

# ITA

## Independent Theatre Agreement 2024-2027

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Minimum fees for 2024-2025 shall apply from  
June 24, 2024 to June 22, 2025

Minimum fees for 2025-2026 shall apply from  
June 23, 2025 to June 21, 2026

Minimum fees for 2026-2027 shall apply from  
June 22, 2026 to June 20, 2027

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All minimum fees are specified in the 2024-2027  
Independent Theatre Agreement Fee Booklet

# Table of Contents

<b>PREAMBLE</b>	<b>1</b>
(A) Agreement -----	1
(B) Purpose -----	1
(C) Equity -----	1
<b>1:00 RECOGNITION OF EQUITY AND THE APPLICATION OF THE AGREEMENT</b>	<b>1</b>
<b>2:00 COMMUNITY ENGAGED ACTIVITY</b>	<b>1</b>
<b>3:00 EQUITY MEMBERSHIP AND AUTHORIZATION</b>	<b>2</b>
3:01 Equity Members in Good Standing -----	2
3:02 Authorization to Deduct Working Dues -----	2
(A) Equity Member -----	2
(B) Non-Member -----	2
(C) Theatres Not Responsible for Basic Dues -----	2
(D) Theatre Responsible for Basic Dues -----	3
3:03 Deductions -----	3
(A) Payment of Equity Working Dues -----	3
(B) Equity Member Benefits -----	3
(C) Other Deductions -----	3
(D) Exemptions from standard Equity deductions -----	3
3:04 Discounted Ticket Policies -----	3
<b>4:00 LAWS GOVERNING THE ITA</b>	<b>3</b>
4:01 Provincial Jurisdiction -----	3
4:02 Statutory Conflicts -----	3
4:03 Canadian Statutes -----	4
4:04 Provisions Affected -----	4
<b>5:00 RESPONSIBILITY OF THE ARTIST</b>	<b>4</b>
5:01 Independent Contractor -----	4
5:02 Equity Membership and Membership in Good Standing -----	4
5:03 Rules and Regulations -----	4
5:04 Absences from the Theatre's Point of Origin -----	4
5:05 Impairment -----	4
(A) Ability to Perform -----	4
(B) Termination -----	4
5:06 Exclusive Service of the Artist -----	5
<b>6:00 MANAGEMENT RIGHTS</b>	<b>5</b>
6:01 Management Rights -----	5
<b>7:00 EQUITY MEMBER'S OBLIGATION TO EQUITY</b>	<b>5</b>
7:01 ITA Engagement Contract -----	5
7:02 Equity Constitution and Bylaws -----	5
7:03 Discipline of Members -----	5
<b>8:00 CANADIAN ACTORS' EQUITY ASSOCIATION - SPECIAL PROVISIONS</b>	<b>5</b>
8:01 Benefit Performances -----	5
8:02 Membership Meetings - Privilege of Artists to Attend -----	6
8:03 Special Power to Act for Artist -----	6
(A) Authority -----	6
(B) Consent -----	6
(C) Representation -----	6
8:04 Equity Liaisons and Authorized Representatives -----	6
(A) Equity Liaisons -----	6
(B) Authorized Representatives -----	6

# Table of Contents

8:05	Company Meetings-----	6
	(A) Secret Ballot -----	6
	(B) Alteration to the Standard ITA Engagement Contract -----	7
	(C) Attendance -----	7
	(D) Determination of Executive Director of Equity -----	7
8:06	Auditions -----	7
	Preamble-----	7
	(A) Notice of Auditions -----	7
	(B) Roles Previously Cast -----	7
	(C) Notification of a Role Depicting a Character with a Disability-----	7
	(D) Audition Submission Prohibition -----	7
	(E) General Auditions-----	7
	(F) Priority Scheduling -----	8
	(G) Attendance -----	8
	(H) Nudity -----	8
	(I) Casting Authority Present -----	8
	(J) Assignment of Casting Prohibited -----	8
	(K) Evening Auditions -----	8
	(L) Audition Space Prohibitions-----	8
	(M) Audition Facilities -----	8
	(N) Audition Space Accessibility Considerations -----	8
	(O) Venue Suitability -----	8
	(P) Individual Auditions -----	8
	(Q) Requirement for Actors to Sign-in-----	9
	(R) Audition Information Sheet -----	9
	(S) Maximum Number of Calls -----	9
	(T) Participation in Another Actor’s Audition Call -----	9
	(U) Recording of Auditions -----	9
	(V) Self-Tape Submissions and Video Conferencing Auditions -----	9
	(W) Requirement to Provide a Musical Accompanist -----	10
	(X) Dance Surfaces -----	10
	(Y) Change Facilities -----	10
	(Z) Specifically Requested Material -----	10
	(AA) Requested Material Availability -----	10
	(BB) Callback Auditions-----	10
8:07	Musical Theatre Auditions -----	10
	(A) Groups for Dance Calls -----	10
	(B) Ensemble Auditions -----	10
	(C) No Requirement to Prepare Own Choreography -----	10
<b>9:00</b>	<b>HARASSMENT AND DISCRIMINATION</b>	<b>11</b>
	Preamble -----	11
9:01	Not In OUR Space! Program -----	11
9:02	Harassment -----	11
9:03	Reporting Harassment and Resolution Process-----	12
9:04	Requirement to Report -----	12
9:05	Relief of Termination Payment -----	12
9:06	Dispute Between Equity and the Theatre -----	12
9:07	Discrimination -----	12
	(A) Discrimination Prohibition -----	12
	(B) Termination Due to Discrimination is Prohibited -----	12
	(C) Artist Not Required to Render Services -----	12
	(D) Discrimination Due to Pregnancy or Parental Status -----	13
	(E) Discrimination for Association Activity -----	13
9:08	Non-Disclosure Agreements and Reprisal -----	13

# Table of Contents

<b>10:00</b>	<b>ACCESS, INCLUSION, AND ANTI-OPPRESSION</b>	<b>14</b>
10:01	Acknowledging Systemic Oppression and Exclusion	14
10:02	Commitment to Anti-Oppression and Inclusion	14
	(A) Joint Undertaking	14
	(B) Declared Actions: Anti-Oppression and Inclusion	14
10:03	Equitable Engagement Opportunities	14
	(A) Inclusive Casting and Engagement	14
	(B) Cultural Integrity in Casting	15
	(C) Accessible Opportunities	15
	(D) Inclusive Hiring in Theatre	15
10:04	Respectful Consultation, Collaboration, and Representation	15
	(A) Respectful Consultation and Collaboration	15
	(B) Respectful Representation	16
	(C) Prior Knowledge	16
10:05	Resolution of Issues Related to Identity	16
<b>11:00</b>	<b>BREACHES</b>	<b>17</b>
11:01	By The Theatre	17
	(A) Conditions	17
	(B) Procedure	17
	(C) Payment	17
	(D) Punitive Damages	17
	(E) No Waiver of Rights	17
	(F) Without Prejudice	17
11:02	By The Artist	18
	(A) Absences	18
	(B) Request for Absence	18
	(C) Equity's Right to Dispute	18
	(D) Penalties for Other Claims	18
11:03	Waiver or Release Not Permissible	18
11:04	Time Limit in Lodging Claims	19
<b>12:00</b>	<b>DEFAULTING THEATRES AND ARTISTS</b>	<b>19</b>
12:01	Theatre in Good Standing	19
12:02	Defaulting Theatres	19
	(A) No Requirement to Work	19
	(B) List	19
	(C) Insufficient Security	19
	(D) Interest Charge	19
	(E) Satisfaction of Claim	19
12:03	Defaulting Artists	20
	(A) Disciplinary Procedure	20
	(B) Satisfaction of Claim	20
<b>13:00</b>	<b>PRODUCTION PROSECUTED/ CONTRAVENTION OF CRIMINAL CODE</b>	<b>20</b>
13:01	Defending the Artist	20
13:02	Offensive Material	20
13:03	Arrest of Artist	20
13:04	Duty not to Contravene Criminal Code	20
13:05	Duty to Report Any Criminal Activity	21
13:06	Withdrawal from Contract Due to Contravention of Criminal Code	21
<b>14:00</b>	<b>PRESENTED COMPANIES</b>	<b>21</b>

# Table of Contents

<b>15:00</b>	<b>COMPANY CATEGORIES</b>	<b>21</b>
15:01	Company Category Calculation	21
15:02	Formulae	21
	(A) Single Productions, Not Part of a Series	21
	(B) Series of Productions with Consistent Ticket Prices	22
	(C) Special Circumstances	22
15:03	Supporting Documentation	23
15:04	Multiple Venues	23
	(A) Point of Origin	23
	(B) Differing Categories	23
15:05	Company Category for a Touring Production	23
	(A) Box Office Method	23
	(B) Guaranteed Fees Method	23
	(C) Mixed Method	24
15:06	Transfer	24
<b>16:00</b>	<b>FEES</b>	<b>24</b>
16:01	Legal Tender	24
16:02	At the Point of Origin	24
	(A) Payment by Cheque or Cash	24
	(B) Payment by Direct Deposit	24
16:03	On Tour	24
16:04	Time of Payment	24
	(A) Payment by Cheque or Cash	24
	(B) Payment by Direct Deposit	25
16:05	Harmonized Sales Tax (HST) or Goods and Services Taxes (GST)	25
16:06	Itemized Deductions and Payments	25
16:07	Agency Commissions	25
16:08	Additional Services Reports	25
16:09	Unpaid Fees	25
16:10	Partial Week of Engagement	26
	(A) Consecutive	26
	(B) No Hiatus	26
	(C) Payment for Pro-rated Days	26
	(D) Insurance Top Up	26
	(E) Rider	26
	(F) Number of Pro-rated Days	26
	(G) Inclusion of Free day	26
	(H) Failure of the Artist to Rehearse	26
16:11	Supplementary	26
	(A) Additional Duties	26
	(B) Additional Engagement	27
	(C) Concurrent Engagement Contracts	27
16:12	Term of Agreement	27
	(A) Current	27
	(B) Contracts Spanning Two Fee Schedules	27
	(C) Contracts Beyond the Current ITA	27
16:13	Actor Point of Origin Minimum Fees	27
16:14	Production Registration	27
16:15	Remittances	28
16:16	Additional Services Fees	28
16:17	Overnight Rest Period Infringement	28
<b>17:00</b>	<b>CONTINGENT COMPENSATION ON WEEKLY GROSS - NET RECEIPTS AND/OR PROFITS</b>	<b>28</b>

# Table of Contents

<b>18:00</b>	<b>DEFINITIONS</b>	<b>28</b>
18:01	Access and Accommodations-----	28
18:02	Actor-----	29
18:03	Artist-----	29
18:04	Assistant Choreographer-----	29
18:05	Assistant Director-----	29
18:06	Assistant Stage Manager-----	29
18:07	Basic Dues-----	29
18:08	Bit Cover-----	29
18:09	Child Supervisor-----	29
18:10	Children-----	29
18:11	Children's Chorus-----	29
18:12	Choreographer-----	29
18:13	Contractual Fee-----	30
	(A) Weekly Amount-----	30
	(B) Total Fee-----	30
	(C) Workshops and Readings-----	30
18:14	Contractual Payment-----	30
18:15	Cover-----	30
18:16	Dance Captain-----	30
18:17	D/deaf and/or Disabled-----	30
18:18	Director-----	30
18:19	Emergency Rehearsal-----	30
18:20	Engagement Week-----	30
18:21	Ensemble-----	31
18:22	Extraordinary Risks-----	31
18:23	Extras-----	31
18:24	Fight Captain-----	31
18:25	Fight Director-----	31
18:26	First Public Performance-----	31
18:27	Free Day-----	31
18:28	Half-Hour Call-----	31
18:29	Harassment-----	32
18:30	Intimacy-----	32
18:31	Intimacy Captain-----	32
18:32	Intimacy Director-----	32
18:33	Joint Production-----	32
18:34	Liaison-----	32
18:35	Minimum Fee-----	32
18:36	Musical Theatre Production-----	32
18:37	Opening-----	32
18:38	Overnight Rest Period-----	32
18:39	Past Practice Activities-----	32
18:40	Performance Day-----	33
18:41	Place of Residence-----	33
18:42	Point of Origin-----	33
18:43	Production Stage Manager-----	33
18:44	Recordings Used for Future Opportunities-----	33
18:45	Recording-----	33
18:46	Rehearsal Day-----	33
18:47	Rehearsals-----	33
	(A) Run-Through Rehearsal-----	33
	(B) Technical Rehearsal-----	33
	(C) Technical Dress Rehearsal-----	33

# Table of Contents

	(D) Costume Parades .....	33
	(E) Dress Rehearsal .....	34
	(F) Replacement Rehearsal .....	34
	(G) Dance, Fight or Intimacy Call .....	34
18:48	Repertory .....	34
18:49	Resident Director .....	34
18:50	Revival .....	34
18:51	Role .....	34
18:52	Sector 1 .....	34
18:53	Sector 2 .....	34
18:54	Single Production .....	34
18:55	Single Set .....	34
18:56	Span of Day .....	34
18:57	Specialty Assignment .....	35
18:58	Stage Fighting .....	35
18:59	Apprentice Stage Manager .....	35
18:60	Stage Manager .....	35
18:61	Standby .....	35
18:62	Stock .....	35
18:63	Supplemental Business .....	35
18:64	Swing .....	35
18:65	Theatre .....	35
18:66	Touring .....	36
	(A) Local (Not Overnight) Run-Outs .....	36
	(B) Overnight .....	36
18:67	Transfer .....	36
18:68	Underrepresented Groups .....	36
18:69	Performing Understudy .....	36
18:70	Understudy .....	36
18:71	Walking Cover .....	36
18:72	Working Dues .....	36
<b>19:00</b>	<b>POINT OF ORIGIN</b>	<b>37</b>
19:01	Theatre's Point of Origin .....	37
19:02	Change of Point of Origin .....	37
	(A) Change of Point of Origin for Rehearsals .....	37
	(B) Change of Point of Origin for Rehearsals and Performances .....	37
	(C) Applicable Conditions .....	37
<b>20:00</b>	<b>DUTIES OF THE ACTOR</b>	<b>37</b>
<b>21:00</b>	<b>CHILDREN'S CHORUS</b>	<b>38</b>
21:01	Children's Chorus .....	38
21:02	Contracting .....	38
	(A) Non-Members .....	38
	(B) Members .....	38
<b>22:00</b>	<b>NON-MEMBERS</b>	<b>38</b>
22:01	Non-Members .....	38
	(A) Requirement for an ITA Engagement Contract .....	38
	(B) Requirement to Remit Filing Fees .....	38
	(C) Membership Information .....	38
22:02	Touring Into the USA .....	38
<b>23:00</b>	<b>FREE DAY</b>	<b>39</b>
23:01	Free Day .....	39
	(A) Notice .....	39
	(B) Scheduling .....	39
	(C) December 25 .....	39
	(D) Duration .....	39

# Table of Contents

<b>24:00</b>	<b>REHEARSAL CONDITIONS</b>	<b>39</b>
24:01	First Rehearsal Day Health and Safety Postings-----	39
24:02	Access During the First Rehearsal Week -----	39
24:03	Standard -----	39
	(A) Beginning -----	39
	(B) Continuous -----	39
	(C) Breaks -----	40
	(D) Overnight Rest -----	40
	(E) Free Day -----	40
	(F) Posting of Calls -----	40
	(G) Calls on the Free Day -----	40
	(H) Notice of Additional Rehearsal-----	40
	(I) Free Time Between Rehearsal and Performance or Performance and Rehearsal-----	40
	(J) Dress Rehearsals -----	41
	(K) Classes and Warm-Ups -----	41
	(L) Travel Between Locations -----	41
	(M) Work Prior to Beginning of Rehearsals -----	42
	(N) Start of Day -----	42
	(O) Wardrobe Pieces in Rehearsal -----	42
24:04	Standard Rehearsal-----	42
	(A) Standard Hours -----	42
	(B) Shortened Days-----	42
	(C) Payment for Excess Continuous Rehearsal-----	43
	(D) Five Day Rehearsal Week -----	43
	(E) Reverting to a Six Day Rehearsal Week -----	43
24:05	Extended Rehearsal Days -----	43
	(A) Single Production and Stock -----	43
	(B) Repertory -----	44
24:06	Pro-Rated Rehearsal Schedule-----	44
	(A) Rehearsal Hiatus -----	44
	(B) Minimum Call -----	44
	(C) Notice and Rider-----	44
	(D) Insurance Premium -----	44
	(E) Stage Management -----	45
	(F) Pro-rated Rehearsal Options-----	45
24:07	Non-Continuous Rehearsal -----	45
	(A) General Provisions-----	45
	(B) Process -----	46
	(C) Minimum Fees -----	46
	(D) Insurance -----	46
	(E) Conversion to Continuous Exclusive Services Contract -----	46
	(F) Stage Management -----	46
24:08	Cancelled Performance-----	46
24:09	Rehearsal on a Performance Day-----	46
	(A) Defined -----	46
	(B) Hours -----	46
	(C) Mixed Company -----	47
	(D) Matinee Days -----	47
	(E) Stock and Repertory-----	47
24:10	After First Public Performance - Exceptions to Standard Rehearsal Conditions -----	47
	(A) During the First Fourteen (14) Days-----	47
	(B) Following the First Fourteen Days -----	47
	(C) Additional Rehearsal Services-----	48

# Table of Contents

24:11	Rehearsal Hours for Extras -----	48
24:12	Understudy and Replacement Rehearsals-----	48
24:13	Emergency Rehearsal -----	48
	(A) Prior Knowledge -----	48
	(B) Overnight Rest -----	48
	(C) Free Day -----	48
24:14	Revival -----	48
24:15	Transfer-----	48
24:16	Notes -----	48
	(A) Stock and Single Productions -----	48
	(B) Repertory -----	49
	(C) Conditions -----	49
<b>25:00</b>	<b>COSTUME FITTINGS</b> -----	<b>49</b>
25:01	Hours-----	49
25:02	Additional Fittings-----	49
25:03	Costume Fittings Before the Engagement Period-----	50
25:04	Official Call-----	50
<b>26:00</b>	<b>PERFORMANCES</b> -----	<b>50</b>
26:00	Preamble-----	50
26:01	Half-Hour Call-----	50
26:02	Maximum Number of Services in a Performance Week-----	50
	(A) Combination of Services-----	50
	(B) Excess Services in a Week -----	50
26:03	Maximum Number of Performances in a Day -----	50
26:04	Breaks Between Performances -----	51
	(A) Requirement -----	51
	(B) Alternative -----	51
26:05	End of Performance Call-----	51
26:06	Voluntary Talkbacks-----	51
26:07	Maximum Number of Performances in a Three-Day Period-----	51
26:08	Free Day -----	51
26:09	Notice of Changes -----	52
26:10	Overnight Rest-----	52
<b>27:00</b>	<b>CLOTHES, MAKEUP, MUSICAL INSTRUMENTS AND PROPS</b> -----	<b>52</b>
27:01	Provision of Costumes and Clothing-----	52
27:02	Personal Clothing and Hair Piece(s)-----	52
	(A) Negotiated Terms of the Rental -----	52
	(B) Consent of Theatre-----	52
	(C) Replacement Value -----	52
27:03	Makeup -----	52
27:04	Tattoo Coverage & Body Makeup -----	53
	(A) Tattoo coverage-----	53
	(B) Body Makeup -----	53
	(C) Cleaning & Laundry -----	53
27:05	Cleaning and Upkeep-----	53
	(A) Cost of Cleaning -----	53
	(B) Repairs -----	53
	(C) Requirements for -----	53
	(D) Undergarments-----	54
	(E) Sanitary & Dry Condition -----	54
27:06	Kneepads -----	54
27:07	Understudies -----	54
27:08	Hair Style or Colour -----	54
27:09	Provision for Musical Instruments or Props-----	54
	(A) Musical Instruments-----	54
	(B) Props-----	54

# Table of Contents

27:10	High Heels	54
27:11	Identity Respect in Hair, Makeup, and Costumes	54
<b>28:00</b>	<b>WORKING ENVIRONMENT, HEALTH AND SAFETY</b>	<b>55</b>
28:01	Dressing Rooms	55
	(A) Dressing Rooms Provided to Artists	55
	(B) Required Equipment	55
	(C) Air Conditioning and Ventilation	55
	(D) Sanitary Toilets and Sinks	55
	(E) Open-Air & Tent Theatres	55
28:02	Access to Theatre	55
	(A) Outside	55
	(B) Stage Doors	55
	(C) Arena Theatres	55
28:03	Temperature, Air Circulation and Lighting	56
	(A) Dressing Rooms, Warm-Up Areas and Performance Areas	56
	(B) Booth or Calling Area	56
	(C) Weather Condition	56
28:04	Fire Drill	56
28:05	Blackouts	56
28:06	Extraordinary Risks	56
	(A) Responsibility of the Theatre	56
	(B) Rider	56
28:07	Stage Fighting	56
	(A) Requirement	56
	(B) First Aid Equipment	57
28:08	Rakes, Safe Surfaces and Platforms	57
	(A) Rehearsal or Performance	57
	(B) Dance	57
	(C) Raked Stage	57
	(D) Platforms, Orchestra Pits and Traps	57
	(E) Consultation	58
28:09	Cot	58
28:10	First Aid Kits	58
28:11	Permanent Dressing Rooms	58
28:12	Drinking Water	58
28:13	Intercom System	58
28:14	Equity's Right to Inspect	58
28:15	Tours	58
28:16	Unsuitable Facilities	58
28:17	Scent Awareness	59
28:18	Threats to Safety	59
28:19	Hazardous Materials	59
28:20	Perceived Risk	59
28:21	Consultation & Notification	59
28:22	Flying Set Pieces and Large Moving Scenery	59
28:23	Accident and Incident Reporting	59
<b>29:00</b>	<b>ARTIST'S HOUSING IN THE POINT OF ORIGIN</b>	<b>60</b>
29:01	Theatre's Responsibility to Provide Housing	60
29:02	Information Provided to Artist	60
29:03	Payment of Deposits	60
29:04	Accessibility of Housing	60
29:05	Public Transportation	60

# Table of Contents

<b>30:00</b>	<b>TRANSPORTATION AND LUGGAGE</b>	<b>61</b>
30:01	Air Transportation-----	61
30:02	Alternatives to Air Transportation-----	61
	(A) Negotiated Transportation-----	61
	(B) Contractual Specification-----	61
	(C) Use of Artist's Vehicle-----	61
	(D) Reimbursement for Travel Insurance-----	61
	(E) Overnight Travel-----	61
	(F) Ground Travel to and from Airport-----	62
	(G) Consecutive Engagements-----	62
30:03	Luggage-----	62
30:04	Transport Within Point of Origin-----	63
30:05	Remote Location-----	63
<b>31:00</b>	<b>NUDITY AND ACTS OF INTIMACY IN PRODUCTION</b>	<b>63</b>
31:01	Sex Acts-----	63
31:02	Notification to the Actor-----	63
	(A) Prior to Signing-----	63
	(B) Notice of Intimacy Rehearsal(s)-----	63
	(C) Rehearsal of Intimacy-----	63
	(D) In the Performance Space-----	63
31:03	Rider to the ITA Engagement Contract After Signing-----	64
<b>32:00</b>	<b>PROPERTY, LOSS AND/OR DAMAGE TO</b>	<b>64</b>
32:01	Reimbursement-----	64
32:02	Reimbursement Limits-----	64
32:03	Theatre's Liability-----	64
32:04	Personal Property-----	64
32:05	Insurance-----	64
<b>33:00</b>	<b>POSTING OF SECURITY</b>	<b>65</b>
33:01	Maintenance of Satisfactory Security-----	65
	(A) Requirement-----	65
	(B) Liability-----	65
33:02	Calculation of Amount-----	65
	(A) Standard and Peak Security Requirements-----	65
	(B) Peak Security-----	65
33:03	Release-----	66
33:04	Cash Deposits-----	66
33:05	Theatres in Arrears-----	66
33:06	Drawing Upon Security-----	66
<b>34:00</b>	<b>ENGAGEMENT CONTRACTS</b>	<b>67</b>
34:01	Continuous Engagement-----	67
34:02	Minimum Period-----	67
<b>35:00</b>	<b>CONTRACTS</b>	<b>67</b>
35:01	Standard ITA Engagement-----	67
35:02	Run-of-the-Play ITA Engagement-----	67
	(A) Rider-----	67
	(B) Period-----	67
	(C) Application-----	67
	(D) Fee-----	67
	(E) Conversion to Run-of-the-Play Engagement-----	68
	(F) Notice-----	68
35:03	Guaranteed Engagement-----	68
	(A) Rider-----	68
	(B) Period-----	68
	(C) Fee-----	68

# Table of Contents

35:04	Requirement to File -----	68
35:05	Execution and Filing of -----	68
	(A) Triplicate -----	68
	(B) Confidentiality -----	69
	(C) Deadlines for Filing -----	69
35:06	Effective Date -----	69
35:07	Changes and Alterations -----	69
35:08	Execution of Engagement Contracts -----	70
	(A) Issuing Of -----	70
	(B) Signing Of -----	70
35:09	Roles Unassigned at Time of Contracting (Cast by Consent) -----	70
	(A) Prior Knowledge -----	70
	(B) Multiple Productions (Stock and Repertory) -----	71
	(C) Understudy Assignments -----	71
	(D) Changes After Contracting -----	71
	(E) Assignment Changes After Opening -----	71
35:10	Concurrent Engagements -----	72
35:11	Exercising of Options -----	72
	(A) Specified Options -----	72
	(B) Written Notice for Productions Running More than Three Weeks --	72
	(C) Notice for Productions Running Three Weeks or Less -----	72
	(D) Filing of Notice -----	72
	(E) Options on Guaranteed Engagements -----	72
	(F) Options on Run-of-the-Play Engagements -----	72
	(G) Limitation to Holdover Option(s) -----	72
35:12	Most Favoured Nations/Inclusive of Penalty Payments -----	73
35:13	Replacement Artist Rehearsal Hours -----	73
<b>36:00</b>	<b>BINDING EFFECT OF AGREEMENT</b> -----	<b>73</b>
<b>37:00</b>	<b>PERFORMANCES AND/OR REHEARSALS LOST</b> -----	<b>73</b>
<b>38:00</b>	<b>TERMINATION</b> -----	<b>74</b>
38:01	Notice Period -----	74
	(A) Two Weeks Minimum -----	74
	(B) More Than Two Weeks -----	74
	(C) Termination Rider -----	74
38:02	Delivery of Notice -----	74
	(A) Written -----	74
	(B) Methods For -----	74
	(C) Call Board -----	74
	(D) Timing -----	74
38:03	Deductions -----	74
38:04	Termination Before Rehearsals -----	74
	(A) Notice By Artist -----	74
	(B) Notice By Theatre -----	75
	(C) Accident, Illness or Pregnancy -----	75
38:05	After Beginning of Engagement -----	75
38:06	During Rehearsals -----	75
	(A) By Artist -----	75
	(B) By Theatre -----	75
	(C) Special Conditions -----	75
	(D) Extended Notice -----	75
38:07	Termination After First Public Performance -----	75
	(A) Notice -----	75
	(B) Extended Notice -----	75
38:08	Run-of-the-Play Contract -----	76

# Table of Contents

38:09	Guaranteed Engagement Contract-----	76
38:10	Company Termination Before Opening-----	76
38:11	Notice After Opening for a Production or Season ("Company Closing Notice")-----	76
	(A) Application-----	76
	(B) Requirement-----	76
	(C) Early Closing-----	76
	(D) Definition of Notice "Weeks"-----	77
	(E) Timing-----	77
	(F) Company Notice-----	77
38:12	Extension of ITA Engagement Contract-----	77
	(A) Absence of Option-----	77
	(B) Written Agreement-----	77
	(C) Right to Negotiate-----	77
38:13	Payment Following-----	77
38:14	Absence due to Accidents Involving Extraordinary Risk-----	77
38:15	Absence Due to Illness or Accident-----	78
	(A) Termination For-----	78
	(B) Payment-----	78
	(C) Replacement-----	78
38:16	Military Service or Jury Duty-----	78
38:17	Payment When Artist is Not Allowed to Work Out Notice-----	78
38:18	Rights After Giving Notice When Artist Secures New Engagement-----	78
38:19	Return Transportation Costs-----	78
	(A) Termination by Theatre-----	78
	(B) Termination by Artist-----	78
38:20	Filing of Notice-----	79
38:21	Consecutive Engagements-----	79
38:22	Re-Opening of Production-----	79
38:23	Bereavement Leave-----	79
38:24	Growth-----	79
<b>39:00</b>	<b>UNDERSTUDIES</b>	<b>79</b>
39:01	Programs-----	79
39:02	Rehearsals and Performances-----	79
	(A) Line Rehearsal-----	79
	(B) Blocking Rehearsal-----	80
	(C) Pre-Conditions to Perform-----	80
	(D) Posting of List-----	80
	(E) Permission to Withdraw from Performance-----	81
	(F) Understudy and Replacement Rehearsals-----	81
	(G) Understudy Fight Rehearsal-----	81
	(H) Understudy Intimacy Rehearsal-----	81
39:03	Contracting of Understudies-----	81
	(A) Requirement for Contract-----	81
	(B) Period of Understudy Assignment(s)-----	81
39:04	Maximum Number of Roles-----	81
39:05	Performing Understudies-----	82
	(A) Definition-----	82
	(B) Weekly Compensation-----	82
	(C) Payment Per Performance-----	82
39:06	Swing-----	82
	(A) Definition-----	82
	(B) Weekly Compensation-----	82
	(C) Payment Per Performance-----	82

# Table of Contents

39:07	Standby -----	82
	(A) Definition-----	82
	(B) Weekly Compensation-----	82
	(C) Payment Per Performance-----	82
39:08	Bit Cover -----	83
	(A) Definition-----	83
	(B) Payment Per Performance-----	83
39:09	Walking Covers -----	83
	(A) Definition-----	83
	(B) Fee -----	83
39:10	Specialty Assignment-----	83
39:11	Supplemental Business -----	84
	(A) Definition-----	84
	(B) Payment Per Performance-----	84
39:12	Understudy Information for Stage Management-----	84
<b>40:00</b>	<b>CHANGES IN CAST AND REPLACEMENT OF ACTORS</b>	<b>84</b>
40:01	Notice of Replacements -----	84
40:02	Alternating Performances -----	85
40:03	Re-Engagement or Replacement of an Artist After Termination-----	85
40:04	Emergency Replacement -----	85
	(A) Not Originally Under Contract-----	85
	(B) Artist Under Contract-----	85
40:05	Riders-----	85
<b>41:00</b>	<b>PART CUT OUT</b>	<b>86</b>
<b>42:00</b>	<b>BILLING, DISPLAYS AND PROGRAMS</b>	<b>86</b>
	Preamble -----	86
42:01	General Provisions – Billing -----	86
	(A) Publishing of Billing-----	86
	(B) Billing Provisions -----	86
	(C) Media Releases-----	86
	(D) All Names Included on Website -----	86
42:02	Breaches-----	86
42:03	Photographs -----	87
42:04	Lobby/House Boards/Digital Screens -----	87
42:05	Artists Leaving a Production-----	87
42:06	Programs, Errors and Omissions-----	87
42:07	Errors and Omissions, Directors and Choreographers-----	88
42:08	Program Notice -----	88
42:09	Biographical Material in Programs -----	88
	(A) Artist’s Right of Approval -----	88
	(B) Biographies Not In Program-----	88
	(C) Errors-----	88
	(D) Corrections-----	88
42:10	Billing – Stage Management-----	88
	(A) Photographs and Biographies -----	88
	(B) Billing Page -----	88
	(C) Replacement Personnel Photos & Bios -----	89
	(D) Website Billing -----	89
<b>43:00</b>	<b>GENERAL PROVISIONS – PHOTOGRAPHS AND RECORDINGS</b>	<b>89</b>
	Preamble -----	89
43:01	Notice and Declared Use-----	89
	(A) Notice of Calls-----	89
	(B) Initial Declared Use-----	89

# Table of Contents

43:02	Scheduling of Calls -----	89
	(A) Calls for Recordings -----	89
	(B) Calls during a Rest Period -----	90
	(C) Calls Prior to Engagement Period -----	90
43:03	Other Conditions -----	90
	(A) Nude Recordings -----	90
	(B) Alteration of Images or Footage -----	90
	(C) Copy to Equity -----	90
	(D) Use of Recorded Material in Joint Productions or Revivals -----	90
	(E) Use of Recorded Material for Promotion of Canadian Theatre -----	90
43:04	Identification of Photographs -----	91
43:05	Approval of Photographs -----	91
43:06	Rights of the Photographer -----	91
43:07	Use of Recordings and Photographs by the Artist -----	91
43:08	Social Media -----	91
43:09	Social Media "Takeover" -----	91
43:10	Capture of Material in Rehearsal or Backstage -----	91
	(A) Capture During Rehearsal -----	91
	(B) Capture Backstage -----	91
<b>44:00</b>	<b>NON-COMMERCIAL USE OF PHOTOGRAPHS AND RECORDINGS</b> -----	<b>92</b>
44:01	Declared Use -----	92
44:02	Capture of Material for Promotional Use -----	92
	(A) Notice – Photographs -----	92
	(B) Notice – Recordings -----	92
	(C) Notice – Live Recordings -----	93
	(D) Capture Backstage -----	93
44:03	Credit and Billing for Photographs and Recordings -----	93
44:04	Use in Production -----	93
	(A) Conditions for Recording -----	93
	(B) Recording Sessions -----	93
44:05	Artist Leaving a Production -----	94
44:06	Artist Engaged Solely for Recording -----	94
44:07	Concurrent Engagement, not in Production -----	94
44:08	Live Recording in Production -----	94
44:09	Declared Use -----	94
	(A) Reference and Access -----	94
	(B) Publicity & Promotion for Current Productions -----	95
	(C) Recordings Used for Future Opportunities -----	95
	(D) Archives for Retaining a Permanent and Definitive Record of the Production, and Preserving the History of Canadian Theatre -----	95
	(E) Playwrights' Development Centres -----	96
	(F) Current Affairs -----	96
	(G) Educational Use -----	96
	(H) Credit and Billing for Audio and/or Visual Recordings -----	97
44:10	Recorded Material Captured Prior to the 2012-2015 ITA -----	97
<b>45:00</b>	<b>COMMERCIAL USE OF PHOTOGRAPHS</b> -----	<b>97</b>
	Preamble -----	97
45:01	Notice -----	97
45:02	Merchandise and Publications -----	97
	(A) Written Authorization -----	97
	(B) Payment for Use of Image for Merchandise -----	97
	(C) Souvenir Brochure -----	98
	(E) Previous Production -----	98
	(F) Books and Publications -----	98
	(G) Failure to Secure Prior Written Consent -----	98

# Table of Contents

<b>46:00</b>	<b>COMMERCIAL USE OF RECORDINGS</b>	<b>98</b>
46:01	Scope-----	98
	(A) Preservation-----	98
	(B) Broadcast-----	98
	(C) Use of Any Recorded Material by a Third Party-----	98
46:02	Commercial Recording Rates-----	99
	(i) Actors-----	99
	(ii) Choreographers & Directors-----	99
	(iii) Stage Management-----	99
46:03	Additional Rehearsals-----	99
46:04	Scheduling Calls-----	99
46:05	Recording on Day with No Performance-----	99
46:06	Two-Performance Days-----	100
46:07	Recording after Production Closed/Artist Leaves Production-----	100
	(A) Original Artist-----	100
	(B) Part Cut Out-----	100
46:08	Artist Dismissed-----	100
46:09	Additional Payment-----	100
<b>47:00</b>	<b>PROMOTIONAL APPEARANCES</b>	<b>100</b>
47:01	Scheduling Promotional Appearances-----	100
47:02	Promotional Performances-----	101
47:03	Reimbursement and Payment-----	101
<b>48:00</b>	<b>ARTIST'S LEAVE</b>	<b>101</b>
<b>49:00</b>	<b>TOURING</b>	<b>101</b>
Preamble-----		101
49:01	Travel Time-----	101
	(A) Travel Day Only-----	101
	(B) Rehearsal on a Travel Day-----	101
	(C) Single Performance Day-----	101
	(D) Multiple Performance Day-----	102
	(E) Prohibited Travel Time-----	102
	(F) Weekly Maximum-----	102
49:02	Fees-----	102
49:03	Local and Overnight Touring-----	102
	(A) Local Touring – Determination of Hours and Per Diem-----	102
	(B) Overnight Touring-----	102
	(C) Applicability-----	103
	(D) Engagement of a Local Artist-----	103
	(E) Touring to an Artist's Place of Residence-----	103
49:04	Free Day-----	103
49:05	Unpaid Hiatus on Tour-----	103
49:06	Hotel Reservations-----	104
	(A) Responsibility For-----	104
	(B) Reduced Rate-----	104
	(C) Quality of Housing-----	104
49:07	Travel-----	104
49:08	Purchase of Travel Insurance-----	104
	(A) Requirement-----	104
	(B) Plan-----	104
	(C) Payment Of-----	104
	(D) Monthly Billing Reminder-----	105
49:09	Health Insurance-----	105
49:10	Route Sheet-----	105

# Table of Contents

49:11	Return to Point of Origin -----	105
	(A) Under Contract -----	105
	(B) After Contract -----	105
	(C) Other Means of Transportation -----	105
	(D) Application of Agreement During Return -----	105
49:12	Travel by Artist Separate from Company -----	105
49:13	Transportation Between Housing and Theatre -----	105
49:14	Rehearsals While on Tour -----	106
	(A) Arrival in a New Location -----	106
	(B) Sound Check in a New Location -----	106
49:15	Break Between Calls -----	106
49:16	Closing Away From Point of Origin -----	106
49:17	Luggage on Tour -----	106
	(A) Transfer at Point of Origin -----	106
	(B) Availability Of -----	106
49:18	Air -----	107
	(A) Artist Unwilling -----	107
	(B) Calculation of Travel Time -----	107
	(C) Prohibited Travel Time -----	107
	(D) Cancelled Departure -----	107
	(E) Charter Flights -----	107
	(F) Rest Period Before Departure -----	107
49:19	Rail Transportation -----	108
	(A) Overnight Travel -----	108
	(B) Sleeping Arrangements -----	108
	(C) Calculation of Travel Time -----	108
49:20	Ferry Transportation -----	108
49:21	Commercial Bus Transportation (Non-Charter) -----	108
	(A) Limitation on Excess Travel Time -----	108
	(B) Prohibited Travel Time -----	108
	(C) Calculation of Travel Time -----	108
	(D) Rest Period Before Departure -----	108
	(E) Unforeseeable Conditions -----	108
	(F) Transportation between Destination and Hotel -----	108
49:22	Private or Charter Bus Transportation -----	109
	(A) Routing -----	109
	(B) Theatre's Representative -----	109
	(C) Comfort and Safety -----	109
	(D) Artist's Responsibility and Calculation of Travel Time -----	109
	(E) Excess Travel Time -----	109
	(F) Unforeseeable Conditions -----	109
	(G) Breakdowns -----	109
	(H) Comfort Stops -----	110
	(I) Meal Stop -----	110
	(J) Arrival at Destination and Travel to and from Theatre -----	110
	(K) Rest Period Before Departure -----	110
	(L) Prohibited Travel Time -----	110
49:23	Use of Other Vehicles -----	110
	(A) Mechanical Certification -----	110
	(B) Seating -----	111
	(C) Luggage and Equipment -----	111
	(D) Snow Tires -----	111
	(E) Vehicle Maintenance -----	111
	(F) Drivers -----	111
	(G) Road Conditions and Weather -----	112
49:24	Automobile Transportation -----	112

# Table of Contents

49:25	Disputes-----	112
<b>50:00</b>	<b>OVERSEAS RIDER</b>	<b>112</b>
<b>51:00</b>	<b>INTERPRETATION OF THE ITA</b>	<b>113</b>
51:01	Interpretive Powers of Equity-----	113
51:02	Interpretive Powers -----	113
51:03	Oral and Written Interpretations -----	113
51:04	Estoppel-----	113
<b>52:00</b>	<b>DISPUTE RESOLUTION</b>	<b>113</b>
52:01	Disagreement over interpretation -----	113
52:02	Equity to Act for Artists -----	113
52:03	Demand -----	113
52:04	Notice -----	113
52:05	Appointment of Arbitrator -----	113
52:06	Hearings -----	114
52:07	Binding Nature of Arbitration -----	114
52:08	No Recourse to Court of Law -----	114
52:09	No Modification of Agreement-----	114
52:10	Theatre's Failure -----	114
52:11	Artist's Failure to Comply -----	114
52:12	Expenses -----	114
<b>53:00</b>	<b>MUSICAL THEATRE</b>	<b>114</b>
53:01	Rehearsal Conditions-----	114
	(A) Breaks-----	114
	(B) Raked Stage-----	114
53:02	Extended Rehearsal Days -----	115
	(A) Single Production and Stock -----	115
	(B) Repertory -----	115
	(C) Rehearsal and Performance Hours Away From Point of Origin --	115
53:03	After First Public Performance – Exceptions to Standard Rehearsal Conditions -----	116
	(A) During the First Fourteen (14) Days-----	116
	(B) Single, Stock and Repertory Theatres-----	116
	(C) Additional Rehearsal Services-----	116
53:04	First Aid Availability -----	116
<b>54:00</b>	<b>JOINT PRODUCTIONS</b>	<b>117</b>
	Preamble-----	117
54:01	Auditions -----	117
54:02	Information Letter-----	117
54:03	Conversion to a Joint Production-----	117
	(A) After Contracts are Issued -----	117
	(B) Re-Negotiation of Contracts in Second Point of Origin-----	117
	(C) Basis for Negotiation -----	117
	(D) Artist Elects Not to Continue -----	117
54:04	Replacement Artists -----	118
	(A) Changes in Cast-----	118
	(B) After the Conclusion -----	118
54:05	Actor Minimum Fees for a Joint Production -----	118
54:06	Housing -----	118
54:07	Contract Information -----	118
54:08	Working In-Town and On Tour-----	118
54:09	Transportation -----	118
54:10	Free Day Between Points of Origin -----	118
54:11	Hiatus -----	119
	(A) Cost of Transportation -----	119
	(B) Payment for Travel-----	119

# Table of Contents

54:12	Rehearsals-----	119
54:13	Stage Management -----	119
	(A) Transfer of Responsibilities -----	119
	(B) Engaged for Duration-----	119
	(C) Staffing Requirements-----	119
54:14	Breaches-----	120
54:15	Directors and Choreographers -----	120
	(A) Fees and Royalties-----	120
	(B) Outside the Original Point of Origin-----	120
54:16	Fight and/or Intimacy Directors-----	120
	(A) Fees and Royalties-----	120
	(B) Outside the Original Point of Origin-----	120
54:17	Transfer Rider -----	121
<b>55:00</b>	<b>THEATRE FOR YOUNG AUDIENCES</b>	<b>121</b>
	Preamble -----	121
55:01	Company Category Calculation for Theatre for Young Audiences -----	122
	(A) Non-touring Production -----	122
	(B) Touring Productions -----	122
	(C) Formulae-----	122
	(D) Supporting Documentation-----	123
	(E) Multiple Venues-----	124
	(F) Transfer-----	124
55:02	Minimum Fees -----	124
	(A) Actor Non-Touring and Local Touring-----	124
	(B) Touring Overnight -----	124
	(C) Director -----	124
55:03	Billing-----	125
55:04	Recordings and Photo Calls -----	125
55:05	Recordings Used for Future Opportunities-----	125
55:06	Company Rules -----	125
55:07	Work Week and Working Hours -----	125
55:08	Number of Working Hours in a Week -----	125
55:09	First Call of the Day -----	125
55:10	Span of Day for Local Touring-----	125
55:11	Rehearsals-----	125
	(A) Allowable Rehearsal Hours -----	125
	(B) Rehearsals on a Two or Three Performance Day -----	125
55:12	Overnight Rest Period -----	126
55:13	Free Day -----	126
	(A) After First Public Performance -----	126
	(B) Tour -----	126
55:14	Performance Provisions-----	126
	(A) Performance Hours -----	126
	(B) Maximum Per Day-----	126
	(C) Starting Time-----	126
	(D) Performances per Day -----	126
	(E) Number of Locations-----	126
	(F) Intermission Length -----	126
	(G) Running Time-----	126
	(H) Payment for Additional Performance Hours -----	126
55:15	Notification of Schedule -----	127
55:16	Travel -----	127
	(A) Fees-----	127
	(B) Hotel Reservations-----	127
	(C) Purchase of Travel Insurance-----	128

# Table of Contents

	(D) Health Insurance -----	128
	(E) Route Sheet -----	128
	(F) Return to Point of Origin -----	128
	(G) Travel by Artist Separate from Company -----	129
	(H) Transportation Between Housing and Theatre -----	129
	(J) Air -----	129
	(K) Rail Transportation -----	130
	(L) Ferry Transportation -----	130
	(M) Commercial Bus Transportation (Non-Charter) -----	130
	(N) Private or Charter Bus Transportation -----	130
	(O) Use of Other Vehicles -----	131
	(P) Automobile Transportation -----	133
	(Q) Disputes -----	133
55:17	Outside Point of Origin -----	133
	(A) Meal Provided for a Run-out -----	133
	(B) Per Diem -----	133
55:18	Return to the Point of Origin -----	133
55:19	Weeks with Local and Overnight Touring -----	133
55:20	Additional Services -----	133
55:21	Overnight Rest -----	134
55:22	Hours and Breaks -----	134
	(A) Point of Origin -----	134
	(B) Touring, Local and Overnight -----	134
	(C) Additional Services Fees for Actors -----	134
	(D) Additional Services Fees for Stage Management -----	135
	(E) Notice -----	135
55:23	Unpaid hiatus -----	135
	(A) Official School Break -----	135
	(B) Artist's Services -----	135
	(C) Round Trip Transportation -----	135
55:24	Additional Duties -----	135
	(B) Laundry and Maintenance Duties -----	135
55:25	Set-Ups, Strikes, Load-Ins and Load-Outs -----	136
55:26	Understudy Parts -----	136
55:27	Stage Management -----	136
	(A) Requirement -----	136
	(B) Staffing -----	136
	(C) Prorated Payments -----	136
	(D) Additional Duties - Lights and Sound -----	137
	(E) Fire and Emergency Procedures -----	137
	(F) Additional Duties after First Public Performance -----	137
	(G) Replacements -----	137
	(H) Participation in Follow-Up Workshops -----	137
	(I) Company Management Duties -----	137
55:28	Non-Members -----	137
55:29	Showcase Engagement Contract -----	138
	(A) Following Previous Production -----	138
	(B) Presentation Prior to Premiere -----	138
	(C) Re-Opening -----	139
	(D) Notice of Termination - Artist to Theatre or Theatre to Artist -----	139
	(E) Overseas Showcases -----	139
55:30	Joint TYA Productions -----	139
<b>56:00</b>	<b>OMITTED</b>	<b>139</b>

# Table of Contents

<b>57:00</b>	<b>WORKSHOPS AND READINGS</b>	<b>139</b>
	(A) Workshops -----	139
	(B) Readings -----	139
	(C) Presentations related to Workshops or Readings -----	139
57:01	Workshops and Readings Registration -----	139
57:02	Minimum Fees -----	139
	(A) For Workshops with No Public Presentation(s) -----	139
	(B) For Workshops with Public Presentation(s) -----	140
	(C) For Readings with No Public Presentation(s) -----	140
	(D) For Readings with Public Presentation(s) -----	140
57:03	Working Conditions -----	140
57:04	Rider for Workshop Contracts -----	140
57:05	Stage Management -----	140
	(A) Requirement -----	140
	(B) Finished Production or Prompt Book not Required -----	140
	(C) Preparation Time -----	140
57:06	Public Presentation -----	141
57:07	Workshops and Readings as part of Standard Engagement Contract ---	141
	(A) Original Contract -----	141
	(B) Addition to Original Contract -----	141
	(C) Directors and Choreographers -----	141
	(D) Repertory Theatres -----	141
	(E) Workshops and Readings Registration -----	141
57:08	Notice of Termination - Artist to Theatre, or Theatre to Artist -----	142
57:09	General Provisions -----	142
	(A) Security -----	142
	(B) Full Productions -----	142
	(C) Program Billing in Eventual Production -----	142
	(D) Engagement Week -----	142
	(E) Equity Liaison -----	142
	(F) Engagement Contracts -----	142
	(G) Workshops Outside the Theatre's Point of Origin -----	142
	(H) Content Advisory -----	142
57:10	Touring -----	142
57:11	Insurance -----	142
<b>58:00</b>	<b>SECTOR 2 THEATRES</b>	<b>143</b>
58:01	Application of the ITA -----	143
58:02	Breaches by the Artist -----	143
	(A) Discipline by the Theatre -----	143
	(B) Missed Performance -----	144
58:03	Auditions -----	144
	(A) Compensation, Number and Schedule -----	144
	(B) Replacement Auditions -----	144
	(C) Recording of Auditions for Approval Purposes -----	144
58:04	Applicability of Point of Origin Minimum Fees -----	144
58:05	Minimum Fees -----	145
	(A) Actor Point of Origin -----	145
58:06	Per Diem -----	145
58:07	Additional Services Fees -----	145
	(A) Overnight Rest Infringement -----	145
58:08	Extended Rehearsal Days - Single Production and Stock -----	145
58:09	Emergency Rehearsal -----	145
58:10	Calls on the Free Day -----	145
58:11	Dance Captain -----	145
58:12	Fight Captain -----	145
58:13	December 25 -----	146

