposal for use of recordings in advance of the production for which they are required.

37:02 Artist Agreement

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

37:03 Artist Leaving a Cast

If the Artist leaves the cast after making a visual or sound recording the Engager may, in lieu of making a new recording, pay the Artist for the continued use of the recording (with the Artist's written consent).

37:04 Recording Sessions

The conditions of this Article shall not apply provided that Equity agrees with the Engager that the Artist in question is used for the purpose of background only, or is not recognizably featured. Such recording sessions must take place during regular rehearsal hours.

38:00 PRESERVED PERFORMANCES (RECORDINGS) AND BROADCASTS

38:01 Scope

This Article covers the recording (preservation) of the audio and/or visual aspect of a production in whole or in part through the use of any and all devices now in existence and yet to be developed. The resulting product shall hereafter be referred to as a recording. The Artist may not be required to take part in the recording or broadcast. This Article also covers the broadcast or transmission of a production whether by means of the reproduction of a recording or by means of a "live" broadcast. This Article shall apply whether the recording is made at or the broadcast emanates from the theatre or elsewhere, and regardless of the use made of same at any time thereafter.

38:02 Notification of Equity

Recordings or broadcasts of productions shall be made only with the permission of the Engager. The Engager agrees to notify Equity at least thirty (30) days in advance of any such recording and provide Equity with the details thereof.

38:03 Specially Prepared Recordings, Calls

In the case of specially prepared recordings, for each day, the Artist may be called for a maximum of eight (8) out of a span of nine (9) hours with a one (1) hour break after no more than five (5) hours which shall be completed not later than two (2) hours before curtain time on the day of a performance given under the terms of the standard Equity contract.

38:04 Recordings on a Day with No Performance

In the case of specially prepared recordings, on a day on which there is no performance, the sessions including rehearsals may be eight (8) out of twelve (12) hours. There shall be a minimum of ten (10) hours clear between the close of the Artist's activities in the production on one (1) day and the beginning of the Artist's activities in that production on the following day (whether operatic or televising, recording or filming).

38:05 Preserved Performances

(A) Live-to-Tape Recordings (Exclusive of Radio)

Live-to-tape recording is defined as a finished recording derived from up to two (2) public performances, or from one (1) dress rehearsal and one (1) public performance, or from rehearsals alone. Such finished recordings shall not involve the Artist in any additional work and shall not take place on more than two (2) days unless additional payments are made.

(B) Live-to-Tape Recordings (Radio)

Live-to-tape recording is defined as a finished recording derived from up to three (3) public performances. Such finished recordings shall not involve the Artist in any additional work and shall not take place on more than three (3) days unless additional payments are made.

38:06 Specially Prepared Recordings

A specially prepared recording is defined as a recording when a production has been specially prepared and/or rehearsed specifically for said recording at the theatre or elsewhere.

38:07 ACTRA/UBCP Contract

The performer shall be signed to a separate ACTRA/UBCP contract for such engagement and copies of same shall be filed with Equity. The Engager agrees that the responsibility for the payments lies solely and exclusively with the Engager and all payments to the Artist stipulated herein shall be in addition to and separate from payment and fees stipulated in the Artist's original Equity engagement contract for the period.

38:08 Rates

In all cases, should the applicable ACTRA/UBCP rate of compensation be greater than any stipulated herein, then the applicable ACTRA/UBCP rate shall apply. All payments to the Artist for such work shall be in addition to and separate from payments and fees stipulated in the original Equity engagement contract for that production. All Artists are free to negotiate compensation in excess of the following minimum rates.

(A) Live-Tape-Recordings (Exclusive of Radio)

The Engager shall pay the Artist engaged therein either

- (i)** a minimum of one (1) additional week's fee, or
- (ii)** a minimum of one (1) additional per performance fee.

If more than two (2) days are required for the making of such a recording, the Artist shall be paid the applicable ACTRA/UBCP rate for each additional day.

(B) Specially Prepared Recordings (Exclusive of Radio)

The Engager shall pay the Artist engaged therein either:

- (i)** a minimum of two (2) weeks' contractual fee, or
- (ii)** a minimum of two (2) additional per performance fees.

Such payment will give the producer a maximum of two (2) days work in accordance with Clauses 38:03 and 38:04 above. For each day thereafter, the Artist shall be paid the applicable ACTRA/UBCP rate.

(C) Radio

(i) The Engager shall pay a minimum of one-seventh (1/7) of a week's contractual fee (extra) to each Artist for any day or part thereof engaged in radio broadcasting or recording for same of any part of any production in which the Artist is engaged, or in rehearsing specifically for said radio broadcast.

(ii) The weekly fees for Artists engaged on a per performance basis shall be calculated according to the provisions of Clause 18:01(B). This fee shall also be used to determine the applicable additional services rate should the Artist be required to provide additional services.

- (iii) In the event of a live-to-tape recording from a performance it is understood that the finished tape may be made from three (3) performances for not less than one-seventh (1/7) of a week's contractual fee.

38:09 Additional Services

In case of Clause 38:08(B) above, on each day governed by the Equity minimum compensation, the Artist shall invoice for any additional services provided at the rate of one-seventh (1/7) of the Artist's Equity weekly contractual playing fee per hour or portion thereof.

38:10 ACTRA/UBCP Agreement

All the terms of the applicable ACTRA/UBCP agreement and rules shall apply to any engagement day or portion thereof not covered by this Agreement. Residual payments for repeat performances shall be made according to the applicable ACTRA/UBCP agreement in existence at the time of the repeat performances.

38:11 No Recording on a Two Performance Day

The Artist may not be required to render the Artist's services for a recording session, live broadcast or rehearsals for same under any circumstances on a day where two (2) performances are to be presented.

38:12 Participation by Artist

The Artist shall not knowingly participate in any recording or broadcast (live or recorded) except under the circumstances set forth in this Article.

38:13 Notification to Artist

If the Engager authorizes a recording or broadcast of any part of the production without informing the Artist, and if the Artist is now aware of same, the Engager shall be obliged to make the payments required in this Article.

38:14 Notice

The Engager shall give the Artist at least one (1) week's notice before the recording or "live" broadcast of a production takes place.

38:15 Rehearsal

Whenever any member or members of a company are rehearsed for a recording or "live" broadcast, such rehearsal shall be included in the rehearsal schedule for said recording or broadcast.

38:16 Television Spot Commercial

Equity will waive the payments required under this Article if the Artist is engaged to make a television commercial of one (1) minute or less using material from the production to promote the production. Each Artist appearing in the final commercial shall be signed to the applicable ACTRA/UBCP contract and paid not less than the applicable ACTRA/UBCP rate. A copy of the ACTRA/UBCP contract shall be filed with Equity.

38:17 Promotional Performances

The Engager may record or broadcast a portion of a production up to five (5) minutes of finished program time for the purpose of promoting and publicizing the presentation. Equity will waive the normal payment requirements under this Article. However, all Artists actively involved in the recording or broadcast must receive no less than the applicable ACTRA/UBCP minimum for such work. The Engager shall notify Equity in advance in writing. The Engager may request permission from Equity for promotional performance recordings or broadcasts in excess of five (5) minutes.

38:18 Current Affairs Program

A maximum of five (5) minutes of performances or rehearsal may be presented on a current affairs program without payment to the Artist provided that Equity has been notified in writing. For productions governed by Article 44:00 (VOIS Touring Ensemble), such recording may be presented on video loop in a Trade Show or promotional setting.

(A) Online (Internet) Use

Recordings made pursuant to this Clause may be used for the following:

- (i)** equivalent current affairs websites;
- (ii)** non-commercial, non-curated, generic content, open access video sharing websites;
- (iii)** the Engager's zone of social networking websites;
- (iv)** the Engager's website; and/or
- (v)** a tour presenter's website for a production on tour.

provided that:

- (a)** the Engager uses its best efforts to ensure that the material cannot be downloaded;
- (b)** no revenue is generated from the viewing of the material;
- (c)** the names of all Artists involved appear in the material or appear prominently in the description or framework of the material;
- (d)** the cast lists and bios of all Artists in the production will appear on the Engager's website in a highly attractive and professional layout;
- (e)** The Engager warrants that it is responsible for any misuse of the material; and
- (f)** the material is used for no longer than ten (10) years from the date of the close of the production from which it was taken.

(B) Access to Material Recorded Prior to the 2014-2017 Vancouver Opera Agreement

Should the Engager wish to use material recorded prior to the 2014-2017 Vancouver Opera Agreement for uses as provided for in this Clause, the Engager must obtain written permission from each Artist involved in the material prior to any usage. Equity agrees to assist the Engager in contacting Artists for these purposes.

38:19 Payment

For purposes of this entire Article 38:00, whenever a recording or broadcast of a production in whole or in part is made, all members shall be paid according to the following:

(A) Radio - Live-to-Tape

All participants in the production plus Stage Management staff and Stage Director.

