

COA

begins July 1, 2025 | terminates June 30, 2028

Canadian Actors'
EQUITY
Association

COA CANADIAN
OPERA
COMPANY

CANADIAN OPERA AGREEMENT
2025 - 2028

Table of Contents

PREAMBLE	1
(A) Parties to the Agreement and Term of the Agreement -----	1
(B) Recognition of Equity -----	1
(C) Artists Covered -----	1
(D) Paragraph Headings -----	1
(E) Cases not Covered by this Agreement -----	1
1:00 MEMBERSHIP	1
1:01 Artist's Standing with Equity -----	1
1:02 Requirement to Join Equity -----	2
1:03 Non-Resident Artists -----	2
1:04 Membership Options (Canadian Citizens or Permanent Resident Artists) – Actors, Choreographers, Dancers, Fight Directors, and Intimacy Directors -----	2
(A) Artist Not a Member of Equity -----	2
1:05 Deductions -----	3
2:00 LAWS GOVERNING THIS AGREEMENT	3
2:01 Provincial Jurisdiction -----	3
2:02 Statutory Conflicts -----	3
2:03 Canadian Statutes -----	3
2:04 Provisions Affected -----	3
3:00 PARTIES TO THE AGREEMENT	3
3:01 Interpretive Powers of Equity -----	3
3:02 Oral and Written Interpretation -----	3
3:03 Engager Rights -----	3
3:04 Respectful Representation -----	4
4:00 DUTIES OF THE ARTIST	4
4:01 Independent Contractor -----	4
4:02 Membership in Equity -----	4
4:03 Infractions -----	4
4:04 Absences from the Engager's Point of Origin -----	4
4:05 Responsibilities of the Artist -----	4
4:06 Rules and Regulations -----	5
5:00 CONSTITUTION AND BYLAWS	5
5:01 Agreement Shall Prevail -----	5
5:02 Equity Membership -----	5
5:03 Obligation to Uphold -----	5
5:04 Discipline of Members -----	5
6:00 SPECIAL PROVISIONS	5
6:01 The AFC Collection -----	5
6:02 General or Special Membership Meetings – Privilege of Artists to Attend -----	5
6:03 Special Power to Act for Artists -----	6
(A) Authority -----	6
(B) Consent -----	6
(C) Representation -----	6
(D) Estoppel -----	6
6:04 Equity Liaisons and Representatives -----	6
6:05 Communication Committee -----	6
(A) Establishment and Purpose -----	6
(B) Composition -----	7
(C) Frequency -----	7
(D) Quorum -----	7
(E) Minutes -----	7

Table of Contents

6:06	Artists' Vote -----	7
	(A) Secret Vote -----	7
	(B) Conflict of Interest -----	7
	(C) Determination of Equity -----	7
6:07	Audition Code -----	7
	(A) Annual Auditions in Toronto -----	7
	(B) Groups -----	7
	(C) Callback -----	7
	(D) Equity Members -----	7
	(E) Notice to Equity -----	8
	(F) Casting Authority -----	8
	(G) Accompanist -----	8
	(H) Specifically Requested Material -----	8
	(I) Specific Information Provided -----	8
	(J) Venue Suitability -----	8
	(K) Dance Auditions -----	8
	(L) Sign-In Sheets -----	9
6:08	Sexual Acts and Nudity -----	9
	(A) Nudity -----	9
	(B) Sexual Acts -----	9
	(C) Written Notice and Rider -----	9
7:00	COMP TICKET POLICY	9
7:01	Dress Rehearsals -----	9
7:02	Additional Tickets -----	9
8:00	SAFE AND RESPECTFUL WORKPLACE	10
8:01	Harassment and Discrimination -----	10
8:02	COC Policies -----	11
8:03	Not in OUR Space! Program -----	11
8:04	Reporting Harassment -----	11
8:05	Requirement to Report -----	11
8:06	Termination -----	12
8:07	Dispute Between Equity and the Engager -----	12
8:08	Termination Due to Discrimination -----	12
8:09	Discrimination Due to Pregnancy or Parental Status -----	12
8:10	Discrimination for Equity Activity -----	12
9:00	BREACHES	12
9:01	Breaches by the Artist -----	12
9:02	Breaches by the Engager -----	13
9:03	Unsettled or Unliquidated Breach -----	13
10:00	CONTRAVENTION OF CRIMINAL CODE	13
10:01	Duty Not to Contravene -----	13
10:02	Duty to Report -----	13
10:03	Withdrawal from COA Engagement Contract -----	13
11:00	COMPENSATION	13
11:01	Fees Paid in Legal Tender -----	13
11:02	Payment -----	13
	(A) Payment of Fees -----	13
	(B) Payment While on Tour -----	14
	(C) Additional Services -----	14
11:03	Fees - Pro-Rated -----	14
	(A) Beginning of Engagement Period -----	14
	(B) End of Engagement Period -----	15
	(C) Pre-production Planning/Preparation Meeting -----	15
	(D) Partial Week Payment -----	15

Table of Contents

11:04	Fees - Non or Partial Payment -----	15
	(A) Non or Partial Payment -----	15
	(B) Failure to Make Payments -----	16
11:05	Additional Duties -----	16
11:06	Additional Engagement-----	16
	(A) Chorus Singer Contracted to Perform a Role -----	16
	(B) Chorus Artist Additional Assignment -----	16
	(C) Rehearsing Subsequent Engagement While in First Production ---	17
	(D) Concurrent COA Engagement Contracts -----	17
11:07	Itemized Deductions and Payments -----	17
11:08	Minimum Fees -----	17
11:09	Minimum Fees -----	18
	(A) Mainstage, Ensemble Studio and Artist Interns -----	18
	(B) Second Stage-----	19
	(C) Additional Services Rates -----	20
11:10	Per Diem -----	20
	(A) Overnight Tour -----	20
	(B) Run Out Tour -----	20
11:11	Engagement Bonus -----	20
11:12	Remittances -----	21
	(A) Equity Member Benefits -----	21
	(B) Monthly Statements -----	21
11:13	Harmonized Sales Tax -----	21
12:00	ARTISTS' CATEGORIES	21
12:01	Actor-----	21
12:02	Artist-----	21
12:03	Assistant Stage Manager -----	21
12:04	Children-----	22
	(A) Equity Membership-----	22
	(B) Without Reference to a COA Engagement Contract -----	22
	(C) Featured, Supporting, Bit, or Chorus Bit Solo Roles -----	22
	(D) Supervision -----	22
	(E) Ratios -----	23
	(F) Travel -----	23
	(G) Between Rehearsal and Performance Calls-----	23
	(H) Training-----	23
	(I) Consistency -----	23
	(J) Indemnification -----	23
	(K) Dressing Rooms -----	23
	(L) Note from School -----	23
	(M) Individual Records-----	23
	(N) Punishment Prohibited -----	23
	(O) Notification of Accidents -----	24
	(P) Parental Contact -----	24
	(Q) Vulnerable Sector Screening -----	24
12:05	Choreographer -----	24
12:06	Chorister-----	24
12:07	Cover-----	24
12:08	Dancer -----	24
12:09	Dance Captain-----	24
12:10	Dance Rehearsal Director -----	24
12:11	Ensemble Studio Artists-----	24
	(A) Artist Intern -----	24
	(B) Ensemble Studio Artist -----	24
	(C) Artist Intern Stage Director -----	25
12:12	Fight Captain-----	25

Table of Contents

12:13	Intimacy Captain-----	25
12:14	Non-Professionals-----	25
12:15	Production Stage Manager -----	25
12:16	Stage Directors and Assistant Stage Directors-----	25
12:17	Stage Manager-----	25
12:18	Supernumerary-----	25
12:19	Understudy-----	26
13:00	DEFINITIONS	26
13:01	Dress Rehearsal-----	26
	(A) Definition-----	26
	(B) Dress Rehearsal Hours-----	26
	(C) Double-Casting -----	26
13:02	Dress Rehearsal with Audiences Present -----	26
	(A) Compensation for -----	26
	(B) Non-Paying Invited Audience Present -----	26
13:03	Engagement Week-----	27
13:04	Emergency Rehearsal-----	27
13:05	Extraordinary Risk-----	27
	(A) Agreement to Perform -----	27
	(B) Definition-----	27
	(C) Determination -----	27
	(D) Responsibility of the Engager -----	27
	(E) Risk Assessment -----	28
	(F) Rider -----	28
13:06	First Public Performance -----	28
13:07	Free Day -----	28
13:08	Half-Hour Call -----	28
13:09	Onstage Intimacy -----	29
13:10	Overnight Rest Period-----	29
13:11	Performance -----	29
13:12	Performance Day -----	29
13:13	Place of Residence -----	29
13:14	Point of Origin -----	29
13:15	Presentations-----	29
13:16	Rehearsal-----	29
13:17	Rehearsal Day -----	29
13:18	Run-Through Rehearsal -----	29
13:19	School Touring -----	29
13:20	Season -----	29
13:21	Stage Fighting -----	30
	(A) Definition-----	30
	(B) Rider -----	30
	(C) Requirement for Fight Warm-Up -----	30
13:22	Technical Rehearsal-----	30
13:23	Touring -----	30
14:00	CHORUS	31
14:01	Chorus Music Preparation -----	31
	(A) Current Production-----	31
	(B) Chorus Larger than Fifty-----	31
	(C) Chorus Artist Engaged for One Production in a Mini-Season -----	31
	(D) Subsequent Production-----	31
14:02	Artist Intern -----	32
15:00	REHEARSALS	32
15:01	Commencement -----	32
15:02	Preparation for -----	32
15:03	Provision of Rehearsal Props, Costumes, Other Scenic Elements -----	32

Table of Contents

15:04	Rest Periods-----	33
	(A) During Rehearsal -----	33
	(B) Overnight Rest -----	33
15:05	Posting of Calls, Performance Schedules and Casting-----	33
15:06	Rehearsals on a Free Day-----	33
15:07	Additional Calls -----	34
15:08	Dress Rehearsals-----	34
15:09	Rehearsal Hours for Performing Artists-----	34
	(A) Opera/Operetta-----	34
	(B) Musical Theatre -----	35
15:10	Meal Breaks -----	35
15:11	Book Meeting – Stage Management-----	35
15:12	Rehearsal after Opening-----	35
	(A) Maximum Hours of Rehearsal-----	35
	(B) On a Performance Day-----	36
15:13	Understudy and Replacement Rehearsals-----	36
16:00	COSTUME FITTINGS	36
16:01	Hours-----	36
16:02	Chorus Costume Fittings-----	37
17:00	PERFORMANCES	38
17:01	Audiences Present at Rehearsal -----	38
	(A) Invited Audience -----	38
	(B) Paying Student Audience-----	38
	(C) Paying Invited Audience -----	38
	(D) Notification to Artists -----	38
	(E) Announcement Made -----	38
17:02	Performances and Presentations -----	38
	(A) Maximum Number per Week -----	38
	(B) Maximum Number per Day -----	38
	(C) Compensation -----	39
	(D) Minimum Payment for Additional Performances -----	39
	(E) Additional Performances, Artist Contracted on a Weekly Fee -----	39
	(F) Per Performance Fee-----	39
	(G) Weekly Fee-----	39
17:03	Musical Theatre -----	39
17:04	Artist in Leading Role -----	39
17:05	Provisions for a Two-Performance Day-----	39
	(A) Interval-----	39
	(B) Minimum Interval-----	40
17:06	Maximum Number of Performances in a Three Day Period -----	40
	(A) More than Five Performances in Three Days -----	40
	(B) Five Performances in Three Days-----	40
17:07	Performance on the Free Day -----	40
17:08	Notification -----	40
17:09	Call to the Theatre -----	40
17:10	Chorus Notes -----	41
18:00	COSTUMES, WIGS, SHOES AND MAKE-UP	41
18:01	Supplied by the Engager-----	41
18:02	Rental -----	41
	(A) Rental or Loan-----	41
	(B) Consent of Engager-----	41
	(C) Rider -----	41
	(D) Concert and/or Workshop Engagements-----	41
18:03	Costume and Make-up -----	42
	(A) Provision of Make-up -----	42
	(B) Restrictions While in Costume and/or Make-up -----	42

Table of Contents

18:04	Body Make-Up -----	42
18:05	Cleaning and Upkeep -----	42
18:06	Maintenance -----	42
18:07	Undergarments -----	42
18:08	Kneepads -----	42
18:09	Understudies -----	42
18:10	Hair Style or Colour -----	43
18:11	Chorus Facial Hair -----	43
19:00	SAFE AND SANITARY PLACES OF ENGAGEMENT	43
19:01	Separate Dressing Rooms -----	43
19:02	Open Air & Tent Theatres -----	43
19:03	Heating & Cooling, and Air Quality -----	43
	(A) Temperature -----	43
	(B) Acceptable Temperature -----	44
	(C) Air Quality -----	44
19:04	Arena Theatres -----	44
19:05	Blackouts -----	44
19:06	Aisles -----	44
19:07	Surfaces -----	44
19:08	Cot -----	45
19:09	First Aid Kits -----	45
19:10	Dressing Rooms -----	45
19:11	Drinking Water -----	45
19:12	Intercom -----	45
19:13	Equity's Right to Inspect -----	45
19:14	Rakes -----	45
	(A) Footwear -----	45
	(B) Risk Assessment -----	45
	(C) Extraordinary Risk Rider -----	45
	(D) Breaks -----	45
	(E) Access to Rake -----	46
19:15	Hazardous Materials -----	46
19:16	Fire Procedure -----	46
19:17	Threats to Safety -----	46
19:18	Perceived Risk -----	46
19:19	Accident and Incident Reporting -----	46
20:00	LODGING IN THE POINT OF ORIGIN	47
20:01	Responsibility of Engager -----	47
20:02	List of Lodging Available -----	47
20:03	Rates and Reservations -----	47
20:04	Alternative Lodging -----	47
21:00	TRANSPORTATION	47
21:01	Transportation of Artist by Engager -----	47
21:02	Use of Artist's Vehicle -----	48
21:03	Ground Travel to and from Airport -----	48
	(A) Expenses to and from the Terminal -----	48
	(B) Transportation to and from the Artist's Place of Residence -----	48
	(C) Reimbursement -----	48
21:04	Travel to the Point of Origin and Place of Residence -----	48
21:05	Transportation Tickets in Advance of Travel -----	48
22:00	CLAIMS	48
22:01	Waiver or Release Not Permissible -----	48

Table of Contents

23:00	PROPERTY	49
23:01	Reimbursement -----	49
	(A) Personal Property -----	49
	(B) Personal Clothing -----	49
	(C) Personal Effects -----	49
23:02	Liability of Engager -----	49
23:03	Responsibility of the Artist -----	49
24:00	SECURITY DEPOSIT (BOND)	50
24:01	Form and Amount of Security -----	50
24:02	Release of Security -----	50
24:03	Drawing Upon Security -----	50
25:00	OFFERS OF ENGAGEMENT AND ISSUANCE OF COA ENGAGEMENT CONTRACTS	50
25:01	Offers of Engagement -----	50
	(A) Offers of Engagement - Chorus -----	50
	(B) Offers of Engagement – Ensemble Studio and Artist Interns -----	50
	(C) Offers of Engagement – Stage Management, Assistant Stage Director, Assistant Choreographer -----	50
	(D) Repertoire and Engagement Dates -----	51
25:02	Issuance of COA Engagement Contract for Re-Engagement -----	51
26:00	COA ENGAGEMENT CONTRACTS	51
26:01	Right to Negotiate -----	51
26:02	Requirement to Sign -----	51
26:03	Signing -----	51
26:04	Triplicate COA Engagement Contracts -----	52
26:05	Guaranteed Period -----	52
26:06	Continuous Engagement -----	52
26:07	Effective Date -----	52
26:08	Determination of Classification -----	52
26:09	Changes and Alterations -----	52
26:10	Attempted Breach -----	53
26:11	Binding Effect of Agreement -----	53
26:12	Binding Effect of COA Engagement Contracts -----	53
27:00	ARTIST ABSENCES	53
27:01	Exclusive Service of the Artist -----	53
27:02	Other Absences -----	53
	(A) Sick Days -----	53
	(B) Bereavement/Emergency Leave -----	53
	(C) Other Leave -----	54
28:00	BILLING, PHOTOS AND PROGRAMS	54
28:01	Touring -----	54
28:02	In the Point of Origin -----	54
28:03	Replacement of Artist/Artist Leaves a Production -----	54
	(A) Notice of Replacement -----	54
	(B) Removing Name & Likeness of Artist -----	54
28:04	Promotion -----	54
	(A) Not Relative to a Specific Production -----	54
	(B) Relative to a Specific Production -----	54
28:05	Specific Provisions -----	54
28:06	Breach of Billing -----	54
28:07	Programs/Website -----	55
	(A) Program Credits & Photographs -----	55
	(B) Program Notice -----	55
	(C) Website -----	55

Table of Contents

28:08	Billing for Specific Production -----	55
28:09	Errors or Omissions -----	55
28:10	Artist No Longer Under COA Engagement Contract-----	56
28:11	Biographical Materials in Programs-----	56
	(A) Artist's Right of Approval -----	56
	(B) Inclusion of Biographies of All Artists -----	56
29:00	PHOTOGRAPH CALLS AND PUBLICITY	56
29:01	Photo Calls -----	56
29:02	Backstage Photography -----	56
29:03	Notice of Photo Calls -----	56
29:04	Availability of Artist -----	56
29:05	Nude Photographs -----	56
29:06	Use of Photographs -----	57
29:07	Use of Photographs - Special Provisions -----	57
	(A) Sale or Promotion of a Commercial Product-----	57
	(B) Production Photographs in Books -----	57
	(C) Use of Photograph by Engager's Corporate Sponsor -----	57
	(D) Use of Photograph by the Artist -----	58
	(E) Exclusive Use by the Artist -----	58
30:00	ADVERTISING OF ARTIST'S NAME	58
31:00	UNDERSTUDIES	59
31:01	Program -----	59
31:02	Musical Rehearsals -----	59
31:03	Additional Duty -----	59
31:04	Permission-----	59
31:05	Notice and Contract Period -----	59
31:06	Payment for Performances -----	59
	(A) Performance of a Lead or Featured Role -----	59
	(B) Performance of Other Roles-----	59
32:00	PERFORMANCES AND/OR REHEARSALS LOST	60
33:00	TERMINATION	60
33:01	Written Notice -----	60
33:02	Provisions for Termination -----	60
	(A) Mutual Agreement-----	60
	(B) Breaches -----	60
	(C) Just Cause -----	60
33:03	Determination of Breach -----	60
33:04	Breach Disputed -----	60
34:00	TERMINATION DUE TO ACCIDENT, ILLNESS	60
34:01	Extraordinary Risk -----	60
34:02	Termination-----	61
	(A) Illness or Non-Work Related Injuries -----	61
	(B) Production Jeopardized -----	61
	(C) Payment -----	61
34:03	Announcement -----	61
35:00	EXTENSIONS AND REOPENING OF A PRODUCTION	61
35:01	Written Agreement -----	61
35:02	Production Reopened -----	61
36:00	STAGE DIRECTORS AND CHOREOGRAPHERS	61
36:01	Royalties -----	61
	(A) Amount -----	61
	(B) Revival -----	61
	(C) Right of First Refusal -----	62

Table of Contents

36:02	Multiple Assignments -----	62
	(A) Stage Director & Choreographer -----	62
	(B) Stage Management Duties -----	62
	(C) Separate COA Engagement Contracts -----	62
36:03	Dance Captain -----	62
	(A) Duties -----	62
	(B) Requirement -----	62
	(C) Authority -----	62
36:04	Payment Schedule -----	63
36:05	Duties of a Stage Director -----	63
	(A) Duties -----	63
	(B) Availability -----	63
	(C) Promotion and Publicity Appearances -----	63
36:06	Consultation with Stage Director -----	63
	(A) Consultation Before Signing -----	63
	(B) Consultation After Signing -----	63
36:07	Billing -----	63
36:08	Duties of a Choreographer -----	63
	(A) Duties -----	63
	(B) Promotion and Publicity Appearances -----	63
	(C) Limited Movement and Dance Sequences -----	64
36:09	Assistant Stage Directors and Assistant Choreographers -----	64
	(A) Rest Period -----	64
	(B) Maximum Hours Per Week -----	64
	(C) Meal Break -----	64
	(D) Calls on the Free Day -----	64
	(E) Additional Services Fees -----	64
36:10	Duties of the Assistant Stage Director -----	64
36:11	Engagement of an Assistant Stage Director -----	64
36:12	Engagement of an Associate Stage Director -----	65
36:13	Duties of an Associate Stage Director -----	65
37:00	FIGHT DIRECTORS AND INTIMACY DIRECTORS	65
37:01	Requirement for a Fight Director -----	65
37:02	Equity Members -----	65
37:03	Pre-production Meeting -----	65
37:04	Free Day -----	65
37:05	Travel -----	65
37:06	Rehearsal -----	65
37:07	COA Engagement Contracts -----	65
	(A) Multiple Productions -----	65
	(B) Non-Continuous Engagement -----	65
	(C) Hourly -----	65
37:08	Applicable Clauses -----	66
37:09	Fight Captain -----	66
	(A) Responsibilities -----	66
	(B) Remuneration -----	66
	(C) Authority -----	66
37:10	Requirement for an Intimacy Director -----	66
37:11	Equity Members -----	66
37:12	Production Meeting -----	66
37:13	Free Day -----	66
37:14	Travel -----	66
37:15	Rehearsal -----	66
37:16	COA Engagement Contracts -----	66
	(A) Multiple Productions -----	66
	(B) Non-Continuous Engagement -----	67

Table of Contents

	(C) Hourly-----	67
37:17	Applicable Clauses-----	67
37:18	Intimacy Captain-----	67
	(A) Responsibilities -----	67
	(B) Remuneration -----	67
	(C) Authority -----	67
38:00	STAGE MANAGEMENT	68
	Preamble-----	68
38:01	Employment Benefits-----	68
	(A) Seniority -----	68
	(B) Registered Retirement Savings Plan (RRSP)-----	68
	(C) Vacation Pay -----	68
	(D) Overtime and Infringements-----	68
	(E) Employment Standards-----	69
38:02	COA Engagement Contracts-----	69
38:03	Vocal Score-----	69
38:04	Equity Stage Management-----	69
38:05	Engagement Prior to the Commencement of Rehearsals (Stage Management Prep)-----	69
	(A) Production Stage Managers, Stage Managers and Assistant Stage Managers-----	69
	(B) Small-Scale Productions -----	70
	(C) Payment for Additional Days -----	70
	(D) Concurrent Preparation-----	70
38:06	Hours of Work, Breaks and Rest Periods-----	70
	(A) Overnight Rest Period -----	70
	(B) Maximum Hours Per Week -----	70
	(C) Meal Breaks/Provision of Hot Meal-----	71
	(D) Calls on the Free Day -----	71
	(E) Span of Day-----	71
	(F) Free Period -----	71
	(G) Tracking of Overtime -----	71
38:07	Statutory Holiday -----	72
38:08	Rest Period-----	72
38:09	Staffing for Stage Management-----	72
	(A) Requirements -----	72
	(B) Staffing Formulae -----	72
	(C) Small-Scale Productions -----	72
	(D) Staffing Required for a Specific Production -----	73
38:10	Personal Leave for Stage Managers -----	73
	(A) Reduction in Pay -----	73
	(B) Approval and Procedure-----	73
38:11	Replacement Stage Management Staff -----	73
38:12	Billing -----	74
38:13	Blackouts -----	74
38:14	Rehearsal Locations-----	74
	(A) Rehearsals Moved to a New Location -----	74
	(B) Preparation Time for Rehearsals Moved to a New Location -----	74
38:15	Duties and Responsibilities of Stage Management -----	74
38:16	Calling of Rehearsals-----	74
38:17	Organization of Rehearsals and Performances -----	74
38:18	Production Score -----	75
38:19	Maintenance of Artistic and Technical Intentions -----	75
38:20	Scene Change Rehearsals and Cueing Sessions-----	75

Table of Contents

38:21	Delegation of Duties-----	75
	(A) Stage Manager Available to Production -----	75
	(B) Stage Management Scheduling -----	75
38:22	Prohibited Duties-----	75
38:23	Set-Ups, Strikes and Load-Outs -----	76
	(A) Supervision of -----	76
	(B) Overtime -----	76
	(C) Scheduling of and Responsibility for -----	76
38:24	Control of Backstage Area-----	76
38:25	Making Calls-----	76
	(A) Definition -----	76
	(B) Frequency -----	76
38:26	Selection of Stage Management Staff-----	76
38:27	Financial Responsibility -----	76
38:28	Duties of Union Members-----	76
38:29	Understudying and Performing-----	76
38:30	Responsibility of Assistant Stage Managers-----	77
38:31	Payment for Additional Duties -----	77
38:32	Moving Scenery or Equipment -----	77
38:33	Sound Levels-----	77
38:34	Apprentice Stage Manager Program -----	77
	(A) Registration -----	77
	(B) Minimum Engagement -----	77
	(C) Minimum Number of Apprentice Stage Managers -----	77
	(D) Reduction of Stage Management Staffing Prohibited -----	78
38:35	Clauses not Applicable -----	78
39:00	TOURING	78
39:01	Definition -----	78
39:02	Itinerary-----	78
39:03	Copies of Itinerary Made Available to Artist-----	78
39:04	Travel Insurance -----	78
39:05	Travel Conditions -----	78
39:06	Routes of Travel-----	79
39:07	Return to the Point of Origin -----	79
39:08	Supplied Lodging on Tour -----	79
	(A) Responsibility for Lodging-----	79
	(B) Billeting -----	79
39:09	Billing-----	79
40:00	TRANSPORTATION	79
40:01	Travel Time -----	79
	(A) Limits-----	79
	(B) Daytime Travel -----	80
	(C) Payment for Exceeding Travel Time -----	80
40:02	Route Sheet and Travel Log-----	80
40:03	Rest Period Prior to Departure -----	80
40:04	Prohibited Travel Time -----	80
40:05	Rest Period Prior to Rehearsal or Performance -----	80
40:06	Meal Provided-----	80
40:07	Tolerance for Delays -----	80
40:08	Maximum Additional Services Travel -----	81
40:09	Transportation To and From Designated Point of Departure/Arrival -----	81
40:10	Public Liability Insurance-----	81
40:11	Transportation - Rail -----	81
40:12	Air Travel-----	81
	(A) Transportation by Air-----	81
	(B) Calculation of Travel Time -----	81

Table of Contents

	(C) Time Zones -----	81
	(D) Flight Cancellations -----	81
	(E) Chartered Flights -----	82
	(F) Prohibited Night Travel -----	82
40:13	Transportation - Boat -----	82
40:14	Transportation by Commercial First-Class and Mid-Size Bus -----	82
	(A) Comfort and Safety -----	82
	(B) Replacement of Bus -----	82
	(C) Calculation of Travel Time -----	82
	(D) Comfort Stops -----	82
	(E) Meal Stops -----	82
	(F) Arrival at Destination and Travel to and from Theatre -----	83
	(G) Professional Driver -----	83
	(H) Prohibited Night Travel Time -----	83
40:15	Transportation by Van, Mini-Bus or Automobile -----	83
	(A) Mechanical Certification -----	83
	(B) Seating -----	83
	(C) Luggage and Equipment -----	83
	(D) All-Season Tires -----	83
	(E) Vehicle Maintenance -----	83
	(F) Drivers -----	83
	(G) Road Conditions and Weather -----	84
	(H) First Aid Kits and Emergency Travel Equipment -----	84
	(I) Modification -----	84
40:16	Use of Artist's Vehicle While on Tour -----	84
41:00	FOREIGN TOURING	84
	(A) Touring in the United States -----	84
	(B) Touring Outside Continental United States -----	84
	(C) Travel Health Insurance -----	84
42:00	SCHOOL TOURING AND COMMUNITY OUTREACH	85
42:01	Billing -----	85
42:02	Additional Duty -----	85
42:03	First Aid Kits and Emergency Travel Equipment -----	85
42:04	Requirement for an Equity Stage Manager -----	85
42:05	Work Week and Working Hours -----	85
	(A) Artist Deemed to be Working -----	85
	(B) Schedule Following the First Performance -----	85
	(C) Maximum Working Hours in a Week -----	86
	(D) Maximum Hours of Work in a Day -----	86
	(E) Overnight Rest Period -----	86
	(F) Notification of Touring Status -----	86
	(G) Week with In-Town and Out-of Town Performances -----	86
	(H) Maximum Number of Presentations Per Five Day Week -----	86
	(I) Take-Ins, Set-Ups, Strikes or Take-Outs -----	86
	(J) Payment for Excess Performances -----	86
	(K) Brush-Up and Cast Replacement Rehearsals -----	86
42:06	Travel -----	87
	(A) Travel by Motor Vehicle -----	87
	(B) Daily Hours of Travel -----	87
	(C) Drivers -----	87
	(D) Expense allowance -----	87

Table of Contents

43:00	ENSEMBLE STUDIO AND ARTIST INTERNS	87
43:01	Provision of Training	87
43:02	Definition: Ensemble Studio Artist	87
	(A) Training	87
	(B) Roles Stated on COA Engagement Contract	87
	(C) Role Assignment Cancelled or Changed	88
	(D) Requirement to Participate in Programs	88
43:03	General	88
	(A) Artist Deemed to be Working	88
	(B) Participation in a Regular COC Production	88
	(C) Equity Liaison Election	89
	(D) Ensemble Studio Production at the Four Seasons Centre	89
43:04	Hours In Town - Working Provisions	89
	(A) Performance of a Single Work	89
	(B) Performance of a Comprimario Role	89
	(C) Computation of Performing Time	89
	(D) Determination of Comprimario Category	89
43:05	Hours of Work - Touring	90
	(A) Performance of a Single Work	90
	(B) Performance of a Comprimario Role	90
43:06	Performance Time and Comprimario Determination	90
	(A) Computation of Performance Time	90
	(B) Determination of Comprimario Role	90
43:07	Compensation for Understudies	90
43:08	Termination	90
43:09	Free Day	90
43:10	Artist Interns	90
	(A) Activities and Programs	90
	(B) COC Ensemble Studio Engagement	91
	(C) Chorister or Soloist Engagement	91
	(D) Performer Fee	91
44:00	DISPUTE RESOLUTION AND ARBITRATION	91
44:01	Time Limits	91
44:02	Notice in Writing	91
44:03	Dispute Resolution Meeting	91
44:04	Arbitration	92
44:05	Appeal Prior to Arbitration	92
44:06	Request for a Settlement Officer or Mediator	92
44:07	Appointment of Arbitrator	92
44:08	No Modification of Agreement	92
44:09	Confidentiality of Arbitrator	92
44:10	Procedure for Arbitration	92
44:11	Costs	92
44:12	Binding Nature of Arbitration	92
44:13	Deduction on Settlement Fees	93
44:14	Equity's Power to Act for Members	93
44:15	No Recourse to a Court of Law	93
45:00	NON-COMPLIANCE WITH ARBITRATION	93
	(A) Cease Engagements	93
	(B) Payment Forthwith	93
	(C) Non-Compliance with Rulings of an Arbitrator	93
46:00	RECORDINGS FOR USE IN PRODUCTION	93
46:01	Notification to Equity	93
46:02	Artist Engaged for the Production	93
46:03	Artist Not Engaged for the Production	94
	(A) Recording of a Role in its Entirety	94

Table of Contents

	(B) Other Recording -----	94
46:04	Artist Leaving a Cast-----	94
46:05	Production Reopened after Closing -----	94
47:00	RECORDINGS FOR NON-COMMERCIAL PURPOSES	94
47:01	Recording by Third Party for Publicity Purposes -----	94
47:02	Recordings by the Engager -----	94
	(A) Provision for Recording and Notice -----	94
	(B) Use for Publicity -----	94
	(C) Internet Use of Recordings by the Engager -----	95
	(D) Extended Use -----	95
	(E) Archival Use -----	95
	(F) Use for Understudies -----	96
47:03	Use of Recordings by the Artist -----	96
48:00	RECORDINGS FOR COMMERCIAL PURPOSES	96
48:01	Notification and Permission -----	97
48:02	Artist's Rights -----	97
48:03	Intent to Record -----	97
48:04	Contractual Arrangements -----	97
	(A) Performers -----	97
	(B) Non-Performing Artists -----	97
48:05	Payments in Addition to Equity Fees -----	97
48:06	Commercial Use of a Recording Made for Non-Commercial Purposes -----	97
48:07	Recording of Regularly Scheduled Rehearsal and/or Performance -----	97
48:08	Specially Prepared Recording -----	98
	(A) Recording on a Single Performance Day -----	98
	(B) Recording on a Non-Performance Day -----	98
49:00	LIVE SIMULCAST	98
49:01	Provision for Live Simulcast -----	98
49:02	No Additional Compensation -----	98
49:03	No Capture -----	98
50:00	CONCERTS, WORKSHOP AND DEVELOPMENT ACTIVITY, AND CASUAL PRESENTATIONS	98
50:01	Promotional Concerts with No Admission Charge -----	99
	(A) Fee -----	99
	(B) Additional Services Fee -----	99
	(C) Performance Activity Fees and Requirement -----	99
50:02	When Admission is Charged and/or an Orchestra is Involved -----	100
	(A) Concerts Added to a Pre-Existing COA Engagement Contract -----	100
	(B) Concerts on a Per-Service Basis -----	100
	(C) Concerts on a Weekly Basis -----	101
	(D) Full-Length Concert Performances -----	101
50:03	Requirement for Stage Management -----	101
50:04	Point of Origin -----	101
50:05	Outside Point of Origin -----	101
50:06	Span of Day, Hours of Work, Meal Break, Number of Performances -----	101
50:07	Application Outside Point of Origin -----	101
50:08	Ensemble Studio Artists and Artist Interns -----	101
51:00	PRODUCTION / CONCERT / WORKSHOP CHECKLIST	101
52:00	PROPOSALS FOR A NEW AGREEMENT	102
APPENDIX A	Not in OUR Space! INFORMATION AND RESOURCES	103
APPENDIX B	SIDE LETTER FOR COMPUTER-GENERATED COA ENGAGEMENT CONTRACTS	103
APPENDIX C	SIDE LETTER FOR ARTIST REPRESENTATIVE AT COC BOARD MEETINGS	103

Table of Contents

APPENDIX D	SIDE LETTER FOR REMOTE RADIO BROADCAST RATES	103
APPENDIX E	CATEGORIZATION OF ROLES	104
	Preamble-----	104
(A)	Categorizations: (L = Lead, F = Featured, S = Supporting, B = Bit, CB = Chorus Bit)-----	104
(i)	Leading Role: A Major, Principal Role “(L)”-----	104
(ii)	Featured Role: A Distinct Outstanding Role Given Special Prominence “(F)”-----	104
(iii)	Supporting Role: A Secondary, Intermediate, Auxiliary Role “(S)”-----	104
(iv)	Bit Role: A Small Role “(B)”-----	104
(v)	Chorus Bit Role: A Small Role of Short Duration performed by a Chorister “(CB)”-----	104
(B)	Versions-----	105
(C)	Mute Roles (M)-----	105
APPENDIX F	SIDE LETTER ON BONUS PAYMENT	106
APPENDIX G	SIDE LETTER ON ARTISTS’ FEE PROTECTION	109
APPENDIX H	SIDE LETTER REGARDING MEMBERSHIP FOR CHILDREN	109
APPENDIX I	SIDE LETTER REGARDING SMOKE-FREE WORK ENVIRONMENT	109
	PURPOSE-----	109
	SCOPE-----	109
	GUIDELINES AND EXPECTATIONS-----	109
	DISCIPLINARY ACTION-----	109
APPENDIX J	SIDE LETTER REGARDING REGARDING ALCOHOL AND DRUG POLICY	110
	PURPOSE-----	110
	SCOPE-----	110
	DEFINITIONS-----	110
	GUIDELINES AND EXPECTATIONS-----	110
	ALCOHOL, DRUGS AND DRIVING-----	111
	MEDICATION USE (INCLUDING MEDICINAL CANNABIS)-----	111
	COMPANY/SOCIAL EVENTS-----	111
(A)	Alcohol at Events-----	111
(B)	Recreational Cannabis at Events-----	112
	DRUG OR ALCOHOL DEPENDENCY-----	112
(A)	Self-reporting-----	112
(B)	Accommodation for Employees of COC-----	112
(C)	Compliance with this Policy-----	112
	CONFIDENTIALITY-----	112
	DISCIPLINARY ACTION-----	112
APPENDIX K	SIDE LETTER REGARDING MEDICAL CANNABIS POLICY	113
	PURPOSE-----	113
	SCOPE-----	113
	GUIDELINES AND EXPECTATIONS-----	113
	ACCOMMODATION FOR EMPLOYEES OF THE COC-----	114
	DISCIPLINARY ACTION-----	114
APPENDIX L	SIDE LETTER ON CHORUS/SUPPLEMENTARY CHORUS	114
(A)	Composition of the Chorus-----	114
(B)	Supplementary Chorus-----	114
(C)	Request by a Chorus Artist to be in One Production in a Mini-Season-----	115
APPENDIX M	SIDE LETTER REGARDING RESPECTFUL, EQUITABLE AND INCLUSIVE ENVIRONMENT	115

PREAMBLE

The Canadian Opera Company 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. For productions in which Artists are to portray members of a specific racialized or underrepresented group, the Engager will make best efforts to consult with the appropriate community to determine how to respectfully create the look.