# Table of Contents

58:14	Costume Fittings-----	146
	(A) Hours-----	146
	(B) Additional Fittings-----	146
	(C) Costume Fittings Before the Engagement Period-----	146
58:15	Luggage-----	147
58:16	Run-of-the-Play Engagement Contracts-----	147
	(A) Period-----	147
	(B) Fee-----	147
	(C) Per Performance Bonus-----	147
58:17	Guaranteed ITA Engagement Contracts-----	147
58:18	Photo Calls-----	147
58:19	Closing Notice for Open-Ended Contracts-----	147
58:20	Resident Director-----	147
	(A) Engagement of Resident Director-----	147
	(B) Terms and Conditions-----	147
58:21	Promotional Recording, Publicity and Commercials-----	148
	(A) Promotional and Publicity Recordings Non-Broadcast-----	148
	(B) Application to Equity for Other Uses-----	148
	(C) Commercials-----	148
58:22	Opening Night of A-2 Productions-----	148
58:23	Promotional Appearances for A-2 Productions-----	148
58:24	Director Minimum Fees and Royalty-----	148
58:25	Multiple Assignments-----	149
58:26	Choreographer Minimum Fees and Royalty-----	149
58:27	Stage Management Requirements for A-2 Productions with:-----	149
58:28	Stage Management Covering for Personal or Sick Leave for A-2 Productions-----	149
	(i) Initial Engagement Period-----	149
	(ii) Applicable Minimum Fee-----	149
	(iii) Rehearsal and Performance-----	149
	(iv) Engagement on a Daily Basis-----	149
	(v) Span of Engagement-----	149
	(vi) Engagement on a Weekly Basis-----	149
	(vii) Standard Engagement-----	149
58:29	Assistant Stage Manager Calling the Show Upgrade Fee-----	150
58:30	Workshops and Readings - Sector 2 Theatres-----	150
	(A) Fees-----	150
	(B) Hours of Work-----	150
	(C) Stage Management-----	150
	(D) Public Presentation-----	150
	(E) Notice of Termination - Artist to Theatre or Theatre to Artist-----	150
	(F) General Provisions-----	151
58:31	Omitted-----	151
58:32	Touring A-2 Productions-----	151
58:33	Personal Leave-----	151
58:34	Maternity & Parental Leave-----	152
58:35	Betterment in A-2 Productions-----	152
58:36	Concurrent Engagement in A-2 Productions-----	152
58:37	Fight Directors and Intimacy Directors-----	152
58:38	Training and Professional Development-----	152
<b>59:00</b>	<b>CHILD PERFORMERS</b> -----	<b>153</b>
	Preamble-----	153
59:01	Provincial Legislation-----	153
59:02	Guardian Meeting-----	153
59:03	Categories of Engagement-----	153

# Table of Contents

59:04	Supervision of the Child Performer in the Workplace -----	154
	(A) Child Supervisor -----	154
	(B) Ratios -----	154
	(C) Theatre Policies and Procedures -----	154
	(D) Consistency -----	155
	(E) Indemnification -----	155
	(F) Child Supervisor Communication Responsibility -----	155
59:05	Dressing -----	155
	(A) Changing Facilities -----	155
	(B) Quick Changes -----	155
59:06	Tutoring of Child Performers -----	155
	(A) Requirement for Tutoring -----	155
	(B) Parental Responsibilities -----	155
	(C) Facilities -----	155
59:07	Conditions of Engagement -----	156
	(A) Double Casting -----	156
	(B) Joint Productions -----	156
59:08	Extended Rehearsal Days -----	156
59:09	Scheduling Parameters -----	156
59:10	Notification of Accidents -----	156
59:11	Parental Contact -----	156
<b>60:00</b>	<b>DIRECTORS</b> -----	<b>157</b>
60:01	Director Minimum Fees -----	157
	(A) Payment Schedule -----	157
	(B) Applicable Minimum -----	157
	(C) Contractual Dates -----	157
60:02	Free Day -----	157
60:03	Duties of a Director -----	158
	(A) Rehearsals -----	158
	(B) Meetings and Consultations -----	158
	(C) Promotion of Production -----	159
60:04	Direction After Opening -----	159
	(A) Work After Opening -----	159
	(B) Director Giving Notes During the Performance Run -----	159
	(C) Direction Altered Without Consultation -----	159
60:05	Right to Negotiate Billing -----	159
60:06	Director's Royalty -----	159
	(A) Requirement For -----	159
	(B) Amount Of -----	160
	(C) Revival -----	160
60:07	Custom of the Trade -----	161
60:08	Termination -----	161
	(A) By Director -----	161
	(B) By Theatre -----	161
	(C) Production Abandoned -----	161
	(D) Rehearsal Postponed -----	161
	(E) Illness or Accident -----	162
60:09	Special Category -----	162
	(A) Short Performances -----	162
	(B) Summer Stock -----	162
60:10	Artistic Director -----	162
60:11	Multiple Assignments -----	162
60:12	Assistant and/or Associate Directors -----	162
	(A) Scope of Work -----	163
	(B) Assistant Directors -----	163
	(C) Associate Directors -----	163

# Table of Contents

	(D) Artist Engaged for Professional Development-----	163
	(E) Auditing the Rehearsal Process-----	163
	(F) Billing-----	163
60:13	Training and Professional Development-----	163
<b>61:00</b>	<b>FIGHT DIRECTORS</b>	<b>164</b>
	Preamble-----	164
61:01	Requirement for a Fight Director-----	164
61:02	Engagement Contract-----	164
	(A) Fight Directors-----	164
	(B) Concurrent Engagement-----	164
61:03	Pre-production Meeting-----	165
61:04	Fight Director Minimum Fees-----	165
	(A) Payment Schedule-----	165
	(B) Hourly-----	165
61:05	Engagement Contract-----	165
	(A) Multiple Productions-----	165
	(B) Non-continuous Engagement-----	165
	(C) Contractual Fee-----	165
61:06	Travel-----	165
61:07	Understudy and Replacement Rehearsal-----	165
61:08	Changes-----	165
61:09	Director Clauses-----	166
	(A) Director's Royalty-----	166
	(B) Recorded Productions - Minimum Fees-----	166
61:10	Fight Captain-----	166
	(A) Requirement-----	166
	(B) Responsibilities-----	166
	(C) Remuneration-----	166
	(D) Authority-----	166
<b>62:00</b>	<b>CHOREOGRAPHERS</b>	<b>166</b>
62:01	Preamble-----	167
62:02	Special Category-----	167
62:03	Association Status-----	167
	(A) Terms and Conditions-----	167
	(B) Consideration of Equity Members-----	167
	(C) Non-Member Other Affiliation-----	167
62:04	Choreographer Contractual Minimum Fees-----	167
	(A) Payment Schedule-----	167
	(B) Hourly, Daily and Weekly Rate for a Non-Musical-----	168
	(C) Applicable Minimum-----	168
	(D) Free Day-----	168
	(E) Completion of Contract-----	168
	(F) Choreography Altered Without Consultation-----	168
	(G) Additional Work After Opening-----	168
62:05	Duties of a Choreographer-----	169
62:06	Billing-----	169
62:07	Choreographer's Royalty-----	169
	(A) Requirement For-----	169
	(B) Amount Of-----	169
	(C) Revival-----	169
62:08	Termination-----	170
	(A) By Choreographer-----	170
	(B) By Theatre-----	170
	(C) Production Abandoned-----	170
	(D) Rehearsals Postponed-----	171
	(E) Illness or Accident-----	171

# Table of Contents

62:09	Dance Captain-----	171
	(A) Requirement-----	171
	(B) Responsibilities-----	171
	(C) Remuneration-----	171
	(D) Authority-----	171
62:10	Assistant and/or Associate Choreographers-----	172
	(A) Scope of Work-----	172
	(B) Assistant Choreographers-----	172
	(C) Associate Choreographers-----	172
	(D) Artist Engaged for Professional Development-----	173
	(E) Auditing the Rehearsal Process-----	173
	(F) Billing-----	173
62:11	Training and Professional Development-----	173
62:12	Choreographer's Royalty for Reuse of Work-----	173
<b>63:00</b>	<b>STAGE MANAGEMENT</b>	<b>174</b>
	Preamble-----	174
	(A) Employment Status-----	174
	(B) Employment Standards Act-----	174
	(C) Overtime and Averaging Agreements-----	174
63:01	Equity Stage Management-----	175
63:02	Production Rights Agreements Requiring Playwright's Prior Approval-----	175
63:03	Contractual Obligations Requiring Stage Manager's Assistance-----	175
63:04	Consultation on Selection of Stage Management Personnel-----	175
63:05	Stage Management Staffing-----	175
	(A) Requirements-----	175
	(B) Repertory-----	175
	(C) Assistant Stage Managers-----	176
	(D) Size and Complexity of Production-----	176
63:06	Pre-production Preparation Time-----	176
	(A) Original Stage Management Personnel-----	176
	(B) Replacement Stage Management Personnel-----	177
63:07	Minimum Fees-----	178
	(A) Sector 1-----	178
	(B) Joint Productions-----	178
	(C) Theatre for Young Audiences-----	178
	(D) Workshops and Readings-----	178
	(E) Sector 2 Productions-----	179
63:08	Benefits-----	179
	(A) Additional Benefits-----	179
	(B) Vacation Pay-----	179
63:09	Statutory Holidays-----	180
63:10	Responsibility of an Assistant Stage Manager-----	180
63:11	Apprentice Stage Manager-----	180
	(A) Registration-----	180
	(B) Maximum Number-----	180
	(C) Fee Paid to Apprentice Stage Manager-----	180
	(D) Hours of Work for an Apprentice Stage Manager-----	180
63:12	Prohibited Duties-----	181
	(A) Fulfilling Duties of Union Members-----	181
	(B) Fulfilling Duties of Theatre Management-----	181
	(C) Signing Closing Notices-----	181
	(D) Building Maintenance-----	181
	(E) Payroll-----	181
	(F) Serving Meals-----	181
	(G) Understudying and Performing-----	181

# Table of Contents

63:13	Duties and Responsibilities of Stage Management -----	181
	(A) Discretion in Organization of Work -----	182
	(B) Delegation -----	182
	(C) Organization of Rehearsals and Performances -----	182
	(D) Scheduling Rehearsal Calls -----	182
	(E) Scheduling Set-Ups, Strikes, Load-Ins and Load-Outs -----	182
	(F) Photo Calls -----	182
	(G) Co-ordination and Communication -----	182
	(H) Scene Change Rehearsals and Cueing Sessions -----	183
	(I) Prompt Book -----	183
	(J) Maintenance of Artistic and Technical Intentions -----	183
	(K) Show Reports -----	183
	(L) Record-Keeping -----	183
	(M) Health and Safety -----	183
	(N) Physical Welfare of Company Members -----	184
	(O) Dressing Area -----	184
	(P) Backstage Area -----	184
	(Q) Security -----	184
	(R) Sound Operation in Rehearsal -----	184
63:14	Other Duties -----	184
	(A) Supervision of Animals -----	185
	(B) Laundry Duties -----	185
	(C) Wig Maintenance -----	185
	(D) Props Repair and Purchasing -----	185
	(E) Running Props/Purchase and Preparation -----	185
	(F) Operating and/or Maintaining Pyrotechnics and Practical Guns -----	185
	(G) Other Stage Management Staff -----	185
	(H) Typing Scripts -----	185
	(I) General Office Duties -----	185
63:15	Additional Duties -----	186
	(A) Lights and Sound -----	186
	(B) Additional Productions -----	186
	(C) Administrative Duties -----	186
63:16	Production Meetings -----	186
	(A) Production Meetings Prior to the Contract Start Date -----	186
	(B) Production Meetings Within Contractual Dates -----	186
63:17	Stage Management Work Day -----	187
	(A) Stage Management Working Day -----	187
	(B) Preparation Time -----	187
	(C) Span of Working Day -----	188
63:18	Stage Management Overtime -----	188
	(A) Approval -----	188
	(B) Reporting -----	189
	(C) Regular Overtime Rates -----	189
	(D) Excess Rehearsal, Cueing, and Scene Changes -----	189
	(E) Excess of Span -----	189
	(F) Overnight Rest -----	190
	(G) Meal Break -----	190
63:19	Free Day -----	190
63:20	Touring -----	190
	(A) Preparation Time -----	190
	(B) Travel and Performance on the Same Day -----	190
	(C) Meal Break Before Evening Call -----	190
	(D) Strike and Load-Out Following a Performance -----	191
	(E) Overnight Rest -----	191

# Table of Contents

63:21	Vehicle Use-----	191
63:22	Replacement of Crew Members -----	191
63:23	Emergency Replacement-----	191
63:24	Stage Management Understudy Assignment -----	192
63:25	Stage Management Email Addresses and Use of Personal Computers and Phones -----	192
	(A) Email -----	192
	(B) Computer Access-----	192
	(C) Cell Phone-----	192
	(D) Payment-----	192
63:26	Stage Management in Wardrobe -----	192
63:27	Personal Leave for Stage Managers -----	193
<b>64:00</b>	<b>INTIMACY DIRECTORS</b>	<b>194</b>
	Exclusions -----	194
64:01	Requirement for an Intimacy Director -----	194
	(A) Intimacy -----	194
	(B) Violent Intimacy -----	194
64:02	Pre-production Meeting -----	195
64:03	Intimacy Director Minimum Fees -----	195
	(A) Payment Schedule -----	195
	(B) Hourly-----	195
64:04	Engagement Contract -----	195
	(A) Multiple Productions -----	195
	(B) Non-continuous Engagement -----	195
	(C) Concurrent Engagement-----	195
	(D) Contractual Fee -----	195
64:05	Travel -----	195
64:06	Understudy and Replacement Rehearsal -----	195
64:07	Intimacy Direction Altered Without Consultation-----	196
64:08	Director Clauses -----	196
	(A) Director's Royalty-----	196
	(B) Recorded Productions - Minimum Fees -----	196
64:09	Intimacy Captain -----	196
	(A) Requirement -----	196
	(B) Responsibilities-----	196
<b>65:00</b>	<b>PARAGRAPH HEADINGS</b>	<b>196</b>
<b>66:00</b>	<b>TERM OF AGREEMENT</b>	<b>196</b>
	<b>SCHEDULE "A"</b>	<b>197</b>
<b>APPENDIX I</b>	<b>INTENT OF CLAUSE 11:02 RE: DIRECTOR OR CHOREOGRAPHER'S CONTRACTUAL FEE</b>	<b>197</b>
<b>APPENDIX II</b>	<b>SIDE LETTER RE: THE APPLICATION OF CLAUSE 63:08</b>	<b>197</b>
<b>APPENDIX III</b>	<b>OMITTED</b>	<b>197</b>
<b>APPENDIX IV</b>	<b>SIDE LETTER RE: PERFORMING ARTS LODGE BENEFIT PERFORMANCE</b>	<b>197</b>
<b>APPENDIX V</b>	<b>SIDE LETTER RE: INFORMATION PROVIDED TO NON-EQUITY ARTIST BY THE THEATRE</b>	<b>197</b>
<b>APPENDIX VI</b>	<b>OMITTED</b>	<b>198</b>
<b>APPENDIX VII</b>	<b>PAST PRACTICE ACTIVITIES</b>	<b>198</b>
<b>APPENDIX VIII</b>	<b>SIDE LETTER RE: TOURING - SECTOR 2 PRODUCTIONS</b>	<b>198</b>

## **Table of Contents**

<b>APPENDIX IX</b>	<b>DECLARATION OF PARENT OR LEGAL GUARDIAN IN THE ENGAGEMENT OF CHILD PERFORMERS</b>	<b>199</b>
<b>APPENDIX X</b>	<b>APPOINTMENT AND CONSENT OF CHAPERONE</b>	<b>200</b>
<b>APPENDIX XI</b>	<b>EMERGENCY MEDICAL AUTHORIZATION FORM</b>	<b>201</b>
<b>APPENDIX XII</b>	<b>OMITTED</b>	<b>202</b>
<b>APPENDIX XIII</b>	<b>EDUCATIONAL RECORDINGS</b>	<b>202</b>
<b>APPENDIX XIV</b>	<b>OMITTED</b>	<b>202</b>
<b>APPENDIX XV</b>	<b>COMMUNITY ENGAGED CONTRACT</b>	<b>203</b>
<b>APPENDIX XVI</b>	<b>OMITTED</b>	<b>205</b>



## **PREAMBLE**

### **(A) Agreement**

The Independent Theatre Agreement (hereinafter called "ITA") made between Canadian Actors' Equity Association (hereinafter called "Equity") and the Theatre.

### **(B) Purpose**

The general purpose of this Agreement is to secure for the members of Equity who are independent contractors, and members of Equity who are employees, the full benefits of orderly collective bargaining (including but not limited to hours of work, minimum fees and working conditions) and the administration of matters within the purview of this Agreement.

### **(C) Equity**

Equity is the professional association of performers, directors, choreographers, intimacy directors and stage managers in English Canada who are engaged in live performance in theatre, opera and dance.

Recognizing that the arts are vital to life and artists make an invaluable contribution to our society, the association supports the creative efforts of its members by seeking to improve their working conditions and opportunities.

The business of Equity is to negotiate and administer collective agreements, provide benefit plans, information and support, and act as an advocate for its membership. Equity strives for fairness, integrity and compassion in all its endeavours.

## **1:00 RECOGNITION OF EQUITY AND THE APPLICATION OF THE AGREEMENT**

For the purpose of collective bargaining and the administration and interpretation on their behalf of matters within the purview of this Agreement, the Theatre agrees to recognize Equity as the exclusive bargaining representative of all the Artists it engages.

The term "Artist" as used in this Agreement, shall include: Actors and other performers; Production Stage Managers; Stage Managers; Assistant Stage Managers; Directors; Fight Directors; Fight Captains; Choreographers; Dance Captains; Intimacy Directors; Intimacy Captains.

This Agreement shall apply to all Artists engaged by the Theatre as Actors and other performers; Production Stage Managers; Stage Managers; Assistant Stage Managers; Directors; Fight Directors; Fight Captains; Choreographers; Dance Captains; Intimacy Directors; and/or Intimacy Captains in the preparation and presentation of a theatrical production in any venue and, to the extent provided for in this Agreement, the recording (preservation) of the audio or visual aspects of such productions in whole or in part.

## **2:00 COMMUNITY ENGAGED ACTIVITY**

Community Engaged Activities involve sustained collaboration and exchange between a Theatre, Equity Artists and an identified community, defined by shared interests, experience or identity.

Community Engaged Activities are dynamic relational processes that place communities at the centre, using professional artistic practices for a range of social outcomes and mutual benefits.

It is understood that the nature and process of the activity may evolve over the term of the project, and it is therefore the intention of these provisions to remain flexible and responsive to the needs of the community and Artists involved.

For Community Engaged Activities resulting in public presentations in a Theatre's venue, the fee for Equity members for each performance will at least meet the venue's applicable ITA minimum fee on a weekly or pro-rata basis for the duration of the performances.

- (i) Equity members will be signed to a Community Engaged Activities Contract.
- (ii) Recognition of a Community Engaged Activity and any Equity Artist involved will be given in any printed or online programs under the control of the Theatre.

## **3:00 EQUITY MEMBERSHIP AND AUTHORIZATION**

### **3:01 Equity Members in Good Standing**

As a condition of engagement, all Equity members shall be members in good standing during the entire term of their engagement. The Equity member has authorized Equity to act on their behalf with reference to the specific matters set out in the ITA.

At the time of contracting, the Theatre must confirm the Artist's membership status using the Equity Portal via the following steps:

1. Go to: <https://new.caea.com/pact/>
2. Log In
3. Search by member number or by first and/or last name.
4. Once the Artist is found, make a record of the page (screenshot, PDF, or other) to include the date & time stamp, membership status, and Artist name.
5. Issue the ITA Engagement Contract within five (5) business days of membership confirmation and consistent with the terms of Clause 35:08.
6. Save the record page on file for future reference.

Upon confirmation from the Equity Portal that a member is in good standing then, for the purposes of issuing the ITA Engagement Contract, the member shall be deemed to be in good standing. Should the member fall into arrears between the issuing of an ITA Engagement Contract and the end of the ITA Engagement Contract, it is the member's sole responsibility to rectify the situation directly with Equity.

At the time of the Theatre's checking the Equity Portal, should the member be found to be not in good standing, or should Equity be unable to confirm that a member is in good standing then the Theatre may withdraw any contract offer without recourse by the member or Equity.

### **3:02 Authorization to Deduct Working Dues**

#### **(A) Equity Member**

By the signing of an ITA Engagement Contract, the Equity member assigns to Equity such amounts for Working Dues, initiation fees, and other assessments as may be certified to the Theatre by Equity to be due to Equity from the Equity member. The Equity member authorizes and directs the Theatre to deduct such amounts from their weekly fees and remit same to Equity, which authorization and direction shall be effective and irrevocable for the term of the ITA Engagement Contract.

#### **(B) Non-Member**

When a non-member signs an ITA Engagement Contract, the non-member assigns to Equity such amounts that are equal to the deductions taken from a member's Contractual Fee. The non-member authorizes and directs the Theatre to deduct such amounts from their weekly fees and remit same to Equity, which authorization and direction shall be effective and irrevocable for the term of the ITA Engagement Contract.

#### **(C) Theatres Not Responsible for Basic Dues**

With the exception of the conditions detailed in Clause 3:02 (D), the Theatre will not be responsible for the deduction and remittance of Basic Dues.

Notwithstanding the above, if an Equity member is not in good standing at the beginning of their ITA Engagement Contract, both the Artist and the Theatre will receive a notice from Equity informing them of this. The Equity member may then submit a request in writing to the Theatre to deduct Basic Dues from their contractual fee and remit such to Equity, provided that the Theatre agrees to the request and has adequate time to process this request per the Theatre's payroll schedule. The Theatre must detail that this payment to Equity is for the Artist's Basic Dues on the support documentation provided with their remittances. A Theatre is relieved of this responsibility if the request is not received from the Artist prior to the final two (2) weeks of the ITA Engagement Contract.

**(D) Theatre Responsible for Basic Dues**

A Theatre is responsible for the payment of Basic Dues if:

- (i) a Theatre fails to check the Equity Portal at the time of contracting and issues an ITA Engagement Contract to an Artist not in good standing, or;
- (ii) a Theatre is unable to provide proof that an Artist was in good standing at the time of contracting when requested by Equity and has engaged an Artist whose current membership status is in not in good standing.

In such cases, Equity shall issue a notice to the Theatre and the Artist for the Artist's Basic Dues which will subsequently be billed on the Equity invoice for the production.

**3:03 Deductions**

**(A) Payment of Equity Working Dues**

The Theatre agrees to deduct Working Dues as directed by Equity from the Artist's Contractual Fee and remit same to Equity in accordance with, and subject to, the terms and conditions of payment outlined in Clause 16:15, Remittances.

When the Artist is on tour the working dues deduction shall be applied to the Contractual Fee only, and not to the per diem.

**(B) 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 Theatre will deduct from fees payable to the Artist, and remit to Equity in accordance with Clause 16:15, such amounts as directed by Equity. These amounts are to be established at the commencement of the ITA, and may be modified on not less than 120 days' notice to the Theatre.

**(C) Other Deductions**

Any deduction in addition to the Working Dues deduction, initiation fees, remittances in accordance with Clause 5:01, or member benefits as set out in this Clause 3:03, shall be subject to a five-dollar (\$5.00) processing fee payable by the Artist for each additional requested deduction.

**(D) Exemptions from standard Equity deductions**

The following monetary amounts are the only exemptions from standard Equity deductions: per diem, mileage, reimbursement of expenses, rental fees paid to the Artists for the use of their personal items and ESA overtime for Stage Management personnel.

Unless otherwise noted, all fees and royalties are subject to standard Equity deductions.

**3:04 Discounted Ticket Policies**

The Theatre shall inform Equity of any discounted ticket policy when it files its Company Category Calculation.

The Theatre will also make its best efforts to provide and inform Artists of discounted ticket policies, subject to ticket availability and inclusive of the Theatre's standard discounted ticket policies.

**4:00 LAWS GOVERNING THE ITA**

**4:01 Provincial Jurisdiction**

Except as provided hereinafter, the ITA shall be subject to and construed by the laws of the province in which the Theatre has its Point of Origin.

**4:02 Statutory Conflicts**

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

#### **4:03 Canadian Statutes**

Any Clauses contained herein illegal in Canada, or any province, territory or municipality thereof shall not be binding therein. Any illegality in any Clause or of the ITA shall not affect any other Clause of the ITA.

#### **4:04 Provisions Affected**

If any provision of the ITA 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.

### **5:00 RESPONSIBILITY OF THE ARTIST**

#### **5:01 Independent Contractor**

The Artist, with the exception of those defined as employees elsewhere in the ITA, 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 ITA Engagement Contract and all riders attached thereto.

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

#### **5:02 Equity Membership and Membership in Good Standing**

It is the responsibility of the Equity member to maintain membership in good standing with Equity, to inform management of the Theatre that they are in good standing, and to furnish evidence to the Theatre and the elected Liaison when requested. If, after an ITA Engagement Contract has been issued by the Theatre, an Artist fails to remain in good standing, the responsibility of returning to good standing lies solely with the Equity member.

#### **5:03 Rules and Regulations**

The Artist agrees to abide by all reasonable rules and regulations of the Theatre which are not in conflict with the provisions of the ITA, any ITA Engagement Contract or the rules of Equity. Any such special rules and regulations must be posted by the Theatre on the notice board at the theatre and rehearsal hall.

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

The Artist must make themselves available during the term of the Artist's ITA Engagement Contract to perform the services of the contract. This includes ensuring that the Artist resides or has temporary residence within the immediate vicinity of the Theatre's Point of Origin. The Artist agrees to request the Theatre's written permission to absent themselves for a period of time from the immediate vicinity of the Theatre's Point of Origin, or to locate their lodging for the duration of the ITA Engagement Contract outside of the Theatre's Point of Origin, such request to be stated in writing. The Theatre agrees to post its policy outlining specific time and distance limitations for which permission is not required.

While on tour, the Point of Origin as it applies to this Clause 5:04 shall refer to the immediate vicinity of the performance venue.

#### **5:05 Impairment**

##### **(A) Ability to Perform**

If the Artist is unable to rehearse or perform due to intoxication or similar impairment, the Theatre may determine that the Artist shall not rehearse or perform. The Theatre undertakes to report all such occurrences to Equity immediately. In the case of such intoxication or impairment, the Theatre may terminate the Artist's contract under the provisions of Article 38:00 of the ITA.

##### **(B) Termination**

In the circumstances outlined above, the Theatre may request relief from the provisions of Article 38:00, Termination, in order to terminate without further payment. Equity may grant such relief when it has been satisfied that the Artist was intoxicated or similarly impaired. Additionally, if a rehearsal or performance is cancelled as a result of the above circumstances, the Theatre may request the

Executive Director of Equity to decide if the Artist shall be liable for any loss incurred.

#### **5:06 Exclusive Service of the Artist**

Except as otherwise provided for in the ITA Engagement Contract, the Artist shall not accept any concurrent engagement from the date of beginning of rehearsal, and until said ITA Engagement Contract is lawfully terminated, without the written consent of the Theatre. The Theatre shall make every effort to accommodate the Artist's request.

In the case where an Artist has received permission to accept a concurrent engagement, they shall fulfill all the terms and conditions of the original contract, particularly as regards rehearsal and performance provisions, unless permission for the Artist's absence is specifically described (dates, times) and agreed to by the Theatre in advance in writing.

Failure to comply with these terms may result in the original Theatre requiring the Artist to terminate the concurrent engagement immediately.

### **6:00 MANAGEMENT RIGHTS**

#### **6:01 Management Rights**

Except as, and to the extent specifically modified by the ITA, all rights and prerogatives of management are retained by the Theatre and its management.

### **7:00 EQUITY MEMBER'S OBLIGATION TO EQUITY**

#### **7:01 ITA Engagement Contract**

Nothing contained in any ITA Engagement Contract signed by any member of Equity shall be construed so as to interfere with the carrying out of any obligation which a member owes to Equity by reason of their membership therein. The Theatre shall not request or require any member to do anything forbidden by the Constitution and Bylaws of Equity or by such rules made by Equity or its authorized representatives which are not in conflict with the ITA.

#### **7:02 Equity Constitution and Bylaws**

If the Constitution, Bylaws, rules and regulations of Equity as they now exist or as they may hereafter be amended, are in conflict with the fulfilment of the provisions of the ITA, then the provisions of the ITA shall prevail.

#### **7:03 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, rules and regulations of Equity.

### **8:00 CANADIAN ACTORS' EQUITY ASSOCIATION - SPECIAL PROVISIONS**

#### **8:01 Benefit Performances**

Artists may rehearse for and play in benefits without remuneration only for The AFC (formerly known as the Actors' Fund of Canada). There shall be at least one (1) benefit performance per season for The AFC. Alternatively, the Theatre may organize another activity (such as curtain speeches designed to solicit individual donations from the audience) to benefit The AFC.

A benefit performance is a regularly scheduled performance, or one in addition to the regular schedule of performances, for which the proceeds are donated to The AFC. A Theatre may, with a minimum of two (2) weeks' notice to the Artists which shall be copied to Equity, schedule an extra performance, that is to say a ninth performance in a regular Engagement Week, or a performance on a normal free day, as a benefit performance for The AFC. In such performances, Artists will take part without additional remuneration. Provided that a benefit performance for the AFC has been scheduled for that season, the Theatre may schedule other benefit performances with the prior written approval of Equity.

## **8:02 Membership Meetings - Privilege of Artists to Attend**

Provided that Equity shall have given the Theatre two (2) weeks' notice in writing, the Theatre shall not 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 regularly called meeting of Equity 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.

## **8:03 Special Power to Act for Artist**

### **(A) Authority**

Whenever it is provided in the ITA or in any ITA 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;

(ii) on the demand of, or with the consent of such Artist, then:

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

### **(B) Consent**

In all cases where the consent or approval by Equity is required to modify or limit the rights of any Artist said action will be taken on behalf of Equity in writing by the Executive Director or an authorized delegate only. Such consent or approval will be at Equity's sole discretion.

### **(C) Representation**

Equity may represent Artists in any dispute which may arise with the Theatre, and Equity may, at all times, represent Artists in relation to any matter arising out of the ITA or any ITA Engagement Contract. When any act or request or consent of any such Artist is provided for in such contract, the request, consent, or approval of Equity shall, for all purposes, be deemed the consent, request, approval or act of the Artist.

## **8:04 Equity Liaisons and Authorized Representatives**

### **(A) Equity Liaisons**

Equity Liaisons shall be elected for each production.

In repertory theatre, the election of the Liaison need not be on the first day of rehearsal, but at the earliest opportunity within the first week, and at a rehearsal to which a majority of the Equity Artists are called. An Artist may be the Liaison for more than one (1) production, provided that the Artist has been engaged for each production.

### **(B) Authorized Representatives**

Authorized representatives of Equity shall have free access to all Artists at all times, inclusive of rehearsals or performances. However, there shall be no interruption of work in progress except where deemed essential in order to meet an emergency situation.

Equity representatives shall notify the Theatre in advance of such visits, whenever possible.

## **8:05 Company Meetings**

### **(A) Secret Ballot**

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

**(B) Alteration to the Standard ITA Engagement Contract**

Should any situation arise where the Theatre wishes the company to consider any alterations to the standard ITA Engagement Contracts, or to the provisions of the ITA, it shall first approach Equity for a concession. Equity shall then arrange a meeting of the company at which neither the Theatre nor its representative shall be present. Any action proposed by the Equity company shall not however, be binding without the written approval of Equity.

**(C) Attendance**

Attendance at meetings of the Equity company shall be restricted to the Artists contracted for that production.

**(D) Determination of Executive Director of Equity**

The determination of the Executive Director of Equity as to any issue arising under the provisions of Clause 8:05 shall be final and binding upon the Theatre and each Artist insofar as such determination does not contravene or conflict with any of the terms in the ITA.

**8:06 Auditions**

**Preamble**

For the purpose of this Clause, an audition may constitute meetings, readings from a given text, presentations of prepared pieces, improvisations and call backs in relation to an Actor seeking engagement with the Theatre.

Each Theatre shall declare its inclusive casting and engagement policy including detailed information about the accessibility of the audition, rehearsal and performance venues in casting notices and breakdowns.

**(A) Notice of Auditions**

To promote the dissemination of casting opportunities to the broadest spectrum of artistic talent, all casting notices for all publicly announced auditions shall be posted through Equity's e-Drive with language provided by the Theatre including information regarding productions that are being cast including but not limited to any requirement for an Actor to make changes to their hair, to use makeup in excess of basic stage makeup or to cover visible tattoos.

The Theatre will notify Equity at least two (2) weeks in advance of all publicly announced auditions.

For all open call, un-vetted auditions, the Theatre will make best efforts to distribute the notice at least four (4) weeks in advance so that interested performers may make arrangements to attend.

**(B) Roles Previously Cast**

Once the season has been announced, the Theatre will, when posting for an audition, other than general auditions, state any roles that have already been cast. The Theatre will also advise the Actors, at the time audition appointments are made, of any roles that have been cast.

**(C) Notification of a Role Depicting a Character with a Disability**

When a role to be cast depicts a character with a specific disability, the Theatre shall include this information in all casting notices, so that artists with similar disabilities may be informed of the opportunity to audition.

**(D) Audition Submission Prohibition**

The Theatre shall not require an Actor to disclose their age or weight on an audition submission.

**(E) General Auditions**

In order to facilitate the engagement of new voices and talent, and with particular consideration for advancing opportunities for historically underrepresented and marginalized identities, where the needs of the Theatre dictate, or where the Theatre produces more than two (2) productions in a season, the Theatre will offer a minimum of two (2) days of auditions at least once per fiscal year in a major centre or in the Theatre's point of origin. It is not necessary for the two (2) days to be consecutive and the Theatre may schedule these days at their convenience.

These auditions may be general in nature in order to review available talent. These auditions shall be attended by the Artistic Director or another senior representative of the Theatre who works in a casting capacity.

Every other year, the Theatre shall add at least one (1) additional day of auditions which shall be an un-vetted open call.

To fulfill the requirements noted above, Theatres may hold joint auditions where multiple Theatres participate in the audition process. Theatres not required to hold general auditions are nonetheless encouraged to participate in these joint auditions whenever possible. These joint auditions need not be for Theatre engaging under the same agreements or policies.

**(F) Priority Scheduling**

At open call auditions, Equity members will be given the opportunity to be seen prior to non-members. At all other auditions, priority will be given to Equity members for scheduling audition times.

**(G) Attendance**

No Actor shall be auditioned unless there are at least two (2) persons other than the auditionee(s) present in the audition room.

**(H) Nudity**

Nudity is prohibited during the entire audition process.

**(I) Casting Authority Present**

The Director, Music Director, Choreographer, Composer, Choral Director or an appropriate representative of the Theatre with casting authority must be present at all auditions.

**(J) Assignment of Casting Prohibited**

The assignment of casting for a production exclusively to a casting agent or talent representative is strictly prohibited.

**(K) Evening Auditions**

Whenever possible, the Theatre will make provision for evening auditions as part of its audition schedule in order to provide an opportunity for those Actors who are working during the day.

**(L) Audition Space Prohibitions**

An Actor shall not be auditioned in any place that is not an accepted place of business including, but not limited to, a hotel room.

**(M) Audition Facilities**

Whenever auditions are held the Theatre agrees to provide audition rooms, change rooms and waiting rooms which are properly lighted, ventilated, cooled during hot weather to not more than thirty degrees Celsius (30°C) and heated during inclement or cold weather to at least twenty degrees Celsius (20°C). Best efforts shall be made to ensure that the space is scent and allergen free.

**(N) Audition Space Accessibility Considerations**

For an Artist with accessibility needs, the Theatre will make all reasonable accommodations to facilitate access, which may include providing interpreters, accessible facilities, and advanced access to audition materials.

**(O) Venue Suitability**

Where Equity receives a complaint regarding an audition venue, Equity shall be given the opportunity to inspect the venue and, if deemed unsuitable, an alternate suitable venue shall be found at the expense of the Theatre.

**(P) Individual Auditions**

Except for un-vetted, open calls, Actors shall be called to audition at specific times and shall not be called in groups unless necessary for dance calls, improvisation or voice blending.

**(Q) Requirement for Actors to Sign-in**

When the Theatre is auditioning more than six (6) Actors in a single day, each Actor shall be required to sign-in on a sheet to be provided to the Theatre by Equity.

The Theatre shall provide a copy of the completed sign-in sheet(s) electronically to Equity within fourteen (14) calendar days after the audition.

**(R) Audition Information Sheet**

The Theatre will post and make available a one page information sheet supplied by Equity when the Actor signs in for a general audition or open call. The information sheet, will outline the responsibilities of the Theatre and the Actor that apply to that audition. Individual information sheets will be available for plays, musical theatre and Sector 2 auditions.

**(S) Maximum Number of Calls**

For a non-musical, auditions shall be limited to three (3) calls of a maximum of one (1) hour each per Actor for each production.

For a musical, the total audition time inclusive of initial auditions, group calls and callback auditions shall not exceed four (4) hours for each production or repertory season.

For audition calls in excess of the limits above the actor shall be compensated at the rate of one-eighth (1/8) of the minimum weekly fee of the applicable Company Category in which the production will be presented.

At all times all breaks and rest periods shall be observed.

**(T) Participation in Another Actor's Audition Call**

An Actor engaged to participate in another Actor's audition shall be paid the fee as specified in the current ITA Fee Booklet.

This clause shall not apply to those circumstances where an Actor who is already cast is asked to participate in the auditions for a character to assess suitability.

**(U) Recording of Auditions**

The presence of cameras or other recording devices at auditions is strictly prohibited. With the Actor's agreement, the Theatre may take a photograph of the Actor during the audition.

However, in some cases it may not be possible for all persons with casting authority to be present at the in-person audition or the production includes on camera performance. In such a situation, the Theatre may record or live video conference the audition with notice to the Actor at the time of scheduling the audition, provided that all video recordings are destroyed at the end of the casting process. In all cases at least one (1) person with casting authority must be physically present at the time of audition.

**(V) Self-Tape Submissions and Video Conferencing Auditions**

While it is agreed that it is in the best interests of the Theatre, Artists and the process of live performance for auditions to be held in person, if a Theatre wishes to audition an Actor who is unable to attend in-person, the Theatre may accept self-tapes or arrange for video conferencing. The Theatre may also choose to audition Actors by digital means should that be necessary because of the remote location of the Theatre or Artist, or for reasons of public health as determined by the local or provincial public health authority. The Theatre shall provide the Actor with clear instructions regarding the submission of videos, including technical requirements. Submissions must not be publicly distributed by the Theatre and shall be destroyed at the end of the casting process.

Requests for self-tapes must be made by the Theatre at least five (5) days prior to submission deadline.

Theatres and Artists should reference the Best Practices Advisory available on Equity's website, identifying key elements for consideration when requesting self-tape submissions or auditioning Artists by digital means.

**(W) Requirement to Provide a Musical Accompanist**

The Theatre shall provide an accompanist for all musical auditions involving singing, except where the Actor wishes to self-accompany or is required in the production to sing without musical accompaniment.

In the case of a non-musical production where the singing will be accompanied by live music, an accompanist must also be provided at the audition.

**(X) Dance Surfaces**

When an Actor is participating in a dance audition, the audition must be conducted on an appropriate dance surface. Actors shall not be required to dance on concrete or marble floors or any other surface which may cause injury to an Actor.

**(Y) Change Facilities**

Suitable change facilities for all dancers shall be made available. In situations where the available audition space does not have adequate facilities, Equity and all Actors being auditioned shall be made aware no less than twenty-four (24) hours before the scheduled audition time.

**(Z) Specifically Requested Material**

After the initial audition, when Actors are requested by the Theatre to prepare specific material, they shall be given the opportunity to perform all said prepared songs and/or text during the audition slot. In no case, shall the prepared material exceed more than ten (10) minutes of material per role for which the Actor is being considered.

**(AA) Requested Material Availability**

When an Actor is required to audition with specifically requested material that is not readily available, the Theatre shall provide such material to the Actor. In the case of singing auditions, this material must be provided to the actor no less than forty-eight (48) hours prior to the audition call.

**(BB) Callback Auditions**

When an actor is required for a callback audition on the same day as the initial audition, the callback audition shall take place within a one-and-a-half (1-1/2) hour time period or the actor shall be given an opportunity to return at a later date or time to be mutually decided upon by the Theatre and the Actor.

**8:07 Musical Theatre Auditions**

For musical theatre auditions the following provisions shall apply in addition to the Clauses above.

**(A) Groups for Dance Calls**

Dancers need not be called at individual times. The Theatre has the opportunity to audition Dancers/Ensemble in a group as long as dance or movement ability is the prime consideration of the audition. The principal skill for these calls is dancing.

**(B) Ensemble Auditions**

For Ensemble auditions, Actors shall be given the opportunity to audition in their principal skill of either dance or singing.

**(C) No Requirement to Prepare Own Choreography**

At no time shall an Actor be required to prepare and perform their own choreography. The Actor shall only perform such dance as taught by the Choreographer, associate choreographer, Assistant Choreographer or Dance Captain at an audition call.

## **9:00 HARASSMENT AND DISCRIMINATION**

### **Preamble**

The Theatre and Equity are committed to the pursuit of respectful workspaces and support for those who have experienced or witnessed toxic behaviours and as such have partnered to develop the Not In OUR Space! program. Therefore, all Theatres agree to participate in the joint anti-harassment Not In OUR Space! program as outlined below.

### **9:01 Not In OUR Space! Program**

Participation in Not In OUR Space! requires the Theatre to post the Not In OUR Space! poster in all of their rehearsal spaces and any performance spaces they own or use, for the duration of the production. The Theatre shall make best efforts to ensure the poster shall always be stocked with the appropriate bookmarks from Equity. Furthermore, the Theatre shall make copies available of the Not In OUR Space brochure as required on each production.

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

A representative from the Theatre and a representative from Equity shall present the "Respectful Workplace Statement" at the beginning of the first day of rehearsals and again in the theatre, should the Artists request it.

### **9:02 Harassment**

"Harassment" is 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 or offensive.

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

**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 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.

**Harassment:** Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. For the purpose of this policy, harassment includes comment or conduct initiated by one person towards another, which causes humiliation, offence or embarrassment, or which has the purpose or effect of unreasonably interfering with the person's work and/or creating an intimidating, humiliating, hostile or offensive environment. Ordinarily, repeated comment or conduct is required to demonstrate harassment, however single acts of sufficient severity may also constitute harassment.

**Bullying:** Bullying is a distinct form of personal harassment and may include, but is not restricted to, some of the following: loud, abusive behaviour, unjustified criticism, shunning behaviours (including withholding information, ganging up, deliberate isolation from colleagues or exclusion from joint activities), repeated delegation of demeaning tasks.

### **9:03 Reporting Harassment and Resolution Process**

The Theatre 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 set out in a Theatre's policy; or,
- (c) The complaint process provided for in Equity's policies.

The parties agree that a complaint made to a Theatre is to be investigated. Equity agrees that it shall advise a Theatre of any complaint made to Equity that involves a member of management. Equity and the Theatre agree that it is the responsibility of a Theatre to conduct an investigation into any complaint made to a Theatre or a complaint made that involves a member of management.

The Theatre 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 Theatre and Equity agree that an investigation should be conducted in a confidential manner.

### **9:04 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 Theatre shall immediately advise Equity that an investigation is under way. Upon written consent of the Equity member, the Theatre shall share with Equity a summary report of the actions and findings.

### **9:05 Relief of Termination Payment**

When the results of an appropriately conducted investigation have determined that harassment has taken place and the Theatre wishes to terminate the Artist's ITA Engagement Contract, the Theatre may request relief from the provisions of Article 38:00, Termination, in order to terminate an Artist's ITA Engagement Contract without further remuneration. Equity may grant such relief, provided it is satisfied that such termination of the Artist's contract is the appropriate resolution.

### **9:06 Dispute Between Equity and the Theatre**

If the Theatre 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 52:00.

### **9:07 Discrimination**

#### **(A) Discrimination Prohibition**

There shall be no discrimination against any Artist or applicant for a role or position on the basis of any grounds protected by federal or provincial human rights legislation. Any breach of this Clause by the parties to the ITA may be referred to the appropriate human rights authority.

#### **(B) Termination Due to Discrimination is Prohibited**

When it is alleged that an Artist's engagement has been terminated due to discrimination as described above, the matter may be submitted to the dispute resolution provisions of Article 52:00.

#### **(C) Artist Not Required to Render Services**

An Artist shall not be required to render any services to the Theatre in any theatre or any place where it has been determined that discrimination as described in this Article is practised against any person. Where there is a dispute as to whether such discrimination has taken place, the Artist will continue to render their services until final determination has been made under the provisions of Article 52:00.

**(D) 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. Under no circumstances shall an Artist's pregnancy be considered grounds for termination, unless it impinges on the artistic integrity of the production, to be determined by the Theatre.

**(E) Discrimination for Association Activity**

**(i) Prohibition of Discrimination**

The Theatre shall not dismiss or otherwise penalize any Equity member for fulfilling their duties or obligations as a Liaison, elected officer, or member of Equity.

**(ii) Claims**

Any Equity member who claims that the Theatre has given them notice or otherwise penalized them for fulfilling their duties as an Equity member, may present their case to the Executive Director of Equity who shall give the Theatre the opportunity to be heard. If the Executive Director of Equity is satisfied that such activities are the real cause of dismissal or of any penalty, it shall have the power to determine the character and the amount of a penalty to be assessed against the Theatre. Should the Theatre disagree with the Executive Director's decision or with the assessed penalty, it may appeal through arbitration according to the further provisions of Article 52:00.

**(iii) Equity Liaison's Contract Terminated**

In the event the engagement of a Liaison is terminated, the Theatre will furnish the reason for this termination to both the 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 Liaison was dismissed or otherwise penalized for fulfilling their duties or obligations as a Liaison, their case shall be presented to the Executive Director of Equity of who shall give the Theatre the opportunity to be heard if it desires to avail itself of this opportunity. After said hearing, where the Executive Director of Equity determines that the Liaison has been dismissed or otherwise penalized for fulfilling their duties or obligations as a Liaison, Equity shall have the power to determine the character and the amount of a penalty to be assessed against the Theatre. Should the Theatre disagree with such determination by the Executive Director of Equity or with the assessed penalty, it may appeal through arbitration according to the further provisions of Article 52:00.

**(iv) Failure to Pay Penalty**

Should the Theatre fail to pay a penalty assessed against it, Equity agrees that it will not attach the Theatre's bond for payment of such penalty prior to sixty (60) days from the date of the final assessment of such penalty.

**9:08 Non-Disclosure Agreements and Reprisal**

Following the investigation of any complaint or incident, the parties recognize that there are statutory obligations under the appropriate legislation and under no circumstances can one party obligate the other to a non-disclosure agreement or retaliate against the other party.

Both parties acknowledge and understand that there are remedies in the event of demonstrable reprisal.

Artists engaged on an ITA contract may request support and assistance from Equity.

## **10:00 ACCESS, INCLUSION, AND ANTI-OPPRESSION**

### **10:01 Acknowledging Systemic Oppression and Exclusion**

The Theatre and Equity acknowledge that Canadian theatre, and the Independent Theatre Agreement, evolved from a patriarchal, Eurocentric tradition that have long contributed to the widespread discrimination and exclusion of a range of people and practices. The Theatre and Equity are committed to redressing systemic exclusion in our shared theatre ecology, and to expanding engagement opportunities for Artists who identify with Underrepresented Groups (see 18:68), so that the practice of theatre honours and reflects the wide diversity of performance styles, processes, bodies, and identities that exist in society.

The Theatre and Equity further recognize that D/deaf and Disabled Artists (see 18:18) have been excluded from and underserved in Canadian theatre. Both associations acknowledge their respective obligations to support and provide Accommodations (see 18:01) in accordance with Federal and Provincial Human Rights legislation.

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

### **10:02 Commitment to Anti-Oppression and Inclusion**

#### **(A) Joint Undertaking**

The Theatre and Equity recognize that measurable progress towards truly inclusive participation in our theatre ecology requires urgent, systemic, and sustainable shifts in both practices and infrastructures. Both the Theatre and Equity are committed to ongoing training and dialogue

to advance inclusion, and to engaging with Underrepresented Groups to redress systemic oppression, exclusion, and accessibility barriers.

#### **(B) Declared Actions: Anti-Oppression and Inclusion**

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

- (i) The Theatre will annually articulate their organizational actions addressing anti-oppression and inclusion, according to their needs and circumstances., These actions will be shared with Equity at the time of submitting their first Production Check List for the season (per Clause 16:16). These actions will be publicly posted at the Theatre and made available to the Artist upon request prior to contracting.
- (ii) The Theatre and Equity will articulate the actions they are undertaking as organizations to support and advance the principles of this article. These actions will be updated annually and shared publicly on each organization's respective website.

### **10:03 Equitable Engagement Opportunities**

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

#### **(A) Inclusive Casting and Engagement**

Inclusive Casting is defined, for the purposes of this Agreement, as the casting of Artists who self-identify with Underrepresented Groups in roles where identity characteristics are not prescribed. This practice shall extend to all roles in a production, including principal and Ensemble roles.

Application of the principle of Inclusive Casting will extend to the engagement of all Artists governed by the terms of the ITA, including but not limited to Directors, Choreographers, Stage Managers, Fight Directors and Intimacy Directors.

**(i) Notice of Inclusive Casting and Engagement Policy**

The Theatre will articulate its inclusive casting and engagement policy in all postings for casting notices and other ITA engagement opportunities.

**(ii) Distribution of Notices for Casting and Other ITA Engagement Opportunities**

As per Clause 8.06(A) Notice of Auditions and to promote dissemination of casting and other work opportunities to the broadest spectrum of talent, all notices for casting and other ITA engagement opportunities will be posted on the Equity e-Drive, and any additional channels the Theatre deems appropriate.

**(B) Cultural Integrity in Casting**

Notwithstanding the foregoing, the Theatre and Equity acknowledge that included in the commitment to create and maintain a safe, respectful, and inclusive ecology is the recognition of the importance of Integrity in Casting. It is understood that casting against the indicated or implied ethnicity of a culturally-specific role, or outside the lived experience of a character with a disability or underrepresented gender identity, may have a discriminatory or distressing impact on those artists and communities. When casting such roles, the Theatre will make best efforts to audition and engage Artists of appropriate background or identity.

**(C) Accessible Opportunities**

The Theatre commits to identifying and removing barriers that might hinder the equitable participation of D/deaf and/or Disabled Artists, and to embracing a creative, responsive, and flexible mindset to improve accessibility. Artists are encouraged to discuss with the Theatre any accessibility needs, requests, or requirements at any point in the process, from auditions through to the end of the contracts.

**(D) Inclusive Hiring in Theatre**

The Theatre and Equity encourage the active solicitation and participation of Underrepresented Groups in all areas of theatre creation and production.

**10:04 Respectful Consultation, Collaboration, and Representation**

**(A) Respectful Consultation and Collaboration**

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

**(i)** Where a production involves identity-specific content, or characters outside the lived experience of the creative team, the Theatre shall make best efforts to consult with appropriately knowledgeable Elders or individuals from those cultures or communities to ensure informed and respectful choices relating to representation. Such consultation should be conducted with sufficient lead time to enable useful integration of any learning into pre-production, rehearsal, production and relevant administration. By mutual agreement, such external consultants be compensated and credited for their contributions.