(B) Radio - Specially Prepared Recording

All participants plus Stage Manager and Stage Director.

(C) Visual Recording - Live-to-Tape

All participants plus Stage Management staff, Stage Director, Choreographer, and Fight Director.

(D) Visual Specially Prepared Broadcast

All participants plus Stage Manager, Stage Director, Choreographer, and Fight Director.

For non-contributing Artists in the above categories the maximum rate payable is limited to the minimum rates outlined in Clause 38:08 above.

When a recording of a production as defined in Clause 38:01 is made within six (6) months of the final performance of that production, the Artist engaged in said production shall be engaged for the recording. If another Artist who was not in the said production is engaged for the recording, then the Artist who was in the said production who is replaced shall be paid in accordance with Clause 38:08(A), (B), and (C) above provided the Artist is available to participate in the recording.

38:20 Dismissal or Release

The dismissal or release of any Artist who is contracted or called for any recording or broadcast will be subject to the terms of Article 34:00.

38:21 Preserved Performances

The Engager may express the possibility of recording or broadcasting the production for which the Artist has been engaged and the Artist may agree to participate in such a recording or broadcast by means of a rider to the Artist's contract. Such a possibility shall in no way be binding upon the Engager and is solely intended to make the Artist aware that such a possibility exists. However, negotiations for payment for a recording or broadcast may take place when the Equity contract is negotiated and signed. The Engager may not offer the Artist a contract for a recording of any kind except by means of an appropriate ACTRA/UBCP contract according to the terms of Clause 38:07.

38:22 Archival Recordings

Recordings of a production may be made for archival purposes under the following terms:

(A) Notice

Artists will receive at least forty-eight (48) hours notice of the recording.

(B) No Additional Rehearsal

There shall be no additional rehearsals to facilitate the taping which shall be made from a public performance.

(C) Electronic Encoding

The recording shall be electronically encoded or otherwise marked to identify the tape as an archival recording. The recording may not be edited.

(D) Use

The recording may only be used for archival purposes as a record of the production. It may be viewed in private for reference purposes or as a teaching aid for the benefit of performers.

(E) Custody and Control

The Engager warrants that there shall be no public exhibition of the recording and shall maintain full custody and control of same. Additionally, the Engager shall not permit copies of the recording to be made or distributed, other than to provide copies to other Equity Engagers that are restaging the production with the original Equity Director or in the alternate an Equity Assistant Director with the original Director's and Equity's written permission. It is further agreed that these copies shall be destroyed after the opening night performance.

(F) Distribution or Exhibition

If the recording is distributed or exhibited to the public the Artist shall be paid in accordance with Clause 38:08(B).

38:23 Study Recordings

(A) Making of Study Recordings

For the sole purpose of review by Artists engaged as Understudies, Covers, Fight Captains or Dance Captains a recording of specific elements of a production may be made by the Engager during a regularly scheduled rehearsal. The Artists shall be notified of such recording no later than the end of the previous day. No special call or additional rehearsal to facilitate this recording is allowed. The Engager may make duplicate copies of this recording to lend to the Artists. The Engager retains the full responsibility for any potential misuse of such recording. The Engager shall ensure that the original recording and all copies are returned to the Engager by the conclusion of the production, and subsequently destroyed.

(B) Use of Study Recordings

In the event that an Understudy, Cover, Fight Captain or Dance Captain is provided with a copy of material recorded pursuant to the provisions of this Clause, and is required by the Engager to use the recorded material for review at home, any such hours spent reviewing the recorded material shall be mutually agreed upon in advance, and will be considered rehearsal time.

(C) Making and Use of Study Recordings in Workshops

For the sole purpose of review by directors, composers, designers and dramaturges, a recording of specific elements of a workshop may be made by the Engager during a scheduled workshop. The Artists shall be notified of such recording no later than the end of the previous day. No special call or additional rehearsal to facilitate this recording is allowed. The Engager shall make best efforts to ensure the prevention of any potential misuse of such recording. The Engager may maintain the footage for archival purposes.

38:24 Use of Recordings by the Artist

At the request of the Artist, the Engager shall provide up to maximum of five (5) minutes of recorded material made pursuant to this Agreement to an Artist for his/her own individual souvenir or promotional use. The Artist shall confirm that the recording may not be modified or manipulated in any way, and may only be used as follows:

- (i)** non-commercial, non-curved, generic content, open access video sharing websites;
- (ii)** the Artist's zone of social networking websites;
- (iii)** the Artist's own website, provided that
 - (a)** the Artist uses his/her best efforts to ensure that the material cannot be downloaded;
 - (b)** no revenue is generated from the viewing of the material; and
 - (c)** the names of all Artists appear in the material or appear prominently in the description or framework of the material.

The Engager shall not be responsible for any subsequent misuse of the recording, either by the Artist or stemming from the use of the recording by the Artist. However, the Engager and/or Equity reserve the right to require the Artist to remove the material from any website referred to above if the Engager, or another Artist who appears in the material, determines that the material is misused, or is otherwise used inappropriately.

38:25 Applicable ACTRA/UBCP Rates and Remote Broadcasts

For the purpose of Clauses 38:08 and 38:17, the Engager agrees to the clarification that the Stage Manager, Stage Director, and Assistant Stage Director shall receive not less than the minimum ACTRA/UBCP Soloist rate for the recording. The Assistant Stage Manager and Choreographer shall receive not less than the minimum ACTRA/UBCP Secondary Soloist rate for the recording. For visual recordings or broadcasts of a production involving fight sequences or part thereof, the Fight Director shall receive not less than the minimum ACTRA/UBCP Chorister rate for the recording.

When there is a CBC remote radio broadcast, the Engager will pay the CBC/ACTRA/UBCP agreement:

| 2020-2021 | |
|--|------------------------|
| Stage Manager, Stage Director | Soloist Rate |
| Assistant Stage Manager, Assistant Stage Director | Secondary Soloist Rate |
| Choreographer | 1/2 Chorus Rate |

38:26 Simulcasts for Non-paying Audiences (Plazacast)

As part of a gala or festival type event, or as a singular event itself, where there will be significant publicity and exposure for the Engager, and promotion of the Artist, the Engager may permit a "live feed" broadcast of one (1) performance per season provided that:

- (i) the simulcast is not recorded or preserved in any way;
- (ii) the simulcast is broadcast into a public space to which there is no admission charged; and
- (iii) the Engager does not receive any fee for the simulcast.

(A) Video Introduction

The Artists performing in the simulcast performance shall be individually and prominently introduced prior to the start of the simulcast through the use of a pre-recorded video introduction for the event. The Artists shall not receive any additional compensation for the recording of the video introduction provided that such recording takes place within regular rehearsal hours.

Corporate sponsors (including logos) may only appear on the title card of the video introduction.

(B) Use of Video Introduction on Website

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

(C) Host

Whenever possible, the Engager shall also have a prominent representative of the Engager at the event site to introduce and/or host the event.

39:00 STAGE DIRECTORS, CHOREOGRAPHERS, AND FIGHT DIRECTORS

39:01 Minimum Fee

The minimum fees as noted in Article 39:00 shall be payable in the following manner:

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

39:02 Duties of the Stage Director

(A) Duties

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

(B) Availability

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

(C) Publicity

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

39:03 After Opening

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

39:04 Billing

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

39:05 Royalties

(A) Amount

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

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

(B) Revival

Should the Engager revive a production in a period of two years from the first public performance, the original Stage Director will be given the opportunity to direct the revival. If the original Stage Director declines to direct the revival, the Artist shall receive the royalty provided for in Clause 39:05(A) or the negotiated royalty, whichever is greater, and shall be billed using the phrase "originally Directed by...", unless this billing provision was originally negotiated otherwise.

39:06 Minimum Fees for VOIS or Performances Running Sixty Minutes or Less

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

39:07 Multiple Assignments

(A) Stage Director and Choreographer

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

(B) Stage Director or Choreographer and Performer or Ballet Master/Mistress

A Stage Director or a Choreographer who also fulfils the duties of a performer or Ballet Master/Mistress must be engaged on separate contracts and fulfil both contracts in accordance with Clause 13:06(C) and receive at least the minimum compensation provided for in Clause 13:09 for each contract.

(C) Stage Management Duties

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

39:08 Assistant Stage Directors and Assistant Choreographers

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

(A) Overnight Rest

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

(B) Maximum Hours of Work

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

(C) Meal Breaks

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

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

(D) Free Day

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

(E) Additional Rehearsal

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

(F) Additional Services

Should the Assistant Stage Director and/or Assistant Choreographer be required by the Engager to provide additional services such as attending production meetings, scene changes, staging rehearsals or cueing sessions during overnight rest periods, meal breaks, on a free day, or which result in exceeding the hours provided for in Clause 40:05(B), the Artist shall invoice the Engager for such additional services at the appropriate rate of Clause 13:09(D).