(A) Parties to the Agreement and Term of the Agreement

The Canadian Opera Agreement (hereinafter called "Agreement") made between the Canadian Opera Company (hereinafter called "Engager") and Canadian Actors' Equity Association (hereinafter called "Equity"), is in effect from July 1, 2025, to June 30, 2028.

(B) Recognition of Equity

The Engager agrees to recognize Equity as the exclusive bargaining agent of all the Artists engaged by the Engager for the purpose of collective bargaining and the administration of matters within the scope of this Agreement.

(C) Artists Covered

"Artist", as used in this Agreement, shall refer to the following persons engaged by the Engager from time to time through Canadian Opera Agreement Engagement Contracts (hereinafter called "COA Engagement Contracts") for the purpose of presenting productions/concerts/workshop and development activities and casual presentations in the performing arts and opera: Soloists, Performers (including Dancers), Ensemble Studio Artists, Apprentices, Chorus Members, Production Stage Manager, Stage Manager, Assistant Stage Manager, Stage Director, Associate Stage Director, Assistant and Apprentice Stage Director, Fight Director, Intimacy Director, Choreographer, Assistant Choreographer, and Dance Rehearsal Director.

(D) Paragraph Headings

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

(E) Cases not Covered by this Agreement

It is recognized that this Agreement covers situations between the Engager and Equity as foreseen at the time of this Agreement and that, in the future and depending on changing conditions, the Engager and Equity agree to discuss individual cases not covered by this Agreement.

1:00 MEMBERSHIP

1:01 Artist's Standing with Equity

Equity shall provide the Engager with the ability to ascertain an Artist's standing with Equity prior to issuance of a COA Engagement Contract.

If an Artist is not in good standing, the Engager shall, at Equity's written request, immediately remit the Artist's outstanding dues, joining fees and/or assessments to Equity within ten (10) business days. Such written request will be issued no sooner than two (2) weeks prior to the Artist's engagement start date.

The Engager and the Artist will agree upon an amount to be deducted weekly from the Artist's fee until the Engager is reimbursed. In the event that the Artist cancels their contract prior to receiving the first payment, Equity shall return any dues, joining fees, and/or assessments to the Engager that were paid by the Engager on the Artist's behalf, and that were not recouped from the Artist. Such remittance shall occur within ten (10) business days of the cancellation.

It is understood and agreed that the Engager will only be functionally responsible for the above deductions on behalf of Equity. Any problems encountered with respect to dues deductions must be settled by the Artist with Equity directly and not with the Engager.

1:02 **Requirement to Join Equity**

Unless otherwise provided for in this Agreement, all Artists shall be or become members of Equity.

1:03 **Non-Resident Artists**

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

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

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

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

Notwithstanding the above, the Non-Resident Permit Filing Fee does not apply to Non-Resident Artists engaged as Actors, Choreographers, Dancers, and Fight/Intimacy Directors. Equalization deductions as outlined above will apply to these Artists, however. Non-Resident Artists who joined Equity prior to July 1, 2022, will maintain their Equity membership and Equity member deductions will apply.

1:04 **Membership Options (Canadian Citizens or Permanent Resident Artists) – Actors, Choreographers, Dancers, Fight Directors, and Intimacy Directors**
(A) Artist Not a Member of Equity

In the case where an Actor, Choreographer, Dancer, Fight Director, or Intimacy Director is not a member of Equity, one of the following Clauses shall apply.

(i) **Member of Another Association**

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

(ii) **Not a Member of Another Association**

(a) **Actor, Choreographer, or Dancer**

An Actor, Choreographer, or Dancer who is not already a member of Equity or a member of another professional performing artists' association or union shall not be required to join Equity but shall be given the opportunity to do so.

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

Notwithstanding the above, a Dancer shall be required to join Equity for any engagement, or combination of engagements, in any Season in excess of ten (10) weeks.

(b) Intimacy Director or Fight Director

An Intimacy Director or Fight Director who is not already a member of Equity or a member of another professional performing artists' association or union shall not be required to join Equity but shall be given the opportunity to do so.

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

Notwithstanding the above, an Intimacy Director or Fight Director may be required to join Equity for any engagement, or combination of engagements, in any Season in excess of ten (10) weeks.

1:05 Deductions

The Engager shall deduct working dues, permit filing fees or equalization deductions as directed by Equity from the Artist's contractual fees and remit same to Equity upon receipt of an invoice from Equity in accordance with and subject to the terms and conditions of payment outlined in Clause 11:12 Remittances. The working dues deduction or equalization deduction shall be applied to the contractual fees only and not to per diem or any reasonable lodging and/or living allowances.

2:00 LAWS GOVERNING THIS AGREEMENT

2:01 Provincial Jurisdiction

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

2:02 Statutory Conflicts

If the provisions of any statute applicable to the COA Engagement Contract are in conflict with the COA Engagement Contract, then the COA Engagement Contract shall be deemed to be modified so as to comply with the statute.

2:03 Canadian Statutes

Any Clause of this Agreement illegal in Canada, or any province, territory or municipality thereof, shall not be binding therein. Any illegality in any rule or agreement shall not affect any other rule or agreement.

2:04 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.

3:00 PARTIES TO THE AGREEMENT

3:01 Interpretive Powers of Equity

Should there be any conflict between Clauses, or any basis for more than one (1) interpretation as to the meaning of them, the Executive Director of Equity has the right to determine, on behalf of the Artists, the interpretation or to resolve the conflict, and the decision shall be binding upon Equity and the Artists, subject to Article 44:00 Dispute Resolution and Arbitration.

All signatories to this Agreement shall be immediately notified of such interpretation.

3:02 Oral and Written Interpretation

The interpretation of the Agreement is the Engager's responsibility and cannot rest with Equity. Oral or telephone rulings and interpretations by Equity are binding on Equity, the Artists, and the Engager, unless disputed by the Engager. These interpretations shall be confirmed in writing by Equity to the Engager subject to Articles 9:00 and 44:00.

Written rulings or interpretations must either be approved or given by the Executive Director, or other authorized representatives of Equity.

3:03 Engager Rights

Except where abridged 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 to engage Artists (see Clause 5:02) and the right to discipline Artists for willful repudiation of their responsibilities as set out in Clauses 4:04 and 4:05, and the right to terminate COA Engagement Contracts subject to the provisions of Articles 33:00, 9:00, and 44:00.

The Engager shall have the right to make, amend, and enforce all reasonable rules and regulations which are not in violation of this Agreement.

3:04 Respectful Representation

It is acknowledged that all Artists bring their identity, history, and experience to the creative process. Where a production deals with identity-specific content, or characters outside the lived experience of the creative team, the Engager shall make best efforts to consult with DEI professionals with relevant expertise to ensure informed and respectful choices relating to representation.

The Engager will make best efforts to consult Artists who identify with racialized or historically underrepresented groups regarding their hair, makeup, wardrobe, or use of culturally or identity-specific items in the production. These conversations will be antiracist and non-discriminatory in language and tone.

The Engager shall allow for every Artist to communicate their pronouns and shall, at the request of the Artist, change all current and future employee records so that all such records use the names and/or pronouns with which they identify.

4:00 DUTIES OF THE ARTIST

4:01 Independent Contractor

Unless otherwise provided for herein, the Artist acknowledges that they are an independent contractor and are responsible for all federal and provincial taxes and other government requirements with respect to all fees payable to the Artist under their COA Engagement Contract and all riders attached thereto.

At the request of the Artist and as directed by the Artist, the Engager will make such remittances on their behalf from fees payable to the Artist.

4:02 Membership in Equity

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

4:03 Infractions

The Artist agrees to abide by all contractual obligations stated in the Artist's COA Engagement Contract and all riders attached thereto. Breaches of this agreement may subject the Artist to disciplinary proceedings in accordance with the Constitution and Bylaws of Equity.

4:04 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, such request to be stated in writing.

The Engager agrees to post this requirement on the company notice board, outlining any specific time and distance limitations.

4:05 Responsibilities of the Artist

The Artist agrees to be adequately prepared to rehearse and perform, to be prompt and punctual for rehearsals, costume calls and fittings, and to attend all rehearsals, meetings, coachings and special classes and other such official calls which are scheduled as official work time as required; to appear at the theatre as called; to pay strict regard to stage make-up and stage dress as determined by the Engager; to perform the Artist's services as reasonably directed and to conform to the score to the best of the Artist's ability; to conform to professional standards of conduct and behaviour. Under the instruction of the Stage Manager, the Artist agrees to maintain the original intent of the Stage Director throughout the run of the show; to properly care for the Artist's wigs/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.

4:06 Rules and Regulations

The Artist agrees to abide by any 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 on the company notice board at the theatre and rehearsal venue 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.

Should the Engager suffer a cost as a result of wilful non-compliance with said rules and regulations by the Artist, the Engager may invoice the Artist for all or part of the cost incurred to a maximum as specified below.

2025-2028	
Maximum	\$250.00

5:00 CONSTITUTION AND BYLAWS

5:01 Agreement Shall Prevail

It is understood and agreed that if the Constitution, Bylaws, and Policies, or other governing documents of Equity or the Engager 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.

5:02 Equity Membership

Unless otherwise provided for herein, Equity agrees that it will accept as a member of Equity any Artist the Engager wishes to engage subject to the Constitution, Bylaws, rules and regulations of Equity as they now exist or as they may hereafter be amended.

5:03 Obligation to Uphold

The Engager shall not request or require any member to do anything forbidden by the Constitution and Bylaws of Equity or by any Equity policies or Equity's authorized representatives.

Nothing contained in any COA Engagement Contract signed by any member of Equity shall be construed to interfere with the carrying out of any obligation which a member owes to Equity by reason of their membership therein.

5:04 Discipline of Members

However, notwithstanding the above, nothing herein contained shall be deemed to limit the right of Equity to suspend, expel or otherwise discipline any member or refuse to admit any non-member pursuant to the Constitution, Bylaws, and Policies of Equity.

6:00 SPECIAL PROVISIONS

6:01 The AFC Collection

The Engager shall provide for at least one (1) performance per Season during which a collection for the benefit of The AFC shall be made. The Engager shall inform Equity of the date(s) of the collection(s) performance(s).

6:02 General or Special Membership Meetings – Privilege of Artists to Attend

Provided that Equity shall have given the Engager two (2) weeks' notice in writing, the Engager's best efforts shall be made not to require the services of the Artist for rehearsals (except in cases of dress rehearsals, or rehearsals on an opening date or on the seven (7) consecutive day rehearsal period after opening) at any time when a general or special Equity membership meeting is being held within a reasonable distance of the city where the Artist is being engaged. Time off for this purpose shall not be counted as part of that day's rehearsal period. Such time off shall only be made up during the seven (7) days preceding and/or following the meeting, but not more than two (2) extra hours per day. However, if Equity does not give the Engager at least two (2) weeks' written notice of such meetings, the Engager may make up said time off up to a limit of twenty-eight (28) days following the meetings.

6:03 Special Power to Act for Artists

(A) Authority

Whenever it is provided for in any COA Engagement Contract that something may be done by an Artist:

- (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 Artists, then Equity, representing the Artist, has and is given authority to act for, and in the place of the Artist, 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 Artist without liability to itself.

(B) Consent

In all cases where by virtue of any COA 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 Artist under the Artist's COA Engagement Contract, said action to be taken on behalf of Equity in writing by the Executive Director, or a designated person authorized to act on behalf of the Executive Director.

(C) Representation

Equity may represent its Artists in a dispute which may arise with the Engager, and Equity may, at all times, represent its Artists in relation to any matter arising under any COA Engagement Contracts. When any act or request or consent of any such Artist is provided for in such COA Engagement Contract, the request, consent or approval of Equity shall, for all purposes, be deemed the consent, request, approval or act of the Artists.

(D) Estoppel

Reasons given by Equity for requiring Artists to do any act shall not preclude Equity from giving or relying on other or different valid reasons for its actions. Similarly, the Engager shall not be precluded from giving alternatively different valid reasons for its action or actions.

6:04 Equity Liaisons and Representatives

Equity Liaisons shall be elected for each production at the discretion of Equity. Equity Liaisons and Representatives of Equity shall have access to the stage and auditorium and to all Artists engaged by the Engager, inclusive of rehearsals and performances. Such Equity Liaisons and Representatives shall not interrupt or interfere with any performance or work in progress, except where the physical health and/or safety of the Artist may be in jeopardy, or in the case where unauthorized recordings and/or broadcasts are taking place.

Equity Representatives shall notify the Engager in advance of such visits, whenever possible. During visits, Equity Representatives shall consult with a representative of the Engager, the Equity Liaison and the Stage Manager of the production.

6:05 Communication Committee

(A) Establishment and Purpose

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

(B) Composition

The Communication Committee shall be comprised of, but not limited to:

- (i) a representative of the Engager's administrative staff;
- (ii) a representative of the Engager's artistic staff, if required - additional representatives of the above may be co-opted at the discretion of the Engager;
- (iii) the Equity Liaisons of the Chorus, Soloists, and Ensemble Studio, if applicable;
- (iv) a representative of Stage Management to be chosen by the Artists; and
- (v) a representative of Equity's staff by invitation of the Artist(s) or the Engager.

(C) Frequency

The Communication Committee shall meet at least one (1) time per mini-season.

(D) Quorum

It is understood that the spirit in which the Communication Committee will be established will not necessitate either a minimum or maximum number of representatives to be present in order to fulfil its mandate.

(E) Minutes

Minutes will be taken, and a copy of the minutes will be posted on the Call Board and a copy filed with Equity.

6:06 Artists' Vote

(A) Secret Vote

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

(B) Conflict of Interest

Notwithstanding any other Article in this Agreement, if the Artists determine at any meeting restricted to the Artists of the company, that the Engager or the Engager's representative has a conflict of interest the Artists may rule by secret vote that the Engager or the Engager's representative shall 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 and will only be binding on the Engager with the Engager's agreement.

(C) Determination of Equity

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, with the Engager's agreement, and on each Artist insofar as such determination does not contravene or conflict with this Agreement.

6:07 Audition Code

(A) Annual Auditions in Toronto

At least once per season, the Engager shall hold auditions in Toronto for Soloists and Choristers. The number of days of such auditions shall 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) Callback

When an Artist is required for a recall audition on the same day, that recall shall take place within two (2) hours from the time 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

Auditions must be scheduled and held for Equity members in advance of any auditions for non-Equity members. In the case of dancers required to audition in groups, auditions of Equity members shall begin before auditions for non-Equity dancers.

(E) Notice to Equity

The Engager shall notify Equity in advance of any general auditions. The Engager shall further post any general audition notices on Equity's e-Drive service and in accordance with the e-Drive guidelines.

(F) Casting Authority

At least two (2) appropriate representatives of the Engager, one (1) with casting authority, must be present at all auditions.

(G) Accompanist

The Engager shall provide an accompanist for general auditions.

(H) Specifically Requested Material

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

(I) Specific Information Provided

Where it is anticipated that a particular role or production may require unusual costume elements, difficult staging or content, extraordinary risk, or other non-standard elements, as much information as possible will be provided both prior to and during the audition process. As elements may change after this time, any additional information or updates in this regard will be provided to affected Artists who are to be engaged for the production.

(J) Venue Suitability

Whenever auditions are held in the point of origin, in places over which the Engager has control, the Engager agrees that:

- (i) audition rooms, change rooms, and waiting rooms are properly lighted, ventilated, and adhere to the provisions of Clause 19:03; and
- (ii) auditions shall not be held in any place that is not an accepted place of business (such as a hotel room, dressing room, private residence, etc.). This Clause shall not preclude one on one meetings or interviews from taking place in a public space.

(K) Dance Auditions

- (i) Either the Director, Choreographer or Assistant Choreographer or qualified representative of the Engager must be present at all dance and/or actor auditions, but in no case shall there be less than two (2) appropriate representatives of the Engager present, one (1) with casting authority. At no time shall the Artist be required to perform a pre-rehearsed or prepared dance and shall only perform such dance as is taught to the Artist by the Choreographer or Assistant Choreographer.
- (ii) Dance auditions must be conducted on approved dancing surfaces in accordance with the provisions of Clause 19:07.
- (iii) Separate change facilities (not lavatories), as required by gender, shall be made available when dance auditions are held in the point of origin in places over which the Engager has control.
- (iv) For auditions outside the point of origin, the Engager will endeavour to provide separate change facilities (not lavatories), as required by gender, for participating dancers.
- (v) Should the Director, Choreographer or Assistant Choreographer or qualified representative be unable to attend auditions in person, provision shall be made to allow the in-person auditions to be streamed via closed internet link to that person. All participants in the audition shall be made aware of such streaming twenty-four (24) hours in advance of the audition. There will be two (2) appropriate representatives present at a streamed audition.
- (vi) For the sole purposes of casting, the Engager is permitted to record dance auditions with no less than twenty-four (24) hours' written notification to the Artist(s) and to Equity, provided that all video recordings are destroyed at the end of the mainstage Season in which the audition takes place.

(L) Sign-In Sheets

Equity will provide to the Engager sign-in sheets to be completed by all Artists auditioning at general auditions. The Engager shall file a copy of the completed sign-in sheets with Equity, no less than ten (10) business days after the audition.

6:08 Sexual Acts and Nudity

(A) Nudity

Nudity is prohibited during the entire audition process.

(B) Sexual Acts

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

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

(C) Written Notice and Rider

Where nudity and/or acts of a sexual nature are required of an Artist in the course of a stage presentation, these requirements must be stipulated in the Artist's COA Engagement Contract. However, in the event that these requirements arise in the course of a rehearsal, the Artist(s) who are required to participate must sign a rider agreeing to the requirements of nudity and/or sexual acts. A copy of this rider will be filed by both Artist and Engager with Equity. The Artist is not obliged to give such consent. Should the Artist involved refuse to perform sexual acts or appear nude and should the Engager decide to replace the Artist, the Engager shall immediately pay the Artist the remainder of the fee due to the Artist under the terms of the Artist's COA Engagement Contract to the originally specified termination date, and the Artist shall have no further obligation to the Engager.

7:00 COMP TICKET POLICY

7:01 Dress Rehearsals

The Engager will provide all Artists with two (2) complimentary tickets to a dress rehearsal of each main stage opera during the mini-season in which the Artist is engaged. These tickets will be allocated on a first-come, first-served basis and only to individuals who provide their name and an e-mail address in the online form provided by the Engager. Tickets will only be sent to the e-mail address provided, and are non-transferable.

Artists who are unable to use the ticket allocation for themselves are encouraged to not sign up. However an Artist who is unable to attend a dress rehearsal because they are either performing or working in a location where they are unable to see the performance, may give their ticket allocation to an immediate family member or close personal friend such as a spouse/partner, child or boyfriend/girlfriend.

Dress rehearsal tickets may not be left at either the FSC Box Office or Stage Door.

When an Artist chooses to bring or invite a guest as part of their ticket allocation, prime consideration should be given to inviting a person who would not otherwise attend or could not normally afford to purchase a ticket.

Artists are actively encouraged to invite their own children or other students.

It is not possible to issue tickets after the sign-up deadline for popular operas. All available seats will be released to student groups on the waiting list. To avoid disappointment Artists are to submit their request as soon as possible.

Any Artist found to be abusing any of the above guidelines may have their dress rehearsal ticket privileges revoked.

7:02 Additional Tickets

The Engager will, whenever possible, extend discounted ticket offers to the Artists.

Any Artist with general ticket-related questions may email tickets@coc.ca for assistance.

8:00 SAFE AND RESPECTFUL WORKPLACE

The Engager and Equity are committed to jointly promoting a safe and healthy environment that promotes a high level of engagement and a respectful work environment. We believe that it is a shared responsibility of both parties to contribute to the continuous improvement of the workplace. We will treat everyone with dignity, courtesy and respect.

As such, we are jointly committed to creating and maintaining an environment that is free from workplace harassment, sexual harassment, discrimination and workplace violence. To support this joint commitment, we will adhere to and promote the following guidelines and practices as outlined below:

8:01 Harassment and Discrimination

Harassment is prohibited on the grounds as defined by current legislation in the jurisdiction on which the Theatre has its point of origin. However, harassment is generally understood to be:

- (A) Workplace Harassment:** engaging in a course of vexatious comment or conduct against a person in a workplace that is known or ought reasonably to be known to be unwelcome. Workplace harassment also includes sexual harassment.
- (B) Workplace Sexual Harassment:** engaging in a course of vexatious comment or conduct because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement and that person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Examples of harassment and sexual harassment include, but are not limited to:

- (a)** Making remarks, using inappropriate or unprofessional language, jokes or innuendos that demean, ridicule, intimidate, or offend;
- (b)** Bullying or aggressive behaviour
- (c)** Spreading rumours;
- (d)** Unwelcome, offensive or intimidating communications, including phone calls, e-mails or on social media platforms;
- (e)** Unwelcome gifts or attention;
- (f)** Unwanted and unnecessary touching or other suggestive physical contact;
- (g)** Inappropriate, offensive or demeaning comments with respect to gender, gender identity or perceived gender roles;
- (h)** Unwelcome and inappropriate sexual contact, leering or inappropriate staring, displaying or circulating pictures or materials in print or electronic form, sexually explicit graffiti or language, rough or vulgar humour or sexualized language, making suggestive or offensive comments regarding sexual activities.

Ordinarily, repeated comments or conduct is required to demonstrate harassment; however, single acts of sufficient severity may also constitute harassment.

Harassment may also relate to a form of discrimination on the basis of one of the following prohibited grounds in the Ontario Human Rights Code: race, ancestry, place of origin, colour, ethnic origin, citizenship, creed (religion), sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability.

A reasonable action relating to the management and direction of individuals is not considered workplace harassment.

8:02 COC Policies

The Engager shall have and maintain workplace harassment and workplace violence policies and procedures at all times. The Engager's policies and procedures shall be updated regularly and as required by law.

The Engager shall post its respective policies in a location accessible to all Artists and shall provide copies upon request. The Engager shall also reinforce its' commitment to creating and maintaining a respectful work environment by communicating this information at the beginning of the first Chorus music rehearsal and first Principal rehearsal for each production.

With a commitment to Equity, Diversity and Inclusion, the Engager will provide a space that includes continual learning and positive actions on these areas. As such, the Engager will provide training of this nature to the entire organization. The Engager will commence this training for the 2022-2023 Season.

8:03 Not in OUR Space! Program

The Engager agrees to support Equity's Not in OUR Space! Program. As such, the Engager shall make best efforts to:

- (a) Post the Not in OUR Space! materials in locations accessible to all Artists
- (b) Post Equity's Respectful Workplace Policy near the Equity posters
- (c) A representative from the Engager and a representative from Equity (Equity member engaged for the production) shall present the "Respectful Workplace Statement" at the beginning of the first Chorus music rehearsal and the first Principal rehearsal and again in the theatre/venue for each production.

8:04 Reporting Harassment

The Engager and Equity acknowledge that there are a number of possible methods by which a complaint of harassment or discrimination can be made including:

- (a) Directly addressing the alleged harasser and advising that the behaviour is unwelcome and must cease;
- (b) The complaint policy and procedure as set out in the Engager's policy; or,
- (c) The complaint process provided for in Equity's policies.

The parties agree that a complaint made to the Engager shall be appropriately investigated according to the investigation guidelines outlined in the Engager's policy and program. Equity agrees that it shall advise the Engager of any complaint made to Equity that involves a member of management. Equity and the Engager agree that it is the responsibility of the Engager to conduct an appropriate investigation based upon the investigation guidelines outlined in the Engager's policy and program for complaints made to the Engager or a complaint made that involves a member of management.

The Engager and Equity support the principles of human rights legislation including the principle that a complainant cannot be subject to a reprisal for the filing of a good faith complaint.

The Engager and Equity agree that an investigation should be conducted in a confidential manner. All reports and complaints of workplace harassment will be treated as confidential, with information being disclosed only to the limited extent necessary to protect the individuals involved, enable any investigation, take corrective action or as otherwise required by law.

8:05 Requirement to Report

If a complaint is brought forward by an Equity member, at the specific request of a non-member, or if a complaint is made against an Equity member, the Engager shall immediately advise Equity that an investigation is underway. The Engager shall share with Equity a summary report of the actions and findings.

8:06 Termination

When the results of an investigation have determined that harassment has taken place and the Engager wishes to terminate the Artist's COA Engagement Contract, and Equity is satisfied that such termination of the Artist's contract is the appropriate resolution, the Engager may do so under the provisions of Clause 33:02(B) Breaches, in order to terminate an Artists' COA Engagement Contract without further remuneration.

8:07 Dispute Between Equity and the Engager

If the Engager and Equity are in dispute with respect to any matter arising from the application of this Article, either party may refer the dispute to the dispute resolution procedures of Article 44:00.

8:08 Termination Due to Discrimination

When it is alleged that an Artist's engagement has been terminated due to discrimination as described under the Ontario Human Rights Code, the matter may be submitted to the dispute resolution provisions of Article 44:00.

8:09 Discrimination Due to Pregnancy or Parental Status

An Artist's pregnancy or parental status shall not prevent the Artist from enjoying full and equal audition and engagement opportunities. An Artist's pregnancy shall not be considered grounds for termination, unless it impinges on the artistic integrity of the production, to be mutually determined by the Engager and Equity.

8:10 Discrimination for Equity Activity

The Engager shall not dismiss or otherwise penalize any Artist for fulfilling the Artist's duties or obligations as an Equity Liaison, elected officer, or member of Equity.

Any Equity member who claims that the Engager has given the Artist notice or otherwise penalized the Artist for fulfilling the Artist's duties as an Equity member may present said Artist's case to the Executive Director of Equity who shall give the Engager the opportunity to be heard if the Engager desires to avail itself of this opportunity.

If the Executive Director of Equity is satisfied that such activities are the real cause of dismissal or of any penalty, they 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.

In the event the engagement of an Equity Liaison is terminated, the Engager will furnish the reason for this termination to both the Equity Liaison and Equity simultaneously and in writing.

Whenever an Equity Liaison is dismissed or otherwise penalized, Equity shall investigate the reasons for such dismissal or penalty. If Equity is satisfied upon investigation that said Equity Liaison was dismissed or otherwise penalized for fulfilling the Artist's duties or obligations as an Equity Liaison, the Artist's case shall be presented to the Executive Director of Equity who shall give the Engager the opportunity to be heard if the Engager desires to avail itself of this opportunity.

After said hearing, the Executive Director of Equity shall have the right to permit arbitration of the Equity Liaison's claim and to determine the character and amount of the claim submitted to arbitration.

9:00 BREACHES

9:01 Breaches by the Artist

Should the Artist, in the opinion of the Engager, breach this Agreement or the provisions of the Artist's COA Engagement Contract, then the Engager will immediately notify Equity of the said perceived breach and arrange to meet with Equity to resolve the matter.

If there is no agreement between Equity and the Engager which resolves the matter the Arbitration procedures in Article 44:00 shall apply.

9:02 Breaches by the Engager

Should the Engager in the opinion of Equity breach any of the provisions of this Agreement or the Artist's COA Engagement Contract then Equity will immediately notify the Engager of the said perceived breach and arrange to meet with the Engager to resolve the matter.

If there is no agreement between Equity and the Engager which resolves the matter the Arbitration procedures in Article 44:00 shall apply.

9:03 Unsettled or Unliquidated Breach

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.

10:00 CONTRAVENTION OF CRIMINAL CODE

10:01 Duty Not to Contravene

The Engager has a duty to all Artists to see that they are not required to be in any place where the Criminal Code of Canada and/or the Controlled Drugs and Substances Act is being contravened.

10:02 Duty to Report

Where an Artist is in any place where the Artist is required to be because of the Artist's COA Engagement Contract and the Artist has good reason to believe that any other person is committing any criminal act in that place, then the Artist shall report the Artist's reasons to the Engager and the Engager shall make adequate arrangements for the Artist 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.

10:03 Withdrawal from COA Engagement Contract

Where it has been established that the Engager failed to comply with the requirements of Clauses 10:01 and 10:02, the Artist may withdraw from the Artist's COA Engagement Contract without liability and shall be entitled to the Artist's contractual compensation. The COA Engagement Contract of any member who is convicted of contravening the Criminal Code and/or the Controlled Drugs and Substances Act may be terminated immediately without further payment, at the discretion of the Engager, Equity consenting.

11:00 COMPENSATION

11:01 Fees Paid in Legal Tender

Fees shall be paid in the legal tender of Canada.

11:02 Payment

(A) Payment of Fees

(i) Method and Timing

Payment of fees and other payments due to the Artist may be made in cash or certified cheque, company cheque or by electronic funds transfer. Payments to the Artist shall be made weekly and no later than Friday of each week.

(ii) Final Payment

The Engager shall endeavour to provide the Artist's final fee payment(s) no later than the last day of their COA Engagement Contract, and in no case later than the end of the next business day. In the case of overtime or other unanticipated fees payable to the Artist, the Engager will make payment to the Artist no later than seven (7) calendar days after the conclusion of their engagement.

(B) Payment While on Tour

(i) Payment of Per Diem Prior to Departure

If the Artist is required to leave the point of origin by virtue of the Artist's engagement, the Artist shall be paid the applicable per diem for the first week of the tour in the week prior to the tour in order to enable the Artist to cash the cheque two (2) banking days prior to leaving the point of origin.

(ii) Payment of Contractual Fee and Per Diem After Departure

While on tour, the applicable per diem shall be paid to the Artist on the pay day of the week prior to the week for which it is applicable.

While on tour, the cheque for the Artist's contractual fee shall be presented to the Artist in sufficient time to enable the Artist to cash the cheque prior to the final banking day of the week.

(iii) International Touring

In the case of international touring, payment for the Artist's contractual fee and per diem for the duration of the tour shall be presented to the Artist prior to departure with sufficient time to enable the Artist to cash the cheque prior to leaving the Engager's point of origin.

In the case of an Artist engaged on a per performance fee or a tour that is in excess of two (2) weeks, the Engager will provide payments to the Artist by electronic funds transfer in accordance with their regular payment schedule or as otherwise mutually agreed between the Engager and the Artist, provided this arrangement is consistent with the terms of this Agreement.

(C) Additional Services

(i) Invoicing for

In all cases where this Agreement specifies that the Artist is to invoice the Engager, the Engager shall automatically submit for any additional services, or other infringements, incurred on the schedule, or as otherwise required by the Engager.

(ii) Payment

The Engager shall make best endeavours to ensure payment for additional services, or any other infringements, is made in the week after it is incurred. Payment for additional services provided while on tour is due in the week following the return to the point of origin.

11:03 Fees - Pro-Rated

(A) Beginning of Engagement Period

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

(i) Consecutive

Such period must be consecutive and may not exceed four (4) days (start on Thursday or later).

(ii) No Hiatus

Such period must immediately precede a full engagement week with no hiatus in between.

(iii) Payment for Prorated Days

Payment for each such pro-rata day, including the free day, must be not less than one-sixth (1/6) of the Artist's weekly contractual fee per day.

(iv) Limited to Five Days

If the Artist is engaged for more than five (5) days, the Artist must be paid the full weekly contractual fee.

(v) Maximum of Nine Consecutive Days

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-rated basis.

(B) End of Engagement Period

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

(i) Consecutive

Such period must be consecutive and may not exceed three (3) days (end on Wednesday or sooner).

(ii) No Hiatus

Such period must immediately follow a full engagement week with no hiatus in between.

(iii) Payment for Prorated Days

Payment for each such pro-rata day including a free day, if there is one, must be not less than one-sixth (1/6) of the Artist's weekly contractual fee per day.

(iv) Limited to Four Days

If the Artist is engaged for more than four (4) days, the Artist must be paid the full weekly contractual fee.

(v) Maximum of Nine Consecutive Days

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, the day must be paid for on a pro-rata basis.

(C) Pre-production Planning/Preparation Meeting

An Artist may be engaged for less than a full engagement week for the purpose of attending a planning/preparation pre-production meeting on the following terms:

(i) Consecutive

Such period must be consecutive unless the Artist and the Engager agree otherwise; and

(ii) Payment for Prorated Days

Payment for each such pro-rata day, including the free day, must not be less than one-sixth (1/6) of the Artist's weekly contractual fee per day; and

(iii) Span of Day

The span of day shall not exceed seven (7) out of eight (8) hours; and

(iv) Week

If the Artist is engaged for more than four (4) days in an engagement week, the Artist must be paid the full weekly contractual fee.

(D) Partial Week Payment

Whenever an Artist is compensated for less than a full engagement week, the Artist shall be paid a partial week payment as specified below for each day not worked in that week. For the purpose of this Clause, an engagement week shall comprise six (6) days.

2025-2028	
Partial Week Payment	\$5.65

The partial week payment shall not apply in the case where an Artist is paid the engagement bonus pursuant to Clause 11:11.

11:04 Fees - Non or Partial Payment

(A) Non or Partial Payment

Non-payment or partial payment of fees including payment for additional services, per diem or 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 the Artist's COA Engagement Contract with the Engager, Equity consenting. However, upon application and sufficient proof by the Engager, Equity may grant the Engager a grace period not to exceed seven (7) days.

(B) Failure to Make Payments

If the Engager fails to make 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, facsimile transmission or other electronic means 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 COA Engagement Contract with the Engager.

11:05 Additional Duties

The Artist will not perform any additional duties that are not specified in the Artist's COA Engagement Contract unless the 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 fee as specified below, per week for each production in which an additional duty is required.

2025-2028	
Minimum Fee	\$199.48

11:06 Additional Engagement

(A) Chorus Singer Contracted to Perform a Role

The Chorus Singer who is also contracted to perform a generic or named role or roles listed on the cast list (face page) of the musical score shall be paid not less than the minimum fee as specified below per role per week over and above the minimum weekly fee specified in Clause 11:09.

2025-2028	
Minimum Fee	\$199.48

In the case of a named role which appears in the cast list (face page) of the musical score, the Artist will be credited in any cast listings and in the cast in the printed house programme.

(B) Chorus Artist Additional Assignment

(i) Chorus Artist Assigned to Perform or Learn a Solo Line

When a Chorus Artist is assigned a solo line or solo lines as part of an ensemble, or to learn a solo line in case they are required to perform, the Chorus Artist shall be paid an additional fee as specified below per week.

2025-2028	
Minimum Fee	\$109.70

(ii) Other Additional Assignments

Chorus Artists who perform in dance sequences, stage fighting, stage business, etc., or learn them in case they are required to perform, shall do so without any additional compensation. However, when these assignments are to be decided, the Chorus Artists will be asked for volunteers for those who would like to participate in this additional business. Should enough volunteers not step forward, then the Engager may assign the additional business to Chorus Artists.

(C) Rehearsing Subsequent Engagement While in First Production

Where the Engager offers the Artist engaged for a production or productions a subsequent engagement as a Soloist which requires the Artist to participate in staging rehearsals 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, in no event, be less than the fee specified below per week in addition to the Artist's weekly contractual fee while the Artist continues to perform or rehearse in the first production(s).

2025-2028	
Minimum Fee	\$199.48

All such arrangements shall be contained in a rider to the original COA Engagement Contract. However, this Clause does not apply to subsequent engagements which are non-consecutive and where an unpaid hiatus occurs between the original and subsequent engagements.

It is understood that the additional engagement fee applies only to those Artists whose weekly contractual fee is as specified below per week or less.

2025-2028	
Minimum Fee	\$2,094.42

(D) Concurrent COA Engagement Contracts

Where the Artist is signed to a new and separate COA Engagement Contract with the same Engager for a subsequent engagement, then the Artist may be required by the Engager to fulfil both COA Engagement Contracts fully as though the two (2) COA Engagement Contracts were for two (2) different Engagers, particularly as regards rehearsal hours and free days.