**(ii)** Where an Artist engaged on a production is solicited by the Theatre or Director to assume a role of formal consultancy or to provide broad expertise related to their culture or identity beyond the customary parameters of their contracted duties in the production, the Artist and Theatre will negotiate mutually agreeable terms for credit and financial compensation for those services. These terms will be rideder to their contract, and will be payable by the Theatre at a rate not less than indicated in Clause 16:16 Additional Services upon submission of an invoice. This payment is not subject to Clause 3:03 Deductions.

**(B) Respectful Representation**

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

- (i) When engaging Artists who identify with Underrepresented Groups, the Theatre will have a discussion with the Artist prior to contracting and maintain communication throughout the engagement, to understand their specific needs and desired supports related to identity. The Theatre and Artist will jointly determine what information will need to be communicated to the Director, Stage Manager, cast, creative collaborators, company staff and/or appropriate theatre personnel. The Theatre and Artist will jointly outline any specific agreements related to any needs and supports, and with the consent of the Artist, such agreements may be ridered to the Artist's ITA engagement contract.
- (ii) Artists who identify with Underrepresented Groups will be actively consulted regarding their hair, makeup, wardrobe or the use of culturally- or identity-specific items in the production. These conversations must be anti-racist and non-discriminatory in language and tone, observe privacy and confidentiality and provide the Artist with agency and support to achieve respectful self-representation.

**(C) Prior Knowledge**

- (i) Where the content of a production involves Underrepresented Groups or deals with issues of violence or trauma, or where it may be reasonably anticipated that an Artist's identity may intersect with or reinforce harmful or demeaning stereotypes, the Theatre will make every effort at the time of offer to provide Artists – regardless of background or identity – with all available information about the production's concept and/or context so that the Artist may make an informed decision about acceptance of the offer.
- (ii) Upon request, the Theatre will facilitate communication between the Performer and Director to discuss intentions and expectations related to culture or identity.

**10:05 Resolution of Issues Related to Identity**

- (A) Where issues arise related to the Artist's underrepresented identity, in rehearsal or production, the Theatre will act promptly and transparently to resolve the issue. The Artist should not be left to independently navigate or resolve their own harm or oppression, and all parties commit to protecting the Artist from any overt retribution for identifying harmful behaviour.
- (B) Upon request by the Artist and by mutual agreement, the Theatre will welcome a third-party advocate to provide support for the Artist or facilitate resolution of the issue. Where such an advocate is not an agent, a representative of Equity, or otherwise paid representative, the Theatre will assume costs or appropriate compensation.

## 11:00 BREACHES

### 11:01 By The Theatre

#### (A) Conditions

Should Equity and/or any Artist claim that a Theatre:

- (i) has breached the ITA; or
- (ii) has breached any ITA Engagement Contract; or
- (iii) has made any false statement in connection with any engagement agreement or standard ITA Engagement Contract form tendered to the Artist; or
- (iv) has engaged any Artist for duties which fall within the scope of the ITA under any form of contract other than a standard form; or
- (v) is in default under any ITA Engagement Contract, or is in breach of any such ITA Engagement Contract; or
- (vi) has knowingly engaged or continued to engage subsequent to notice by Equity any Equity member who is not a fully paid-up member in good standing of Equity; or
- (vii) has failed to give or deposit security at the time and in the form and amount required by the ITA; then,

Clauses (B) through (G) below apply.

#### (B) Procedure

Equity will, within thirty (30) days of a breach occurring, or within thirty (30) days in which Equity ought reasonably to have known of the breach, but in any event no later than ninety (90) days of the occurrence, provide the Theatre with full details of the complaint in writing. Upon final determination that such breach(es) has/have occurred, the Artist may with the consent of Equity immediately terminate their engagement.

#### (C) Payment

In addition, the Theatre agrees that it will pay the Artist immediately in full for all services rendered by the Artist not already paid for, plus any other sum to which the Artist may be entitled by the ITA or their ITA Engagement Contract.

#### (D) Punitive Damages

Should the Theatre or Equity claim punitive damages, all such claims shall be considered and determined by the Joint Administration Committee, under the provisions of Article 51:00. The Committee will use the standards of the ITA and penalty payments for similar infractions in determining the amount of punitive damages. In no case may the damages exceed two weeks' fee.

#### (E) No Waiver of Rights

Should any breach be claimed neither the giving of any performance by the Artist, nor any omission of any act by the Artist, or Equity shall be or act as a waiver of any of the rights of either the Artist or Equity.

Should it finally be determined that a breach has occurred, Equity is hereby given authority without prejudice, and without penalty to itself, to intervene and require the Artist to perform, or otherwise act, not to perform, or not to take advantage of any such breach, said requirements to be made by Equity under such terms and conditions as it may in its sole discretion consider just and equitable.

#### (F) Without Prejudice

All of the foregoing is without prejudice to any other or any further rights given to the Artist or Equity by the ITA or their ITA Engagement Contract.

## **11:02 By The Artist**

### **(A) Absences**

If the Theatre alleges an Artist has breached the ITA Engagement Contract during the engagement period due to any of the following, and that the Artist does not provide a reasonable explanation, the Theatre may impose the following penalties, upon written notification to the Artist (copied to Equity), and provided the Theatre has fulfilled its obligations under Clauses 5:04 and 24:03(F), to be deducted from the contractual payment:

- (i) for each call missed, an amount equivalent to the sum of the rate stipulated on line one (1) of Schedule "A" in the current ITA Fee Booklet per hour of the missed call, to a maximum of one-sixth (1/6) of the Contractual Fee; and/or
- (ii) leaving town without permission, one-sixth (1/6) of the Contractual Fee (this permission will not be unreasonably withheld); and/or
- (iii) where the Artist has received a prior written warning regarding late arrival to a call, twenty-seven dollars and eighty-one cents (\$27.81) for each subsequent infraction.

### **(B) Request for Absence**

It is the essence of this Clause that the Theatre will make every effort to accommodate an Artist's request to be absent from a call or the Theatre's Point of Origin. Inability to secure permission in the event of a family emergency will not constitute a breach of this Clause by the Artist.

### **(C) Equity's Right to Dispute**

Notwithstanding the foregoing, Equity has the right to dispute the alleged breach and the Theatre agrees to reimburse the Artist should the dispute be settled in the Artist's favour. If the dispute can be settled prior to the termination of the Artist's contract, no deduction shall take place until a determination is reached.

### **(D) Penalties for Other Claims**

Furthermore, should a Theatre claim that an Artist:

- (i) has breached the ITA in any other way; or
- (ii) is in breach of any part of their ITA Engagement Contract; or
- (iii) has made any false statement in connection with any engagement agreement; or
- (iv) is in default under any ITA Engagement Contract with any Theatre; then: the Theatre will, within thirty (30) days of a breach occurring, or within thirty (30) days in which the Theatre ought reasonably to have known of the breach, but in any event no later than ninety (90) days of the occurrence, provide Equity and the Theatre with full details of the complaint in writing, after which Equity's hearing procedures, as outlined in Equity's Constitution and Bylaws, will be followed. If the matter is not resolved to the satisfaction of the Theatre, including appropriate compensation, the Theatre shall have recourse to the dispute resolution procedures of the ITA, Article 52:00.

## **11:03 Waiver or Release Not Permissible**

With regard to any claim by the Artist arising from any alleged breach of the ITA or any individual ITA Engagement Contract, no receipt, waiver or release or adjustment by the Artist is of any validity whatsoever, unless Equity consents in writing. The Theatre, by agreeing to this Clause, agrees that it 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 ITA Engagement Contracts be handled or enforced by agents or attorneys of Artists unless same are consented to by Equity in writing.

**11:04 Time Limit in Lodging Claims**

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

**12:00 DEFAULTING THEATRES AND ARTISTS**

**12:01 Theatre in Good Standing**

Any Theatre engaging any Artist represents that such Theatre is not in default with respect to any payment or penalty required by the ITA (or any other Agreement with Equity) or any ITA Engagement Contract or required by the interpretation or arbitration of this Agreement or any ITA Engagement Contract. The Theatre further represents that no breach of the ITA or any ITA Engagement Contract remains unsettled. The subject matter of a dispute for which an unresolved claim has been presented or which is in arbitration, or for which notice of arbitration has been given shall not be deemed an unsettled breach.

**12:02 Defaulting Theatres**

**(A) No Requirement to Work**

Without the written consent of Equity, no Equity member shall work for any Theatre or be required by any Theatre to work for any person, co-partnership, corporation, enterprise or group:

- (i) which has failed to abide by any settlement or arbitration award; or
- (ii) which through failure to meet past obligations to Equity or its members, has been placed on Equity's Defaulting Theatres List.

Additionally, without the written consent of Equity, no Equity member shall work for, or be engaged by, anyone who is, or has been connected with any defaulting Theatre so specified either as an individual proprietor, general partner, associate producer, corporate director, or officer, or active stockholder.

**(B) List**

Should Equity place any Theatre on the Defaulting Theatres List, and should the Theatre wish to contest this designation, then the matter may be submitted to the arbitration procedures of the ITA.

**(C) Insufficient Security**

No Artist shall work for, or be required to work for, or continue in the engagement of any Theatre, should the amount of security deposited or arranged with Equity be insufficient to satisfy the terms of Article 33:00 of this Agreement and/or insufficient security for the payment of any outstanding claim.

**(D) Interest Charge**

Once it is agreed by Equity that the Theatre is in default of fees or other monies due to any Artist, or when a settlement or arbitration award has been finally determined, the Theatre agrees to pay one (1%) percent per month interest, beginning thirty (30) days from the date the claim was due and ending when the claim is paid. Such interest shall be added to and payable as part of said claim.

**(E) Satisfaction of Claim**

Upon satisfaction of the above-mentioned claim by the defaulting Theatre, no individual employed by or associated with that Theatre shall be penalized or discriminated against by Equity.

## **12:03 Defaulting Artists**

Any Artist entering into an ITA Engagement Contract with a Theatre represents that they are not in default with regard to any payments or penalties required by the ITA or any ITA Engagement Contract, or required by the interpretation, or arbitration of the ITA or any ITA Engagement Contract. The Artist further represents that no breach of the ITA or any ITA Engagement Contract remains unsettled.

The subject matter of a dispute for which an unresolved claim has been presented, or which is in arbitration or for which notice of arbitration has been given, shall not be deemed an unsettled breach.

### **(A) Disciplinary Procedure**

Once it is agreed by Equity that an Artist is in default of termination payments or other monies due a Theatre, or where it has finally been determined that an Equity member has failed to fulfil any settlement or arbitration award, Equity agrees that it will use the disciplinary procedures in its Constitution and Bylaws to ensure fulfilment of the Artist's obligations to the Theatre.

### **(B) Satisfaction of Claim**

Upon satisfaction of the above-mentioned payments, settlements, awards or penalties by the Artists, no Theatre shall penalize or discriminate against any such Artist.

## **13:00 PRODUCTION PROSECUTED/ CONTRAVENTION OF CRIMINAL CODE**

### **13:01 Defending the Artist**

Should the production in which the Artist is engaged be complained of as being in violation of any statute, ordinance, or law of Canada or any province, territory, or municipality thereof, and should claim or charge either civil or criminal be made against the Artist on account of them being engaged in such production the Theatre shall defend the Artist at its own expense, or shall pay any and all reasonable charges laid out or incurred by the Artist in their defence, and any financial losses which they may suffer on account of being engaged in such production.

### **13:02 Offensive Material**

The language, business and costuming of the play are under the control and direction of the Theatre and author, who, according to custom, can at any time delete, change or amend the scenes and lines, and that, consequently, the Artist has no certain method of knowing during rehearsals whether, in its final presentation, the play is susceptible to being considered immoral, or indecent, or pornographic. Therefore, the Theatre represents to the Artist that the play as produced shall not violate any law or give offence which is punishable by any law, and expressly agrees that should they or the author be arrested or summoned on such charges, the Artist may (Equity consenting) end and terminate the engagement immediately. Upon termination, the Theatre shall pay to the Artist immediately all sums due under their agreement plus the normal compensation for the termination of the engagement as specified in the ITA.

### **13:03 Arrest of Artist**

This Clause shall not apply to any case or any set of conditions where its enforcement is illegal.

In the case of an arrest because of the nature of the play or its production, the Theatre shall immediately furnish bail for the Artist, and in the event of its failure to do so, shall provide for payment to the Artist for any expenses incurred by the Artist in this regard. After an arrest, the Artist may demand a suspension of performance pending the outcome of legal proceedings, and such suspension shall not terminate or otherwise affect the terms of the ITA Engagement Contract.

### **13:04 Duty not to Contravene Criminal Code**

The Theatre 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 Drug and Substances Act is being contravened. Similarly, all Artists have a duty to the Theatre not to contravene the Criminal Code of Canada and/or the Controlled Drug and Substances Act while on Theatre premises.

### **13:05 Duty to Report Any Criminal Activity**

Where an Artist is in any place where they are required to be because of their contract and they have good reason to believe that any other person is committing any criminal act in that place, then the Artist shall report their reasons to the Theatre and the Theatre shall investigate the report. If the Theatre believes that a criminal act is occurring or has occurred, it shall take whatever further action it deems necessary to protect the Artist(s) from any liability or involvement.

### **13:06 Withdrawal from Contract Due to Contravention of Criminal Code**

Where it has been agreed by Equity that a Theatre has failed to comply with the requirements of Clauses 13:04 and 13:05, then the Artist may withdraw from their contract without liability and shall be entitled to their contractual compensation, as if the contract were terminated by the Theatre. Where it has been agreed by Equity that any Artist has failed to comply with the requirements of Clause 13:04 their contract may be terminated immediately without further payment.

## **14:00 PRESENTED COMPANIES**

Equity acknowledges that a Theatre may want to partner with, collaborate on, or present another company's production.

Upon being made aware that an Equity member is part of a presented production, the Theatre will inform the company that there are minimum terms and conditions that apply for the engagement of Equity members. The Theatre shall direct the company to contact Equity for further details.

## **15:00 COMPANY CATEGORIES**

### **15:01 Company Category Calculation**

The Company Category is arrived at by calculating the weekly box office potential according to the formulae following.

The Theatre must provide Equity with a completed Company Category Calculation before the beginning of each season, prior to issuing ITA Engagement Contracts.

In addition, the Theatre agrees to furnish Equity with a completed Company Category Calculation in advance of altering ticket prices and/or altering the seating capacity of the theatre or theatres under its control and/or mounting a production in a new venue for the Theatre.

In instances where the Theatre offers one (1) Pay What You Can performance during a week, the value of each seat for that performance shall be calculated at twelve dollars and fifty cents (\$12.50).

### **15:02 Formulae**

#### **(A) Single Productions, Not Part of a Series**

Calculate the full value of all seats in each ticket price category (i.e. the price of ticket to purchaser) to derive the box office potential for each performance. Select the maximum number of performances given in any one (1) week (i.e. a Monday to Sunday period as defined in Clause 18:20) and add their total potential together to derive the gross weekly box office potential.

The price of the ticket to purchaser is the full non-discounted price for the seat. However, where the Theatre advertises a discount for seniors and students, the Theatre may subtract an amount equal to ten (10%) percent from the gross weekly box office potential. Theatre for Young Audiences companies which submit Company Category Calculations in accordance with Article 55:00, for productions that do not contain a touring element, may use the student ticket price for performances beginning before 4:30 p.m. For performances beginning after 4:30 p.m., the calculation will be based on half the available seats at the full adult non-discounted ticket price, and the remaining half of the available seats at the children's or student ticket price.

Subtract Entertainment Tax (if any), Goods and Services Taxes or Harmonized Sales Tax (hereinafter called GST or HST), ticket services charges (such as those imposed by recognized third party ticketing services) and capital improvement fund surcharges (hereinafter called CIF) to derive the net box office potential (the deductions shall also apply to Pay What You Can performances). The Theatre will be required to supply Equity with a copy of any third party agreement upon request. (The Theatre may apply to Equity for the exclusion of capital improvement fund ticket surcharges and other venue surcharges from the price of the ticket. This application should be made prior to preparing the Company Category Calculation.)

Compare the net box office potential to the table as specified in Clause 15:01 of the current ITA Fee Booklet to establish Company Category.

**(B) Series of Productions with Consistent Ticket Prices**

Complete a Company Category Calculation for each venue or series separately.

Calculate the full value of all seats in each ticket price category (i.e. the price of ticket to purchaser) for each performance in the series (including previews), to derive the gross box office potential per performance.

The price of ticket to purchaser is the full non-discounted price for the seat. However, Theatre for Young Audience companies which submit Company Category Calculations in accordance with Article 55:00, for productions that do not contain a touring element, may use the student ticket price for performances beginning before 4:30 p.m.

Subtract Entertainment Tax (if any), GST or HST, ticket services charges (such as those imposed by recognized third party ticketing services), and CIF (the deductions shall also apply to Pay What You Can performances). The Theatre will be required to supply Equity with a copy of any third party agreement upon request. (The Theatre may apply to Equity for the exclusion of capital improvement fund ticket surcharges and other venue surcharges from the price of the ticket. This application should be made prior to preparing the Company Category Calculation.)

Add the box office potential for all performances of each production in the series, to derive the series gross box office potential.

If the series of productions is on subscription the Theatre may subtract an additional amount equal to thirty (30%) percent of the total subscription revenue from the last comparable series, resulting in the series net box office potential.

Calculate the total number of performance weeks for the series. For the purposes of this calculation, a performance week is any week in which five (5) or more public performances are presented. For weeks in which fewer than five (5) performances are given, each such performance is counted as one-eighth (1/8) of a week.

Divide the series gross box office potential (or, if the series is a subscription series, divide the series net box office potential), by the total number of performance weeks in the series and compare to the table as specified in Clause 15:01 of the current ITA Fee Booklet to establish Company Category.

**(C) Special Circumstances**

- (i) The Theatre offers one (1) or more productions outside the series; and/or
- (ii) One (1) or more productions in the series is at a different venue; and/or
- (iii) One (1) or more productions in the series has different ticket prices from the majority of the productions to be given in the series.

Please contact Equity for clarification of the calculation.

**15:03 Supporting Documentation**

A Theatre with subscription sales must support its figures with detailed box office statements.

If requested, the Theatre shall also submit to Equity copies of its detailed calculations for the season's box office potential.

The Theatre shall also submit to Equity copies of its season brochure or similar documentation showing its regular ticket prices for its season or production.

No Theatre may change in Company Category as a result of Article 15:00 without the prior written consent of Equity, which shall not be unreasonably withheld.

**15:04 Multiple Venues**

**(A) Point of Origin**

Where a Theatre occupies more than one (1) performance venue in its Point of Origin, the Company Category applicable to a production presented exclusively in a particular performance venue shall be determined by the potential weekly box office gross of that venue.

**(B) Differing Categories**

When a Theatre occupies more than one (1) venue with differing Categories, any Artist engaged for more than one (1) venue shall be paid at no less than the minimum fee applicable for the venue possessing the highest Company Category for the duration of their engagement at each venue, unless the Artist is engaged under a separate contract for their engagement at each venue.

**15:05 Company Category for a Touring Production**

The Company Category for a production that tours to a venue, or multiple venues, outside the Theatre's point-of-origin shall be calculated in one of the following ways, excluding productions engaged under the provisions of Article 55:00.

Please note: For Engagement Weeks in which fewer than five (5) performances are given, each such performance is counted as one-eighth (1/8) of a week.

**(A) Box Office Method**

In circumstances where the Theatre receives box office revenue and box office statements, the Theatre shall calculate the total box office potential for the total number of performance weeks and divide the total amount of potential box office revenue by the number of performance weeks. For the purposes of this calculation, a performance week is any Engagement Week in which five (5) or more public performances are presented. In the circumstances where the touring company's production is part of a subscription series, the gross potential box office calculation for that part of the tour would be discounted by the pro-rated amount of the host venue's subscription discount from the last comparable series.

**(B) Guaranteed Fees Method**

To determine the applicable company category for touring productions which receive guaranteed fees using the guaranteed fees method, the Theatre shall divide the total guaranteed fees provided to them by all the presenting venues on the tour by the number of performance weeks. For the purposes of this calculation, performance weeks shall be calculated as in Clause 15:02(B). The Theatre is required to verify guaranteed fee amounts to Equity, by providing the appropriate page of the presenting contract indicating the total guaranteed fee from that presenter.

### **(C) Mixed Method**

To determine the applicable company category for touring productions using this method – in which the Theatre receives a guaranteed fee, as well as a percentage of the Box Office from the presenter – the Theatre shall calculate their percentage take of the box office potential for the total number of performance weeks, add their guaranteed fees revenue for the total number of performance weeks, and divide the total combined potential revenue by the number of performance weeks. In the circumstances where the touring company's production is part of a subscription series, the gross potential box office calculation for that part of the tour would be discounted by the pro-rated amount of the host venue's subscription discount from the last comparable series. The Theatre is required to verify guaranteed fee and box office percentage amounts to Equity, by providing the appropriate page of the presenting contract indicating the total guaranteed fee and box office percentage from that presenter.

Stage Management staffing requirements may remain consistent with the initial run of the production unless the new venue conditions dictate otherwise.

### **15:06 Transfer**

Should the box office potential at the new venue after a Transfer result in a different Company Category in accordance with Clause 15:02, the minimum fee for Artists engaged for the transfer will be adjusted accordingly.

## **16:00 FEES**

### **16:01 Legal Tender**

In Canada, all payments required to be made by the Theatre to the Artist shall be in legal tender of Canada. All minimum rates of compensation set forth in the ITA, all other rates of compensation set forth in the ITA, and all other rates of compensation set forth in every individual contract between the Theatre and the Artist, must be paid in legal tender of Canada.

### **16:02 At the Point of Origin**

#### **(A) Payment by Cheque or Cash**

Payments of fees, etc., at the Point of Origin may be made by company cheque, except that Equity has the right to require payment by cash or certified cheque where security arrangements as required by Article 33:00 have expired, or are insufficient to cover the Theatre's outstanding liabilities in addition to the requirements of Article 33:00, or where there have been problems with payments to Artists.

#### **(B) Payment by Direct Deposit**

The Theatre may offer the choice of payment of fees, etc. at the Point of Origin by direct deposit. The options available to the Artist must be stated in a rider to the Artist's ITA Engagement Contract. The Artist, on reasonable notice, has the right to revert to payment by cheque in accordance with Clause 16:02(A) at any time at their sole discretion. Should the Artist elect payment by direct deposit under these provisions, the Theatre must provide an itemization of payments and deductions in accordance with Clause 16:06.

### **16:03 On Tour**

The Theatre will advise Equity of its pay arrangements on tour. In any case, the per diem shall be paid at least one (1) week in advance of the week for which it is applicable.

### **16:04 Time of Payment**

#### **(A) Payment by Cheque or Cash**

Payment by company cheque must be delivered or made available to the Artists no later than 8:00 p.m. each Thursday. If Friday is a bank holiday, company cheques, cashable on Thursday, must be made available to the Artists no later than 8:00 p.m. on Wednesday.

**(B) Payment by Direct Deposit**

Payments made by direct deposit must be deposited into the Artist's bank account by the start of banking each Friday. If Friday is a bank holiday, the deposit must be made by the start of banking on Thursday.

**16:05 Harmonized Sales Tax (HST) or Goods and Services Taxes (GST)**

In addition to the payments required by the ITA, HST or GST (where applicable) shall be paid to registered Artists.

**16:06 Itemized Deductions and Payments**

The Artist shall be provided with an itemized statement of their Contractual Fee, outlining all deductions made from the Artist's fee as well as any additional services payments, GST/HST if applicable, and any other amounts, with their contractual payment. In the case of payment by direct deposit, the Theatre shall provide the itemized statement no later than 8:00 p.m. on the day of payment. If Friday is a bank holiday, the Theatre shall provide the itemized statement no later than 8:00 p.m. on Wednesday.

**16:07 Agency Commissions**

In no event shall agency commissions be a permitted deduction from the Artist's Contractual Fee. The Artist shall be directly responsible for the payment of such commissions.

**16:08 Additional Services Reports**

The Artist will submit an invoice to the Theatre for any Additional Services within one (1) week of the additional services being rendered. Upon receipt of the invoice, the Theatre will pay the Artist's Additional Services invoice on the next regularly scheduled pay day.

For the purpose of ensuring the Theatre receives accurate invoices from Equity and ascertaining whether there is a discrepancy between the amount invoiced and the amount paid to the Artist by the Theatre, the Theatre agrees, upon request, to provide a detailed breakdown of its payment to the Artist and/or Equity.

Additional services fees not disputed by the Theatre and in arrears of more than one (1) month are subject to a one (1%) percent late charge per month.

**16:09 Unpaid Fees**

When Equity or an Artist claims that fees, including additional services fees, remittances to Equity (see Clause 16:15), goods and services taxes and transportation costs of the Artist to the Point of Origin and return, have not been paid, or have only partially been paid when due, Equity shall have the right to require the Theatre to immediately pay, on behalf of the Artist, such sums as are claimed to be outstanding.

Should the Theatre dispute such claim(s) it shall have recourse to the arbitration procedures of the ITA. Where the Theatre does not pay the outstanding sums claimed by Equity for non-payment or partial payment as outlined above, the Artist shall have the right to terminate immediately their contract with the Theatre, Equity consenting. However, upon application by the Theatre, Equity may grant a grace period not to exceed seven (7) days. Equity shall have an alternative right to pay to the Artist their Contractual Fee or other monies owing to them out of any security deposited by the Theatre. The Theatre agrees to replenish the security deposit upon receipt of a request from Equity. Should it finally be determined that the Theatre was not liable for payments claimed by Equity or monies paid to the Artist from the security deposit, then Equity shall be liable for the repayment of such monies to the Theatre on behalf of its members.

## **16:10 Partial Week of Engagement**

The Theatre may engage the Artist for less than a full Engagement Week at the beginning and/or the end of the engagement period on the following terms:

### **(A) Consecutive**

Such period must be consecutive except as provided for elsewhere in this Agreement.

### **(B) No Hiatus**

Such period must immediately precede or follow a full Engagement Week with no hiatus in between except as provided for elsewhere in this Agreement.

### **(C) Payment for Pro-rated Days**

Payment for each such pro-rated day, including the Free Day, must be not less than one-sixth (1/6) of the Artist's Contractual Fee per day.

### **(D) Insurance Top Up**

For every day not worked in an Engagement Week an additional fee per day as specified in the current ITA Fee Booklet for the applicable Company Category to a maximum of five (5) such days shall be paid to the Artist. For the purposes of this Clause a week shall be considered to be six (6) days.

A full weekly insurance premium shall be deducted from the Artist by the Theatre and remitted to Equity for all partial weeks of engagement.

### **(E) Rider**

All pro-rated days must be specified in a rider to the Artist's ITA Engagement Contract.

### **(F) Number of Pro-rated Days**

The Artist may be engaged for any number of days in the first week and/or last week of the engagement.

### **(G) Inclusion of Free day**

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

### **(H) Failure of the Artist to Rehearse**

Should the Artist fail to rehearse at the beginning of the engagement through no fault of the Theatre, then said Artist's fee may also be pro-rated as above.

## **16:11 Supplementary**

### **(A) Additional Duties**

The Artist will not perform any additional duties that are not specified in their contract unless they negotiate additional compensation to their satisfaction which shall not be less than as specified in the current ITA Fee Booklet. Such additional duties and compensation shall be specified in a rider and attached to their contract and shall constitute part of the Artist's Contractual Fee subject to Clause 3:03. Additional duties include, but are not limited to playing additional parts or undertaking additional Understudy assignments not specified in the Artist's contract at the time of its signing. An additional duty fee shall be negotiated per Role added to the Artist's performing or understudy assignment(s), and shall apply to the Artist's engagement for the duration of that production.

Notwithstanding the provisions of Clause 40:03, the negotiated additional compensation for an additional duty not related to a performing or Understudy assignment shall only apply for the stipulated duration of the additional duty.

**(B) Additional Engagement**

Where the Theatre offers the Artist engaged for a single production, a subsequent engagement which requires the Artist to rehearse for the subsequent engagement whilst performing in the single production, the Artist shall have the right to negotiate compensation for such an additional engagement to their satisfaction. All such arrangements shall be contained in a rider to be attached to the contract and signed by both the Theatre and the Artist with copies sent to Equity.

**(C) Concurrent Engagement Contracts**

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

**16:12 Term of Agreement**

**(A) Current**

Minimum fees and other monetary amounts for 2024-2027 as expressed in the current ITA Fee Booklet herein shall apply from June 24, 2024 to June 20, 2027; for 2024-2025, from June 24, 2024 to June 22, 2025; for 2025-2026, from June 23, 2025 to June 21, 2026 and for 2026-2027 from June 22, 2026 to June 20, 2027.

**(B) Contracts Spanning Two Fee Schedules**

Where the term of an individual ITA Engagement Contract extends into or spans the next fee schedule, as detailed in Clause 16:12, the Artist's ITA Engagement Contract must bear a rider stating that the Artist has notice and details of any change in the minimum fees, as set forth in Clauses 16:13, 39:06, 39:07(B), 39:08, 39:09, 39:10(B), 39:11, 49:03(B)(i), 49:03(B)(ii), 54:05, 54:16, 55:02, 55:29, 56:02, 57:02, 58:25, 58:26, 58:28, 58:30, 58:37, 60:01, 61:04, 62:04, 63:07 and 64:03.

**(C) Contracts Beyond the Current ITA**

Where the term of an individual ITA Engagement Contract extends beyond the end of the current ITA, such individual contract shall remain in force until completed or terminated according to the provisions of the ITA. Any individual ITA Engagement Contract which begins after the expiry of the ITA shall be considered null and void, unless a new Agreement is in place, or Equity has extended the ITA. When a new Agreement is in place, all individual ITA Engagement Contracts shall be subject to the terms and conditions of the new Agreement as of the date when the new Agreement comes into effect.

**16:13 Actor Point of Origin Minimum Fees**

A+ rates shall apply to Company Category A companies operating in municipalities with a resident population in excess of two million and two hundred thousand (2,200,000) and in theatres with more than eight hundred and seventy-four (874) seats.

The Point of Origin minimum weekly fees for 2024-2025, 2025-2026, and 2026-2027 shall be as specified in the current ITA Fee Booklet.

**16:14 Production Registration**

The Theatre will, no later than fifteen (15) business days prior to the first date of engagement for a production, supply Equity with a list of all Artists contracted for the production, each Artist's Contractual Fee and dates of engagement. The information provided on the production registration must be the most up to date and accurate information available at the time of filing. In the event that there are changes in the participants engaged for the production, Contractual Fees, or engagement dates the Theatre will be required to file another production registration with the amendments reflecting the changes.

#### **16:15 Remittances**

Every second Thursday after the commencement of work by the first Artist on any production, is designated as the remittance date. The Theatre will remit to Equity a cheque for those amounts deducted from the Artist's fees in accordance with Clause 3:03.

The remittance shall include a list of all Artists contracted for the production and each Artist's Contractual Fee. Additionally, the information provided by the Theatre 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 Theatre's remittances with the documentation previously provided by the Theatre, the Theatre, upon request from Equity shall submit any supporting documentation.

Remittances which do not reach the Equity office by the second Thursday following the remittance date will be assessed a two (2%) percent interest charge, compounded monthly. Equity will send to the Theatre a monthly statement of outstanding balances.

#### **16:16 Additional Services Fees**

For services not anticipated at the time of negotiation, or in excess of the limits in the ITA, the parties have agreed to the additional fees set out in Schedule "A" in the current ITA Fee Booklet. Except as otherwise specified in this Agreement, the applicable rate for additional services shall be that specified on line one (1) of Schedule "A" in the current ITA Fee Booklet.

Except for as provided for elsewhere in the ITA, additional services are to be provided only at the request of the Theatre or the Theatre's designated representative and must be detailed in a rider to the Artist's ITA engagement contract. All additional services fees are subject to standard Equity deductions unless otherwise exempted in this Agreement.

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

The Artist shall not be required to rehearse and/or perform during the overnight rest period defined in Clause 18:38. Rehearsal and/or performance during the overnight rest period specified in Clauses 24:03(D) and 24:05(A) may only take place with the consent of the Artist. If the Artist agrees to rehearse or perform or otherwise provide any additional services during the overnight rest period, the Artist shall invoice the Theatre at the rate stipulated on line three (3) of Schedule "A" in the current ITA Fee Booklet.

### **17:00 CONTINGENT COMPENSATION ON WEEKLY GROSS - NET RECEIPTS AND/OR PROFITS**

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

### **18:00 DEFINITIONS**

The following terms, wherever used in the ITA unless otherwise provided, shall be defined as follows:

#### **18:01 Access and Accommodations**

Access refers to the ability of individuals from Underrepresented Groups to obtain and enjoy resources, services, and opportunities on an equal basis with others. This includes eliminating barriers and ensuring that all individuals have the same opportunities to participate and succeed.

Accommodations involves making adjustments to environments, practices, and policies to ensure that individuals from Underrepresented Groups can fully engage and benefit from resources and opportunities. Accommodation may include providing additional support, modifying practices, and creating and maintaining inclusive spaces to promote equal access and participation.

**18:02 Actor**

The term "Actor" shall refer to and include all Artists signed to ITA Engagement Contracts, as Performers, including but not limited to Principals, Ensemble, Extras, Singers, Dancers, Mimes and Narrators.

**18:03 Artist**

The term "Artist" shall refer to and include all persons who are engaged by the Theatre under ITA Engagement Contracts including: Actors and other Performers; Production Stage Managers; Stage Managers; Assistant Stage Managers; Directors; Assistant Directors; Fight Directors; Intimacy Directors; Choreographers; Assistant Choreographers; Dance Captains; Fight Captains; Intimacy Captains.

**18:04 Assistant Choreographer**

An "Assistant Choreographer" is the person engaged to assist the Choreographer in matters related to the choreography of the production.

**18:05 Assistant Director**

An "Assistant Director" is the person engaged to assist the Director in matters related to the direction of the production.

**18:06 Assistant Stage Manager**

"Assistant Stage Managers" shall work under the direction of the Production Stage Manager or Stage Manager, assisting in the stage management of productions in rehearsal and performance.

**18:07 Basic Dues**

"Basic Dues" refers to annual dues Equity members pay to be in good standing as a member of Canadian Actors' Equity Association. Basic Dues are set by Equity and shall be paid by the member to Equity.

**18:08 Bit Cover**

A "Bit Cover" is the performance of an Ensemble role, or part of an Ensemble role, which appears in one (1) or two (2) scenes in a performance. A Bit Cover may involve lines in up to a total of eight (8) exchanges with other characters, or a monologue of not more than one (1) minute, and appear in a scene in which the Artist would not otherwise appear as part of their Role in that performance.

**18:09 Child Supervisor**

A "Child Supervisor" is a competent person who is at least eighteen years of age who has undergone a Police Record Check or the provincial equivalent; engaged by the Theatre for the purpose of care and supervision of the child performer(s); with an adequate knowledge (or training by the Theatre) of backstage etiquette, the Theatre's policies and procedures, and the facilities available for the child performer(s); and who is not an Artist otherwise engaged in another capacity on the production.

**18:10 Children**

A "Child" is a person aged fifteen (15) or younger.

**18:11 Children's Chorus**

A "Children's Chorus" is a group of children in a production who appear as part of an Ensemble.

**18:12 Choreographer**

A "Choreographer" is an Artist engaged for the purpose of devising and setting recognizable and accepted techniques of dance and repeated specialized movement in a play or musical.

**18:13 Contractual Fee**

The "Contractual Fee" comprises the fee negotiated between the Artist and Theatre for an engagement (which shall not be less than the applicable minimum fee) specified on the face of the contract and all benefits arising from the ITA, as well as Additional Duty Fees and any other amounts so defined.

For the purpose of Clauses 35:02(D), 35:02(E), 35:03(C), and 58:16(B) only, "Contractual Fee" shall be limited to the fee specified on the face of the contract.

**(A) Weekly Amount**

For an engagement as an Actor, Extra, Production Stage Manager, Stage Manager, and Assistant Stage Manager, the Contractual Fee shall be defined as a "Weekly Amount".

**(B) Total Fee**

For an engagement as a Director or Choreographer, the Contractual Fee shall be defined as the "Total Fee" the Artist receives for their services completed at the end of the day of the official opening, unless specified otherwise.

**(C) Workshops and Readings**

In the case of "Workshops and Readings" where the Artist is not engaged at a weekly rate, the Contractual Fee shall be defined as the amount specified on the face of the contract as the Total Fee. Otherwise, the Contractual Fee shall be defined as the weekly fee negotiated between the Artist and the Theatre.

**18:14 Contractual Payment**

The "Contractual Payment" is the instrument (cheque, cash, etc.) with which an Artist is paid the net amount of their Contractual Fee delivered in accordance with Clauses 16:13, 39:06, 39:07, 39:08, 39:09, 39:10, 39:11, 54:05, 54:16, 55:02, 55:29, 56:02, 57:02, 58:25, 58:26, 58:28, 60:01, 61:04, 62:04, 63:07 and 64:03 as applicable.

**18:15 Cover**

"Cover" shall mean to understudy.

**18:16 Dance Captain**

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

**18:17 D/deaf and/or Disabled**

D/deaf includes but is not limited to individuals who are culturally Deaf or deaf, hard of hearing, or experiencing hearing loss. Disabled includes but is not limited to individuals who are blind, partially sighted, or deafblind, and/or individuals with chronic illnesses, learning disabilities, mental health conditions, neurodiversity, physical disabilities, and sensory impairments. Disabilities or impairments may be long-term, temporary or fluctuating, can be multiple, and may or may not be apparent or have diagnosis.

D/deaf and/or Disabled Artists may experience discrimination and disadvantage as a direct result of an impairment, and/or due to social, policy, or environmental barriers.

Definitions intended to represent groups and/or communities of individuals referenced in the ITA are not exhaustive and may change as terminology and the world evolves. For a more complete and current list of definitions, please refer to the Article 10 Library of Resources.

**18:18 Director**

A "Director" is an Artist who has been engaged by the Theatre to oversee the mounting of a production (or activity) by unifying the various aspects of the production.

**18:19 Emergency Rehearsal**

An "Emergency Rehearsal" shall mean a rehearsal necessitated by the inability of an Artist to perform their full duties due to sickness or injury or other cause, when the Theatre did not have adequate prior knowledge of the emergency in order to schedule a regular replacement rehearsal.

**18:20 Engagement Week**

An "Engagement Week" shall be defined as being from Monday through Sunday inclusive.

**18:21 Ensemble**

A member of the "Ensemble" is an Actor who appears in a dramatic play or musical production as part of a singing or dancing group or Ensemble, and whose part is essentially that of a member of such group or Ensemble, and is in no way individual in its character.

Notwithstanding the definition of Ensemble any member of such group or Ensemble may speak a few lines, sing solo, do a dance routine alone, or portray a character known by a special name, provided that such solo work is only incidental to the group or Ensemble work and further provided that the part does not call for a performance substantially different from the performances given by the others of the group or Ensemble.

**18:22 Extraordinary Risks**

"Extraordinary Risks" are defined as the performance of acrobatic feats; suspension from trapezes, wires, or like contrivances; the use of or exposure to weapons, fire, dangerous chemicals, or pyrotechnical devices; stage fighting; the taking of dangerous leaps, falls, throws, catches, knee drops or slides; the handling of unusual live animals (including birds, fish, reptiles); work on a rake where the incline is greater than one (1) in twelve (12) inches; work on a raked stage for a performance run in excess of thirteen (13) weeks. 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, cultural, or jazz) is also defined as an Extraordinary Risk.

Prior to the first day of the engagement, the determination as to what may constitute Extraordinary Risk(s) shall be made by Equity in consultation with the Theatre. (See Clause 38:14, Absence Due to Accidents Involving Extraordinary Risk; and Clause 28:21).

Beginning the first day of the engagement, the determination as to what may constitute Extraordinary Risk(s) shall be agreed to between the Artist(s) involved in the action(s) and the Theatre, in consultation with the Stage Manager.

**18:23 Extras**

An "Extra" is an Actor engaged to provide atmosphere and background in a production.

Notwithstanding the definition above an Extra may speak in omnes (in unison) and play one-line parts. An Extra may not perform as an Ensemble Dancer or Ensemble Singer. However, an Extra may perform in limited song and dance sequences and go on tour with prior written approval of Equity.

**18:24 Fight Captain**

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

**18:25 Fight Director**

A "Fight Director" is the person engaged for the purpose of choreographing a fight sequence(s) in a production. A Fight Director must have valid certification at the time of contracting for the production.

**18:26 First Public Performance**

"First Public Performance" shall be considered the first performance to which the public is admitted, except by invitation only.

**18:27 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 Theatre whatsoever. The start and end times for the Free Day are articulated in Clause 23:01 (D) of this Agreement.

**18:28 Half-Hour Call**

A "Half-Hour Call" is a period of time immediately prior to the beginning of the performance to be used solely for the Actor to prepare themselves for the performance.

**18:29 Harassment**

"Harassment" is 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 or offensive.

**18:30 Intimacy**

"Intimacy" may include but is not limited to: prolonged kissing, heavy petting, implied genital contact, acts of a sexual nature, physical contact between a minor and an adult as determined in consultation with the parent/legal guardian, instances or direction where an Actor feels that additional consideration is required, and may also be an element in certain scenes of violence.

**18:31 Intimacy Captain**

An "Intimacy Captain" is an Artist engaged to monitor scenes and/or moments of Intimacy for the duration of the production, for the intention of maintaining the specificity of movement, the artistic integrity of the scene, and to be a possible advocate for each Actor(s) involved in cases where there are further concerns.

**18:32 Intimacy Director**

An "Intimacy Director" is the person engaged for the purpose of choreographing a scene(s) and/or moment(s) of Intimacy in a production.

**18:33 Joint Production**

A "Joint Production" is two (2), three (3) or four (4) theatres in more than one (1) location presenting the same production with the same cast and using the same set in their respective points of origin, except that the third and fourth Point of Origin locations shall be considered to be on tour for purposes of fees (Clauses 16:13, 49:03(B)(i), and 49:03(B)(ii) shall apply).

**18:34 Liaison**

A "Liaison" is an Equity member who is elected to serve as a link between Equity and all other Artists engaged on an ITA contract for the term of the production. The Liaison may speak to Equity and/or the Theatre on behalf of the Artists regarding issues such as ITA terms and conditions, health and safety concerns and respectful workplace practices.

**18:35 Minimum Fee**

A "Minimum Fee" is the minimum rate of compensation for which an Artist may be engaged by the Theatre. (See Clauses 16:13, 39:06, 39:07, 39:08, 39:09, 39:10, 39:11, 54:05, 55:02, 55:29, 57:02, 58:26, 58:28, 58:30, 58:37, 60:01, 61:04, 62:04, and 63:07)

**18:36 Musical Theatre Production**

A "Musical Theatre Production" is a production which incorporates song and dance, or, song or dance with importance equal to the spoken word.

**18:37 Opening**

"Opening" (or a variation thereof such as Open, or Opens, or Opened) refers to a singular performance, selected by the Theatre, after which no further changes to the production can be made.

**18:38 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 Theatre except as provided for in touring - Article 49:00 and 55:00. See also Clauses 26:10 and 24:03(D).

**18:39 Past Practice Activities**

"Past Practice Activities" are defined as activities that previously occurred under Clause 2:04 or Appendix VII of the ITA. Past Practice Activities are activities that have previously occurred under different contracting arrangements than are required by, or provided for, in this agreement and will continue to be permitted under the same contracting arrangements as were previously used.

**18:40 Performance Day**

A "Performance Day" shall be a day on which at least one (1) performance is given. Rehearsal activities may occur on a Performance Day within the allowable provisions of this Agreement.

**18:41 Place of Residence**

The term "Place of Residence" shall mean the Artist's home or usual place of residence which shall be stipulated on the Artist's ITA Engagement Contract.

**18:42 Point of Origin**

A Theatre's "Point of Origin" shall be defined as the forty (40) kilometre radius from the Theatre's primary place of business address.

**18:43 Production Stage Manager**

A "Production Stage Manager" is responsible for and oversees the operation of the Stage Management department and provides support and assistance in maintaining the standards of the department as it relates to the Theatre. The Production Stage Manager may take on any of the duties and responsibilities of the Stage Manager(s) or Assistant Stage Manager(s) whom they oversee.

**18:44 Recordings Used for Future Opportunities**

"Recordings Used for Future Opportunities" are recordings of an of actual performance or rehearsal for the express purpose of demonstrating the nature of its work, and the work of the Artist(s), for promotion to potential sponsors, donors, funders, group booking agents, and potential performance presenters.

**18:45 Recording**

A "Recording" is the preservation of the audio and/or visual aspects of a theatrical production in whole or in part through the use of any and all devices now in existence and yet to be developed.

**18:46 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 the ITA.

**18:47 Rehearsals**

The term "Rehearsal" shall include, but not be limited to, such related activities as giving notes, blocking, music and dance rehearsals, the staging of concerted movements, read-throughs, and shall be regarded as rehearsal-time.

**(A) Run-Through Rehearsal**

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

**(B) Technical Rehearsal**

A "Technical Rehearsal" is defined as a rehearsal in which any three (3) of the following four (4) elements are all present or when all four (4) are present: lighting, sound, scenery (props), stage hands.

**(C) Technical Dress Rehearsal**

A "Technical Dress Rehearsal" is defined as a technical rehearsal during which costumes and/or makeup and wigs are used, and must not be attended by an audience, other than production and theatre staff and others specifically invited by the Theatre.

**(D) Costume Parades**

"Costume Parades" are calls where the Artist, wearing costumes to be worn in a production, is paraded before the Director and/or designers. These costume parades shall be deemed to be a rehearsal call.

**(E) Dress Rehearsal**

A "Dress Rehearsal" is defined as a complete rehearsal with the full company of Artists using full dress (including costumes, hair/wigs, makeup, etc.), and all technical elements with the intention to complete a non-stop run-through of the entire play or musical.

There shall be no paying audience and/or general public present at a dress rehearsal.

**(F) Replacement Rehearsal**

A "Replacement Rehearsal" is defined as a rehearsal necessitated by an Artist replacing another Artist.

**(G) Dance, Fight or Intimacy Call**

A "Dance, Fight or Intimacy Call" is defined as a rehearsal(s) immediately prior to the Half-Hour Call which is monitored by the applicable Captain, and where the Artists involved in dance, fight and/or intimacy rehearse choreography, timing, technique and reaffirm consent.

**18:48 Repertory**

A "Repertory" Theatre is a Theatre that engages Artists for a performance pattern consisting of a series of productions introduced at intervals throughout the season, some or all of which are maintained and repeated during the season.

**18:49 Resident Director**

A "Resident Director", an individual who is not the Director, is the person who may be engaged for the purpose of maintaining the Director's artistic intentions, and to rehearse understudies and replacement Actors, during the run of the production.

**18:50 Revival**

A "Revival" is defined as a production which, once closed, is remounted using the Stage Manager's copy of the prompt script and either of the following elements: the original set and costume designs and/or at least fifty (50%) percent of the speaking roles (five (5) lines or more) are played by Artists engaged for the previous production. A production is classified as a revival for a period of two (2) years from the previous production's first performance. Clause 38:22 applies to this Clause.

**18:51 Role**

The term "Role" shall mean the part or parts an Actor plays in a performance, or the "track" that an Artist follows in performance. The Artist may agree to participate in scene changes and/or supplemental business as part of their originally contracted Role.

**18:52 Sector 1**

A "Sector 1" Theatre shall be defined as any organization doing business as a not-for-profit corporation, association, partnership or proprietorship, engaged in the creation and production of theatre in Canada.

**18:53 Sector 2**

A "Sector 2" Theatre shall be defined as any organization doing business as a for-profit corporation, association, partnership or proprietorship, engaged in the creation and production of theatre in Canada.

**18:54 Single Production**

An Artist shall be deemed to be in a "Single Production" when the Artist has been engaged by the Theatre to rehearse and perform in only one (1) production.

**18:55 Single Set**

A "Single Set" is one where only props and/or set dressing may move on or off.

**18:56 Span of Day**

An Artist's "Span of Day" is the continuous length of time, including all breaks, that an Artist is allowed to work each day before Overnight Rest is required.

**18:57 Specialty Assignment**

A "Specialty Assignment" is an essential moment or effect which is integral to the plot and/or the Artistic integrity of the production. A Specialty Assignment includes the similar parts performed by multiple Artists which generally meet the following criteria: same scene, similar blocking, and do not involve a significant new skill. Any given Specialty Assignment may not involve appearing in more than three (3) scenes.

**18:58 Stage Fighting**

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

**18:59 Apprentice Stage Manager**

An "Apprentice Stage Manager" is a person who is seeking specific training in the theatre and who intends to make a career in the professional theatre as a stage manager. This person shall not be a member of any professional performing artists' association or union.

**18:60 Stage Manager**

"Stage Managers" shall work under the direction of the Production Stage Manager and/or the Director and be responsible for duties as outlined in Article 63:00.

**18:61 Standby**

A 'Standby' is a non-performing Artist who has been contracted for a production to understudy one or more roles or tracks, with fifty (50%) percent or more roles or tracks being principal tracks and the remainder Ensemble tracks up to a maximum of eight (8) tracks in total. The Artist shall not have a regular onstage or offstage role or track in the production.

**18:62 Stock**

A "Stock" Theatre is a Theatre that engages a company of Artists for a season to participate in a series of consecutive productions of different plays not in repertory with no lay-off or hiatus period between productions.

**18:63 Supplemental Business**

"Supplemental Business" is a non-essential (not necessary to the continuity of the plot) moment or bit which does not involve specific lines or dialogue and could be cut from a production but is kept for artistic reasons. Supplemental Business may also include the movement of a prop or set piece which is otherwise part of another Role that has been cut from the performance, and which does not result in a significant change to the Artist's blocking or in the Artist performing in a scene in which they would not otherwise appear as part of their Role.

**18:64 Swing**

A "Swing" is a non-performing Artist who has been contracted for a production to cover more than one (1) role or track with the majority of roles being Ensemble or chorus tracks. Notwithstanding the above the Artist may provide atmosphere and background in the production provided the actions can be cut without replacement. They may speak in unison or have unscripted lines and perform limited song and dance sequences in a crowd scene but may not move a prop or set piece outside of understudy tracks. Additionally, a Swing may be required to sing offstage. An Artist who has been contracted as a Swing may be contracted to understudy up to ten (10) Roles or tracks per production with no more than four (4) principal tracks, to a maximum of fourteen (14) Roles per engagement.