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

39:09 **Fight Directors**

(A) Requirement for a Fight Director

A Fight Director shall be contracted whenever an Artist is required to participate in a stage fight (see Clause 14:16) involving one or more of the following elements:

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

(B) Equity Members

The Engager will only engage existing Equity Fight Directors. Equity will provide on request a current and up-to-date list of Fight Directors who have informed Equity that they are available for work, and who are registered with either Fight Directors Canada or the Society of Canadian Fight Directors, or otherwise recognized from within the Equity membership as Fight Directors. However, the Engager shall not be obliged to engage a Fight Director whom the Engager judges to be incompatible with its needs. A person who is not already a member of Equity may be engaged as a Fight Director (see Clause 2:01) with the written permission of Equity provided that the Engager has conducted a search for and considered existing Equity members.

(C) Pre-production Meeting

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

(D) Free Day

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

(E) Travel

For non-continuous engagements, the Engager shall provide round-trip transportation from the Artist's place of residence to the Engager in accordance with Clause 22:01 for each period of time that the Artist is required to attend the Engager.

(F) Rehearsal

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

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

(G) Contracts

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

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

Clause 26:02, Guaranteed Period shall not apply to the engagement of a Fight Director.

(H) Changes

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

- (i)** required by emergency; or
- (ii)** the physical conditions of the theatre necessitate change and/or deletions; or
- (iii)** where the foregoing conditions do not apply, the Fight Director is first consulted with respect to the proposed changes and offered the opportunity to conduct the necessary rehearsals to implement the required changes. A separate fee commensurate with the work to be done shall be negotiated, which shall not be less than the minimum fees expressed in Clause 13:09.

(I) Billing

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

40:00 STAGE MANAGEMENT

40:01 Engagement Contracts and Vacation Pay

(A) Engagement Contracts

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

(B) Vacation Pay

An Artist engaged as a Production Stage Manager, Stage Manager, or Assistant Stage Manager shall accrue vacation pay at the rate of at least four percent (4%) of the Artist's weekly in-town contractual fee to a maximum amount as specified below.

| 2020-2021 | |
|----------------------|---------|
| Vacation Pay Maximum | \$63.23 |

(C) Vacation

After six (6) months of continuous engagement, the Artist may take one (1) week's vacation with the consent of the Engager at a time mutually acceptable to both and the Artist is to be compensated from the Artist's accrued vacation pay.

(D) Accrued Vacation Pay

Otherwise payments of the accrued vacation pay shall be made to the Artist upon the conclusion of the Artist's individual contract.

40:02 Vocal Score

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

40:03 Equity Stage Management

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

40:04 Engagement Prior to the Commencement of Rehearsals

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

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

(B) Assistant Stage Managers

Two (2) Assistant Stage Managers shall be engaged for a minimum of two (2) days within the four (4) days immediately prior to the commencement of the staging rehearsals. Free days during this four (4) day period shall be unpaid. Payment for each pro-rata day must be not less than one-sixth (1/6) of the Artist's weekly contractual fee per day, which provides for not more than nine (9) hours per day.

(C) Seasonal Contracts

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

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

(D) Engagement of Less than a Full Engagement Week

An Artist engaged pursuant to Article 40:00 (Stage Management) may be engaged for less than a full engagement week provided that such period is consecutive and immediately precedes a full engagement week at the beginning of the engagement or follows a full engagement week at the end of the engagement period, with no hiatus in between (except as specifically provided in Clause 40:04(B)). Payment for each pro-rata day must be not less than one-sixth (1/6) of the Artist's weekly contractual fee per day. In any event, the Artist may not be required to work for more than nine (9) consecutive days, including the pro-rated days as provided for above, without a free day. Except as specifically provided for in Clause 40:04(B), should the pro-rated period include a free day, that day must be paid for on a pro-rata basis.

40:05 Rehearsal and Performance Conditions

(A) Overnight Rest

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

(B) Maximum Hours of Work

In any engagement week, Stage Management personnel are required to attend all rehearsals, performances, scene change rehearsals, cueing sessions for the production and production meetings as provided for in Clause 40:16, six days per week to a maximum of fifty-four (54) hours per engagement week of which no more than fifty (50) hours shall be staging rehearsal time. In any engagement week there may be no more than five days on which there are more than two (2) staging rehearsals. For any additional services provided in excess of the aforementioned weekly limitation, the Artist shall invoice the Engager at Rate 1 of Clause 13:09(D). Should the Artist provide additional services during the aforementioned rest period at the request of the Engager, the Artist shall invoice the Engager at Rate 2 of Clause 13:09(D). Should the Artist provide additional services on the Free Day at the request of the Engager, the Artist shall invoice the Engager at Rate 2 of Clause 13:09(D) and the minimum call shall be three (3) hours, whether or not the full three (3) hours are used.

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

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

(C) Employment Standards

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

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

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

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

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

(D) Meal Break

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

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

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

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

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

(E) Work on the Free Day

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

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

(F) Span of Day

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

(G) Additional Rehearsal

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

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

40:06 Stage Management Staffing Formula

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

(A) Category A Productions

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

(B) Category A Productions in Repertory

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

(C) Category B Productions

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

(D) Other Activities

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

40:07 Payments for Covering

Assistant Stage Managers covering for Stage Managers on holiday or sick leave or in an emergency, shall receive at least the Stage Manager's minimum fee on a weekly or pro-rated basis, whichever is applicable.

40:08 Rest Period

Stage Management personnel who are unable to take the two-and-a-half (2 1/2) hour rest period stipulated in Article 42:00 (Transportation) must have a rest period of at least one (1) hour between the conclusion of the trip and the half-hour call.

40:09 Performance of Duties

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

40:10 Rehearsals Moved to New Location

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

40:11 Duties and Responsibilities of Stage Management

The Stage Manager shall be responsible for reading the deputy election statement at the first rehearsal and for conducting the election in a proper manner.

The Stage Manager, in consultation with the Director, shall be responsible for the calling of all rehearsal breaks (See Clause 16:03(A), Rest Periods and Clause 16:09, Meal Breaks).

40:12 Calling of Rehearsals and Other Calls

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

40:13 Organization of Rehearsals and Performances

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

40:14 Production Score

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

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

40:15 Maintenance of Artistic and Technical Intentions

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

40:16 Scene Change Rehearsals and Cueing Sessions

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

The Stage Manager shall be present at all scene change rehearsals and cueing sessions for the production which come under the supervision of Stage Management during rehearsals or performances.

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

40:17 Delegation of Duties

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

40:18 Prohibited Duties

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

40:19 Scheduling of Set-up, Strike, Take-ins, Take-outs

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

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

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

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

(B) Exceed Maximum Hours of Work

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

40:20 Control of Backstage

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

40:21 Making Calls

The Stage Manager is responsible for making "calls".

(A) Definition

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

(B) Frequency

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

40:22 Running and Control of Performance

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

40:23 Selection of Stage Management Staff

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

40:24 Financial Responsibility

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

40:25 Duties of Engager

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

40:26 Duties of Union Members

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

40:27 Serving Meals

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

40:28 Understudying and Performing

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

40:29 Responsibility of Assistant Stage Managers

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

40:30 Responsibility of Production Stage Manager

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

40:31 Payment of Additional Duties

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

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

40:32 Health and Safety

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

40:33 Stage Management Apprentices

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

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

(A) Registration

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

(B) Maximum Number

The maximum number of Stage Management Apprentices engaged by the Engager shall not, at any time, exceed one (1) per production.

(C) Minimum Engagement

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

(D) Minimum Number Per Season

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

(E) Reduction of Staffing Provisions

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

40:34 Exclusions

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

- 7:07 Audition Code
- 17:00 Costume Fittings
- 19:00 Costumes, Wigs, Shoes, and Make-Up
- 29:00 Billing, Photos, and Programs (29:07, 29:08, 29:09 and 29:11 excepted)
- 30:00 Photograph Calls and Publicity
- 32:00 Understudies
- 42:05 Rest Period Prior to Presentation

41:00 TOURING

41:01 Definition of Run-Out Tour

A run-out occurs when the Artist leaves the Point of Origin as defined in Clause 15:11 for a period not to exceed ten (10) hours from departure point to drop off point in a given day. The meal payments as provided for in Clause 13:10(B)(ii) will apply solely when the Artist is outside the Point of Origin as defined in Clause 15:11.

41:02 Fees

All fees are payable in legal tender of Canada. In the United States, fees payable shall not be less than the applicable minimum fees established by the American Guild of Musical Artists (AGMA) from time to time.