11:07 Itemized Deductions and Payments

Fee payments will include a statement setting out the following payments and all deductions, including payment period, date of payment, gross fee, goods and services tax, payments for additional services, Equity dues, and deductions and assessments as directed by Equity in accordance with Clause 11:12 Remittances.

11:08 Minimum Fees

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

11:09 Minimum Fees

(A) Mainstage, Ensemble Studio and Artist Interns

	2025-2028		
	2025-2026	2026-2027	2027-2028
Performer	\$1,465.76	\$1,509.73	\$1,555.03
Chorus Music Preparation	\$894.43	\$921.26	\$948.90
Production Stage Manager	\$2,031.20	\$2,092.14	\$2,154.90
Stage Manager	\$1,960.48	\$2,019.30	\$2,079.87
Assistant Stage Manager	\$1,512.75	\$1,573.41	\$1,663.90
Stage Director Mainstage	\$3,274.39	\$3,372.62	\$3,473.80
Stage Director	\$2,417.40	\$2,489.92	\$2,564.62
Associate Stage Director	\$1,980.76	\$2,040.18	\$2,101.39
Assistant Stage Director	\$1,788.90	\$1,842.57	\$1,897.85
Choreographer	\$2,095.76	\$2,158.63	\$2,223.39
Assistant Choreographer	\$1,497.93	\$1,542.87	\$1,589.15
Fight or Intimacy Director - hourly	\$157.88	\$162.61	\$167.49
Fight or Intimacy Director - daily	\$710.35	\$731.66	\$753.61
Fight or Intimacy Director - weekly	\$3,551.82	\$3,658.38	\$3,768.13
Dance Rehearsal Director	\$1,584.93	\$1,632.48	\$1,681.46
Artist Intern	\$1,064.69	\$1,096.63	\$1,129.53
1st Year Ensemble	\$1,293.61	\$1,332.42	\$1,372.39
2nd Year Ensemble	\$1,395.78	\$1,437.66	\$1,480.79
3rd Year Ensemble	\$1,465.76	\$1,509.73	\$1,555.03

The above fees are weekly, unless otherwise specified.

(B) Second Stage

(i) Eligibility

In the Opera Centre, or in the Four Seasons Centre for the Performing Arts excluding R. Fraser Elliot Hall, any production having a maximum weekly box office potential weekly income as specified below, shall be deemed to be a Second Stage production.

2025-2028	
Weekly Maximum	\$87,142.45

Confirmation of the weekly potential gross will be filed with Equity by the Engager by means of the Potential Box Office Statement, prior to issuing COA Engagement Contracts for Second Stage productions. COA Engagement Contracts for Second Stage productions in this location may not combine engagements in other locations and must be exclusively for individual productions.

(ii) Second Stage Minimum Fees

	2025-2028		
	2025-2026	2026-2027	2027-2028
Soloist	\$1,163.08	\$1,197.97	\$1,233.91
Chorus	\$919.01	\$946.58	\$974.97
Hourly Fee	\$76.77	\$79.07	\$81.44
Stage Manager	\$1,960.48	\$2,019.30	\$2,079.87
Assistant Stage Manager	\$1,512.75	\$1,573.41	\$1,663.90
Stage Director	\$1,916.02	\$1,973.50	\$2,032.70
Assistant Stage Director	\$1,263.35	\$1,301.25	\$1,340.28
Choreographer	\$1,662.55	\$1,712.43	\$1,763.80
Assistant Choreographer	\$1,263.35	\$1,301.25	\$1,340.28
Fight or Intimacy Director - hourly	\$123.12	\$126.81	\$130.61
Fight or Intimacy Director - daily	\$554.08	\$570.70	\$587.82
Fight or Intimacy Director - weekly	\$2,770.42	\$2,853.53	\$2,939.14
Dance Rehearsal Director	\$1,263.37	\$1,301.27	\$1,340.31

The above fees are weekly, unless otherwise specified.

N.B. Ensemble Studio Artists working at the Second Stage are governed by the provisions of Article 43:00 Ensemble Studio.

Artist Interns working at the Second Stage, unless providing services as part of an Artist Intern activity as defined in Article 43:00, shall be paid in accordance with this section.

(C) Additional Services Rates

2025-2028	
Rate 1: Per Quarter (1/4) Hour or part thereof	\$17.56
Rate 2: Per Half (1/2) Hour or part thereof	\$45.67
Rate 3: Per Half (1/2) Hour or part thereof	\$52.72

11:10 Per Diem

(A) Overnight Tour

(i) Daily Per Diem

The Artist shall be paid a daily per diem as specified below.

2025-2028	
Daily	\$93.22

(iii) Return From Overnight Tour

When the Artist is returned to the point of origin from an overnight tour, the Artist shall receive the applicable amount as specified below.

2025-2028	
Return Prior to 12:00 noon	\$18.65
Return Prior to 6:00 p.m.	\$46.61
Return After 6:00 p.m.	\$93.22

(B) Run Out Tour

(i) Run Out Per Diem

When leaving from and returning to the point of origin on the same day (run-out) and where no lodging is required, the Artist will receive the each of the applicable amount(s) as specified below.

- (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 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 6:00 p.m.

2025-2028	
Breakfast Allowance	\$18.65
Lunch Allowance	\$27.96
Dinner Allowance	\$46.61

11:11 Engagement Bonus

In addition to the negotiated contractual fee, Artists who are Canadian citizens or permanent residents and whose contractual fee exceeds the amount as specified below per week shall receive an Engagement Bonus as specified below for each week of the Artist's engagement.

2025-2028	
Fee Exceeds	\$3,075.91
Engagement Bonus	\$313.77

The Engagement Bonus shall not be pro-rated.

11:12 Remittances

(A) Equity Member Benefits

Equity provides benefits to its members, including but not necessarily limited to the provision of insurance and a group RRSP plan. In order to facilitate this, the Engager will deduct from fees payable to the Artist, and remit to Equity 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 one hundred and twenty (120) days' notice.

(i) Registered Retirement Savings Plan (RRSP) Maximum

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

2025-2028	
RRSP Deductions Maximum	\$4,203.06

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

(B) Monthly Statements

The Engager will remit the amounts deducted from the Artists' fees each month, together with a remittance advice, no later than five (5) business days prior to the end of the month.

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

Equity will send a monthly statement to the Engager, and any outstanding amounts or differences in calculation will be reconciled in the following month. Amounts outstanding after thirty (30) days from the date of the statement from Equity will be assessed a charge of two percent (2%) compounded monthly.

11:13 Harmonized Sales Tax

The aforementioned sums (Clauses 11:01 to 11:11) are exclusive of the harmonized sales tax.

12:00 ARTISTS' CATEGORIES

12:01 Actor

An "Actor" is considered to be a Soloist. The category of Actor includes any non-singing performer and includes, but is not limited to, actor, acrobat, mime, circus artist, etc.

12:02 Artist

The term "Artist" shall refer to and include all persons signed to COA Engagement Contracts pursuant to this Agreement.

12:03 Assistant Stage Manager

The "Assistant Stage Manager" works in conjunction and collaboration with the Stage Manager and is responsible for the duties outlined in Article 38:00.

12:04 Children

(A) Equity Membership

A child sixteen (16) years of age and under shall be engaged as an Equity member when performing Lead, Featured and Supporting roles as determined in accordance with Appendix E Categorization of Roles or Clause 26:08 Determination of Classification. A child engaged as a member of Equity and signed to a COA Engagement Contract, shall be subject to the full terms and conditions of the Agreement, including minimum fees, except as amended herein.

(i) Additional Hours

A child may not work in any circumstances where the payment of additional services fees in accordance with Clause 11:09(C) 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 COA 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.

(B) Without Reference to a COA Engagement Contract

A child sixteen (16) 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 COA Engagement Contract:

(i) As a Supernumerary in accordance with all the provisions governing Supernumeraries as stipulated in Clause 12:18; or

(ii) As a participant in a children's chorus as required by the opera; or

(iii) To perform a "Bit" or "Chorus Bit" solo role as dictated by the score and determined in accordance with Appendix E Categorization of Roles or Clause 26:08 Determination of Classification. In the event that a child is engaged for a "Bit" or "Chorus Bit" solo role or roles, the child shall be given the opportunity to be signed to a COA Engagement Contract.

(C) Featured, Supporting, Bit, or Chorus Bit Solo Roles

When the Canadian Children's Opera Company participates in a COC production, a child sixteen (16) years of age and under who is a member of the Canadian Children's Opera Company and is not a member of a professional performing artists' association or union may be engaged to perform a Featured, Supporting, Bit, or Chorus Bit solo role as dictated by the score and determined in accordance with Appendix E Categorization of Roles or Clause 26:08 Determination of Classification without reference to a COA Engagement Contract.

(D) Supervision

A child must, from the time of arrival at the rehearsal hall or theatre to the time they are picked up from the theatre or rehearsal hall by a parent or person authorized to receive the child, be appropriately supervised by a designated "Child Supervisor". The Child Supervisor shall not leave the child unattended at any time. When the Child Supervisor is on a break or otherwise unavailable, a suitable replacement shall be present.

(i) Definition of Child Supervisor

(a) The Engager is responsible for engaging a qualified person capable of adequately supervising the child. This duty may not be required of any Artist contracted for the production.

(b) The Child Supervisor(s) must be at least eighteen (18) years of age.

(c) The Engager will comply with provincial requirements with respect to performing background checks on Child Supervisors.

(d) The Child Supervisor must be agreed upon by the parent(s) or legal guardian(s) in writing.

(E) Ratios

There shall be at least one 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.

(F) 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.

(G) Between Rehearsal and Performance Calls

If a child is not picked up by their parent or person authorized to receive the child immediately following the first rehearsal/performance on a day with more than one (1) rehearsal/performance, the Engager shall make adequate arrangements for the child to have a break away from the venue between shows under the supervision of the Child Supervisor.

(H) Training

The Child Supervisor shall be adequately trained by the Engager, including but not limited to, instruction on Fire Drill procedures, backstage etiquette, backstage traffic and orientation of the production, facilities available for children, emergency response and who to contact and how to reach them. If an Artist is required to conduct this training, they shall invoice the Engager for the additional services at Rate 1 as specified in Clause 11:09(C) for such time.

(I) Consistency

The Engager shall use its best efforts to engage consistent Child Supervisors for the production.

(J) 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.

(K) 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.

(L) 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.

(M) 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.

(N) 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.

(O) Notification of Accidents

In the event of a child becoming ill or being injured, the Engager must ensure that at least one (1) of the child's parents (or legal guardian if applicable) is immediately notified of the situation.

(P) Parental Contact

The Engager shall at all times ensure that each child is able to make contact with their 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.

(Q) Vulnerable Sector Screening

If Child Performers are participating in a production, it will be a requirement that Artists who may be required to be alone with or who may have unsupervised access to the Child Performer during the course of the Artist's work, have a clean Vulnerable Sector Police Record Check prior to commencement of the Child Performer's engagement. Artists requiring such a check will have this outlined in their individual engagement contracts, and the Engager will cover the cost of fees associated with the Artist obtaining the check.

12:05 Choreographer

The "Choreographer" is the person engaged for the purposes of choreographing the production.

12:06 Chorister

A "Chorister" is an Artist who may sing and dance as part of a group. The Canadian Opera Company Chorus is a roster of part-time, trained professional opera singers.

12:07 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 a COA Engagement Contract.

12:08 Dancer

A "Dancer" is an Artist engaged as a Performer in a non-speaking, non-singing capacity primarily to dance.

12:09 Dance Captain

A "Dance Captain" is the Artist engaged in a production who is assigned to monitor and maintain dance choreography for the duration of the production.

If, in accordance with Article 36:00 Stage Directors and Choreographers, the Engager engages a Choreographer, and if that person is not engaged for the duration of the production, the Engager may assign a Dance Captain for the duration of the production. The offer for this role shall be made solely by the Engager. The Dance Captain shall be compensated as of when duties commence, which shall be no later than three (3) days after the first dance rehearsal. See also Clause 36:03.

12:10 Dance Rehearsal Director

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

12:11 Ensemble Studio Artists

(A) Artist Intern

An "Artist Intern" is an Artist who is engaged for a maximum of twenty six (26) weeks per season (excluding Chorus), which need not be consecutive, and the Artist Intern is involved essentially in training activities. In the event the Engager uses the Artist Intern as a Chorister, the Artist Intern will receive the applicable Chorus rate or as a Soloist at the applicable Soloist rate. (See Clause 43:10.)

(B) Ensemble Studio Artist

An "Ensemble Studio Artist" is an Artist engaged to perform and receive training for a minimum of thirty-six (36) weeks which need not be consecutive, in a season (July 1 - June 30) to a maximum of three (3) years. (See Clause 43:02.)

(C) Artist Intern Stage Director

The "Artist Intern Stage Director" is a director in training and will be engaged for a maximum twenty six (26) weeks in a season (July 1 - June 30), which need not be consecutive. Artist Intern Stage Directors will work under the supervision of professional Stage Directors. Artist Intern Stage Directors' duties will include: creating a prompt book, taking notes for the Stage Director, attending all rehearsals, attending all performances and taking notes on the performances, the giving of notes to Artists and technical staff, staging of scenes using Ensemble Studio and Artist Intern members, dramatic coaching as well as attending all training activities.

12:12 Fight Captain

A "Fight Captain" is the Artist engaged for the duration of the production to monitor stage fights. If, in accordance with Article 37:00 Fight Directors and Intimacy Directors, the Engager engages a Fight Director, and if that person is not engaged for the duration of the production, the Engager shall assign a Fight Captain for the duration of the production. The offer for this role shall be made solely by the Engager. The Fight Captain shall be compensated as of when duties commence, which shall be no later than three (3) days after the first fight rehearsal. See also Clause 37:09.

12:13 Intimacy Captain

An "Intimacy Captain" is an Artist engaged for the duration of the production to monitor onstage intimacy. If, in accordance with Article 37:00 Fight Directors and Intimacy Directors, the Engager engages an Intimacy Director, and if that person is not engaged for the duration of the production, the Engager shall, in consultation with the Intimacy Director, assign an Intimacy Captain to monitor the onstage intimacy for the duration of the production. The offer for this role shall be made solely by the Engager. The Intimacy Captain shall be compensated as of when duties commence, which shall be no later than three (3) days after the first intimacy rehearsal. If the Assistant or Associate Director is appropriately trained, they may be designated the Intimacy Captain.

An Intimacy Captain shall be trained in the specific intimacy blocking by the Intimacy Director and shall monitor that blocking to ensure its consistency over time. See also Clause 37:18.

12:14 Non-Professionals

A "Non-Professional" is defined as a person who is not a member of Equity. Non-Equity members who are members of the ACTRA, UDA or any other performing artists' association or union may not be engaged as non-professionals.

12:15 Production Stage Manager

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

12:16 Stage Directors and Assistant Stage Directors

The term "Stage Directors" and "Assistant Stage Directors" shall refer to all persons engaged for the purpose of directing and assisting in the directing of a production. Artist Intern Stage Directors may assist the Stage Director in a production.

12:17 Stage Manager

The "Stage Manager" will fulfil the duties as outlined in Article 38:00.

12:18 Supernumerary

The function of a "Supernumerary" is to provide atmosphere and/or background requiring no special theatrical skill or training. A Supernumerary may perform in limited dance sequences.

Supernumeraries may not perform in any stage combat, with or without the instruction of a Fight Director. Supernumeraries may not be given spoken or sung solo lines, or be engaged to perform Mute roles which appear as named characters in the cast list (face page) of the musical score, unless as provided for in the Categorization of Roles (see Preamble Section (C)). Supernumeraries may, however, perform generic Mute roles that are unnamed (e.g. "Guard", "Man").

Supernumeraries may not be members of Equity or of any professional performing artists' association or union and all Supernumeraries must be signed to a non-professional affidavit to be filed with Equity.

In a repertory situation an Artist may not be required to solely dress the stage in one production while performing in another production.

12:19 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).

13:00 DEFINITIONS

13:01 Dress Rehearsal

(A) Definition

A "Dress Rehearsal" is defined as a rehearsal for which the Artist is required to appear in full costume and make-up with orchestra and where the intent is to perform the work in its entirety. Where an audience is present at a dress rehearsal, the 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) Dress Rehearsal Hours

The limitation of four (4) hours of consecutive rehearsal contained in Clause 15:10 shall not apply to dress rehearsals, as defined in (A) above, whether or not an audience is present. However, should the Artists be required after 11:30 p.m., the Artist shall invoice the Engager for the additional services at Rate 1 as specified in Clause 11:09(C). Additionally, for any invasion of the overnight rest period, the Artist shall invoice the Engager for the additional services at Rate 2 as specified in Clause 11:09(C).

(C) Double-Casting

Where there are two (2) dress rehearsals, and some double casting, each double-cast Artist shall be entitled to at least one (1) dress rehearsal. In any case, the Engager will ensure that a double-cast Artist participates in no less than one (1) on-stage rehearsal.

13:02 Dress Rehearsal with Audiences Present

(A) Compensation for

Dress rehearsals for paying student audiences shall be considered as performances and performance day provisions shall apply. However, Artists on a per performance COA Engagement Contract may participate in such a dress rehearsal without additional compensation. Nevertheless, additional compensation will be payable should any Artist perform more than seven (7) performances per week as provided in Article 17:00 Performances.

(B) Non-Paying Invited Audience Present

Where a non-paying invited audience is present at a 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) Notification

The Artist is notified by means of a written notice posted on the callboard at least four (4) days prior to the dress rehearsal that such an audience will be present.

(ii) Announcement

An announcement is made to the audience that they are attending a rehearsal.

(iii) Additional Compensation for Excess Performances

Additional compensation will be payable should any Artist perform more than seven (7) performances per week as provided in Article 17:00 Performances.

13:03 Engagement Week

An "Engagement Week" is seven (7) consecutive days, Monday through Sunday.

13:04 Emergency Rehearsal

An "Emergency Rehearsal" shall mean a rehearsal necessitated by the inability of an Artist to perform the Artist's full duties due to sickness, injury, or other cause. Emergency rehearsals shall be allowed only when the Engager did not have adequate prior knowledge of the emergency in order to schedule a regular replacement rehearsal. Such emergency rehearsal in no case shall exceed the running time of the opera. No additional services fees shall apply for such emergency rehearsal unless it invades the overnight rest period or the free day. The Artist shall invoice the Engager for the additional services at Rate 2 as specified in Clause 11:09(C) if the emergency rehearsal invades the overnight rest period. The overnight rest period may be reduced by one (1) hour by the full company by secret vote.

When an emergency rehearsal is called on a free day the Artist shall invoice the Engager for the additional services at Rate 3 as specified in Clause 11:09(C). The minimum call shall be three (3) hours. Nevertheless, the emergency rehearsal shall take place within twenty-four (24) hours of the emergency or within twenty-four (24) hours of the arrival of the replacement Artist.

13:05 Extraordinary Risk

(A) Agreement to Perform

Some roles in the operatic repertoire include extraordinary risk as defined (e.g. Don Giovanni must fence). When the Artist agrees to perform such a role, an extraordinary risk rider will be attached to the COA Engagement 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 usual performance of the Artist's role, the Artist will not be required to perform said risk unless the risk is stipulated in a rider to the COA Engagement Contract.

If in the course of rehearsals or performance Stage Management personnel agree to perform an extraordinary risk, Stage Management personnel will not be required to perform said risk unless the risk is stipulated in a rider to the COA Engagement 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; the use of moving or flying set pieces when they may pose a hazard; stage fighting, the taking of dangerous leaps, falls, throws, catches, knee drops or slides; the handling of unusual live animals (including birds, fish, reptiles); working at heights in excess of six (6) feet; work on a rake where the incline is greater than one (1) inch in twelve (12) inches. 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.

(C) Determination

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

(D) Responsibility of the Engager

The Engager accepts responsibility for the safety of the Artists in the training and execution of extraordinary risks. Where required by the nature of the activity, the Engager shall engage qualified individuals for the purpose of instructing the Artists in the performance of extraordinary risks. See Article 37:00 Fight Directors and Intimacy Directors.

(E) Risk Assessment

The Engager shall provide a copy of the Risk Assessment to Equity for each production prior to the start of the production, and provide an update by the final dress rehearsal.

(F) Rider

When the Engager anticipates that the artistic nature of a production will include an extraordinary risk element, a rider clearly identifying said risk shall be executed prior to the risk being incorporated into the production. A risk assessment outlining any steps taken to mitigate the risk shall be provided by the first rehearsal. The provision of a duly-executed Extraordinary Risk Rider may also provide additional coverage for Equity members under Equity's insurance plan in the case of accident as a result of performing the Extraordinary Risk.

13:06 First Public Performance

The "First Public Performance" is the first public performance to which the public is admitted (except by invitation only).

13:07 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 for the Engager whatsoever. 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 Equity and the Artist at least seven (7) days' written notice of such a change. The Artists will receive notice of the scheduled free days for the next two (2) weeks when they receive the weekly schedule.

There shall be no more than eight (8) consecutive days between free days.

In the point of origin, the free day shall commence no later than midnight and end no earlier than nine 9:00 a.m. two (2) days later. Outside the point of origin, the free day shall begin no later than midnight, and end no earlier than 8:00 a.m. two (2) days later. Where the Engager wishes the company to travel on its designated free day, it may do so, provided that the next 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.

The Artist's free day during Christmas week shall be Christmas Day. Boxing Day (December 26) shall be a free day unless it is a performance day. If it is a performance day, the Artist shall receive December 24 as a free day. However, in no case may there be rehearsals on December 24.

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 Family Day, Victoria Day, Canada Day, the first Monday in August, and Thanksgiving Day. On Good Friday, the Artists will not be required to rehearse prior to 6:00 p.m. Stage Management Artists may be called prior to 6:00 p.m.

On New Year's Eve (December 31) all Artists must be released from rehearsal by 5:30 p.m.

The Engager will finalize and post notice of the free days for the seven (7) days prior and subsequent to Christmas Day, by November 15th.

13:08 Half-Hour Call

All performances and dress rehearsals must include a thirty (30) minute period immediately prior to the beginning of the performance to be used at the discretion of the Artist solely to prepare for performance.

13:09 Onstage Intimacy

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

An Intimacy Director will be engaged for productions/activities that involve onstage intimacy.

13:10 Overnight Rest Period

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 services or obligations for the Engager. The overnight rest period may not be less than twelve (12) hours except as provided in Clause 40:03. In the case of Stage Management personnel, the overnight rest period may not be less than eleven (11) hours except as provided in Clause 40:03.

For any invasion of the overnight rest period, the Artist shall invoice the Engager for the additional services at Rate 2 as specified in Clause 11:09(C).

13:11 Performance

A "Performance" is one (1) public performance of a running time of more than sixty (60) minutes.

13:12 Performance Day

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

13:13 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 COA Engagement Contract.

13:14 Point of Origin

The "Point of Origin" shall be Toronto, which encompasses the former municipalities of Toronto, North York, Scarborough, Etobicoke, East York and York. The point of origin shall be designated on the face of the COA Engagement Contract. While rehearsing and/or performing in the point of origin, in-town conditions shall apply. The point of origin shall remain the same for the life of the Engager.

Solely for the purposes of Clause 11:10(B), the point of origin shall also be deemed to include Markham, Richmond Hill, Oakville, Mississauga and the City of Vaughan.

13:15 Presentations

A "Presentation" is one (1) public performance of a running time of not more than sixty (60) minutes.

13:16 Rehearsal

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

13:17 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.

13:18 Run-Through Rehearsal

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

13:19 School Touring

"School Touring" is defined as the presentation of productions and/or workshops designed and presented to primary and/or secondary school audiences within the school day. See also Article 42:00.

13:20 Season

A "Season" is defined as a period from July 1 to June 30.

13:21 Stage Fighting

(A) Definition

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

Each Artist shall agree in a rider to participate in stage fighting in accordance with Clause 13:05(F). 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) Rider

An Artist who participates in a stage fight shall be signed to an Extraordinary Risk Rider in accordance with Clause 13:05(F).

(C) Requirement for Fight Warm-Up

An Artist who participates in a stage fight shall run through the routine before each performance for health and safety reasons, unless otherwise deemed unnecessary at the discretion of the Fight Director or Fight Captain due to the nature of the fight. Fight warm up can run at any time during the performance call provided the Artist gets thirty (30) minutes of uninterrupted time prior to the performance in accordance with Clause 13:08. Should the fight warm up happen immediately prior to curtain, the half-hour call shall be extended in such a circumstance to forty-five (45) minutes prior to curtain.

The Engager may call the Artist for one (1) fifteen (15) minute segment in addition to the performance call without additional compensation. That segment may be used immediately prior to or during the performance call for a fight warmup as provided for here, or intimacy run-through as provided for in Clause 17:09, or chorus warmup as provided for in Clause 15:12(B)(iii). Should more than one (1) fifteen (15) minute segment be required for an Artist, that Artist will be paid at the additional services Rate 1 as specified in Clause 11:09(C) for each additional fifteen (15) minute segment.

Any breaks required prior to the half-hour call shall not be reduced by the fight warm-up.

13:22 Technical Rehearsal

The first piano staging and/or "Piano Technical Rehearsal" will have the purpose of addressing safety, technical issues, scenery, costumes, spacing and lighting. This rehearsal is intended to achieve the smooth technical running of the production as well as address safety, including routes to get on/off stage, traffic and general orientation, and sufficient lighting shall be maintained on/off-stage for these purposes. Once a production's technical and safety needs have been addressed, it is possible for the stage director to use the remaining time to rehearse scenes. Work lights will be maintained in the wings for this rehearsal.

13:23 Touring

Whenever the Artist, while engaged by the Engager, is required by the Engager to be outside the point of origin where the production was rehearsed (as defined in Clause 13:16) for any reason for any day or portion thereof, the Artist shall be considered to be on tour and the per diem set out in Clause 11:10 shall apply.

14:00 CHORUS

14:01 Chorus Music Preparation

(A) Current Production

Chorus music preparation is a period of engagement during which members of the Chorus may be called for music rehearsals only in accordance with Clause 15:09(A)(ii). Payment for such music rehearsals is as provided for in Clause 11:09(A). There may be no staging rehearsals during this period whatsoever. Once staging rehearsals begin the Artist must be paid at no less than the regular Performer fee provided in Clause 11:09(A).

The amount of chorus music preparation time shall be sufficient for the Chorus to learn and rehearse the music prior to the first staging rehearsal. Provided that the Artist receives the score at least ten (10) weeks prior to the first music rehearsal, the Artist will be sufficiently familiar with the score to make the first music rehearsal productive. It is understood that the score will be provided by electronic means. However, the Engager will provide a hard copy by mail to any Artist who requests it. Hard copies must be provided in accordance with the timeline noted in this Clause, or within forty-eight (48) hours of the Engager receiving the Artist's request, whichever is later.

The Engager agrees to provide the Artist with the divisi at least two (2) weeks prior to the first music rehearsal. It is understood and agreed that some portion of the divisi may change for artistic reasons at the discretion of the Engager.

(B) Chorus Larger than Fifty

(See Appendix L for amendments to this Clause)

If the Engager requires a Chorus larger than fifty (50), the Engager may engage additional Choristers as follows:

(i) Equity Supplementary Chorus

For Chorus Singers from fifty-one (51) up to and including seventy-five (75), each Chorus Singer shall be paid the pro-rated hourly Equity rate, for a minimum of fifteen (15) hours per week. The minimum call shall be no less than three (3) hours except during Chorus music preparation weeks when the minimum call shall be two (2) hours. In this category each Chorus Singer shall be signed to a COA Engagement Contract and all of the conditions as set out in this Agreement shall apply.

(ii) Non-Professional Chorus

For Chorus Singers from seventy-six (76) upwards the Engager may engage non-professionals who will be signed to non-professional affidavits.

(C) Chorus Artist Engaged for One Production in a Mini-Season

A Chorus Artist engaged for only one (1) production in a mini-season, but not engaged as a Supplementary Chorister will be notified in writing that they are engaged for one (1) production, and for which production, as soon as possible, and ideally as soon after contracting as possible and prior to the timeline for the Artist to receive the score. This written notice will be provided by a member of Artistic Planning Department.

(D) Subsequent Production

(i) Choristers Engaged in Current Production

Choristers who are engaged in a production and are engaged for a subsequent production may be required to attend music rehearsals for the subsequent production during the earlier engagement.

(ii) Choristers Not Engaged in Current Production

Choristers who are not engaged in a production but are already engaged for a subsequent production may be contracted to attend music rehearsals for the subsequent production in the earlier period (as in Clause 14:01(D)(i) above) and will be paid a minimum of one-sixth (1/6) of the Chorus music preparation rate for each three (3) hour (maximum) call. The subsequent engagement is not contingent upon an Artist's availability to attend music rehearsals in the earlier period.

(iii) Supplementary Choristers

Supplementary Choristers engaged in a production and engaged for a subsequent production may be contracted to attend music rehearsals for the subsequent production in the earlier period (as in Clause 14:01(D)(i) above) and will be paid a minimum of one-sixth (1/6) of the Chorus music preparation rate for each three (3) hour (maximum) call.

(iv) Chorister Released

When a Chorister is released from a subsequent production at the Chorister's request, and a replacement is engaged, the released Chorister may, as a condition of release, be required to reimburse the Engager for the cost of the replacement to a maximum of one-sixth (1/6) of the Chorus music preparation rate per rehearsal actually attended by the replacement in the earlier period (as in Clause 14:01(D)(i) above).

(v) Replacement Artist

If the replacement Artist in Clause 14:01(D)(iv) above requests a release for a professional engagement which conflicts with the music rehearsals in the earlier period, the Engager agrees to release the replacement Artist upon the Artist's written request.

14:02 Artist Intern

An Artist Intern signed to a Chorus COA Engagement Contract may be scheduled for training, provided that the number of hours worked in a week does not exceed thirty (30).

15:00 REHEARSALS

15:01 Commencement

Rehearsals begin on the date when the Artist is first called to rehearse as specified on the Artist's COA Engagement Contract.

15:02 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 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 the rehearsals.

Except in the case of new works, the Engager shall notify the Artist of the language, translation, version, proposed cuts and dialogue, of each opera assigned at the time the COA Engagement Contract is signed. If not yet known, the Engager shall provide the Artist with all foregoing information at least six 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, following notification to Equity, the Engager may schedule special coaching outside 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 COA Engagement Contract, subject to the terms of Article 33:00.

15:03 Provision of Rehearsal Props, Costumes, Other Scenic Elements

Where the Artist will be required to work with props, costumes, or other scenic elements which may be unusual, pose a hazard or other difficulty, or require rehearsal with those elements in order for the Artist to be adequately prepared for performance, the Artist will be provided with rehearsal items (props, costumes, or other scenic elements) which, if not the actual elements, are reasonably representative of the actual elements in all aspects (size, scale, weight, etc.). The Artist will be given sufficient rehearsal time with these elements in order to be appropriately comfortable and prepared. Alternately, the Artist will be given sufficient time on stage with the appropriate props, set pieces, etc. in order to be sufficiently familiar with them prior to their first performance.

15:04 Rest Periods

(A) During Rehearsal

There shall be a five (5) minute rest period for each hour of rehearsal (or part thereof) with a minimum ten (10) minute rest period after no more than two (2) hours of rehearsal. During a three (3) hour rehearsal, a fifteen (15) minute rest period may be substituted at the end of the second hour of rehearsal. Otherwise, no rest period shall be less than ten (10) minutes in length.

During rest periods, Artists may not be required to work or provide any service whatsoever for the Engager, including costume, wig, make-up changes, and the giving of notes.

Where the rest period begins at the conclusion of work in one location, and ends at the commencement of work in a second location, the rest period shall be extended by the time required to travel between locations.

Where a rehearsal has a half-hour call, the duration of the half-hour call shall not be included in the calculation of when the rest break is to occur.

Rest periods as outlined above shall be observed at all rehearsals excluding dress rehearsals as defined in Clause 13:01(A) and run-through rehearsals as defined in Clause 13:18. The rest break during a dress rehearsal or a run-through will be taken at the usual time of intermission. However, in the case of a dress rehearsal or run-through where there are stops and starts and a full run of the production will not be possible the rest period will be at the usual time of intermission or after no more than two (2) hours, whichever is less.

(B) Overnight Rest

During the rehearsal period there must be twelve (12) hours clear between the end of one day's rehearsal and the call to work on the next day. For invasion of the overnight rest period, the Artist shall invoice the Engager for the additional services at Rate 2 as specified in Clause 11:09(C).

15:05 Posting of Calls, Performance Schedules and Casting

Detailed rehearsal schedules for all Artists, including call start and end times, free days, material to be rehearsed, etc., if known, shall be distributed by 8:00pm on Friday of each week for rehearsals in the following week. Free days for the second following week shall also be included on the weekly schedule (See Clause 13:07). It is understood this weekly schedule may change, and the confirmed 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 upon being released from rehearsal or performance. It shall be the responsibility of the Engager to notify the Artist (including Stage Management) by telephone or email of changes in the Artist's call.

If the Engager does not reach the Artist personally and the Artist does not receive the message (by phone or email) in time to reasonably make the revised call, the Artist shall not be responsible for missing the call.

The Engager shall use its best efforts to avoid changing any Artist's call for the day following the Free Day after 11:00 p.m. on the day prior to the Free Day.

In the event of double-casting, the complete cast list for an opera, operetta or musical theatre, with performance dates for each Artist, shall be posted on the callboard, 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.

15:06 Rehearsals on a Free Day

For any rehearsal on a scheduled free day or free days or days free of rehearsal as provided for in Clause 13:07, the Artist shall invoice the Engager for the additional services at Rate 3 as specified in Clause 11:09(C) and the minimum call shall be three (3) hours, whether or not the complete three (3) hour call is utilized. At least twenty-four (24) hours' notice must be given for any call on a free day.

15:07 Additional Calls

During regular rehearsals the Engager agrees 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 shall be required to rehearse in excess of three (3) hours of additional rehearsal, the Artist shall invoice the Engager for the additional services at double Rate 1 as specified in Clause 11:09(C) per hour or portion thereof, except in the case of emergency rehearsals. The Artist is forbidden to make any exception to this Clause regardless of the number of operas which appear on any single COA Engagement Contract.

In cases where the Artist reports for scheduled overtime hours, the Artist shall invoice and be paid in accordance with this Agreement for the hours scheduled, regardless of if the Artist is released prior to the end of the call.

Should the Artist be required to rehearse hours in excess of those scheduled, the Artist shall invoice and be paid for the hours worked in accordance with this Clause.

15:08 Dress Rehearsals

For all dress rehearsals, there must be a minimum half-hour call, which shall be considered part of the rehearsal time for the purposes of calculating the number of rehearsal hours, but will not be included in the calculation of when the rest break is to be taken.

However, if a dress rehearsal with orchestra is completed in less than three-and-a-half (3-1/2) hours (exclusive of the half-hour call), then the Engager may continue to rehearse in the remaining time.

15:09 Rehearsal Hours for Performing Artists

Equity and the Engager undertake to mutually agree on the classification of work within the three (3) categories of opera, operetta or musical theatre on an individual production basis.

(A) Opera/Operetta

(i) Standard Hours – Non-Chorus Artists

Artists, except for those engaged exclusively as Chorus Singers, may be required to rehearse up to six (6) hours out of a span of twelve (12) hours per day to a sum of thirty (30) hours per engagement week.

The provisions of this Clause 15:09(A)(i) shall not apply to any Artist whose fee is at least three (3) times the minimum fee stipulated in Clause 11:09, provided that the Artist is not called for more than a total of seven (7) hours out of a span of twelve (12) hours per day to a maximum of thirty (30) hours per engagement week.

For Dancers, the Engager shall endeavour to minimize the time between calls. Should an Artist be called to a single staging call within the span of one (1) day, that call may be a total of four (4) hours.

(ii) Chorus Music Preparation Hours – Chorus Singers

Chorus singers who are engaged for Chorus music preparation may be called once per day for a call not to exceed three (3) consecutive hours for a maximum of eighteen (18) hours per engagement week. Such calls shall not commence prior to 6:00 p.m. Monday through Friday, or before 1:00 p.m. on weekends.

(iii) Extended Hours – Chorus Singers

Beginning with the first staging rehearsal, Chorus Singers may be required to rehearse for a maximum of four (4) consecutive hours per day Monday to Friday. On Saturdays and Sundays, the Chorus Singers may be required to rehearse for a maximum of eight (8) hours within a span of ten (10) hours, in two (2) continuous calls of not more than four (4) hours each. Such calls shall not commence prior to 6:00 p.m. Monday through Friday, or before 1:00 p.m. on weekends.