**18:65 Theatre**

The term "Theatre" shall mean the entity with which the Artist negotiates the ITA Engagement Contract for services rendered.

**18:66 Touring**

**(A) Local (Not Overnight) Run-Outs**

A "Run-Out" is any circumstance where the Artist leaves from, and returns to, the Theatre's Point of Origin on the same day for the purpose of rehearsing or performing, and where no housing is required.

**(B) Overnight**

Whenever the Artist, while engaged by the Theatre, is required by the Theatre for any reason to be away from the Point of Origin for ten (10) or more consecutive hours, the Artist shall be considered to be on an "Overnight" tour.

**18:67 Transfer**

A "Transfer" is defined as a production which is remounted by the Theatre in a different venue in the same Point of Origin at any time within a period of eight (8) weeks from the final performance of the run of performances in the first venue, using the Stage Manager's copy of the prompt script, fifty (50%) percent of the Artists engaged for the original production, and/or all of the original design elements.

The Theatre may contract an Artist under a single ITA Engagement Contract for both venues, or if a transfer is unanticipated at the time of contracting the Theatre may add a rider to the existing ITA Engagement Contract providing for the transfer.

**18:68 Underrepresented Groups**

Underrepresented Groups denotes identities and/or communities underrepresented in the theatre ecology, or significant subsectors within it. This term may include but is not limited to Indigenous, Black, People of Colour; D/deaf and/or Disabled (see 18:18), Gender, LGBTQ2S+, Neurodiverse, and other intersections of identities.

It is acknowledged that terminology is continually evolving and that other terms may be in use or familiar (for example: BIPOC, ethnic or visible minority, equity-priority, global majority, marginalized, oppressed, racialized, underserved, etc.). It is further acknowledged that identities are not always visible and that these groups are not mutually exclusive; the intersectional nature of social identity means individuals may identify as belonging to more than one group, resulting in layers of discrimination or oppression.

Underrepresented Groups is an umbrella term intended to be broadly interpreted for a diverse spectrum of peoples who have experienced varying degrees of disadvantage and barriers to full and equitable participation in the industry.

**18:69 Performing Understudy**

A "Performing Understudy" is an Artist who regularly performs their own role or track in the production and is contracted for a production to learn the role or track of another Artist, and perform it when such Artist is unable to perform. .

**18:70 Understudy**

The term "Understudy" shall include Performing Understudy, Standby, Swing and Walking Cover.

**18:71 Walking Cover**

A "Walking Cover" is an Artist who has been contracted for a Non-Musical production to cover up to four roles or tracks. The Artist shall not have a regular onstage or offstage role or track in the production.

**18:72 Working Dues**

"Working Dues" refers to a percentage of the Equity member's earnings while on contract. Working Dues are in effect only for the duration of an engagement contract. Such percentage is set by Equity and deducted by the Theatre to be remitted to Equity.

## **19:00 POINT OF ORIGIN**

### **19:01 Theatre's Point of Origin**

Once designated, the Point of Origin shall remain the same for the life of the Theatre, but the Theatre has the right at the close of a season to move its headquarters.

Where the Theatre moves its headquarters, it shall file notice of change of Point of Origin with Equity.

### **19:02 Change of Point of Origin**

Notwithstanding Clause 19:01, there may be the following exceptions:

#### **(A) Change of Point of Origin for Rehearsals**

A major centre other than the Point of Origin may be designated as a Point of Origin for rehearsals only, and only when such an arrangement accommodates at least sixty (60%) percent of the Artists in the company by allowing them to remain in their places of residence during said rehearsals.

For those Artists for whom the major centre in question is not their place of residence, the nature and cost of housing shall be guaranteed in a rider to the Artist's contract, and the Theatre agrees to pay any costs of housing which exceed said guaranteed costs.

Travel insurance will be placed in accordance with Clause 49:08 when the Artists are required to travel between the two (2) points of origin.

#### **(B) Change of Point of Origin for Rehearsals and Performances**

A major centre, other than the Point of Origin, may be designated as the Point of Origin for the rehearsals and performances of a production and only when such an arrangement accommodates at least sixty (60%) percent of the Artists in the company by allowing them to remain in their place of residence during said rehearsals and performances. In such a circumstance, if such a production is moved from said major centre, even if it is moved to the Theatre's regular Point of Origin, it shall be considered as a production on tour, and the per diem provided for in Clauses 49:03(B)(i) and 49:03(B)(ii) shall also apply. For those Artists for whom the major centre in question is not their place of residence, the nature and cost of housing shall be guaranteed in a rider to the Artist's contract and the Theatre agrees to pay any costs of housing which exceed said guaranteed costs.

Furthermore, a production mounted under the provisions of this Article is subject to Clause 38:22.

#### **(C) Applicable Conditions**

While rehearsing in, or performing at, the designated Point of Origin, in-town conditions shall apply; while rehearsing in, or performing at, any other location, touring conditions shall apply.

## **20:00 DUTIES OF THE ACTOR**

The Actor agrees to be prompt and punctual at rehearsals, costume calls/fittings, and to attend all rehearsals as required; to appear at the theatre no later than the Half-Hour Call; to pay strict regard to stage makeup and stage dress; to perform their services as reasonably directed, and to conform to the language of the script to the best of their ability; under the instruction of the Stage Manager, to maintain the original intent of the Director throughout the run of the show (see Clause 63:13(J)); to learn their lines within the time period set by the Director, but, in any case, at the very latest by the first dress rehearsal; to properly care for their costumes and props; to use, when required by the Theatre, safe electronic equipment, and to respect the physical property of the production and Theatre.

If the Theatre feels that serious infractions of this Article have occurred, an Equity member may be subject to disciplinary proceedings, in accordance with the Constitution and Bylaws of Equity, or termination of contract by the Theatre. See also Article 5:00, Responsibility of the Artist.

## **21:00 CHILDREN'S CHORUS**

### **21:01 Children's Chorus**

A Children's Chorus shall be composed of six (6) or more children for a non-musical production or ten (10) or more children for a musical production. No child in a Children's Chorus shall be over the age of fifteen (15). These children shall appear as a part of an Ensemble where their role is essentially that of a member of the Ensemble and is in no way individual in its character or necessary to the continuity of the plot. Persons in a Children's Chorus may speak a few lines, sing or do a dance routine.

### **21:02 Contracting**

The Theatre shall submit a list of Children in the Children's Chorus with the Production Registration. This list shall include the Child's affiliations if any and age.

#### **(A) Non-Members**

Non-members engaged as a Children's Chorus shall not be required to be engaged under ITA Engagement Contracts.

#### **(B) Members**

Equity members engaged as a Children's Chorus shall be signed to an insurance-only form of contract.

## **22:00 NON-MEMBERS**

### **22:01 Non-Members**

#### **(A) Requirement for an ITA Engagement Contract**

Except where provided for elsewhere in the ITA, all non-members of Equity shall be signed to ITA Engagement Contracts. A non-member may sign an unlimited number of ITA Engagement contracts and either voluntarily join Equity, or remain a non-member.

Members of other Unions or Associations:

Individuals who are not members of Equity, but who are members of ACTRA, Union des Artistes (hereinafter called UDA), or any other performing artists' association or union, shall be signed to ITA Engagement Contracts.

#### **(B) Requirement to Remit Filing Fees**

Where a non-member is engaged under an ITA Engagement Contract, the Theatre shall deduct and remit to Equity the amounts as set out in 3:02(B).

#### **(C) Membership Information**

A Theatre will provide information supplied by Equity, which outlines the full benefits of being a member of Equity, to non-members.

### **22:02 Touring Into the USA**

A non-member engaged under an ITA Engagement Contract, that includes touring into the USA, shall be offered a limited membership in Equity that will extend for the duration of the ITA Engagement Contract.

## **23:00 FREE DAY**

### **23:01 Free Day**

There shall be at least one (1) Free Day during each Engagement Week. A Free Day must occur within the Engagement Week of which it is a part. Once a Free Day has been designated, it may be changed only upon giving the Artist at least seven (7) days' notice of such change. In the case of the five (5) day work week (see Clause 24:04(D)), the additional Free Day shall be designated by the Theatre with a minimum of twenty-four (24) hours' notice.

#### **(A) Notice**

A company notice posted on the call board prior to the end of rehearsals, or by the Half-Hour Call for the evening performance on the eighth day prior to the originally scheduled Free Day, will serve as written notice to the Artist. Should the Theatre fail to provide proper notice of a change in the Free Day, the Artist shall invoice the Theatre at the rate stipulated on line one (1) of Schedule "A" in the current ITA Fee Booklet for services provided on the originally scheduled Free Day.

#### **(B) Scheduling**

- (i) Free Days shall have no more than nine (9) working days between them. The first working day is day one (1) of the nine (9) working days allowed. This option shall not be applied consecutively; and
- (ii) There must always be a Free Day within six (6) days prior to the day of the first public performance of a production.

Once in each production, the Theatre may schedule one (1) Free Day which need not occur within the Engagement Week to which it applies, provided that it is scheduled in the prior or subsequent week in addition to the regular Free Day in that week.

#### **(C) December 25**

In addition to the regular Free Day, as stipulated above, December 25 shall be free of rehearsals. There shall be no rehearsals after 6:00 p.m. on December 24.

#### **(D) Duration**

In the Point of Origin, the period of time shall commence at 12:00 midnight and end at 9:00 a.m. the following day. If the performance immediately prior to a Free Day runs beyond 12:00 midnight, the Artist may not be called during the subsequent thirty-three (33) hours after the final curtain in the Point of Origin; or the subsequent thirty-two (32) hours after the final curtain outside the Point of Origin.

## **24:00 REHEARSAL CONDITIONS**

Note: All rehearsal provisions apply to the individual Artist.

### **24:01 First Rehearsal Day Health and Safety Postings**

The Theatre shall provide to each Artist and/or post the Theatre's harassment policy, emergency procedure policy and its scent awareness information no later than the first rehearsal day of a production.

### **24:02 Access During the First Rehearsal Week**

At Equity's request, the Theatre shall schedule fifteen (15) minutes during the first rehearsal week for an Equity and Theatre representative to provide an information session.

### **24:03 Standard**

#### **(A) Beginning**

Rehearsals begin on the date specified on the face of the Artist's ITA Engagement Contract.

#### **(B) Continuous**

Rehearsals shall be continuous from the beginning of rehearsals to the date of the first public performance as stated on the face of the Artist's ITA Engagement Contract. After that date they need not be continuous.

**(C) Breaks**

The length of breaks in a rehearsal day must total at least five (5) minutes for each hour of rehearsal.

**(D) Overnight Rest**

During the rehearsal period there must be twelve (12) hours clear between the end of one day's rehearsal (or performance if that is later) and the call to work on the next day.

The company in consultation with Equity may decide by secret ballot to agree to reduce this period by one (1) hour for an individual production. Should the Artist consent to provide additional services during this period at the request of the Theatre, the Artist shall invoice the Theatre at the rate stipulated on line three (3) of Schedule "A" in the current ITA Fee Booklet.

**(E) Free Day**

Free Days are provided for in Clause 23:01. Also, there must always be a Free Day within six (6) days prior to the day of the first public performance of a production.

**(F) Posting of Calls**

The rehearsal call for the next day must be provided to an Artist not less than eleven (11) hours prior to the next call.

If an Artist has been dismissed before the end of the rehearsal day, it is their responsibility to find out when their next call will be.

**(G) Calls on the Free Day**

For any rehearsal called on a scheduled Free Day, the Artist shall invoice the Theatre at the rate stipulated on line five (5) of Schedule "A" in the current ITA Fee Booklet. The minimum call for rehearsal on a Free Day shall be four (4) hours. Twenty-four (24) hours notice must be given of a rehearsal on a Free Day. Nevertheless, the Artist may only be called on their Free Day with their agreement. (This does not apply to emergency rehearsals; see Clauses 18:20 and 24:13.)

**(H) Notice of Additional Rehearsal**

The Theatre agrees to provide the Artists with as much advance notice as possible of rehearsal hours in excess of the hours provided elsewhere in the ITA. Notice of planned additional rehearsal hours must be given in the daily schedule. (This does not apply to emergency rehearsals; see Clauses 18:20 and 24:13). Additional rehearsal hours will be paid at the rate on Line 1 of Schedule 'A' of the current ITA Fee Booklet.

**(I) Free Time Between Rehearsal and Performance or Performance and Rehearsal**

**(i) Break**

Except in the case of emergency rehearsal, there shall be no less than one-and-a-half (1-1/2) hours free before the Half-Hour Call during which the Artist may not be called upon to perform any service whatsoever for the Theatre.

**(ii) Reduction by Unanimous Consent**

Except in the case of emergency rehearsal there shall be no less than one-and-a-half (1-1/2) hours free between the final curtain and a call for rehearsal. This may be reduced to one (1) hour with the unanimous consent of all Artists in the production.

**(iii) Payment for Additional Services**

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

- (a)** For additional services provided during the first half-hour or part thereof, the Theatre shall provide and pay for a full dinner for the Artist, or the Artist invoice the Theatre at the rate stipulated on line six (6) of Schedule "A" in the current ITA Fee Booklet.

- (b) For additional services provided during the second half-hour or part thereof, the Artist shall invoice the Theatre at the rate stipulated on line six (6) of Schedule "A" in the current ITA Fee Booklet in addition to the Theatre providing the meal in (a) above.
  - (c) For additional services provided during the third half-hour period or part thereof (excluding the Half-Hour Call), the Artist shall invoice the Theatre at the rate stipulated on line six (6) of Schedule "A" in the current ITA Fee Booklet in addition to (a) and (b) above.
- (J) Dress Rehearsals**
- (i) For all dress rehearsals (defined in Clause 18:47(E)) there must be a minimum Half-Hour Call which shall be considered to be part of rehearsal time.
  - (ii) No dress rehearsals with invited audiences will be permitted after the first public performance except where necessitated by cast replacement, and/or major script revision.
  - (iii) **Dress Rehearsal Requirement**  
There shall be a minimum of one (1) dress rehearsal prior to the first public performance.
- (K) Classes and Warm-Ups**
- (i) **Voluntary**  
Artists may not attend voluntary classes or voluntary warm-ups which involve the rehearsal of material from the production. Attendance at so-called "voluntary" rehearsals (including readings) is strictly prohibited. Such rehearsals must be contracted and paid for according to the provisions of the ITA, as provided for elsewhere.
  - (ii) **Contractual**
    - (a) Artists may be required to attend classes in specific skills which fall within the applicable rehearsal hours provided that attendance at such classes is stipulated in a rider to the ITA Engagement Contract.
    - (b) Actors may be required to attend warm-ups which fall within the applicable rehearsal hours or prior to performances. However, such warm-ups must not invade the required break between rehearsals and performances (see Clause 24:03(I)) or the Half-Hour Call and may not exceed one (1) hour in length. Such warm-ups must be stipulated in a rider to the ITA Engagement Contract.
    - (c) Notwithstanding the above, Artists may be required to rehearse fight and/or intimacy sequences immediately prior to the Half-Hour Call. All Artists who participate in a stage fight must rehearse said fight before each performance. Any exception shall be at the discretion of the Fight Captain, and initially in consultation with the Fight Director. Similarly, all Artists who participate in scene(s) and/or moment(s) of Intimacy must rehearse said scene(s) and/or moment(s) of Intimacy before each performance. Which scenes and/or moments to be rehearsed shall be determined by the Intimacy Director, in consultation with the Actor(s) involved. Any exception during the run shall be at the discretion of the Intimacy Captain. The Artists must, prior to the fight and/or intimacy rehearsal, receive the break specified in Clause 24:03(I) or Clause 26:04, whichever applies.
- (L) Travel Between Locations**
- Whatever time is required by the Artist to move from one rehearsal or performance location to another will be considered as rehearsal time and must be paid for as such.
- If public transportation is not available, transportation must be provided by the Theatre if the distance is more than one-and-a-half kilometres.

**(M) Work Prior to Beginning of Rehearsals**

**(i) Learning Lines or Music**

The Artist may not be required to learn lines, music, or choreography prior to the beginning of rehearsal in order to accommodate the rehearsal schedule.

In the event that an Artist is requested to learn lines or music prior to the beginning of rehearsal, the Artist will be paid a one-time fee of an additional amount of not less than fifty (50%) percent of their contractual weekly fee. This arrangement must be included in a rider to the Artist's ITA Engagement Contract and will be considered as part of the Artist's compensation.

**(ii) Playing a Musical Instrument**

When an Artist is required by the Theatre to play a musical instrument and learn more than one (1) song in a musical or non-musical production prior to rehearsal, the Artist shall be paid a one-time fee of an additional amount of not less than fifty (50%) percent of their weekly Contractual Fee to familiarize themselves with the instrument. However, based on the musical complexity required, in consultation with the Artist and with the agreement of Equity, the additional fifty (50%) percent may be reduced to not less than twenty-five (25%) percent.

The negotiated compensation must be included in a rider to the Artist's ITA Engagement Contract and shall be considered part of the Artist's compensation.

The Artist shall not be required to have any of the musical material performance ready on the first day of rehearsal.

**(N) Start of Day**

When an Actor provides a service prior to 8:00 a.m., the Actor shall be paid the amount stipulated on line one (1) of Schedule "A" in the current ITA Fee Booklet from the beginning of the service to the end of the service, including all travel time.

**(O) Wardrobe Pieces in Rehearsal**

The donning or removal of any wardrobe piece(s) for a rehearsal shall be included within the allowable rehearsal hours.

**24:04 Standard Rehearsal**

Standard rehearsals are those that take place before the first public performance of a production, when no member of the company is also performing at the Theatre.

**(A) Standard Hours**

The Artist shall not be required to rehearse more than seven (7) out of eight (8) consecutive hours per day, with a meal break of at least one (1) hour after a maximum of four (4) hours of rehearsal. The Theatre may elect to schedule one-and-a-half (1-1/2) hour meal breaks, thus expanding the length of day to eight-and-a-half (8-1/2) consecutive hours. Notice of this change will be provided to the Artists no later than on the daily schedule.

**(B) Shortened Days**

The rehearsal day may be reduced to only one (1) continuous call of five (5) hours. The requirements for breaks in Clause 24:03(C) or 53:01(A) do not apply. One thirty (30) minute break must be scheduled at the mid-point of the rehearsal.

Prior to the start of rehearsals, the Theatre may elect to schedule shortened days provided the schedule appears in a rider to the Artist's ITA Engagement Contract.

After the start of rehearsals, this option may be exercised by the Theatre, or the Director. Notice of this change will be given to the Artists no later than on the daily schedule.

**(C) Payment for Excess Continuous Rehearsal**

For continuous rehearsal in excess of four (4) hours as mentioned above, and for more than seven (7) hours of rehearsal in a standard rehearsal day or for extending the span of the day, the Artist shall invoice the Theatre at the rate stipulated on line one (1) of Schedule "A" in the current ITA Fee Booklet. (See also the special case in Clause 24:09(C), Mixed Company.)

**(D) Five Day Rehearsal Week**

Notwithstanding any of the above, the Theatre may operate on a five (5) day rehearsal week basis.

The Theatre reserves the right with a minimum of twenty-four (24) hours notice to designate the additional Free Day.

**(E) Reverting to a Six Day Rehearsal Week**

Furthermore, either the Theatre or the Director has the right to revert to a six (6) day rehearsal week after the conclusion of any five (5) day week. Notice of such a change must be given by the end of the last rehearsal day in the week prior. Except with the agreement of the Theatre, this option is not available in Theatres operating in repertory, or mixed companies, nor does it apply to the production week.

**24:05 Extended Rehearsal Days**

**(A) Single Production and Stock**

During the last ten (10) days of rehearsal prior to the first public performance of a single production or any production in a stock season, there may be a total of four (4) days where either:

**(i) Ten Out of Twelve Hours**

The Artist may be called to rehearse ten (10) out of twelve (12) consecutive hours per day provided that the Artist receives no fewer than two (2) one (1) hour meal breaks within the twelve (12) hour span. Each meal break must occur after no more than four (4) hours of rehearsal.

Alternatively, the Artist may be called to rehearse ten (10) out of twelve (12) consecutive hours per day with a meal break of at least two (2) hours after a maximum of five (5) hours of rehearsal. This break may be reduced to one-and-a-half (1-1/2) hours if the span of the day is reduced to eleven-and-a-half (11-1/2) hours. These four (4) days must involve on-stage, technical or dress rehearsals.

Or:

**(ii) Nine Out of Eleven Hours**

The Artist may be called to rehearse for up to two (2) days in the rehearsal hall for nine (9) out of eleven (11) consecutive hours per day provided that the Artist receives no fewer than two (2) one (1) hour meal breaks within the eleven (11) hour span. Each meal break must occur after no more than three (3) hours of rehearsal.

Alternatively, the Artist may be called to rehearse for up to two (2) days in the rehearsal hall for nine (9) out of eleven (11) consecutive hours with a meal break of at least two (2) hours after a maximum of five (5) hours of rehearsal. This break may be reduced to one-and-a-half (1-1/2) hours if the span of the day is reduced to ten-and-a-half (10-1/2) hours. The remaining days are governed by the provisions of (i) above (and must involve on-stage, technical or dress rehearsals).

There shall be a minimum of twelve (12) hours between the end of one day's work and the call to work on the next day. Should a call continue for longer than five (5) hours without the required meal break, the Artist shall invoice the Theatre at the rate stipulated on line one (1) of Schedule "A" in the current ITA Fee Booklet.

**(B) Repertory**

During the last ten (10) days of rehearsals prior to the first public performance in a repertory season, there may be up to two (2) days for each production during which the Artist may be called to rehearse ten (10) out of twelve (12) consecutive hours per day provided that the Artist receives no fewer than two (2) one (1) hour meal breaks within the twelve (12) hour span. Each meal break must occur after no more than four (4) hours of rehearsal.

Alternatively, during the last ten (10) days of rehearsals prior to the first public performance in a repertory season, there may be up to two (2) days for each production during which the Artist may be called to rehearse ten (10) out of twelve (12) consecutive hours per day with a meal break of at least two (2) hours after a maximum of five (5) hours rehearsal. This break may be reduced to one-and-a-half (1-1/2) hours if the span of the day is reduced to eleven-and-a-half (11-1/2) hours. There shall be a minimum of twelve (12) hours between the end of one day's work and the call to work on the next day. At least one (1) such day must involve on-stage, technical or dress rehearsals. Should a call continue for longer than five (5) hours without the required meal break, the Artist shall invoice the Theatre at the rate stipulated on line one (1) of Schedule "A" in the current ITA Fee Booklet.

**24:06 Pro-Rated Rehearsal Schedule**

Equity acknowledges that in some cases the nature of the work may benefit from a pro-rated rehearsal schedule. It is understood that a standard rehearsal week allows for a maximum of forty-two (42) rehearsal hours to be scheduled. Pro-rated rehearsal schedules are an alternative to the standard rehearsal week and are only applicable to full Engagement Weeks. Should a Theatre wish to schedule a partial week of engagement at the beginning of the rehearsal period, Clause 16:10 applies.

The Theatre may use the following pro-rated rehearsal schedule model.

- (i) all Artists are contracted for a minimum of eighty-four (84) total hours of rehearsal, including those hours scheduled in any pro-rated weeks, and;
- (ii) a minimum of three (3) Engagement Weeks of rehearsal have been scheduled, not including extended rehearsal days, and;
- (iii) a minimum of twenty-one (21) hours of rehearsal are scheduled in each pro-rated week.

**(A) Rehearsal Hiatus**

The Theatre may schedule up to one (1) Engagement Week of unpaid hiatus during the rehearsal process. It must be a whole engagement week, Monday to Sunday.

**(B) Minimum Call**

The minimum daily call under a pro-rated schedule must be four (4) hours of rehearsal.

**(C) Notice and Rider**

Artists shall be informed of the Theatre's intentions to use a pro-rated rehearsal schedule at the point of initial contact with an Artist or in the audition posting.

Both the detailed rehearsal and payment schedules must be outlined in a rider to the Artist's ITA Engagement Contract.

**(D) Insurance Premium**

The insurance premium deducted from an Artist's weekly Engagement Fee for Artists rehearsing under this Clause shall be reduced in proportion to the amount that Artist's Weekly Fee is reduced according to Clause 24:06 (F). The Theatre shall top up the insurance premium to cover the balance remaining on the premium for each pro-rated week, on the Artist's behalf, by the amount specified in the current ITA Fee Booklet.

**(E) Stage Management**

Weekly contractual fees for Stage Management may be pro-rated for personnel engaged for a production under this Clause, however, allowable prep time shall be reduced to one (1) hour per rehearsal day.

In a week where the Theatre has elected to have a hiatus, the Stage Manager shall be engaged for no less than one (1) prep day in that week at a rate of not less than one quarter (1/4) of their weekly contractual fee.

The Stage Manager must receive one (1) full week of preparation time at the full contractual fee prior to the commencement of rehearsals.

**(F) Pro-rated Rehearsal Options**

The Theatre may pro-rate up to six (6) Weekly Contractual Fees equally over a period of up to seven (7) Engagement Weeks and the maximum rehearsal hours shall be distributed evenly over the total number of Engagement Weeks for purposes of determining when additional services payments may be due. Rehearsal hours under this Clause may fluctuate from week to week, provided rehearsal hours scheduled in excess of the maximum allowed in each pro-rated week per the chart below will be paid at the rate on Line 1 of Schedule 'A' in the current ITA Fee Booklet.

<b>Number of Weekly Contractual Fees</b>	<b>Pro-rated Over Number of Engagement Weeks</b>	<b>Total Allowable Rehearsal Hours</b>	<b>Maximum Hours per Week before Additional Services Payments</b>
1 week's fee	2 weeks	42 hours	21 hours
2 weeks' fee	3 weeks	84 hours	28 hours
3 weeks' fee	4 weeks	126 hours	31 hours
3 weeks' fee	5 weeks	126 hours	25 hours
4 weeks' fee	5 weeks	168 hours	33 hours
4 weeks' fee	6 weeks	168 hours	28 hours
5 weeks' fee	6 weeks	210 hours	35 hours
5 weeks' fee	7 weeks	210 hours	30 hours
6 weeks' fee	7 weeks	252 hours	36 hours

**24:07 Non-Continuous Rehearsal**

Non-continuous rehearsals are Equity's response to the creative needs of certain productions as well as to the needs of Artists.

**(A) General Provisions**

- (i) Non-continuous rehearsals are those that take place before extended rehearsals or the start of the continuous rehearsal period.
- (ii) Clause 34:01 Continuous Engagement does not apply.
- (iii) Clause 5:06 Exclusive Service of the Artist does not apply to the non-continuous rehearsal period.
- (iv) With the exception of Clause 24:03(B), all other standard rehearsal conditions will apply to non-continuous rehearsals.
- (v) The minimum rehearsal period under the Clause is three (3) weeks not including the extended rehearsal period.
- (vi) The rehearsal period prior to the extended rehearsal period must be concluded within a twelve (12) week span.

**(B) Process**

The non-continuous rehearsal model will be used where it is decided that it works to the benefit of the Artists' schedules or the nature of the work. The following conditions will apply:

- (i) The Theatre will inform the Artist either at the audition or when approaching the Artist that the schedule for the production will be non-continuous.
- (ii) The Theatre will provide the Artist a rehearsal schedule upon offer of a contract. After being issued, this rehearsal schedule can only be amended by mutual agreement.
- (iii) The weeks in which there no scheduled rehearsals shall be unpaid hiatus weeks.

**(C) Minimum Fees**

Prior to continuous rehearsal or technical rehearsals, all rehearsal weeks shall be paid at no less than one-hundred and twelve (112%) percent of the applicable minimum fees.

**(D) Insurance**

The Theatre shall remit to Equity the total applicable Insurance Premium for all unpaid hiatus weeks in addition to regular insurance deductions for weeks where the Artist provides service.

**(E) Conversion to Continuous Exclusive Services Contract**

The date on which the non-continuous period of the rehearsal process ends shall be stated in a rider to the Artist's ITA Engagement Contract. From this date, exclusive services engagement conditions and standard minimum fees shall apply.

**(F) Stage Management**

The Stage Management team shall be engaged for the standard pre-production preparation time required elsewhere in this Agreement prior to the commencement of rehearsals.

In weeks where there is a return from hiatus, the Stage Manager shall be engaged for no less than one (1) day of preparation at a rate of not less than one-quarter (1/4) of their weekly Contractual Fee.

**24:08 Cancelled Performance**

When a performance is cancelled, Artists may be required to rehearse for a period of time not to exceed the length of the performance, including the Half-Hour Call, if such rehearsal is after the first fourteen (14) day period following the first public performance. Such rehearsal shall be in addition to the weekly total of hours provided for in Clause 24:09(B).

Should a performance be cancelled with less than one-and-a-half (1-1/2) hours notice before the Half-Hour Call, except through failure or inability of an Artist to perform, the Artist in the production will be deemed to have performed and the performance will be included in the maximum number of performances allowed per week.

**24:09 Rehearsal on a Performance Day**

**(A) Defined**

Rehearsals on a performance day are rehearsals of a production (other than those stated in Clause 24:08) that take place while at least one (1) Artist in the production is also performing in a production for the Theatre.

**(B) Hours**

**(i) Continuous Five Hour Call**

The Artist may be called to rehearse for one (1) continuous call of five (5) hours provided this call does not begin before 11:00 a.m. subject to the provisions of Clause 24:03(D), Overnight Rest.

**(ii) Additional Rehearsal Services**

For rehearsals in excess of the provisions of (i) above, the Artist shall invoice the Theatre at the rate stipulated on line one (1) of Schedule "A" in the current ITA Fee Booklet.

**(C) Mixed Company**

On a day when at least one Artist rehearsing a production is also performing at the Theatre, then all Artists in the production may be called for a continuous five (5) hour rehearsal call. Those Artists who are not also performing may be rehearsed for an additional two (2) hours after an appropriate meal break (See Clause 24:04) for a total of not more than seven (7) out of eight-and-a-half (8-1/2) hours per day.

**(D) Matinee Days**

No Artist who is scheduled to perform at the Theatre may be called to rehearse on a two-performance day, unless they are on separate contracts for the rehearsal and the performance.

**(E) Stock and Repertory**

The following conditions apply only to Artists engaged in stock and repertory productions.

**(i) Prior to the Free Day**

An Artist may not be called for rehearsal after 6:00 p.m. on a single performance day immediately prior to the Free Day.

**(ii) After the Free Day**

An Artist may not be called to rehearse on the day following the Free Day except after 1:00 p.m. for one (1) continuous call of up to five (5) hours.

**24:10 After First Public Performance - Exceptions to Standard Rehearsal Conditions**

The following exceptions to standard rehearsal conditions will apply from the date on which the production has its First Public Performance. The date of the First Public Performance is considered day one (1) of the first fourteen (14) days:

After the first public performance of the last production of a stock or repertory season, or after the first public performance of a single production in which the Artist is appearing, rehearsals for the Artist in these circumstances shall be limited to:

**(A) During the First Fourteen (14) Days**

During the first fourteen (14) days after the first public performance, seven (7) days of rehearsal can be scheduled on the same terms as stipulated in Clauses 24:09, Rehearsals on a Performance Day or 24:04, Standard Rehearsal, whichever is applicable.

**(B) Following the First Fourteen Days**

**(i) Single Productions**

Following the first fourteen (14) days after the first public performance, as specified above, rehearsals shall be limited to a total of eight (8) hours per week and there shall be not more than two (2) rehearsal calls, not to exceed four (4) hours each in any one (1) week.

Such rehearsals shall take place on a day when there is not more than one (1) performance and shall not take place on the day immediately following the Free Day.

Additionally, such rehearsal may not be scheduled on the day following two consecutive two performance days, unless there is no performance on that day.

**(ii) Stock and Repertory**

In stock and repertory, following the first fourteen (14) days after the first public performance, as specified above, rehearsals shall be limited to a total of eight (8) hours per week and there shall be not more than two (2) rehearsal calls, not to exceed four (4) hours each in any one (1) week.

Such rehearsals shall be scheduled in accordance with Clause 24:09(E), and may not be scheduled on the day following two consecutive two performance days, unless there is no performance on that day.

**(C) Additional Rehearsal Services**

The Artist shall invoice the Theatre at the rate stipulated on line one (1) of Schedule "A" in the current ITA Fee Booklet for any rehearsal calls in excess of the maximum hours stipulated in this Clause 24:10.

**24:11 Rehearsal Hours for Extras**

If an Extra is called for rehearsals during the first two (2) weeks after the opening, they shall invoice the Theatre at the rate stipulated on line one (1) of Schedule "A" in the current ITA Fee Booklet for such rehearsals.

**24:12 Understudy and Replacement Rehearsals**

The total weekly rehearsal time for understudies and replacements may not exceed the normal weekly maximum set forth in Clauses 24:04, 24:05, 24:06, 24:08, 24:09, and 24:10 and all such rehearsal time must be deducted from the normal rehearsal hours allowed during the week in which the rehearsals take place.

**24:13 Emergency Rehearsal**

**(A) Prior Knowledge**

Emergency rehearsals shall only be allowed when the Theatre did not have adequate prior knowledge of the emergency in order to schedule a regular replacement rehearsal. Such emergency rehearsal may be in addition to regular rehearsals, and emergency rehearsals shall in no case exceed four (4) hours.

**(B) Overnight Rest**

Emergency rehearsals must be scheduled in accordance with the provisions of Clause 16:17, Overnight Rest Infringement, but the overnight rest period may be reduced by one (1) hour by the full company by secret ballot.

**(C) Free Day**

When an emergency rehearsal must be called on a Free Day, then the Artist shall invoice the Theatre at the rate stipulated on line four (4) of Schedule "A" in the current ITA Fee Booklet. The minimum call for such rehearsal shall be four (4) hours.

**24:14 Revival**

Standard rehearsal conditions as defined by Article 24:00 may apply to a revival which opens after a period of eight (8) weeks from the final performance of the previous production (see Clauses 60:06(C) and 62:07(C)).

**24:15 Transfer**

A transfer will be allowed a maximum of one (1) week's rehearsal prior to the first public performance comprised of six (6) days of rehearsal for seven (7) out of eight-and-a-half (8-1/2) hours. The provisions of Clauses 60:06 and 62:07 shall apply.

**24:16 Notes**

**(A) Stock and Single Productions**

Following the first public performance, and up to and including the official opening, the Artist may be called for notes following a performance to a maximum of thirty (30) minutes, up to three (3) times per production or one (1) call of one (1) hour and one (1) call of thirty (30) minutes per production.

Subsequent to the official opening, the Artist may be called for thirty (30) minutes per week per production.

**(B) Repertory**

Following the first public performance, and up to and including the official opening, the Artist may be called for notes following a performance to a maximum of thirty (30) minutes, up to three (3) times per week or one (1) call of one (1) hour and one (1) call of thirty (30) minutes per week.

Once per production, and during the first fourteen (14) days after the first public performance, one (1) of the permitted note sessions to a maximum of thirty (30) minutes may be scheduled on a two (2) performance day, in which case sixty (60) minutes will be deducted from the Artist's next rehearsal call (per Clause 24:16(C)). All Artists called to this note session must receive at least twenty-four (24) hours' notice. Under no circumstance shall any Artist be called to two (2) note sessions in a single day.

Subsequent to the official opening, the Artist may be called for thirty (30) minutes per week.

**(C) Conditions**

The following conditions shall apply to the note calls referred to in (A) and (B) above:

**(i) Notice**

- (a)** up to and including the official opening, they may take place on fifteen (15) minutes' notice, in which case the time taken for the call will be deducted from the Artist's next rehearsal call; or
- (b)** the time taken for the call may be deducted from that day's rehearsal call for the Artist, in which case twenty-four (24) hours notice will be given.
- (c)** Subsequent to the official opening, at least twenty-four (24) hours notice of a note call must be given, and the time taken for the call will be deducted from that day's rehearsal, if there is one (1), or, otherwise, the Artist's next rehearsal call.
- (d)** There shall be no note call on a two-performance day.

**(ii) Scheduling**

- (a)** Note calls must begin fifteen (15) minutes after the final curtain.
- (b)** A note call may not extend past 12.30 a.m.
- (c)** A note call may not infringe upon the Artist's overnight rest period.

**25:00 COSTUME FITTINGS**

**25:01 Hours**

The Theatre is granted a total number of free hours for costume fittings which cannot exceed two (2) hours for each play per season per Artist. The Theatre shall not require the Artist to perform this duty on the Artist's Free Day or during meal breaks. A costume fitting may not be scheduled outside of the allowable rehearsal hours on an extended rehearsal day. However, in the event of an unforeseen circumstance which necessitates a costume fitting outside of the allowable rehearsal hours on an extended rehearsal day the Artist may be called for up to one (1) additional hour and paid at not less than the additional service rate stipulated on line four (4) of Schedule A in the current ITA Fee Booklet.

Travel to and from fittings shall constitute part of the costume fitting time.

**25:02 Additional Fittings**

Should the Artist be required by the Theatre for costume fittings in excess of the hours provided for in Clause 25:01, such calls shall either be scheduled during the Artist's allowable rehearsal hours or the Artist shall invoice the Theatre at the rate stipulated on line one (1) of Schedule "A" in the current ITA Fee Booklet.

For the purposes of this Clause, a costume fitting shall not be considered a rehearsal.

### **25:03 Costume Fittings Before the Engagement Period**

Should the Artist, at the request of the Theatre, attend costume fittings before the engagement period for which they are contracted, the Artist shall invoice the Theatre at the rate stipulated on line one (1) of Schedule "A" in the current ITA Fee Booklet (minimum one (1) hour) for the actual time of the fitting, if the fitting takes place in the Artist's place of residence, or if the fitting takes place at a location other than the Artist's place of residence, but the Artist is not required to travel to said location specifically for the fitting.

When the Artist is requested by the Theatre to travel to a location outside their place of residence for a costume fitting, they shall be compensated at a rate of one-seventh (1/7) of the applicable minimum fee (plus their per diem, if applicable) and shall be reimbursed for travel and meal expenses incurred.

### **25:04 Official Call**

The Artist must consider a costume fitting as an official call and must present themselves as required, unless said fitting invades their meal break or overnight rest period.

If the Artist is late for or fails to attend a scheduled costume fitting, the provisions of Clause 11:02 shall apply.

## **26:00 PERFORMANCES**

### **26:00 Preamble**

All performances or rehearsals for which admission is charged (except bona fide benefits permitted by the ITA) are to be counted and considered as performances for which the Artist is to be paid.

### **26:01 Half-Hour Call**

All performances must include a Half-Hour Call.

Notes may not be given to the Actor during the Half-Hour Call or any intermission except by Equity Stage Management or under the supervision of Equity Stage Management where the note concerns health or safety.

At the Theatre's discretion, the "Half-Hour Call" shall be deemed to be either thirty (30) or thirty-five (35) minutes. The Theatre shall advise the Artist which Half-Hour Call it is using.

### **26:02 Maximum Number of Services in a Performance Week**

#### **(A) Combination of Services**

Once in a production, the week's work may consist of not more than eight (8) performances, or a combination of performances, Dress rehearsals and Run-Through Rehearsals, as defined in Clause 18:47(A), not to exceed eleven (11) in total.

Thereafter, a week's work shall consist of not more than eight (8) performances or a combination of performances, Dress Rehearsals and Run-Through Rehearsals, as defined in Clause 18:47(A), which shall not exceed nine (9) in total.

#### **(B) Excess Services in a Week**

For each performance, Dress Rehearsal or Run-Through Rehearsal in excess of the allowance stated in Clause 26:02(A), the Theatre shall pay each Actor and each stage management personnel a sum equal to two-eighths (2/8) of their weekly Contractual Fee.

### **26:03 Maximum Number of Performances in a Day**

If more than two (2) performances are given or begun on any one (1) day, each subsequent performance on that day shall be counted as an Extra performance and shall be paid for at the rate of two-eighths (2/8) of the Artist's Contractual Fee, even though the total number of performances given during the week is eight (8) or less.

## **26:04 Breaks Between Performances**

### **(A) Requirement**

The break between performances shall be no less than one (1) hour (excluding the Half-Hour Call). But if the break is less than one (1) hour, excluding the Half-Hour Call the following provisions shall apply:

#### **(i) Additional Services Provided During the First Half-Hour**

For additional services provided during the first half-hour or part thereof, the Theatre shall provide and pay for a full dinner for the Artist or the Artist shall invoice the Theatre at the rate stipulated on line seven (7) of Schedule "A" in the current ITA Fee Booklet should the Artist choose.

#### **(ii) Additional Services Provided During the Second Half-Hour**

For additional services provided during the second half-hour or part thereof, the Artist shall invoice the Theatre at the rate stipulated on line seven (7) of Schedule "A" in the current ITA Fee Booklet in addition to (i) above.

### **(B) Alternative**

However, as an alternative to the above, the Theatre may apply the following provisions:

On a two-performance day when the time span between the Half-Hour Call for the first performance and final curtain of the second performance is four-and-a-half (4-1/2) hours or less (five (5) hours or less when both performances contain at least a fifteen (15) minute intermission), only a one (1) hour break, inclusive of the Half-Hour Call for the second show, is required and the above-mentioned (Clause 26:04(A)) meal penalty will not apply. For additional services provided during the one (1) hour break, the Artist shall invoice the Theatre at the rate stipulated on line eight (8) of Schedule "A" in the current ITA Fee Booklet.

For additional services provided in excess of either the four-and-a-half (4-1/2) hour or five (5) hour time span, the Artist will invoice the Theatre at the rate stipulated on line one (1) of Schedule "A" in the current ITA Fee Booklet.

## **26:05 End of Performance Call**

On a performance day the Theatre will endeavour to include fifteen (15) minutes at the conclusion of the curtain-call to allow Actors to remove costumes/makeup. In no case shall the Theatre provide less than five (5) minutes for this purpose. The time provided to remove costumes/makeup shall be considered part of the performance call.

## **26:06 Voluntary Talkbacks**

The Theatre may request an Artist to participate in a talkback following a performance. The Theatre acknowledges that the participation of an Artist is completely voluntary, therefore, an Artist cannot be compelled or required to take part in a talkback.

## **26:07 Maximum Number of Performances in a Three-Day Period**

No more than five (5) performances and dress rehearsals combined (excluding technical dress rehearsals) may be given in any three (3) consecutive day period, unless that Artist is paid an additional two-eighths (2/8) of their Contractual Fee for each performance in excess of five (5) combined performances and dress rehearsals (excluding technical dress rehearsals) in any such three (3) consecutive day period.

## **26:08 Free Day**

There shall be no performances on the Free Day, except as provided for in Clause 8:01.

## **26:09 Notice of Changes**

The Theatre will advise the Artist, to the best of its knowledge, the anticipated performance schedule at the time of negotiation of the Artist's contract, and further advise if the performance schedule may be subject to change at some point during the run of the production.

The Artist will be notified at least twenty-four (24) hours in advance of any change in the performance schedule, and, whenever possible, forty-eight (48) hours notice will be given.

However, the cancellation of a performance on less than twenty-four (24) hours notice shall not constitute a breach of this Clause.

## **26:10 Overnight Rest**

There shall be a minimum of twelve (12) hours between the end of one day's work and the call to work on the next day. During this overnight rest period, the Artist shall not be required to perform any services or obligations for the Theatre except in accordance with the provisions of Clauses 16:17, 18:38 and 24:03(D).

## **27:00 CLOTHES, MAKEUP, MUSICAL INSTRUMENTS AND PROPS**

### **27:01 Provision of Costumes and Clothing**

The Theatre shall furnish and pay for all costumes and clothing necessary and appropriate for performance as well as wigs, hairpieces, hats, footwear, accessories and properties. All footwear shall be in good condition and properly fitted in respect to comfort and safety (e.g., dance, fight scenes, etc.).

When a costume requires specific undergarments, the Theatre shall furnish and pay for them.

### **27:02 Personal Clothing and Hair Piece(s)**

#### **(A) Negotiated Terms of the Rental**

No Artist shall be required to provide any wardrobe or hair piece(s) to a Theatre for use in any production unless the terms of the rental, including a negotiated rental fee (which cannot be zero), are stated in a rider to the Artist's ITA Engagement Contract. The rental fee must be paid by the Theatre to the Artist with the Artist's Contractual Fee payment.

#### **(B) Consent of Theatre**

If an Artist requests to wear their own hair piece(s), clothes and/or shoes instead of those supplied by the Theatre, they may do so only with the consent of the Theatre.

#### **(C) Replacement Value**

In the case of (A) and (B) above there must be a rider to the Artist's contract executed which clearly stipulates the replacement value of the Artist's wardrobe item in the event of loss or damage, and the agreement of the Theatre to reimburse the Artist for that amount should such loss or damage occur pursuant to the provisions of Article 32:00.

### **27:03 Makeup**

The Actor is required to provide only a basic stage makeup kit consisting of foundation/base, waterproof mascara, eye pencil, eyebrow pencil, neutral lip and cheek colour, and application tools as needed. Where applicable, this kit will also include supplies to cover tattoos if the needs of the production require that they be covered. All other makeup shall be provided by the Theatre with appropriate consideration for the Artist's skin tone and features.

At the time of contracting, it is the responsibility of the Artist to notify the Theatre of any allergies and/or sensitivities to makeup, as well as any visible tattoos. The Artist will be actively consulted regarding their hair and makeup in accordance with Clause 10:04 (B).

## **27:04 Tattoo Coverage & Body Makeup**

### **(A) Tattoo coverage**

Should the Actor be required to cover visible tattoos, and the Theatre advised them of this at the time of contracting, it will be the responsibility of the Actor to provide the products and supplies required for such coverage.

### **(B) Body Makeup**

Where the needs of the production require the Actor to wear body makeup, the Theatre will provide the necessary makeup, supplies, and facilities to apply and remove the makeup. The Actor must give the Theatre notice if they require specialized makeup due to sensitivities or allergies at the time the Theatre discusses such design elements with the Actor.

### **(C) Cleaning & Laundry**

Suitable bathing facilities must be available if the Actor is required to use body makeup. Where such facilities are not available, the Actor may agree to wear body makeup on condition that they are provided with protective clothing which the Theatre shall be responsible for cleaning.

If the Actor's personal clothing requires cleaning due to body makeup, the Theatre will arrange for cleaning at its expense or reimburse the Actor for such costs on presentation of receipts.

If the Actor is required to use body makeup or cover visible tattoos, the Theatre shall launder towels daily for removal of such makeup.

## **27:05 Cleaning and Upkeep**

### **(A) Cost of Cleaning**

The Theatre agrees to reimburse the Artist for the cost of cleaning such article of the Artist's personal wardrobe or hairpiece used in the production, upon presentation of a receipt. As an alternative, the Theatre may, at its own expense, clean the Artist's personal wardrobe or hairpiece. The Theatre and the Artist may agree upon the number of cleanings required (no less than provided for in (C) and (D) below), and this shall be included in the rider required by Clause 27:02(A) above.

However, during the last week of an Artist's engagement, the Theatre shall pay to the Artist a sum equivalent to the prevailing rate for cleaning the article and a receipt need not be presented by the Artist to the Theatre.

For the purposes of this Clause, an article shall be defined as an element of costume and clothing as defined in Clause 27:01, and shall additionally include hairpieces.

### **(B) Repairs**

The Theatre further agrees that any article of apparel from the Artist's personal wardrobe used in the production will be repaired or replaced if damaged during production.

### **(C) Requirements for**

Costumes worn by the Actor are to be cleaned or kept sanitary at the Theatre's expense at least once every two (2) weeks or more often if necessary, and in any case within one (1) week before the show goes on a tour of two (2) weeks or longer.

Beards and hairpieces furnished by the Theatre shall be freshly cleaned when delivered to the Actor and cleaned thereafter whenever necessary but at least every three (3) weeks. Lace in all beards, moustaches and hairpieces will be cleaned daily.

No Actor shall be required to use a wig or hairpiece, including a facial hairpiece, which has been worn by another Actor until the hairpiece or wig has been thoroughly cleaned and properly fitted. After cleaning, hairpieces must be dried and aired prior to issue to the Actor.

This provision may be waived in the case of an emergency.

A schedule of such cleaning shall be maintained by the Liaison and Stage Manager.

**(D) Undergarments**

Stockings, shirts, and other "skin parts" of costumes and/or clothes supplied by the Theatre shall be laundered daily by the Theatre.

**(E) Sanitary & Dry Condition**

The Theatre shall not require the Artist to wear any costume, clothing, hat or footwear that is not in a thoroughly sanitary and dry condition.

**27:06 Kneepads**

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

**27:07 Understudies**

Except in the case of emergencies, the Understudies must be furnished with clean costumes when called upon to perform. In any event, the Theatre must provide the Understudies with properly fitted shoes.

**27:08 Hair Style or Colour**

No Actor may be required to change the colour and/or style of their hair or shave their head or grow or shave their beard unless a rider outlining these requirements is negotiated, signed and appended to the ITA Engagement Contract. The Theatre shall pay for the expense of changing the colour and/or style and of its up-keep during the run of the engagement and of the restoration to the original colour and/or style at the close of the engagement.

Should it prove impossible, for any reason, for the hair to be restored to its original colour, and/or style or should the Artist suffer any permanent loss or damage to their hair as a result of a required change in colour and/or style in the first place and/or of its subsequent restoration provided that restoration of the style is not simply a matter of the hair growing back to its original length, then the Theatre shall continue to pay the Artist their 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 termination of their individual contract.

When the Artist is required to shave their head, the Theatre shall provide a wig satisfactory to the Artist for their personal use.

For particular considerations regarding the hair of Artists who identify with underrepresented racial groups, the provisions of Article 10:04(B)(ii) shall apply.

**27:09 Provision for Musical Instruments or Props**

**(A) Musical Instruments**

When an Artist agrees to provide their own musical instrument the negotiated rental fee (which cannot be zero), insurance coverage/replacement cost and agreed upon reimbursement costs for consumables (reeds, strings, etc.) shall be included in a rider to the Artist's contract. Additionally, the negotiated fee shall reflect the market rental fee for a comparable instrument at the time of the rental.

**(B) Props**

When an Artist agrees to provide a prop for use in a production the negotiated rental fee (which cannot be zero), and insurance coverage/replacement cost shall be included in a rider to the Artist's contract.

**27:10 High Heels**

When an Artist is requested by the Theatre to wear footwear with a heel that is significantly higher than the toe (such as court shoes or stilettos) due to production design, proper risk assessments shall be done to determine the needs of the Artist and identify any safety risks. The footwear shall be provided as early in the rehearsal process as possible. Upon the Artist's request, accommodations and/or alternative flat footwear shall be provided.