41:03 Free Day

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

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

41:04 Tour Itinerary

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

41:05 Tour Itinerary and Mail

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

41:06 Travel Insurance

(A) Requirement

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

(B) Plan

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

(C) Premiums

- (i)** The applicable premium payments for the coverage are due in one of the Equity offices no later than thirty (30) days after the end of the calendar month in which the travel insurance was required.
- (ii)** For the length of this Agreement, the premiums shall be four dollars (\$4.00) per Artist for tours lasting up to twenty-nine (29) days, or eight dollars (\$8.00) per Artist for tours lasting thirty (30) through ninety (90) days. For tours lasting longer than ninety (90) days, the premium shall be eight dollars (\$8.00) plus an additional ten (10¢) cents per Artist for each day in excess of ninety (90) days.

(D) Monthly Billing Reminder

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

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

41:07 Travel Conditions

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

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

41:08 Routes of Travel

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

41:09 Return to the Point of Origin

(A) Under Contract

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

(B) After Contract

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

(C) Application

The provisions of Clause 41:09(B) apply only to those Artists whose weekly fee is less than one hundred and twenty-five percent (125%) of the applicable minimum weekly fee.

41:10 Hotel Reservations

Whenever the company performs away from the point of origin, the Engager shall be responsible for securing hotel reservations and shall furnish a list of at least two (2) hotels when available offering accommodation at different price ranges. At least two (2) weeks prior to the departure date, the Engager will submit this list to the Company. Within one (1) week thereafter the Artist must indicate said Artist's acceptance, or the Artist's preference to arrange for said Artist's own accommodations. Unless the Artist notifies the Engager of said Artist's acceptance of such accommodations, the Engager shall be relieved of further responsibility. If the Artist has complied with this requirement and does not receive accommodation upon arrival, the Artist shall not be required to rehearse or perform until such accommodations are forthcoming. However, should circumstances beyond the Engager's control make it impossible for the Engager to provide such accommodations, the Artist shall not avail the Artist's self of this right. If the Artist changes hotel reservations the Artist has requested, the Artist may be held responsible for any accommodation charges incurred by the Engager as a result of the changes unless the accommodation is not safe and/or clean or not materially of the nature represented to the Artist.

The Engager will endeavour when securing hotel accommodation to protect the Artist against discrimination in terms of race, colour, creed, sex, national origin or sexual or affectional preference.

42:00 TRANSPORTATION

42:01 Travel Time

(A) Limits

(i) Where the total travel time exceeds:

(a) five (5) hours on a one (1) performance day;

(b) eight (8) hours on a non-performance day;

the Artist shall invoice the Engager for additional services as defined in Clause 42:01(C).

(ii) No travel is permitted on a two (2) performance day.

(iii) Travel time shall be limited to thirty-eight (38) hours per week (additional service hours excepted).

(B) Daytime Travel

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

(C) Payment for Exceeding Travel Time

If the applicable travel time set forth in Section (A) above is exceeded, the Artist shall invoice the Engager for additional services at Rate 1 of Clause 13:09(D).

42:02 Route Sheet and Travel Log

The Engager shall submit to Equity, and the Deputy(s) of the Company, a route sheet which shall contain places of performance, mileage between cities and estimated hours of travel. Said route sheet shall be submitted at least one (1) week prior to the commencement of the tour. Subsequent route sheets shall be submitted to Equity and the Deputy(s) as further bookings are arranged.

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

(i) departure and arrival times (each hotel);

(ii) comfort stop times; and

(iii) meal stop times

The Deputy will initial the log daily, indicating only that the Deputy is aware of the figures entered.

42:03 Rest Period Before Departure

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

42:04 Prohibited Travel Time

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

42:05 Rest Period Prior to Presentation

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

42:06 Rest Period Between Calls

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

42:07 Tolerance for Delays

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

42:08 Prohibition on Exceeding Limits

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

42:09 Reimbursement for Travel Expenses

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

42:10 Proof of Insurance

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

42:11 Rail Transportation

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

42:12 Transportation (Air)

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

(A) Unwilling

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

(B) Calculation of Travel Time

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

(C) Time Zones

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

(D) Cancelled Departure

Should departure by airplane be cancelled, adequate accommodation shall be provided each Artist including hotel room between 12:00 midnight and 8:00 a.m. in hotels where the entire company can be called for a flight simultaneously. If the hotel room is not provided free of charge by the airline, the Artist shall not be required to pay for such hotel room if by doing so the Artist would be required to pay for two (2) hotel rooms within a single span of twenty-four (24) hours. The Engager shall reimburse the Artist for the cost of such accommodation which is in excess of the cost of accommodation chosen by the Artist prior to the beginning of the tour in accordance with Clause 41:10. Stop-over ceases when a hotel room is provided as above (between midnight and 8:00 a.m.) but will recommence if a travel call is given before 8:00 a.m. If the journey recommences before 8:00 a.m. at the requirements of the Engager and not due to the airline's rescheduled departure the Artist shall invoice the Engager for additional services at Rate 2 of Clause 13:09(D) for each hour or part thereof in which services were provided prior to 8:00 a.m.

(E) Travel by Artist Separate from Company

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

(F) Night Travel

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

42:13 Transportation (Boat)

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

42:14 Transportation (Bus)

(A) Comfort and Safety

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

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

(B) Replacement Bus

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

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

(C) Calculation of Travel Time

Travel time shall commence and be computed from the time the bus is scheduled to leave. The Artist shall be prompt and punctual for all bus calls and shall make the Artist's luggage available for loading at least fifteen (15) minutes prior to the scheduled departure time.

If an Artist is responsible for a delay at any time, such delay shall not be counted as part of the travel time of the company. The Engager may, for the convenience of the company, schedule a pick-up at a second hotel, in which event travel time shall commence from the scheduled departure from the second pick-up. Computation of travel time shall end upon arrival of the bus at the first hotel in the town of destination.

(D) Comfort Stops

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

(E) Meal Stops

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

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

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

(G) Prohibited Travel Time

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

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

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

(A) Mechanical Certification

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

(B) Seating

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

(C) Luggage and Equipment

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

(D) All Season or Winter Radial Tires

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

(E) Vehicle Maintenance

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

(F) Drivers

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

| 2020-2021 | |
|-------------|---------|
| Driving Fee | \$23.92 |

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

(G) Road Conditions and Weather

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

42:16 Exceptions for Ferry Transportation

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

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

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

43:00 OVERSEAS RIDER

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

44:00 VANCOUVER OPERA IN SCHOOLS (VOIS) TOURING ENSEMBLE**44:01 Duties of the Artist**

The VOIS Touring Ensemble Artist may be required to rehearse, perform and participate in the following:

- (i) concerts: non- and semi-staged;
- (ii) non-staged concerts and/or promotional work for the Engager or the Engager's sponsors provided they are less than ninety (90) minutes in length;
- (iii) workshops, concerts, capsule versions of an opera, complete performances of an opera;
- (iv) meetings called by the Engager;
- (v) outreach programs;
- (vi) school touring;
- (vii) regional touring.

44:02 Hours of Work - General

Working hours in a week shall not exceed forty-five (45) including all breaks and rest periods, where presentations are given in the point of origin and/or on a local tour (not overnight) and fifty (50) hours on tour (overnight and away from the point of origin). In the case of a week with both local and overnight touring, an additional one (1) hour for each overnight touring day shall be allowed to a maximum of fifty (50) hours.

When working on activities as outlined in Clause 44:01, the Artist may work six (6) hours per day out of a ten (10) hour span, six (6) days per week. The Ensemble Artist may be required to provide services deemed to be performance for a maximum of four (4) hours per day.

Any services provided in excess of these hours, the Artist shall invoice the Engager for additional services at Rate 1 of Clause 13:09(D).

44:03 Hours of Work**(A) Maximum Hours of Work**

- (i) The working day is limited to ten (10) consecutive hours and may include travel, rehearsal and performance, and participation in the activities identified in Clause 44:01. Hours deemed to be performance shall not exceed four (4) hours per day nor shall they exceed sixteen (16) hours in any engagement week. Performing time shall be computed from curtain to curtain.
- (ii) On a day where one (1) school presentation and one (1) evening community program are scheduled, the day's work may be extended to a maximum of twelve (12) consecutive hours provided the Artists have three (3) consecutive hours of free time between the end of service for the first presentation and the call for the evening presentation(s).

(B) Maximum Performances Per Week

- (i) The Artist shall not be required to participate in more than ten (10) performances per week, not more than two (2) of which may be longer than forty-five (45) minutes. A performance is defined herein as one presentation of the forty-five (45) minute school touring adaptation, or one ninety (90) minute plus intermission community presentation.
- (ii) The Artist will not be required to participate in more than two (2) such performances per day.