The maximum number of hours in a rehearsal week shall not exceed thirty (30).

(iv) Chorister Engaged as a Soloist

A Chorister who is also engaged as a Soloist may rehearse for a maximum of six (6) hours per day to a total of thirty (30) hours per week. Only when the Artist is called with the Chorus present would the Artist be permitted to rehearse four (4) hours without a meal break.

(B) 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.

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-performance day. Following this fourteen-day period, there may be one (1) four-hour rehearsal call per engagement week, which may not take place on a two-performance day, or on the day following the free day. The rehearsal provisions in this Article 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 COA Engagement Contract.

15:10 Meal Breaks

There shall be a meal break of at least one (1) hour after a maximum of three (3) hours of consecutive rehearsals, except as provided for in Clause 15:09(A)(i). For any run-through rehearsals, technical rehearsals and rehearsals with orchestra, there must be a meal break of not less than one (1) hour after the four (4) hours of consecutive rehearsal, including the half-hour call. This provision shall not apply to full dress rehearsals as defined in Clause 13:01(A). Should the Engager require an Artist to rehearse or perform during a meal break, the Artist shall invoice the Engager for additional services at Rate 2 as specified in Clause 11:09(C).

15:11 Book Meeting – Stage Management

The Engager will endeavour to schedule up to three (3) hours without rehearsals on a day leading up to the final room run-through in the rehearsal hall or following the final room run for a book meeting to ensure time to talk through the elements of the production

15:12 Rehearsal after Opening

(A) Maximum Hours of Rehearsal

There may be a maximum of two (2) hours of rehearsal for a Soloist on the day the Soloist performs a leading or featured role.

Other Artists may be required to rehearse three (3) consecutive hours on a one (1) performance day. After the first public performance of the first production in a mini-season an Artist may be required to rehearse six (6) hours per day on a non-performance day provided the Artist receives the free day as provided for in Clause 13:07.

The Artist must receive a one-and-a-half (1-1/2) hour meal break between the end of the rehearsal period and the half-hour call when the rehearsal and the performance take place in the same venue, or a one-and-three-quarter (1-3/4) hour meal break between the end of the rehearsal period and the half-hour call when the rehearsal and performance take place in different venues.

The Artist may not be required to rehearse on a two-performance day except under the following conditions: on a two-presentation day where both presentations are less than one (1) hour in length, an Artist may rehearse for two (2) consecutive hours.

No Artist may be required to rehearse and/or perform in excess of thirty (30) hours per engagement week without additional compensation.

For the purpose of calculating call time in a performance week, each performance, or dress rehearsal as defined in Clause 13:01(A), shall be computed as a minimum of three-and-a-half (3-1/2) hours inclusive of the half-hour call, even if the Artist is not required for the entire performance.

For works which exceed three-and-a-half (3-1/2) hours inclusive of the half-hour call, call time shall be calculated from the Artist's call to the Artist's release. In no event may the call time be calculated as less than three-and-a-half (3-1/2) hours.

(B) On a Performance Day

The Artist may not be required to rehearse or perform any other duties during or after a performance or dress rehearsal as defined in Clause 13:01(A) except in the following circumstances:

(i) Travel After an Evening Performance

The Artist may travel after an evening performance in accordance with Clause 40:14(H).

(ii) Rehearsal Following a Matinee Performance

The Artist may rehearse following a matinee performance provided the Artist receives a one-and-a-half (1-1/2) hour meal break. Choristers may not be called for more than two (2) hours of music rehearsal following a matinee performance.

(iii) Choristers

Choristers may be required, during a performance (including the half-hour call) to rehearse vocal excerpts or excerpts from the performance for safety or artistic maintenance to a maximum of one (1) call not to exceed fifteen (15) minutes without additional payment. Should the Chorister be required during the half-hour call, it shall be immediately prior to curtain-time and the half-hour call shall be extended in such a circumstance to forty-five (45) minutes prior to curtain, such time to be added to the week's call time. The Artist shall invoice the Engager for the additional services at Rate 1 as specified in Clause 11:09(C) for any additional rehearsal time, including rehearsal for dance touch-ups or dance maintenance, required by the Engager prior to or during the performance.

(iv) Dress Rehearsals

As provided for in Clause 15:08.

15:13 Understudy and Replacement Rehearsals

The total weekly rehearsal time for understudies and replacements may not exceed the regular weekly maximum set forth in Clauses 15:09 and 15:12 and all such rehearsal time must be deducted from the regular rehearsal hours allowed during the week in which the rehearsals take place. The understudy will attend relevant rehearsals when possible; however, the understudy may not incur overtime without approval in advance from the Engager.

16:00 COSTUME FITTINGS

16:01 Hours

The Artist may be called to costume fittings up to the equivalent of a maximum of two (2) hours for each production per season per Artist without additional payment. The full duration of the costume fitting call as provided by the Engager to the Artist shall be deducted from the maximum two (2) hours, whether or not the full time is used, or the actual length of the fitting, whichever is longer. Should the fitting take longer than planned, the Artist shall be released no later than (15) minutes beyond the end of the originally scheduled call time.

The 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 be present as required unless said fitting invades the Artist's meal break or overnight rest period.

Costume fittings outside of rehearsal hours shall be scheduled at the mutual convenience of the Artist and the Engager.

The Artist shall invoice the Engager for the additional services at Rate 2 as specified in Clause 11:09(C) for any additional hours or fractions thereof spent by the Artist in costume fittings exceeding those provided for above.

Should the Artist, at the request of the Engager, attend costume fittings at a mutually convenient time prior to the engagement period for which they are contracted:

- (i) the Artist shall invoice the Engager for the additional services at Rate 1 as specified in Clause 11:09(C) (minimum one (1) hour) for the actual time of the fitting (from call to release); and
- (ii) the Artist shall be reimbursed for travel and if applicable, meal expenses, incurred to attend the fitting; and
- (iii) Clauses 16:01(i) and (ii) shall not apply to a costume fitting which is scheduled at a mutually convenient time immediately prior to, during, or immediately following rehearsal or performance of another production for which the Artist is engaged under separate COA Engagement Contract, however the time spent in such fittings shall be deducted from the total number of free costume fittings hours provided in Clause 16:01 for the subsequent production. If the Artist is required to travel to a separate location specifically for the fitting, the time spent in travel between locations shall be counted as part of the costume fitting time.

16:02 Chorus Costume Fittings

The Engager shall survey the Chorus for alternative costume fitting availability (morning, afternoon, weekend) prior to scheduling the initial costume fittings. Where it is convenient for the Artist, costume fittings may be scheduled before 6:00 p.m. on weekdays, or prior to 1:00 p.m. on weekend days. The survey must indicate that unless the Artist agrees otherwise, fittings will be scheduled after 6:00 p.m. on weekdays or after 1:00 p.m. on weekends. When the costume fittings are arranged with each Artist, at least one of the times offered shall accommodate the preferences indicated by the Artist in the survey.

The Artist engaged as a Chorus Singer may be called to costume fittings during rehearsal hours up to the equivalent of a maximum of two (2) hours per mini-season (Autumn and/or Winter and/or Spring and/or tour) without additional payment.

The Artist engaged as a Chorus Singer may, at the request of the Engager, attend costume fittings at a mutually convenient time prior to the engagement period for which they are contracted or at a mutually convenient time outside of rehearsal hours up to the equivalent of a maximum of two (2) hours per mini-season. The Artist shall receive a fitting fee as specified below, per mini-season for this service.

2025-2028	
Fitting Fee	\$177.10

The full duration of the costume fitting call as provided by the Engager to the Artist shall be deducted from the maximum two (2) hours, whether or not the full time is used, or the actual length of the fitting, whichever is longer. Should the fitting take longer than planned, the Artist shall be released no later than (15) minutes beyond the end of the originally scheduled call time.

The Artist shall invoice the Engager for the additional services at Rate 2 as specified in Clause 11:09(C) for any additional hours or fractions thereof spent by the Artist in costume fittings exceeding those provided for above.

17:00 PERFORMANCES

17:01 Audiences Present at Rehearsal

(A) Invited Audience

An audience, paying or not, may be invited to any rehearsal with orchestra, technical or dress rehearsal, and rehearsal day provisions shall apply, except as provided for in Clauses 13:01 and 13:02. However, the combination of rehearsals with audience present and performances in any one week may not exceed seven (7) (or maximum number of performances per week allowed).

(B) Paying Student Audience

A paying student audience may attend a dress rehearsal in accordance with Clause 13:02 on condition that the procedures in Clauses 13:02(A) and (B) are followed.

(C) Paying Invited Audience

A paying invited audience may attend any rehearsal (per (A) above) provided the Artist(s) engaged on a per performance basis or an Artist on a COA Engagement Contract limiting the number of performances below seven (7) per week agrees.

(D) Notification to Artists

All other Artists must be notified of the presence of an audience at rehearsals in accordance with Clause 13:02(B)(i).

(E) Announcement Made

For all rehearsals with an audience an announcement will be made in accordance with Clause 13:02(B)(ii).

17:02 Performances and Presentations

(A) Maximum Number per Week

(i) Performances

The Artist may be required to take part in not more than seven (7) performances per week for opera, and opera and operetta in repertory; and eight (8) performances per week for a continuous run of an operetta produced as a single production not in repertory, in each performance week. For performances exceeding seven (7) for opera and eight (8) for operetta (as provided above) and musical theatre, the Artist shall receive an additional payment of two-sevenths (2/7) of the weekly fee per performance.

(ii) Presentations

The Artist may not be required to take part in more than twelve (12) presentations per engagement week. For presentations exceeding this limit the Artist shall receive an additional payment of one-seventh (1/7) of their weekly fee per presentation.

(B) Maximum Number per Day

(i) Performances

The Artist may not take part in more than two (2) Performances in any one day. Furthermore, when a Performance has a running time of more than two and a half (2 1/2) hours, an Artist may not be required for any additional performance duties on that day. However, should an Artist engaged on a weekly fee perform in excess of these limits, and the second performance is provided for on their COA Engagement Contract, they shall receive an additional payment of one-fifth (1/5) of their weekly fee for the second Performance. An Artist on a per performance fee shall receive that fee for any such Performance.

(ii) Presentations

The Artist may not take part in more than two (2) Presentations in any one day.

(iii) Presentation and Performance

The Artist may take part in one (1) Presentation and (1) Performance on a single day without additional compensation provided that the running time of the Presentation is less than sixty (60) minutes and the running time of the Performance is less than two and a half (2 1/2) hours. For any activity in excess of these limits, and provided for on the Artist's COA Engagement Contract, the Artist will receive an additional payment of one-fifth (1/5) of their weekly fee.

(C) Compensation

A week's compensation shall be paid even if less than seven (7) performances are given as defined above, except in situations governed by the provisions of Clause 11:03 Fees - Pro-Rated.

(D) Minimum Payment for Additional Performances

The Artist contracted for less than seven (7) performances per week shall be paid an additional performance fee for each additional performance not covered by the Artist's COA Engagement Contract, but said rate shall not include any additional per diem.

(E) Additional Performances, Artist Contracted on a Weekly Fee

Should the Engager add a performance which is not specified on the Artist's original COA Engagement Contract, and in the case where the added performance is on a day with no other performances, or in the case where the added performance is on a day with one (1) other performance and both performances have a running time of less than two and a half (2 1/2) hours, additional compensation must be negotiated with the Artist of not less than one-seventh (1/7) of the Artist's weekly contractual fee. In the case where the performance is added to create a two-performance day, and the running time of either performance is more than two and a half (2 1/2) hours, the provisions of Clause 17:02(B)(i) shall apply.

(F) Per Performance Fee

The per performance fee for the Artist contracted on a weekly fee shall be calculated by dividing the number of contracted performances per week, in the week with the most performances, into the weekly fee.

(G) Weekly Fee

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

17:03 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 specifically negotiated with each Artist and stated on the Artist's COA Engagement Contract, otherwise the Artist may not be required to perform an eighth performance. Clause 17:04 below will not apply if the schedule of performances is negotiated and stipulated on the Artist's COA Engagement Contract.

17:04 Artist in Leading Role

Except for presentations of one (1) hour or less, the Artist contracted for a lead role or roles in opera or operetta may not take part in two (2) performances on the same day. The Artist contracted for a lead role or roles in musical theatre may take part in two (2) performances on the same day.

17:05 Provisions for a Two-Performance Day

(A) Interval

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

(B) Minimum Interval

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. Nor shall the break prior to the half-hour call between performances and a previous rehearsal be less than one-and-a-half (1-1/2) hours.

17:06 Maximum Number of Performances in a Three Day Period

(A) More than Five Performances in Three Days

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 fee 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) for each such performance.

(B) Five Performances in Three Days

If five (5) performances are done in any three (3) day period the Artist shall be paid two-sevenths (2/7) of the Artist's fee for each performance in excess of seven (7) in the week in which this occurs.

17:07 Performance on the Free Day

In an emergency only, and with the agreement of the Artist, the Artist may perform on their free day, on the condition that the Artist is paid not less than two-sevenths (2/7) of the applicable minimum weekly fee as expressed in Clause 11:09.

17:08 Notification

The Artist will be notified at least twenty-four (24) hours in advance of any change in the performance schedule, except in an emergency situation where the Engager did not have adequate prior knowledge of the emergency.

17:09 Call to the Theatre

The term "Special Makeup" shall mean makeup which is specific to the requirements of a production and which is applied by a makeup artist. Special makeup requires more time to apply than would usually be expected during the Artist's half-hour (1/2) call. Special makeup is makeup which is more complex than conventional stage makeup and may include the application of prosthetics, bald pates, or full body make-up.

The call to the theatre for all performances and rehearsals in costume shall be thirty (30) minutes prior to curtain time (see Clause 13:08). Any additional time required by the Engager prior to a rehearsal in costume shall be part of the regular rehearsal time and the Artist shall invoice the Engager for the additional services at Rate 1 as specified in Clause 11:09(C) for any additional rehearsal time required by the Engager prior to the curtain for performances, except as provided for in Clause 15:12(B).

Where additional time is required to apply special make-up, an individual Artist may be called sixty (60) minutes prior to curtain time. The Artist shall invoice the Engager for the additional services at Rate 1 as specified in Clause 11:09(C) for any make-up call in excess of thirty (30) hours of work time per week.

Where additional time is required to apply special character or other special make-up for members of the Chorus, an individual Artist may be called sixty (60) minutes prior to curtain time and no additional services fees shall be payable in such instances unless the thirty (30) hours of work time per week is exceeded. The Artist shall invoice the Engager for the additional services at Rate 1 as specified in Clause 11:09(C) if the Artist is not released within three-and-a-half (3-1/2) hours of the special make-up call. The requirement for an Artist's preparation prior to the special hair and make-up call is prohibited.

Where the Engager can further demonstrate to Equity that the special make-up call can be completed in less than sixty (60) minutes, including the Artist's half-hour, the special make-up call may be combined with the fifteen (15) minute note session as provided for in 15:12(B)(iii). No additional services fees shall be payable provided the note session occurs immediately prior to curtain-time and the total combined call does not exceed sixty (60) minutes.

If there is more than one (1) presentation scheduled within a three (3) hour time span there must be a half (1/2) hour rest period between each one (1) hour presentation or a fifteen (15) minute rest period between each half (1/2) hour presentation.

Where there are two (2) presentations on a day, not within a three (3) hour time period, the rest period between the presentations must be a minimum of one (1) hour.

Additionally, should the costume and make-up requirements be such that it reasonably takes longer than fifteen (15) minutes for the Artist to change into personal attire following the performance, the Artist shall invoice the Engager for the additional services at Rate 1 as specified in Clause 11:09(C) for each additional fifteen (15) minutes or part thereof as required.

17:10 Chorus Notes

During the performance period, notes provided to the Chorus shall be made available in writing in the binders in the Chorus dressing rooms. These notes shall be provided not later than thirty (30) minutes prior to the chorus warm-up, provided the provisions of Clause 27:02(A) have been met.

In addition to the written notes above, Assistant Directors and Stage Managers may also distribute chorus notes by email. This email will be sent no earlier than forty-five (45) minutes prior to the chorus warm-up, provided the provisions of Clause 27:02(A) have been met.

It is the responsibility of the Artist to review either the notes in the binder or the email.

18:00 COSTUMES, WIGS, SHOES AND MAKE-UP

18:01 Supplied by the Engager

The Engager agrees to supply all Artists with all costumes (including performance tights and hose), wigs, character shoes and shoes for dancers for all performances and rehearsals, as required by the Engager. All costume elements as specified herein shall be made available to the Artist prior to the dress rehearsals as specified in Clause 13:01(A).

18:02 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 unless the terms of the rental or loan are stated in the Artist's COA Engagement Contract of engagement. Any 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 the 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 COA Engagement Contract 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 23:01.

(D) Concert and/or Workshop Engagements

Notwithstanding the provisions of Clause 18:02(A), the Artist may be required to provide such standard apparel as the Artist may possess for use in concert and/or workshop engagements without additional remuneration provided that the conditions specified in Clause 18:02(A) and 18:02(C) have been fulfilled. In addition, the Engager agrees to reimburse the Artist for the reasonable cleaning costs of the Artist's apparel used in such concerts and/or workshops upon presentation of receipts and to repair or replace such article of apparel if damaged or lost up to the maximum as specified below.

2025-2028	
Maximum	\$2,558.99

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

2025-2028	
Maximum	\$2,558.99

18:03 Costume and Make-up

(A) Provision of Make-up

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

A conventional make-up kit consists of the following: foundation/base, mascara (waterproof), neutral eye shadow, eye pencil, eyebrow pencil, neutral and brighter red lip and cheek colour, translucent face powder/setting powder, highlight and contour, and application tools as needed.

All make-up should be appropriate to the Artist's features.

(B) Restrictions While in Costume and/or Make-up

The Artist may not eat, drink (except water) or smoke while in costume and/or make-up.

18:04 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 up to the maximum as specified below, per week. 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.

2025-2028	
Maximum	\$170.59

While on tour, the Engager will carry the Artist's make-up and luggage from point to point except in case of emergency.

18:05 Cleaning and Upkeep

The Artist's personal wardrobe or hairpiece(s) used in an engagement as per Clause 18:02 will be cleaned without cost to the Artist. The Engager will return the personal wardrobe and/or hairpiece(s) in a clean and sanitary condition after the last performance.

18:06 Maintenance

All wigs, hairpieces and costumes to be worn by the Artist(s) shall be maintained in a safe, clean, and sanitary condition.

18:07 Undergarments

Stockings, shirts, 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 and the Engager mutually agree that such laundering is 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.

18:08 Kneepads

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

18:09 Understudies

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

18:10 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 COA Engagement Contract. The Engager shall pay for the expense of changing the colour and/or style and of its upkeep 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 should the Artist suffer any permanent loss or damage to the Artist's hair as a result of a required change in colour and/or style in the first place and/or subsequent restoration provided that restoration of the style is not simply a matter of the hair growing back to its original condition, then the Engager shall continue to pay the Artist's weekly contractual fee until the hair and/or its former colour is restored, but for a period not to exceed fifty-two (52) weeks beyond the conclusion of the Artist's COA Engagement 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.

18:11 Chorus Facial Hair

Should it be desired for a Chorus Artist to change their facial hair for a production, a conversation will be held with the Chorus Artist as soon as possible and no later than at the time of the costume fitting. The Engager's request shall not be unreasonably denied, however, where a Chorus Artist is not in a position to change their facial hair, the Engager will endeavour to accommodate the Artist.

19:00 SAFE AND SANITARY PLACES OF ENGAGEMENT

The Engager agrees to provide the Artist with safe and sanitary places of engagement. The Engager further agrees that it is subject to the health and safety standards established by the Province of Ontario. The Engager agrees that the Safety Guidelines for the Live Performance Industry in Ontario provide a basis of acceptable health and safety standards, by which the provisions of this Article 19:00 are to be interpreted.

The Engager will do everything reasonably possible to adhere to the standards specified in Article 19:00. However, it is recognized that there may be circumstances in which it is completely beyond the Engager's power to adhere to these standards in every respect. Nevertheless, the Engager agrees that the physical health and/or safety of the Artist will not be jeopardized.

19:01 Separate Dressing Rooms

The Engager agrees to provide the Artist with safe and sanitary places of engagement. There will be separate dressing rooms as required by gender, and these rooms and the stage will be cleaned 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. 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.

19:02 Open Air & Tent Theatres

In all open-air and tent theatres, the Engager shall make available covered rehearsal space meeting the requirements of this Article.

19:03 Heating & Cooling, and Air Quality**(A) Temperature****(i) Dressing Rooms**

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 maintained at a temperature similar to that of the auditorium. 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.

(ii) Rehearsal Hall and Theatre

The Engager will ensure that the theatre, rehearsal hall, stage and wings of the stage, dressing rooms, and any space where the Artists are required to rehearse or perform shall be within the acceptable temperature parameters as 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 or cooling system and the temperature being acceptable will vary from theatre to theatre. However, acceptable temperature in dressing rooms must be achieved at least two (2) hours before curtain time.

(B) Acceptable Temperature

- (i) The Artist may not be required to rehearse or perform indoors where the temperature is less than 18 degrees Celsius (18°C), or more than 30 degrees Celsius (30°C);
- (ii) The Artist may not be required to rehearse or perform outdoors where the temperature is less than 18 degrees Celsius (18°C), or more than 32 degrees Celsius (32°C); and
- (iii) For the purposes of (i) and (ii) above, the governing temperature shall be taken one-half (1/2) hour prior to the commencement of performance or rehearsal.

(C) Air Quality

Artists shall not be required to provide services in any location where the air quality has been deemed unsafe by the local, regional, or federal authority, or where unsafe exterior air quality conditions have impacted interior air quality.

19:04 Arena Theatres

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 levelling device must be provided.

19:05 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.

19:06 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.

19:07 Surfaces

Artists shall not be required to dance on concrete or marble floors. Neither shall Artists be required to rehearse or perform on any other surface which is unsafe or may be the cause of an injury to an Artist. The Stage Manager and the Equity Liaison will consult with the Engager or the Engager's representative (if available) if it appears that the performing surface is unsafe or may be the cause of an injury to an Artist. The Stage Manager, Equity Liaison, and Engager's representative and a dancer chosen by the dancers to represent them, if dance is involved, shall consult with Equity to determine whether or not the rehearsal or performance can take place in a safe manner.

In an emergency where a representative of Equity cannot be reached, this determination may be made without consultation with Equity provided that Equity is informed of the situation as soon as possible.

The Engager and Equity agree to consult with each other if it appears a raked stage is unsafe or may cause injury to an Artist in order to arrive at a decision to protect the physical safety of the Artists involved. For the purposes of this Clause an unsafe rake shall be considered to be one that exceeds an incline of one (1) inch per twelve (12) inches.

Prior to the construction of any raked stage where the incline 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. See also Clause 19:14.

- 19:08 Cot**
The Engager shall provide a cot for any Artist who may become ill during a rehearsal or performance.
- 19:09 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.
- 19:10 Dressing Rooms**
Dressing rooms (except quick-change booths) shall be of permanent type, and shall not be only under canvas.
- 19:11 Drinking Water**
Ample cool drinking water shall be provided wherever the Artist is required to rehearse or perform.
- 19:12 Intercom**
An intercom system between the stage area and dressing rooms shall be installed in all theatres in which the performance from the stage is not clearly audible in the dressing rooms, failing which the Engager will ensure that the Artists are advised of their calls throughout the performance.
- 19:13 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, the Executive Director of Equity may certify the facilities as unauthorized for rehearsals, for performances, or both, as the Executive Director of Equity may determine. 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.
- 19:14 Rakes**
- (A) Footwear**
Artists shall not be required to wear footwear with a heel in excess of one and a half (1 1/2) inches in height and with a surface area at the floor of less than one (1) inch on any rake with an incline greater than one (1) inch per twelve (12) inches.
- (B) Risk Assessment**
Whenever a rake is used as a playing surface, a formal assessment of the associated risks must be undertaken and be made available to Equity upon request. Such assessments shall be made at both the design and final phase of a production.
When assessing the level of risk the following factors shall be considered: length of time spent on the rake, movement on the rake, costume elements, surface, fight or dance choreography, footwear, length of run, and incline.
- (C) Extraordinary Risk Rider**
All Artists rehearsing or performing on a rake shall have an extraordinary risk rider attached to their COA Engagement Contract outlining the details of the rake and the action that will take place on it. (See Clause 13:05(F)).
- (D) Breaks**
In addition to regular breaks provided for elsewhere in this Agreement, Dancers, or other performers, required to dance on a rake shall receive at least five (5) minutes inside each hour of rehearsal off the rake when performing dance choreography. This time need not be free from service, but may not involve any work on the rake. Artists shall have access to an unraked or counter-raked surface at all times.

(E) Access to Rake

All Artists shall have access to a section of the completed rake in the rehearsal process no later than one (1) rehearsal day before the first onstage technical rehearsal. Should the production be new or new to the Engager's repertoire the Artist shall have access to the full rake no less than one (1) rehearsal day before the first onstage technical rehearsal.

During the run of the production, the Engager shall ensure that the Artist has access to onstage rakes for at least ten (10) minutes prior to fight call or the half-hour call for warm-ups.

19:15 Hazardous Materials

The Engager will ensure, to the best of its knowledge, 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 written recommendation of a physician, the Artist may cease rehearsing and/or performing until the use of the chemical agent is discontinued.

In the event that the Engager is dissatisfied with the medical diagnosis of the Artist's physician, the Engager may require the Artist to obtain a second opinion. The Engager shall bear any cost associated with obtaining the second opinion. In the event that an Artist is unable to continue rehearsals or performances, the Artist's COA Engagement Contract may be terminated in accordance with Clause 34:01.

19:16 Fire Procedure

The Engager shall arrange for at least one (1) fire procedure orientation per production in each location in which Artists are working under this Agreement's COA Engagement Contracts. The location of fire exits, fire extinguishers and emergency procedures will be announced to the Artists by the Stage Manager. The Engager shall provide Stage Management with a fire procedure list for all said locations. A copy of the fire procedure list will be prominently posted in each of those locations by the first day of rehearsals. The Stage Manager will ensure that the provisions of this Clause are followed without interfering with the rehearsal process or incurring additional services fees.

19:17 Threats to Safety

In a situation where there is a threat to the safety of the Artist or place where the Artist is required to be, by reason of fire, acts of God, acts of the public enemy, and similar causes, the Artist may immediately cease all work and remove to a place of safety. The Artist may not return until the Artist has been assured to the Artist's satisfaction that the appropriate public authority (e.g. police, fire department, health authorities) has dealt with the situation and has authorized the continuation of work.

19:18 Perceived Risk

Whenever the Artist perceives a risk to their health and/or safety, the Artist shall immediately report said risk to the Stage Manager and the Equity Liaison. The Artist shall not be required to proceed with any work involving said risk until such time as the situation is resolved, or until the Stage Manager and Engager jointly have deemed that no such risk exists.

19:19 Accident and Incident Reporting

When an Artist is involved, the Engager shall file with Equity reports of all accidents or incidents that result in, or may potentially lead to, time off or modified work within three (3) days after the occurrence is reported to the Engager. Reports need not be filed in the case of common illness or minor injuries.

20:00 LODGING IN THE POINT OF ORIGIN

20:01 Responsibility of Engager

The Engager shall be responsible for assisting the Artists in finding reasonable lodging.

20:02 List of Lodging Available

The Engager will furnish a list of usually available lodging upon the request of the Artist or, at the time of offering the Artist the engagement.

The list shall include no fewer than three (3) choices in a range of prices. Said list shall be up-to-date, and the Engager will, to the best of the Engager's ability, ensure that all options listed are clean and sanitary and within a reasonable distance of the theatre. In all cases, a full description, price, and location of each place of lodging will be given.

20:03 Rates and Reservations

At the request of the Artist, the Engager shall confirm the cost of the lodging selected by the Artist and shall make a reservation on behalf of the Artist.

20:04 Alternative Lodging

Should any lodging listed by the Engager and occupied by the Artist prove not to be clean and sanitary, and generally of the nature and location represented by the Engager, and the approximate cost quoted in the listing provided to the Artist, the Engager shall assist the Artist in finding suitable alternative lodging.

21:00 TRANSPORTATION

21:01 Transportation of Artist by Engager

The Engager shall, at its own expense, transport the Artist whose residence is outside the point of origin, and the Artist's luggage up to a limit of one hundred and thirty-seven (137) kilograms, from the Artist's residence to the point of origin (i.e. the theatre or hotel) and return. Where the commercial transportation carrier used to transport the Artist has no free luggage allowance, the Engager will pay for no fewer than one (1) checked bag, within the carrier's weight limits, each way. For any remaining luggage, the Engager shall arrange and pay for transportation of such luggage if requested by the Artist in advance and in writing. This may be by alternative reasonable means of transportation to be determined by the Engager.

Where the Artist has a consecutive COA Engagement Contract of engagement under a COA Engagement Contract, the engager signing the consecutive COA Engagement Contract of engagement shall provide and pay for the Artist's transportation either:

- (i) from the first point of origin to the second; or
- (ii) from the Artist's place of residence to the second, whichever is less.

Where the transportation cost from the first engager's point of origin to the second engager's 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 COA Engagement 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 second consecutive COA Engagement 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 COA Engagement Contract of engagement and to return the balance due on any advance or return transportation. Flights shall be booked in consultation with the Artist and be agreeable to the Artist. While the intent is for the booking to be the least expensive commercially available, flights with unnecessarily early or late departure/arrival times, or with excessively long layovers, shall not be booked solely because they are the least expensive.

Transportation shall be by air economy unless otherwise negotiated between the Artist and Engager prior to the signing of the COA Engagement Contract and stipulated in a rider thereto.

The Engager will reimburse the Artist for purchase of air travel insurance up to a maximum as specified below, upon presentation of premium receipts.

2025-2028	
Maximum	\$80,000.00

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

21:02 Use of Artist's Vehicle

In the event that the Artist uses their own vehicle 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 economy airfare, or mileage for one round-trip, or other public transportation fare where no other service is available.

2025-2028	
Per Kilometre	\$0.64

21:03 Ground Travel to and from Airport

(A) Expenses to and from the Terminal

The Engager is responsible for the Artist's transportation expenses 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.

(B) Transportation to and from the Artist's 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.

For the costs of (A) and (B), it is understood the most economically reasonable form of transportation in the circumstance is the essence of this Clause.

(C) Reimbursement

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

21:04 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 per diem. Similarly, when returning to the Artist's place of residence at the end of the Artist's engagement, if it is necessary to travel after midnight on the day the Artist's COA Engagement Contract has terminated, the Artist shall be paid the applicable per diem. These requirements apply only to those Artists who are paid less than twenty-five percent (25%) above the minimum weekly fee.

21:05 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 cash equivalent provided that the Artist requests same at least ten (10) days prior to departure.

22:00 CLAIMS

22:01 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, 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 Artists under COA Engagement Contracts be handled or enforced by agents or attorneys of Artists unless the same are consented to by Equity in writing.

23:00 PROPERTY

23:01 Reimbursement

The Engager shall reimburse the Artist up to the replacement value for all loss and/or damage to:

(A) Personal Property

The Artist's property used, or to be used in connection with a production, or productions covered by the Artist's COA Engagement Contract.

(B) Personal Clothing

The Artist's personal clothing while on the Engager's premises, regular wear and tear excepted.

(C) Personal Effects

The personal effects of the Artist including luggage, while any such property is wholly or partly in the possession or control or under the supervision of the Engager, or any of the Engager's representatives, agents, servants or employees, or while said property is in any theatre, building or other place in which the production (or productions) covered by the Artist's COA Engagement Contract has been or is being given or is to be given, or when any such property, or personal effects have been in any way shipped, forwarded or stored by the Engager or any of the Engager's representatives, agents, servants or employees, up to the limit as specified below for the Artists' personal effects and clothing, and up to the limit as specified below for the Artist's jewellery, except that, if the Engager provided facilities for safe-keeping the Artist's personal valuables, jewellery and/or cash, not used in the production, while said articles are in any theatre, the Engager shall be liable for loss and/or damage only if said personal valuables, jewellery and/or cash are given to the Engager or the Engager's agent for safe-keeping. In this regard, the Engager agrees to provide facilities for safe-keeping of said articles, and to inform all Artists of same and of necessity for using such facilities under the provisions of this Clause by a written notice posted on the callboard.

2025-2028	
Personal Effects and Clothing Limit	\$2,900.21
Jewellery Limit	\$2,900.21

23:02 Liability of Engager

The Engager shall be liable as herein above provided, whether or not the act, fault, or negligence of the Engager, the Engager's representatives, agents, servants, or employees caused or contributed to such loss or damage. The Engager however shall not be liable for any loss or damage to the property of the Artist while said property is under the sole and exclusive control and supervision of the Artist, or where the loss or damage is due to the negligence of the Artist.

23:03 Responsibility of the Artist

Except as above provided, the Engager shall not be responsible for any loss and/or damage to the personal property of the Artist over and above the limitations herein set forth. With respect to such property, it is the responsibility of the Artist, if the Artist desires to protect against loss, to insure same. The Engager may meet the foregoing obligations by maintaining adequate and sufficient insurance coverage which shall provide the same protection as the Engager thereby assumes. Upon the direct payment of any damage or loss to the Artist by the Engager, the Engager or the insurer shall be subrogated to all rights of the Artist to the extent of such payments. The Engager shall not be liable to reimburse the Artist for any loss or damage when the Artist has a personal insurance policy covering such loss or damage. The Artist acknowledges that the Artist is aware of the potential of loss or damage to the Artist's valuables and non-essential luxury items, and will use said Artist's best judgement not to expose such items to such danger.

24:00 SECURITY DEPOSIT (BOND)

24:01 Form and Amount of Security

The Engager shall be ineligible to engage Artists unless and until it has arranged or deposited with Equity a Letter of Credit (using sample wording specified by Equity), or an Equity-approved Bond Insurance Program surety for a minimum of one (1) week's contractual fees including preparation fees, and any other financial remuneration for the total number of Artists to be engaged during the season, such security to remain in place for the duration of the season. Posted security may include an expiry date, provided said expiry date occurs at least two (2) months after the close of a season or production. In addition the Engager shall complete a Security Agreement as provided by Equity.

24:02 Release of Security

Posted security will be released within fifteen (15) business days of receipt of a written request for same from the Engager, where all contractual obligations to Equity and the Artists have been met. Equity agrees to contact the Equity Liaison and/or the Artists where a confirmation of fulfilment of the Engager's contractual obligations has not been received from the Equity Liaison in reference to a request for a release, and agrees to process the release where it can satisfactorily verify the fulfilment of all contractual obligations.

24:03 Drawing Upon Security

Prior to Equity drawing upon any posted security, Equity will provide a letter or other form of written correspondence, to the Engager advising the Engager of the default or breach and the requirements including a timeline to remedy the default or breach.

Equity may draw upon the security posted to meet payment to Artists of unpaid fees, including but not limited to overtime, vacation pay, HST, deducted, but unremitted dues payments and joining fees, insurance premiums and where not previously paid for or supplied in advance by the Engager, transportation costs of the Artist to the point of origin and return to the Artist's place of residence. However, the Engager recognizes Equity's need to protect the interests the Artists in an emergency, and, therefore, should it prove impossible to contact the Engager or its authorized representative in an emergency, Equity may proceed to draw upon security.

25:00 OFFERS OF ENGAGEMENT AND ISSUANCE OF COA ENGAGEMENT CONTRACTS

25:01 Offers of Engagement

(A) Offers of Engagement - Chorus

Offers of engagement shall be provided to Chorus Artists no later than five (5) weeks after the completion of the Chorus Auditions. Copies of offers of engagement must be filed with Equity at the time of issue to the Artists. Artists shall notify the Engager of their acceptance or rejection of the offers of engagement no later than two (2) weeks after receiving the offers.

(B) Offers of Engagement – Ensemble Studio and Artist Interns

Offers of engagement for re-engagement in a subsequent Season shall be provided to Ensemble Studio and Artist Interns by February 28 of the current Season.

(C) Offers of Engagement – Stage Management, Assistant Stage Director, Assistant Choreographer

Offers of engagement shall be provided to Stage Management personnel and Assistant Stage Directors/Choreographers who are under contract with the Engager for the current season and who have also completed a minimum one full production, no later than two (2) weeks after the Engager's season announcement. Copies of offers of engagement must be filed with Equity at the time of issue to the Artists.