**27:11 Identity Respect in Hair, Makeup, and Costumes**

Per Article 10:04(B)(ii), Artists identifying with Underrepresented Groups will be actively consulted regarding hair treatment, makeup, and costuming, with consideration for textured hair, skin tone, body type, and any other needs or supports related to identity.

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

The Theatre agrees to provide the Artist with safe and sanitary places of engagement. The Theatre further agrees that it is subject to the health and safety standards established by the province in which it is located. In the absence of provincial guidelines, the Theatre agrees that the "Safety Guidelines for the Live Performance Industry in Ontario" provide a basis of acceptable health & safety standards, by which the provisions of this Article are to be interpreted.

### **28:01 Dressing Rooms**

#### **(A) Dressing Rooms Provided to Artists**

##### **(i) Appropriate Dressing Rooms**

The Theatre shall provide appropriate dressing rooms for all Artists. Stage Management personnel will have access to dressing rooms when they are required to be in costume.

##### **(ii) Dressing Room Access**

During performances, the dressing rooms shall be maintained for the exclusive use of the Artists. At times other than during performances when the Artists' use of the dressing rooms is not possible, the Stage Manager shall be notified in writing twenty-four (24) hours in advance. In such a circumstance, the Theatre shall provide a secure storage space for the Artists' personal effects.

#### **(B) Required Equipment**

Dressing rooms shall have lights, mirrors, shelves and wardrobe hooks for the Performers' makeup and personal clothing and table space for each Performer. A sink with hot and cold running water shall be available in, or reasonably convenient to, the dressing rooms.

#### **(C) Air Conditioning and Ventilation**

If the auditorium is air conditioned, all dressing rooms shall be air conditioned. If the auditorium is not air conditioned, the Theatre shall provide mechanical devices (Canadian Standards Association approved) in dressing rooms to ensure proper ventilation and the circulation of fresh cool air. Similarly, in cold or cool weather, the Theatre shall provide devices (Canadian Standards Association approved) in dressing rooms where heating is deficient, to ensure the maintenance of a comfortable temperature.

#### **(D) Sanitary Toilets and Sinks**

Toilets and sinks will be clean and sanitary, and will be separate facilities from those provided for the audience. They must be maintained in good working order at all times, and shall be provided with toilet paper, soap and towels. (See Clause 27:04 regarding body makeup).

#### **(E) Open-Air & Tent Theatres**

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

### **28:02 Access to Theatre**

#### **(A) Outside**

Unless the Artist is reasonably protected from the elements, the Artist may not be required to go outside the theatre building during the course of a performance and runways between dressing rooms and the theatre shall be covered and paved or boarded.

#### **(B) Stage Doors**

Access to stage doors of the theatre shall be safe, clean, and properly lighted.

#### **(C) 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, unless a ramp or other levelling device is provided.

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

#### **(A) Dressing Rooms, Warm-Up Areas and Performance Areas**

The Theatre agrees to maintain dressing rooms, dance warm-up areas, and places where the Artist is required to rehearse or perform indoors, at a reasonable and constant temperature, said temperature to be no less than eighteen (18°C) degrees Celsius and no more than thirty (30°C) degrees Celsius. The provisions of this Clause will have been satisfied if the temperature at floor level measured one-half (1/2) hour before the commencement of rehearsals and/or performance, is eighteen (18°C) degrees Celsius to thirty (30°C) degrees Celsius. However, minimum temperature in the dressing rooms must be achieved at least two (2) hours before curtain time.

#### **(B) Booth or Calling Area**

Any booth or room from which the Stage Manager must call cues shall be equipped and maintained for air circulation, proper lighting, and must be safely accessible.

#### **(C) Weather Condition**

Weather conditions will affect open air and tent theatres. If weather conditions constitute a threat to the health and safety of the Artists, the Stage Manager, Equity Liaison, and Theatre's designated representative shall jointly decide how to proceed.

### **28:04 Fire Drill**

The Theatre shall arrange at least one (1) fire drill per production in each location in which Artists are working under ITA Engagement Contracts. The Theatre 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.

### **28:05 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.

### **28:06 Extraordinary Risks**

#### **(A) Responsibility of the Theatre**

The Theatre accepts responsibility for the safety of the Artists in the training and execution of Extraordinary Risks. The Theatre shall engage qualified individuals for the purpose of instructing the Artists in the performance of the following Extraordinary Risks:

- (i) the performance of acrobatic feats; suspension from trapezes, wires, or like contrivances;
- (ii) the use of or exposure to weapons, fire, dangerous chemicals, or pyrotechnical devices;
- (iii) stage fighting; and
- (iv) the handling of unusual live animals.

#### **(B) Rider**

An individual Artist shall not be required to perform an Extraordinary Risk unless said Risk is stipulated in a rider to the contract including any steps taken to mitigate the risk. The rider must be signed and dated by both parties and a copy filed with Equity. The provision of a duly executed Extraordinary Risk Rider may also provide additional coverage for Equity members under Equity's insurance.

### **28:07 Stage Fighting**

#### **(A) Requirement**

If, in accordance with Clause 28:06(A) and Article 61:00, the Theatre engages a Fight Director, and if that person is not engaged for the duration of the production, the Theatre, in consultation with the Fight Director, shall assign a "Fight Captain" to monitor the stage fight(s) for the duration of the production.

**(B) First Aid Equipment**

First aid equipment shall be readily available at all rehearsals and performances involving stage fighting.

**28:08 Rakes, Safe Surfaces and Platforms**

**(A) Rehearsal or Performance**

Artists shall not be required to rehearse or perform on a surface which is unsafe. The Stage Manager and Liaison will consult with the Theatre if it appears that a surface is unsafe. The Stage Manager, Liaison and Theatre's representative shall jointly decide whether the rehearsal or performance can take place, or what steps can be taken to proceed safely.

**(B) Dance**

Artists shall not be required to dance or warm up on any surface which is unsafe, or may be the cause of an injury to an Artist, including but not limited to concrete, marble, wood or on any other substance laid directly over such a floor which does not provide an air space of at least one and five-eighths (1-5/8) inches between the structural floor and the dancing surface. The Stage Manager and the Equity Liaison will consult with the Theatre or the Theatre's representative if it appears that the performing surface or warm-up area does not conform with the above. The Stage Manager, Liaison, and the Theatre's representative shall jointly decide whether the rehearsal or performance can take place. A Dancer chosen by the Dancers to represent them or the Dance Captain will participate equally in the consultative process described above, and shall have the authority to request adapted footwear and/or choreography in order for the rehearsal or performance to proceed in a safe manner.

**(C) Raked Stage**

Where a raked stage is used in a production an Artist shall not be required to rehearse choreographed movement on said stage more than four (4) hours per day on a seven-and-a-half (7-1/2) hour day (or five (5) continuous hours when such a call is the only call of the day).

If the first rehearsal call on which the Artists are required to rehearse on the raked stage is an extended rehearsal day, rehearsal of choreographed movement shall be limited to four (4) hours. Nevertheless, the remaining rehearsal hours may be used for non-choreographic rehearsal purposes.

In all cases the Artist shall have access to an unraked or counter-raked surface.

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

Prior to the construction of any raked stage where the rake will be greater than one (1) inch per twelve (12) inches, the Theatre shall promptly notify Equity of such plans and provide such information as Equity may reasonably request. When a Theatre is utilizing a set from a prior production, said notice may not be possible and the Theatre agrees to notify Equity as soon as a determination is made that such set will be utilized.

**(D) Platforms, Orchestra Pits and Traps**

The edges of platforms and raised stages must be clearly delineated. Where a portable stage is used, platforms must be securely fastened together and evenly joined. Should the joins cause an uneven surface, the stage must be completely covered to ensure a safe and level surface.

Orchestra Pits or traps not in use shall be netted or covered to ensure the Artists' safety.

## **(E) Consultation**

For the purposes of this Clause, whenever consultation with the Theatre's representative is required and the representative is not present, every reasonable effort will be made to contact the Theatre and effect such consultation and take any necessary action before work resumes.

### **28:09 Cot**

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

### **28:10 First Aid Kits**

First aid kits, stocked with adequate supplies, shall be available and easily accessible at all times to dressing rooms and rehearsal areas. First aid kits must meet or exceed the applicable Provincial standards requirements.

### **28:11 Permanent Dressing Rooms**

Dressing rooms (except quick-change booths) shall be of a permanent type, and shall not be only under canvas.

### **28:12 Drinking Water**

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

### **28:13 Intercom System**

A program sound system between the stage area and dressing rooms shall be installed in all resident theatres, unless the Theatre, Stage Manager, and Liaison agree that the dialogue from the stage is clearly audible in the dressing rooms. In the case of a disagreement, the Liaison shall notify Equity.

### **28:14 Equity's Right to Inspect**

The Theatre agrees that Equity's representatives shall have the right to inspect its facilities to determine whether the safe and sanitary requirements set forth in the preceding Clauses have been complied with. Except in the case of any emergency, Equity will endeavour to provide twenty four (24) hours notice to the Theatre in advance of any inspection. The representative shall report any deficiencies to Equity in writing, and shall also furnish the Theatre with a copy of their report. Upon receipt of the report, Equity will notify the Theatre, in writing, to correct the deficiencies. Unless the Theatre 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 for 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 Theatre's facilities.

### **28:15 Tours**

There may be occasions while on tour when performances occur in a facility other than a theatre, where the conditions of Article 28:00 cannot be met, in whole or in part. In such circumstances, and provided that the company manager, Stage Manager and Equity Liaison agree that the actual physical safety of the Artists is not in jeopardy, the performance shall take place as scheduled.

The company manager and/or Stage Manager and the Equity Liaison shall be responsible for consulting with the Theatre and Equity whenever possible prior to the decision to proceed or not to proceed.

### **28:16 Unsuitable Facilities**

The Theatre agrees to notify Equity of all facilities deemed unsuitable for rehearsals and/or performances. These facilities shall not be used for rehearsals and/or performances by Theatres until the deficiencies are remedied and the standard of the facility accords with the provisions of Article 28:00.

### **28:17 Scent Awareness**

The Theatre and the Artists are encouraged to be sensitive to the needs of their colleagues with respect to scents. For the workplace, an individual is encouraged to use only unscented personal hygiene products (e.g., shampoo and conditioners, deodorants, soaps, lotions, creams) and to avoid wearing perfumes, fragrances, aftershaves or colognes.

If an individual is concerned about scents or perfumes used by another individual in the workplace, they are encouraged to discuss their concerns directly with that individual in a sensitive and discreet manner. If such a one-to-one discussion is not possible, the Artist should bring their concern to a Theatre representative. Once the matter is brought to the attention of the Theatre's representative it is the Theatre's responsibility to attempt a resolution.

### **28:18 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 themselves to a place of safety. They may not return until they have been assured to their 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.

### **28:19 Hazardous Materials**

The Theatre will abide by the applicable provincial health and safety legislation with regard to the use of hazardous materials. To the best of its ability, the Theatre will ensure that chemical ingredients used to create special effects for a production will not be harmful to the Artist. Should an Artist develop a medical problem as a result of exposure to said special effect, they shall report this matter to the Theatre and shall consult a physician as soon as possible. Upon written advice of the physician to the Theatre, said Artist may cease rehearsing and/or performing. If the use of the chemical ingredient continues, and/or the Artist is unable to continue their engagement, the contract of the Artist may be terminated in accordance with Clause 38:14. The Theatre and the Artist will promptly notify Equity. However, the Artist must be reinstated upon recovery if they so desire, on terms no less favourable than their original contract.

### **28:20 Perceived Risk**

With respect to Article 28:00, 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 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, Liaison and Theatre jointly have deemed that no such risk exists.

### **28:21 Consultation & Notification**

Should any circumstances arise in respect to health and safety which require consultation among the Stage Manager, Liaison and Theatre, then the Liaison shall notify Equity as soon as possible.

### **28:22 Flying Set Pieces and Large Moving Scenery**

In productions utilizing flying set pieces and large moving scenery, the Stage Manager and Liaison, in consultation with the Theatre's technical staff, may insist on a walk-through rehearsal in work light conditions, to acquaint the Performers with the movement and timing of the scene changes during which one or more Performers will be on stage for some or all of the scene change.

### **28:23 Accident and Incident Reporting**

When an Artist is involved in an accident or incident that results in, or may potentially lead to, time off or modified work, and the Theatre is informed of the accident or incident, the Theatre shall file a report. The Theatre will file a copy with Equity of any provincial public agency reports or any accident or incident report generated by the Theatre or Stage Manager. Reports need not be filed in the case of common illness or minor injuries.

## **29:00 ARTIST'S HOUSING IN THE POINT OF ORIGIN**

### **29:01 Theatre's Responsibility to Provide Housing**

It shall be the Theatre's responsibility to locate and reserve suitable housing.

When the Theatre is not providing housing, the Theatre will furnish the Artist with an up-to-date list of available housing. The list will comprise no fewer than three (3) available housing options in different price ranges. Should the Artist refuse a choice of reasonable housing within the provisions of this Clause, the Theatre shall be relieved of any further obligation with respect to housing.

Where the Theatre is providing housing at no cost to the Artist, the Theatre shall not be required to provide housing options. In the event that an Artist declines the Theatre's offer to provide housing at no cost to the Artist, the Theatre is then required to provide the list of three (3) available housing options.

The Theatre will arrange to either have the Artist met on their arrival in the town, or to instruct them in advance where to go on arrival.

### **29:02 Information Provided to Artist**

The Theatre warrants and guarantees that the housing for the Artist will be clean, safe, secure, sanitary and accessible if required. The Theatre will inspect the housing that it is making available to the Artist prior to supplying information about the housing.

The Theatre will supply the Artist with detailed and accurate information regarding housing as soon as possible, but in no event no later than six (6) weeks prior to arrival, including:

- (i) Description and photographs of the housing including furnishing and appliances that will be available. (e.g., TV, bedding, dishes, internet, etc.)
- (ii) Whether smoking is permitted
- (iii) Whether pets are permitted or present
- (iv) Lease conditions
- (v) Size of housing
- (vi) Distance to the rehearsal hall performance venue or public transportation
- (vii) Security deposit information
- (viii) Whether housing may be shared and the names of the other tenants, if known.

### **29:03 Payment of Deposits**

Should the Theatre be requested in writing to make a reservation on behalf of the Artist and a deposit is required in advance, the Theatre will provide the deposit and then deduct the amount from the Artist's weekly Contractual Fee.

### **29:04 Accessibility of Housing**

It is the Artist's responsibility to inform the Theatre of any accessibility and/or health needs prior to housing being arranged. The Theatre will accommodate accessibility needs and undertake best efforts to reasonably accommodate other health needs.

Accessible housing will be of the same standard as housing for the other Artists engaged on the production. Further, the Theatre agrees to pay the difference between the average cost of the housing options provided per Clause 29:01 and the cost of accessible housing as required.

### **29:05 Public Transportation**

In all cases where housing is not within two (2) kilometres of the Theatre's rehearsal or performance venue by a safe, normal transportation route, or within one (1) kilometre of accessible public transportation, the Theatre shall furnish reasonable, safe transportation. For those Artists who identify the need for transportation assistance with regards to any disabilities or concerns of personal safety, the Theatre will make appropriate arrangements.

## **30:00 TRANSPORTATION AND LUGGAGE**

### **30:01 Air Transportation**

The Theatre shall, at its own expense, transport the Artist from their place of residence to the Theatre and return transportation shall be by Y-class airfare, or by train or coach if air travel to the Theatre's Point of Origin is not available, unless otherwise negotiated between the Artist and the Theatre, prior to the signing of the contract.

The use of the least expensive, yet reasonable form of transportation (especially as regards air travel) is the spirit and intention of Clause 30:01.

### **30:02 Alternatives to Air Transportation**

#### **(A) Negotiated Transportation**

Should transportation other than Y-class airfare be negotiated, it must be negotiated after all the other terms of the contract have been negotiated. The Theatre shall offer to the Artist such alternative forms of transportation and related schedules (to a maximum of three (3) alternatives) as are available. These may include reduced fare air travel, rail travel, commercial bus or private vehicle. The Theatre and the Artist shall then negotiate the mode and schedule of transportation to be used, including ground transportation, and the mode, schedule, the cost if any, of any penalty if the schedule is changed, and the time and date of the Artist's last performance or service to the Theatre must be specified in the Artist's contract or in a rider thereto.

#### **(B) Contractual Specification**

If the Artist's contract does not specify all the information stipulated in the preceding paragraph, the Theatre shall be obligated to pay the cost of transporting the Artist up to and including the cost of Y-class airfare. Except in the cases of prior or subsequent engagements or personal emergencies, the Artist shall be required to travel both to and from the Point of Origin by the travel arrangements agreed to in their contract. Should the Artist subsequently change these arrangements for any other reason, the Artist shall be responsible for any additional costs incurred. Likewise, should the Theatre subsequently change these arrangements, it shall be responsible for the payment of any costs incurred.

#### **(C) Use of Artist's Vehicle**

Should the Artist choose to use their own private vehicle, they shall receive compensation as specified in the current ITA Fee Booklet, or the cash equivalent of the least expensive airfare available to the general public at the time of contracting, whichever is the lesser.

The Artist must inform the Theatre at the time of negotiating their contract of the Artist's intention to use their private vehicle. Otherwise, if the Theatre has made travel arrangements which cannot be cancelled without loss to the Theatre, the Artist shall receive only the compensation outlined above, less whatever costs have been incurred by the Theatre by virtue of the cancellation. If the cancellation penalty exceeds the compensation to which the Artist would be entitled, then the Theatre shall be absolved of responsibility for transportation costs.

#### **(D) Reimbursement for Travel Insurance**

The Theatre will reimburse the Artist for purchase of travel insurance with a claim value up to a maximum of eighty thousand dollars (\$80,000) upon presentation of premium receipts. Where public transportation is unavailable, the Theatre shall transport the Artist by whatever means of transportation is available.

#### **(E) Overnight Travel**

Unless chosen by the Artist, no overnight travel may be scheduled under this Article, except where first-class sleeping arrangements are available. If the Artist has travelled overnight, there must be at least four (4) hours between the time of arrival at the Point of Origin and the start of the first rehearsal.

**(F) Ground Travel to and from Airport**

The Theatre 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. Reimbursement will be issued by the Theatre upon presentation of receipts. The Theatre may stipulate the details and maximum allowable expenses for such "ground transportation" in a rider to the contract at the time of negotiation of the contract. Reimbursement will be issued by the Theatre upon presentation of receipts no later than fourteen (14) calendar days after the production has closed.

**(G) Consecutive Engagements**

Where the Artist has a consecutive engagement under an ITA Engagement Contract, the Theatre signing the consecutive 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 Point of Origin to the second is less than the transportation cost from the Artist's place of residence to the second Point of Origin, the first Theatre shall be relieved of any obligation for return transportation to the Artist. However, in any other case, the Theatre signing the first contract of engagement shall be obliged to provide and pay for the Artist's transportation back to their place of residence.

The Theatre signing the consecutive contract of engagement is obliged, in addition to the above, to provide and pay for the Artist's transportation back to their place of residence after the Artist has fulfilled their period of engagement.

It is the Artist's responsibility to inform the Theatre of any consecutive contract of engagement and to return the balance due on any advance on return transportation.

**30:03 Luggage**

The Theatre shall be responsible for the transportation or the cost of transportation for up to three (3) large suitcases (or equivalent, acceptable to the means of transport available), up to a maximum of one hundred and thirty six (136) kilograms.

In the case of air transportation the Theatre shall be responsible for the transportation of luggage up to the maximum weight per bag and maximum linear dimensions as permitted without surcharge by the airline. However, the Theatre shall be responsible for the cost and transportation of not less than one (1) bag by air regardless of the airlines policy regarding the number of allowable pieces without additional cost. Any costs resulting from exceeding the one (1) bag noted above or the airline luggage maximums (number of pieces, weight or dimension) shall be the sole responsibility of the Artist.

The difference in weight between what was transported by air and the one hundred and thirty six (136) kilograms maximum set forth above shall be transported by ground at the Theatre's expense. Transport of this additional luggage within the limits of this clause will be discussed between the Artist and Theatre and appended as a rider to the ITA Engagement Contract at the time of signing.

The transportation of luggage shall be from the Artist's place of residence to the terminal, and/or the Point of Origin (either the Theatre and/or the Artist's place of lodging) and back to the Artist's place of residence (unless the Artist has a consecutive engagement). The Artist shall discuss with the Theatre any further luggage requirements.

The Artist shall be responsible for arranging for the transportation of such luggage to and from the terminal at their place of residence, and shall submit receipts to the Theatre for reimbursement of the cost of such transportation. In the case of consecutive engagements, responsibility for payment for transport of luggage shall be divided as per Clause 30:02(G).

### **30:04 Transport Within Point of Origin**

Whatever time is required by the Artist to move from one (1) rehearsal or performance location to another will be constituted as rehearsal time and must be paid for as such. If public transportation is not available, transportation must be provided by the Theatre, if the distance is more than two (2) kilometres.

### **30:05 Remote Location**

With respect to Clauses 30:04 and 29:05, at the end of a rehearsal or performance call where the remote location of the Theatre, or the infrequency of public transportation or the lateness of the hour could affect the Artist's safety, the Theatre will arrange for safe and convenient transportation from the Theatre without cost to the Artist.

## **31:00 NUDITY AND ACTS OF INTIMACY IN PRODUCTION**

### **31:01 Sex Acts**

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

### **31:02 Notification to the Actor**

#### **(A) Prior to Signing**

To ensure a safe and respectful workplace, Artists are required to review the material in any production that requires nudity or intimacy and address their needs with the Theatre.

Where nudity and/or acts of intimacy are required, the Actor must be advised in writing in advance of both auditioning and of signing the ITA Engagement Contract, and the current script shall also be submitted to the Actor for review. Once agreed, the details of the nudity or intimacy shall be attached to the ITA Engagement contract in the form of a rider.

#### **(B) Notice of Intimacy Rehearsal(s)**

Actors shall be consulted on the scheduling of rehearsal(s) of intimate scenes. Consultation should include the Director, the Stage Manager and other Artist(s) in the scene(s).

#### **(C) Rehearsal of Intimacy**

If the Actor and/or Director, following consultation about scenes of intimacy, wish to have an Intimacy Director available during rehearsals, their request shall not be unreasonably denied.

Scenes of nudity or Intimacy must never be rehearsed without the presence of the Director, Intimacy Director, or Intimacy Captain. In all instances, the Stage Manager must be present.

Scenes of nudity or Intimacy should always be considered choreography and, as such, should be recorded in detail in the Stage Manager's prompt book.

Intimacy choreography, including the placement of backstage crew and any cover-ups, must be rehearsed with the consent of all Artists involved and must be locked and repeatable by opening night.

#### **(D) In the Performance Space**

Once in the performance space, it is strongly recommended an intimacy call be held so that new collaborators may be familiarized with the choreography and content. These new collaborators may include but are not limited to: technical crew, creative personnel, musicians, Extras and front of house staff.

### **31:03 Rider to the ITA Engagement Contract After Signing**

Where the requirement for nudity or intimacy arises or changes in the course of rehearsal and the Actor(s) involved gives their consent, the detailed requirements of the nature of the intimacy or nudity shall be stipulated in or added to the rider to the contract as agreed to and signed by both the Actor and the Theatre and immediately filed with Equity. The Actor is not obliged to give such consent. Should the Actor involved refuse and should the Theatre decide to replace the Actor, then the Theatre will pay to the Actor a penalty equal to double the applicable termination settlement or compensation for each week to the end of the run of the production, whichever is the lesser amount.

## **32:00 PROPERTY, LOSS AND/OR DAMAGE TO**

### **32:01 Reimbursement**

Upon presentation of original receipt of purchase or proof of replacement value, the Theatre shall reimburse the Artist for all loss and/or damage caused by the act, fault or negligence of the Theatre, its representatives, agents, or employees, to:

- (i) the Artist's property used, or to be used in connection with a production or productions covered by their ITA Engagement Contract; and/or
- (ii) the personal clothing worn by the Artist to the Theatre; and/or
- (iii) the personal effects of the Artist including their luggage, while any such property is wholly or partly in the possession or control or under the supervision of the Theatre, or any of its representatives, agents or employees or while said property is in any theatre building or other place where the Artist is required to be under their ITA Engagement Contract, and where the Theatre has the ability to provide reasonable security measures or when any such property or personal effects have been in any way shipped, forwarded or stored by the Theatre, or any of its representatives, agents, or employees.

### **32:02 Reimbursement Limits**

The reimbursement shall be up to a limit as specified in the current ITA Fee Booklet for the Artist's personal effects and clothing (excluding furs and jewellery); up to a limit as specified in the current ITA Fee Booklet for the Artist's furs; and up to a limit as specified in the current ITA Fee Booklet for the Artist's jewellery; except if the Theatre provides 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 Theatre shall be liable for loss and/or damage only if said personal valuables, jewellery, and/or cash are given to the Theatre, or its agent for safe-keeping. In this regard the Theatre 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 Article by a written notice posted on the call board.

### **32:03 Theatre's Liability**

The Theatre 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.

### **32:04 Personal Property**

Except as above provided, the Theatre 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 they desire to protect themselves against loss to insure same.

### **32:05 Insurance**

The Theatre may meet the foregoing obligations by maintaining adequate and sufficient insurance coverage which shall provide the same protection as the Theatre thereby assumes. Upon the direct payment of any damage or loss to the Artist by the Theatre, the Theatre or Insurer shall be subrogated to all rights of the Artist to the extent of such payments.

## **33:00 POSTING OF SECURITY**

### **33:01 Maintenance of Satisfactory Security**

#### **(A) Requirement**

It is the essence of the ITA and all ITA Engagement Contracts, and a condition precedent to the engagement of the Artist, which the Theatre shall file and maintain with Equity satisfactory security as required by this Clause. Such satisfactory security shall include agreements in the form of Letters of Credit and Security Agreements.

#### **(B) Liability**

If contracts are issued to Artists without the Theatre having posted security in accordance with Clause 33:02, upon notification by Equity, the Theatre shall be liable for payment of one (1) week's minimum fee for each contract so issued, unless proper security is arranged within one (1) business day, such monies to be payable to Equity to be used for unsatisfied judgements.

### **33:02 Calculation of Amount**

#### **(A) Standard and Peak Security Requirements**

##### **(i) Forms of Acceptable Security**

The Theatre shall be ineligible to engage Equity members unless and until it shall have arranged or deposited with Equity cash, a Letter of Credit (using sample wording agreed to by Equity), or an Equity approved Bond Insurance Program surety sufficient to ensure the payment of Artist's Contractual Fees for the maximum number of Artists to be engaged during a production or season.

##### **(ii) Calculation of Amount**

The cash, Letter of Credit, or Equity approved Bond Insurance Program surety shall be equal to Contractual Fees for two (2) weeks (for Directors, Choreographers, Fight Directors and Intimacy Directors contracted on a per production basis the security required is the total Contractual Fee) plus an additional percentage equivalent to the percentage total of GST, HST, or QST dependent on the Theatre's Point of Origin for each Artist engaged by the Theatre.

##### **(iii) Security Increase Required For Touring**

In the case of touring, the security shall be increased by the equivalent of fourteen (14) days of the Artists' per diem. Letters of Credit may include an expiry date, provided said expiry date occurs at least two (2) months after the close of a season or production. Letters of Credit will be released before expiry if requested, once all contractual obligations to Equity and its members have been met.

#### **(B) Peak Security**

##### **(i) Theatre's Ability to Post Peak Security**

Theatres which have produced at least three (3) seasons under the full terms and conditions of the Independent Theatre Agreement, and which are not in arrears with remittances and do not have a history of such arrears, may calculate the amount of security on a "peak" basis. Peak is the consecutive two (2) week period of the season with the highest cumulative amount of Contractual Fees. For the purpose of this determination and calculation, the full Contractual Fee for a Director, Choreographer, Fight Director or Intimacy Director shall be included in the first week of the rehearsal period of the Artist's engagement. The amount of security required shall be equal to the sum of the Artists' Contractual Fees for this peak period, plus an additional percentage equivalent to the total of GST, HST, or QST dependent on the Theatre's Point of Origin for each Artist engaged by the Theatre.

(ii) **Summary Requirements For Peak Security**

The Theatre shall provide Equity with a detailed summary of the productions in the season, the number of Artists to be engaged in each discipline, the dates of engagement, and the anticipated Contractual Fees for the Artists to support this calculation. This amount shall be deposited with Equity in cash, by Letter of Credit (using sample wording agreed to by Equity), or an Equity approved Bond Insurance Program surety prior to issuing any ITA Engagement Contract for the season, which shall be maintained for the duration of the season, and released on request following the conclusion of the final production subject to Clause 33:03. Should the amount of security required by this calculation increase during the season based on the actual amount of the negotiated Contractual Fees, the Theatre shall augment the security deposited with Equity in accordance with Clause 33:01.

**33:03 Release**

Letters of Credit or cash deposits will be released within ten (10) business days of receipt of a written request for same, where all contractual obligations to Equity and the Artists have been met. Equity agrees to contact the Equity Liaison and/or members of the company where a confirmation of fulfillment of the Theatre's contractual obligations has not been received from the Liaison in reference to a request for a release and agrees to process the release or partial release if requested where it can satisfactorily verify the fulfillment of the contractual obligations.

In the case of Joint Productions produced under Article 54:00, the security for each partner in the Joint Production shall be released according to the above provisions as each partner's contractual obligations are met.

**33:04 Cash Deposits**

Where the Theatre deposits cash with Equity, it shall receive interest payments on such deposits as may be agreed upon in writing between the Theatre and Equity.

**33:05 Theatres in Arrears**

Where Equity can demonstrate that a Theatre is substantially or repeatedly in arrears with remittances (see Clause 16:15), as stipulated in the ITA, Equity shall have the right to increase the amount of security required. Where Equity requires an increase to the amount of security, the Theatre shall immediately provide such an increase. However, if the Theatre disputes the increase, it may, after having provided the increase, have recourse to the provisions of Article 52:00 for the relief of this requirement.

**33:06 Drawing Upon Security**

No Equity member shall work, or be required to work or continue in the engagement of any Theatre, if and when the security arrangements shall not meet the requirements of this Article. In addition to the provisions of Clause 11:01 and Article 52:00, Equity may draw upon the securities posted to meet payment to Artists of unpaid fees, including payments for additional services, applicable service taxes, deducted dues payments and joining fees, remittances to Equity (see Clause 16:15), and transportation costs of the Artist to the Point of Origin and return to the Artist's place of residence (see Clause 16:09), provided that it shall simultaneously inform the Theatre of its action. However, the Theatre recognizes Equity's need to protect the interests of the Artists in an emergency, and, therefore, should it prove impossible to contact the Theatre or its authorized representative in an emergency, Equity may proceed to draw upon security.

## **34:00 ENGAGEMENT CONTRACTS**

### **34:01 Continuous Engagement**

Except where otherwise noted in this Agreement, continuous engagement of the Artist is of the essence of all ITA Engagement Contracts. Engagement thereunder shall begin on the date of the beginning of rehearsals or required start date for work at the Theatre if earlier, and shall continue until terminated as herein provided, and not otherwise. All calculations of sums due or benefits accruing to the Artist shall be computed on the basis of consecutive rehearsals and consecutive engagement.

### **34:02 Minimum Period**

The minimum period of engagement shall be two (2) weeks. For festivals, showcases and industry events, the minimum contract period may be one (1) week. Further opportunities may exist where an engagement of less than two weeks may be allowed with the written approval of Equity.

The preparation period for Stage Management for short contracts will be determined in discussion between the Theatre and the Stage Manager per Clause 63:06(A).

## **35:00 CONTRACTS**

### **35:01 Standard ITA Engagement**

A standard ITA Engagement Contract is a contract which does not in any way amend the basic minimum provisions of the ITA with respect to the minimum period of engagement.

### **35:02 Run-of-the-Play ITA Engagement**

A Run-of-the-Play ITA Engagement Contract is a contract in which the basic minimum provisions of the ITA are specifically amended within the ITA Engagement Contract to prohibit termination for a period of one (1) year from the beginning of the engagement except by mutual consent of the parties to the contract following consultation by the Artist with Equity and receipt of Equity's approval or by virtue of company closing.

A Run-of-the-Play ITA Engagement Contract may not contain an option with respect to an extension of the engagement period.

#### **(A) Rider**

The standard ITA Engagement Contract may be designated a Run-of-the-Play ITA Engagement Contract by the addition of a rider which stipulates:

The Theatre and the Artist agree that this ITA Engagement Contract is designated as a Run-of-the-Play ITA Engagement Contract pursuant to the provisions of Clauses 35:02, 35:11, 38:08, 38:11, and 38:15(C).

ITA Engagement Contracts which do not contain this wording will not be accepted as Run-of-the-Play ITA Engagement Contracts.

#### **(B) Period**

The period of engagement for a Run-of-the-Play ITA Engagement Contract shall be for the run of the play to a maximum of one (1) year in the first instance, and shall begin on the date of the first rehearsal. The run-of-the-play fee requirements will also begin as of the first rehearsal. After the first twelve (12) month period, extensions of Run-of-the-Play ITA Engagement Contracts shall be for a minimum of three (3) months, to a maximum of one (1) year.

#### **(C) Application**

A Run-of-the-Play ITA Engagement Contract can only be applied to a single production which has no scheduled closing date.

#### **(D) Fee**

The Artist's Contractual Fee for a Run-of-the-Play ITA Engagement Contract shall be not less than as specified in the current ITA Fee Booklet per week above the applicable minimum fee.

**(E) Conversion to Run-of-the-Play Engagement**

The Theatre may convert the standard ITA Engagement Contract to a Run-of-the-Play ITA Engagement Contract at any time after it has been executed, provided that the Artist agrees and shall be paid not less than as specified in the current ITA Fee Booklet per week above their original Contractual Fee. This change must be effected by a rider to the Artist's ITA Engagement Contract which also contains the wording specified above.

**(F) Notice**

The Theatre agrees to make every effort to provide the Artist engaged to a Run-of-the-Play Engagement Contract with four (4) weeks' notice of the Theatre's intention to offer a further contract beyond the expiry of the initial run-of-the-play period.

**35:03 Guaranteed Engagement**

A Guaranteed ITA Engagement Contract is a contract in which the basic minimum provisions of the ITA are specifically amended to prohibit termination, prior to the final date of the engagement specified on the contract except by mutual consent of the parties to the contract, following consultation by the Artist with Equity and receipt of Equity's approval. A Guaranteed ITA Engagement Contract may contain an option with respect to an extension of the engagement (see Clause 35:11).

**(A) Rider**

The standard ITA Engagement Contract may be designated as a Guaranteed ITA Engagement Contract by the addition of a rider which stipulates:

The Theatre and the Artist agree that this ITA Engagement Contract is designated as a Guaranteed ITA Engagement Contract pursuant to the provisions of Clauses 35:03, 35:11, 38:09, 38:11, and 38:15(C) of the ITA.

ITA Engagement Contracts which do not contain this wording will not be accepted as Guaranteed ITA Engagement Contracts.

**(B) Period**

The period of engagement for a Guaranteed ITA Engagement Contract shall begin on the date of the first rehearsal and end on the final date of the engagement which must be specified on the ITA Engagement Contract. A Guaranteed ITA Engagement Contract may be applied to a single production or to an engagement involving more than one (1) production in stock or repertory.

Nevertheless the guaranteed period shall not extend beyond fifty-two (52) weeks from the date of the first rehearsal specified in the contract.

**(C) Fee**

The Artist's Contractual Fee for a guaranteed ITA Engagement Contract shall be not less than as specified in the current ITA Fee Booklet above the minimum fee.

**35:04 Requirement to File**

No Artist may begin an engagement unless an ITA Engagement Contract has been completed and a copy filed with Equity.

**35:05 Execution and Filing of**

**(A) Triplicate**

ITA Engagement Contracts must be executed in quadruplicate:

- (i)** one (1) copy retained by the Theatre; and
- (iii)** one (1) copy filed with Equity by the Theatre; and
- (iv)** one (1) copy retained by the Artist.

All three (3) required copies of each ITA Engagement Contract must bear original signatures.

**(B) Confidentiality**

Equity and the Theatre agree that the details of Artists' contracts will be held in strictest confidence.

**(C) Deadlines for Filing**

No more than ten (10) days from the date of the Artist receiving the contract, the Artist shall file signed appropriate copies of the contract with the Theatre. The Theatre shall file with Equity the appropriate copies as above of the fully executed contract within five (5) business days (Saturday, Sunday, and holidays excluded) of receipt of same, and, in any event, no later than the first day of the engagement. Should the Theatre not do so, and the Artist has filed their contract with the Theatre as required above, then the Artist may, at any time, terminate their contract without notice, and the Theatre shall pay to the Artist such amount as the Artist may be entitled to under the ITA for a breach thereof (see Article 11:00).

In the case of Workshops or Readings, the ITA Engagement Contract shall be filed no later than the second business day following the first day of the Artist's engagement.

A notice will be sent to the Theatre on the first occasion that contracts are late, advising the Theatre of that fact and identifying, for information purposes only, what the administrative fee would have been on that production. Starting with the second production in each year for which a Theatre files late contracts, Equity shall notify the Theatre that an administrative fee of five dollars (\$5.00) per contract per day that each contract is late will be applied, until such time that the contract(s) is filed with the Equity office. The "second production" is understood to be the first production where contracts are late in each year of the fee schedule.

Where the late filing is caused by delays by the Artist or the Artist's representative (Agent), the Theatre can send to Equity written proof in the form of email on the first day of engagement and no administrative fee will be charged. Equity may elect to fine their member Artist separately.

Equity will submit an invoice to Theatres outlining all remittances at the close of a production.

**35:06 Effective Date**

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

**35:07 Changes and Alterations**

The Theatre and the Artist may negotiate changes or alterations to the contract which do not reduce the minimum conditions set forth in the ITA but neither the Theatre nor the Artist may waive any of the minimum conditions set forth in the ITA without the written consent of Equity.

If, in the opinion of Equity any riders, changes, alterations, waivers or substitutions, or any part thereof, are not appropriate under the ITA, such riders, in whole or in part, may be made void, at the option of the Artist, Equity consenting. It shall be the duty of the Theatre, not the Artist, to submit proposed changes to Equity for written approval by a duly authorized representative. The Theatre agrees to send all proposed alterations, waivers or substitutions to Equity in writing

Equity agrees to respond to such proposals within ten (10) business days after receipt thereof. Equity shall confirm its decision in writing. If Equity has not signified disapproval within the above stipulated time period, such proposals shall be deemed approved.

The Theatre agrees that all blanks on the face of the contract including date of first public performance, Role and/or Track, fee, and required date of arrival, will be filled in, in writing, before signing or delivery of the contract.

When the same alteration or change is required for several contracts, the Theatre may propose a single rider to be executed with all of the Artists, such proposals to be reasonably accepted by Equity.

A rider to the ITA Engagement Contract shall not be required to correct administrative or clerical errors or omissions when such correction is confirmed in the written notification from Equity and not disputed by the Theatre.

### **35:08 Execution of Engagement Contracts**

#### **(A) Issuing Of**

When the Theatre confirms to the Artist that agreement has been reached on the negotiated terms for an upcoming engagement, the Theatre shall issue an ITA Engagement Contract to the Artist within ten (10) business days. In any event an Artist must receive their ITA Engagement Contract no later than twenty (20) business days prior to the start date of their engagement.

This provision does not apply to activities contracted under Article 56:00 or Article 57:00 in which the contracted engagement period is less than two weeks.

#### **(B) Signing Of**

Unless contracts are signed concurrently, they must be signed first by the Theatre. If the contract is not signed concurrently the Theatre may in writing at the time of sending the contract to the Artist notify the Artist that unless the contract is signed and returned or postmarked, by the Artist to the Theatre within ten (10) business days (Saturday, Sunday and holidays excluded) after receipt thereof by the Artist, the offer of engagement is withdrawn and the contract shall be null and void.

### **35:09 Roles Unassigned at Time of Contracting (Cast by Consent)**

It is understood that productions may involve non-speaking, unnamed or smaller roles which may be difficult to assign at time of contracting. Similarly, a production may wish to make creative use of Actors to populate the world on stage, or to support the narrative through the handling of transitions, and that such use of Actors may evolve over the course of rehearsals. Such roles and stage business are deemed "Cast by Consent" and are subject to the conditions and considerations outlined below.

Notwithstanding the ensuing, and with full respect for the evolving, organic needs of the creative process, Theatres are strongly encouraged to identify and establish the majority of non-speaking, unnamed or smaller roles at the contracting stage, in order to limit the number of assignments that are treated as "Cast by Consent".

Should an Actor be asked to perform in a Production that they were not originally contracted for, the Role in the additional Production is to be considered an Additional Duty and not a "Cast by Consent" assignment.

#### **(A) Prior Knowledge**

- (i)** The Theatre will make every effort at the time of offer to provide the Actor with all available information about the production's concept and/or context. Such information is especially important where a production deals with issues of violence or trauma, or depicts Underrepresented Groups, or where it may be reasonably anticipated that an Actor's identity may intersect with or reinforce harmful or demeaning stereotypes.
- (ii)** Upon request, the Theatre will facilitate communication between the Actor and Director to discuss intentions and expectations.
- (iii)** It is understood that certain types of work or ways of working (e.g., Workshops, or work that is devised) entail the development of characters, story, and/or context as an integral part of the rehearsal process and thus preclude clear assignment of roles at time of contracting. Where a definitive character list is not available or finalized at the time of contracting, Theatres are nevertheless encouraged to share information about the production as may be available.

**(B) Multiple Productions (Stock and Repertory)**

- (i) All productions in which the Actor is to appear will be specified in their contract, along with the Actor's role assignments in those productions, which may include "Cast by Consent" for unspecified roles.
- (ii) Where season programming is not entirely set at time of contracting, an Actor may agree to appear in a production "to be announced". If productions are subsequently added to the season, the Actor is not obligated to appear in such additional productions without consent, and such appearance(s) must be properly negotiated and ridered to their contract.

**(C) Understudy Assignments**

A Cast by Consent assignment may only include an Understudy assignment if such is indicated on the contract at time of contracting. Roles or tracks to be understudied must be specifically designated in a rider to that contract no later than fourteen (14) days after the first public performance, or three (3) days following the official opening, whichever comes first.

If the Theatre fails to execute a rider as above, the Actor will be relieved of any responsibility to assume the Understudy assignment. In such circumstances, should the Theatre still request the Actor to accept the assignment, Clause 16:11(A) (Additional Duties) shall apply.

For the purpose of this Clause, Understudy assignments are deemed to include portions of another Actor's assignment in the production.

**(D) Changes After Contracting**

It is understood that a production will evolve over the course of pre-production and/or the rehearsal process, and that timely and transparent communication are essential to maintaining a safe and respectful workplace.

**(i) Ongoing Consent**

Where an Actor contracted as Cast by Consent is informed of an altered approach to production or changes to their roles or stage business that may result in offensive racial, cultural or identity stereotypes, or may be experienced by the Actor as triggering or traumatizing, the Actor will have forty-eight (48) hours (from the time of receiving the information) to consider the change before consent is assumed. It is recognized that an Actor need not be involved in a piece of stage business for them to experience a negative impact.

**(ii) Right to Decline**

Where in rehearsal an Actor objects to such an assignment change, their reasons for objecting should be promptly communicated to the Director and/or Theatre (whichever is appropriate) so that the concerns may be addressed or the assignment reallocated. Such communication should be done in the presence of the Stage Manager, and upon request, another person of the Actor's choosing.

It is understood that a Cast by Consent assignment cannot be declined based on its size or perceived lack of artistic interest.

**(iii) Non-retaliation**

The Theatre recognizes the Actor's right to engage in the consent-based process detailed in this Clause and will not allow its use to become the basis for reprisal including with respect to future engagements.

**(E) Assignment Changes After Opening**

Where an Actor undertakes a Cast by Consent assignment, their roles and stage business are deemed to be "set" as of the official opening of the production. If their assignment is significantly altered after opening, such alterations will be agreed to in writing as a rider to their contract, and compensated as per Clause 16:11(A) (Additional Duties).

### **35:10 Concurrent Engagements**

The ITA Engagement Contract of the Artist shall take precedence over any other concurrent contract which the Artist may have signed with the Theatre for services which do not fall within Equity's jurisdiction.

### **35:11 Exercising of Options**

#### **(A) Specified Options**

Should an option be exercised on the services of the Artist, the Theatre agrees that the terms and conditions, including the date by which notice is to be served, must be included in the Artist's ITA Engagement Contract. The presence of an option clause in the Artist's contract is not a guarantee of engagement and does not override Article 38:00 (Termination).

#### **(B) Written Notice for Productions Running More than Three Weeks**

Where the production is scheduled to run for more than three (3) weeks, the Theatre agrees to inform the Artist in writing not less than two (2) weeks prior to the beginning of the option period of its intention to exercise the option, failing which, the option becomes null and void.

#### **(C) Notice for Productions Running Three Weeks or Less**

Where the production is scheduled to run for three (3) weeks or less, the Theatre agrees to inform the Artist in writing not less than one (1) week prior to the beginning of the option period of its intention to exercise the option, failing which the option becomes null and void. Further, the Artist may give one (1) week's notice of termination when the Theatre indicates its intention to exercise the option. Where the Theatre exercises the option, it shall be responsible for changes in travel arrangements and accommodation and shall reimburse the Artist for any additional costs incurred.

#### **(D) Filing of Notice**

Notice of intention to exercise an option must be in writing and a copy must be filed with Equity.

#### **(E) Options on Guaranteed Engagements**

Options to extend a Guaranteed ITA Engagement Contract may only be used under the following conditions:

##### **(i) Notice**

The Theatre must give the Artist not less than four (4) weeks' notice in writing prior to the beginning of the option period, of its decision to exercise the option. The date of such notice shall be stipulated in the option rider. Failure to exercise an option as outlined above shall render said option null and void.

##### **(ii) Period**

Once an option to extend has been exercised, said option period shall be considered part of the guaranteed engagement period and subject to the provisions of Clauses 35:03 and 38:09.

##### **(iii) Termination by Artist Prior to Beginning of Option Period**

If, prior to the exercise of an option to extend, the Artist serves notice that they wish to terminate their contract at the end of the originally guaranteed period, then the period covered by the option shall not be considered part of the guaranteed engagement period and the contract shall be deemed to terminate at the end of the originally guaranteed period.

#### **(F) Options on Run-of-the-Play Engagements**

Options on Artist's services are not permitted on Run-of-the-Play ITA Engagement Contracts.

#### **(G) Limitation to Holdover Option(s)**

In no event may the option period(s) on an Artist's ITA Engagement Contract be longer than the original run of performance weeks as stipulated on the Artist's ITA Engagement Contract without Equity's prior written consent.

### **35:12 Most Favoured Nations/Inclusive of Penalty Payments**

So-called "most favoured nations" riders, which state that no Actor in the production shall be paid an equal or higher fee than the Artist named on the face of the contract, or so-called "favoured nations" riders, which state that no Actor in the production shall be paid a higher fee than the Actor named on the face of the contract, are deemed unacceptable and are not permitted.

Additionally, any riders which state that the fee specified on the face of the contract is inclusive of payments for additional services, additional duty or other duty fees (see Clauses 16:11, 63:15, and 63:14), that may be due to the Artist or Equity under the ITA are unacceptable and are not permitted.

### **35:13 Replacement Artist Rehearsal Hours**

When a Theatre replaces an Artist either in a currently running production or for a Revival, the Theatre shall include the number of rehearsal hours prior to technical rehearsals or the Artist's first public performance, whichever is sooner, in a rider to the Artist's ITA Engagement Contract.

The Theatre will engage the Artist for a minimum of fourteen (14) rehearsal hours prior to technical rehearsals or first public performance, or will pay a one-time additional amount of not less than fifty (50%) percent of the Artist's Weekly Contractual Fee. Should the Theatre require the Artist to learn the role prior to the start of their ITA Engagement Contract, this will be contracted in accordance with Clause 24:03(M).

This Clause shall not apply in cases of an Emergency Replacement when the Artist is engaged under Clause 40:04.

## **36:00 BINDING EFFECT OF AGREEMENT**

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

All ITA Engagement Contracts signed pursuant to the ITA 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 controls, and are hereby agreed to be adopted as their ITA Engagement Contracts by each of them.

## **37:00 PERFORMANCES AND/OR REHEARSALS LOST**

If the company cannot rehearse or perform because of the serious and prolonged illness or the death of a prominent member of the cast, fire, accident, strikes, riot, Acts of God or act of the public enemy, which could not be reasonably anticipated or prevented, then the Artist shall not be entitled to their Contractual Fee for the time during which their services shall not for such reason or reasons be rendered, except that the Artist shall receive one-seventh (1/7) of the minimum fee for the applicable Company Category for each day on which rehearsals or performances are not given thereafter including the Artist's Free Day. Should any of the foregoing conditions continue for a period of ten (10) days or more, either party may terminate the ITA Engagement Contract immediately and the Theatre will pay the Artist for all services to date and their transportation back to the place of residence. If the above should occur outside the Point of Origin, the Artist will receive the applicable per diem during the ten (10) day period.

## **38:00 TERMINATION**

### **38:01 Notice Period**

#### **(A) Two Weeks Minimum**

The minimum period of notice of termination for the Artist shall be two (2) weeks.

#### **(B) More Than Two Weeks**

If an Artist's ITA Engagement Contract specifies a notice of termination greater than two (2) weeks, said greater period shall be substituted for "two (2) weeks" where used in the ITA. However, such notice of termination may not be longer than one-third (1/3) of the total length of the engagement period, but in no case longer than four (4) weeks.

#### **(C) Termination Rider**

For each ITA Engagement contract that is terminated, the Theatre will file a termination rider with Equity that is signed by both parties. The Termination Rider will include: the date of termination; the applicable termination clause; the date of the last day worked; and the date final payment shall be made.

### **38:02 Delivery of Notice**

#### **(A) Written**

It is the essence of all ITA 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 immediately by the party (Artist or Theatre) giving notice.

#### **(B) Methods For**

All notices to the Theatre must be given to its designated representative in writing. Notice to the Artist must be given to them personally in writing unless they are not at the theatre location, in which case it may be given by registered mail to their last known address and by email copying Equity.

#### **(C) Call Board**

All communications which refer to the company in general shall be posted on the call board.

#### **(D) Timing**

- (i) Individual notices of termination given at or before the Half-Hour Call on the first performance day of the Engagement Week and which take effect at the end of the final day of the week following shall be deemed two (2) weeks' notice.
- (ii) Notices must be delivered at or before the commencement of the first call of the Engagement Week. Any notice given later will not take effect until the following week.