(C) Breaks

- (i) There shall be a one (1) hour meal break after four (4) hours of work during which the Artist may not be required to work or provide any service for the Engager, including travel.
- (ii) The meal break may be adjusted to one-half (1/2) hour provided that such a day's work is limited to eight (8) consecutive hours.
- (iii) In any event the applicable meal break must occur after not more than five (5) hours of work unless all the Artists agree to postpone the meal break until a more convenient time. Except in such an instance, the Artist shall invoice the Engager for additional services at Rate 1 of Clause 13:09(D) for continuous work in excess of five (5) hours.
- (iv) There shall be a twelve (12) hour overnight rest period between the end of work one day and the beginning of work on the next day (see Clause 16:03(B)). Up to three (3) times per week, the first call of the day shall not be earlier than 7:30 a.m. Otherwise, the first call of the day shall not be earlier than 8:00 a.m.

The Artist shall invoice the Engager for additional services at Rate 2 of Clause 13:09(D) for any call which is earlier than the times stipulated above.

(D) Performance Preparation

- (i) There will be a fifteen (15) minute allowance for the Artist to get out of costume and make-up prior to the commencement of the meal break.
- (ii) On a day with two performances or more, the time between the final curtain of each performance and the start of the next performance must be not less than forty-five (45) minutes in length.
- (iii) The Engager will ensure that the performing Artists have a period of at least thirty minutes (30) prior to the first performance of the day, and fifteen (15) minutes prior to any additional presentation solely to prepare him/herself for the performance.

For presentations longer than one-and-a-half (1 1/2) hours, this period shall be increased to thirty (30) minutes (see Clause 15:07 Half-hour Call).

(E) Scheduling

The Engager will endeavour to notify the Artist at least two (2) weeks in advance of the in-town or touring status of given week. At least twenty-four (24) hours notice shall be given of any change in the schedule.

(F) Additional Services

- (i) For any work done in excess of the weekly and/or daily maximums specified herein, the Artist shall invoice the Engager at the appropriate rate of Clause 13:09(D).

- (ii) The Artist shall not be required to perform any service whatsoever for the Engager on the designated Free Day. Should the Artist consent to rehearse on the Free Day, the Artist shall invoice the Engager for additional services at Rate 2 of Clause 13:09(D). The minimum call for a rehearsal on a designated Free Day shall be three (3) hours, whether or not the full three (3) hours are used.
- (iii) Notwithstanding this Clause 44:03(F), a sum equal to two-tenths (2/10) of the weekly fee shall be paid for each presentation in excess of the limits provided for in Clause 44:03(B).

(G) Rehearsal Hours Prior To First Public Presentation

Article 16:00 and Article 17:00 (with the exception of Clause 16:10) shall apply.

44:04 Scenery Handling

(A) Artist Supervising Movement of Scenery

If the Artist is required to supervise or assist with take-in, set-up, strike or take-out, this requirement must be negotiated and agreed upon before the contract is signed, and must be included in a rider to the contract. Nevertheless it is agreed that no Artist shall be required to move, lift or carry scenery or equipment beyond the Artist's physical capability.

(B) Artist Moving Scenery

In a case where the Artist is literally moving scenery and equipment as opposed to supervising the movement of same and the total time involved in these operations exceeds one (1) hour for each presentation, the Artist invoice the Engager for additional services at Rate 1 of Clause 13:09(D).

(C) Maximum Times Per Day

The Artist shall not be required to set up and strike the school presentation scenery more than twice in one (1) day.

44:05 Touring, Transportation and Travel

(A) Exclusions

Except as amended in Article 44:00, Articles 41:00 and 42:00 (with the exception of Clauses 42:01, 42:04, 42:05 and 42:06) shall apply.

(B) Responsibility of Engager

Transportation shall be provided to the Artists for all school presentations. The Engager shall also provide transportation to and from all engagements which are outside of the City of Vancouver. Notwithstanding, at the end of a presentation call where the remote location of the presentation venue or the infrequency of public transportation or the lateness of the hour could affect the Artist's safety, the Engager will arrange for the safe and convenient transportation from the venue without cost to the Artist. For events that are within the City of Vancouver, the Engager shall use its discretion regarding the need for transporting the Artists.

(C) Rest Periods and Prohibited Travel Time

The daily hours of travel will be in accordance with the limits of work specified in Clause 44:03, except that the rest period requirement (Clause 42:03) shall be adhered to at all times when travelling. The first call of the day must not take place before 7:30 a.m. Clause 42:06 shall not apply.

44:06 General Billing

(See also Article 29:00.)

Where no house boards are available and school and/or school board regulations do not permit distribution of a house program to students, one of the Artists will be given the responsibility of introducing the Artists, the Stage Manager, and said Artist to the audience. The Artist will also announce that they are a company of professionals who are members of Canadian Actors' Equity Association.

44:07 Equity Contracts

The Engager agrees to engage only members of Equity who shall be signed to contracts as per Article 27:00. Non-professionals may not be engaged except with prior written permission of Equity.

44:08 School Breaks

Any hiatus for a school break shall be stated and agreed to in the contract between the Engager and the Artist, otherwise such a hiatus shall be deemed invalid. A permitted hiatus shall be subject to the following terms:

(A) Unpaid Hiatus

The Engager has the right to negotiate for up to one (1) week without remuneration during any official school break during the school year, provided that the engagement consists of not less than eight (8) paid-for weeks, and provided that there are no fewer than two (2) engagement weeks prior to and no fewer than one (1) engagement week subsequent to the hiatus.

(B) Artist's Services During Hiatus

Should such a hiatus be negotiated, the Engager shall not be entitled to the Artist's services during the hiatus period.

(C) Transportation of the Artist During Hiatus

The Engager further agrees that, when such a hiatus is negotiated, it shall pay the cost of round-trip transportation, as provided for in Clause 22:01, to and from the Artist's place of residence plus the meal allowances as specified in Clause 41:09(A) for any day spent travelling to and from the Artist's place of residence, provided the Artist arrives at said Artist's destination prior to 10:00 p.m. For any such travel day involving a later arrival at the Artist's destination or an overnight stay in transit, the Artist shall be paid one-seventh (1/7) of the contractual touring fee as provided for in Clause 13:10(A)(i).

44:09 Safety Equipment.

First aid kits and emergency travel equipment will be provided and carried by the company at all times when travelling.

44:10 Stage Management Staffing

The Engager shall engage one Equity VOIS Touring Ensemble Stage Manager in accordance with Clause 40:06. In addition, the Engager may engage an Apprentice Stage Manager in accordance with Clause 40:34. Should the Engager engage an Apprentice Stage Manager for a VOIS production, the Apprentice must be engaged for the entire rehearsal period and at least one (1) performance week.

44:11 Temporary Engagement in the Event of Vocal Inability

(A) Walk On

In the case of illness that allows an Artist to "walk" his/her part, but not sing it, the Engager may engage another Artist to sing the vocal line from the side of the stage.

(B) Walk On Engagement

An Artist engaged for this purpose may be engaged as per Clause 26:04, Casual Presentations Policy.

(C) Replacement by PPIP Intern

A PPIP Intern may temporarily replace an ill Artist engaged under Article 44:00 (VOIS) in accordance with the provisions of Appendix D.

44:12 Engagement of Director for Revival

The minimum period of engagement (see Clause 26:02) may be reduced to one (1) week for an Artist engaged to direct a revival of a VOIS production provided that:

- (i) the Artist was engaged to direct the previous production; and
- (ii) at least 75% of the cast and the Stage Manager from the previous production are engaged for the revival; and
- (iii) the revival production is mounted within six (6) months of the close of the previous production; and
- (iv) Clause 13:03 shall not apply to an engagement of less than two (2) weeks.

45:00 CHORUS

45:01 Quota

(A) Staffing Formula

Up to and including choruses of thirty-five (35), all chorus members shall be members of Equity.

For choruses of greater size than thirty-five (35), the Engager is permitted to augment the chorus with non-professionals according to the following formula:

| Chorus Total | Minimum Equity | Maximum Non-Equity |
|--------------|----------------|--------------------|
| 35 | 35 | 0 |
| 40 | 36 | 4 |
| 45 | 37 | 8 |
| 50 | 38 | 12 |
| 55 | 39 | 16 |
| 64 | 40 | 24 |
| 73 | 41 | 32 |
| 82 | 42 | 40 |

This formula is based on an all-Equity chorus of up to and including thirty-five (35) with a one-to-four proportion of Equity and non-Equity thereafter (one (1) Equity performer allowing for four (4) non-Equity performers) provided that the Equity performer is engaged first, until the thirty-ninth Equity member is engaged. Starting with the fortieth Equity member engaged, the ratio changes to one-to-eight (one (1) Equity performer allowing for eight (8) non-Equity performers) provided that the Equity performer is engaged first.