When known at the time offers are distributed, offers of engagement to Stage Management personnel and Assistant Stage Directors/Choreographers will provide information with regard to ensemble or multiple cast productions that may require additional rehearsal hours after opening and any other pertinent information. This provision will not apply to the double casting of single roles within a production.

Artists shall notify the Engager of their acceptance or rejection of the offers of engagement no later than two (2) weeks after receiving the offers.

(D) Repertoire and Engagement Dates

The Engager shall include current information with regard to the next season's repertoire in any offer of engagement.

25:02 Issuance of COA Engagement Contract for Re-Engagement

The Engager shall issue the Artist's COA Engagement Contract for the subsequent season no later than thirty (30) days prior to the end of the current season. The Artist shall return the fully executed COA Engagement Contract to the Engager no later than the last day of the current season.

26:00 COA ENGAGEMENT CONTRACTS

26:01 Right to Negotiate

Notwithstanding the provisions of Preamble (B), the Engager may negotiate with Artists and Artists' representatives and contract such Artists, using COA Engagement Contract forms as provided for in Appendix B and addressing the particular terms of the COA Engagement Contracts, without the involvement of Equity in such individual negotiations and contracting. The negotiation and terms of the COA Engagement Contract may not however waive any of the minimum conditions of or be in conflict with the terms of this Agreement.

Nothing contained in this Agreement shall be deemed to prevent any Artist from negotiating for or obtaining better terms than the minimum terms provided for herein.

26:02 Requirement to Sign

No Artist may take part in any performance or rehearsal or do any work in preparation for a production without first signing a COA Engagement Contract. Equity agrees that the Engager may utilize computer-generated COA Engagement Contract forms, as approved by Equity. See Appendix B Side Letter For Computer-Generated COA Engagement Contracts.

Equity agrees that it will not deny or withhold from the Engager access to COA Engagement Contracts during the term of this Agreement. The Engager agrees that COA Engagement Contract forms issued for engagements beyond the term of this Agreement become invalid as a means of contracting Artists if this Agreement expires without a subsequent Agreement between the Engager and Equity coming into effect, unless there is an agreement between the Engager and Equity to the contrary.

26:03 Signing

Unless COA Engagement Contracts are signed concurrently, they must be signed first by the Engager.

Unless otherwise provided for in this Agreement, if the COA Engagement Contract is not signed concurrently, the Engager may notify the Artist in writing at the time of sending the COA Engagement Contract to the Artist that, unless the COA Engagement Contract is signed and returned by the Artist to the Engager within thirty (30) business days of the date of issuance, the Engager may declare the COA Engagement Contract to be null and void. If the Engager so declares, the Engager agrees to advise the Artist in writing that the COA Engagement Contract has become null and void.

26:04 Triplicate COA Engagement Contracts

COA Engagement Contracts must be completed in triplicate:

- (i) One copy retained by Engager
- (ii) One copy filed with Equity by Engager
- (iii) One copy retained by Artist

The Artist shall file with the Engager the appropriate copies as above of the COA Engagement Contract within forty-eight (48) hours of the Artist signing same. The Engager shall remit to Equity the appropriate copy as above of the fully executed COA Engagement Contract within five (5) business days (Saturday, Sunday, and holidays excluded) of receipt of same, and in any event no later than the date of the beginning of the engagement. Should the Engager not do so, the Artist may at any time, Equity consenting, terminate the Artist's COA Engagement Contract without notice and the Engager shall pay to the Artist such amount as the Artist may be entitled to under this Agreement for breach thereof. See Article 9:00 Breaches.

26:05 Guaranteed Period

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

26:06 Continuous Engagement

Continuous engagement of the Artist is of the essence of all COA Engagement Contracts. Engagement thereunder shall begin on the date of the beginning of rehearsals or required date, if earlier, and shall continue until the final date specified on the face of the COA Engagement Contract or until the COA Engagement Contract is terminated. All calculations of sums due or benefits accruing to the Artist shall be computed on the basis of consecutive rehearsals and consecutive engagement, except where amended by this Agreement.

26:07 Effective Date

COA Engagement Contracts between the Engager and Artist must be signed before the Artist begins rehearsal and shall be signed on the date when the terms of the COA Engagement Contract are agreed upon between the parties. If not signed on said date, when issued, they must be signed as of said date.

26:08 Determination of Classification

Equity and the Engager agree that Appendix E Categorization of Roles shall be used as a basis to determine the classification of an Artist's role(s). Classification for any roles not included in Appendix E Categorization of Roles shall be mutually agreed between the Engager and Equity.

The classification of the Artist may not be changed within a given engagement, without the permission of Equity in writing.

26:09 Changes and Alterations

Neither the Engager nor the Artist has the right or power to waive any of the minimum conditions set forth in the COA Engagement Contract and this Agreement without the written consent of Equity. Unless any and all riders, changes, alterations, waivers or substitutions from under this Agreement made prior to, when or after, the COA Engagement Contract is made shall have been consented to by Equity, in writing, such riders, changes, alterations, waivers or substitutions, or any part thereof, may be made void, at the option of the Artist, Equity consenting. It shall be the duty of the Engager, not the Artist, to submit proposed changes to Equity for written approval by a duly authorized representative. If alterations, waivers, or substitutions are not approved by Equity within ten (10) business days after receipt thereof by Equity they shall be deemed approved.

The Engager agrees that the computer-generated COA Engagement Contract will contain all information, including date of first public performance, name of part, fee and required date of arrival and will be filled in, in writing before signing or delivery of the COA Engagement Contract.

26:10 Attempted Breach

No Equity member shall agree with an Engager, personal representative, or other Equity members, and no Engager shall agree with any Equity member, or personal representative to cause or attempt to cause, or agree to permit, any breach of any term of any such COA Engagement Contract. Should any Equity member engage in such conduct, the member shall be subject to such disciplinary action as the Council of Equity may determine, in accordance with Equity's Bylaws. Should any Engager be found by Equity to have engaged in such conduct, said Engager agrees that such conduct, on the Engager's part, shall be a breach of the Engager's engagement agreement and COA Engagement Contracts with Artists, entitling any such Artists to recover from the Engager, Equity consenting, a sum equal to two (2) weeks' fee as liquidated damages, no present basis of calculation existing.

26:11 Binding Effect of Agreement

Agreements between the Engager and so-called "packagers", casting consultants, agents, or manager's representatives shall in no way limit or reduce the Engager's liability or responsibility to fulfil all terms and conditions of COA Engagement Contracts to which the Engager is a signatory.

26:12 Binding Effect of COA Engagement Contracts

All COA Engagement Contracts signed pursuant to this Agreement are binding upon not only the signers on the face thereof, but upon any and all corporations, co-partnerships, enterprises, and/or groups which said signers or each of them control, and are hereby agreed to be adopted as their COA Engagement Contracts by each of them.

27:00 ARTIST ABSENCES

27:01 Exclusive Service of the Artist

Except as otherwise provided in the COA Engagement Contract, the Artist shall not accept any other engagement from the date of beginning of rehearsal and until said COA Engagement 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-seventh (1/7) of the weekly contractual fee for each day the Artist is released. If the Engager grants a release from a pro-rated week, the Engager may deduct one-sixth (1/6) of the weekly contractual fee for each day the Artist is released.

27:02 Other Absences

(A) Sick Days

An Artist who is engaged on a weekly basis and who is absent for reason of illness shall not have a deduction made from their compensation. In the case where an Artist is absent for seven (7) consecutive days, the Engager may avail itself of the provisions of Clause 34:02(A).

When a Chorus Artist is unable to attend a performance or onstage rehearsal, the Artist must notify the Engager no later than 2:00 p.m. for an evening performance/rehearsal, or 10:00 a.m. for a matinee performance/afternoon rehearsal.

(B) Bereavement/Emergency Leave

In the event that any member of the Artist's immediate family (father, mother, brother, sister, spouse, or spousal equivalent) is critically ill or dies, the Artist may be absent for up to three (3) days. For an Artist engaged on a weekly fee basis, such absence shall not result in any loss of fee.

The Engager will consider any request for an extended bereavement-related absence on a case by case basis, and consent for such absence shall not be unreasonably withheld.

(C) Other Leave

The Engager agrees to take into consideration an Artist's request for leave for reasons which are not provided for above. Consent for such leave shall not be unreasonably withheld.

28:00 BILLING, PHOTOS AND PROGRAMS

28:01 Touring

The names and photographs, properly identified, of all Soloists in the company shall be displayed in front of the theatre within the limitations 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.

28:02 In the Point of Origin

The photos with names of all Soloists in the cast shall be displayed using the facilities available to and under the control of the Engager.

28:03 Replacement of Artist/Artist Leaves a Production

(A) Notice of Replacement

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

- (i) through the insertion of a printed slip in all programs; and/or
- (ii) by means of a live announcement from the stage; and/or
- (iii) by means of a sign conspicuously and prominently posted at the entrance to the theatre at the place where tickets of admission are collected. The sign shall be at least eight by ten (8" x 10") inches in size, with letters at least one (1) inch high.

In the case of emergencies, any one (1) of the above procedures may be followed. For each failure to give required notice of substitution, the Engager agrees to compensate both the Artist who is being replaced and the replacement Artist one-eighth (1/8) of their respective weekly fee for each day that the Engager has not complied with this Clause.

(B) Removing Name & Likeness of Artist

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.

28:04 Promotion

(A) Not Relative to a Specific Production

For promotional purposes not related to a particular production, the Engager may use photos from previous productions, provided a release has been obtained from any solo Artists for such use.

(B) Relative to 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 and the Artists are properly identified.

28:05 Specific Provisions

All provisions pertaining to the billing of the Artist shall be specifically set forth in the COA Engagement Contract.

28:06 Breach of Billing

Whenever a breach is claimed of a billing Clause contained in an Artist's COA Engagement Contract, Equity shall notify the Engager in writing of said breach. The Engager shall pay to the Artist a sum equal to one-eighth (1/8) of the Artist's fee for each week or part thereof during which the breach has taken place until it is corrected. Exempted from this provision shall be posters on unpaid locations.

28:07 Programs/Website

(A) Program Credits & Photographs

All Artists engaged on COA Engagement Contracts shall be appropriately credited in the house program.

When photographs are included in the house program, a professional quality image supplied by each Artist performing a role listed on the face of the score or role (including non-speaking roles) added to the production shall be reduced to an appropriate size and accurately reproduced and properly identified. This provision shall also apply to Artists contracted as Production Stage Managers, Stage Managers, Assistant Stage Managers, Stage Directors, Associate Stage Directors, Assistant Stage Directors, Fight Directors, Intimacy Directors, Choreographers, and Assistant Choreographers. This provision shall not apply to Chorus unless they are performing a role listed on the face of the score or a role (including non-speaking roles) added to the production in addition to their chorus track.

Performing Artists engaged as Dancers, Actors, or other non-speaking or singing roles will receive program credit on the same page(s) as the other Performers. This provision shall not apply to Chorus unless they are performing a role listed on the face of the score or a role (including non-speaking roles) added to the production in addition to their chorus track.

If a role is added or cast after the print date for the program, the Artist will be credited appropriately in the digital program and on the website.

(B) Program Notice

The Engager shall list in the program or playbill distributed to the audience the names of all Artists under COA Engagement Contract to the Engager for the production.

The Engager will include the following statement in the program and/or playbill:

The Canadian Opera Company operates under the jurisdiction of Canadian Actors' Equity Association, and under the provisions of the Canadian Opera Agreement.

The Engager will forward a copy of each program/playbill to Equity within one (1) week of the opening of a production/activity.

(C) Website

Where the Engager publishes a cast list for a production on their website, the Engager shall also publish on the website the names of the Chorus members, Stage Management Artists, Directors, Choreographers, Fight Directors, Intimacy Directors, etc. involved for that production.

28:08 Billing for Specific Production

The Stage Manager shall receive billing in the house program for the Stage Manager's specific production on the title page or cast list page. The Assistant Stage Managers, Associate Stage Director, Assistant Stage Director, and Assistant Choreographer shall receive billing in the house program on a separate prominent list with other artistic personnel on a different page from any listing of supernumeraries or other non-professionals. The location of this list will be otherwise at the Engager's discretion.

28:09 Errors or Omissions

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

28:10 Artist No Longer Under COA Engagement Contract

When an Artist is no longer under COA Engagement Contract to the Engager, the Engager shall be saved harmless in the use of souvenir programs containing photographs and/or biographical material of the Artist until the end of the season during which the Artist's COA Engagement Contract expires or was to have expired.

28:11 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 the COA Engagement Contract, at the request of the Engager. 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 Artist's disapproval of the material within forty-eight (48) hours of its submission, the material will be considered approved.

(B) Inclusion of Biographies of All Artists

When biographies are included in the house program, the Engager shall ensure that biographies of all Artists contracted as Production Stage Managers, Stage Managers, Assistant Stage Managers, Stage Directors, Associate Stage Directors, Assistant Stage Directors, Fight Directors, Intimacy Directors, Choreographers, and Assistant Choreographers shall appear.

29:00 PHOTOGRAPH CALLS AND PUBLICITY

29:01 Photo Calls

In addition to the regular rehearsal and performance hours, two (2) photograph calls of a maximum of three (3) hours each (for each Performer) shall be allowed for each production for the taking of photographs for the sole purpose of publicizing and promoting the production and/or the Engager. There shall be no photograph call on a two-performance day or on a day when two (2) dress rehearsals are called.

29:02 Backstage Photography

Specific permission to photograph any activities backstage, including in or around dressing rooms, must be requested from the Artist in writing no later than forty-eight (48) hours in advance. Such request must include details of the activities to be photographed and the intended use of that material. No Artist shall be penalized in any way for refusing to grant permission for the taking of photographs in these areas.

29:03 Notice of Photo Calls

Photographs shall not be taken at any time unless twenty-four (24) hours' notice is given to the Artist. In all cases, the Artist's name shall be properly credited in the publicity whenever and wherever the photographs are used.

29:04 Availability of Artist

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

29:05 Nude Photographs

Except in the case of production photographs no Artist may be required to pose for nude photographs without the Artist's 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. It is agreed any limitations by the Artist on the use of production photographs shall be stipulated in the Artist's COA Engagement Contract. See also Clause 6:08.

29:06 Use of Photographs

The Engager may use photographs taken in accordance with this Article 29:00 to publicize and promote the production and/or the Engager on the following conditions:

- (i) in the case of backstage photographs taken by the Engager in accordance with Clause 29:02, the approval of all Artists appearing in the photograph is required. A photograph not disapproved within twenty-four (24) hours of submission to the Artist shall be considered approved; however, in the case of backstage photographs taken by a third party for current affairs purposes in accordance with Clause 29:02, the approval of the Artist shall not be required; and
- (ii) the Artists must be properly identified in photographs of three (3) Artists or less; and
- (iii) the Engager uses its best efforts to ensure that no unauthorized downloading of photographs takes place; and
- (iv) the Engager warrants that it is responsible for any misuse of the photographs.

29:07 Use of Photographs - Special Provisions

(A) Sale or Promotion of a Commercial Product

For photographs under the Engager's control the Engager must obtain the Artist's prior written authorization before the Artist's photo may be used in conjunction with the sale and/or promotion of a commercial product, copies of which must be filed with Equity, and said authorization must specify the commercial product involved. If the Artist consents to the use of the Artist's photo, as aforesaid, the Artist shall be paid not less than the minimum fee as specified below for said use:

2025-2028	
Minimum	\$180.98

The Artist called to a photo call for the purpose described above, whether said call is at the theatre or elsewhere, shall be paid the additional fee as specified below per hour or part thereof for said call.

2025-2028	
Minimum	\$180.98

(B) Production Photographs in Books

With the prior written consent of Equity, the Engager may use or authorize the use of production photographs in books provided 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. The Engager shall demonstrate that every effort has been made to contact each Artist when seeking said authorization.

Should this procedure not be followed, the Engager shall pay the Artist the fee specified below for the use of the photographs.

2025-2028	
Use of Photographs	\$271.49

However, if the Artist's photo is used in conjunction with Canadian Opera Company sponsorship which promotes a production, this Clause will not apply, and the Artist will not receive any additional remuneration, provided that the Artist is properly identified.

(C) Use of Photograph by Engager's Corporate Sponsor

If the Artist's photo is used by a Canadian Opera Company corporate sponsor to promote a Canadian Opera Company performance or production rather than a commercial product, this Clause will not apply and the Artist will not receive any additional remuneration.

(D) Use of Photograph by the Artist

The Engager may agree to provide a copy of a production photograph to an Artist for their own individual souvenir or promotional use on the following conditions:

- (i) no payment is required;
- (ii) approval of all Artists appearing in the photograph is required for photographs of three (3) Artists or less; during the current term of the Artist's COA Engagement Contract, any production photograph not disapproved within twenty-four (24) hours of submission to the Artist shall be considered approved;
- (iii) the Artists must be properly identified in photographs of three (3) Artists or less;
- (iv) the Engager may levy a nominal charge for a hardcopy of a production photograph. If the production photographs are available in digital format, such copies shall be provided upon request to the Artist at no charge;
- (v) the Artist shall confirm the limited purposes for which the photograph may be used; and
- (vi) the Engager shall not be responsible for any subsequent misuse of the photograph, either by the Artist or stemming from the use of the photograph by the Artist.

For the purpose of this Clause 29:06(D), "Artist" shall include all artists whose artistic contribution to the production is represented in the photograph.

(E) Exclusive Use by the Artist

Upon request of the Artist, the Engager may provide a copy of a photograph taken in accordance with this Article 29:00 Photograph Calls and Publicity but not used by the Engager to an Artist for their own individual souvenir or promotional use on the following conditions:

- (i) no payment is required;
- (ii) approval of all Artists appearing in the photograph is required for photographs of three (3) Artists or less; during the current term of the Artist's COA Engagement Contract, any production photograph not disapproved within twenty-four (24) hours of submission to the Artist shall be considered approved;
- (iii) the Artists must be properly identified in photographs of three (3) Artists or less;
- (iv) the Engager may recover from the Artist(s) equally such amounts necessary to recover the fee paid to the photographer for the usual and customary processing of the photograph on a one-time basis. Should the Engager subsequently authorize additional use of this production photograph for any other purpose, including its own, the Artist(s) shall be reimbursed accordingly;
- (v) the Artist shall confirm the limited purposes for which the photograph may be used; and
- (vi) the Engager shall not be responsible for any subsequent misuse of the photograph, either by the Artist or stemming from the use of the photograph by the Artist.

For the purpose of this Clause 29:06(E), "Artist" shall include all artists whose artistic contribution to the production is represented in the photograph.

30:00 ADVERTISING OF ARTIST'S NAME

The Engager will not advertise or announce the name of an Artist without a COA Engagement Contract executed by the Engager unless permission is given by the Artist.

31:00 UNDERSTUDIES

31:01 Program

The names of all understudies shall appear in the program. The Artist, at the Artist's option, may require a rider to the Artist's COA Engagement Contract exempting the Artist's name from such listing.

31:02 Musical Rehearsals

The Engager guarantees that there shall be at least two (2) musical rehearsals, with a coach, per production, completed before the opening of said production.

31:03 Additional Duty

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

2025-2028	
Minimum Fee	\$250.00

For Chorus Artists engaged to Understudy in accordance with this Clause the weekly fee noted above will provide for one (1) three (3) hour daytime rehearsal per mini-season in addition to the allowable hours for Chorus Artists in Clause 15:09. This daytime call will be scheduled in consultation with and in consideration of the availability of the Artist, such availability not to be unreasonably withheld.

31:04 Permission

The Artist may consent to withdraw from one (1) or more performances for the express purpose of permitting the understudy to perform, but only with the consent of both the Engager and the understudy. In such cases, the understudy will receive no additional payment, and the Artist understudied shall not suffer any loss of fee by reason of such withdrawal.

31:05 Notice and Contract Period

The Engager agrees that the understudy shall be given as much notice as possible by the Engager in order to prepare for the performance.

Chorus Understudy assignments shall begin no later than three (3) weeks before opening.

31:06 Payment for Performances

No understudy shall perform in a role which the Artist understudies without additional compensation, except as provided in Clause 31:04 above. Payment for performance must be negotiated and stipulated in the Artist's COA Engagement Contract, even if it is agreed that the minimum payment shall apply.

When an Artist has performed an understudy assignment, the Engager agrees to confirm the number of performances rendered by the Artist to Equity not later than the last business day of the week following which the understudy assignment was performed.

The minimum payment shall be as follows:

(A) Performance of a Lead or Featured Role

An Artist performing a leading or featured role which the Artist is contracted to understudy shall receive an additional sum for each such performance equal to no less than the fee as specified below.

2025-2028	
Minimum Fee	\$997.34

(B) Performance of Other Roles

An Artist performing other role(s), as noted in Appendix E Categorization of Roles, which the Artist is contracted to understudy shall receive an additional sum equal to no less than one-seventh (1/7) of the Artist's weekly contractual fee.

32:00 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 the Artist's contractual weekly fee for the time during which the Artist's services shall not, for such reason or reasons be rendered, except that the Artist shall receive one-sixth (1/6) of minimum fee for each day on which rehearsals or performances are not given thereafter including the Artist's Free Day, and if on tour, one-and-a-half (1-1/2) times the applicable per diem 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 COA Engagement Contract and the Engager will pay for all services rendered to date and transportation back to the place of residence.

33:00 TERMINATION

33:01 Written Notice

It is the essence of all COA Engagement Contracts that all 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.

33:02 Provisions for Termination

The Artist's COA 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 9:00.

(C) Just Cause

For Just Cause, (which may result in termination subject to the dispute resolution and arbitration procedures as outlined in Article 44:00 of this Agreement) which shall include but not be limited to insubordination, dishonesty, impairment, theft, or gross incompetence.

Harassment issues shall be handled in accordance with the provisions of Article 8:00.

33:03 Determination of Breach

With regard to Clause 33:02(B) above, the Artist may not however terminate the Artist's COA Engagement 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 9:00 and 44:00.

33:04 Breach Disputed

With regard to Clause 33:02(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 9:00 and 44:00. 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.

34:00 TERMINATION DUE TO ACCIDENT, ILLNESS

34:01 Extraordinary Risk

When the Artist shall have been absent for seven (7) days by reason of accident involving extraordinary risk or other work-related accident, the Engager may terminate the Artist's COA Engagement Contract by giving the Artist two (2) weeks' notice. However, the Engager will endeavour, where possible to reinstate the Artist upon recovery if the Artist so desires, under terms and conditions no less favourable than the Artist's original COA Engagement Contract.

34:02 Termination

(A) Illness or Non-Work Related Injuries

When the Artist shall have been absent for seven (7) consecutive days by reason of illness or non-work related injuries, the Engager may terminate the Artist's COA Engagement Contract at the end of the seven (7) days effective immediately.

(B) Production Jeopardized

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 COA Engagement Contract immediately with the consent of Equity. Such consent shall not be unreasonably withheld.

(C) Payment

When the Artist's COA Engagement Contract is terminated in accordance with (A) or (B) above, the Engager will pay the Artist a pro-rated amount of one-sixth (1/6) of the Artist's weekly contractual fee per day, up to a maximum as specified below, per week for services rendered to date, plus one (1) week's contractual fee up to a maximum as specified below.

2025-2028	
One-sixth (1/6) per Day to Maximum	\$3,195.37
One (1) Week's Fee to Maximum	\$3,195.37

34:03 Announcement

The inability of an Artist to perform shall be announced to all members in a production as soon as possible during the period from dress rehearsal to the final performance.

35:00 EXTENSIONS AND REOPENING OF A PRODUCTION

35:01 Written Agreement

Should the Artist agree to remain under COA Engagement Contract for the extension of the Artist's engagement, a written agreement, so stating, shall be executed, and a copy filed with Equity. The Artist has the right to negotiate the terms and conditions under which the Artist agrees to the extension.

35:02 Production Reopened

A production, once closed, shall not be reopened by the original Engager in the point of origin or outside the point of origin within four (4) weeks of the closing, without the written consent of Equity. The consent of Equity to the reopening of the production shall not be unreasonably withheld. This Clause is generally intended to protect the Artist from the possibility of an unpaid lay-off and to ensure payment of the per diem when required.

36:00 STAGE DIRECTORS AND CHOREOGRAPHERS

36:01 Royalties

(A) Amount

An additional fee or royalty for any extension beyond the proposed run of a production, whether or not such an extension is envisaged, shall be negotiated at the time of the Stage Director's or Choreographer's engagement. If no such fee is negotiated and specified on the COA Engagement Contract, the Engager shall pay the Stage Director or Choreographer four percent (4%) of the Artist's original fee for each week of the extension or part thereof.

(B) Revival

Should the Engager revive a production within a period of two (2) years from the first public performance, the original Stage Director and/or Choreographer will be given the opportunity to direct or choreograph the revival. If the opportunity is declined, the Artist shall be paid a royalty equal to no less than one-half (1/2) of the originally negotiated royalty for each week of the revival or part thereof.

If no such royalty was negotiated, the basis for calculation of royalty payment for a revival shall be as specified in (A) above.

For the purpose of this Clause, a revival shall be considered to be the mounting of a production where the original sets are used and where substantially the same stage direction and choreography are recreated.

(C) Right of First Refusal

The Artist may negotiate for Right of First Refusal to be engaged for the future rental of a production of which they were the original Stage Director or Choreographer when the staging and/or choreography, or other design elements in which they contributed to, are included as part of the rental.

36:02 Multiple Assignments

(A) Stage Director & 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 Stage Director to encompass this choreographic work.

A Choreographer (or Assistant Choreographer) who is also an Assistant Stage Director of the production, or vice versa may similarly negotiate an encompassing fee, rather than having two (2) separate COA Engagement Contracts; such fee shall be no less than the Assistant Stage Director fee and half of the Assistant Choreographer fee.

(B) Stage Management Duties

A Stage Director, Choreographer, Assistant Stage Director, or Assistant Choreographer may not stage manage the production the Artist is directing/choreographing.

(C) Separate COA Engagement Contracts

A Performer who is also a Stage Director (or Assistant Stage Director) or a Choreographer (or Assistant Choreographer) shall be signed to two (2) separate COA Engagement Contracts, and may be required by the Engager to fulfil both COA Engagement Contracts fully as though the two (2) COA Engagement Contracts were for two (2) different engagers, particularly as regards rehearsal hours and free days.

36:03 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) Requirement

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 COA Engagement Contract; and/or
- (ii) contract an Artist as Dance Captain during the rehearsal period, provided such duties are negotiated and attached as a rider to the COA Engagement Contract. A Dance Captain shall be free to negotiate remuneration above the minimum fees specified in Clauses 11:09(A) and (B) as appropriate to the work required and acceptable to the Artist, which shall not be less than the additional duties fee as provided for in Clause 11:05.

(C) Authority

A Dance Captain shall work in consultation and cooperation with the Stage Manager and shall not usurp or override the Stage Manager's authority.

36:04 Payment Schedule

Payment shall be made as follows: thirty percent (30%) of the total fee on the first day of rehearsal and the remaining seventy percent (70%) prior to the first performance, or as negotiated by the Artist and Engager and specified in the COA Engagement Contract. Those Artists engaged on a weekly basis shall be paid weekly.

36:05 Duties of a Stage Director**(A) Duties**

The Stage Director will work in co-operation with the Conductor. The Stage Director shall direct rehearsals, appear promptly for all scheduled rehearsals, respect the physical property of the production, venue and place of rehearsals, direct rehearsals which do not violate the terms of this Agreement, abide by particular artistic policies of the Engager, and generally fulfil the artistic planning within the scope of the functions of the Stage Director.

(B) Availability

The Stage Director shall be available for such meetings and consultations as are required by the Engager, particularly with designers and the Engager's production personnel at times to be mutually agreed upon by the Artist and the Engager.

(C) Promotion and Publicity Appearances

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 terms of the Artist's COA Engagement Contract.

36:06 Consultation with Stage Director**(A) Consultation Before Signing**

The Engager shall endeavour to inform the Stage Director, prior to the Stage Director agreeing to direct a production, of relevant and important production arrangements where known, such as: proposed budgetary limitations, planned rehearsal schedules, availability of artists, casting, Stage Management and design decisions and any artistic policies of the Engager.

(B) Consultation After Signing

Subsequent to the engagement of the Stage Director, the Engager will consult with the Stage Director regarding any material changes which affect the engagement of the Stage Director. Such changes may include decisions regarding the production or rehearsal schedules, casting, designers, scenery, lighting and costuming.

36:07 Billing

The Engager will endeavour to ensure that the Stage Director receives billing in all publicity material under the Engager's control whenever the Conductor is mentioned.

36:08 Duties of a Choreographer**(A) Duties**

The Choreographer will work in co-operation with the Stage Director and the Conductor. The Choreographer shall direct rehearsals, appear promptly for all scheduled rehearsals, respect the physical property of the production, venue and place of rehearsals, direct rehearsals which do not violate the terms of this Agreement, abide by particular artistic policies of the Engager, and generally fulfil the artistic planning within the scope of the function of the Choreographer. The Choreographer shall be available for such meetings and consultations as are required by the Engager, particularly with the Stage Director and Conductor, at times to be mutually agreed upon by the Artist and the Engager.

(B) Promotion and Publicity Appearances

The Choreographer 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 terms of the Artist's COA Engagement Contract.

(C) Limited Movement and Dance Sequences

The Engager may engage Choreographers to choreograph limited movement and dance sequences for a maximum of thirty (30) hours of rehearsal, which may be pro-rated over a rehearsal period in excess of one (1) engagement week. A fee of not less than the applicable minimum weekly fee as provided for Choreographers in Clause 11:09(A) shall apply.

36:09 Assistant Stage Directors and Assistant Choreographers

(A) Rest Period

Assistant Stage Directors and Assistant Choreographers must have eleven (11) hours' continuous rest within each twenty-four (24) hour period other than on tour, when said rest period shall be no less than ten (10) consecutive hours. The Artist shall invoice the Engager for additional services at Rate 2 as specified in Clause 11:09(C) for any invasion of the overnight rest period.

(B) Maximum Hours Per Week

In any engagement week, Assistant Stage Directors and Assistant Choreographers may be required to provide their services to a maximum of fifty-four (54) hours per engagement week. The Artist shall invoice the Engager for additional services at Rate 1 as specified in Clause 11:09(C) for any hours of work in excess of fifty-four (54) hours weekly. The Artist shall also invoice the Engager for the additional services at the applicable Rate as specified in Clause 11:09(C) for any invasion of rest periods and free days.

(C) Meal Break

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 cueing sessions, technical rehearsals, run-through rehearsals or rehearsals with orchestra, and performances, they will receive a meal break of one (1) hour after a maximum of five (5) hours of work. The Artist shall invoice the Engager for the additional services at Rate 2 as specified in Clause 11:09(C) for any invasion of the meal break.

(D) Calls on the Free Day

Should the Assistant Stage Director and/or Assistant Choreographer be called on a free day, the Artist shall invoice the Engager for the additional services at Rate 3 as specified in Clause 11:09(C) and the minimum call shall be four (4) hours whether or not the full four (4) hours are used or one-sixth (1/6) of the weekly contractual fee, whichever is the greater. All Assistant Stage Directors and Assistant Choreographers will receive a free day as provided for in Clause 13:07.

(E) Additional Services Fees

All additional services fees for Assistant Stage Directors and Assistant Choreographers must be approved in advance by the Engager. Those hours for which payment for additional services have been made shall not be included in the calculation of weekly hours of work.

36:10 Duties of the Assistant Stage Director

The Assistant Stage Director, in consultation with the Stage Manager and upon approval of the Engager, may call rehearsals when necessary and shall prepare understudies, replacements, and supernumeraries when or if the Stage Director is unavailable or declines this prerogative.

36:11 Engagement of an Assistant Stage Director

When an Assistant Stage Director is required, the Artist may be engaged from the commencement of staging rehearsals to the final performance of the production. In addition to the weekly fee, the Assistant Stage Director will receive a preparation allowance for each production in which the Assistant Stage Director is engaged which shall be not less than one (1) week's contractual fee. For each new production, the preparation allowance shall be not less than two (2) weeks' contractual fees. The preparation allowance is exclusive of any additional days for which the Artist is engaged pursuant to Clause 11:03(C) for pre-production planning/preparation meetings.

36:12 Engagement of an Associate Stage Director

In addition to the engagement of a Stage Director, the Engager may engage an Associate Stage Director providing that they have previously been engaged as Associate Stage Director and/or Assistant Director for the same production. In the event a Stage Director is not engaged, the Associate Stage Director will be paid no less than the minimum Mainstage Stage Director fee as stipulated in 11:09(A).

36:13 Duties of an Associate Stage Director

The Associate Stage Director will work in co-operation with the Stage Director, and shall be responsible to maintain the artistic vision of the Stage Director.

37:00 FIGHT DIRECTORS AND INTIMACY DIRECTORS

37:01 Requirement for a Fight Director

A Fight Director shall be engaged whenever an Artist is required to participate in a stage fight. See also Clause 13:21.

37:02 Equity Members

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

37:03 Pre-production Meeting

The hours of work for a Fight Director shall include the Artist's participation in at least one (1) production meeting with the Director of the production and the Technical Director if possible. The purpose of the production meeting shall be to convey necessary and sufficient information on the production in regard to set design, costume design, lighting design, props, weapons, and any other elements of the production which may affect the choreography and safe execution of the stage fight(s). The Fight Director shall be advised if rehearsal has started prior to their engagement as Fight Director.

37:04 Free Day

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

37:05 Travel

For non-continuous engagements, the Engager shall provide round-trip transportation from the Artist's place of residence to the Engager's point of origin in accordance with Article 21:00 for each period of time that the Artist is required to attend the Engager.

37:06 Rehearsal

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

37:07 COA Engagement Contracts

(A) Multiple Productions

A Fight Director may be engaged for more than one (1) production on a single COA Engagement Contract.

(B) Non-Continuous Engagement

The Artist may be engaged on a non-continuous basis for a period of one or more hours, one or more days, one or more weeks, or any combination thereof on a single COA Engagement Contract. Hours need not be consecutive, nor is any minimum number of hours required. All engagement rehearsal times shall be scheduled with the mutual agreement of the Artist and the Engager.

(C) Hourly

Notwithstanding the above, the Artist may only be engaged on an hourly basis to choreograph limited fight or stunt choreography which can be appropriately set and rehearsed in no more than two (2) calls (i.e. a punch, slap, or fall). An Artist engaged on an hourly basis may be called on more than two (2) days, however the primary purpose of the third and subsequent days must be to review and/or rehearse choreography that was set at the first two (2) calls.

37:08 Applicable Clauses

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

- 36:01(A) Amount
- 36:01(B) Revival
- 36:02 Multiple Assignments
- 36:04 Payment Schedule

37:09 Fight Captain

(A) Responsibilities

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

(B) Remuneration

A Fight Captain shall be free to negotiate remuneration above the minimum fees specified in Clauses 11:09(A) and (B) as appropriate to the work required and acceptable to the Artist, which shall not be less than the additional duties fee as provided for in Clause 11:05.

(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.

37:10 Requirement for an Intimacy Director

An Intimacy Director may be requested by the Director or the Performer who is engaged in onstage intimacy as described in Clause 13:09 of this Agreement.

37:11 Equity Members

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

37:12 Production Meeting

The hours of work for an Intimacy Director shall include the Artist's participation in at least one (1) 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 onstage intimacy. The Intimacy Director shall be advised if rehearsal has started prior to their engagement as Intimacy Director.

37:13 Free Day

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

37:14 Travel

For non-continuous engagements, the Engager shall provide round-trip transportation from the Artist's place of residence to the Engager's point of origin in accordance with Article 21:00 for each period of time that the Artist is required to attend the Engager.

37:15 Rehearsal

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

37:16 COA Engagement Contracts

(A) Multiple Productions

An Intimacy Director may be engaged for more than one (1) production on a single COA Engagement Contract.

(B) Non-Continuous Engagement

The Artist may be engaged on a non-continuous basis for a period of one or more hours, one or more days, one or more weeks, or any combination thereof on a single COA Engagement Contract. Hours need not be consecutive, nor is any minimum number of hours required. All engagement rehearsal times shall be scheduled with the mutual agreement of the Artist and the Engager.

(C) Hourly

Notwithstanding the above, the Artist may only be engaged on an hourly basis to choreograph limited onstage intimacy which can be appropriately set and rehearsed in no more than two (2) calls. An Artist engaged on an hourly basis may be called on more than two (2) days, however the primary purpose of the third and subsequent days must be to review and/or rehearse the onstage intimacy that was set at the first two (2) calls.