### **38:03 Deductions**

Deductions pursuant to Clause 3:03 shall apply to termination payments. However, when the Artist is not allowed to work out the notice period the deduction for insurance shall not apply.

### **38:04 Termination Before Rehearsals**

ITA Engagement Contracts may, before the beginning of rehearsals, be terminated as follows:

#### **(A) Notice By Artist**

By the Artist giving written notice to the Theatre prior to the first day of rehearsal specified in the ITA Engagement Contract, and paying it no less than two (2) weeks' Contractual Fee or for the notice of termination period stated on the ITA Engagement Contract, should said period be longer than two (2) weeks. Termination payments must be paid to the Theatre within two (2) weeks of the notice being given or by a schedule mutually agreed upon between the Artist and Theatre.

**(B) Notice By Theatre**

By the Theatre giving written notice to the Artist prior to the first day of rehearsal specified in the ITA Engagement Contract and paying the Artist a sum equivalent to not less than two (2) weeks' Contractual Fee or for the notice of termination period stated in the ITA Engagement Contract, should said period be longer than two (2) weeks. Termination payments must be paid to the Artist within two weeks of the notice being given or by a schedule mutually agreed upon between the Artist and Theatre.

**(C) Accident, Illness or Pregnancy**

Should the Artist be obliged to terminate their ITA Engagement Contract due to an incapacitating accident or illness or due to pregnancy, they will not be required to give notice and there will be no penalty payment. They must inform the Theatre of the accident or illness or pregnancy as soon as possible and provide a doctor's certificate upon request.

**38:05 After Beginning of Engagement**

Individual notice of termination of a standard ITA Engagement Contract after the beginning of an engagement may not be less than two (2) weeks. If notice of termination is greater than two (2) weeks, it shall be specified in a rider to the ITA Engagement Contract.

**38:06 During Rehearsals**

**(A) By Artist**

During rehearsals, the Artist may terminate their ITA Engagement Contract by paying the Theatre the Contractual Fee multiplied by the number of weeks specified in the notice clause in their ITA Engagement Contract. However, the termination of the Artist's services to the Theatre may not occur within the period beginning two (2) weeks prior to and ending two (2) weeks after the first public performance dates specified in the ITA Engagement Contract.

**(B) By Theatre**

During rehearsals, the Theatre may terminate the Artist's ITA Engagement Contract by paying them the Contractual Fee multiplied by the number of weeks specified in the notice clause in their ITA Engagement Contract except if the Artist's ITA Engagement Contract is terminated during the two (2) weeks prior to the specified first public performance in which case the minimum payment shall be no less than four (4) weeks' Contractual Fee.

**(C) Special Conditions**

During rehearsals for a production with a running time of sixty (60) minutes or less, or when the rehearsal period is two (2) weeks or less, a standard two (2) weeks' notice of termination may be given by either party as stipulated in Clause 38:02.

**(D) Extended Notice**

A standard ITA Engagement Contract with an extended termination notice rider may be terminated by immediate payment of the Contractual Fee for the full period of notice.

**38:07 Termination After First Public Performance**

**(A) Notice**

Either party may terminate the ITA Engagement Contract at any time on or after the date of the first public performance by giving the other party the notice specified in the ITA Engagement Contract but in no event shall the period of termination notice be less than two (2) weeks.

**(B) Extended Notice**

A standard ITA Engagement Contract with an extended termination notice rider may be terminated by immediate payment of the Contractual Fee for the full period of notice.

### **38:08 Run-of-the-Play Contract**

A Run-of-the-Play ITA Engagement Contract can be terminated by mutual agreement of the parties in writing, and such mutual agreement shall be filed with Equity. Before rehearsals begin, a Run-of-the-Play ITA Engagement Contract may either be terminated by mutual agreement of the parties in writing or by the immediate payment of four (4) weeks' Contractual Fee by the party initiating the termination.

After the beginning of rehearsals, where mutual agreement is not reached, the ITA Engagement Contract must be fulfilled, or the party initiating termination must give at least one (1) week's notice and shall be liable to the other party for the Contractual Fee from the date of the last service performed by the Artist, to the closing date of the production, or the final date of engagement, whichever is sooner and which in no case shall be greater than twelve (12) months from the date of commencement of the ITA Engagement Contract. Termination payments shall be made weekly or on a mutually agreed schedule. Clause 3:03 shall not apply to termination payments made pursuant to the above provisions.

The following Clauses shall not apply to Run-of-the-Play ITA Engagement Contracts: 35:03, 38:01, 38:04, 38:05, 38:06 and 38:07.

### **38:09 Guaranteed Engagement Contract**

A Guaranteed ITA Engagement Contract can be terminated by mutual agreement of the parties, in writing and such mutual agreement shall be filed with Equity. Where mutual agreement is not reached, the ITA Engagement Contract must be fulfilled, or the party initiating termination must give at least one (1) week's notice and shall be liable to the other party for the Contractual Fee from the date of the last service performed by the Artist to the termination date indicated on the face of the ITA Engagement Contract. Termination payments shall be made weekly or on a mutually agreed schedule.

Clause 3:03 shall not apply to termination payments made pursuant on the above provisions. No layoffs are permitted on Guaranteed ITA Engagement Contracts. The following Clauses shall not apply to Guaranteed ITA Engagement Contracts: 35:02, 38:01, 38:03, 38:04, 38:05, 38:06, 38:09 and 38:10.

### **38:10 Company Termination Before Opening**

If a production for which the Artist is engaged is discontinued, abandoned or postponed, before or during rehearsals, the Theatre shall pay the Artist two (2) weeks' Contractual Fee in lieu of notice and also any additional sums due to the Artist.

This Clause does not apply to Artists engaged for more than one (1) production on the same ITA Engagement Contract, where the Artist's period of engagement and Contractual Fee is not affected by the discontinuance, abandonment or postponement of a production.

### **38:11 Notice After Opening for a Production or Season ("Company Closing Notice")**

#### **(A) Application**

This Clause applies to Run-of-the-Play ITA Engagement Contracts but not to Guaranteed ITA Engagement Contracts.

#### **(B) Requirement**

No closing notice or payment in lieu thereof shall be required where the termination date of the production or season is the same as that stated in the ITA Engagement Contract. However, if any Artist's contract bears an option rider, notice of closing must be posted and a copy filed with Equity.

#### **(C) Early Closing**

Should the Theatre close a production or season prior to the date stated in the ITA Engagement Contract, two (2) weeks' notice of closing must be posted, and a copy filed with Equity. However, in the event of an extension beyond the originally contracted termination date on the Artist's contract, or in the event there is no final performance stated in the ITA Engagement Contract, one (1) week's notice must be posted and a copy filed with Equity or the Theatre must pay one (1) week's Contractual Fee, plus per diem, if applicable, in lieu thereof.

**(D) Definition of Notice "Weeks"**

For the purpose of this Clause "two (2) weeks' notice" shall constitute two Monday-to-Sunday periods and "one (1) week's notice" shall constitute one Monday-to-Sunday period.

**(E) Timing**

Closing notice given at or before the Half-Hour Call on the first day of the second Engagement Week prior to closing shall be deemed two (2) weeks' notice and on the first day of the last Engagement Week prior to closing shall be deemed one (1) week's notice. If for any reason there is no performance on the days specified in this paragraph the Artist will be duly notified of the posting of closing notice by telephone prior to 8:00 p.m.

However, where an Artist is unreachable by telephone, the Theatre must dispatch confirmation of the notice of closing to the Artist by email, copying Equity, on the same day, and in any event the Theatre must still post the closing notice on or before the days specified in the preceding paragraph.

**(F) Company Notice**

Closing notice shall supersede any individual notice of termination then outstanding with the exception of Guaranteed ITA Engagement Contracts which may not be terminated other than as provided for in Clause 38:09.

**38:12 Extension of ITA Engagement Contract**

**(A) Absence of Option**

In the absence of an option to extend the ITA Engagement Contract, should the Theatre wish to extend beyond the originally contracted closing date the Artist, at the Artist's option, may upon announcement of said extension, terminate their ITA Engagement Contract upon written notice, said termination to coincide with the originally contracted closing. Written notice under the above conditions may be less than two (2) weeks.

**(B) Written Agreement**

Should the Artist agree to remain at the Theatre for the extension of the ITA Engagement Contract, a written agreement, so stating, shall be executed by the Theatre, and a copy filed with Equity.

**(C) Right to Negotiate**

The Artist has the right to negotiate the terms and conditions under which they agree to the extension. At the end of the ITA Engagement Contract period, if the Artist is contracted to perform for part of a week, up to a maximum of four (4) days, compensation shall be pro-rated and the Artist paid at least one-sixth (1/6) of their Contractual Fee, plus per diem if applicable, for each day worked. (See Clause 16:10.)

**38:13 Payment Following**

Artists whose ITA Engagement Contracts are terminated under the above Clauses 38:11 and 38:12, shall be entitled to return transportation, and payment for all services to date.

**38:14 Absence due to Accidents Involving Extraordinary Risk**

When the Artist shall have absented themselves for seven (7) days by reason of accident involving Extraordinary Risk, the Theatre may terminate their ITA Engagement Contract by giving the Artist two (2) weeks' notice. Equity may, at its discretion, upon appeal of the Theatre, reduce this period.

However, in the case of an Artist engaged on a Run-of-the-Play or Guaranteed ITA Engagement Contract, the Artist must be reinstated upon recovery if they so desire on terms and conditions no less favourable than their original contract.

### **38:15 Absence Due to Illness or Accident**

#### **(A) Termination For**

When the Artist shall have absented themselves for seven (7) consecutive days by reason of illness or accident, the Theatre may terminate their ITA Engagement Contract at the end of the said seven (7) days effective immediately.

#### **(B) Payment**

This seven (7) day period shall be compensated at the Contractual Fee, plus per diem if applicable. The Theatre may, at its discretion require the Artist to present a doctor's certificate.

#### **(C) Replacement**

In the event of an incapacitating accident or illness, the Theatre may replace the Artist immediately, but the Theatre shall be obliged to compensate the Artist for the full seven (7) days.

However, in the case of an Artist engaged on a Run-of-the-Play or Guaranteed ITA Engagement Contract, the Artist must be reinstated if they so desire on terms and conditions no less favourable than their original contract.

The Artist shall advise the Theatre in writing at least two (2) full weeks prior to their expected date of return that the Artist is able to be re-instated. By mutual agreement, the Artist may be reinstated sooner, but in no event later than the expected date of return.

### **38:16 Military Service or Jury Duty**

If the Artist is called to report for military service or jury duty, the Artist may terminate their ITA Engagement Contract without penalty by giving the Theatre as much notice as the circumstances will permit. The Theatre agrees to pay the Artist's return transportation, and the Artist shall not be obligated for the payment of the transportation of successor.

### **38:17 Payment When Artist is Not Allowed to Work Out Notice**

Where it is provided in Article 38:00 that the Theatre may give notice of termination to the Artist during rehearsals, the Theatre will pay the Artist for the required termination notice period immediately, and the Artist's contract is terminated effective immediately.

Upon notice of termination of an Artist's ITA Engagement Contract when they are no longer called upon to perform, they shall be paid immediately and may immediately accept other engagements.

### **38:18 Rights After Giving Notice When Artist Secures New Engagement**

Should either party give the other any notice permitted under their ITA Engagement Contract, which terminates the same, at any future date, and should the Artist have or secure a new engagement, the Artist shall be permitted to attend those rehearsals under the new ITA Engagement Contract which do not conflict with the fulfilment of any of their obligations under their first ITA Engagement Contract or as stipulated in writing by Theatre to Artist.

### **38:19 Return Transportation Costs**

#### **(A) Termination by Theatre**

If individual notice of termination is given by the Theatre, it agrees to pay the Artist, in cash, the amount of the cost of transportation of the Artist, and their luggage back to place of residence, or to provide a ticket for same whether the Artist returns immediately or not.

#### **(B) Termination by Artist**

If the ITA Engagement Contract is terminated by the Artist, except as provided in Clauses 35:11, 38:12, 38:14 or 38:15 above, the Theatre shall not be responsible for the Artist's return transportation.

If the Artist has terminated their ITA Engagement Contract in order to accept another ITA Engagement Contract, the Artist agrees to reimburse the Theatre for any transportation costs a Theatre may have to pay for the Artist's successor, if any, up to an amount not exceeding the total cost originally incurred by the Theatre in bringing the Artist to work with the Theatre.

**38:20 Filing of Notice**

Copies of all notices of termination and/or extension referred to above shall be filed with Equity within ten (10) business days.

**38:21 Consecutive Engagements**

If, while away from the Point of Origin, the Artist is offered another ITA Engagement Contract by the same Theatre which is consecutive and if they are required to return to the Point of Origin on their Free Day in order to start work on their new ITA Engagement Contract then the Artist must be provided with an additional Free Day during the first Engagement Week of said consecutive ITA Engagement Contract, or in lieu thereof, paid an additional one-seventh (1/7) of their Contractual Fee under said consecutive ITA Engagement Contract.

**38:22 Re-Opening of Production**

A production, once closed, shall not be re-opened within eight (8) weeks of its closing under any Engagement Contract, or except as provided for in Article 37:00, or by the original Theatre within six (6) weeks of its closing under an ITA Engagement Contract, without the consent of Equity.

Upon written application, copies of which will be given to the Artists by the Theatre, this period may be reduced where it can be demonstrated to the satisfaction of Equity that the proposal is of benefit to the Artists and the Theatre.

**38:23 Bereavement Leave**

If any member of an Artist's immediate family is critically ill, or dies (father, mother, legal guardian, brother, sister, child, spouse or equivalent), the Theatre agrees to arrange for the Artist to be absent for up to three (3) days without loss of fee. Additionally, the Theatre will consider a request from an Artist for an absence for bereavement of a non-immediate family member, and the Theatre's permission for the Artist's absence will not be unreasonably withheld.

In such instance, any Artist brought in as a replacement who is not already under an ITA Engagement Contract will be paid in accordance with the provisions of Clause 40:04. However, other Artists in the production who may be required to attend replacement rehearsals for an Artist on bereavement leave will do so without additional payment.

**38:24 Growth**

Under no circumstances shall an Artist's growth be considered grounds for termination, unless it impinges on the artistic integrity of the production, to be determined by the Theatre.

**39:00 UNDERSTUDIES**

For the purposes of this Article, Understudy shall include Performing Understudy, Standby and Swing.

Should a Theatre elect to engage Understudies, the following Clauses shall apply.

**39:01 Programs**

The names of all Understudies shall be listed in the program, except that the Actor may, at their option, require a rider to the Artist's individual ITA Engagement Contract exempting the Artist's name from such listing.

**39:02 Rehearsals and Performances**

**(A) Line Rehearsal**

There shall be at least one (1) "line rehearsal" per production completed before the opening of said production. If this is in addition to the regular rehearsal hours, the Artist shall invoice the Theatre at the rate stipulated on line one (1) of Schedule "A" in the current ITA Fee Booklet.

**(B) Blocking Rehearsal**

**(i) Primary Understudy Tracks**

Blocking rehearsals for primary Understudy tracks culminating in a complete run-through rehearsal on stage must be completed within fourteen (14) days of the first public performance of each production. In repertory and Sector 2, blocking rehearsals including a minimum of one four (4) hour priority rehearsal call and culminating in a complete on-stage run-through rehearsal, must be completed within twenty-one (21) days after fourteen (14) public performances of each production.

Rehearsals for Understudies must commence no later than two (2) working days following the first public performance of each production.

Such rehearsals may take place under the supervision of the Resident Director or Assistant Director if there is one, or the Stage Manager.

**(ii) Secondary Understudy Tracks**

When the Theatre has cast secondary Understudy tracks, blocking rehearsals culminating in a complete run-through rehearsal on stage must be completed within fifty-six (56) days after fourteen (14) public performances for the second set of Understudies.

**(iii) Extending Timeline**

Should an Understudy not receive a run-through rehearsal on stage within the timelines outlined in this Clause, the Theatre shall pay the Artist an additional one-eighth (1/8) of the Artist's Contractual Fee for each week or part thereof until the run-through rehearsal has been completed.

If the production is already open, the provisions for rehearsal after opening (Clauses 24:10(A) or 53:03(A)) shall apply only during the week of the first public performance of replacement Artists with a Performing Understudy track. The Theatre shall designate the official opening for the replacement Artists, which shall not be more than three (3) days after the first public performance.

**(C) Pre-Conditions to Perform**

If the Artist has been contracted as a Standby or Swing to understudy a Role for one (1) week or less the Artist will not be required to perform it, but may read it in performance. Performing Understudies must have had the Role assigned to them at least two (2) weeks before they can be required to perform it. An Understudy may not perform unless the Understudy has had at least one (1) rehearsal on the set which may be an Emergency Rehearsal. However, an Understudy performing their assignment in the event of an emergency would not constitute a breach of this Clause.

**(D) Posting of List**

**(i) Single Production or Stock Company**

The list of Understudies must be posted on the company notice board before the end of the first week of rehearsal.

**(ii) Repertory Productions**

The list of Understudies must be posted on the company notice board before the end of the third week of rehearsals for the full cast, or forty-two (42) hours of rehearsal (excluding music only rehearsals for musical productions), whichever comes first. A copy of the list shall be filed with Equity no later than seventy-two (72) hours after it is posted.

If applicable, the Theatre will file updated versions of the list with Equity no later than seventy-two (72) hours after they are posted.

**(E) Permission to Withdraw from Performance**

The Actor 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 management and the Understudy. In such cases the Understudy will receive no additional pay, and the Actor understudied shall not suffer any loss of fee by reason of such withdrawal. Such arrangement must be in writing and signed by both Artists (Actor and Understudy) and the Theatre and at least forty-eight (48) hours' notice will be given to the cast of such a change.

**(F) Understudy and Replacement Rehearsals**

If the Theatre requires the Artist to rehearse on a day when the Artist is normally scheduled to perform, the Theatre may, with forty-eight (48) hours' notice, schedule the Artist to attend an Understudy or replacement rehearsal in lieu of the scheduled performance. The hours of the rehearsal shall not exceed the length of the normal show call, including the Half-Hour Call.

**(G) Understudy Fight Rehearsal**

Understudies and replacement Actors require fight rehearsals which should be under the supervision of the Fight Director or, where the Theatre deems appropriate, the Fight Captain or a designate of the Fight Director approved by the Theatre.

**(H) Understudy Intimacy Rehearsal**

The first time Understudies and replacement Actors rehearse scenes or moments of Intimacy, these rehearsals shall be under the supervision of the Intimacy Director. Where the Theatre deems appropriate, the Intimacy Captain or a designate of the Intimacy Director approved by the Theatre may supervise subsequent rehearsals.

**39:03 Contracting of Understudies**

**(A) Requirement for Contract**

No Artist shall be required to understudy a role unless they are contracted to do so in their ITA Engagement Contract, or unless the Artist's ITA Engagement Contract is amended by a rider to provide for the assignment(s).

**(B) Period of Understudy Assignment(s)**

An Artist shall be contracted to understudy a role from the date the Theatre has designated the assignment to the end of the production, or until such time that the understudy assignment has been transferred to another Artist.

If the Artist's original ITA Engagement Contract ends prior to the end of the production, and the Theatre does not transfer the assignment to another Artist, then the Theatre will engage the original Artist as a non-performing Understudy to the end of the production at the rate of thirty percent (30%) less than the original ITA Engagement Contract, or the prevailing legal provincial minimum wage, whichever is higher. If the Artist is required to perform, while they are a non-performing Understudy, then the Artist will be compensated at an additional one-eighth (1/8) of the original Contractual Fee for each such performance, to a maximum of an additional four-eighths (4/8) of the Artist's original Contractual Fee for any given week.

**39:04 Maximum Number of Roles**

An Artist who has been contracted as a Performing Understudy may be contracted to understudy up to four (4) roles per production, to a maximum of eight (8) roles per engagement. An Artist who has been contracted as a Swing may be contracted to understudy up to ten (10) roles or tracks per production with no more than four (4) principal tracks, to a maximum of fourteen (14) roles per engagement.

An Artist contracted as a Standby may be contracted to cover up to eight (8) tracks per engagement, of which no more than four (4) can be principal tracks. The maximum number of roles which an Artist may be assigned shall be stipulated in the Artist's contract if any Understudy assignments are "Cast by Consent".

### 39:05 Performing Understudies

**(A) Definition**

A "Performing Understudy" is an Artist who regularly performs their own Role or track in a production and is contracted for a production to learn the Role or track of another Artist, and perform it when such Artist is unable to perform

**(B) Weekly Compensation**

A Performing Understudy shall be free to negotiate additional weekly compensation at the time of contracting.

**(C) Payment Per Performance**

Except as provided for in Clause 39:02(E), a Performing Understudy who is contracted to perform a role in a production who is also contracted to understudy a role shall receive a minimum of an additional one-eighth (1/8) of the Artist's Contractual Fee for each performance in an Understudy track to a maximum four-eighths (4/8) per track per Engagement Week.

### 39:06 Swing

**(A) Definition**

A "Swing" is a non-performing Artist who has been contracted for a production to cover more than one (1) role or track with the majority of roles being Ensemble tracks. Notwithstanding the above, the Artist may provide atmosphere and background in a production provided the actions can be cut without replacement. They may speak in unison or unscripted lines and perform limited song and dance sequences in a crowd scene, but may not move a prop or set piece outside of Understudy tracks. Additionally, a Swing may be required to sing off-stage.

**(B) Weekly Compensation**

A Swing shall be paid not less than one-hundred and twelve percent (112%) of the applicable Minimum Fees.

**(C) Payment Per Performance**

A Swing shall receive no additional compensation for performing Ensemble tracks. For each performance in a principal role or track in an Engagement Week, a Swing shall receive a minimum of one-eighth (1/8) of the Artist's weekly Contractual Fee up to a maximum of four-eighths (4/8) per role or track.

### 39:07 Standby

**(A) Definition**

A "Standby" is a non-performing Artist who has been contracted for a production to understudy one (1) or more roles or tracks, with fifty percent (50%) or more roles or tracks being principal tracks and the remainder Ensemble tracks up to a maximum of eight (8) tracks in total. The Artist shall not have a regular on-stage or off-stage role or track in the production.

**(B) Weekly Compensation**

When contracted to understudy only one (1) principal role or track, a Standby shall be paid not less than the applicable minimum Contractual Fee. When contracted to understudy two (2) principal roles or tracks, a Standby shall be paid a performance premium of not less than an additional twelve percent (12%) of the applicable minimum Contractual Fee from the first public performance.

When contracted to understudy three (3) or more principal roles or tracks, a Standby shall be paid a performance premium of not less than an additional twenty percent (20%) of the applicable minimum Contractual Fee from the first public performance.

Notwithstanding the above, a Standby is free to negotiate additional compensation at the time of contracting.

**(C) Payment Per Performance**

A Standby shall not receive any additional compensation for performing an Understudy role or track.

### **39:08 Bit Cover**

#### **(A) Definition**

A "Bit Cover" is the performance of an Ensemble role or part of an Ensemble role which appears in one (1) or two (2) scenes in a performance. A Bit Cover may involve lines of up to a total of eight (8) exchanges with other characters or a monologue of not more than one (1) minute and appear in a scene in which the Artist would not otherwise appear as part of the Artist's role in that performance.

An Artist performing a non-Ensemble Role at a performance shall not also be required to concurrently perform a Bit Cover.

#### **(B) Payment Per Performance**

A Bit Cover shall be considered an Understudy assignment for the purpose of Clause 39:04. An Artist engaged as a performing Understudy shall be paid an additional one-sixteenth (1/16) of the Artist's Contractual Fee for each performance of a Bit Cover in addition to the Artist's regular performing assignment, or the performance of an Understudy assignment, to a maximum of four-sixteenths (4/16) per week per Bit Cover.

Notwithstanding the above, for a temporary replacement on a scene change for up to a maximum of eight (8) consecutive performances, additional compensation is not required.

### **39:09 Walking Covers**

#### **(A) Definition**

A Walking Cover is an Artist who has been contracted solely to understudy fewer than four roles in a non-musical production. Understudy assignments for Walking Covers may be "Cast by Consent", but no Artist may be required to accept understudy assignments in addition to those originally required unless such assignments are freely negotiated with the Artist and the Artist is paid not less than the additional duty compensation specified in Clause 16:11(A) in the current ITA Fee Booklet for each additional assignment(s). The Artist will receive no additional fee if the Artist performs a role which they have been contracted to understudy as a Walking Cover.

#### **(B) Fee**

When a Performer is engaged as a Walking Cover, the applicable minimum weekly fee shall be not less than 112% of the applicable Minimum Fees.

### **39:10 Specialty Assignment**

The Theatre and Equity shall review the needs of the production in a timely fashion, and jointly determine what constitutes a Specialty Assignment within the context of this Clause. Where the Theatre and Equity are in disagreement over a moment, the Theatre may appeal Equity's final decision to the Joint Administration Committee. Should the Joint Administration Committee be unable to reach a majority decision, the moment or effect shall not be considered a Specialty Assignment.

Where a Specialty Assignment involves appearing in more than one scene, this shall be identified to the Artist at the time of contracting, otherwise each appearance shall be considered to be an individual Specialty Assignment.

An Artist performing a non-Ensemble Role shall not also be required to concurrently perform a Specialty Assignment.

No Artist may be required to perform prop and/or puppet manipulation beyond the Artist's physical capabilities.

An Artist may be contracted to perform up to six (6) Specialty Assignments in lieu of an Understudy Role.

Where an Artist's Role or Understudy assignment includes one part of a Specialty Assignment, the Artist may agree to rehearse and maintain the specialties, as well as perform them when required. The Artist shall negotiate satisfactory additional compensation which shall not be less than as specified in the current ITA Fee Booklet per week per Specialty Assignment. Such additional compensation shall constitute part of the Artist's Contractual Fee, and shall be specified in a rider to the Artist's contract along with the requirements of the Specialty Assignment. Where the Artist has been contracted as above, the performance of a Specialty Assignment shall not be considered an additional Role for the purposes of Clauses 39:02 and 39:08.

### **39:11 Supplemental Business**

#### **(A) Definition**

"Supplemental Business" is a moment or bit not necessary to the continuity of the plot which does not involve specific lines or dialogue and could be cut from a production but is kept for artistic reasons. Supplemental Business may also include the movement of a prop or set piece which is otherwise part of another role that has been cut from the performance which does not result in a significant change to the Artist's blocking or in the Artist performing in a scene in which they would not otherwise appear as part of their role.

#### **(B) Payment Per Performance**

An Artist may agree to cover Supplemental Business for a performance for artistic purposes in addition to performing their regular role. The Artist will be compensated as specified in the current ITA Fee Booklet.

Notwithstanding the above, for a temporary replacement on a scene change for up to a maximum of eight (8) consecutive performances, additional compensation is not required.

### **39:12 Understudy Information for Stage Management**

On the first day of rehearsal, an outline of the Theatre's approved assignments and coverage for Understudies, Swings, Standbys, Bit Covers, and Walking Covers shall be provided to Stage Management.

## **40:00 CHANGES IN CAST AND REPLACEMENT OF ACTORS**

### **40:01 Notice of Replacements**

When an Understudy takes the place of an Artist, in a production, 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 printed programs or electronic update of the digital program; 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.

The Artist who replaces a non-professional may choose to waive the preceding provisions 40:01(i), (ii) and (iii).

For each failure to give required notice of substitution, the Theatre agrees to pay the Artist whose part is played by an Understudy or another Artist and also such Understudy or other Artist over and above their Contractual Fee a sum equal to two-eighths (2/8) of their Contractual Fee.

#### **40:02 Alternating Performances**

The Actor may give their consent to alternate with an Understudy or a successor. If the Actor is replaced by either an Understudy or successor, except in the case of emergency, illness or inability to perform, they may not be thereafter required to act again in the part or to report to the theatre for that purpose. Payments, however, shall continue to be made to them according to the terms of their ITA Engagement Contract or until the contract is terminated in accordance with the terms of the ITA.

However, an Actor may agree in a rider to their ITA Engagement Contract to alternate performances with another Actor. Notice that a role is being performed by more than one (1) Actor must be stated in the program and the Actor performing must be properly identified. If such notice is not included in the printed program, then any change of cast must be announced in accordance with Clause 40:01 above.

#### **40:03 Re-Engagement or Replacement of an Artist After Termination**

The Theatre may not reduce the Artist's Contractual Fee during the course of their engagement, including any subsequent extension(s) of the original engagement, whether under the same or a separate ITA Engagement Contract for that Artist.

Should the Theatre dismiss or give an Artist notice whereby it terminates their engagement it may not later re-engage them for the same part at less than the original Contractual Fee.

Should the Theatre dismiss or give an Artist notice whereby it terminates their engagement, it may not replace them by another Artist at less than the original Artist's Contractual Fee, without the written consent of Equity, such consent not to be unreasonably withheld.

#### **40:04 Emergency Replacement**

##### **(A) Not Originally Under Contract**

If an Actor cannot perform because of illness, injury or some other emergency, an Artist not under an ITA Engagement Contract to the Theatre may be contracted to replace them. The Artist shall be paid not less than two-sixths (2/6) of the applicable minimum fee for an onstage rehearsal in the venue, rehearsal followed by a performance, or the first performance they are required to cover. Any subsequent performance(s) covered by a replacement Artist will be compensated at no less than one-sixth (1/6) of the applicable minimum fee.

Alternatively, the Artist may be contracted on a standard ITA Engagement Contract – the choice to be made by the Theatre.

##### **(B) Artist Under Contract**

When an Actor who is under an ITA Engagement Contract to the Theatre replaces an Actor who cannot perform because of illness, injury, or some other emergency, but is not contracted to understudy the role, the performance of the role shall be deemed an understudy assignment, and the Artist shall be paid an additional one-eighth (1/8) of their Contractual Fee for each performance of the role.

#### **40:05 Riders**

When an Artist takes over or shares a role which they have been contracted to understudy, a new and separate rider to the Artist's ITA Engagement Contract shall be negotiated to govern the terms and conditions under which they replace or share with the original Artist. The Artist shall be deemed to have taken over a role at the time of the termination of the original Artist's ITA Engagement Contract, or the agreement of the original Artist to share the role. Except for termination due to illness or accident, when the Artist takes over the terms of Clause 40:03 shall apply.

## **41:00 PART CUT OUT**

If the part of an Actor is cut out at any time during rehearsals their ITA Engagement Contract may only be terminated upon payment of the balance due for the remainder of the scheduled rehearsal period or two (2) weeks' Contractual Fee, whichever is the greater. But in no event shall the Actor receive compensation less than that guaranteed on the face of their ITA Engagement Contract. If the part of an Actor is cut out after the first public performance, the standard termination provisions shall apply.

## **42:00 BILLING, DISPLAYS AND PROGRAMS**

### **Preamble**

All Artists covered by this Agreement (Performers, Directors, Choreographers, Stage Managers, Fight Directors and Intimacy Directors) shall receive billing as outlined in the clauses below.

The Artist shall have the right to negotiate special billing arrangements at the time of negotiating their ITA Engagement Contract. All billing arrangements (including but not limited to posters, brochures, paid advertising and all publicity material under the direct control of the Theatre and the type size and billing position therein) are to be specified in writing and attached as a rider to the ITA Engagement Contract prior to signing. The Theatre will not use the name of an Artist in an advertisement or announcement unless an ITA Engagement Contract has been signed, or unless permission is given by the Artist.

### **42:01 General Provisions – Billing**

#### **(A) Publishing of Billing**

The Theatre will publish the names of all Artists in the production, in at least one ad or some other form of promotional material, including online promotional materials, in a format other than those referred to in Clauses 42:03 and 42:04.

#### **(B) Billing Provisions**

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

#### **(C) Media Releases**

At least once per production, the Theatre shall include the names of all contracted Artists in at least one (1) media release, provided the Theatre issues media releases.

#### **(D) All Names Included on Website**

The Theatre shall include the names of all Artists involved in the production on its website.

### **42:02 Breaches**

Whenever a breach is claimed of a billing clause contained in an Artist's individual ITA Engagement Contract, Equity shall notify the Theatre in writing of said breach. Where it has been established that said breach has occurred as claimed, the Theatre shall rectify the breach within the prescribed timelines defined by the material:

Where the breach involves online or digital materials, the Theatre shall rectify the error within forty-eight (48) hours of notification without penalty. If the breach is not rectified online within forty-eight (48) hours of notification, the Theatre will pay to the Artist a sum equal to one-eighth (1/8) of the Artist's Contractual Fee for each week or part thereof that the breach continues.

Where the breach involves printed materials (billing in programs or newspaper advertising), the penalty shall be one eighth (1/8) of the Contractual Fee for the first week or part thereof that the breach continues following notification, and one sixteenth (1/16) of the Artist's Contractual Fee for each day thereafter. Exempted from this provision shall be posters on unpaid locations, and season or subscription brochures. Where it can be clearly demonstrated that the Theatre approved a correct copy of the material to be reproduced which did not breach the billing clause as claimed, then the Theatre shall not be liable to a penalty, on condition that it takes whatever steps are possible to immediately correct the breach.

#### **42:03 Photographs**

When possible within the limitations of the existing facilities and available space, the names of all Artists in the company shall be displayed in the front of the Theatre in which they perform.

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

- (i) prominently displayed and properly identified in the lobby; and/or
- (ii) reduced to an appropriate size and reproduced, properly identified, in the house program; and/or
- (iii) clearly displayed on a digital screen.

#### **42:04 Lobby/House Boards/Digital Screens**

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

#### **42:05 Artists Leaving a Production**

When an Artist leaves a production, their name and/or likeness must be removed from all front-of-house displays under the Theatre's control within three (3) days.

In connection with all publicity and promotional material under the Theatre's control, the Theatre shall do all in its power to remove the name and/or likeness of the Artist no longer in the production.

Should the Theatre fail to comply with this Clause within three (3) days of receiving written notice from the Artist, and/or their successor, and/or Equity, the Theatre shall pay extra to the Artist currently performing, and to the Artist whose name and/or likeness has not been removed, one eighth (1/8) of their respective Contractual Fees for each day that the Theatre has not complied with the Clause.

Best efforts shall be taken for the removal of the Artist's name and/or likeness for all frames and platforms not under the Theatre's control.

Notwithstanding the above, original cast materials may be used provided the materials stipulate that the artists shown are original cast members and that new cast members are also displayed in the program and front of house displays.

With the prior written consent of the Artist, copies of which must be filed with Equity, the Theatre may pay the Artist leaving the production a fee of not less than the fee listed in the current ITA Fee Booklet for the continued use of their name and likeness in publicity and promotional material under its control for each period of three (3) months use.

Should the Theatre elect to continue the use of the Artist's image, it must also credit the successor Artist.

#### **42:06 Programs, Errors and Omissions**

The Theatre shall list in the program or playbill distributed to the audience the names of all Artists under ITA Engagement Contracts for the production. Stage management personnel shall receive billing for their specific production on either the title page or the cast list page of the house program, placement to be at the Theatre's discretion. The Theatre agrees to remit a copy of the program or playbill to Equity as soon as possible, but in no event later than with the benefits remittance after opening.

If there are errors or omissions in this listing, the Theatre agrees that upon receipt of a written notice of an omission or error it will follow the procedures laid down in this Article. The Theatre further agrees that it will correct the error or omission in the next printing, provided written notice is received at least twenty-four (24) hours prior to the press deadline. For each failure to comply with this Clause, the Theatre shall pay the Artist so affected over and above their fee, a sum equal to one-eighth (1/8) of the Artist's Contractual Fee for each week or part thereof during which the error or omission continues.

#### **42:07 Errors and Omissions, Directors and Choreographers**

Notwithstanding the above, in the case of a Director or Choreographer, one (1%) percent of their total fee shall be substituted wherever the one-eighth (1/8) penalty payment applies in this Article, and one-half (1/2) percent of their total fee shall be substituted wherever the one-sixteenth (1/16) penalty payment applies in this Article.

#### **42:08 Program Notice**

Theatres engaging Equity members agree to include the following notice in their house programs:

"Name of Theatre" engages professional Artists who are members of Canadian Actors' Equity Association under the terms of the Independent Theatre Agreement.

The Theatre agrees to display the Canadian Actors' Equity Association logo in the production program or equivalent. The Equity logo shall be supplied by and remain the property of Equity.

#### **42:09 Biographical Material in Programs**

##### **(A) Artist's Right of Approval**

The Artist shall have right of approval over biographical material and photographs for use in all programs and souvenir publications. This approval shall be in writing and shall not unreasonably be withheld. In the case of photographs, this Clause applies only to those in which not more than three (3) Artists appear. Biographical material and photographs not disapproved within forty-eight (48) hours of submission to the Artist shall be considered approved. The Theatre shall determine the space available for, and the placement of such material, but may not delete or change Artist-approved material, unless it secures the Artist's written approval for the deletion or changes.

##### **(B) Biographies Not In Program**

If the Theatre elects not to print biographies of the Artist in the program or playbill distributed to the audience, or in the souvenir publication, it shall, as an alternative, provide a biography displayed adjacent to the Artist's photograph in the lobby or make it available in digital form on the Theatre's website.

##### **(C) Errors**

Significant errors in biographical material published in the program, on the Theatre's website, or displayed in the lobby which change the sense, alter the facts, or misspell the names shall be corrected as soon as possible, but, in any event, within two business days of the Artist's written request.

##### **(D) Corrections**

Corrections in programs may be made by reprinting the program, or by inserting the correction in the existing program, using a form of words approved by the Artist (such approval shall not be unreasonably withheld). If the error remains uncorrected beyond the two business days specified above, the Theatre shall pay the Artist one-eighth (1/8) of the Theatre's applicable minimum fee for the first week that the error continues, and one-sixteenth (1/16) of the Theatre's applicable minimum fee for each day that the error continues thereafter. For Directors and Choreographers, the provisions of Clause 42:07 shall apply.

#### **42:10 Billing – Stage Management**

The word "Artist" includes all Equity Stage Management personnel.

##### **(A) Photographs and Biographies**

Where the Theatre elects to include the photographs and biographies of all Performers engaged in a production in the program, the Theatre will also include the photographs and biographies of Stage Management personnel.

Apprentice Stage Managers must receive a credit in the program. Positioning of such credit would be at the discretion of the Theatre.

##### **(B) Billing Page**

When any of the technical, administrative or managerial staff, other than the Theatre, is listed on the billing page of a program, the Production Stage Manager and/or the Stage Manager shall also be listed.

**(C) Replacement Personnel Photos & Bios**

If the Stage Manager or Assistant Stage Manager is replaced by new Stage Management personnel, an announcement to this effect shall be made in one (1) of the following ways:

- (i) through the insertion of a printed slip in all programs; or
- (ii) by means of a sign prominently posted at the entrance to the theatre.

Additionally, the outgoing Stage Manager's or Assistant Stage Manager's photograph and name must be removed from the lobby and replaced by that of the new Stage Manager or Assistant Stage Manager.

If an emergency replacement occurs at or after the Half-Hour Call, this Clause shall not apply.

**(D) Website Billing**

Where the Theatre elects to include the names of more than two (2) Actors in the cast in a production on the Theatre's website, not including crediting for photographs, the Theatre shall also include the names of all Artists in the production, including Stage Management.

**43:00 GENERAL PROVISIONS – PHOTOGRAPHS AND RECORDINGS**

**Preamble**

The Theatre and Equity agree there is a joint responsibility to promote a healthy, viable and sustainable professional theatre sector in an increasingly competitive, changing environment through the promotion of productions, Artists, Theatres and the Canadian theatre industry. The Theatre and Equity understand that the promotion and communication tools used by the Theatre and the Artist continue to develop and evolve at a rapidly increasing rate. It is understood that the use of these tools will provide mutual benefit through theatre awareness, attendance, financial viability, and increased future work opportunities.

**43:01 Notice and Declared Use**

**(A) Notice of Calls**

Wherever notice is required to be generated and given to an Artist it is the Theatre representative, not Stage Management staff, who is required to generate the notice.

All Artists involved must receive the required notice corresponding to the declared use of the materials as provided for elsewhere in this Agreement prior to any recording or capture of photographs, a copy of which notice shall be filed with Equity.

**(B) Initial Declared Use**

The Theatre shall declare the intended use(s) of the recorded material, either Commercial Use or Non-Commercial Use identifying the appropriate stipulations for each Declared Use. If at any time the Theatre wishes to change the use of the material from the Initial Declared Use, notice of the change will be submitted (with appropriate stipulations) to the participating Artists, a copy of which shall be subsequently filed with Equity.

**43:02 Scheduling of Calls**

**(A) Calls for Recordings**

All recordings and photographs shall be made at the regular rehearsal or performance venue and must take place within the regular working hours. No additional rehearsal or special call to facilitate any recording is allowed, unless provided for herein, in which case the Artist shall invoice the Theatre at one-eighth (1/8) of the Contractual Fee or the rate stipulated on the appropriate line of Schedule "A" in the current ITA Fee Booklet, whichever is greater.

There shall be no such call on a two-performance day or on a day when two (2) dress rehearsals are called. There will be no such call on a ten (10) out of twelve (12) hour day unless the call can be scheduled within the ten (10) work hours. (See Clause 63:13(F)).

**(B) Calls during a Rest Period**

For any call which results in the Artist providing additional services during any rest period, the Artist shall invoice the Theatre at the rate stipulated on line one (1) or three (3) of Schedule "A" of the current ITA Fee Booklet as appropriate.

However, with the unanimous consent of the company, photographs may be captured immediately prior to the Half-Hour Call with no additional payment required.

**(C) Calls Prior to Engagement Period**

Should the Artist, at the request of the Theatre, attend a call before the engagement period for which they are contracted, the Artist shall invoice the Theatre at the rate stipulated on line one (1) of Schedule "A" of the current ITA Fee Booklet for the actual time of the call, provided that the call takes place at the Artist's place of residence, or if the call takes place at a location other than the Artist's place of residence and the Artist is not required to travel to said location specifically for the call. The minimum call shall be two-and-a-half (2-1/2) hours.

When the Artist is requested by the Theatre to travel to a location outside of their place of residence for a recording call, they shall be compensated at a negotiated rate of not less than one-sixth (1/6) of the Artist's Contractual Fee. The Theatre will provide suitable accommodation, travel, and meals if required.

The arrangements of the call shall be outlined in a rider to the Artist's ITA Engagement Contract. Daily insurance and standard deductions shall apply.

**43:03 Other Conditions**

**(A) Nude Recordings**

Except in the case of an Archival recording, no Artist may be required to appear nude or semi-nude in any recording or image without their prior written consent. Furthermore, any images or footage of nudity may only be in long shot.

The Artist shall be given the opportunity to view and approve all such material prior to any use. No nude or semi-nude recordings or images of an Artist may be used in any way without the prior written consent of the Artist. A copy of the signed consent and approved recording shall be provided to the Artist.

**(B) Alteration of Images or Footage**

Outside of altering an Artist's image for quality, resizing or video editing, the Artist must approve any recording or photograph in which their likeness has been altered or in which their likeness has been placed in a context unrelated to the original material.

**(C) Copy to Equity**

In order to verify any of the above conditions, Equity may request a copy of any recorded material, raw or edited, in which case Equity warrants the material will remain in its sole possession.

**(D) Use of Recorded Material in Joint Productions or Revivals**

In the case of a Joint Production, recorded material from any or all of the Theatres involved in the Joint Production may be used to promote those Theatres and the production itself.

In the case of a Revival, recorded material from the original production may be used by the Theatre reviving the production to promote the production, provided both the Artists and the original Theatre are appropriately credited.

**(E) Use of Recorded Material for Promotion of Canadian Theatre**

The Theatre may submit recorded material to Equity for print or web publication on their platforms. For the purpose of promoting professional Canadian theatre, the Theatre may also permit the use of photographs on the website of a not-for-profit arts service organization of which the Theatre is a member.

#### **43:04 Identification of Photographs**

Where the Theatre has control over the photograph, the name(s) of the Artist(s) and title of the Production will be identified when there are five (5) or fewer Artists.

Where the Theatre does not have control over the photograph, the Theatre shall use reasonable efforts to identify the names of all of the Artists appearing in the image and the title of the production whenever possible. The same applies to Equity when using photographs supplied by a Theatre in their material.

#### **43:05 Approval of Photographs**

Unless otherwise noted in this Article the Theatre shall not be required to obtain the Artist's authorization or additionally compensate the Artist for the distribution of photographs from past or current productions.

#### **43:06 Rights of the Photographer**

Photographers have rights under Canadian copyright.

#### **43:07 Use of Recordings and Photographs by the Artist**

Where the Theatre is empowered to do so, and in accordance with the agreement held with the photographer, at the request of the Artist, the Theatre may agree to provide a copy of the recording or photograph to an Artist for their own individual souvenir or promotional use. The photographer may charge for images.

The Theatre may ask the Artist to declare in writing the nature of the limited purposes for which the recorded material may be used. The Theatre 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 Theatre, 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. The Theatre shall be responsible for securing the appropriate written permissions from all Artists.

#### **43:08 Social Media**

The Theatre and Equity are committed to encouraging a respectful climate of social media use. The Theatre may post any policies regarding the use of the Theatre's technology and social media sites and any parameters regarding use of logo, etc. Artists who wish to use social media on their free time to share their experiences while under contract to the Theatre are encouraged to familiarize themselves with the terms of the policy of the Theatre.

#### **43:09 Social Media "Takeover"**

Social media "takeovers" are done only on a voluntary basis. When the Theatre directs the frequency, quantity and/or content of posts in a social media takeover, including a description/list of elements or people that may not be photographed, the Artist shall be compensated at no less than the rate of one-forty-second (1/42) of the Company Category minimum weekly fee per day. The Artist shall receive verbal approval from other Artists present in material before posting.

#### **43:10 Capture of Material in Rehearsal or Backstage**

##### **(A) Capture During Rehearsal**

Recordings made and photographs taken in rehearsal shall be allowed with notice corresponding to the declared use. However, any Artist may withdraw their consent for the recording of material at any time by informing either Stage Management or a representative of the Theatre.

##### **(B) Capture Backstage**

Specific permission to record any activities backstage including in or around dressing rooms must be requested in writing no later than twenty-four (24) hours in advance. No Artist shall be penalized in any way for refusing to grant permission for the capture of material in these areas.

The only exception to this Clause is the capture of rehearsal material at a Dress Rehearsal, where the standard 24 hour notice shall apply.

There shall be no capture of material during the Half-Hour Call or in the wings during a performance. To this end, no camera or cell phones shall be permitted in the wings or on stage with the exception of those used by Stage Management for emergencies.

## **44:00 NON-COMMERCIAL USE OF PHOTOGRAPHS AND RECORDINGS**

### **44:01 Declared Use**

It is understood that the Theatre may capture audio visual recorded material or photographs of rehearsal or production, in whole or in part, for any or all of the purposes set out below. In all cases, the Theatre remains responsible for the appropriate use and/or distribution of the recorded material.

Non-Commercial Use is defined in this agreement as the use of any Recording or Photograph to demonstrate the nature of or to promote the work of the Theatre and the Artist to potential audience members, performance presenters, booking agents, students, donors, funders and sponsors.

Photography or recordings of or by Minors is prohibited without parental consent.

Crediting for photographs and recordings captured pursuant to this Article are subject to Clauses 43:04 and 44:03.

Artists shall respect the Theatre's internal social media policy with respect to photographs and recordings in the workplace.

### **44:02 Capture of Material for Promotional Use**

The only exception to this Clause is the capture of rehearsal material at a Dress Rehearsal, where the standard twenty-four (24) hour notice shall apply. There shall be no capture of material during the Half-Hour Call.

#### **(A) Notice – Photographs**

##### **(i) All-Rehearsal-Notice by the Theatre**

The Theatre may, at the time of contracting the Artist, issue a photo notice that includes the capture of photos of Artists by staff of the Theatre in any rehearsal. This will be included as a rider to the contract. If the photo captured contains three (3) or fewer Artists then the Theatre or Artist must obtain written approval from all Artists in the photo before posting to Social Media. Any Artist may reasonably withdraw their consent at any time prior to the capture of material by informing either Stage Management or a representative from the Theatre. This does not apply when a third party is hired to take professional photographs for promotion.

##### **(ii) Third Party Notice - Photographs**

When a third party is hired to take photographs for promotional use, the Theatre shall give the Artists twenty-four (24) hours notice. This notice will be written into the daily schedule. At the time of notice any Artist may reasonably withdraw their consent.

##### **(iii) Express Consent**

No Artist may take photographs of other Artists without the express consent of those Artists and further consent must be obtained prior to posting, sharing or distributing approved photographs.

#### **(B) Notice – Recordings**

##### **(i) All- Rehearsal Notice by the Theatre**

The Theatre may, at the time of contracting the Artist, issue a recording notice that is limited to the capture of recordings of the Artists by staff of the Theatre for use on Social Media. This will be included as a rider to the contract. Any Artist may reasonably withdraw their consent at any time prior to the capture of material by informing either Stage Management or a representative from the Theatre.

The Theatre must obtain verbal approval from all Artists present in the recording before posting. This does not apply when a third party is hired to make a professional recording for promotion.

**(ii) Third Party Notice - Recordings**

When a third party is hired to make a recording for promotional use the Theatre shall give the Artists twenty-four (24) hours' notice. This notice will be written into the daily schedule. At the time of notice any Artist may reasonably withdraw their consent.

**(iii) Consent to Post Recordings**

No Artist may make recordings of other Artists without the express consent of those Artists and further consent must be obtained prior to posting, sharing or distributing those recordings.

**(C) Notice – Live Recordings**

A Live Recording is the capture of the audio and/or visual aspects of a theatrical production's actual performance or rehearsal, in the immediate present through the use of a video live-streaming device or platform. The Theatre shall give Artists twenty-four (24) hours' notice before any Live Recording. This notice will be written into the daily schedule. At the time of notice any Artist may reasonably withdraw their consent.

The Live Stream shall be removed from social media at the close of the Production.

**(D) Capture Backstage**

Specific permission to record any activities backstage including in or around dressing rooms must be requested in writing no less than twenty-four (24) hours' in advance. No Artist shall be penalized in any way for refusing to grant permission for the capture of material backstage. Prior to the Theatre or Artists using the captured materials the Artists present in the material will have the opportunity to view and approve it.