(B) Non-Equity Choristers

All non-Equity members must be signed to Non-Professional Affidavits and copies filed with Equity. Non-professional choristers will be required to become members of Equity after appearing in three (3) productions in each of two (2) consecutive seasons.

45:02 Right of Engager to Schedule

The Engager reserves the sole right to determine the number of non-staging and staging rehearsal hours required per production.

45:03 Staging and Non-Staging Rehearsals

The Engager may schedule staging and non-staging rehearsals in accordance with one of the following methods. The choice of scheduling option shall be evidenced on the face of the engagement contract at the time of issuance.

- (A) Maximum Rehearsal Hours 14 Days Prior to Opening**
Chorus singers may rehearse up to a maximum of thirty (30) hours. These rehearsals shall be scheduled no earlier than the Saturday fourteen (14) days prior to opening night, except as provided for in Clause 45:03(F). The minimum guaranteed fee for rehearsals under this Clause shall be one (1) week at the Performer rate as per Clause 13:09(A).
- (B) Maximum Rehearsal Hours 26 Days Prior to Opening**
Alternatively, Chorus Singers may rehearse up to a maximum of forty-five (45) hours. These rehearsal hours shall be scheduled no earlier than the Monday twenty-six (26) days prior to opening night, except as provided for in Clause 45:03(F). The minimum guaranteed fee for rehearsals under this Clause shall be one-and-a-half (1 1/2) weeks at the Performer rate as per Clause 13:09(A).
- (C) Maximum Rehearsal Hours 33 Days Prior to Opening**
Alternatively, Chorus Singers may rehearse up to a maximum of sixty (60) hours. These rehearsal hours may be scheduled no earlier than the Monday thirty-three (33) days prior to opening night except as provided for in Clause 45:03(F). The minimum fee for rehearsals under this Clause shall be two (2) weeks at the Performer rate as per Clause 13:09(A).
- (D) Additional Services**
For any hours in excess of the maximum allowable in Clauses 45:03(A), (B), or (C), and provided such additional hours fall within the prescribed number of rehearsal days, the Artists will be paid at a rate of one-thirtieth (1/30) of the weekly Performer fee as per Clause 13:09(A). Notwithstanding the above, should the Artist be required by the Engager to provide additional services during overnight rest periods, meal breaks, or on a free day, or the Artist shall invoice the Engager for such additional services at the appropriate rate of Clause 13:09(D).
- (E) Notice of Calls for Chorus Plus Artists**
Chorus Plus Artists may be called for daytime rehearsal. The Engager shall endeavour to give forty-eight (48) hours notice of such calls. Should the Engager fail to give twenty-four (24) hours notice of a cancelled rehearsal, the Artist shall be paid two (2) hours at the hourly rate of one-thirtieth (1/30) of the minimum weekly Performer fee.
- (F) Call prior to Beginning of Rehearsal**
Should the Engager so choose, and should the Chorus Singer be available, a Chorus Singer engaged for a production in a Season may be required by the Engager to attend one (1) three (3) hour non-staging rehearsal for that production up to one (1) week prior to the beginning of rehearsals, provided the rehearsal is scheduled on a non-performance/non-free day. The three (3) hour call shall be deducted from the maximum rehearsal hours permitted for that production.
- (G) Sitzprobe**
The Chorus shall attend the Sitzprobe unless it is deemed not musically appropriate to the work.
It is understood that the call to the Sitzprobe under this Clause is in addition to the usual music, staging, and technical rehearsal hours for that production.

45:04 Performances

The Chorus Singer shall be paid not less than one-quarter (1/4) of the weekly minimum fee for a Performer per performance for the run of the production, or one (1) week at the Performer fee as per Clause 13:09(A), whichever is greater. For Artists engaged pursuant to Article 45:00 (Chorus), this Clause shall supersede the provisions of Clause 13:03(A).

45:05 Off-Stage Performances

For productions in which chorus members sing off-stage only and do not appear on stage, the Artist may be contracted in the following manner.

(A) Minimum Guarantee Up to Nine Days After Opening

The minimum guarantee shall be two (2) weeks at the Performer rate as per Clause 13:09(A). This fee allows for a maximum of thirty (30) hours of rehearsals to be held within the two (2) weeks prior to the opening night plus a maximum of seven (7) performances in a nine (9) day period starting with opening night.

(B) Additional Minimum Fee Ten Days After Opening

Performances which are scheduled after the ten (10) day period shall be paid for at the rate of one-quarter (1/4) of the weekly minimum fee for a Performer per performance.

45:06 Costume Fittings

Further to Article 17:00, costume fittings for the Chorus shall be scheduled at the mutual convenience of the Artist. The Engager shall provide the Chorus with available costume fitting times, and the individual Artists shall select time accordingly. Should none of the available fitting times be convenient to the Artist, the Engager shall make best efforts to make alternative arrangements with the Artist at another mutually convenient time.

Once the Artist has confirmed a costume fitting time, it may only be cancelled with a minimum of twelve (12) hours notice to the Engager prior to the call time. Otherwise, the fitting appointment shall be considered and respected as an official call time (See Clauses 5:04 and 10:02)

46:00 DANCERS

46:01 Equity Membership

(A) Engager Responsibility

The Engager shall undertake to engage as many Equity dancers as possible.

(B) Equity Membership

In the case where a Dancer is not a member of Equity, one of the following clauses shall apply:

(i) Member of Another Association

Should the Dancer already be a member of another professional performing arts association (such as, but not limited to AEA, UDA, ACTRA), he/she shall be subject to the provisions of the appropriate reciprocal agreement between Equity and said association.

(ii) Not a Member of Equity or Another Association

A Dancer who is not already a member of Equity or a member of another professional performing arts association shall not be required to join Equity but shall be given the opportunity to do so. Should the Dancer choose not to join Equity, the Engager will be required to deduct from the Dancer's contractual fee filing fees as directed by Equity and remit such deductions to Equity.

(C) Duration of Engagement

Notwithstanding the above, a Dancer shall be required to join Equity as an Associate Member for any engagement, or combination of engagements, in any Season in excess of twelve (12) weeks.

(D) Engagement Contracts

All dancers must be signed to an Equity Engagement Contract.

(E) Working Conditions

Clauses regarding fees, rehearsal hours and performance conditions shall be the same for Dancers as they are for Chorus members.

47:00 CONCERTS

47:01 Definition

A "Concert" is a performance in which there are no sets, props, costumes or elements of theatrical staging. A "Concert" may be a performance of part or all of an Opera, Operetta or Musical.

47:02 Minimum Fees

It is agreed that the minimum fee for a "Concert" shall be not less than one thirtieth (1/30) of the applicable minimum weekly fee per hour for rehearsal and not less than one quarter (1/4) of the applicable minimum weekly fee per performance provided that the "Concert" does not replace the normal program of Category A or B repertoire or the existing performance programs of the Engager.

47:03 Engagement of Stage Management

The need to engage a Stage Manager for a "Concert" shall be by mutual agreement between Equity and the Engager, such agreement to be made prior to contracting of any Artists for such activity.

47:04 Engagement of Artist

All terms of this Agreement shall apply with the exception of Clause 26:02, Guaranteed Period.

47:05 Engagement Requirements for Recitals

When a "Recital" which does not include the use of a chorus, Equity agrees that the Artist/Artists may waive their right/rights to be engaged with an Equity Engagement Contract. The Engager agrees to notify the Artist/Artists in writing of this right.

48:00 ARBITRATION

The parties hereto agree to adhere to and be bound by the following: except as provided by hereinafter, this Article will be subject to and construed by the laws of British Columbia.

48:01 Disagreement Between Engager and Equity

When there is a disagreement between the Engager and Equity regarding:

(i) Interpretation, Application, Operation

the interpretation, application or operation of this Agreement; and/or

(ii) Breach of Agreement

whether or not there has been a breach of this Agreement; and/or

(iii) Breach of Individual Contract

whether there has been a breach of an individual engagement contract; then either party may request, within five (5) business days, a meeting to discuss this disagreement. Should the parties fail to meet, the position of the party requesting the meeting shall prevail and both parties shall be bound by it.

If a meeting is held and the disagreement is not resolved to the satisfaction of both parties then either party may within two (2) weeks demand arbitration.

48:02 Time Limits

If either party does not demand arbitration within the two (2) weeks, then it is agreed that the position of the party initiating the process outlined in Clause 48:01 shall prevail.

48:03 Equity's Power to Act for Members

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

48:04 Demand for Arbitration

The Engager or Equity may demand arbitration for any dispute which may arise out of this Agreement.

48:05 Notice in Writing

A demand for arbitration shall be given by the party demanding arbitration to the other party by sending notice in writing by registered mail, fax, telegram, return receipt requested, to the other party at the other party's last known business or residence address.

48:06 Specifics of Notice

A notice of demand for arbitration shall set out the matter in dispute and the relief claimed.