37:17 Applicable Clauses

The following Clauses shall apply to the engagement of an Intimacy Director:

- 36:01(A) Amount
- 36:01(B) Revival
- 36:02 Multiple Assignments
- 36:04 Payment Schedule

37:18 Intimacy Captain

(A) Responsibilities

An Intimacy Captain shall be responsible for the following services and duties: observe all onstage intimacy rehearsals, consult with the Intimacy Director on all aspects of the onstage intimacy, conduct and monitor any run-throughs of the onstage intimacy prior to performance, make blocking changes relevant to the onstage intimacy while on tour or in emergencies, call onstage intimacy rehearsals as necessary in consultation with the Stage Manager.

Should the Intimacy Captain deem it necessary to have a run-through of the onstage intimacy prior to a performance, the Engager shall call the Artist for the onstage intimacy run-through, not to exceed fifteen (15) minutes, immediately prior to the half-hour call without additional compensation. Any breaks required prior to the half-hour call shall not be reduced by the onstage intimacy run-through.

(B) Remuneration

An Intimacy Captain shall be free to negotiate remuneration above the minimum fees specified in Clauses 11:09(A) and (B) as appropriate to the work required and acceptable to the Artist, which shall not be less than the additional duties fee as provided for in Clause 11:05.

(C) Authority

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

38:00 STAGE MANAGEMENT

Preamble

All Artists engaged to fulfill Stage Management duties as defined in Article 38:00 shall be hired as employees of the Engager and must be properly contracted under the terms of this Agreement. Production Stage Managers, Stage Managers and Assistant Stage Managers shall have all applicable federal and provincial taxes and other government requirements with respect to all fees payable to the Artist under their COA Engagement Contract deducted by the Engager.

38:01 Employment Benefits

(A) Seniority

Production Stage Managers, Stage Managers, and Assistant Stage Managers who have been previously engaged as PSMs and/or SMs and/or ASMs will be paid at least the amount as specified below above the minimum weekly fee.

2025-2028	
Engaged for Five Previous Seasons	\$40.00
Engaged for Ten Previous Seasons	\$50.00

(B) Registered Retirement Savings Plan (RRSP)

The Engager will deduct four percent (4%) of the Production Stage Manager, Stage Manager, and Assistant Stage Manager's contractual fee to which the Engager will add its own contribution of four percent (4%) of the contractual fee for a total contribution of eight percent (8%). The contributions and deductions shall apply to that part of the Artist's weekly contractual fee which does not exceed the maximum as specified below.

2025-2028	
RRSP Maximum	\$3,075.91

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

(C) Vacation Pay

Production Stage Managers, Stage Managers, and Assistant Stage Managers shall receive vacation pay at the rate of at least four percent (4%) of the Artist's weekly in-town contractual fee paid weekly.

(D) Overtime and Infringements

The regular overtime, span of day infringement, meal infringement, overnight rest infringement, and rehearsal on a free day infringement rates for Production Stage Managers, Stage Managers, and Assistant Stage Managers rates shall be as follows:

2025-2028	
Regular Overtime and Span of Day Infringement, per Quarter (1/4) Hour or part thereof	\$17.56
Overnight Rest and Meal Break Infringement, per Half (1/2) Hour or part thereof	\$45.67
Free Day Infringement, per Half (1/2) Hour or part thereof (minimum four hour call)	\$52.72

(E) Employment Standards

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

The Engager shall advise the Artist in advance of signing their COA Engagement Contract of any permits 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 affixed to the Artist's COA Engagement 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.

38:02 COA Engagement Contracts

Personnel engaged by the Engager to perform Stage Management duties as herein defined must be properly contracted on the Engager's computer-generated COA Engagement Contract forms, as approved by Equity. See Appendix B Side Letter for Computer-Generated COA Engagement Contracts.

38:03 Vocal Score

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

38:04 Equity Stage Management

The Engager will consider existing Equity Stage Management personnel who have informed Equity that they are available for work for all Stage Management positions in the Engager's company 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.

38:05 Engagement Prior to the Commencement of Rehearsals (Stage Management Prep)

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

All Production Stage Managers and Stage Managers shall be engaged two (2) weeks prior to the commencement of rehearsals for mainstage productions and shall be paid the negotiated contractual fee for those weeks, unless the Engager and Equity agree that, due to the simplicity of the production or other relevant factors, this time may be reduced to not less than one (1) week.

Assistant Stage Managers shall be engaged one (1) week prior to the commencement of rehearsals.

Where a statutory holiday falls in the Artist's prep period, the Artist will be engaged for one (1) additional day prior to the timelines noted above and will be compensated in accordance with Clause 38:05(C). The Artist will receive the statutory holiday as a free day in addition to any other required free days in the week. Failing that, and should the Artist be required to work on the statutory holiday, the Artist shall be compensated in accordance with Clause 38:07.

For production and staff meetings where the attendance of Stage Management staff would be beneficial that must be scheduled prior to the commencement of an engagement contract, all meetings must be scheduled at mutually agreed times and time spent at these meetings will be compensated in accordance with Rate 1 of Clause 11:09(C).

(B) Small-Scale Productions

In the case of small-scale productions, all Production Stage Managers and Stage Managers shall be engaged one (1) week prior to the commencement of rehearsals. However, this preparation period may be negotiated with Equity but shall in no event be less than three (3) days.

In the case of small-scale productions for which an Assistant Stage Manager is engaged, the preparation allowance may be negotiated with Equity but shall in no event be less than two-sixths (2/6) of the weekly fee. An Assistant Stage Manager engaged for a small-scale production, shall be engaged for the commencement of rehearsals.

(C) Payment for Additional Days

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

This payment is intended to address additional days that could not be anticipated at the time of contracting, such as to provide for pre- and post- production work. All additional days shall be stipulated in a rider to the Artist's COA Engagement Contract, and Equity deductions shall apply.

(D) Concurrent Preparation

Where an Artist is concurrently engaged for a production in performance and to prepare for a subsequent production, regular overtime shall apply to any rehearsal or performance for the first production during the preparation and/or rehearsal period for the subsequent production, unless Equity and the Engager agree that such time is not required for preparation.

38:06 Hours of Work, Breaks and Rest Periods

(A) Overnight Rest Period

All Equity Stage Management personnel must have eleven (11) hours continuous rest within each twenty-four (24) hour period other than on tour, when said rest period shall be no less than ten (10) consecutive hours. For any invasion of this rest period, the Engager agrees to pay the Artist at the overnight rest infringement rate as specified in Clause 38:01(D).

(B) Maximum Hours Per Week

In any engagement week Stage Management personnel may be required for up to fifty-four (54) hours of work. If a member of the Stage Management team attends more than forty-four (44) hours of staging rehearsals in a week, or works in excess of fifty-four (54) hours in a week, payment of the regular overtime rate as specified in Clause 38:01(D) shall apply.

(i) Activities Included in Working Day

When a Stage Management Artist is participating in the following activities the Artist shall be deemed to be working:

- (a)** all staging rehearsals (as delegated by the Stage Manager) plus the following additional preparation allowances: one-half (1/2) hour before staging rehearsals involving Chorus; fifteen (15) minutes before all other staging rehearsals; fifteen (15) minutes after the final staging rehearsal of the day. Preparation allowances may occur during overnight rest periods without penalty;
- (b)** moving and setting up a rehearsal in another location in excess of the preparation allowance provided for above;

- (c) all performances (including dress rehearsals as defined in Clause 13:01(A)). Performance time for Stage Management personnel shall be calculated from curtain-to-curtain plus one (1) hour preparation allowance;
 - (d) scene change rehearsals;
 - (e) cueing sessions;
 - (f) set-ups, change-overs and strikes in the theatre, as delegated by the Stage Manager;
 - (g) production meetings and note sessions, as required by the Engager;
 - (h) taping floors; and/or
 - (i) paperwork as identified in Clause 38:18, as required by the Engager.
- (ii) **Hours Reported**
The hours worked each week by Stage Management personnel shall be reported to the Engager on forms provided by the Engager.
Those hours for which penalty payments have been made shall not be included in the calculation of weekly hours of work.
- (iii) **Overtime**
Stage Management overtime must be approved in advance by the Engager.
- (C) **Meal Breaks/Provision of Hot Meal**
- (i) **Meal Breaks**
All Stage Management personnel must receive a meal break of one (1) hour after a maximum of four (4) hours of work (excluding preparation allowance) except in the case of cueing sessions, technical rehearsals, run-through rehearsals or rehearsals with orchestra, and performances, in which case the Artist must receive a meal break of one (1) hour after a maximum of five (5) hours (including preparation allowance). The Artist may not be required to provide any service whatsoever during the Artist's meal break.
In the event the meal break is less than one (1) hour, the Artist shall receive payment at the meal infringement rate as specified in Clause 38:01(D).
 - (ii) **Provided Meal**
For Stage Management personnel, in the case where the running time of a dress rehearsal or performance exceeds five (5) hours, including the half-hour call, the Engager shall provide a hot meal in the theatre, at no cost to the Artist(s).
- (D) **Calls on the Free Day**
Should any of the Equity Stage Management personnel be called on a free day, the Artist is to be paid at the free day infringement rate as specified in Clause 38:01(D) or one-sixth (1/6) of one week's contractual fee, whichever is the greater. The minimum call for such an occasion shall be considered as four (4) hours, whether or not the full four (4) hours are used. All Equity Stage Management personnel will receive a free day as provided for in Clause 13:07.
- (E) **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 38:01(D) shall be paid.
- (F) **Free Period**
There shall be one (1) day in each engagement week when the Artist shall not be called prior to 1:00 p.m. or when the Artist shall be released by 5:00pm. This day shall be in addition to the regular free day in that engagement week.
- (G) **Tracking of Overtime**
It shall be the responsibility of the Stage Manager to record all overtime worked by Stage Management personnel, including invasion of the overnight rest period and invasion of meal breaks, rehearsals on a free day and hours worked on statutory holidays. All Stage Management claims shall be submitted to the Engager.

38:07 Statutory Holiday

Should Equity Stage Management personnel be required to work on a statutory holiday, as designated by the laws of Ontario, then that Artist shall be compensated in accordance with the Employment Standards Act of Ontario. For the purposes of such calculations, compensation and premium payments shall be based upon one-forty-fourth (1/44) of the Artist's weekly contractual fee to arrive at an hourly fee.

In accordance with the Employment Standards Act, all work performed on a statutory holiday shall be paid at one and one-half (1-1/2) times the hourly fee.

Should the Free Day fall on the same day as the statutory holiday, then the statutory holiday shall be observed on the next day.

38:08 Rest Period

Stage Management personnel who are unable to take the two-and-a-half (2-1/2) hour rest period stipulated in Article 39:00 Touring must have a rest period of at least one (1) hour between the conclusion of the trip and the half-hour call.

38:09 Staffing for Stage Management

(A) Requirements

Whenever the Engager engages Equity Artists for the purpose of presenting productions in the performing arts and opera, with scenery or costumes, the Engager shall at all times engage the services of a Stage Manager.

(B) Staffing Formulae

For full-scale productions (single or in repertory), the Engager shall at all times engage one (1) Stage Manager and two (2) Assistant Stage Managers to work solely on each production. However, once a production has had its first public presentation the Stage Manager and/or Assistant Stage Manager(s) may participate in rehearsals for a subsequent production.

When two (2) or more productions are given in repertory one (1) Stage Manager may be designated as the Production Stage Manager.

(i) Ensemble and School Tours

Notwithstanding the above, an Artist engaged as Assistant Stage Manager for a full-scale production may be concurrently engaged as Stage Manager for an ensemble production or school touring production for preparation and/or rehearsal prior to the first public performance of the full-scale production provided that:

- (a)** the Artist's fee meets or exceeds the applicable minimum fee for a Stage Manager as of the first day of preparation for the ensemble or school touring production; and
- (b)** regular overtime shall apply to any rehearsal or performance for the first production during the preparation and/or rehearsal period for the ensemble or school touring production, unless Equity and the Engager agree that such time is not required for preparation; and
- (c)** rehearsal and/or performance of the ensemble or touring production is scheduled around rehearsal and/or performance of the full-scale production, such that the Artist is always primarily available to the full-scale production, including in the event of an emergency.

(C) Small-Scale Productions

For small-scale productions, without a chorus and which include scenery or costumes, the Engager shall at all times engage one (1) Stage Manager. For small-scale productions utilizing a chorus, two (2) Assistant Stage Managers shall be engaged when there are twenty-four (24) chorus members or more, and one (1) Assistant Stage Manager shall be engaged when there are twenty-three (23) or fewer chorus members. In all cases, the Engager will engage sufficient Stage Management staff to ensure the safe, efficient and artistic running of the production.

In the event that one or more Assistant Stage Managers have not been engaged for a production and the Stage Manager determines, at any time, that additional staff is necessary, the Stage Manager shall inform the Engager and Equity. The Engager shall then engage the additional Stage Management staff that it deems necessary.

Should the Engager not engage the additional Stage Management staff as recommended by the Stage Manager, the Engager and Equity shall meet to arrive at a mutually satisfactory solution. The intent and reason for this Clause is that no productions be understaffed.

Notwithstanding the above provisions, should Equity be of the opinion that additional Stage Management staff is necessary, then the Engager and Equity shall meet to arrive at a mutually satisfactory solution.

(D) Staffing Required for a Specific Production

Should Equity and the Engager agree, in certain circumstances, Stage Management staffing required for a specific production may be reduced or increased if it can be clearly demonstrated that the number of Stage Management personnel required by this Clause is insufficient or unnecessary.

38:10 Personal Leave for Stage Managers

(A) Reduction in Pay

A reduction, if any, in the compensation for an Artist taking a personal leave under this Clause 38:10 shall be negotiated at the time the personal leave is requested.

(B) Approval and Procedure

Any leaves taken under this Clause 38:10 shall be granted at the Engager's sole discretion, and shall not be unreasonably denied. The Engager shall respond to an Artist's request under this Clause within forty-eight (48) hours of receipt of such request, which must be in writing. Personal leaves are a discretionary benefit and not an entitlement under the COA Engagement Contract. The conditions of any personal leave taken hereunder are as follows:

- (i) Except in the case of emergencies, the Artist must provide the request in writing at least two (2) weeks prior to the desired leave;
- (ii) Leaves do not accumulate or hold monetary value at the end of a COA Engagement Contract;
- (iii) Leaves may be canceled without notice only in the event of an emergency which, at the discretion of the Engager, severely compromises the ability to safely run a performance, or which may cause the performance to be canceled;
- (iv) Leaves do not release the Artist from their obligations under their COA Engagement Contract, including obtaining permissions for travel, or permissions for concurrent engagements, or any other duties or obligations of the Artist.
- (v) Leaves will not be requested during the period between December 24 and January 1.

38:11 Replacement Stage Management Staff

- (i) A Stage Manager engaged to take over a production from a Stage Manager who is leaving the production shall be engaged one (1) week prior to the date on which they are to take over the production.
- (ii) An Assistant Stage Manager engaged to take over a production from an Assistant Stage Manager who is leaving a production shall be engaged at least two (2) days prior to the date on which they are to take over the production.
- (iii) Assistant Stage Managers covering for Stage Managers due to illness, emergency or other approved leave, shall receive at least the Stage Manager's minimum fee on a weekly or a pro-rated basis (one-sixth 1/6 per day), whichever is applicable.

- (iv) Should a Stage Manager already on contract for a concurrent production be requested to cover another Stage Manager on a different production due to illness, emergency, or other approved leave, that Stage Manager shall be paid an additional one-sixth (1/6) of their weekly fee for each day they are scheduled to cover, plus an additional one-sixth (1/6) of their weekly fee to prepare for that coverage.
- (v) A Stage Manager or Assistant Stage Manager engaged on an occasional basis to cover a short-term sick leave, personal leave, or other brief, planned absence shall receive at least the applicable minimum weekly fee on a weekly or pro-rated (1/6 per day) basis. There is no minimum engagement, however the replacement Artist may negotiate for additional training time and/or compensation.
- (vi) In the case of an emergency, replacement stage management staff shall be given as much time to familiarize themselves with the production as possible. Emergency replacement stage management shall receive at least the applicable minimum fee on a weekly or pro-rated (1/6 per day) basis, whichever is applicable. See also Clause 42:07.

38:12 Billing

It is understood that as far as billing is concerned, the word "Artist" includes all Equity Stage Management personnel. Further, it is understood that when any of the technical, administrative, or managerial staff (not including the producer and/or the artistic director) is listed on the billing pages of a program, the Stage Manager shall also be listed.

38:13 Blackouts

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

38:14 Rehearsal Locations

(A) Rehearsals Moved to a New Location

Should it be necessary to move rehearsals to a different rehearsal hall in the same building, where possible, Stage Management personnel shall be allowed at least one-and-a-half (1-1/2) hours for setting up for rehearsal in the new location. For any infringement of the overnight rest period the Artist shall be paid the overnight rest period infringement rate as specified in Clause 38:01(D).

(B) Preparation Time for Rehearsals Moved to a New Location

Should it be necessary to move rehearsals to a different building, where possible, Stage Management personnel shall be allowed at least two (2) hours for setting up for rehearsal in the new location. For any infringement of the overnight rest period the Artist shall be paid the overnight rest period infringement rate as specified in Clause 38:01(D).

38:15 Duties and Responsibilities of Stage Management

The Stage Manager shall be responsible for conducting the Equity Liaison election at the first rehearsal. The Stage Manager, in conjunction with the Stage Director, shall be responsible for calling all rehearsal breaks (see Clause 15:04(A) Rest Periods and Clause 15:10 Meal Breaks).

In conjunction with the Equity Liaison, the Stage Manager will endeavour to uphold all regulations governing engagements as set down by Equity in its Constitution, Bylaws, agreements, and rules.

38:16 Calling of Rehearsals

The Stage Manager, in consultation with the Stage Director and the Engager, and with the agreement of the Engager, shall be responsible for the calling of all rehearsals whether before or after opening and for the scheduling of other company or individual calls relating to a production.

38:17 Organization of Rehearsals and Performances

The Stage Manager shall organize and supervise all rehearsals and performances.

38:18 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. The Stage Manager shall submit such materials to the Engager following the final performance. The Engager will thereafter retain ownership of such materials.

38:19 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 Stage Director, Producer and Designer after opening, and upon approval of the Engager, shall call rehearsals when necessary, and shall prepare understudies, replacements, and supernumeraries when or if the Stage Director or Producer is unavailable or declines this prerogative (see Clause 36:11). Should these rehearsals for replacement Artists involve the performance of extraordinary risks that require specialized training by qualified individuals, the replacement Artist will be instructed by the same or similarly qualified individual which may or may not be the Stage Manager.

38:20 Scene Change Rehearsals and Cueing Sessions

The Stage Manager shall be present at all staging rehearsals. The Assistant Stage Manager(s) shall be present at staging rehearsals as required.

The Stage Manager and the Assistant Stage Manager(s) shall be present at all scene change rehearsals for the production which come under the supervision of the Stage Management during rehearsal or performance.

The Stage Manager shall be present at all cueing sessions for the production which come under the supervision of the Stage Manager during rehearsal or performance. A cueing session includes any period of time during which the Director and designer of any discipline (i.e. lighting, sound, video, etc.) are setting numbered cues for the production. Stage Managers must be given sufficient time to see/hear and accurately place cues in their prompt book before the cues are rehearsed onstage with the Performers. At the discretion of the Stage Manager, the Assistant Stage Managers shall attend cueing sessions for the production provided they are not required for other activities.

It is understood that the Stage Manager will attend production meetings or note sessions which involve discussion of elements of the production which directly affect the duties and responsibilities of Stage Management.

Where the Stage Management personnel are required by the Engager to attend production meetings, note sessions or are present at scene change rehearsals, staging rehearsals and cueing sessions:

- (i) which infringe on overnight rest, meal breaks, free day and/or a statutory holiday, the applicable rate as specified in Clause 38:01(D) shall apply.
- (ii) which exceed the work hours provided for in Clause 38:06(B), the regular overtime rate as specified in Clause 38:01(D) shall apply.

38:21 Delegation of Duties**(A) Stage Manager Available to Production**

The Stage Manager may delegate any of the 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 Stage Manager's production, excepting that a person contracted as Stage Manager will be in the theatre or available throughout all performances.

(B) Stage Management Scheduling

The Stage Manager shall schedule Stage Management work time so as to minimize overtime whenever possible.

38:22 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.

38:23 Set-Ups, Strikes and Load-Outs

(A) Supervision of

The Stage Manager may be required to supervise 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, the Stage Manager shall receive payment of the regular overtime rate as specified in Clause 38:01(D), beyond midnight. If the Stage Manager is required to supervise set-ups, and strikes, the Stage Manager must be present for same.

(B) Overtime

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

- (i) which infringe on overnight rest, meal breaks, a free day and/or statutory holiday, the applicable rate as specified in Clause 38:01(D) shall apply;
- (ii) which result in exceeding the work hours provided for in Clause 38:06(B), the regular overtime rate as specified in Clause 38:01(D) shall apply.

(C) Scheduling of and Responsibility for

If the Stage Manager, at the request of the Engager, agrees to schedule and/or have responsibility for set-ups, strikes, take-ins and take-outs as required by the Engager, it shall be considered an additional duty in accordance with Clause 11:05 for the term of the Stage Manager's COA Engagement Contract. On tour, if the Stage Manager is held responsible for set-ups and strikes, the Stage Manager must be present for same. The provisions of this Clause will not apply to Article 50:00 or Clause 42:05(I).

38:24 Control of Backstage Area

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.

38:25 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 minutes, five minutes, and places ("beginners").

38:26 Selection of Stage Management Staff

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

38:27 Financial Responsibility

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.

38:28 Duties of Union Members

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

38:29 Understudying and Performing

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

38:30 Responsibility of Assistant Stage Managers

The Assistant Stage Managers work in conjunction and collaboration with the Stage Manager and are responsible to the Stage Manager, and will fulfil tasks as assigned by the Stage Manager. Assistant Stage Managers help ensure a safe rehearsal space and co-ordinate the dissemination of information to other departments and technical crews. Assistant Stage Managers may never be solely in charge of a performance or production.

38:31 Payment for Additional Duties

Any duties not ordinarily 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, excluding intercom and video and audio monitor systems, in performance, shall be considered an additional duty in each case, and shall be paid for in accordance with the additional duty fees specified in Clause 11:05.

As the additional duties of the Stage Manager may differ from theatre to theatre, it is advisable for Stage Managers to discuss these additional duties with the Engager prior to signing the COA Engagement Contract.

38:32 Moving Scenery or Equipment

With respect to Clause 19:18, no member of the Stage Management team shall be required to move, lift, or carry scenery or equipment beyond the Artist's physical capability.

38:33 Sound Levels

Stage Management personnel should not be exposed to impulse sound pressure levels in excess of one hundred decibels (100 dB). Where such levels cannot be avoided, the Engager will ensure that action is taken which will result in lowering the potential for hearing damage. In addition, the Artists will be signed to an extraordinary risk rider in accordance with Clause 13:05.

38:34 Apprentice Stage Manager Program

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

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

(A) Registration

The Engager shall register with Equity (on a form provided by Equity) each Apprentice hired within one (1) week of the engagement by filing a resume and affidavit signed by the Apprentice to the effect that they are not now and never have been a member of any professional performing artists' association or union or that the Artist 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) Minimum Engagement

In order to qualify for an apprentice credit with the Engager, the Apprentice Stage Manager shall be engaged for the prep period (minimum three (3) days), 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.

(C) Minimum Number of Apprentice Stage Managers

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

(D) Reduction of Stage Management Staffing Prohibited

It is not the intention of the Stage Management Apprentice program to reduce the stage management staffing provisions of Clause 38:09 of the Agreement, nor as a means to engage qualified Opera Stage Management under less than standard conditions.

38:35 Clauses not Applicable

The following Clauses do not apply to Stage Management:

- 6:07 Audition Code
- 16:00 Costume Fittings
- 18:00 Costumes, Wigs, Shoes and Make-up
- 28:00 Billing, Photos and Programs (28:08 and 28:09 excepted)
- 29:00 Photograph Calls and Publicity
- 31:00 Understudies
- 40:05 Rest Period Prior to Rehearsal or Performance

39:00 TOURING

39:01 Definition

Whenever the Artist, while engaged by the Engager, is required by the Engager to be outside the point of origin as defined in Clause 13:14 for any reason for any day or portion thereof, the Artist shall be considered to be "on tour" and the per diem set out in Clause 11:10 shall apply.

All fees are payable in legal tender of Canada.

39:02 Itinerary

The Engager shall submit to Equity a copy of the proposed itinerary of any tour in excess of two (2) nights. Equity shall be advised as to the proposed method of transportation to be used during such tour. Both reports shall be submitted at least seven (7) days preceding such tour.

39:03 Copies of Itinerary Made Available to Artist

Two (2) copies of the tour itinerary will be made available to each Artist not later than seven (7) days prior to the commencement of a tour in excess of two (2) nights. Any additions or changes to the itinerary will be announced to the company at least twenty-four (24) hours in advance, where possible. The Engager agrees that the tour itinerary shall include the correct postal address of each hotel with postal and/or zip code.

39:04 Travel Insurance

Upon receipt of information provided by the Engager, Equity will place travel insurance for all Artists requiring it under the provisions of this Agreement. This includes but is not limited to local, regional, run-out and overnight tours. The Engager will pay Equity for the applicable coverage no later than thirty (30) days after the invoice is received by the Engager. Payments which do not reach Equity by the due date will be assessed a two percent (2%) interest charge, compounded monthly.

The Engager may place its own travel insurance as long as it notifies Equity that it is doing so prior to the first day of rehearsal and as long as the coverage is no less than that provided by Equity's travel insurance plan.

39:05 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 19:00 (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 19:00 and an explanation of their importance.

39:06 Routes of Travel

The Artist must travel with the company or as the Engager directs in writing. Travel time is deemed to be consecutive and all waiting periods between alighting from one 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, the loss of said performance shall not affect the Artist's contractual fee.

39:07 Return to the Point of Origin

When the Engager is transporting the Artist back to the point of origin following the closing of a production or from an overnight tour, the Artist will receive the Artist's contractual fee plus the payments provided for in Clause 11:10(A)(iii). The Artist shall travel with the company by such routes as the Engager may direct.

39:08 Supplied Lodging on Tour

(A) Responsibility for Lodging

The Engager shall provide and pay for hotels (including taxes) for the Artist while on tour, based on twin/double occupancy of a room, and hotels will be at least a three-star standard except where no such class exists in which case the standard will be of the best class available.

The Engager shall however provide single occupancy lodging for Soloists and Stage Management personnel. Where the Artist elects to stay with family and/or friends said Artist shall nevertheless receive the equivalent of half the double occupancy rate as a stipend. Where the Presenter or an entity other than the Engager is providing lodging, the Artist will not receive compensation and the conditions for type of lodging will be the same as if the Engager were providing the lodging. Any Artist for whom there is no sharer shall receive single occupancy lodging and shall not be required to triple.

It is the responsibility of the Engager when securing lodging to ensure that there is no discrimination against any Artist in terms of race, colour, creed, sex, national origin, or sexual orientation.

(B) Billeting

The Engager will not billet the Artists except where no reasonable lodging of at least three stars standard exists within an eighty (80) kilometre radius of the performing venue and then, only with the agreement of Equity and the Artists.

39:09 Billing

The names and photographs, properly identified, of all Artists in the company shall be displayed in front of the theatre within the limitations of the existing facilities. Where such facilities are not available, the names and photographs (properly identified) of all Artists shall be prominently displayed in the lobby.

40:00 TRANSPORTATION

Transportation may be by boat, air, rail, and motor vehicle.

40:01 Travel Time

(A) Limits

Where the total travel time exceeds:

- (i) eight (8) hours on a non-performance day;
- (ii) six (6) hours on a one-performance day; or
- (iii) two (2) hours on a two-performance day,

the Artist shall receive the applicable additional services fees payment as defined in Clause 40:01(C).

However, no travel is permitted on a two-performance day where the total performance time (curtain to curtain) exceeds four (4) hours.

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

(B) Daytime Travel

Daytime travel shall be limited to ten (10) hours. Night travel is prohibited as specifically provided for in the Clauses governing each method of transportation.

(C) Payment for Exceeding Travel Time

If the applicable travel time set forth in Clause 40:01(A) above is exceeded, the Artist shall invoice the Engager for the additional services at Rate 1 as specified in Clause 11:09(C). No more than two (2) additional services hours of scheduled travel shall be permitted. If more than two (2) hours of additional services hours of travel are scheduled the Artist shall invoice the Engager for the additional services at double Rate 1 as specified in Clause 11:09(C).

40:02 Route Sheet and Travel Log

The Engager shall submit to Equity, and the Equity Liaisons 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 Equity Liaisons as further bookings are arranged. A representative of the Engager shall travel with the company on tour at all times. The Engager's representative will keep a travel log which will contain at least the following:

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

The Equity Liaison will initial the log daily, indicating the Equity Liaison's agreement.

40:03 Rest Period Prior to 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.

40:04 Prohibited Travel Time

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

40:05 Rest Period Prior to Rehearsal or Performance

The Engager agrees that, when the Artist has concluded a trip, there shall be at least two-and-a-half (2-1/2) free hours from the time the Artist has arrived at the Artist's hotel to the time of call for the vehicle trip to the theatre for rehearsal or performance, or any other duties, when a vehicle is not required to take the Artist to the theatre or to the time of the call at the theatre for rehearsal or performance or any other duties. On matinee (two-performance) days, the two-and-a-half (2-1/2) free hours at the conclusion of the trip may, where necessary, and with the consent of Equity be reduced to one-and-a-half (1-1/2) hours. If the Engager should violate this Clause the Artist shall invoice the Engager for the additional services at Rate 1 as specified in Clause 11:09(C).

When the Artist is required to participate in a one-hour presentation with or without costume 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.

40:06 Meal Provided

In the event that the free period specified in Clause 40:05 is less than one-and-a-half (1-1/2) hours, excepting days on which one-hour presentations take place, the Engager will arrange to provide and pay for a full meal for the Artist.

40:07 Tolerance for Delays

There shall be two (2) hours 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.

40:08 Maximum Additional Services Travel

No more than two (2) hours of additional services travel may be scheduled on any one day. Should the Artist be required to rehearse on any day that exceeds six (6) hours in computed travel time the Artist shall invoice the Engager for the additional services for travel time in excess of six (6) hours at Rate 1 as specified in Clause 11:09(C). In no event may the Artist rehearse on a day on which the computed travel time exceeds eight (8) hours.

40:09 Transportation To and From Designated Point of Departure/Arrival

The Artist shall be responsible for transporting said Artist and the Artist's 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 the cost of such transportation. Payment shall be made in the week said expense is incurred by the Artist upon presentation of receipts. For the costs of this Clause 40:09 it is understood that the most economical reasonable form of transportation is the essence of this Clause.

40:10 Public Liability Insurance

The Engager agrees to carry public liability insurance on each vehicle employed as specified below.

2025-2028	
Per Vehicle	\$1,000,000.00

40:11 Transportation - Rail

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.

40:12 Air Travel

(A) Transportation by Air

Should the Artist be unwilling to travel by air, the Artist must advise the Engager before signing the COA Engagement Contract (see also Article 21:00). All flights shall be on regularly scheduled airlines, or on a chartered flight or military aircraft.

(B) Calculation of Travel Time

Air travel time shall be computed from the time of the call for departure from the designated point of departure until the time of arrival at destination (hotel or theatre) and is to include travel to and from airports, all waiting time at terminals, flight time and stopover time, and all delays of any nature, whatsoever, however caused, except 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. Travel by air shall not be scheduled between midnight and 8:00 a.m.

(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) Flight Cancellations

Should departure by airplane be cancelled, adequate lodging shall be provided to 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. 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 the additional services at Rate 3 as specified in Clause 11:09(C) up to 8:00 a.m.

(E) Chartered Flights

When a flight is chartered by the Engager the make-up kits will whenever possible be carried on the same plane as the Artists by the Engager. Scenery and other equipment will not be carried in the passenger section of the plane if it is of a nature and size that will cause discomfort or danger to the Artists.

(F) Prohibited Night Travel

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

40:13 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 ferry boat trips of three (3) hours or less which are governed (including transportation to and from the ferry) by the provisions of Clause 40:14.

40:14 Transportation by Commercial First-Class and Mid-Size Bus

(A) Comfort and Safety

The Engager may use a first-class or mid-size commercial bus. A first-class or mid-size bus is described as having heat, air conditioning, lavatory, adequate luggage storage and a seat for each Artist. 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 of 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. Should there be more than three (3) breakdowns in a one (1) month period the Engager shall 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 baggage available for loading at least fifteen (15) minutes prior to the scheduled departure time.

If an Artist is responsible for a delay at any time, such delay shall not be counted as part of the travel time of the company. The Engager may, for the convenience of the company, schedule pick-up at a second hotel, in which event 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 the first stop, meal stops shall occur at intervals not to exceed five (5) hours. If the trip does not commence until after 12:00 noon, 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 bus will transport the Artists to the theatre, and return them to the hotel after performance or the Engager will provide and pay for the taxi transportation in lieu of this. The bus shall leave the theatre when all Artists are ready to be transported to the hotel(s). The time of the bus departure shall be no later than forty-five (45) minutes after the final curtain. Should the Engager delay the departure of the bus from the theatre beyond forty-five (45) minutes, the actual departure time of the bus shall mark the beginning of the time for the required rest period. Should the Artist miss the bus, the Artist must arrange transportation at the Artist's own expense. Where the Artist is required by the Engager to travel separately from the rest of the company to and from the theatre the Engager shall supply said transportation.

(G) Professional Driver

A professional driver will be engaged to drive a first-class or mid-size commercial bus.

(H) Prohibited Night Travel Time

Night travel between the hours of 10:00 p.m. and 8:00 a.m. is prohibited except when the Artists are transported back to their hotel or point of origin after a performance, in which case such travel is permitted on condition that it does not exceed one-and-a-half (1-1/2) hours and that it is completed by 12:30 a.m.

40:15 Transportation by Van, Mini-Bus or Automobile

(A) Mechanical Certification

The Engager agrees that the vehicle used to transport the Equity members shall be in first-class mechanical condition. For a tour of two (2) nights or more this is 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. All rental vehicles shall be rented from a reputable vehicle rental agency.

(B) Seating

The maximum number of passengers shall be no more than the number of seatbelts installed in the vehicle.

(C) Luggage and Equipment

Luggage and equipment is to be safely stowed within the vehicle, provided that 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 the vehicle unless it is safely loaded, secured and covered.

(D) All-Season Tires

All-season radial tires shall be used.

(E) Vehicle Maintenance

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

(F) Drivers

The Engager shall provide a driver who must be properly licensed to drive the vehicle according to provincial regulations. Should it prove that a standard driver's or operator's license is sufficient to satisfy provincial regulations the driver must be licensed according to a higher level of proficiency. No driver may drive unless the driver has had at least a sufficient overnight rest period as provided for in Clause 40:03. The driver shall be informed of, and shall adhere to, the provisions for rest stops and meal breaks. Equity members under COA Engagement Contracts may not drive except in an emergency.

(G) Road Conditions and Weather

When weather conditions indicate that travel could constitute a danger, the Stage Manager and the Equity Liaison together shall obtain a road/weather report from the police or department of transport in advance of inter-city travel. When such report advises against travel, the Stage Manager and Equity Liaison together have the right to postpone travel until conditions improve, and must notify the Engager of such conditions as soon as possible. If the Stage Manager and the Equity Liaison feel that continuing to travel is unsafe the trip will be discontinued and the Engager notified immediately. In such cases, the Engager may arrange for alternate safe transportation.

(H) First Aid Kits and Emergency Travel Equipment

First aid kits and emergency travel equipment such as flares, blankets, and candles must be provided and carried by the company at all times when travelling outside the point of origin.

(I) Modification

The provisions of Clause 40:14 will apply except where modified in Clause 40:15.

40:16 Use of Artist's Vehicle While on Tour

The Artist may not use the Artist's own vehicle while on tour without the written permission of the Engager.

41:00 FOREIGN TOURING

(A) Touring in the United States

When touring in the United States, fees payable shall not be less than the applicable minimum rates established by this Agreement or the American Guild of Musical Artists (AGMA), whichever is higher, for the period of the tour.

With regard to musical theatre, fees payable shall not be less than the applicable minimum rates established by this Agreement, or Actors' Equity Association (AEA), whichever is higher.