Recorded Material captured by the Theatre in rehearsal or backstage which may or may not include any elements of the production, requires the written authorization from all participating Artists prior to being used by the Theatre or other Artists. Recorded material captured by Artists either in rehearsal or backstage which may or may not include any elements of the production, requires the written authorization from all participating Artists and the Theatre in order to be used by the Artist.

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. The Theatre shall be responsible for securing the appropriate written permissions from all Artists.

**44:03 Credit and Billing for Photographs and Recordings**

With the exception of Archival and Reference recordings, the final cut of any recordings made shall include a credit list or roll. When posting material on Social Media, the Artists captured will be credited in the caption and tagged whenever possible.

**44:04 Use in Production**

**(A) Conditions for Recording**

Artists in a production may agree to participate in audio and/or visual recordings and/or photographs solely for use in the production where the text and/or Director's interpretation requires such recordings.

**(B) Recording Sessions**

The recording(s) and/or photograph(s) may only be used during the period in which the Artist is engaged in the production and only for the production for which it has been made. Should such recording sessions take place outside regular rehearsal hours, then the Artist shall invoice the Theatre at the rate stipulated on the appropriate line of Schedule "A" in the current ITA Fee Booklet. The terms and conditions of such an agreement are to be negotiated and attached to the Artist's contract as a rider, prior to the recording.

#### **44:05 Artist Leaving a Production**

If the Artist leaves the cast after making a visual or sound recording the Theatre may, in lieu of making a new recording, pay the Artist a royalty for the continued use of the recording. Such royalty shall not be less than two-and-a-half (2-1/2%) percent of the Artist's Contractual Fee for each week of use.

This royalty shall not apply if the Artist is recorded for the purpose of background only or if the Artist is not recognizably featured.

#### **44:06 Artist Engaged Solely for Recording**

An Artist engaged solely for audio and/or visual recordings and/or photographs, not otherwise engaged for the production, shall be paid one-sixth (1/6) of the applicable minimum fee per day for each recording session. For the Theatre's use of such a recording during the run of a production or during a revival or remount, 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 (2-1/2%) percent of the applicable minimum fee.

#### **44:07 Concurrent Engagement, not in Production**

An Artist who is engaged by the Theatre in a production which is currently rehearsing or running may agree to participate in audio and/or visual recordings and/or photographs solely for use in a current production of the Theatre provided that the purpose is for background only and/or the Artist is not recognizably featured. No additional payments are required for this recording unless the closing date of the last production on the Artist's contract is prior to the close of the production for which the recording is made, in which case a royalty of two-and-a-half (2-1/2%) percent of the Artist's original Contractual Fee will apply for each week in excess of six (6) beyond the close of the production in which the Artist was engaged. This royalty is in lieu of the Theatre making a new recording.

Should such recording sessions take place outside the regular rehearsal periods of the Artist's engagement, then the Artist shall invoice the Theatre at the rate stipulated on the appropriate line of Schedule "A" in the current ITA Fee Booklet.

#### **44:08 Live Recording in Production**

The Theatre may use Live Recording, as defined in Clause 44:02(C) as a part of a production when the video feed is being displayed as a part of the performance to the audience.

#### **44:09 Declared Use**

It is understood that the Theatre may capture audio visual recorded material of rehearsal or production, in whole or in part, for any of the purposes set out below. In all cases, the Theatre remains responsible for the appropriate use and/or distribution of the recorded material.

##### **(A) Reference and Access**

##### **(i) Maintenance for Understudies, Choreography, Stage Fighting and Special Business**

The Theatre may make duplicate copies/provide a link to the appropriate recorded material for the benefit of review by the Artists, however no Understudy may be given a copy of such recorded material until after their onstage run-through rehearsal. In the event that any Artist is provided with a copy of the recorded material, and is required by the Theatre to use the recorded material for review at home, any such hours spent reviewing the recorded material shall be mutually agreed upon in advance, and will be considered allowable rehearsal time. For the purposes of this Clause, "Artist" shall include other artists (such as designers) whose work on the production depends on access to such a recording. This material may not be broadcast, posted or shared in any way on any platform.

##### **(ii) For Accessibility Needs**

To increase accessibility, the recording may be provided to facilitators, interpreters and translators, in whole or in part, to assist in their work of creating a production that is more accessible.

**(B) Publicity & Promotion for Current Productions**

The Theatre may use up to ten (10) minutes finished running time of the recorded material. This recorded material may also include clips of edited material from rehearsal, backstage, workshops, readings and/or performance footage. The material may be used by the Theatre during the rehearsal period and for up to twelve (12) months from the first public performance of the current Production, or for the duration of the run, whichever is longer. Where the Theatre is empowered to do so, the Theatre shall grant similar rights of use to the Artists in the production with the agreement of the other Artists for the same time frame.

The Theatre may extend its time frame of the use of the material by either offering the Artists the same extended use beyond the initial time frame as noted above or by compensating the Artist at no less than one-sixth (1/6) of the Artist's weekly Contractual Fee. Rates for Directors, Choreographers, Fight Directors and Intimacy Directors shall be no less than two-and-a-half (2-1/2%) percent of the applicable Company Category minimum fee.

**(C) Recordings Used for Future Opportunities**

The Theatre may use recordings to demonstrate the nature of its work, and the work of the Artist(s) to potential funders, sponsors, donors and potential performance presenters for Revivals or tours. Recordings for Future Opportunities may be composed of clips of edited material from rehearsal, backstage, workshop and readings and/or performance and may contain in the finished version material from one or more productions.

This material may be used by the Theatre during the original production and for a period of five (5) years after it closes. Where the Theatre is empowered to do so, the Theatre shall grant similar rights of use to the Artists in the production with the agreement of the other Artists for the same time frame.

To access this declared use, the Theatre may offer the Artists either the right of first refusal to be contracted for any subsequent productions for a period of five (5) years, or by compensating the Artist at no less than the rate of one-sixth (1/6) of the Minimum Weekly Contractual Fee for the production being recorded. Rates for Directors, Choreographers, Fight Directors and Intimacy Directors shall be no less than two-and-a-half (2-1/2%) percent of the applicable Company Category minimum fee for the production being recorded. The Artist may opt to reject a "right of first refusal" by accepting payment in lieu.

The Theatre may extend the time frame of its use of this material by either renewing the "right of first refusal" for another three (3) years, or by compensating the Artist at no less than one-sixth (1/6) of their current Minimum Weekly Contractual Fee. Rates for Directors, Choreographers, Fight Directors and Intimacy Directors shall be no less than two-and-a-half (2-1/2%) percent of the production's Company Category minimum fee. As above, the Artist may elect to accept payment in lieu of the "right of first refusal". In no circumstances may payment in lieu of the "right of first refusal" be based on fees for activities contracted under Article 57:00 Workshops and Readings. The minimum payment for the use of materials exclusively recorded during a Workshop or Reading shall be calculated at no less than Company Category "F" minimum fees.

**(D) Archives for Retaining a Permanent and Definitive Record of the Production, and Preserving the History of Canadian Theatre**

The Theatre may record a rehearsal, production, workshop or reading for archival purposes. The title "ARCHIVAL RECORDING: NOT FOR DISTRIBUTION" must appear at least once superimposed on the image.

Under no circumstances shall a Theatre give an Artist a copy of an archival recording prior to rehearsal. There must be no public viewing of the recorded material.

**(E) Playwrights' Development Centres**

It is recognized that playwrights' development centres are permitted to record and use archival videos of workshops in the following manner:

- (i) for loan to the creators for reference;
- (ii) for loan to public funders or to major peer juried foundations for granting.

**(F) Current Affairs**

For the purpose of promoting the Theatre, its productions, and/or the Artists, a maximum of five (5) minutes of performance and/or rehearsal of each production may be presented on a news, current affairs arts, lifestyle, or similar program (including website use) during the current production or for twelve (12) months following the close of the production, provided that the Theatre 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.

**(G) Educational Use**

**(i) Photography**

**(a) Academic and Training Institutions**

With the prior written consent of the Artist(s) appearing in the image the Theatre may extend the use of photographs to post-secondary academic institutions which have theatre programs or theatre schools for the publication of those images in scholarly journals and publications.

**(b) Study Guides**

With the prior written consent or former approval of the Artist(s) appearing in the image the Theatre may use photographs in study guides for schools when the study guides are prepared by the Theatre and supplied free of charge to teachers.

**(c) Notice**

The Theatre shall give the Artists twenty-four (24) hours notice before taking photos for Educational Use. This notice will be written into the daily schedule.

The use of photographs as provided for in this Clause is subject to proper identification as per Clause 43:04.

**(ii) Recordings for Educational Use**

The Theatre may supply schools and academic institutions, free of charge, with recordings of a production through an online link that may only be accessed up to one month after the run of the production. The Theatre shall ensure that only those authorised by the Theatre shall access the recording. The Theatre will provide Equity and all Artists with forty-eight (48) hours written notice of a recording for Educational Use.

**(iii) Live Recordings for Educational Use**

The Theatre may provide access to a performance, free of charge, through the use of Live Recordings, as defined in Clause 44:02(C) with prior written consent of the Artist(s) appearing on stage. The Theatre will provide Equity and all Artists with forty-eight (48) hours written notice of a Live Recording for Educational Use.

For the recording of full productions for use in the Educational sector, Artists will be signed to the applicable ACTRA contract. Any streamed material will be password protected and would expire at the end of the production being streamed.

Any hard copies of recorded material provided to an educational institution via Compact Device or hard drive will be watermarked with "PROPERTY OF" [name of Theatre(s)] every ten (10) minutes throughout the recording.

Any other material that the Theatre is permitted to use may also be made available for educational purposes.

#### **(H) Credit and Billing for Audio and/or Visual Recordings**

The final cut of any audio and/or visual recordings made shall include a credit list or roll. The credit roll shall not be counted towards the allowable minutes of recorded material from an approved source. In Social Media posts where there is limited time and space for crediting to be included in the video, all credits will be listed in the caption and comments below.

#### **44:10 Recorded Material Captured Prior to the 2012-2015 ITA**

If the Theatre wishes to use any recorded material with the exclusion of photographs from productions mounted prior to the term of the 2012-2015 ITA, for any usage provided in this Article, the Theatre must seek and receive approval from all Artists who participated in the original recording.

### **45:00 COMMERCIAL USE OF PHOTOGRAPHS**

#### **Preamble**

A photograph for commercial use is the reproduction of photographs whether in whole or in part, for sale to the general public and/or is intended to garner revenues related to such for the Theatre or a third-party licensee.

#### **45:01 Notice**

Whenever possible, the Theatre shall give the Artists and Equity seventy-two (72) hours notice or three (3) business days of any proposed photo session along with a detailed schedule. Additionally, the Artist or any third party must obtain the written consent of the Theatre before confirming any photo session.

The use or preparation of photographs, except as provided for elsewhere in Articles 43:00 and 44:00, in a format different from that for which permission was given, is prohibited, unless permission is sought from and given by Equity for each further use.

Where the Theatre has control over the photograph, the name(s) of the Artist(s) and title of the Production will be identified when there are five (5) or fewer Artists.

Where the Theatre does not have control over the photograph, the Theatre shall use reasonable efforts to identify the names of all of the Artists appearing in the image and the title of the production whenever possible.

#### **45:02 Merchandise and Publications**

##### **(A) Written Authorization**

For merchandise and publication use, as outlined in this Article, the Theatre must obtain the Artist's prior written authorization for the use of the Artist's image which authorization shall identify the photograph to be used and the details of the specific usage to be made of the photograph. The Theatre shall provide Equity with a copy of the Artist's written authorization upon request.

##### **(B) Payment for Use of Image for Merchandise**

If the Artist consents to the use of their image for any merchandise, other than a "Souvenir Brochure", they shall be paid not less than as specified in the current ITA Fee Booklet for said use for a period of not more than fifty-two (52) weeks. Artists called to a photo call for the purpose described above, whether said call is at the theatre or elsewhere, shall be paid not less than as specified in the current ITA Fee Booklet, but need not be paid any additional sums for use of pictures taken during said call.

**(C) Souvenir Brochure**

A "Souvenir Brochure" is defined as a small book, program or magazine containing pictures and information about the Theatre's production, which is sold for revenue.

The Theatre shall pay the Artist not less than as specified in the current ITA Fee Booklet for the use of the photographs in any book where the importance of the photographs is equal to or greater than the importance of the text.

With the prior written consent of the Artist(s) appearing in the photograph, the Theatre may use photographs in a souvenir brochure for a current run or season provided that all Artists in each photograph is credited.

All Artists appearing in the souvenir brochure shall receive up to three (3) complimentary copies of the souvenir brochure.

**(E) Previous Production**

Provided the Theatre receives the prior written consent of the Artist(s) appearing in the photograph, the Theatre may use photographs from a previous production in a souvenir brochure pursuant to the terms of this Clause. The Artist shall have the right to negotiate additional compensation for such usage.

**(F) Books and Publications**

With the prior written consent of the Artist(s) appearing in the image the Theatre may allow the use of photographs in books, such as academic texts, or publications of plays without any compensation to the Artist. In the case of the use of photographs in biographical or historical books about an Artist, a theatre, or theatre in general, the Theatre may be exempt from the payment to the Artist stipulated in the current ITA Fee Booklet with the prior written consent of the Artist.

**(G) Failure to Secure Prior Written Consent**

In Clauses 45:02 above, should the Theatre not receive the prior consent of the Artist, the Theatre shall pay the Artist not less than as specified in the current ITA Fee Booklet for the use of the photographs.

**46:00 COMMERCIAL USE OF RECORDINGS**

**46:01 Scope**

**(A) Preservation**

This Article covers the recording (preservation) of the audio and/or visual aspects of a theatrical production in whole or in part for the purposes of Commercial Use through the use of any and all devices now in existence and yet to be developed made during the run of, or within six (6) months of the close of, the production. The resulting product shall hereafter be referred to as a recording. The Artist may not be required to take part in the recording or broadcast. Any recording or broadcast of a scene involving nudity or acts of a sexual nature shall not take place without the prior written permission of the Artist specifically agreeing to same, such permission not to be unreasonably withheld.

**(B) Broadcast**

This Article also covers the broadcast or transmission of a theatrical production for commercial use whether by means of the reproduction of a recording or by means of live broadcast, including streaming and live streaming. This Article shall apply whether the recording is made at or the broadcast emanates from the theatre or elsewhere, and regardless of the use made of same at any time thereafter.

**(C) Use of Any Recorded Material by a Third Party**

Use of any recorded material by any third party approved by the Theatre, (not the Theatre, a sponsor of the Theatre or a presenter of the Theatre) shall require payment of not less than one eighth (1/8) of the Artist's weekly Contractual Fee for up to five (5) minutes of recorded material. Use of photographs shall be payable as per the current ITA Fee Booklet.

#### **46:02 Commercial Recording Rates**

Artists shall be free to negotiate compensation in excess of the minimums below. Copies of all contracts and/or riders shall be filed with Equity. All payments to the Artist stipulated herein shall be in addition to and separate from payment and fees stipulated in the Artist's original ITA Engagement Contract for that period.

The Theatre agrees that the responsibility for the payments to Choreographers, Directors and Stage Managers lies solely and exclusively with it.

For the purposes of this Article, whenever a recording or broadcast of a production in whole, or in part, including radio, cast albums, simulcasts and commercials is made, all Artists engaged in the recording or broadcast, shall be governed by and paid as follows:

**(i) Actors**

Actors shall be contracted under, governed by, and paid according to the appropriate ACTRA agreement.

**(ii) Choreographers & Directors**

For a visual recording or broadcast Choreographers and Directors shall be paid a minimum of ten (10%) percent of the original Contractual Fee for the first thirty (30) minutes of finished recording or broadcast and an additional five (5%) percent of such original fees for each subsequent thirty (30) minutes of finished recording or broadcast.

For a radio broadcast or cast album Choreographers and Directors shall be paid a minimum of two-and-a-half (2-1/2%) percent of the total original fee or two-and-a-half (2-1/2%) percent of the Company Category A minimum fee, whichever is the greater, whenever a radio broadcast recording or cast album of the complete production is made excluding excerpts.

These payments shall be outlined in a rider to the Artist's ITA Engagement Contract and standard deductions shall apply.

**(iii) Stage Management**

Stage Management personnel shall be paid no less than the Principal performer rate in the appropriate ACTRA agreement. These payments shall be outlined in a rider to the Artist's ITA Engagement Contract and standard deductions shall apply.

#### **46:03 Additional Rehearsals**

Whenever any member or members of a company are rehearsed for a recording or live broadcast, such rehearsal shall be included in the rehearsal schedule for said recording or broadcast. Equity and ACTRA shall determine whether such rehearsal time is related to the theatrical production or the recording or the broadcast.

#### **46:04 Scheduling Calls**

There must be an eleven (11) hour overnight rest period from the end of the recording day to the first call the next day.

After recording, there must be a rest period of not less than one and one-half (1-1/2) hours prior to curtain time on a day on which there is one (1) performance.

On a day when there is a matinee performance only, there must be a one and one-half (1-1/2) hour rest period following final curtain before recording.

Infringement of these provisions is to be paid for at the appropriate overtime rate in line one (1) Schedule "A" of the current ITA Fee Booklet.

#### **46:05 Recording on Day with No Performance**

On a day on which there is no performance, ACTRA rehearsal clauses shall prevail. Regardless, there shall be eleven (11) hours overnight rest period between the last call on a performance day and the first call on a performance day.

In the event that the Theatre is unable to schedule a recording or prep for recording on a regular work day, Equity will on a case-by-case basis consider a request from a Theatre to schedule a recording on an Artist's Free Day. Free Day infringement penalties may apply.

#### **46:06 Two-Performance Days**

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

#### **46:07 Recording after Production Closed/Artist Leaves Production**

##### **(A) Original Artist**

When a recording is made of the stage production which has closed, all the Artists engaged in said stage production shall be engaged for the preserved performance or broadcast. If another Artist, who did not participate in the stage production, is engaged for the recording, then the Artist who was last contracted for the stage production shall be paid in accordance with the appropriate ACTRA rates, provided they are available and willing to participate in the recording.

##### **(B) Part Cut Out**

Similarly, if the part or role of an Artist in the stage production is cut out of the recording or broadcast, then the Artist who was last contracted for the part or role in the stage production shall be paid in accordance with the appropriate ACTRA fees, whether or not they would have been available to participate in the recording.

#### **46:08 Artist Dismissed**

Any Artist who is contracted or called for any recording or broadcast and is subsequently dismissed or released from such recording or broadcast, shall be paid in full as if they had done said mechanical reproduction.

#### **46:09 Additional Payment**

All payments to the Artist for such work shall be in addition to and separate from payments and fees stipulated in the original ITA Engagement Contract for that production.

### **47:00 PROMOTIONAL APPEARANCES**

This Clause applies only to promotional appearances directly connected to a production for which the Artist is engaged under an ITA Engagement contract.

#### **47:01 Scheduling Promotional Appearances**

Promotional appearances, including promotional performances and interviews shall occur within the allowable rehearsal hours. For those that do not occur within the allowable rehearsal hours, the Artist shall invoice the Theatre in accordance with line one (1) Schedule "A" of the current ITA Fees Booklet.

The Theatre will inform the Stage Manager of any promotional event concerning any Artist in the production as far in advance as possible.

For all promotional appearances with a performance element, the Stage Manager, Artist(s) and Theatre shall mutually agree if the Stage Manager's presence is required and if additional Stage Management staffing is necessary for the event.

If the Stage Manager determines that their presence is not required, the Theatre will ensure appropriate representation from the Theatre is present. The Theatre shall consult with the Stage Manager to determine if additional Stage Management staffing is necessary for the event.

All breaks and rest periods required in the ITA will apply to the scheduling of promotional appearances. Should the Artist agree to a Promotional Appearance on a Free Day, the Artist shall invoice the Theatre at the rate stipulated on line five (5) of Schedule "A" in the current ITA Fee Booklet. The minimum call for a promotional appearance on a Free Day shall be four (4) hours. The promotional appearance may not exceed thirty (30) minutes in total, inclusive of interviews and other appearance requirements.

Appearances will be within fifty (50) kilometres of the theatre in which the production is presented, unless mutually agreed otherwise.

#### **47:02 Promotional Performances**

With the agreement of the individual Artist, a promotional appearance may include a performance subject to the following conditions.

Provided that there is a minimum of three (3) full weeks of rehearsal prior to the first public performance, a maximum of two (2) such promotional appearances (per Artist) may be scheduled within each two (2) week period of the engagement. In the case of a revival production, the minimum rehearsal period may be shorter with the agreement of Equity which shall not be unreasonably withheld. In all other cases, a maximum of two (2) promotional appearances with performance elements (per Artist) may be scheduled within each two (2) week period after the official opening of the production. A promotional appearance may not be scheduled during the first week of rehearsal, or on any day with more than one (1) performance at the theatre.

The Theatre shall provide as much advance notice as possible of any publicity appearance with a promotional performance, but in any event, such appearances will be requested with no less than twenty-four (24) hours' notice to the Artist.

The performance elements shall not be more than two (2) songs per Artist, up to a maximum of twenty (20) minutes of performance in total. For broadcast purposes, performance elements are restricted to five (5) minutes or one song, whichever is longer. Where Stage Management is not required, the Artist will be accompanied by a qualified representative of the Theatre.

#### **47:03 Reimbursement and Payment**

The Theatre shall reimburse the Artist for all reasonable personal expenses incurred in connection with media interviews and promotional appearances required by the Theatre and/or its representative.

For promotional appearances with performance elements in excess of the limits of this Clause, the Artist shall be paid not less than an additional two-eighths (2/8) of their Contractual Fee per appearance.

The provisions of this Clause do not apply to Sector 2 A-2 productions or other activities covered under Articles 55:00 and 57:00.

### **48:00 ARTIST'S LEAVE**

After six (6) months of continuous engagement on any contract of fifty-two (52) weeks (or more), the Artist shall have the opportunity to take a one (1) week unpaid hiatus at a mutually acceptable time during the engagement on provision of four (4) weeks' notice to the Theatre. Thereafter, the Artist may take a one (1) week unpaid hiatus after each further six (6) months of continuous engagement on the same terms.

An Artist engaged to replace another on unpaid hiatus may be engaged on condition that they shall not be called upon to rehearse less than one (1) week.

### **49:00 TOURING**

#### **Preamble**

Whenever the Artist, while engaged by the Theatre, is required by the Theatre to rehearse, perform or travel outside the Point of Origin as defined in Clause 18:42 for any day or part of a day, the Artist shall be considered to be on tour and the provisions of Clauses 18:66, 49:03(B)(i), 49:03(B)(ii) and 63:20 shall apply.

#### **49:01 Travel Time**

##### **(A) Travel Day Only**

The Artist may be required to travel up to ten (10) hours.

##### **(B) Rehearsal on a Travel Day**

See Clause 49:14.

##### **(C) Single Performance Day**

The Artist may be required to travel up to six (6) hours.

**(D) Multiple Performance Day**

The Artist may be required to travel up to two (2) hours.

**(E) Prohibited Travel Time**

Travel is prohibited between the hours of 12:00 midnight and 8:00 a.m. except as provided for elsewhere in this Article.

**(F) Weekly Maximum**

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

Productions engaging under Article 55:00 are exempt from the above limitations.

**49:02 Fees**

All fees are payable in the legal tender of Canada. In the United States, fees payable shall not be less than the applicable minimum fees established by Actors' Equity Association (U.S.) from time to time. The applicable minimums shall be confirmed, in writing, by Equity to the Theatre, prior to the issuance of any contracts.

**49:03 Local and Overnight Touring**

**(A) Local Touring – Determination of Hours and Per Diem**

An Artist required to be outside the Point of Origin by virtue of their ITA Engagement Contract shall receive a daily expense allowance as specified in the current ITA Fee Booklet. In no event may the work span on local tours exceed eight-and-a-half (8-1/2) consecutive hours in a day (including transportation to and from the place of performance and/or rehearsal and all meal and rest breaks). For services provided by the Artist in excess of this span, the Artist shall invoice the Theatre at the rate stipulated on line one (1) of Schedule "A" in the current ITA Fee Booklet. No more than one-and-a-half (1-1/2) hours of additional services may be scheduled. Travel after 10:00 p.m. is prohibited except where the Artist is transported back to the Point of Origin following an evening performance, in which case such travel is permitted on condition that travel does not exceed one (1) hour and the travel is completed by 12:00 midnight. In this circumstance overnight rest shall be calculated from the time the Artist is returned to the Theatre or mutually agreed drop-off point.

**(B) Overnight Touring**

Whenever the Artist, while engaged by the Theatre, is required by the Theatre for any reason to be away from the Point of Origin for ten (10) or more consecutive hours, the Artist shall be considered to be on an overnight tour, and the provisions of Clauses 49:03(B)(i), 49:03(B)(ii) and Article 49:00 shall apply.

**(i) Per Diem**

Per Diem shall not be subject to Clause 3:03 (Deductions) and shall be paid at least one (1) week in advance of the week for which it is applicable.

**(a) Standard Per Diem**

When the Artist is required to travel outside the Point of Origin on an overnight tour, the Artist's Contractual Fee shall be augmented by a daily expense allowance as specified in the current ITA Fee Booklet.

**(b) Reduced Per Diem**

With the agreement and approval of the Artist, the Theatre may supply single occupancy, commercial or private with private entrance housing, at no cost to the Artist and pay the Artist a reduced daily expense allowance. The reduced daily expense allowance shall be no less than as specified in Clause 49:03(B)(i)(b) of the current ITA Fee Booklet.

**(c) Applicable Per Diem for a Production Touring to Northern Canada**

The Theatre shall notify Equity no later than fourteen (14) calendar days prior to a production touring to Northern Canada.

The Theatre shall pay one-hundred and twelve (112%) percent of the appropriate Per Diem rate specified in the current ITA Fee Booklet when a production tours to Northern Canada.

A list of Northern Prescribed Zone locations can be found on the Canada Revenue Agency's website under *Line 25500 Places Located in Prescribed Zones*.

**(ii) Return From Overnight Tour**

When the Artist is returned to the Point of Origin from an overnight tour (see Clause 49:11), the Artist shall receive a meal allowance as specified in the current ITA Fee Booklet.

**(C) Applicability**

In any given situation the provisions of either Clause 49:03(A) or Clause 49:03(B) above shall apply and not both.

**(D) Engagement of a Local Artist**

Should a replacement be necessitated by a conflict of another engagement, or should the Actor, Stage Manager, or Assistant Stage Manager refuse a contract for the tour or portion of the tour, a local Artist may be engaged and not be deemed to be on tour. If the replacement Artist is required to travel to the Theatre's Point of Origin they shall be deemed to be on tour while in the Theatre's Point of Origin.

**(E) Touring to an Artist's Place of Residence**

When a tour is in an Artist's Place of Residence and the Artist will be residing in their home, the per diem will be waived in whole if the following conditions are all met:

- (i) the Artist has access to reasonable and regular public transit; and
- (ii) when accommodation is provided in the Theatre's Point of Origin.

Notwithstanding the above, the Artist is free to negotiate a daily meal allowance while in their Place of Residence.

The agreed upon conditions shall be included in a rider to the Artist's ITA Engagement Contract.

**49:04 Free Day**

The Free Day on tour shall be governed by the provisions of Clause 23:01.

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, provided the Artist is continuing their engagement with the Theatre.

**49:05 Unpaid Hiatus on Tour**

In the case where a tour (including tours governed by Article 50:00) is not less than six (6) performance weeks, one (1) ten (10) day unpaid hiatus may be permitted, allowing for the travel of set and costumes where required. The Theatre may not require any services from the Artist during the unpaid hiatus.

Should the Theatre schedule an unpaid hiatus, it shall pay the cost of round trip transportation, as provided for in Clause 30:01, to and from each Artist's place of residence, plus one-seventh (1/7) of the Contractual Fee for each day spent travelling to and from the Artist's place of residence, plus the applicable per diem per Clause 49:03(B)(ii). In the event that the Artist chooses not to return to their place of residence for the unpaid hiatus period, the Theatre shall pay the Artist the cash equivalent of the transportation costs.

#### **49:06 Hotel Reservations**

##### **(A) Responsibility For**

Whenever the company performs away from the Point of Origin, the Theatre shall be responsible for securing hotel reservations and shall furnish a list of at least two (2) hotels, when available, offering housing at different price ranges. At least two (2) weeks prior to the departure date, the Theatre will submit this list to the company. Within one (1) week thereafter, the Artist must indicate their acceptance or their preference to arrange for their own housing. Unless the Artist notifies the Theatre of their acceptance of such housing, the Theatre shall be relieved of further responsibility. If the Artist has complied with this requirement, and does not receive housing upon arrival, they shall not be required to rehearse or perform until such housing is forthcoming. However, should circumstances beyond the Theatre's control make it impossible for the Theatre to provide such housing, the Artist shall not avail themselves of this right. If the Artist refuses to accept the housing that they have requested and obtained through the Theatre, then the Artist shall be liable for only one (1) night's charges for said housing, if required by the Theatre, unless the Theatre can show proof that it is liable for more than one (1) night's housing, in which case the Artist shall reimburse the Theatre.

##### **(B) Reduced Rate**

The Theatre agrees that it will make every effort to obtain specially reduced hotel rates for multiple reservations, for all Artists, wherever they are obtainable.

##### **(C) Quality of Housing**

Due regard shall be given to obtaining such housing within a reasonable walking distance from the theatre.

Housing secured by the Theatre must be safe, clean, and of a respectable nature and class, and they must be substantially as represented to the Artist when offered, failing which, alternative housing which meets these standards must be found, and the Theatre shall be liable for any resultant additional cost to the Artist. Where the Theatre disputes its liability under the provisions of this paragraph, it shall be relieved of payment of such additional cost until a determination of its liability has been made under the provisions of Article 52:00.

#### **49:07 Travel**

The Artist shall travel with the company by such routes as the Theatre may direct. 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 Theatre shall, at its 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.

#### **49:08 Purchase of Travel Insurance**

##### **(A) Requirement**

Equity will place travel insurance for all Artists for whom the placement of travel insurance is required by the provisions of the ITA. This requirement includes, but is not limited to, local, regional, run-out and overnight tours. Travel insurance is not inclusive of supplemental health insurance when required by Clause 49:09.

##### **(B) Plan**

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

##### **(C) Payment Of**

###### **(i) Premiums**

The applicable premium payments for the coverage, as established by Equity, are due to Equity's office no later than thirty (30) days after the end of the calendar month in which the travel insurance was required.

(ii) **Late Payments**

Payments which do not reach Equity's office by the due date will be assessed a two (2%) percent interest charge, compounded monthly.

(D) **Monthly Billing Reminder**

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

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

**49:09 Health Insurance**

In addition to the travel insurance provided for in 49:08(A), the Theatre agrees to pay for health insurance for Artists on tour outside Canada. The Theatre and Equity agree to meet should the interprovincial rules governing universal health insurance coverage in Canada change.

**49:10 Route Sheet**

The Theatre shall submit to Equity and the Liaison(s) of the company a route sheet (on a form provided by Equity) which shall contain places of performance, distance 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 Liaison(s) as further bookings are arranged.

**49:11 Return to Point of Origin**

(A) **Under Contract**

When an Artist remains under contract and is returned to the Point of Origin following an overnight tour, they shall receive the applicable payments provided for in Clause 49:03(B)(ii).

(B) **After Contract**

Should an Artist's contract end or be terminated while they are touring away from the Theatre's Point of Origin, the Artist shall be returned to their Place of Residence on the following day and shall receive one-seventh (1/7) of their Contractual Fee plus the applicable meal allowances provided for in Clause 49:03(B)(ii).

(C) **Other Means of Transportation**

If the Artist chooses not to accept the Theatre's designated means of transportation (consistent with the Artist's contract), the Theatre will pay the Artist the same meal allowance or per diem they would have received if they had travelled by the Theatre's designated means of transportation.

(D) **Application of Agreement During Return**

All the provisions of the ITA will be in full force and effect while returning the Artist to the Point of Origin and their place of residence.

**49:12 Travel by Artist Separate from Company**

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

**49:13 Transportation Between Housing and Theatre**

In every case where the Theatre is situated more than one-half (1/2) mile from the hotel, the Theatre will provide and pay for reasonable transportation, which may include public transportation where it is readily available, convenient, and safe, to the Theatre and back to the hotel after the performance. The provisions of Clause 30:05 shall apply.

#### **49:14 Rehearsals While on Tour**

##### **(A) Arrival in a New Location**

On the day of arrival in a new location, except in the case of replacements or emergencies, there may be no rehearsals other than as provided for below. There may be no invasion of Span of Day:

- (i) A rehearsal may be called three (3) hours after arrival at the place of housing.
- (ii) The rehearsal which shall not exceed the running time of the production, will be used to adjust to the new stage provided that no rest period is invaded.
- (iii) Following a rest period of a minimum of twelve (12) hours after the arrival in a new location, normal rehearsal conditions shall apply, with the exception that no rehearsals shall begin before 12:00 noon of the day following arrival in a new location.

While on tour, for an engagement of more than five (5) days in one (1) location where substantial changes are required in cast, Stage Management, technical personnel, or the technical presentation, rehearsals prior to the first public performance in the new location shall conform to the provisions of Clauses 24:04 and 24:09.

When a production returns to the Point of Origin from a tour and has not previously been presented in the theatre in which it plays, the provisions of the preceding paragraph may apply.

When travel time from the Point of Origin to the hotel is in excess of two (2) hours but does not exceed three (3) hours, the Artist is not required to perform any services for the Theatre until after a break of three (3) hours.

##### **(B) Sound Check in a New Location**

When performing in a new location Artists may be required to be called for a sound check immediately prior to the Half-Hour Call. The sound check may not exceed fifteen (15) minutes.

#### **49:15 Break Between Calls**

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

#### **49:16 Closing Away From Point of Origin**

If the company closes away from the Point of Origin, the Theatre may, at the Artist's option, and if the Artist has a bona fide reason, return them to the Point of Origin prior to returning them to their place of residence.

#### **49:17 Luggage on Tour**

On tour the Theatre shall be responsible for the transportation of up to three (3) large suitcases (or equivalent), acceptable to the means of transportation available, to a maximum of sixty-eight (68) kilograms in total.

##### **(A) Transfer at Point of Origin**

The Theatre shall be responsible for either transporting or paying the cost of transporting the Artist and their luggage to and from the terminal, or to the point of departure and from the point of return. Reimbursement of expense incurred by the Artist shall be made in the week said expense is incurred upon presentation of receipts.

##### **(B) Availability Of**

The Artist's luggage shall be readily available to them on a daily basis.

## 49:18 Air

All flights shall be on regularly scheduled airlines, or on a chartered flight. The Artist may travel by airplane subject to the following conditions:

### (A) Artist Unwilling

Should the Artist be unwilling to travel by air, they must advise the Theatre before signing the ITA Engagement Contract.

### (B) Calculation of Travel Time

Air travel time shall be computed from the time of call for departure from the organized point of departure until time of arrival at destination (hotel or theatre) and includes travel to and from airports, all waiting time at terminals, flight time and stop-over time, and all delays of any nature whatsoever, however caused, except that there shall be a one (1) hour tolerance for delays caused by inclement weather, mechanical failure, delays in departure of commercial carriers, or other conditions over which the Theatre has no control, including time lost going through customs and immigration at international borders. Tolerance for delays in excess of one (1) hour for the above reasons may be permitted. The reasons for the delay shall be filed with Equity and shall be subject to the provisions of Clause 49:25.

### (C) Prohibited Travel Time

Travel by air shall not be scheduled between 12:00 midnight and 8:00 a.m., except under conditions beyond the Theatre's control. Details of such conditions shall be filed with Equity in advance, and the scheduling of such travel shall be subject to the provisions of Clause 49:25. Where the total air travel time exceeds six (6) hours on a one-performance day, or eight (8) hours on a non-performance day, the Artist shall invoice the Theatre at the rate stipulated on line one (1) of Schedule "A" in the current ITA Fee Booklet. If the Artist is required to travel during a designated rest period, the Artist shall also invoice the Theatre at the rate stipulated on line three (3) of Schedule "A" in the current ITA Fee Booklet. 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.

Travel by air on a two-performance day is not permitted.

### (D) Cancelled Departure

Should departure by airplane be cancelled, adequate housing shall be provided to each Artist including hotel room between 12:00 midnight and 8:00 a.m. If the hotel room is not provided free of charge by the airline, the Artist shall not be required to pay for such hotel room if by so doing they would be required to pay for two (2) hotel rooms within a single span of twenty-four (24) hours. The Theatre shall make every possible endeavour to provide such housing.

If the airline and/or the Theatre fail to provide such housing to the Artist where it is evident that they could have been provided, then the Artist shall invoice the Theatre at the rate stipulated on line one (1) of Schedule "A" in the current ITA Fee Booklet. Stop-over time ceases when a hotel room is provided as above (between 12:00 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 Theatre and not due to the airline's rescheduled departure, the Artist shall invoice the Theatre at the rate stipulated on line one (1) of Schedule "A" in the current ITA Fee Booklet up to 8:00 a.m.

### (E) Charter Flights

When a flight is chartered by the Theatre, the makeup kits will, whenever possible, be carried on the same plane as the Artists. 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) Rest Period Before Departure

There shall be an interval of at least eleven (11) hours between the arrival at the hotel and the next day's call for departure.

#### **49:19 Rail Transportation**

##### **(A) Overnight Travel**

If the schedule requires transportation between 12:00 midnight and 8:00 a.m., first-class sleeping arrangements (roomette or bedroom if available) shall be furnished to each Artist.

##### **(B) Sleeping Arrangements**

Should first-class sleeping arrangements not be obtained, where they would normally be available, the Theatre shall pay the Artist an amount equal to the difference between the cost of coach transportation and the cost of individual first-class sleeping arrangements.

##### **(C) Calculation of Travel Time**

Travel time shall be computed from one-half (1/2) hour prior to the scheduled departure time of the train.

#### **49:20 Ferry Transportation**

If the schedule requires ferry transportation between 12:00 midnight and 8:00 a.m., the Theatre shall provide first-class sleeping arrangements and an expense allowance as specified in the current ITA Fee Booklet to each Artist in lieu of the regular per diem. Following continuous ferry travel of eight (8) hours or longer, and after arriving at the final destination (hotel or theatre) after disembarkation, there shall be a minimum rest period of four (4) hours during which the Artist is not required to perform any service for the Theatre. If the above conditions are met, travel after midnight will not constitute invasion of overnight rest (see Clauses 18:38, 26:10, 63:18(F), 55:12 and 55:21). Except for productions operating under Article 55:00, no travel by ferry is permitted on a two-performance day.

#### **49:21 Commercial Bus Transportation (Non-Charter)**

##### **(A) Limitation on Excess Travel Time**

No more than two (2) hours of scheduled overtime travel is permitted, except under conditions beyond the Theatre's control. Details of such conditions shall be filed with Equity in advance and the scheduling of such travel shall be subject to the provisions of Clause 49:25. If the travel time exceeds the limitations in Clause 49:25, the Artist shall invoice the Theatre at the rate stipulated on line one (1) of Schedule A.

##### **(B) Prohibited Travel Time**

Should travel between the hours of 12:00 midnight and 8:00 am be required because of conditions beyond the Theatre's control, details of such conditions shall be filed with Equity and shall be subject to the provisions of Clause 49:25.

##### **(C) Calculation of Travel Time**

Travel time shall be computed from one-half (1/2) hour before the time the bus is scheduled to leave.

##### **(D) Rest Period Before Departure**

There shall be an interval of at least eleven (11) hours between the final curtain, on any one (1) night, and the bus call for the next day's travel. In the case of consecutive days being completely devoted to travel with no performances there shall be an interval of at least eleven (11) hours between the termination of one day's bus journey and the beginning of the following day's bus journey.

##### **(E) Unforeseeable Conditions**

Travel time shall not include time lost due to accidents on the road or other unforeseeable conditions.

##### **(F) Transportation between Destination and Hotel**

Upon arrival at the destination, the Theatre will provide and pay for immediate transportation by private vehicle to the Artist's hotel and to the bus station from the hotel for subsequent travel on the tour.

#### 49:22 Private or Charter Bus Transportation

All bus travel shall be made under the following Clauses:

**(A) Routing**

The Theatre shall submit to Equity a detailed routing of any proposed bus tour.

**(B) Theatre's Representative**

An appointed representative of the Theatre shall travel with the company on the bus at all times. The Theatre's representative will keep the bus log which will contain at least the following: departure and arrival times (each hotel), comfort stop times, meal stop times. The Liaison will initial the log daily, verifying the figures entered if in agreement with same.

**(C) Comfort and Safety**

The Theatre agrees that the bus shall be equal in comfort, conditions and safety to those used by first-class long distance commercial bus companies, and that it shall be equipped with heat, air conditioners, separate luggage quarters, washroom and a seat for each Artist. The distance between seats shall be no less than thirty-one (31) inches. The bus shall be thoroughly cleaned each day, and the driver will be responsible for the loading and unloading of all luggage. The Theatre's contract with the bus company shall permit the Theatre to cancel the contract, if the above-stipulated conditions are not met. The Theatre shall instruct the driver to obey all traffic regulations, and speed and safety rules.

**(D) Artist's Responsibility and 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 their luggage available for loading at least fifteen (15) minutes prior to the scheduled departure time. If an Artist is responsible for a delay at any time, such delay shall not be counted as part of the travel time of the company. The Theatre may, for the convenience of the company, schedule pickup at a second hotel, in which event travel time shall commence from the scheduled departure from the second pickup. Computation of travel time shall end upon arrival of the bus at the first hotel in the town of destination.

**(E) Excess Travel Time**

If the applicable travel time set forth in Clause 49:01 is exceeded, the Artist shall invoice the Theatre at the rate stipulated on line one (1) of Schedule "A" for up to two (2) hours of excess travel. No more than two (2) hours of scheduled excess travel shall be permitted except under conditions beyond the Theatre's control. Details of such conditions shall be filed with Equity in advance and the scheduling of such travel shall be subject to the provision of Clause 49:25, and the Artist shall invoice the Theatre at the rate stipulated on line two (2) of Schedule "A".

**(F) Unforeseeable Conditions**

Travel time shall not include time loss due to accidents on the road or other unforeseeable conditions, or time lost by inspections by federal or provincial officials, or in going through customs at international borders.

**(G) Breakdowns**

Should there be more than three (3) breakdowns in a one (1) month period Equity shall have the right to require the Theatre to furnish a different bus.

**(H) Comfort Stops**

**(i) Requirement for Comfort Stops**

There shall be a minimum of one (1) comfort stop of at least ten (10) minutes during each (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.

**(ii) Missed Comfort Stop Payment**

A missed comfort stop payment of ten (\$10.00) dollars shall be paid to the Artist for each comfort stop not provided to the Artist by the Theatre, except in those cases where the Artists choose to delay a scheduled comfort stop.

**(I) Meal Stop**

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

**(J) 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 kilometre from the hotel, the bus will transport the Artist to the theatre, and return them to the hotel after performance or the Theatre will provide and pay for other transportation by private vehicle in lieu of this. However, where it is reasonable and convenient, public transportation may be used. 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 Theatre 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. Where the Artist is required by the Theatre to travel separately from the rest of the company to and from the theatre the Theatre shall supply said transportation.

**(K) Rest Period Before Departure**

There shall be an interval of at least eleven (11) hours between the arrival at the hotel and the next day's call for departure.

**(L) Prohibited Travel Time**

Night travel by private or charter bus between the hours of 12:00 midnight and 8:00 a.m. is prohibited except under conditions beyond the Theatre's control. Travel after 12:00 midnight is permitted in order to transport the Artists back to the Point of Origin following an evening performance on a local (not overnight) tour. Travel from the performance venue to the theatre in the Point of Origin (or mutually agreed drop-off point) is limited to one (1) hour. In such an instance, there shall be an interval of at least eleven (11) hours between the arrival at the theatre in the Point of Origin (or mutually agreed drop-off point) and the Artist's next call.

**49:23 Use of Other Vehicles**

In addition to the requirements detailed in Clause 49:22, excluding 49:22(C), the following conditions shall apply to the use of a vehicle other than a bus:

**(A) Mechanical Certification**

The Theatre agrees that the vehicle used to transport the Artists shall be in first-class mechanical condition, to be attested to in writing by a licensed mechanic or provincial Department of Transport, a copy of which shall be provided to Equity upon request.

**(B) Seating**

In passenger vans, station wagons, and automobiles, there may be more than two (2) persons to each row of seating only where the seat is large enough to accommodate that number in reasonable comfort.

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

**(C) Luggage and Equipment**

Luggage and equipment is to be safely stowed within the vehicle provided it does not cause inconvenience to the passengers and does not obstruct or restrict the driver. Safely stowed shall mean there is to be a physical barrier in place between the equipment, set pieces, etc., and the passengers. Alternatively, safely stowed shall mean the pieces noted above (equipment, set pieces, etc.) are tied down and nothing is allowed to sit freely in the equipment area. No luggage or equipment shall be carried on the roof of a vehicle unless it is safely loaded, secured, and covered.

**(D) Snow Tires**

Snow tires shall be used at all times during winter travel.

**(E) Vehicle Maintenance**

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

**(F) Drivers**

Where a professional driver is not used, an Artist may agree to drive on the following conditions:

- (i) Their fee shall be not less than as specified in the current ITA Fee Booklet when required to drive, in addition to the fee paid for the performance of the Artist's duties as a Performer or Stage Manager.
- (ii) All companies touring under the provisions of this Clause will have two (2) designated drivers per vehicle.
- (iii) Each driver must be properly licensed to drive the vehicle involved according to the provincial regulation of the Theatre's Point of Origin. Where the licensing requirements of the provincial regulation do not include a defensive/safe driving component, the driver must have successfully completed such a course.
- (iv) No driver may drive unless they have had an overnight rest period of eleven (11) hours.
- (v) No driver may drive more than three (3) consecutive hours per day, excluding rest stops and meal breaks.
- (vi) A rider shall be negotiated and attached to the Artist's contract specifying that driving is a part of the Artist's duties and the terms and conditions which apply.
- (vii) Any driver who is deemed by consensus of the company to drive in an unsafe manner shall be immediately replaced.
- (viii) While on the Theatre's business, an Artist cannot be held financially responsible for the deductible of the Theatre's insurance policies. The Theatre will inform the Artist of the Theatre's policy regarding parking tickets and traffic violations.
- (ix) The Theatre is financially responsible for all repairs to the vehicle and its maintenance costs, unless the repairs are necessitated by the Artist's negligence.

## **(G) Road Conditions and Weather**

When weather conditions indicate that travel could constitute a danger, the Stage Manager and Liaison together shall obtain a road/weather report from the police or Transport Canada in advance of inter-city travel. When such reports advise against travel, the Stage Manager and the Liaison together have the right to cancel or postpone travel until conditions improve. Such decision shall be taken where possible in consultation with the Theatre. Other than as amended within this Clause, the provisions of Clause 49:22 apply.

### **49:24 Automobile Transportation**

Where the Theatre requests the Artist to use their car for the use of the Theatre and where the Artist agrees to such use, the Artist shall be paid a mutually agreeable fee, not to be less than the per kilometre rate as specified in Clause 30:02(C) of the current ITA Fee Booklet. Such agreement shall be expressed by means of a rider to the Artist's contract.

### **49:25 Disputes**

Where Equity disputes the Theatre's assertion of conditions "beyond its control" or its qualifications for a tolerance for delay, as provided for in Article 49:00, the reasons for the delay shall be filed with Equity. If there is a disagreement as to what constitutes "beyond its control" the matter will be considered under Article 51:00 of the ITA.

## **50:00 OVERSEAS RIDER**

If the Theatre wishes to present the company outside of Canada and the continental United States, arrangements must be negotiated between Equity and the Theatre in advance, in writing. Such arrangements shall constitute an Overseas Rider to each standard contract, and will set forth the amendments to the terms and conditions of the ITA which shall apply to such tours.

Negotiations for overseas arrangements must take place within ten (10) business days of Equity's receipt of the Theatre's proposal.

Further to Clause 16:03, specific pay arrangements for an overseas tour must be negotiated with Equity and confirmed in the overseas rider. In any case, the per diem shall be paid at least one (1) week in advance of the week for which it is applicable.

Per Diem for travel outside of the continental United States and Canada shall be the greater of seventy-five percent (75%) of the current total amount (including incidentals) set by the Treasury Board of Canada Secretariat based on commercial housing, or at the minimum set in Clause 49:03(B)(i), whichever is greater. For Sector 2 productions, the per diem will be the current total amount (including incidentals) set by the Treasury Board of Canada Secretariat based on commercial housing, or at the minimum set in Clause 58:06, whichever is greater.

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

In addition to this per diem, the Theatre shall provide each Artist with single occupancy housing of a North American first class standard, satisfactory to the Artist, at no cost to the Artist.

## **51:00 INTERPRETATION OF THE ITA**

### **51:01 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, Equity has the right to determine, on behalf of the Artists, the correct interpretation or to resolve the conflict, and its decision shall be binding upon Equity, and the Artists, subject to Article 52:00. The signatories to this Agreement shall be immediately notified of such interpretation.

### **51:02 Interpretive Powers**

Should there be any conflict between Clauses or any basis for more than one (1) interpretation as to the meaning of them, the Theatre shall be the negotiator with Equity in settling questions of such conflict between Clauses or interpretations as to meaning of Clauses.

### **51:03 Oral and Written Interpretations**

As far as the Theatre is concerned, the interpretation of the engagement contract is its own responsibility and cannot rest on Equity. Where there is conflict between Clauses of the Agreement, or a dispute as to the interpretations of any Clause, Equity's interpretation shall prevail subject to the provisions of Article 52:00, Dispute Resolution.

Oral or telephone rulings and interpretations by Equity are binding upon both the Artists and the Theatre and may only be changed by Equity if expressed in writing. Written rulings or interpretations must either be approved or given by the Executive Director, or other authorized representative, and any such rulings shall be binding only when the representatives act within the power delegated to them by the Equity Council.

### **51:04 Estoppel**

Reasons given by Equity for requiring members to do any act, such as withdrawing from a cast, shall not preclude Equity from giving or relying on other or different valid reasons for its action. Similarly, a Theatre shall not be precluded from giving alternatively different valid reasons for its action or actions.

## **52:00 DISPUTE RESOLUTION**

The parties agree to be bound by the following. Except as provided hereinafter, this Article shall be subject to and construed by the laws of the province in which the Theatre has its point of origin.