48:07 Appointment of Arbitrator

The parties shall agree on an Arbitrator as soon as possible after the sending of the demand for arbitration and if no agreement on the appointment of an Arbitrator can be reached, then they, or either of them, shall request the Minister of Labour of the Province of British Columbia to appoint an Arbitrator.

48:08 Procedure for Arbitration

The Arbitrator shall appoint a date and time for a hearing of the matter in dispute and both parties may appear and may call witnesses and may give such evidence as they deem just and proper.

48:09 Rulings of the Arbitrator Binding

The parties hereto agree to be bound by and to comply forthwith with the findings, rules and time limits set forth by the Arbitrator so appointed.

48:10 No Recourse to a Court of Law

The parties to this Agreement agree that no recourse shall be had to a court of law by either party unless and until the other party has failed to comply with these rules of arbitration.

48:11 Binding Nature of Arbitration

The parties to this Agreement agree that all disagreements and differences between the Engager, Equity and any Artist bound by this Agreement concerning its interpretations, application, operation or any alleged violation thereof, including any question as to whether any matter is covered by this Section or not, shall be finally and conclusively settled through arbitration under these provisions without stoppage of work or other job action, except for the withdrawal of services by the Artist provided for in Clauses 13:04, 20:13 and 25:03 of this Agreement.

48:12 No Modification of Agreement

Nothing herein contained shall be deemed to give the Arbitrator the authority, power or right to alter, amend, change, modify, add to, or subtract from, any of the provisions of this Agreement.

48:13 Failure to Comply

Where the Engager fails to comply with these rules of arbitration, then Equity may declare that the Engager has committed a breach of this Agreement and may:

(A) Withhold Member Services

Allow no Equity member to be engaged or to continue to be engaged by the Engager.

(B) Engager Required to Pay Members Withdrawing Services

Require the Engager to pay forthwith all Equity members withdrawing from engagement:

(i) All monies accrued and owing to the member; and

(ii) As liquidated damages, an amount equal to all monies that would be payable to the member if the terms of the Agreement were completed, provided that no amount for liquidated damages shall be less than an amount equal to two (2) weeks' salary.

(C) Use of Security

Deduct forthwith from any security posted by the Engager the monies payable under Clause 48:13(B).

48:14 Arbitrator's Compensation and Expenses

The Arbitrator's compensation and expenses shall be borne equally by the parties.

48:15 Award of the Arbitrator Binding

The award of the Arbitrator shall be final and binding subject to the right of either party to have recourse to a court of law in British Columbia.

49:00 ENGAGER'S RIGHTS

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

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

50:00 EXPIRATION OF THIS AGREEMENT

50:01 Expiration Date

All contracts with Artists which expire after June 30, 2021, shall be deemed subject to such new Agreement as may be entered into between Equity and the Engager for the next or succeeding seasons.

APPENDIX A CATEGORIZATION OF ROLES

The Categorization of Roles as agreed upon between Equity and the Engager is available for download at www.caea.com.

APPENDIX B SIDE LETTER ON BILLING, PHOTOS AND PROGRAMS IN TOWN

Equity agrees that, for the term of this agreement only, it shall not enforce the provisions of Clause 29:02 as it pertains to the Queen Elizabeth Theatre, Vancouver, BC.

APPENDIX C SIDE LETTER OF UNDERSTANDING CONFIRMING THE CALCULATION OF THE DONATION TO THE ACTORS' FUND OF CANADA OF PROCEEDS FROM THE FINAL DRESS REHEARSAL

Equity agrees that the Engager may open the Final Dress Rehearsal to students and other targeted community groups, as well as guests of the Orchestra and the Artists. The Engager shall make seats available at a minimal price, and shall reserve enough seats so that each Equity member engaged during the course of a season may purchase two of these seats for each production in the season.

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

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

APPENDIX D UBC/VANCOUVER OPERA PRE-PROFESSIONAL INTERNSHIP PROGRAM (PIIP)

The Engager is committed to providing expertise and opportunity to young Artists and administrators early in their career paths. One of the most important collaborations The Engager undertakes is in its relationship with the Opera Program at the University of British Columbia (UBC).

The Engager seeks to institutionalize one aspect of this collaboration, singer training, through the Pre-Professional Internship Program. This Program is designed to provide University course credit to singers who undertake the goals outlined below. The program is not intended to be a performance training program, and the student will not – during the period of study – be required to perform for the Engager except as allowed for under Article 44:00 and Clause 44:11(C) (VOIS) or as described below;

- (A)** Up to four (4) young singers would be chosen jointly by the Engager and UBC to participate each VOIS touring session as PPIP interns.
- (B)** To be eligible, student singers must be Canadian citizens or landed immigrants and full time students working towards a degree in vocal performance.
- (C)** UBC, the Engager, and the students shall consult in advance of acceptance in the program in order to fashion broad curriculum goals and a set of learning outcomes. UBC shall determine the final time and participation requirements for course credit.
- (D)** Students will receive UBC course credit for their participation.
- (E)** Interns may perform in the VOIS program in the event of vocal inability or sickness of a regular cast member to a maximum of ten (10) performances per VOIS touring session. After performing in four (4) performances, the singer will become an Associate Member of Equity and will receive compensation for subsequent performances as per Clause 44:11(B). If a regular member of the VOIS cast is unable to perform for more than ten (10) consecutive performances in a VOIS touring session, the Artist will be replaced by a current Equity member. If there is no single current Equity member available or able to perform the role due to an inappropriate vocal range, the PPIP intern may continue to perform under Article 44:00 or Clause 44:11(B) as an Associate Member. With the consent of the Equity Singer being understudied and without loss of fee, the PPIP intern may perform in one (1) performance when a singer is not ill for the purpose of gaining performance experience. This optional performance is not included in the four (4) performances the singer may perform in prior to becoming an Associate Member of Equity.

- (F)** If a PPIP Intern becomes an Associate Member of Equity under the terms of the PPIP, the Engager will pay the cost of the Associate membership administration fee on behalf of the intern.
- (G)** The Student Intern may participate in the Pre-Professional Internship Program for a maximum of two (2) VOIS touring sessions.
- (H)** Participation as a non-Equity chorister is possible through the regular chorus audition process and subject to Category A or B/VOIS/UBC scheduling considerations.

Vocal and dramatic training will be both experiential and academic. Participants will undertake some or all of the following:

- (i)** understudy a role of the VOIS Touring Ensemble during the VOIS rehearsal period;
- (ii)** receive individual vocal coachings from the VOIS Music Director in the role they are understudying;
- (iii)** receive a coaching from one Category A or B Guest Artist in the Engager's regular season;
- (iv)** receive drama coaching and/or workshop from the VOIS stage director or a Category A or B assistant stage director during the season;
- (v)** participate in a master class.

Other aspects of their pre-professional training will include:

- (i)** the opportunity to develop a mentorship plan within another aspect of a professional opera company's administrative structure (artistic administration, stage or production management, marketing, or fundraising);
- (ii)** participation in the Engager's biennial pre-professional workshop at UBC featuring:
 - (a)** an opportunity to meet and interview an internationally recognized artists' agent.
 - (b)** an opportunity to participate in mock-audition;
 - (c)** an opportunity to have press kit and resume critiques;
 - (d)** an opportunity to meet and interview a representative of Equity;
 - (e)** if the PPIP intern has graduated from their post-secondary studies prior to participating in the workshop and is available for the subsequent scheduled workshop, Vancouver Opera will pay for transportation and accommodation costs for the graduated PPIP intern to attend the subsequent workshop.

Preamble

The focus of this program is on the training and development of aspiring performing Artists for opera. The program is intended to benefit Canadian singers and stage directors who have completed pre-professional training in an opera program or university. It serves as a bridge between academic programs and the professional world of opera, offering the experience and practical skills necessary to succeed as self-employed professionals in a highly competitive performing environment. The program is part of the Engager's ongoing commitment to mentoring emerging Canadian Artists in a supportive and engaging environment.

The Engager agrees to provide training for Artists engaged as Young Artists' Program (YAP) participants and such training shall be considered an essential element in the work. Training for YAP Artists shall be compulsory and will be scheduled within the normal span and working hours of the Young Artists' Program. In no event shall compulsory training be scheduled on the free day.

An Artist may not be engaged in the Young Artists' Program for more than two (2) Seasons.

A YAP Artist is subject to the membership provisions of this agreement.

Any activities provided for in this Appendix may not replace regular programming.

Except where as specifically amended in this Appendix, all other terms and conditions of this Agreement shall apply.

(1) YOUNG ARTISTS' PROGRAM (YAP) PERFORMING ARTIST

A YAP Artist is an Artist engaged to perform, rehearse and receive training for a period between twenty (20) and twenty-eight (28) weeks, which need not be consecutive, in a season (July 1 - June 30).