(B) Touring Outside Continental United States

If the Engager desires to present the company outside of Canada and the continental United States, arrangements must be negotiated with Equity, in advance in writing. Such arrangements shall constitute an Overseas Rider to each Canadian Opera Agreement Engagement Contract and will set forth the amendments to the terms and conditions of this Agreement for such tour. Amendments may include, but are not limited to, considerations for night travel, maximum travel hours, travel breaks, etc.

For travel outside of the continental United States and Canada, the applicable per diem shall be seventy-five percent (75%) of the C-Day 1-30 rate (including incidentals) for the city/region set by the National Joint Council or at the minimum set in Clause 11:10(A)(i), whichever is greater.

Equity will consider proposals for a reduction below these rates, provided that the Engager is able to demonstrate a commensurate reduction to the Artist's expenses. In addition to this per diem, the Engager shall provide each Artist with lodging of at least a North American three-star standard, satisfactory to the Artist, at no cost to the Artist. The Engager will endeavour to provide single occupancy lodging for all Artists subject to availability, but as a minimum requirement, the Engager shall provide Artists engaged in a Supporting, Featured, or Lead role as well as stage management with single occupancy lodging.

(C) Travel Health Insurance

The Engager agrees to provide travel health insurance coverage when the Artist (who is a resident citizen of Canada or a permanent resident) is required by the Engager to tour outside of Canada. This health insurance policy must provide coverage equal to that available under the Artist's provincial health insurance plan when the Artist is in the Artist's home province.

42:00 SCHOOL TOURING AND COMMUNITY OUTREACH

This Clause shall apply to performance activities which do not exceed one (1) hour in length. The rehearsal period for productions governed by Article 42:00 may be combined with engagements for productions governed by the standard terms and conditions of this Agreement. The Engager undertakes to specify to all Artists to whom an engagement is offered that the terms and conditions of this Article will apply to the Artist's engagement which must be confirmed by a rider to the Artist's COA Engagement Contract which must accompany the COA Engagement Contract at the time of presentation to the Artist. Should this procedure not be followed the Artist may at the Artist's option withdraw from the COA Engagement Contract forthwith and will receive payment of all expenses incurred or for any services rendered to date (including any return transportation costs). In addition the Engager shall pay the Artist two (2) weeks' contractual fees.

A Performer shall not participate in rehearsals for a school touring and community outreach production as part of their existing COA Engagement Contract unless the Performer 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 as specified below per week.

2025-2028	
Weekly Minimum Fee	\$431.35

Such additional duties and compensation shall be specified in a rider to be attached to the Performer's COA Engagement Contract.

42:01 Billing

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 Equity.

42:02 Additional Duty

Each additional duty other than performing must be specifically negotiated before the original COA Engagement Contract is signed and must be included in a rider to the COA Engagement Contract.

42:03 First Aid Kits and Emergency Travel Equipment

First-aid kits and emergency travel equipment such as flares, blankets and candles must be provided and carried by the company at all times when travelling outside the point of origin.

42:04 Requirement for an Equity Stage Manager

The Engager must engage an Equity Stage Manager for all productions using scenery and costumes or scenery only.

42:05 Work Week and Working Hours

(A) Artist Deemed to be Working

In the following Clauses, when the Artist is required to perform, travel and/or rehearse, the Artist is deemed to be working.

(B) Schedule Following the First Performance

After the first performance the Artist may be required to work on five (5) days of the week. There shall be two (2) free days each week, one (1) of which must be entirely free and the Artist is prohibited from performing any service whatsoever for the Engager. The Artist may travel but not rehearse or perform on the other free day. Should the Artist be called on the Free Day, the artist shall invoice the Engager for the additional services at Rate 3 as specified in Clause 11:09(C) and the minimum call shall be three (3) hours.

(C) Maximum Working Hours in a Week

The number of working hours in a week shall not exceed a maximum of fifty (50), not more than ten (10) hours per day including all breaks and rest periods. This Clause will only apply from the first day of performance. During rehearsal week, the regular provisions shall apply. The Artist shall invoice the Engager for the additional services at Rate 1 as specified in Clause 11:09(C) for any services provided in excess of ten (10) hours in length regardless of the total number of hours worked in that week.

(D) Maximum Hours of Work in a Day

The day's work is limited to a maximum of ten (10) hours from the time of pick-up at the designated pick-up point to the time of return to that point. The ten (10) hours shall include a one (1) hour meal break, during which the Artist may not be required to work or do any service for the Engager. This meal break must occur after not more than five (5) hours of work unless all the Artists agree to postpone the meal break period until a more convenient time. 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 one (1) hour meal break. The Artist shall invoice the Engager for the additional services at Rate 1 as specified in Clause 11:09(C) for any invasion of the meal break.

(E) Overnight Rest Period

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 15:04(B).) In any event the first call of the morning cannot be before 7:30 a.m. The Artist shall invoice the Engager for the additional services at Rate 2 as specified in Clause 11:09(C) for any invasion of the overnight rest period or for any services provided prior to 7:30 a.m.

(F) Notification of Touring Status

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

(G) Week with In-Town and Out-of Town Performances

In the case of a week with both in-town and out-of-town performances, fees shall be pro-rated at one-seventh (1/7) of the contractual fee, whichever is applicable for each day.

(H) Maximum Number of Presentations Per Five Day Week

There may be up to ten (10) presentations per five (5) day week. There may not be more than two (2) presentations per day but each may be in a different location. No presentation shall exceed one (1) hour in duration.

Notwithstanding the above, the total span of the working day shall not exceed ten (10) hours.

(I) Take-Ins, Set-Ups, Strikes or Take-Outs

The Artist may agree by means of a rider to the Artist's COA Engagement Contract to take-in and take-out costumes and hand properties. No Artist may assist with the take-in, set-up, strike or take-out of sets, set-pieces, sound or lighting equipment.

(J) Payment for Excess Performances

A sum equal to two-tenths (2/10) of the weekly fee shall be paid for each presentation over ten (10) in each week or two (2) in each day.

(K) Brush-Up and Cast Replacement Rehearsals

Brush-up and cast replacement rehearsals must take place within the ten (10) hour work day and the fifty (50) hour work week specified herein. There may be no rehearsal on a two-presentation day and up to two (2) hours of rehearsal on a one-presentation day.

42:06 Travel

(A) Travel by Motor Vehicle

Permission is granted to travel by motor vehicle. Articles 39:00 and 40:00 will apply except as amended herein.

(B) Daily Hours of Travel

The daily hours of travel will be in accordance with the limits of work specified in Article 42:05 except that the rest period requirement (Clause 40:03) 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 40:06 shall not apply.

(C) Drivers

Where a professional driver is not used, an Artist may agree to drive on the following conditions:

- (i) The Artist's fee shall be no less than as specified below per week or part thereof when required to drive, in addition to the fee paid for the performance of the Artist's duties as a Performer or Stage Manager.

2025-2028	
Minimum Fee	\$193.67

- (ii) Each touring company shall have two (2) designated drivers per vehicle.
- (iii) The drivers must be properly licensed to drive the vehicle according to the laws of Ontario.
- (iv) No driver may drive unless the driver has had at least a sufficient overnight rest period as provided for in Clause 42:05(E).
- (v) Each driver must be properly contracted by means of an additional duty rider to the Artist's COA Engagement Contract;
- (vi) No driver may drive more than three (3) consecutive hours per day, excluding rest stops and meal breaks.
- (vii) Except as amended above, Clause 40:15 shall apply.

(D) Expense allowance

On a day which involves travel but starts and ends in the point of origin (local touring), and there is more than one (1) performance or the call for a single performance is more than five (5) hours, the Artist shall receive the expense allowance as per Clause 11:10(B)(i).

43:00 ENSEMBLE STUDIO AND ARTIST INTERNS

43:01 Provision of Training

The Engager agrees to provide training for both Artist Interns and Ensemble Studio members and such training shall be considered an essential element in the work of both. Training for Artist Interns and Ensemble Studio members shall be compulsory and will be scheduled within the regular span and working hours of the Ensemble Studio. In no event shall compulsory training be scheduled on the free day.

43:02 Definition: Ensemble Studio Artist

(A) Training

An "Ensemble Studio Artist" is an Artist engaged to perform and receive training for a minimum of thirty-six (36) weeks, which need not be consecutive, in a season (July 1 - June 30).

(B) Roles Stated on COA Engagement 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 COA Engagement Contract.

(C) Role Assignment Cancelled or Changed

However, 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. Additional roles may not be added without additional compensation.

(D) Requirement to Participate in Programs

Additionally, the Ensemble Studio Artist may be required to rehearse, perform, and participate in the following programs:

- (i) coaching classes and professional development programs;
- (ii) master classes;
- (iii) individual artist lectures;
- (iv) lecture demonstrations;
- (v) workshop demonstrations;
- (vi) concerts;
- (vii) shopping centre programs;
- (viii) Ensemble Studio productions;
- (ix) children's programs;
- (x) park concerts;
- (xi) Ontario Place performances;
- (xii) opera cabaret;
- (xiii) promotional work for the COC's corporate sponsors and Canadian Opera House Corporation;
- (xiv) workshops, concerts, lecture demonstrations, capsule or mini-versions of an opera, complete performances of an opera;
- (xv) dramatic coaching, movement or dance classes, vocal classes and private vocal instruction;
- (xvi) meetings called by the Engager;
- (xvii) residency programs;
- (xviii) outreach programs; and
- (xix) special Chorus situations as follows:
 - (a) the Artist performing as a Soloist (not including understudy) may also sing Chorus parts in reduced operatic productions; and
 - (b) where the Artist is expected to perform as a member of an ensemble designated by the composer as a recognizably individual character.

43:03 General

An "Ensemble Studio Production" is defined as a production where the majority of the principal roles as listed on the cast list page of the score are performed by members of the Ensemble Studio.

(A) Artist Deemed to be Working

In this Clause, when an Artist is required to rehearse, perform or travel and/or participate in any of the programs or activities listed in Clause 43:02, the Artist is deemed to be working. All of the terms and conditions of this Agreement shall apply to the Ensemble Studio Artists, except as specifically amended in this Clause. The Artist's COA Engagement Contract will bear a rider stipulating that the Artist is specifically engaged as an Ensemble Studio Artist under the terms of this section.

(B) Participation in a Regular COC Production

The terms and conditions of this Clause shall not apply when the Artist is participating in a regular COC production (not including productions at the Opera Centre) in which case the Artist may be required to work a six (6) day week and will be subject to the regular provisions of this Agreement.

(C) Equity Liaison Election

An Equity Liaison election will be held at the first meeting where all of the Ensemble members are in attendance at the beginning of the season.

(D) Ensemble Studio Production at the Four Seasons Centre

Should the Ensemble Studio Production be mounted in the R. Fraser Elliot Hall of the Four Seasons Centre for the Performing Arts, the following shall apply:

- (i) the full terms and conditions of this Agreement (including full-scale stage management staffing (see Clause 38:09(B)) shall apply to the Ensemble Studio Production; and
- (ii) the Ensemble Artist shall be specifically contracted for rehearsal and performance of the Ensemble Studio Production separate from the Artist's Ensemble COA Engagement Contract, however the duration of the engagement shall be included in the number weeks required for the purpose of Clause 43:02(A); and
- (iii) the minimum fee for a Performer shall apply to the Artist's engagement for the Ensemble Studio Production, and the Engager will negotiate above scale compensation in good faith relative to the role being performed; and
- (iv) the Artist may be concurrently engaged to perform in full-scale productions of the Canadian Opera Company, however such work shall be considered in above scale negotiations with the Artist for the Ensemble Studio Production COA Engagement Contract; and
- (v) the Artist shall not be required to rehearse, perform, or participate in any other Ensemble activities during the term of the Ensemble Studio Production COA Engagement Contract. See also Clause 43:02(D).
- (vi) Notwithstanding the above, the Ensemble Studio Production shall continue to be marketed as such, distinct from a full scale production, and shall not replace a production in the main season. In addition, an appropriate announcement to this effect shall be made to the audience prior to the start of the performance, including also that the Ensemble Studio Production is the culmination of a professional training program.

43:04 Hours In Town - Working Provisions

When working on an Ensemble Studio production or projects, the Artist may work six (6) hours per day out of a ten (10) hour span, five (5) days per week. There shall be two (2) free days in each week. An Ensemble Studio Artist shall not be required to participate in any combination of individual vocal coaching, individual voice lessons, individual musical rehearsal and/or public or private performance for more than four (4) hours per day when in town. The only exception to this shall be:

(A) Performance of a Single Work

When an Artist participates in a performance of a single work with a length exceeding four (4) hours, in which case the hours of work may extend to the length of the single work without the payment of any additional services fees.

(B) Performance of a Comprimario Role

When the Artist performs a comprimario role in two (2) full length performances on the same day, performance time on that day may be up to six (6) hours provided the number of performing hours per week do not exceed twenty-one (21). The Artist shall invoice the Engager for the additional services at Rate 1 as specified in Clause 11:09(C) for performance time in excess of these limits.

(C) Computation of Performing Time

Performing time shall be computed from curtain to curtain.

(D) Determination of Comprimario Category

"Bit" and "Supporting" categories as noted in Appendix E Categorization of Roles will determine the "comprimario" category.

43:05 Hours of Work - Touring

(A) Performance of a Single Work

Hours deemed to be performance and/or rehearsal shall not exceed four (4) hours per day. The only exception shall be when the Artist participates in the performance of a single work with a length exceeding four (4) hours. In this instance the hours of performance may extend to the length of the single work without the payment of any additional services fees.

(B) Performance of a Comprimario Role

When the Artist performs a comprimario role in two (2) full length performances on the same day, the Artist may perform up to a maximum of six (6) hours on the one day, provided that the number of performing hours in one (1) week does not exceed twenty-one (21). The Artist shall invoice the Engager for the additional services at Rate 1 as specified in Clause 11:09(C) for performance time in excess of these limits.

Except as the hours of performance and rehearsal are amended above, Articles 39:00 and 40:00 apply to any touring week which is not, or is only partially, devoted to school touring. For weeks devoted exclusively to school touring, Article 42:00 applies. See also Clause 13:19.

43:06 Performance Time and Comprimario Determination

(A) Computation of Performance Time

Performance time shall be computed from curtain to curtain.

(B) Determination of Comprimario Role

The two (2) lowest categories of Appendix E - Bit and Supporting - will determine all comprimario roles.

43:07 Compensation for Understudies

There will be no additional compensation above relevant scale for Artist Interns or Ensemble Studio members who understudy. See Clause 31:06.

43:08 Termination

Article 33:00 shall apply, but in the event that mutual agreement is not reached, then either party may give eight (8) weeks' written notice to the other party, and the Artist's COA Engagement Contract shall terminate at the end of the said eight-week period.

43:09 Free Day

Clause 43:04 applies, except that there must be two (2) free days per week in town, as per above.

43:10 Artist Interns

(A) Activities and Programs

An "Artist Intern" is an Artist engaged essentially to be involved in training activities for a maximum of twenty six (26) weeks which need not be consecutive, in a season (July 1 - June 30). The Artist may be required to perform and/or participate in some programs deemed to be performance as part of this training, and may be required to participate in the following programs only:

- (i) master classes and professional development programs;
- (ii) coaching sessions;
- (iii) vocal classes and private vocal instruction;
- (iv) dramatic coaching;
- (v) movement or dance classes;
- (vi) lecture demonstrations - informational programs involving a lecturer assisted by Artists singing up to a maximum of sixty (60) minutes of concert highlights using material from COC productions;
- (vii) demonstration workshops - educational programs of a maximum of sixty (60) minutes for school age and family audiences, including a question and answer period involving an explanation of the elements of opera and a musical demonstration of operatic excerpts through a participatory process;

- (viii) non-staged concerts and/or promotional work for the Engager or the Engager's corporate sponsors provided they are less than sixty (60) minutes in length;
 - (ix) Opera Centre concerts up to ninety (90) minutes in length (no individual will have more than forty (40) minutes of performance); and
 - (x) Community Outreach Program.
- (B) COC Ensemble Studio Engagement**
If an Artist Intern is engaged to participate in a performance program of the COC Ensemble Studio, the Artist Intern shall be governed by the working conditions specified for Ensemble Studio Artists.
- (C) Chorister or Soloist Engagement**
If an Artist Intern is engaged as a Chorister or Soloist for a COC production, the Artist Intern must be engaged under the standard provisions for Performers in this Agreement. See Clause 14:02.
- (D) Performer Fee**
Whenever an Artist Intern is engaged to perform duties other than those set out in Clause 43:10(A) above, the Artist Intern shall be contracted at not less than the appropriate Performer's fee, rather than the Artist Intern fee.

44:00 DISPUTE RESOLUTION AND 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 the Province of Ontario.

44:01 Time Limits

Should the Artist allege that this Agreement or the Artist's COA Engagement Contract has been breached, the Artist must inform the Engager and Equity within four (4) weeks after the time when the Artist became aware or should have become aware of the breach, unless the Artist shall give to Equity or to the Engager, or to either of them a good and sufficient reason for any delay after such period of four (4) weeks.

44:02 Notice in Writing

Where Equity or the Engager is aware of or has been informed of an alleged breach of this Agreement or a COA Engagement Contract or has a difference relating to the interpretation or application of this Agreement or a COA Engagement Contract, then Equity or the Engager shall deliver a written dispute notice to the designated representative of the other party setting out the facts giving rise to the dispute, the specific sections of this Agreement or the COA Engagement Contract which are in dispute and the remedy requested (the "dispute notice") within twenty-eight (28) calendar days from the time that Equity or the Engager became aware of or was informed of the alleged breach or difference.

44:03 Dispute Resolution Meeting

Where the dispute notice is presented to the other party, a dispute resolution meeting with representatives of Equity and the Engager may be arranged at a mutually agreeable time and location to discuss the dispute, which meeting shall take place within twenty-eight (28) calendar days from the date the dispute notice is received by Equity or the Engager, unless Equity and the Engager agree to extend the time for holding the dispute resolution meeting. Where Equity and the Engager agree to extend the time for holding the dispute resolution meeting, without fixing a specific date, then either party may require that the dispute resolution meeting takes place upon forty-eight (48) hours notice to the other party. Equity or the Engager shall respond to the other's dispute in writing within seven (7) calendar days following the date of the dispute resolution meeting.

44:04 Arbitration

If the dispute is not settled at the dispute resolution meeting, the party having carriage of the dispute may refer the dispute to arbitration and shall do so by delivering a written notice to the other party within ten (10) business days after receipt of the other party's response, but not thereafter. If the notice to arbitrate is not delivered within the ten (10) business day period, the responding party's decision shall be final and binding on all interested parties to this Agreement and upon any Artist involved. If the responding party refuses to attend a dispute resolution meeting or fails to respond in writing following the dispute resolution meeting, then the party having carriage of the dispute may refer the dispute to arbitration by delivering a notice to arbitrate.

44:05 Appeal Prior to Arbitration

Prior to the commencement of the arbitration, the Engager may appeal to the Executive Director of Equity for reconsideration of the initial interpretation.

44:06 Request for a Settlement Officer or Mediator

Prior to the commencement of the arbitration, either party may request the services of a settlement officer or mediator or another individual who is acceptable to both parties. If both parties agree to participate, the grievance service officer or mediator will meet the parties on a without prejudice basis, at a mutually agreeable time and place, in order to review the matter in dispute in an attempt to settle it without the need of proceeding to arbitration.

44:07 Appointment of Arbitrator

A dispute which has been referred to arbitration by a written notice to arbitrate shall be heard by a sole Arbitrator under the Arbitration Act, 1991.

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 Ontario to appoint an arbitrator.

44:08 No Modification of Agreement

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

44:09 Confidentiality of Arbitrator

The Arbitrator, in accepting the appointment under this Agreement, agrees that the arbitration is a private arbitration and agrees not to release the decision to any person without the consent of the Engager and Equity.

44:10 Procedure for Arbitration

The Arbitrator shall hear and determine the dispute and shall issue a written decision setting out the reasons for the decisions and the findings of fact upon which the decision is based, which decision shall be binding upon the parties and upon any Artists affected by it.

44:11 Costs

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

44:12 Binding Nature of Arbitration

The parties to this Agreement agree that all differences between the Engager, Equity and any Artist bound by the Agreement concerning its interpretation, application, operation or any alleged violation thereof including any question as to whether any matter is covered by this Article or not, shall be finally and conclusively settled, through arbitration under these clauses, provided that both parties have fully complied with the procedures herein and/or any and all rulings of the Arbitrator.

44:13 Deduction on Settlement Fees

The Engager agrees to deduct and remit to Equity the two-and-one-quarter percent (2.25%) working dues on any settlement fees which the Engager is required to pay the Artist.

44:14 Equity's Power to Act for Members

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

44:15 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 the arbitration clauses.

45:00 NON-COMPLIANCE WITH ARBITRATION

Except as provided for in Clauses 11:04 and 19:13, and Articles 24:00 and 33:00, the Artist may not terminate the Artist's COA Engagement Contract and may not cease to provide the services required by the Artist's COA Engagement Contract unless the Engager fails to comply with Article 44:00 in which case Equity may:

(A) Cease Engagements

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

(B) Payment Forthwith

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

- (i) all monies accrued and owing to the members; and
- (ii) for liquidated damages, an amount equal to all monies that would be payable to the members 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' fee.

(C) Non-Compliance with Rulings of an Arbitrator

However, in the event the Engager does not comply with the rulings of an Arbitrator, Equity may only take such action on sixty (60) days' written notice to the Engager. Should the Artist fail to comply with either Article 44:00 or any and all rulings of the Arbitrator, such non-compliance constitutes a serious violation of this Agreement requiring Equity to institute immediate disciplinary procedures for which the Artist may be subject to expulsion or suspension from Equity, fined or otherwise disciplined by Equity. Any further action between the Artist and the Engager specific to the issue that was arbitrated ceases to be subject to this Agreement.

46:00 RECORDINGS FOR USE IN PRODUCTION**46:01 Notification to Equity**

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

46:02 Artist Engaged for the Production

Provided the Artist agrees in the Artist's COA Engagement Contract or in a rider to the Artist's COA Engagement Contract, an Artist may make a 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 the regular rehearsal hours.

46:03 Artist Not Engaged for the Production

(A) Recording of a Role in its Entirety

An Artist, not otherwise engaged for the production, may be engaged solely for the recording of a role in its entirety on condition that such an Artist must receive no less than the requisite minimum payments provided for in Article 11:00 of this Agreement for the required rehearsal and performance period of the production which must be continuous in nature.

(B) Other Recording

An Artist engaged solely for audio and/or visual recordings, not otherwise engaged for the production, shall be paid not less than one-sixth (1/6) of the applicable minimum weekly fee per day for recording sessions.

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

46:04 Artist Leaving a Cast

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

46:05 Production Reopened after Closing

If a production is re-opened after closing, the Engager may, in lieu of making a new recording, pay the Artist for the continued use of recordings made under the provisions of either Clause 46:02 or Clause 46:03 above at a rate per performance of not less than one-seventh (1/7) of the Artist's contractual weekly fee while engaged for the production for which the recording was made.

47:00 RECORDINGS FOR NON-COMMERCIAL PURPOSES

This Article covers the recording and non-commercial usage of recordings made of a production, or other performance based activity, in whole or part through the use of any and all devices now in existence and yet to be developed.

The Engager may make and use recordings as stipulated in this Article without any additional compensation to the Artist.

47:01 Recording by Third Party for Publicity Purposes

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

47:02 Recordings by the Engager

(A) Provision for Recording and Notice

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

(B) Use for Publicity

The Engager may use material recorded in accordance with this Clause for publicity purposes. There may not be more than a total of ten (10) minutes of edited rehearsal and/or performance material posted at any one time. The edited footage contained in the allowable ten (10) minutes may change at the Engager's discretion. The Engager warrants that it is responsible for any misuse of the material. The Engager will take whatever steps it deems necessary to ensure that the recorded material is not repackaged in any way nor may the recorded material be used for any other purpose than to promote and publicize the production during the run of the production.

(C) Internet Use of Recordings by the Engager

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

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

Provided that:

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

(D) Extended Use

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

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

(E) Archival Use

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

Additionally, playback may be achieved, once operational, via password protected website viewing on non-downloadable (encrypted), full performances for viewing by Artists, staff and co-producers.

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

(F) Use for Understudies

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

47:03 Use of Recordings by the Artist

Where the Engager has the contractual clearances to do so, and at the request of the Artist, and with the contractual consent of all Artists who appear or whose work appears in the recorded material, the Engager may provide up to five (5) minutes of rehearsal material and five (5) minutes of performance material recorded in accordance with 47:02(B) without any additional editing to an Artist for their own individual use, including but not limited to self-promotion, social media, etc.

The Artist shall confirm that the recording may not be modified or manipulated in any way, and may only be used as follows:

- (i) non-commercial, non-curated, generic content, open access video sharing websites; and/or
 - (ii) the Artist's zone of social media websites; and/or
 - (iii) the Artist's own website,
- provided that:
- (a) the Artist uses their best efforts to ensure that the material cannot be downloaded; and
 - (b) no revenue is generated from the viewing of the material.

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

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

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

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

48:00 RECORDINGS FOR COMMERCIAL PURPOSES

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

48:01 Notification and Permission

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

48:02 Artist's Rights

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

48:03 Intent to Record

The Engager may express the possibility of recording or broadcasting the production for which the Artist has been engaged and the Artist may agree to participate in such a recording or broadcast by means of a rider to the Artist's COA Engagement Contract. Such a possibility shall in no way be binding upon the Engager and is solely intended to make the Artist aware that such a possibility exists. However, negotiations for payment for a recording or broadcast may take place after the COA Engagement Contract is negotiated and signed.

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

48:04 Contractual Arrangements**(A) Performers**

Performers shall be signed to a separate ACTRA contract for the recording and copies of the contracts shall be filed with Equity by the Engager. The Engager agrees that the responsibility for the payments lies solely and exclusively with the Engager and all payments to the Artist shall be in addition to and separate from payment and fees stipulated in the Artist's COA Engagement Contract for the period with the exception that residual payments are the responsibility of the individual or entity signing the ACTRA contract as producer.

(B) Non-Performing Artists

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

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

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

48:05 Payments in Addition to Equity Fees

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

48:06 Commercial Use of a Recording Made for Non-Commercial Purposes

Should the Engager contemplate the commercial use of any recordings made under the provisions of Article 47:00, the Engager shall ensure that appropriate ACTRA arrangements are put into place retroactively.

48:07 Recording of Regularly Scheduled Rehearsal and/or Performance

Within the allowable rehearsal and performance hours of this Agreement, the Engager may record a regularly scheduled rehearsal and/or performance for commercial use provided that applicable contractual arrangements are made prior to the recording taking place. In such a case, the Engager will give the Artist not less than forty-eight (48) hours' written notice prior to the recording take place. A copy of this notice shall be filed with Equity.

48:08 Specially Prepared Recording

A specially prepared recording is defined as a recording of a rehearsal and/or performance that is undertaken solely for the purposes of the recording, either at the theatre or elsewhere (i.e. studio). A specially prepared recording may not be made on a two-performance day.

(A) Recording on a Single Performance Day

On a day on which the Artist has no more than one (1) performance, the Artist may be called for the purpose of a specially prepared recording to a maximum of eight (8) out of a span of nine (9) hours with a one (1) hour break after no more than five (5) hours. The recording call shall be completed no later than no later than ninety (90) minutes prior to the Artist's half-hour call.

(B) Recording on a Non-Performance Day

On a day on which the Artist has no performance scheduled, the recording sessions including rehearsals may be a maximum of eight (8) out of twelve (12) hours. The overnight rest period the night prior to and the night following the making of a specially prepared recording shall not be less than ten (10) hours.

49:00 LIVE SIMULCAST

49:01 Provision for Live Simulcast

One time per Season the Engager may undertake a live simulcast of a performance of a Mainstage production to a remote location(s) for the purpose of presenting a free community event promoting the art of opera and the Engager and its Artists.

49:02 No Additional Compensation

Artists participating in a performance which is simulcast in accordance with this Article shall not receive additional compensation.

49:03 No Capture

The performance may be live simulcast only and there shall be no recording for any purposes, including a time-delay, unless notice and intent is previously given in accordance with Article 48:00, and appropriate arrangements have been executed for all Artists involved.

50:00 CONCERTS, WORKSHOP AND DEVELOPMENT ACTIVITY, AND CASUAL PRESENTATIONS

The following constitute the provisions for concerts, workshop and development activity and casual presentations where no admission fee is charged and an orchestra is not involved. It is understood that this policy does not apply to full scale productions or any presentation which utilizes sets, staging (Stage Director/Choreographer), props or costumes.

It is agreed that such concerts and casual presentations will not replace the usual program of main stage repertoire. It is recognized that these presentations will not replace staged school and community productions but that these provisions may be used to supplement the outreach programs of the Engager.

These provisions apply primarily to the casual engagement of Artists for the purpose of promoting the activities of the Engager and thereby promoting the development of Canadian Artists. Nevertheless, these provisions may be utilized to develop new works or other activities with no public presentations. These may include, but are not limited to, the participation of singers in auditions for conductors, coaches, directors and choreographers.

All other terms of this Agreement shall apply except as amended herein.

50:01 Promotional Concerts with No Admission Charge

Other Activities with No Public Presentation and No Orchestra

If the Artist does not have a current COA Engagement Contract with the Engager, rehearsals and non-performance activities in this category shall be contracted separately at the following minimum rates:

(A) Fee

The fee, as specified below, shall apply for the first rehearsal or non-performance activity, maximum two (2) hour call, in an engagement week.

2025-2028	
First Rehearsal or Non-performance	\$170.77

The fee as specified below shall apply for subsequent rehearsals or non-performance activities and the maximum call shall be two (2) hours.

2025-2028	
Subsequent Rehearsals	\$141.00

(B) Additional Services Fee

If a third hour is required in a rehearsal call, the Artist shall receive an additional fee as specified below.

2025-2028	
Third Hour	\$70.52

A meal break of no less than one (1) hour in duration shall be given after no more than three (3) consecutive hours of work. The Artist shall invoice the Engager for the additional services at the rate as specified below, plus Rate 1 as specified in Clause 11:09(C) for any invasion of the meal break.

2025-2028	
Meal break Invasion	\$70.52

(C) Performance Activity Fees and Requirement

A fee as specified below shall apply to the first performance activity, maximum three-and-a-half (3-1/2) hour call, in an engagement week. The three-and-a-half (3-1/2) hour call shall be inclusive of the half-hour call, if required by the Engager.

2025-2028	
First Performance Activity	\$311.51

If the Artist does have a current COA Engagement Contract with the Engager, activities in this category shall be contracted, should the Artist agree, by an additional duty rider for a minimum additional fee as specified below.

2025-2028	
Minimum Additional Fee	\$282.04

The additional duty fee shall be paid each week or part thereof on a continuous basis from the first rehearsal for the activity in this category until the final performance activity addressed by the additional duty rider. The Artist may not be required more than twice in each engagement week for the preparation or presentation of the activity. The Artist shall invoice the Engager for the additional services at Rate 1 as specified in Clause 11:09(C) if the additional duty causes the Artist to exceed the daily or weekly maximum hours of work or maximum number of performances as specified in Article 17:00.

50:02 When Admission is Charged and/or an Orchestra is Involved

The following constitute the provisions for concerts where admission is charged, and/or orchestra is involved and/or the purpose of the concert is primarily artistic and not promotional.

(A) Concerts Added to a Pre-Existing COA Engagement Contract

Concerts may be added to a pre-existing COA Engagement Contract, should the Artist agree, with an additional duty rider for a minimum additional fee as specified below.

2025-2028	
Minimum Additional Fee	\$376.04

The additional duty fee shall be paid each week, or part thereof, on a continuous basis, from the first rehearsal for the concert until the final concert performance addressed by the additional duty rider. The Artist may not be required more than twice per engagement week for the preparation or presentation of the concert. The Artist shall invoice the Engager for the additional service at the applicable Rate(s) as specified in Clause 11:09(C) if the additional duty causes the Artist to exceed the daily or weekly maximum hours of work or maximum number of performances as specified in Article 17:00. Continuous engagement applies to all concerts contracted by an additional duty rider. The regular provisions of this Agreement apply to concerts contracted by such riders rather than Article 42:00.

(B) Concerts on a Per-Service Basis

(i) Rehearsal

2025-2028	
First Half (1/2) Hour	\$76.49
Second and Subsequent Half (1/2) Hour	\$47.00

The minimum call shall be two (2) hours.

The Artist shall receive a one (1) hour meal break after no more than three (3) consecutive hours of rehearsal. The Artist shall invoice the Engager for the additional services at the rate as specified below per half-hour or part thereof, plus Rate 1 as specified in Clause 11:09(C) for any invasion of the meal break.

2025-2028	
Meal Break Invasion	\$47.00

(ii) Performance

The fee as specified below shall apply to the first performance activity, maximum three-and-a-half (3-1/2) hour call, in an engagement week.

2025-2028	
First Performance Activity	\$499.53

The three-and-a-half (3-1/2) hour call shall be inclusive of the half-hour call, if required by the Engager. Any call in excess of three-and-a-half (3-1/2) hours in length, will require additional payment per half-hour, as specified below.

2025-2028	
Excess Call	\$67.68

A fee as specified below per performance activity, maximum three-and-a-half (3-1/2) hour call, inclusive of the half-hour call, if required by the Engager shall apply for any subsequent performance in the engagement week.

2025-2028	
Subsequent Performance	\$443.06

(C) Concerts on a Weekly Basis

An Artist can be engaged for concerts on a weekly basis, with a minimum term of one (1) week. Should the term of the Artist's COA Engagement Contract exceed one (1) week, then the Artist shall be paid at the rate of one-sixth (1/6) of the weekly contractual fee per additional day. Continuous engagement under these circumstances is required and Clause 11:03 applies.

(D) Full-Length Concert Performances

In the event of concert performances of a full-length opera, operetta or piece of musical theatre, the Artist shall receive no less than one (1) week's minimum fee.

50:03 Requirement for Stage Management

A Stage Manager will be engaged for any performance where there are technical or production elements requiring Stage Management supervision. If a Stage Manager is required, in accordance with Clause 38:09 the Artist will receive a pro-rated daily fee based on the applicable weekly rate.

50:04 Point of Origin

Clause 13:14 regarding point of origin conditions will apply.

50:05 Outside Point of Origin

Clause 39:06 will apply when the Artist is outside the point of origin. For the purpose of this Clause, should the Artist agree to use the Artist's own private vehicle, the Artist shall receive compensation at a rate no less than as is specified below.

2025-2028	
Per Kilometre	\$0.64

Travel time outside of the City of Toronto, when the Artist is engaged under the provisions of this Clause, shall require an hourly payment as specified below.

2025-2028	
Hourly Travel Time	\$27.38

50:06 Span of Day, Hours of Work, Meal Break, Number of Performances

Except as amended herein, the provisions of Article 42:00 of this Agreement shall apply in regard to span of day, hours of work, meal break, and number of performances.

50:07 Application Outside Point of Origin

Clause 11:10 will apply outside point of origin.

50:08 Ensemble Studio Artists and Artist Interns

Ensemble Studio Artists and Artist Interns shall be engaged in accordance with Article 43:00. Artist Interns involved in performance activity not permitted in Article 43:00 must be engaged under the provisions of this Article.

51:00 PRODUCTION / CONCERT / WORKSHOP CHECKLIST

Not later than four (4) weeks prior to the first rehearsal in a season, the Engager shall provide to Equity a summary of every planned production, concert, workshop and any other activity in the upcoming season, including:

- (i) a list of all Artists contracted for these activities;
- (ii) each Artist's contractual fee and dates of engagement, including preparation fees and lodging allowances;
- (iii) a list of the Choristers and Supplementary Choristers to be engaged in the current season (per production); and
- (iv) chorister seniority provisions, in accordance with Appendix G; and
- (v) the front page of the score for each production.

Not later than four (4) weeks prior to the first soloist rehearsal in a mini-season, the Engager shall provide to Equity any updates to the information provided before the start of the Season.

52:00 PROPOSALS FOR A NEW AGREEMENT

The Engager and Equity agree to submit proposals to each other for a new Agreement no later than two (2) weeks prior to the start of the first day of scheduled negotiations, unless otherwise agreed between the parties.

APPENDIX A Not in OUR Space! INFORMATION AND RESOURCES

Information on the Not in OUR Space! initiative and associated resources can be found at: www.caea.com.

APPENDIX B SIDE LETTER FOR COMPUTER-GENERATED COA ENGAGEMENT CONTRACTS

Equity shall provide electronic COA Engagement Contract templates to the Engager, a master copy of which has been mutually agreed to by both parties. The cost of the preparation of any electronic COA Engagement Contract templates shall be borne equally by both parties.