(A) Roles Stated on Contract

The specific roles (including understudy roles) and productions (with relevant dates) in which the Artist will perform shall be clearly stated on the Artist's engagement contract.

(B) Role Assignment Cancelled or Changed

A role assignment may be cancelled by mutual agreement between the Artist and Engager without lessening the Artist's fee. Where appropriate due to the development of the Artist or based on changes in the Artist's voice, the Artist's role assignment may be changed by mutual agreement between the Artist and the Engager without additional compensation, Equity consenting. In such case, the Artist shall be relieved of any further obligation to rehearse, understudy, or perform the originally contracted role assignment.

(C) Requirement to Participate in Programs

Additionally, the YAP Artist may be required to rehearse, perform and participate in the following:

- coaching classes and professional development programs
- master classes
- breathing and/or exercise/nutrition classes and lectures
- dance classes
- fight classes
- individual artist lectures
- lecture demonstrations
- workshop demonstrations
- concerts
- shopping centre programs
- YAP productions (including Lower Mainland touring)
- children's programs
- park concerts
- community engagement performances, forums and lectures
- cabaret performances

- promotional work for the Engager's corporate sponsors
- workshops, concerts, lecture demonstrations, capsule or mini-versions of an opera, complete performances of an opera
- dramatic coaching, movement or dance classes, vocal classes and private vocal instruction
- meetings called by the Engager
- residency programs
- outreach programs
- special Chorus situations as follows:
 - the Artist performing as a Soloist (not including understudy) may also sing Chorus parts
 - where the Artist is expected to perform as a member of an ensemble designated by the composer as a recognizably individual character.

(D) Artist Deemed to be Working

When an Artist is required to rehearse, perform, travel and/or participate in any of the programs or activities listed above, the Artist is deemed to be working. All of the terms and conditions of this Agreement shall apply to the YAP Artists, except as specifically amended in this Appendix. The Artist's contract will bear a rider stipulating that the Artist is specifically engaged as a YAP Artist under the terms of this Appendix.

(E) Participation in a Category A or B Production

Throughout the course of the Young Artists' Program a minimum of forty percent (40%) of the hours worked will be directed towards training activities and a maximum of sixty percent (60%) of the hours worked will be allotted to Category A or B production rehearsals and performances.

Any such roles shall be stated on the Artists' engagement contract(s).

(i) Understudy or Comprimario Roles

The YAP Artist may participate in a Category A or B production in understudy or comprimario roles as a part of their participation in the Young Artists' Program.

A YAP Artist may be engaged to understudy a role in a Category A or B production; however, in the event that they perform the role he/she must be paid not less than the amounts stipulated in Article 32:00 of this Agreement.

A YAP Artist may be engaged in a comprimario role (as noted in the agreed upon Categorization of Roles – Appendix A) in a Category A or B production provided that he/she is paid not less than the amount specified in Article 45:00 and Clause 13:06 of this Agreement for the duration of the production.

(ii) Lead or Featured Roles

A YAP Artist in his/her second Season, may, with the prior written permission of Equity, participate in a Category A or B production in featured or lead roles as a part of their participation in the Young Artists' Program. An Artist contracted to perform a featured or lead role will be compensated at the minimum fee for a performer as per Clause 13:09.

(F) Young Artists' Program Production

A Young Artists' Program production is defined as a production where the majority of the principal roles as listed on the cast list page of the score are performed by members of Young Artists' Program.

Should a Young Artists' Program production (including a touring production) be mounted the role(s) and production(s) will be clearly stated on the Artist's engagement contract(s) and shall be included in the duration of the engagement.

(G) Young Artists' Program Fees

The minimum weekly fee for an Artist in the Young Artists' Program shall be not less than as specified below:

| 2020-2021 | |
|-----------|----------|
| 2020-2021 | \$964.45 |

(H) Working Hours In Town

When working on a YAP production or projects or on a Category A or B production, the Artist may work six (6) hours per day out of a ten (10) hour span, six (6) days per week. There shall be one (1) free day in each week.

(I) Determination of Comprimario Category

"Bit" and "Supporting" categories as noted in Appendix A (Categorization of Roles) will determine the "comprimario" category.

(J) Hours of Work - Touring

Hours of work while participating in Lower Mainland Touring as outlined in Clause 44:03 shall apply with the following amendment:

A performance is defined herein as one community presentation of no more than ninety (90) minutes plus intermission.

(i) The Artist shall not be required to participate in more than seven (7) performances per week.

(ii) The Artist will not be required to participate in more than two (2) such performances per day.

(K) Scenery Handling - Touring

Scenery handling while participating in Lower Mainland Touring as outlined in Clause 44:04 shall apply.

(L) Compensation for Understudies

There will be no additional compensation above the weekly YAP rate as stated above for YAP Artists who understudy. Any understudy assignments will be stated clearly on the Artist's Engagement Contract.

(M) Termination

Article 34:00 shall apply, but in the event that mutual agreement is not reached, then either party may give four (4) weeks' written notice to the other party, and the Artist's contract shall terminate at the end of the said four-week period.

(2) YOUNG ARTISTS' PROGRAM (YAP) STAGE DIRECTOR

(A) Equivalent Training

The Young Artist Program (YAP) Stage Director shall have the same training and participation requirements as the singers with training activities including those related to stage direction.

(B) Activities

The YAP Stage Director will work with the Program Director, artistic staff and if appropriate a Directing Coach on putting together a program of scenes and excerpts which s/he would be responsible for any and all stage direction. The YAP Stage Director will also be required to prepare scene breakdowns, provide support to the creative team (as is customary) and work with the artistic staff on ensuring the artistic vision is realised.

(C) Minimum Fees

(i) YAP

The minimum weekly fee for a Stage Director for the Young Artists' Program shall be not less than as specified below:

| 2020-2021 | |
|-----------|------------|
| 2020-2021 | \$1,071.61 |

(ii) Work on Category A or B Productions

| 2020-2021 | |
|-----------|------------|
| 2020-2021 | \$1,373.80 |

A YAP Stage Director will work on Category A or B productions for a minimum of one (1) prep week, plus for rehearsals and performances.

(3) YOUNG ARTISTS PROGRAM (YAP) STAGE MANAGER

(A) Requirement for a Stage Manager

A Stage Manager will be required to be engaged for any presentations or productions that involve any of the following: staging, sets or set elements, props, costumes, make-up, etc.

(B) Minimum Fees

The minimum weekly fee for a Stage Manager for the Young Artists' Program shall be not less than as specified below:

| 2020-2021 | |
|-----------|------------|
| 2020-2021 | \$1,523.83 |

APPENDIX F SIDELETTER FOR 2020-2021 SEASON DUE TO COVID-19

Due to the global pandemic caused by COVID-19, Equity and the Vancouver Opera have agreed to a one-year rollover of the 2017-2020 Agreement. In addition to the negotiated increase to Artist's fees as represented in the 2020-2021 Agreement, the following are agreed.

(A) Casual Engagements and Concerts

Vancouver Opera may engage Artists under Clause 26:04 and/or Article 47:00 in order to provide opportunities for both the Engager and Artists to perform. It is understood that for engagements under Article 47:00 the Engager is not expected to have maintained the normal program of Category A or B repertoire, or the existing performance programs, in order to access this Article.

Minimum Fees will be based on Category A Fees in all cases except those short engagements where Clause 26:04(A)(iv) applies.

(B) Stage Management

In all cases, Stage Management staffing will be determined by the mutual agreement of the Engager and Equity. However, it is understood that for any activities where eight (8) or more Artists are engaged, activities requiring in-person rehearsal, or activities with any of the following; staging, blocking, costumes or props, an Equity Stage Manager will be engaged for the entire engagement period, plus prep days commensurate with the work required, and as negotiated with the Stage Manager. The Engager agrees to discuss each activity in advance with Equity.

(C) Engagement of Directors

The applicable minimum fee for a Director engaged for an activity taking place under Clause 26:04 or Article 47:00 shall be calculated based on the following agreed upon weekly fee.

| 2020-2021 | |
|-----------|------------|
| 2020-2021 | \$2,168.25 |

(D) Application of Agreement

Should the Engager be in a position to resume usual mainstage programming at any time during this Agreement, the full terms and conditions of the Agreement shall apply.

The engagement of Artists for Vancouver Opera in Schools (VOIS), the UBC/Vancouver Opera Pre-Professional Internship Program (PPIP), and the Young Artists' Program (YAP) will take place under the applicable terms of the Agreement.

(G) Unforeseen Circumstances.

Equity and the Engager agree to discuss any situations that arise that may not have reasonably been foreseen and further, to work collaboratively for the benefit of the Engager and the Artists.

VOA

2020 - 2021

Canadian Actors'

EQUITY

Association

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