Any modification of the template without the prior written agreement of Equity shall be considered a breach of this Agreement and render the COA Engagement Contract null and void. Use of electronic COA Engagement Contract templates is contingent upon the Engager maintaining sufficient security year round in accordance with Clause 24:01 of the Agreement.

APPENDIX C SIDE LETTER FOR ARTIST REPRESENTATIVE AT COC BOARD MEETINGS

The COC Board of Directors will at the request of the Communication Committee, convene a meeting to allow the committee to represent the interests of COC Artists to the Board, to consider policies and decisions in view of the needs of the Company as a whole and to contribute to discussion with this in mind.

It is understood and agreed that the intent of this Side Letter is to provide for equal representation of Equity Artists and members of the COC Orchestra to the COC Board of Directors. Should the Engager agree to a different arrangement for Board Representation with the COC Orchestra, the Engager and Equity agree to apply the same arrangement to Equity.

APPENDIX D SIDE LETTER FOR REMOTE RADIO BROADCAST RATES

For the duration of this Agreement, when there is a remote radio broadcast, the Engager proposes to pay the following rates, based on the applicable ACTRA rate, for Artists not covered by the ACTRA agreement:

Stage Manager	Soloist rate
Assistant Stage Manager	Chorus rate
Dancers, Mimes, non-speaking Actors	one-half (1/2) Chorus rate
Stage Director	Chorus rate
Assistant Stage Director	Chorus rate
Choreographer	one-half (1/2) Chorus rate

If the opera has no Chorus, the Chorus rate will be understood as the rate for groups of twenty (20) or more. Equity dues and benefits would not apply on these fees.

APPENDIX E CATEGORIZATION OF ROLES

The Categorization of Roles as agreed upon between Equity and the Engager is available for download at www.caea.com.

Preamble

It is understood by Equity and the Engager that the Categorization of Roles and Chorus minimums form an integral part of the Canadian Opera Agreement, and that these categories and definitions will be used in determining role categorization and chorus minimums for new works. In order for the Chorus minimums contained in the Categorization of Roles to be deemed to be met, the Chorus positions must be filled by Choristers engaged on Chorus Engagement Contracts.

(A) Categorizations: (L = Lead, F = Featured, S = Supporting, B = Bit, CB = Chorus Bit)

(i) Leading Role: A Major, Principal Role “(L)”

A primary character (or characters) in the Opera from whom all action spreads and around whom all action comes together. A protagonist or antagonist. The heroine, the hero, the villain or the victim whose pivotal position at the center of the plot is eminently vital to the development of the story. A leading role, in addition to its focal position in the plot, bears the greatest vocal and dramatic responsibility in the opera.

(ii) Featured Role: A Distinct Outstanding Role Given Special Prominence “(F)”

Not as dominant as a leading role, and not focal in its position relative to the plot. A distinguished character nevertheless, usually requiring a quality voice and/or exceptional acting ability, dramatic presence, unique vocal range and/or vocal virtuosity. The role may have an important aria, duets, a complete scene or a complete act. “Feature” status may also apply to a prominent character involved in the intricate ensemble of an opera whose relationship has a complementary significance to the development of the plot, and who maintains vocal and dramatic presence throughout the opera.

(iii) Supporting Role: A Secondary, Intermediate, Auxiliary Role “(S)”

Sustains and strengthens the plot, while maintaining vocal and acting support throughout the action of the opera. A supporting role may have an aria or a duet, considerable amount of ensemble singing or particular acting requirements. It may be that a supporting role is not a sung role, but a significant Spoken “(Sp)” role. A supporting role may not, however be a Mute “(M)” role. Somewhat shorter roles which none the less fit the profile outlined above in their importance and connection to the plot are also classified as supporting.

(iv) Bit Role: A Small Role “(B)”

A minor role of limited size and scope in vocal and artistic demands, and of a lesser importance and intensity relative to the plot. It may be a sung, Spoken “(Sp)”, or Mute “(M)” role. A Bit role usually features at least several solo phrases of music or spoken lines; however, or it may also refer to a Mute “(M)” role which appears as a named character in the cast list (face page) of the musical score. It is usually performed by a Soloist, but may also be assigned to a Chorister or Ensemble Studio member.

(v) Chorus Bit Role: A Small Role of Short Duration performed by a Chorister “(CB)”

In most cases a “Step-Out” sung, or Spoken “(Sp)” role ranging from a single word to no more than a few solo phrases of music or lines of dialogue that is separate and unique from the music and text sung by the rest of the chorus. The role may be labeled generically (e.g. “Solo”, “A Man”), or may be a named character that appears in the cast list (face page) of the musical score. A chorus bit role may possibly require a costume change, in a brief scene not involving the chorus.

(B) Versions

It is acknowledged that many versions of the standard repertoire exist, and sung and/or spoken lines are customarily truncated in performance. These factors may affect the classifications of the roles as cited in this Appendix, reducing those roles in importance. In the case where cut lines or music result in the excising of a role in its entirety, it is understood that the character in question is omitted from the cast.

(C) Mute Roles (M)

In the case of a Mute "(M)" role (with no sung or spoken lines), which appears as a named character in the cast list (face page) of the musical score, the role shall first be offered to an Equity Artist appropriate for the role (i.e. Chorister, Ensemble Studio member, Dancer, or Actor) already engaged under a weekly contract in the production in question. The Artist will be credited in the Cast of the printed house program, however it is understood that the Artist accepting the role will not receive any compensation for this role over and above the Artist's contractual fee. Artists accepting these roles may need to be available for rehearsal outside of the regular chorus rehearsal hours, and such availability would be a condition of accepting the role.

Where an appropriate Artist is not available and/or interested in accepting the Mute role, and where the role does not require any special theatrical skill or training, the role may be filled by a Supernumerary.

APPENDIX F SIDE LETTER ON BONUS PAYMENT

In recognition of past practice regarding the contracting of Artists, the following Artists will receive a bonus payment as specified below which shall apply to each week of the Artist's engagement. This bonus payment shall apply to each future engagement of the Artist during the term of this Agreement and beyond.

2025-2028	
Bonus Payment	\$32.87

Acton, Sharon	Campbell, David	Dollman, Diana
Allert, Grant	Campbell, Pamela	Dorrance, Kathleen
Anderson, Kristine	Campbell, Rod	Dudycz, Andriv
Anderson, Valdine	Campion, Anne	Duff, Catherine
Arnot, David	Caña, Lilac	Duyn, Brian
Ashton, Craig	Carpenter, Gregory	Eastwood, Danny
Atchison, Mehgan	Carr, Bill	Emelianov, Igor
Attrot, Ingrid	Carson, Louise	Erickson, Stephen
Avey, John	Carty, Shane	Evans, Robert
Balkan, Glenda	Cavanagh, Michael	Evason, Leo
Ball, Margaret	Chamandy, Dan	Fanning, John
Banning, Gerard	Chamandy, Jennifer	Fedkenheuer, Liesel
Barber, Kimberly	Charlton, Elizabeth	Feldman, Laurie
Barcellona, Mary Anne	Cherkasov, Nikolay	Field, Janet
Barrett, Michael	Chi, Joseph Song	Filipovic, Antonija
Barrett, Peter	Chipman, Olwyn	Fitzgerald, Michael
Baumgartel, Karen	Christensen, Terry	Fleuriau-Chateau, Alex
Bayne, Jennifer	(Christiansen)	Fonseka, Trevins
Beal, Ken	Chown, Andrew	Foster, Jilian
Bedal, Penelope Lu	Chung, Sam	Fowler, Charles
Bell, Beverley	Chung, Sung	Franko, Edward
Bell, Mariana	Clark, Jesse	Freedman, Robert
Bella, Mary	Clarke, Mary Louise	Freeman, Marianne
Bennett, Donna	Cleland, Rachel	Fris, Barbara
Bennett, Linda	Clouthier, André	Funk, Ian
Bergamin, Anthony	Collins, Martha	Giesbrecht, Dennis
Berge, Brenda	Colvin, Michael	Gleadow, Robert
Bisch, Ann	Cormier, Bruno	Godbout, Sylvie
Black, Susan	Cotton, Lawrence	Goertz, Thomas
Blake, Penelope	Coyea, Christopher	Gokool, Steve
Blanchet, Peter	Critelli, Christopher	Gonzalez, Valerie
Boldt, Keith	Curtis, Sherri	Goodwin, Dennis
Bouey, Stephen	Da Camara, Diane	Gooljarsingh, Peggy
Boutet, Benoit	Daboll, Mark	Grace, Judy
Bouthot, Renee Lynn	Dahl, Gregory	Greaves, Roy
Braun, Russell	Davis, Karen	Gregory, Cristen
Brett, Kathleen	De Bruyn, Maaïke	Grenier, Robert
Brockington, Maggie	Dea, Janet	Grenzberg, William
(Margaret Ann)	Catherine	Greydanus, Ron
Brown, Gary	Deacon, Pamela	Grounds, Christopher
Brown, Herbert	Decosse, Jon-Paul	Grundy, Gerald
Brown, Joan	Demougin, Anne	Haas, Rebecca
Brown, Nils	Dennis, Bruce	Haberl, Elizabeth
Buchanan, Paul	Dibblee, Sally	Haire, Catherine
Buchanan, Sylvia	Dihel, Jane	Handrigan, Stephen
Budgell, David	Dihel, Viorel	Hanks, Robert
Burgess, Norine	Dobie, Elizabeth	Harach, Janet
Burke, Eugene	Dobson, Alexander	

Heit, Sally
 Hendsbee, Blaine
 Hennig, Robert
 Heppner, Ben
 Hetherington, Ross
 Hickman, Cheryl
 Hicks, Elizabeth
 Hill, Megan
 Hirst, Susan
 Honeywell, Roger
 Horst, Steven
 Hounsell, Joanne
 House, Blair
 Houtman, Martin
 Huschilt, Paul
 Irwin, Henry
 Jackson, Bernard
 Jakobsh, Randall
 James, Colin
 James, Eleanor
 Jameson, Peggy
 Janus, Catherine
 Jardine, Melanie
 Jefferies, David
 Jensen, Christian
 Joachim, Doreen
 Johnston, Kristina
 Jones, Meara Kathleen
 Jotkus, Peter
 Jueteson, Bernard
 Karan, Ilona
 Katz, Joel
 Kehler, Jason
 Kerr, Philip
 Kim, Jooryun
 King, Frank
 Klassen, Keith
 Klassen, Lori
 Kliewer, Gisela
 Kolomyjec, Joanne
 Kramer, Marcus
 Krause, Anita
 Krysa, Brent
 Kuipers, Michael
 Lake, Cheryl
 Lamont, Jason
 Lancaster, Scott
 Langford, Sarah
 Latimer, Bruce
 Latimer, Carole
 Leibel, Jane
 Leigh, Matthew
 Leigh, Steven
 Letourneau,
 Colleen (-Gallé)
 Leydier, Angélique
 Loewen, Robert

Longo, Robert
 Lorcini, Nina
 Luttrell, William
 MacDonald, Pamela
 Mack, Judith
 MacLeod, Gordon
 MacMaster, John
 MacNaughton, Doug
 Mandel, Michael
 Mangus, Mark
 Marchand, Hélène
 Marinucci, Remo
 Martin, Robert
 Massel, Paul
 Masterson, Mary Jo
 McGillis, John
 McGillivray, Peter
 McHardy, Allyson
 McLean, James
 McMahon, Christine
 McMillan, Brian
 Mead, Katie
 Meilleur, Robert
 Metcalfe, Robert
 Mieske, Dale
 Miller, Derrick
 Miller, Sharon Anne
 Milne, Robert
 Missen, Robert
 Mizen, Jim
 Mulroony, Michael
 Neufeld, Iraina
 Neville, Michelle
 Newman, Marion
 Nickel, Brian
 Nielsen, Wendy
 O'Brien, Jane
 O'Reilly, Trish
 Ohlmann, Daniel
 Oland, Erik
 Oros, Paul
 Overes, Deborah
 Owen, Robert
 Patenaude, Julien
 Paterson, Janice
 Patterson, James
 Paulin, Nathalie
 Paulionis, Vytautas
 Peloquin, Pierre
 Pickering, Mervyn
 Pieczonka, Adrienne
 Pilon, Robert
 Pipher, Jackalyn
 Poff, Rebecca
 Pologato, Brett
 Pomeroy, David
 Porter, Susan

Portnoi, Igor
 Pounds, David
 Prata, Gabrielle
 Primak, Olga
 Pujol, Marcos
 Pybus, Alison
 Rainbird, Michael
 Rajic, Bojana
 Reid, Bruce
 Reid, Robert Martin
 Richards, Margaret-Anne
 Robinson, Stacie
 (Also Stacie Dunlop)
 Rockwell, Paula
 Roman, Emilio
 Ryan, Theresa Lee
 Sadegur, Barbara
 Saika-Voivod, Igor
 Saks, Gidon
 Salemka, Daria
 Schiebler, James
 Segal, Lauren
 Selig, Debra
 Sereda, Susan
 Sharpe, Blaine
 Sharpe, Robert
 Shaw, Eric
 Shawn, Terence
 Shemesh, Marina
 Sherwood, Steven
 Shust, Michael
 Sim, Margot
 Sjölander, Marian
 Sketris, Paul
 Smith, Janet
 Smith, Michael
 Smith, Tracy
 Snable, David
 Snethen, Letty (Laetitia)
 Sottile, Marc
 Soulis, Mary
 Soulodre, Claude
 Spence, Timothy
 Spencer, Reid
 Spiel, Belva
 Sproule, Michael
 Steiner, Nicolino
 Stevens, Deborah
 Stewart, Robert
 Stiff, Tim
 Stilmachenko, Larissa
 Stilwell, Barry
 Stilwell, Jean
 Such, Jennie
 Suchard, Susan
 Suozzi, Paula
 Szabó, Krisztina

Szuba, Richard	Tomczak, Karl	West, Lyn
Tait, Catherine	Tracey, Chris	Westman, James
Tait, Krystine	Tsagkaris, Susan	Whicher, Monica
Tam, Andrew	Tucker, Helga	Wicha, Hari
Tanner, Erika Lee	Turnbull, Elizabeth	Wiebe, Alexander
Tarver, Jennifer	Ursan, Robert	Wills, Sheila
Tees, Andrew	Van Huis, Harold	Wolfe, Mitzi
Terry, Margaret	Van Winkle, Louise	Woodburn, Anne
Tessier, John	Vesterdal, Ellen	Wright, Joan
Theiss, Richard	Vlandaaren, William	Wright, Michelyn
Thompson, Caroleve	Walsh, Barbara	Ydenberg, Karen
Thomson, Heather	Watson, Sean	Zerbe, Monica
Timney, Patrick	Webster, Ken	Zin-Orlowski, Marianne

In recognition of past practice regarding the contracting of Artists, the following Artists will receive a bonus payment as specified below which shall apply to each week of the Artist's engagement. This bonus payment shall apply to each future engagement of the Artist during the term of this Agreement and beyond.

2025-2028	
Bonus Payment	\$36.69

Antony, Rosa	Groenewegen, Nicolas	Roche, Colin
Baker, Ken (Kenneth)	Grant, Allison	Rohatyn-Makohon, Oksana
Barnes, Peter	Haney, Ronald (Ron)	Smiley, Jayne
Bergeron, Jo-Anne	Herriot, Robert	Smith, Eileen
Berwick, Wayne	Hurko, Roman	Spain, Lisa
Bindig, Marianne	James, Colin	Sparks, Marjorie
Blyth-Schofield, Susan	Jamieson, Douglas	Spencer, Martin
Bowen, William	Jones, Gaynor	Sullivan, Lisa
Boyes, Sandra	Kilianski, Lilian	Swanston, Marcia
Braun, Adreana	Knuckles, Edward	Thomas, Matthew
Cameron, Christopher	Kowan, Maria (Marie Anne)	Thompson, Jo Ann
Chan, Vitus	Kriter, John	Tonkiel(-Sienczewski),
Cho, Hyeil	Lavigne, William	Grazyna
Coates, Janet	Leatch, James	Vanstone, Suzanne
Cozzubbo, Graham	Lennox, Alexandra	Vitols, Vilma Indra
Cross, Gregory	Mackenzie, Ferguson	Whiting, Lenard
Crowley, June	Maillard, Dorothea	Wiens, Peter
Cruickshank, Timothy	Martin, Ingrid	Wilson, Mark (Marcus)
Dawson, Oliver	McClare, Stephen	Young, Stephen
Deedrick, Brian	McKeown, John	
Diamond, Tom	McQueen, Robert	
Dirstein, Robert	McWatt, Anne	
Dlugokecki, Anne	Morash, Craig	
Domoney, Kathryn	Neff, Daniel	
Downie, Michael	Neufeld, Rudolf	
Dunn-Prosser, Barbara	Nieboer, John	
Dytyniak, Halyna	Olinyk, Karen	
Evans, Margaret (Peggy)	Parrish, Tania	
Fawcett, David	Petropoulos, Stephanie	
Fleming, Thomas	Pinnington, Victoria	
Fox, Mark	Powel, Marilyn Gronsda	
Gavinchuk, Sandra	Racine, Francois	
Gluska, Brenda	Raiciu, Niculae	
Gosse, Sonya	Rand, Ronald (Ron)	
Gow, Brian	Robinson, Jennifer	

APPENDIX G SIDE LETTER ON ARTISTS' FEE PROTECTION

No fee negotiated for an Artist returning for an engagement with the Canadian Opera Company will include a roll-back fee specifically as the result of the change to a compensation model which is inclusive of benefits under the Canadian Opera Agreement. Any contractual fee negotiated on the previous "benefits added" basis will be converted as follows for the purpose of subsequent negotiation: $\text{NEGOTIATED FEE} + 3\% \text{ of NEGOTIATED FEE} + 4\% \text{ of NEGOTIATED FEE} + (\$22.01 \times \# \text{ of weeks of engagement}) = \text{EQUIVALENT INCLUSIVE FEE}$. The EQUIVALENT INCLUSIVE FEE shall form the Artist's new "minimum" negotiated fee for the purpose of future negotiations with the COC.

The intent of this commitment is that the COC will respect the over-scale bargaining history it has established with certain Artists and no Artist will have their ability to bargain for above-scale compensation reduced or eroded by virtue of the inclusive compensation model.

APPENDIX H SIDE LETTER REGARDING MEMBERSHIP FOR CHILDREN

The discussion of membership in Canadian Actors' Equity Association lies solely between the Association and the individual artist, or in the case of children, with the child's parent or legal guardian. One of the fundamental tenets of the Canadian Opera Agreement is that all Artists as defined in Preamble C shall be or become members of Equity, unless otherwise provided for, in order to accept an engagement at the Canadian Opera Company. Despite the requirement that a child performing a lead, featured, or supporting role must join Equity pursuant to Clause 12:08(A), Equity remains willing and open to discuss the individual circumstances of any prospective child performer who is not already a member of another professional artists' association or union with the child's parent or legal guardian. Equity commits to discussing, in good faith, the possibility of waiving or amending this requirement, or making alternative arrangements where it can be demonstrated that doing so would be in the best interests of the child. The Canadian Opera Company agrees to comply with the terms of any alternative arrangements set by Equity at its sole discretion, or alternatively, to engage the child performer in accordance with the full terms and conditions of this Canadian Opera Agreement.

APPENDIX I SIDE LETTER REGARDING SMOKE-FREE WORK ENVIRONMENT COC SMOKE-FREE WORK ENVIRONMENT POLICY

PURPOSE

In the interest of promoting a safe and healthy work environment, the COC has adopted this smoke-free workplace policy and complies with all applicable provincial and municipal laws.

SCOPE

This policy covers the use of all smoking-related products, including, but not limited to, tobacco products, electronic cigarettes (vaping), cannabis, and cannabis-related products.

GUIDELINES AND EXPECTATIONS

Smoking is prohibited in the following areas:

- (a) Indoor workplaces on COC/COHC premises
- (b) Within a nine-metre radius surrounding any entrance or exit of a public building
- (c) In company vehicles or while operating other equipment
- (d) Any other areas where smoking is prohibited by applicable acts or regulations

Medical cannabis will be treated the same as all other medically approved medication. Where an employee requires the use of medical cannabis, it is expected they adhere to any individualized accommodation plan prepared on their behalf.

Smoking will be permitted nine metres away from any entrance or exit to our facilities and only during an employee's designated breaks. Also, as an exception under the Smoke-Free Ontario Act, 2017, if and when required, an actor may use electronic cigarettes in a stage production provided all of the conditions under the "Stage Production Exemptions" outlined in the Act are met.

DISCIPLINARY ACTION

In the event of a violation of this policy, the COC may pursue disciplinary action up to, and including termination of employment.

APPENDIX J SIDE LETTER REGARDING REGARDING ALCOHOL AND DRUG POLICY COC ALCOHOL AND DRUG POLICY

PURPOSE

We are committed to the health and safety of our Workers and have adopted this policy to communicate our expectations and guidelines surrounding the use and misuse of Alcohol and Drugs, including recreational cannabis. It is recognized that the use of Alcohol and Drugs may have serious adverse effects on your health, safety, and job performance. The intent of this policy is to accomplish our health and safety goal in a manner that is fair and consistent with the legal duty to accommodate (as applicable).

SCOPE

This policy applies to all COC premises. The guidelines and expectations outlined below also apply to any place where COC work or work-related activities are being performed, such as any work-related social events or other events related to a Worker's performance of duties, off-site locations where COC business occurs, in COC vehicles, or during travel for COC business.

DEFINITIONS

Alcohol: means any beverage containing any quantity of alcohol, including beer, wine, spirits and other drinks.

Drugs: illicit/illegal drugs, recreational cannabis, Medication and any other substance which may impair a Worker's Fitness for Duty or ability to perform their duties in a safe, effective or predictable manner.

Fit(ness) for Duty: a Worker is able to safely, predictably and effectively perform assigned duties without impairment resulting from the use, side-effects or after-effects of Drugs or Alcohol.

Medication: those substances legally obtained to treat symptoms, either over-the-counter or through a doctor's prescription, and including prescribed medicinal cannabis and other herbal remedies.

Worker: anyone employed by, working for, volunteering with or providing services to or on behalf of the COC, including independent contractors.

GUIDELINES AND EXPECTATIONS

Workers under the influence of Drugs and Alcohol on the job can pose serious health and safety risks both to themselves and to their fellow co-workers. To help ensure a safe and healthy workplace, COC reserves the right to prohibit certain items and substances from being brought onto or being present on COC premises or at COC-related activities. With this in mind:

Workers must:

- (i) Arrive to work Fit for Duty and able to perform their duties safely and in a lawful manner; and remain Fit for Duty for the duration of their work.
- (ii) Refrain from reporting to work or remaining at work while under the influence of Alcohol or Drugs (except Medications, to the limited extent permitted by this policy), or otherwise being at work while not Fit for Duty.
- (iii) Refuse a request to come into work if the Worker is not Fit for Duty.
- (iv) Refrain from using, possessing, distributing, or selling Alcohol or Drugs (except Medication, to the limited extent permitted by this policy), or Drug paraphernalia, while on COC premises (including COC vehicles) or while acting for or on behalf of the COC, including during paid and unpaid breaks. This includes refraining from the use, possession, distribution or sale of recreational cannabis.
- (v) Communicate to management the use of any Medication which may impact their Fitness for Duty or that could otherwise pose risk, limitation or restriction to their ability to perform their duties or that may require modification of duties or temporary reassignment.
- (vi) Inform COC of conduct by another Worker which is or appears contrary to this policy, and/or that poses a threat to the safety or health of any Worker, the public or damage to COC's property.
- (vii) Communicate a dependency or emerging dependency to Drugs or Alcohol to management or Human Resources, in accordance with this policy.

Management will:

- (i) Communicate and enforce this policy.
- (ii) Identify situations that suggest potential Drug or Alcohol impairment or a lack of Fitness for Duty, or that may otherwise cause concern regarding an individual's ability to safely perform job functions.
- (iii) Prohibit a Worker from performing their duties if that Worker is, or reasonably appears to be, not Fit for Duty or otherwise impaired by Drugs or Alcohol, or otherwise remove the Worker from any situation necessary to prevent risks associated with unsafe or unpredictable actions or behaviors.
- (iv) Make reasonable inquiries into the nature of the issue if there is reason to believe that a Worker is not Fit for Duty or is otherwise impaired by Drugs or Alcohol, including to determine if any remedial or other action is necessary.
- (v) Maintain confidentiality and privacy, unless otherwise authorized by law.

ALCOHOL, DRUGS AND DRIVING

Workers who are required to drive in the course of their duties at COC are strictly prohibited from doing so when under the influence of Alcohol or Drugs (including Medications that may impair their alertness or ability to drive). Driving under the influence of Alcohol or Drugs will not be tolerated.

MEDICATION USE (INCLUDING MEDICINAL CANNABIS)

Workers are permitted to use Medications on COC premises, subject to any legal duty to accommodate. However, Workers are responsible for knowing the potential effects that those Medications may have on their Fitness for Duty. A Worker is required to immediately report to management the use of any Medications which may impair the Worker's judgment or ability to perform their job. The Worker may be required to produce, at COC's request, medical documentation to substantiate the Worker's medical need for the Medications, the Worker's expected timeline for Medication use, and any side effects which may impact the Worker's judgment or ability to perform their job, and/or the Worker's Fitness for Duty.

Medical cannabis users are also required to abide by COC's Medical Cannabis Policy.

COMPANY/SOCIAL EVENTS

Workers may from time to time be invited to attend events that are sponsored by, promoted by, or relate to the business of the COC, and where Alcohol is served. At these events, we are all ultimately responsible for our own choices and behaviour regarding the consumption of Alcohol. If attending an event or activity where Alcohol is served, Workers must ensure that any Alcohol consumption does not adversely affect work performance, Workers' own safety or the safety of others, or COC's reputation in the community. While present at COC events, everyone shall act responsibly and shall conduct themselves in a manner that reflects well on the COC. In addition, everyone is expected to participate in a respectful manner and within an environment that is free from any form of harassment.

(A) Alcohol at Events

While attending COC events where Alcohol is being served, Workers must:

- (i) Drink responsibly and refrain from drinking and driving.
- (ii) Arrive to the event sober.
- (iii) Refrain from bringing outside Alcohol into the event.
- (iv) Consume Alcohol only where it is allowed, and in appropriate areas.
- (v) Monitor guests for signs of Alcohol impairment and ensure they remain in compliance with this and other COC policies.
- (vi) Refrain from abusing any system or measures put in place to limit Alcohol consumption.
- (vii) Consume Alcohol responsibly and with regard to the positive reputation of COC.

(B) Recreational Cannabis at Events

In regards to recreational cannabis use, Workers must:

- (i) Refrain from consuming recreational cannabis and driving.
- (ii) Arrive at the event sober.
- (iii) Refrain from bringing recreational cannabis into the event.
- (iv) Refrain from consuming cannabis on COC premises or in COC vehicles, or at the event premises, and only otherwise consume recreational cannabis in those areas permitted by law.
- (v) Consume recreational cannabis responsibly, only to the extent permitted by law and with regard to the positive reputation of the COC.

Acting responsibly, as stated above, includes not driving after consuming Alcohol or Drugs. We ask that Workers plan ahead, have a designated driver, take public transportation or use a taxi to get home safely.

At COC events, COC will take reasonable steps to regulate activities, and requests that attendees avoid excessive consumption of Alcohol or recreational cannabis. If a COC representative or other authority determines that a Worker is impaired, or is not in a legal state to operate a vehicle, they may request that the Worker surrender their keys and accept an alternative method home, such as accepting a taxi voucher, or a ride with a designated driver, to name a few.

DRUG OR ALCOHOL DEPENDENCY

(A) Self-reporting

COC recognizes that Workers may experience Drug or Alcohol dependency or addiction. COC strongly supports early diagnosis and encourages Workers with Drug or Alcohol dependencies or difficulties to step forward and request help voluntarily. COC will make reasonable efforts to assist Workers who self-disclose Drug or Alcohol dependency, subject to the legal duty to accommodate (as set out in more detail below). Workers will not be disciplined for requesting help but are expected to actively participate in the development and implementation of any assistance or other support provided by COC (if any).

(B) Accommodation for Employees of COC

In certain instances, COC may have a legal duty to accommodate Workers who are employees of COC and who experience Drug or Alcohol dependency or addiction. Subject to this legal duty, COC will make reasonable efforts to help the employee get the counselling, treatment and/or support needed to overcome these issues. Employees will not be disciplined for requesting accommodation but are expected to actively participate in the development and implementation of any accommodation efforts.

(C) Compliance with this Policy

Self-disclosure of Drug or Alcohol dependency, or requests for or participation in assistance or accommodation, does not eliminate the need for a Worker to maintain satisfactory work performance or to comply with this policy, and will not prevent the Worker from being subject to disciplinary action for violating this policy.

CONFIDENTIALITY

All medical and other confidential information obtained pursuant to this policy will be kept strictly confidential, except to the minimum extent necessary to enforce this policy or unless otherwise authorized by law.

DISCIPLINARY ACTION

Any Worker found violating this policy may be subject to disciplinary action. In situations where the Worker is an employee of the COC, this may include disciplinary action up to and including the termination of employment. In situations where the Worker is not an employee of the COC, the COC will take any steps that it deems appropriate to address the matter, which may include terminating the Worker's relationship with COC.

APPENDIX K SIDE LETTER REGARDING MEDICAL CANNABIS POLICY

COC MEDICAL CANNABIS POLICY

PURPOSE

We are committed to the health and safety of our Workers and have adopted this policy to communicate our expectations and guidelines related to medical cannabis. Medical cannabis will be treated the same as all other regularly prescribed medication. The COC has the same expectations for Workers who use medical cannabis as those who use all other types of medication.

SCOPE

This policy applies to all COC Workers. For the purpose of this policy, "Workers" means anyone employed by, working for, volunteering with or providing services to or on behalf of the COC, including independent contractors.

GUIDELINES AND EXPECTATIONS

Workers must:

- (i) Only use medical cannabis at the COC if they are authorized to do so by a qualified health-care practitioner, in accordance with and as defined by the Access to Cannabis for Medical Purposes Regulations.
- (ii) To the extent they are medically-required to use medical cannabis while at work:
- (iii) Inform Human Resources/Management if they will be using medical cannabis which has the potential to impair the Worker's judgment or ability to perform their job duties or provide services for the COC. A Worker does not have to disclose their specific medical diagnosis to the COC; however, the COC may request that the Worker provide additional documentation to substantiate their use including, but not limited to, the medical documentation outlined above, a physician's note, and/or a copy of the Worker's possession license.
- (iv) Maintain open and, as necessary, ongoing communications with management regarding the effects of medical cannabis use on their ability to perform their duties or services.
- (v) Use only the medically recommended dosage and frequency of doses.
- (vi) Where possible, use a method of consumption rather than smoking.
- (vii) To the extent the Worker must smoke medical cannabis as opposed to a method of consumption:
 - (a) Refrain from smoking in the presence of others in the workplace.
 - (b) Abide by all provincial and municipal smoking regulations.
 - (c) Refrain from sharing medicinal cannabis with any other Worker, even those who may have a similar prescription.
 - (d) Comply with COC's Alcohol and Drugs Policy, in addition to this policy.

Management will:

- (i) Treat Workers who use medical cannabis the same as all other Workers using prescription medication.
- (ii) Be familiar with and made aware of the effects of cannabis use and ensure Workers are not placed in any safety-sensitive situations.
- (iii) Assess the effects of the use of cannabis on Workers' performance on the job.
- (iv) Ensure that the use of medical cannabis does not adversely affect the safety of the Worker or others.
- (v) Respond to queries regarding the use of medical cannabis, while maintaining the privacy of a Worker's specific situation at all times.
- (vi) Ensure that any information provided to the COC in regard to medical cannabis use is considered confidential and will be treated as such, keeping a Worker's privacy as a top concern, second only to safety.

ACCOMMODATION FOR EMPLOYEES OF THE COC

COC will work with COC employees to accommodate medical cannabis use, subject to the legal duty to accommodate and up to the point of undue hardship. Accommodation may include, among other options, consultation with the employee's health care provider and/or accommodation experts to obtain direction on and support for the safe use of medical cannabis. The employee's cannabis use, including the appropriate usage schedules and other directions, may also be included as part of any workplace accommodation plan.

Accommodation may also be available to employees who are experiencing drug dependency or addiction. Additional information is available in the COC's Alcohol and Drugs Policy.

COC employees who believe that they require accommodation are encouraged to contact Human Resources.

DISCIPLINARY ACTION

Any Worker found violating this policy may be subject to disciplinary action. In situations where the Worker is an employee of the COC, this may include disciplinary action up to and including the termination of employment. In situations where the Worker is not an employee of the COC, the COC will take any steps that it deems appropriate to address the matter, which may include terminating the Worker's relationship with COC.

APPENDIX L SIDE LETTER ON CHORUS/SUPPLEMENTARY CHORUS

(A) Composition of the Chorus

- (i) The Chorus Artists for each Season will be chosen only from those Artists who have participated in general auditions for the Season, and are deemed to meet the artistic standards of the Engager, and as provided for below:
 - (a) The Chorus Artists to fill the Chorus minimums as provided for in the Categorization of Roles will be chosen from the roster of Artists who have previously been engaged on at least ten (10) COA Chorus Engagement Contracts.
 - (b) Once Clause (a) has been satisfied, any additional Chorus contracts may be filled by those Artists who have auditioned for the Season, meaning those Artists who have been previously engaged on a COA Chorus Engagement Contract and new Artists, up to a maximum of six (6) new Artists per Season. For these purposes, a COA Chorus Engagement Contract means an engagement for a single mini-season.
- (ii) In the event that the Chorus cannot be made up of Artists in accordance with the limitations above as there are not sufficient eligible Artists, the Engager may engage Artists from those who have auditioned for the Season. In this case, the Engager will inform Equity.
- (iii) In the case where the Engager is required to provide certain casting in order to obtain the rights to perform a particular work, or where the nature of the work necessitates the inclusion of Artists from certain communities, the Engager will consult with Equity in advance to discuss any necessary amendments to these provisions.

(B) Supplementary Chorus

The provisions of Clause 14:01(B) are amended to reflect that if the Engager requires a chorus larger than forty-four (44) the Engager may engage Choristers from forty-five (45) up to and including seventy-five (75) in accordance with Clause 14:01(B)(i).

For the period from the first day of Chorus staging through to the end of the week with the opening performance the Artist will be contracted at the full weekly Performer rate in 11:09(A) and be available to work up to thirty (30) hours in that time period.

It is understood the start of Chorus staging rehearsals may be pro-rated in accordance with Clause 11:03(A) if Chorus Music Prep takes place in the same week. Following the conclusion of the last staging rehearsal/opening performance week, the payment will revert to the usual Supplementary Chorus payment and hours in accordance with Clause 14:01(B)(i).

For any hours over and above thirty (30) per staging rehearsal week or fifteen (15) per performance engagement week, Supplementary Choristers will be compensated at an hourly rate calculated at one-hundred and fifty percent (150%) of the regular hourly rate per hour. The regular hourly rate is calculated at one-thirtieth (1/30) of the minimum weekly Performer fee.

(C) Request by a Chorus Artist to be in One Production in a Mini-Season

Notwithstanding the Supplementary Chorus provisions of the Agreement, in the case where a Chorus Artist is offered a COA Engagement Contract to be in both productions in a Mini-Season, and the Chorus Artist subsequently makes a request to be in only one (1) of those productions, the Supplementary Chorus provisions may be applied to that Artist's contract subject to Engager approval. This amendment to their COA Engagement Contract must be detailed in a rider to the Artist's contract, a copy of which is to be filed with Equity.

APPENDIX M SIDE LETTER REGARDING RESPECTFUL, EQUITABLE AND INCLUSIVE ENVIRONMENT

The Engager and Equity acknowledge and are committed to a work environment that is anti-racism, anti-oppression and anti-harassment to ensure a healthy environment that is respectful, equitable and inclusive for staff, artists and audience members.

The Engager will provide training (that is reviewed and updated annually) to support this commitment.

COA

2025 - 2028

Canadian Actors'

EQUITY

Association

www.caea.com

National Office

44 Victoria Street, 12th Floor
Toronto, ON M5C 3C4

Tel: 416-867-9165

Email: busrep@caea.com

Western Office

Tel: 604-809-1046

Email: woffice@caea.com



www.coc.ca

Administration

227 Front St. E
Toronto, ON M5A 1E8

Tel: 416-363-6671

Fax: 416-363-5584