### **52:01 Disagreement over interpretation**

When the Theatre and Equity are in disagreement over the interpretation and application of this Agreement, then Equity's interpretation shall prevail. However, either of the parties may request within five (5) business days a meeting to discuss this disagreement. Both parties shall meet within fourteen (14) days of the request being received, or on a mutually agreed date. At such meeting, either party may have whomsoever they wish in attendance, provided that each party is represented by an equal number, such number to be mutually agreed upon between the parties. At such meeting, both parties shall endeavour to settle the disagreement amicably. Following this, if the matter is not resolved to the satisfaction of the Theatre, then the Theatre may refer the matter to arbitration.

### **52:02 Equity to Act for Artists**

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

### **52:03 Demand**

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

### **52:04 Notice**

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

### **52:05 Appointment of Arbitrator**

The parties shall agree on an arbitrator as soon as possible after the sending of the demand for arbitration, and if no agreement on the appointment of an arbitrator can be

reached, then they, or either of them, shall request the Minister of Labour of the province in which the arbitration is to take place to appoint an arbitrator.

#### **52:06 Hearings**

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

#### **52:07 Binding Nature of Arbitration**

The parties agree to be bound by and to comply immediately with the findings, rulings and time limits set forth by the arbitrator.

#### **52:08 No Recourse to Court of Law**

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

#### **52:09 No Modification of Agreement**

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

#### **52:10 Theatre's Failure**

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

- (i) allow no Artist to be engaged or to continue to be engaged by the Theatre; and/or
- (ii) require the Theatre to pay immediately all Artists withdrawing from their engagement:
  - (a) all monies accrued and owing to the Artist; and
  - (b) for liquidated damages, an amount equal to all monies that would be payable to the Artist 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) week's fee; and/or
  - (c) deduct immediately from any security posted by the Theatre the monies payable under Clause 52:11(ii).

#### **52:11 Artist's Failure to Comply**

Where the Artist fails to comply with these arbitration procedures then Equity may discipline the member in accordance with the disciplinary procedures set out in Equity's Constitution and By-Laws.

#### **52:12 Expenses**

The arbitrator's compensation and expenses shall all be borne equally by the Theatre and Equity.

### **53:00 MUSICAL THEATRE**

This Article applies to the production of musical theatre presentations. Unless otherwise stated, the normal provisions of the ITA apply in addition to this Article.

#### **53:01 Rehearsal Conditions**

##### **(A) Breaks**

The length of breaks in a rehearsal day must total at least fifteen (15) minutes within each two (2) hours of rehearsal.

##### **(B) Raked Stage**

In cases where a raked stage is to be used in performance, Dancers shall not be required to rehearse on said stage for more than eight (8) rehearsal days prior to the first public performance of the production concerned.

## 53:02 Extended Rehearsal Days

### (A) Single Production and Stock

During the last ten (10) days of rehearsal prior to the first public performance of a single production, or any production in a stock season, there may be up to three (3) days during which the Artist may be called to rehearse nine (9) out of twelve (12) consecutive hours per day, with a break of at least one-and-a-half (1-1/2) hours after a maximum of five (5) hours of rehearsal.

The three (3) days must involve on-stage, technical, or dress rehearsals.

There may be one (1) other regular rehearsal day (seven (7) hours out of a span of eight-and-a-half (8-1/2) hours) on which the Artist may be required to rehearse for up to five (5) hours before a meal break is required.

There shall be a minimum of twelve (12) hours between the end of a day's work and the call to work on the next day. Should a call continue for longer than five (5) hours without the required meal break, the Artist shall invoice the Theatre at the rate stipulated on line one (1) of Schedule "A" in the current ITA Fee Booklet.

Notwithstanding the above, if there are three (3) full weeks of rehearsal prior to the first public performance, there may be one (1) additional rehearsal day during which the Artist may be called to rehearse nine (9) out of twelve (12) consecutive hours with a break of at least one-and-a-half (1-1/2) hours after a maximum of five (5) hours of rehearsal. This day must involve on-stage, technical, or dress rehearsal. In such a case no more than three (3) extended rehearsal days may be consecutive (see Clause 58:08). There shall be a minimum of twelve (12) hours between the end of a day's work and the call to work on the next day. Should a call continue for longer than five (5) hours without the required meal break, the Artist shall invoice the Theatre at the rate stipulated on line one (1) of Schedule "A" in the current ITA Fee Booklet.

### (B) Repertory

During the last ten (10) days of rehearsal prior to the first public performance in a repertory season, there may be up to two (2) days for each production during which the Artist may be called to rehearse nine (9) out of twelve (12) consecutive hours per day with at least a two (2) hour break after a maximum of five (5) hours of rehearsal. At least one (1) such day must involve on-stage, technical, or dress rehearsals.

There shall be a minimum of twelve (12) hours between the end of a day's work and the call to work the next day. Should a call continue for longer than five (5) hours without the required meal break the Artist shall invoice the Theatre at the rate stipulated on line one (1) of Schedule "A" in the current ITA Fee Booklet.

### (C) Rehearsal and Performance Hours Away From Point of Origin

For any ten (10) out of the first twelve (12) weeks after the first paid public performance away from the Point of Origin, but before the official opening at the Point of Origin, in addition to the provisions of Clause 53:03, the following shall apply:

#### (i) Once per Week

Once per week during any five (5) of these ten (10) of the first twelve (12) weeks, each Artist may be called for ten (10) out of twelve (12) consecutive hours of rehearsal, travel and/or performance. This may not be done on a two-performance day.

#### (ii) Rest Period

If the Artist is called as provided for in (1) above, there shall be a rest period of not less than eleven (11) hours between the end of the Artist's call on the preceding day and the Artist's call on the ten (10) out of twelve (12) hour day.

**(iii) Maximum Number**

The ten (10) out of twelve (12) hour day, if used, need not be on the same day for all Artists, but each Artist may be called for no more than five (5) such days.

During the remaining two (2) weeks of such twelve (12) week period, rehearsal, travel and performance may not exceed seven (7) hours out of eight-and-a-half (8-1/2) consecutive hours in any one day (including breaks required).

**53:03 After First Public Performance – Exceptions to Standard Rehearsal Conditions**

The following exceptions to the above will apply:

After the first public performance of the last production of a stock or repertory season, or after the first public performance of a single production in which the Artist is appearing, rehearsals for the Artist in these circumstances shall be limited to:

**(A) During the First Fourteen (14) Days**

During the first fourteen (14) days after the first public performance, seven (7) days of rehearsal can be scheduled on the same terms as stipulated in Clauses 24:09, Rehearsals on a Performance Day, or 24:03, Standard Rehearsal, whichever is applicable.

**(B) Single, Stock and Repertory Theatres**

**(i) Single Productions**

Following the first fourteen (14) days after the first public performance, as specified above, rehearsals shall be limited to a total of four (4) hours per week and shall be taken in one (1) four (4) hour call.

Such rehearsal shall take place on a day when there is not more than one (1) performance and shall not take place on the day immediately following the Free Day. Additionally, such rehearsal may not be scheduled on the day following two (2) consecutive two (2) performance days, unless there is no performance on that day.

**(ii) Stock and Repertory**

In stock and repertory, following the first fourteen (14) days after the first public performance, as specified above, rehearsals shall be limited to a total of eight (8) hours per week and there shall be not more than two (2) rehearsal calls not to exceed four (4) hours each in any one (1) week. Such rehearsals shall be scheduled in accordance with Clause 24:09(E), and may not be scheduled on the day following two (2) consecutive two (2) performance days, unless there is no performance on that day.

**(C) Additional Rehearsal Services**

The Artist shall invoice the Theatre at the rate stipulated on line one (1) of Schedule "A" in the current ITA Fee Booklet for any rehearsal calls in excess of the maximum hours stipulated in this Clause 53:03.

**53:04 First Aid Availability**

Where dance comprises a major element of any production the Theatre undertakes that a member of its staff who has a working knowledge of first aid shall be immediately available throughout rehearsals and performances and that an injury supply kit shall be kept on hand in the theatre and the rehearsal area.

## **54:00 JOINT PRODUCTIONS**

### **Preamble**

If a Theatre wishes to undertake a Joint Production with a Theatre not adhered to the ITA, the terms and conditions shall be negotiated with Equity in advance of such Joint Productions. When a Sector 1 Theatre produces under Article 54:00 with a Sector 2 Theatre, the production will be subject to the provisions of the ITA which apply to Sector 2 Theatres. If there is a disagreement regarding any other relationship between a Sector 1 and Sector 2 Theatre, the matter shall be considered under Article 51:00 of the ITA.

### **54:01 Auditions**

The Theatre must hold open auditions for the season or the Joint Production for Equity members in each of the locations to be governed by this Article. Where it can be demonstrated that the available membership in a location is insufficient to warrant such auditions, auditions in the nearest location where the available membership is sufficient may be substituted.

### **54:02 Information Letter**

Before engaging any Artist for a Joint Production, the two (2) Theatres involved in presenting the Joint Production must provide Equity with a co-signed letter giving information about the Joint Production, i.e. title, rehearsal schedule, performance dates, hiatus dates (if applicable), travel days, security arrangements, dues and benefits invoice recipient(s), Director's/Choreographer's royalty, points of origin and the proposed Company Category to Company Category calculation for the production.

### **54:03 Conversion to a Joint Production**

#### **(A) After Contracts are Issued**

However, circumstances may exist where a production may be designated a Joint Production after contracts with Artists have been signed with one (1) Theatre. In such circumstances, the two (2) Theatres shall present to Equity a proposal for presentation of the production in the second location. Should Equity agree to the proposal, the Artists shall be advised of this either in writing or after beginning rehearsals at a company meeting and shall be given full information about the Joint Production, including performance dates and name of second Theatre. When a production is subsequently designated a Joint Production, all involved Artists shall be offered the option of continuing with the production in the second Point of Origin.

#### **(B) Re-Negotiation of Contracts in Second Point of Origin**

ITA Engagement Contracts with all Artists who agree to appear in the production in the second Point of Origin shall be re-negotiated, including those Artists who have already negotiated a Contractual Fee in excess of the minimum fee applicable to the Joint Production. In no case may the Artist's Contractual Fee for the Joint Production be less than the Contractual Fee originally negotiated for the initial production at the first Theatre.

#### **(C) Basis for Negotiation**

Where a production is designated a Joint Production in accordance with Clause 54:03(A), then the basis for negotiation shall be the appropriate minimum fee stipulated in Clause 54:05, applied on a retroactive basis to the beginning of the Artist's ITA Engagement Contract. ITA Engagement Contracts shall be executed in accordance with Clause 54:08. Should the provisions of this Clause apply there may be no hiatus (see Clause 54:11).

#### **(D) Artist Elects Not to Continue**

Should the Artist elect not to continue with the production in the second Point of Origin:

- (i) their contract may not be terminated by the Theatre for this reason prior to the end of the originally scheduled engagement (inclusive of any extensions) in the first Point of Origin; and
- (ii) the minimum fees required in Clause 54:05 and/or retroactive payments required in Clause 54:03(C), shall not apply.

#### **54:04 Replacement Artists**

##### **(A) Changes in Cast**

Notwithstanding the definition in Clause 18:10, 18:11 and 18:23, Children, Children's Chorus members or Extras may be replaced in the second and subsequent points of origin.

##### **(B) After the Conclusion**

After the conclusion of a Joint Production, and with application to and the advance agreement of Equity, replacement Artists may be engaged under the following terms. An Artist replacing another Artist who has terminated their contract, or is replacing an Artist who has refused an offer to extend their contract, and who is engaged after the latest anticipated closing date of the Joint Production, including options, may be engaged under the terms of Clause 16:13 at the Company Category of the Theatre at which the production is taking place, provided the following is true: that the Theatre has become the sole producer of the run which extends beyond the Joint Production's anticipated closing date, and provided that the run takes place at that Theatre's Point of Origin. Otherwise, the provisions of Clauses 49:03(B)(i) and 49:03(B)(ii) shall apply. Should the production move to another location, the provisions of Clauses 49:03(B)(i) and 49:03(B)(ii) will apply to that Artist.

#### **54:05 Actor Minimum Fees for a Joint Production**

The minimum weekly fees for a Joint Production shall be as specified in the current ITA Fee Booklet.

#### **54:06 Housing**

The Theatre agrees to furnish the Artist with a list of at least two (2) places of housing in the second, third and fourth venues, when available, offering housing at different price ranges, in advance of signing the contract.

#### **54:07 Contract Information**

An Artist offered a contract for a Joint Production must be provided with the names of the Theatres involved, the starting date of the rehearsals and the proposed schedules (including travel days, the Free Day referred to in Clause 54:10 and the date of the first public performance in each Point of Origin) for the duration of the Joint Production including any scheduled hiatus if allowed (see Clause 54:11).

#### **54:08 Working In-Town and On Tour**

The Artist will be engaged on a single contract covering the period of the Joint Production. The two (2) Theatres involved in presenting the Joint Production must both sign the Artist's contract, and the Artist shall be considered to be working in-town when rehearsing or performing at the first Point of Origin and shall be considered to be on tour when proceeding to and at the second Point of Origin, except that the Contractual Fees paid in both locations shall be not less than the minimum fees stipulated in Clause 54:05. If there are any further performances outside the two (2) original points of origin, then these performances shall be considered to be in a touring situation, and all standard touring conditions shall apply (Article 49:00), with the exception of minimum fees, which will be determined by the higher of the first two (2) Theatre's points of origin, and shall be in accordance with Clauses 16:13 and 49:03(B)(i).

#### **54:09 Transportation**

The Theatres of the Joint Production shall, at their own expense, transport the Artist from their place of residence to the first Theatre's Point of Origin and from the second Theatre's Point of Origin return the Artist to their residence according to Clause 30:01. Transportation will also be provided at no expense to the Artist between the two (2) Theatre's points of origin. However, the Theatres shall not be responsible for transportation payments in the event the Artist chooses to travel at a time, or by means, other than that provided by the Theatre.

#### **54:10 Free Day Between Points of Origin**

The Artist shall have at least one (1) day free of any obligation to the Theatre between the close of the production at the first Theatre's Point of Origin, and the first performance at the second Theatre's Point of Origin.

#### **54:11 Hiatus**

There shall be no more than one (1) unpaid ten (10) day hiatus period between the end of performances at any one (1) of the Theatre's points of origin and the start of rehearsals and/or performances at the subsequent Theatre's Point of Origin. All other hiatuses shall be paid. Exact travel dates and the exact dates for any hiatus will be clearly set down as a rider in the Artist's ITA Engagement Contract. The Theatres agree that when such a hiatus takes place they will pay to all Artists whose place of residence is different from the first Point of Origin:

##### **(A) Cost of Transportation**

The cost of transportation to the Artist's place of residence and then to the second Point of Origin in the same manner as provided for in Clause 30:01.

##### **(B) Payment for Travel**

One-seventh (1/7) of the Artist's Contractual Fee for any day spent in travel to and/or from the Artist's place of residence unless the Artist arrives at their residence prior to 6:00 p.m. in which case payment shall be according to Clause 49:03(A).

Should the Theatres elect to pay the Artist their Contractual Fee during such hiatus, Clauses 54:11(A) and (B) shall not apply, but the Artist shall be free to leave the Point of Origin during such a period.

Nevertheless, the Artist has no obligation to the Theatre during any unpaid hiatus period set down in the Artist's ITA Engagement Contract.

Artists engaged on Run-of-the-Play ITA Engagement Contracts and Guaranteed ITA Engagement Contracts must be paid during the hiatus period. Should there be a hiatus of less than a full week the Artist shall be paid one-seventh (1/7) of their Contractual Fee for each day of work.

Following the end of the one (1) week, all Artists must be returned to their Contractual Fee. In a case when the provisions of Clause 54:03 apply this Clause 54:11 shall not apply and there shall be no hiatus.

#### **54:12 Rehearsals**

Rehearsals scheduled for a Joint Production in the subsequent Theatres' points of origin shall conform to the conditions stipulated in Clause 49:14, except that there may be up to five (5) extended rehearsal days to be used in any combination in the two (2), three (3) or four (4) points of origin. Notwithstanding the above, no more than four (4) extended rehearsal days will be used in any Point of Origin.

#### **54:13 Stage Management**

##### **(A) Transfer of Responsibilities**

The Stage Management responsibilities for the Joint Production may be transferred from the Stage Management personnel in one Point of Origin to the Stage Management personnel in a subsequent Point of Origin. If Stage Management personnel are required to travel during any transfer of responsibilities, said personnel shall be considered to be on tour, and shall be paid the per diem provided for in Clauses 49:03(B)(i) and 49:03(B)(ii).

##### **(B) Engaged for Duration**

Alternatively, the Stage Management personnel may be engaged for the Joint Production's rehearsal period at all Theatres, in which case the minimums established in Clause 63:07(B) shall apply from the date that Stage Management personnel begin work on the production (no later than its first rehearsal) and, in the case of Stage Manager, one (1) week prior to the beginning of rehearsal.

##### **(C) Staffing Requirements**

The Stage Management staffing requirements for the production will be established by the highest of the Company Categories involved in the Joint Production.

#### **54:14 Breaches**

If a breach of the ITA arises out of the Joint Production by one (1) or more Theatres, all Theatres, as signatories to the engagement, shall be held equally responsible, and all Theatres shall deal with the consequences.

#### **54:15 Directors and Choreographers**

##### **(A) Fees and Royalties**

The Director's or Choreographer's minimum fee for directing/choreographing a Joint Production will be not less than the applicable minimum fees at the first Point of Origin. However, the Director and the Choreographer will receive royalties for use of their production/choreography at the second and subsequent points of origin, which royalties shall in no case total less than thirty (30%) percent of the applicable minimum Director/Choreographer's fees at the higher of the first two (2) points of origin.

The Director's or Choreographer's royalty specified in Clauses 60:06 and 62:07 shall apply from the eleventh week of performance.

##### **(B) Outside the Original Point of Origin**

When a Director and/or Choreographer is required for duties outside of the original Point of Origin, the additional dates "on tour", the negotiated mode of transportation to and from the subsequent Point of Origin and the negotiated provisions for housing shall also be specified by means of a rider to the Artist's ITA Engagement Contract.

If the Director or Choreographer is required for duties at the second Point of Origin, a separate fee commensurate with the work to be done will be negotiated and specified by means of a rider to the Artist's contract.

However, if a Director or Choreographer is required for duties at the third or subsequent points of origin, the separate fee to be negotiated and specified by means of a rider to the Artist's contract shall not be less than the daily rate provided for in Clause 60:04 for Directors and Clause 62:04(G) for Choreographers.

Clause 49:08 shall apply.

The special category for Director's or Choreographer's rates may not apply.

#### **54:16 Fight and/or Intimacy Directors**

##### **(A) Fees and Royalties**

The Fight and/or Intimacy Director's fee for a Joint Production shall not be less than the applicable minimum fees at the first Point of Origin. However, the Fight and/or Intimacy Director shall receive royalties for use of their work at the second and subsequent points of origin, which royalties shall in no case total less than thirty (30%) percent of the Fight and/or Intimacy Director's Contractual Fees at the higher of the first two points of origin.

The Fight and/or Intimacy Director's royalty stated in Clause 61:09 and 64:08 shall apply from the eleventh week of performance.

##### **(B) Outside the Original Point of Origin**

When a Fight and/or Intimacy Director is required for duties outside of the original Point of Origin, the additional dates "on tour", the negotiated mode of transportation to and from the subsequent Point of Origin and the negotiated provisions for housing shall also be specified by means of a rider to the Artist's ITA Engagement Contract.

If the Fight and/or Intimacy Director is required for duties at the second Point of Origin, a separate fee commensurate with the work to be done will be negotiated and specified by means of a rider to the Artist's contract.

However, if a Fight and/or Intimacy Director is required for duties at the third or subsequent points of origin, the separate fee to be negotiated and specified by means of a rider to the Artist's contract shall not be less than the daily rate provided for in Clause 61:04. Clause 49:08 shall apply.

## 54:17 Transfer Rider

Equity acknowledges that there may be circumstances that arise during the term of the ITA that would be addressed by co-production agreements adapted from the Transfer Rider utilized by Actors' Equity Association (U.S.) and the League Of Resident Theatres (LORT). Should the use of a similar rider be requested during the term of the ITA, Equity and the Theatre undertake to negotiate the terms and conditions of such a rider, in good faith, in a timely fashion.

## 55:00 THEATRE FOR YOUNG AUDIENCES

### Preamble

A Theatre presenting productions primarily for presentation to pre-school, primary and/or secondary school age audiences, either by means of travelling to the place of performance or at the regular place of performance in the Point of Origin, may operate under the provisions of this Article. The Theatre shall submit to Equity a description of its proposed productions or season, including performance schedules, and shall notify Equity of any change(s) to the original plan. Where Equity confirms that the proposed production or season meets the criteria of this Article, the terms and conditions of Article 55:00 shall apply.

The following do not apply to Theatre for Young Audiences:

- 16:13 Point of Origin Minimum Fees
- 18:42 Point of Origin (to determine the requirement of a meal "allowance" for a run-out; see Clause 55:17)
- 18:38 Production Stage Manager
- 18:66 Touring
- 19:02(C) Point of Origin
- 22:02 Touring into the USA
- 24:03(I) Free Time between Rehearsal and Performance or Performance and Rehearsal
- 24:03(N) Start of Day
- 24:09 Rehearsal on a Performance Day
- 24:10 After Opening - Exceptions to Standard Rehearsal Conditions
- 24:12 Understudy and Replacement Rehearsals
- 24:16(C)(i)(d) Notes
- 26:01 Half-Hour Call
- 26:02 Maximum Number of Performances in a Week
- 26:03 Maximum Number of Performances in a Day
- 26:04 Breaks Between Performances
- 26:05 End of Performance
- 26:06 Voluntary Talkbacks
- 26:07 Maximum Number of Performances in a Three-Day Period
- 28:04 Fire Drill (see Clause 55:27(E))
- 42:01(A) General Provisions-Billing
- 43:02(A) Calls for Recording
- 45:02(G) Failure to Secure Prior Written Consent
- 49:00 Article 49:00
- 60:06 Director's Royalty
- 63:05 Stage Management Staffing Formulae (except as provided for in Clause 55:27)
- 63:13(B) Duties and Responsibilities of Stage Management- Delegation (last sentence only does not apply)
- 63:15(A) Additional Duties - Lights and Sound
- 63:15(C) Company Management Duties
- 63:17(A) Rehearsal and Performance Conditions: Stage Management Working Day
- 63:17(B) Stage Management Preparation Time
- 63:18(F) Stage Management Overtime - Overnight Rest

- 63:20 Stage Management Touring
- 63:22 Stage Management - Replacement of Crew Members

**55:01 Company Category Calculation for Theatre for Young Audiences**

The Company Category for a production or season shall be determined as noted below. However, regardless of the applicable Company Category fees for the production or season all other conditions specified in Article 55:00 shall apply.

**(A) Non-touring Production**

For a production which does not contain a touring component and is presented only at a regular place of performance in the Point of Origin, the Theatre shall submit to Equity a Company Category Calculation in accordance with the provisions of Clause 15:02. Where it can be demonstrated that the gross box office potential will not exceed the upper limit of Company Category "F" in Article 15:00, the minimum fees shall be those specified for Theatre for Young Audiences.

**(B) Touring Productions**

For a production that tours, with local or overnight touring, Artists' fees for the engagement shall be governed by those minimum fees specified for Theatre for Young Audiences.

**(C) Formulae**

**(i) Single Productions, Not Part of a Series**

Calculate the full value of all seats in each ticket price category (i.e. the price of ticket to purchaser) to derive the box office potential for each performance. Select the maximum number of performances given in any one (1) week (i.e. a Monday to Sunday period as defined in Clause 18:20) and add their total potential together to derive the gross weekly box office potential.

The price of the ticket to purchaser is the full non-discounted price for the seat. Theatre for Young Audiences companies which submit Company Category Calculations in accordance with Article 55:00, for productions that do not contain a touring element, may use the student ticket price for performances beginning before 4:30 p.m. For performances beginning after 4:30 p.m., the calculation will be based on half the available seats at the full adult non-discounted ticket price, and the remaining half of the available seats at the children's or student ticket price.

Subtract Entertainment Tax (if any), Goods and Services Taxes or Harmonized Sales Tax (hereinafter called GST or HST), ticket services charges (such as those imposed by recognized third party ticketing services) and capital improvement fund surcharges (hereinafter called CIF) to derive the net box office potential (the deductions shall also apply to Pay What You Can performances). The Theatre will be required to supply Equity with a copy of any third-party agreement upon request. (the Theatre may apply to Equity for the exclusion of capital improvement fund ticket surcharges and other venue surcharges from the price of the ticket. This application should be made prior to preparing the Company Category Calculation.)

Compare the net box office potential to the table as specified in the current ITA Fee Booklet to establish Company Category.

**(ii) Series of Productions with Consistent Ticket Prices**

Complete a Company Category Calculation for each venue or series separately.

Calculate the full value of all seats in each ticket price category (i.e. the price of ticket to purchaser) for each performance in the series (including previews), to derive the gross box office potential per performance.

The price of ticket to purchaser is the full non-discounted price for the seat. However, Theatre for Young Audience companies which submit Company Category Calculations in accordance with Article 55:00, for productions that do not contain a touring element, may use the student ticket price for performances beginning before 4:30 p.m. Subtract Entertainment Tax (if any), GST or HST, ticket services charges (such as those imposed by recognized third party ticketing services), and CIF (the deductions shall also apply to Pay What You Can performances). The Theatre will be required to supply Equity with a copy of any third-party agreement upon request. (the Theatre may apply to Equity for the exclusion of capital improvement fund ticket surcharges and other venue surcharges from the price of the ticket. This application should be made prior to preparing the Company Category Calculation.)

Add the box office potential for all performances of each production in the series, to derive the series gross box office potential.

If the series of productions is on subscription the Theatre may subtract an additional amount equal to thirty (30%) percent of the total subscription revenue from the last comparable series, resulting in the series net box office potential.

Calculate the total number of performance weeks for the series. For the purposes of this calculation, a performance week is any week in which five (5) or more public performances are presented. For weeks in which fewer than five (5) performances are given, each such performance is counted as one-eighth (1/8) of a week.

Divide the series gross box office potential (or, if the series is a subscription series, divide the series net box office potential), by the total number of performance weeks in the series and compare to the table as specified in Clause 15:01 of the current ITA Fee Booklet to establish Company Category.

**(iii) Special Circumstances**

**(a)** The Theatre offers one (1) or more productions outside the series; and/or

**(b)** One (1) or more productions in the series is at a different venue; and/or

**(c)** One (1) or more productions in the series has different ticket prices from the majority of the productions to be given in the series.

Please contact Equity for clarification of the calculation.

**(D) Supporting Documentation**

A Theatre with subscription sales must support its figures with detailed box office statements.

If requested, the Theatre shall also submit to Equity copies of its detailed calculations for the season's box office potential.

The Theatre shall also submit to Equity copies of its season brochure or similar documentation showing its regular ticket prices for its season or production.

No Theatre may change in Company Category as a result of Article 55:01 without the prior written consent of Equity, which shall not be unreasonably withheld.

**(E) Multiple Venues**

**(i) Point of Origin**

Where a Theatre occupies more than one (1) performance venue in its Point of Origin, the Company Category applicable to a production presented exclusively in a particular performance venue shall be determined by the potential weekly box office gross of that venue.

**(ii) Differing Categories**

When a Theatre occupies more than one (1) venue with differing Categories, any Artist engaged for more than one (1) venue shall be paid at no less than the minimum fee applicable for the venue possessing the highest Company Category for the duration of their engagement at each venue, unless the Artist is engaged under a separate contract for their engagement at each venue.

**(F) Transfer**

Should the box office potential at the new venue after a Transfer result in a different Company Category in accordance with Clause 55:01 (C), the minimum fee for Artists engaged for the transfer will be adjusted accordingly.

**55:02 Minimum Fees**

Clause 55:02(A) shall apply when the Artist is performing at the Point of Origin or on a local tour (not overnight). Clause 55:02(B) shall also apply when the Artist is touring away from the Point of Origin and overnight.

**(A) Actor Non-Touring and Local Touring**

The minimum weekly fees shall be as specified in the current ITA Fee Booklet.

When the Theatre is required to operate under a Company Category as per Article 55:00 Preamble it shall engage Actors as per Clause 16:13.

**(B) Touring Overnight**

When the Artist is required to travel outside the Point of Origin on an overnight tour, the Contractual Fee shall be augmented by a per diem not less than as specified in the current ITA Fee Booklet. This per diem is not subject to Clause 3:03 (Deductions). It shall be paid at least one (1) week in advance of the week for which it is applicable. When touring in the United States, the minimum per diem will be the appropriate per diem not less than as specified in the current ITA Fee Booklet in U.S. dollars or the minimum AEA rate, whichever is greater.

In instances when the Theatre provides commercial housing for the Artist during the tour, and subject to the Artist's approval of the provided housing, the per diem shall be not less than as specified in the current ITA Fee Booklet for every day for which the Artist is supplied free housing. Should the Artist refuse the housing provided by the Theatre, the full per diem will apply.

**(C) Director**

The minimum weekly fees for a Director for shall be as specified in the current ITA Fee Booklet.

In cases where two (2) TYA productions are rehearsed concurrently, for any week that only one (1) show rehearses, one (1) weekly fee shall be payable. For any week that both shows are rehearsed, two (2) weekly fees shall be payable.

After one hundred (100) performances, the Director shall receive a royalty payment of three (3%) percent of their weekly fee for each subsequent week of performance. If the original Director directs a revival as defined in Clause 18:50, they shall receive a Contractual Fee of no less than one-half (1/2) the original total directing fee, or one-half (1/2) the minimum fee applicable to the Theatre reviving the work, whichever is greater.

**55:03 Billing**

Where no house boards are available and the regulations for the facility in which the performances are given do not permit the distribution of house programs, one of the Actors will be given the responsibility of introducing the Actors and the Stage Manager to the audience. They shall also announce that they are a company of professional Actors who are members of Canadian Actors' Equity Association and (Name of Theatre) engages Artists under the terms of the Independent Theatre Agreement.

**55:04 Recordings and Photo Calls**

Clause 43:02(A), with regard to recordings and photo calls on a two-performance day, will not apply as long as the recordings and/or photo calls are accomplished within the daily/weekly work hours provided for in Article 55:00.

**55:05 Recordings Used for Future Opportunities**

The Theatre may make a promotional video in accordance with Clause 44:09(C) in which case the applicable minimum fees shall be fifty (50%) percent of those stipulated in Clause 44:09(C).

**55:06 Company Rules**

All company rules shall be posted at the beginning of rehearsal and kept posted throughout the engagement, in the theatre, in the company vehicle, or other conspicuous location.

**55:07 Work Week and Working Hours**

When the Artist is required to perform, conduct workshops, travel or rehearse they are deemed to be working.

**55:08 Number of Working Hours in a Week**

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

**55:09 First Call of the Day**

The first call of the morning cannot be before 7:00 a.m. The Artist shall invoice the Theatre at the rate stipulated on line three (3) of Schedule "A" in the current ITA Fee Booklet if they are called prior to 7:00 a.m.

**55:10 Span of Day for Local Touring**

The Artist shall be deemed to be touring locally on condition that the span of time from the first call of the day at the designated pickup point in the Theatre's Point of Origin does not exceed ten (10) hours. In the case of stage management, the span of day may be increased up to eleven (11) hours to encompass up to one (1) hour of preparation time in accordance with Clause 55:27(A).

**55:11 Rehearsals****(A) Allowable Rehearsal Hours**

Rehearsals before the first public performance are governed by Clauses 24:03 (excluding (1)) and 24:04. Furthermore, there may be two (2) extended rehearsal days (ten (10) hours out of a span of twelve (12) hours) pursuant to the provisions of Clause 24:05. Rehearsals after the first public performance may be scheduled within the limitation on work hours in a work day or a work week.

Where a production is initially presented in a theatre, there may be three (3) extended rehearsal days, one (1) of which must involve on-stage, technical, or dress rehearsals.

**(B) Rehearsals on a Two or Three Performance Day**

An Artist may not be called to rehearse on a two (2) or three (3) performance day except within the first week of a tour in which case there may be two (2) days where they may be called to rehearse on a two (2) performance day.

**55:12 Overnight Rest Period**

The overnight rest period shall be twelve (12) hours for all Artists.

**55:13 Free Day**

**(A) After First Public Performance**

After the first public performance the Artist may be required to work on six (6) days of the week. There shall be one (1) Free Day in each week. The Free Day must be entirely free and the Artist is prohibited from performing any service for the Theatre.

**(B) Tour**

In addition to the above, when the Artist is touring (local or overnight) there shall be one (1) other day in each week which shall consist of a maximum of one (1) performance and/or travel and/or emergency rehearsal.

**55:14 Performance Provisions**

**(A) Performance Hours**

**(i) Maximum Number of Performance Hours in a Week**

There may be up to twenty (20) hours of performance time in any Engagement Week. Performance time shall include performances, workshops, discussion periods, or any combination thereof.

**(ii) Unused Performance Hours Available for Load-ins and Load-outs**

Load-ins and load-outs as provided for in Clause 55:25 may be adjusted by using up to one (1) hour per day of the unused allowable weekly performance hours.

**(B) Maximum Per Day**

The number of performance hours, inclusive of intermissions within performances, but exclusive of intervals between performances or half-hour calls (as applicable) in any one day, shall not exceed four (4) hours.

**(C) Starting Time**

At least sixty-five (65%) percent of the performances in any one (1) week must begin no later than 4:30 p.m., failing which, the Theatre will operate according to the provisions of Article 26:00 for the week in question.

**(D) Performances per Day**

Each company of Artists shall not be required to perform more than three (3) performances in a single day.

**(E) Number of Locations**

Performances shall not take place in more than two (2) locations per day.

**(F) Intermission Length**

An intermission contained within a performance shall not exceed twenty (20) minutes. There shall be a minimum of fifteen (15) minutes interval between performances. However, on a day where three (3) performances are given in one (1) location, there must be at least one (1) interval of thirty (30) minutes between two (2) of the consecutive performances.

**(G) Running Time**

The running time of performances, inclusive of intermissions within performances, but exclusive of intervals between performances or half-hour calls (as applicable) shall not exceed two (2) hours.

**(H) Payment for Additional Performance Hours**

A sum equal to one-tenth (1/10) of the Contractual Fee shall be paid for each performance hour (or part thereof) over two (2) in any performance, or over four (4) in each day, or over twenty (20) in each week. The Contractual Fee shall be paid, even if fewer than twenty (20) performance hours are worked.

### **55:15 Notification of Schedule**

At the time of negotiation of the Artist's contract, the Theatre will advise the Artist, to the best of its knowledge, of the anticipated schedule and further advise if the schedule may be subject to change at some time during the run of the production. The Artist will be notified at least two (2) weeks in advance of the local touring or overnight status of any given week.

### **55:16 Travel**

The Artist shall travel with the company by such routes as the Theatre may direct. 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 Theatre shall, at its 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.

#### **(A) Fees**

All fees are payable in the legal tender of Canada. In the United States, fees payable shall not be less than the applicable minimum fees established by Actors' Equity Association (U.S.) from time to time. The applicable minimums shall be confirmed, in writing, by Equity to the Theatre, prior to the issuance of any contracts.

#### **(B) Hotel Reservations**

##### **(i) Responsibility For**

Whenever the company performs away from the Point of Origin, the Theatre shall be responsible for securing hotel reservations and shall furnish a list of at least two (2) hotels, when available, offering housing at different price ranges. At least two (2) weeks prior to the departure date, the Theatre will submit this list to the company. Within one (1) week thereafter, the Artist must indicate their acceptance or their preference to arrange for their own housing. Unless the Artist notifies the Theatre of their acceptance of such housing, the Theatre shall be relieved of further responsibility. If the Artist has complied with this requirement, and does not receive housing upon arrival, they shall not be required to rehearse or perform until such housing is forthcoming. However, should circumstances beyond the Theatre's control make it impossible for the Theatre to provide such housing, the Artist shall not avail themselves of this right. If the Artist refuses to accept the housing that they have requested and obtained through the Theatre, then the Artist shall be liable for only one (1) night's charges for said housing, if required by the Theatre, unless the Theatre can show proof that it is liable for more than one (1) night's housing, in which case the Artist shall reimburse the Theatre.

##### **(ii) Reduced Rate**

The Theatre agrees that it will make every effort to obtain specially reduced hotel rates for multiple reservations, for all Artists, wherever they are obtainable.

##### **(iii) Quality of Housing**

Due regard shall be given to obtaining such housing within a reasonable walking distance from the theatre.

Housing secured by the Theatre must be safe, clean, and of a respectable nature and class, and they must be substantially as represented to the Artist when offered, failing which, alternative housing which meets these standards must be found, and the Theatre shall be liable for any resultant additional cost to the Artist. Where the Theatre disputes its liability under the provisions of this paragraph, it shall be relieved of payment of such additional cost until a determination of its liability has been made under the provisions of Article 52:00.

**(C) Purchase of Travel Insurance**

**(i) Requirement**

Equity will place travel insurance for all Artists for whom the placement of travel insurance is required by the provisions of the ITA. This requirement includes, but is not limited to, local, regional, run-out and overnight tours. Travel insurance is not inclusive of supplemental health insurance when required by Clause 49:09.

**(ii) Plan**

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

**(iii) Payment Of**

**(a) Premiums**

The applicable premium payments for the coverage, as established by Equity, are due to Equity's office no later than thirty (30) days after the end of the calendar month in which the travel insurance was required.

**(b) Late Payments**

Payments which do not reach Equity's office by the due date will be assessed a two (2%) percent interest charge, compounded monthly.

**(iv) Monthly Billing Reminder**

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

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

**(D) Health Insurance**

In addition to the travel insurance provided for in 49:08(A), the Theatre agrees to pay for health insurance for Artists on tour outside Canada.

**(E) Route Sheet**

The Theatre shall submit to Equity and the Liaison(s) of the company a route sheet (on a form provided by Equity) which shall contain places of performance, distance 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 Liaison(s) as further bookings are arranged.

**(F) Return to Point of Origin**

**(i) Under Contract**

When an Artist remains under contract and is returned to the Point of Origin following an overnight tour, they shall receive the applicable payments provided for in Clause 55:18.

**(ii) After Contract**

Should an Artist's contract expire while on tour, they shall be returned to the Point of Origin on the following day and shall receive one-seventh (1/7) of their Contractual Fee plus the applicable meal allowances provided for in Clause 55:18.

**(iii) Other Means of Transportation**

If the Artist chooses not to accept the Theatre's designated means of transportation (consistent with the Artist's contract), the Theatre will pay the Artist the same meal allowance or per diem they would have received if they had travelled by the Theatre's designated means of transportation.

**(iv) Application of Agreement During Return**

All the provisions of the ITA will be in full force and effect while returning the Artist to the Point of Origin and their place of residence.

**(G) Travel by Artist Separate from Company**

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

**(H) Transportation Between Housing and Theatre**

In every case where the Theatre is situated more than one-half (1/2) mile from the hotel, the Theatre will provide and pay for reasonable transportation, which may include public transportation where it is readily available, convenient, and safe, to the Theatre and back to the hotel after the performance. The provisions of Clause 30:05 shall apply.

**(I) Luggage on Tour**

On tour the Theatre shall be responsible for the transportation of up to three (3) large suitcases (or equivalent), acceptable to the means of transportation available, to a maximum of sixty-eight (68) kilograms in total. When the company is travelling by passenger van, mini-bus or other vehicle, 55:16 (I) (i) and (ii) only apply in the case of an overnight tour of seven (7) days or more.

**(i) Transfer at Point of Origin**

The Theatre shall be responsible for either transporting or paying the cost of transporting the Artist and their luggage to and from the terminal, or to the point of departure and from the point of return. Reimbursement of expense incurred by the Artist shall be made in the week said expense is incurred upon presentation of receipts.

**(ii) Availability Of Luggage**

The Artist's luggage shall be readily available to them on a daily basis.

**(J) Air**

All flights shall be on regularly scheduled airlines, or on a chartered flight. The Artist may travel by airplane subject to the following conditions:

**(i) Artist Unwilling**

Should the Artist be unwilling to travel by air, they must advise the Theatre before signing the ITA Engagement Contract.

**(ii) Calculation of Travel Time**

Air travel time shall be computed from the time of call for departure from the organized point of departure until time of arrival at destination (hotel or theatre) and includes travel to and from airports, all waiting time at terminals, flight time and stop-over time, and all delays of any nature whatsoever, however caused, except that there shall be a one (1) hour tolerance for delays caused by inclement weather, mechanical failure, delays in departure of commercial carriers, or other conditions over which the Theatre has no control, including time lost going through customs and immigration at international borders. Tolerance for delays in excess of one (1) hour for the above reasons may be permitted. The reasons for the delay shall be filed with Equity and shall be subject to the provisions of Clause 49:25.

**(iii) Cancelled Departure**

Should departure by airplane be cancelled, adequate housing shall be provided to each Artist including hotel room between 12:00 midnight and 8:00 a.m. If the hotel room is not provided free of charge by the airline, the Artist shall not be required to pay for such hotel room if by so doing they would be required to pay for two (2) hotel rooms within a single span of twenty-four (24) hours. The Theatre shall make every possible endeavour to provide such housing.

If the airline and/or the Theatre fail to provide such housing to the Artist where it is evident that they could have been provided, then the Artist shall invoice the Theatre at the rate stipulated on line one (1) of Schedule "A" in the current ITA Fee Booklet. Stop-over time ceases when a hotel room is provided as above (between 12:00 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 Theatre and not due to the airline's rescheduled departure, the Artist shall invoice the Theatre at the rate stipulated on line one (1) of Schedule "A" in the current ITA Fee Booklet up to 8:00 a.m.

**(K) Rail Transportation**

**(i) Sleeping Arrangements**

Should first-class sleeping arrangements not be obtained, where they would normally be available, the Theatre shall pay the Artist an amount equal to the difference between the cost of coach transportation and the cost of individual first-class sleeping arrangements.

**(ii) Calculation of Travel Time**

Travel time shall be computed from one-half (1/2) hour prior to the scheduled departure time of the train.

**(L) Ferry Transportation**

If the schedule requires ferry transportation between 12:00 midnight and 8:00 a.m., the Theatre shall provide first-class sleeping arrangements and an expense allowance as specified in the current ITA Fee Booklet to each Artist in lieu of the regular per diem. Following continuous ferry travel of eight (8) hours or longer, and after arriving at the final destination (hotel or theatre) after disembarkation, there shall be a minimum rest period of four (4) hours during which the Artist is not required to perform any service for the Theatre. If the above conditions are met, travel after midnight will not constitute invasion of overnight rest (see Clauses 18:38, 26:10, 63:18(F), 55:12 and 55:21). Travel by ferry is permitted on a two-performance day.

**(M) Commercial Bus Transportation (Non-Charter)**

**(i) Prohibited Travel Time**

Should travel between the hours of 12:00 midnight and 8:00 am be required because of conditions beyond the Theatre's control, details of such conditions shall be filed with Equity and shall be subject to the provisions of Clause 55:16 (Q).

**(ii) Unforeseeable Conditions**

Travel time shall not include time lost due to accidents on the road or other unforeseeable conditions.

**(iii) Transportation between Destination and Hotel**

Upon arrival at the destination, the Theatre will provide and pay for immediate transportation by private vehicle to the Artist's hotel and to the bus station from the hotel for subsequent travel on the tour.

**(N) Private or Charter Bus Transportation**

All bus travel shall be made under the following Clauses:

**(i) Comfort and Safety**

The Theatre agrees that the bus shall be equal in comfort, conditions and safety to those used by first-class long distance commercial bus companies, and that it shall be equipped with heat, air conditioners, separate luggage quarters, washroom and a seat for each Artist. The distance between seats shall be no less than thirty-one (31) inches. The bus shall be thoroughly cleaned each day, and the driver will be responsible for the loading and unloading of all luggage. The Theatre's contract with the bus company shall permit the Theatre to cancel the contract, if the above-stipulated conditions are not met. The Theatre shall instruct the driver to obey all traffic regulations, and speed and safety rules.

**(ii) Unforeseeable Conditions**

Travel time shall not include time loss due to accidents on the road or other unforeseeable conditions, or time lost by inspections by federal or provincial officials, or in going through customs at international borders.

**(iii) Comfort Stops**

**(a) Requirement for Comfort Stops**

There shall be a minimum of one (1) comfort stop of at least ten (10) minutes during each (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.

**(b) Missed Comfort Stop Payment**

A missed comfort stop payment of ten (\$10.00) dollars shall be paid to the Artist for each comfort stop not provided to the Artist by the Theatre.

**(iv) Meal Stop**

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

**(O) Use of Other Vehicles**

Permission is given to travel by passenger van, mini-bus or other vehicle.

**(i) Mechanical Certification**

The Theatre agrees that the vehicle used to transport the Artists shall be in first-class mechanical condition, to be attested to in writing by a licensed mechanic or provincial Department of Transport, a copy of which shall be provided to Equity upon request.

**(ii) Seating**

In passenger vans, station wagons, and automobiles, there may be more than two (2) persons to each row of seating only where the seat is large enough to accommodate that number in reasonable comfort.

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

**(iii) Cargo**

All equipment and other cargo must be safely and securely stowed. Whenever possible, the cargo area shall be separated from the passenger area by a cargo cage, or other appropriate barrier. The packing of the van shall be planned by the Theatre in conjunction with the Stage Manager, rehearsed with the Artists, and subsequently recorded. Each Artist who will be required to assist with the loading of equipment shall be given a copy of the plan, which may be changed by the Stage Manager in consultation with the Theatre provided that it does not compromise the safety or integrity of the pack.

**(iv) Snow Tires**

Snow tires shall be used at all times during winter travel.

**(v) 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 Theatre.

**(vi) Drivers**

Where a professional driver is not used, an Artist may agree to drive on the following conditions:

- (a) Their fee shall be not less than as specified in the current ITA Fee Booklet when required to drive, in addition to the fee paid for the performance of the Artist's duties as a Performer or Stage Manager.
- (b) All companies touring under the provisions of this Clause will have two (2) designated drivers per vehicle.
- (c) Each driver must be properly licensed to drive the vehicle involved according to the provincial regulation of the Theatre's Point of Origin. Where the licensing requirements of the provincial regulation do not include a defensive/safe driving component, the driver must have successfully completed such a course.
- (d) No driver may drive unless they have had an overnight rest period of twelve (12) hours.
- (e) No driver may drive more than three (3) consecutive hours per day, excluding rest stops and meal breaks.
- (f) A rider shall be negotiated and attached to the Artist's contract specifying that driving is a part of the Artist's duties and the terms and conditions which apply.
- (g) Any driver who is deemed by consensus of the company to drive in an unsafe manner shall be immediately replaced.
- (h) While on the Theatre's business, an Artist cannot be held financially responsible for the deductible of the Theatre's insurance policies. The Theatre will inform the Artist of the Theatre's policy regarding parking tickets and traffic violations.
- (i) The Theatre is financially responsible for all repairs to the vehicle and its maintenance costs, unless the repairs are necessitated by the Artist's negligence.

**(vii) Road Conditions and Weather**

When weather conditions indicate that travel could constitute a danger, the Stage Manager and Liaison together shall obtain a road/weather report from the police or Transport Canada in advance of inter-city travel. When such reports advise against travel, the Stage Manager and the Liaison together have the right to cancel or postpone travel until conditions improve. Such decision shall be taken where possible in consultation with the Theatre. Other than as amended within this Clause, the provisions of Clause 55:16 apply.

**(viii) Directions and Meal Breaks**

The Theatre will make every effort to supply the Artist with detailed, accurate instructions for travel to each performance venue, and, if a meal break is required, this information will also include the location of the closest convenient area with restaurants and public washrooms. Travel to and from the location for the meal break should not infringe upon the one (1) hour meal break. A choice of location for the meal break will be reasonably exercised by the company of Artists depending on the circumstances.

**(ix) First Aid Kits and Emergency 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.

**(x) Travel Time Calculation**

Travel time shall commence and be computed from the time the vehicle is scheduled to leave. The Artist shall be prompt and punctual for all travel calls and shall make their luggage available for loading at least fifteen (15) minutes prior to the scheduled departure time. The Theatre may, for the convenience of the company, schedule pickup at a second hotel, in which event travel time shall commence from the scheduled departure from the second pickup. Computation of travel time shall end upon arrival of the vehicle at the first hotel in the town of destination.

**(xi) Delays**

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.

**(P) Automobile Transportation**

Where the Theatre requests the Artist to use their car for the use of the Theatre and where the Artist agrees to such use, the Artist shall be paid a mutually agreeable fee, not to be less than the per kilometre rate as specified in Clause 30:02(C) of the current ITA Fee Booklet. Such agreement shall be expressed by means of a rider to the Artist's contract.

**(Q) Disputes**

Where Equity disputes the Theatre's assertion of conditions "beyond its control" or its qualifications for a tolerance for delay, as provided for in Article 49:00, the reasons for the delay shall be filed with Equity. If there is a disagreement as to what constitutes "beyond its control" the matter will be considered under Article 51:00 of the ITA.

**55:17 Outside Point of Origin**

**(A) Meal Provided for a Run-out**

Whenever the Artist is required by the Theatre for any reason to be away from the Point of Origin for up to ten (10) consecutive hours, the Theatre shall provide a meal to the Artist, that is satisfactory to the Artist and at no cost to the Artist.

Alternatively, in lieu of providing a meal to the Artist the Theatre may provide a ten dollar (\$10.00) stipend to the Artist.

For the purposes of this Clause, the Theatre's Point of Origin shall be a sixty-six (66) kilometre radius from the Theatre's primary place of business.

**(B) Per Diem**

The per diem shall apply whenever the Artist is required by the Theatre for any reason to be away from the Theatre's Point of Origin for more than ten (10) hours. However, should the company agree and the Theatre consent, up to one (1) hour of additional travel time shall be allowed for the purpose of returning the company to the Point of Origin, and the Artist shall invoice the Theatre at the rate stipulated on line nine (9) of Schedule "A" in the current ITA Fee Booklet, without the addition of the per diem.

**55:18 Return to the Point of Origin**

On a day during which the Artist is returned to the Point of Origin from an overnight tour and the Artist is still under contract, the Artist shall receive an expense allowance as specified in the current ITA Fee Booklet.

**55:19 Weeks with Local and Overnight Touring**

In the case of a week with both local and overnight touring, in addition to the Contractual Fee the Artist shall receive their per diem for each applicable day.

**55:20 Additional Services**

For any additional service provided in excess of the weekly limits specified herein, or in excess of the daily limits, regardless of the total number of hours worked in that week, the Artist shall invoice the Theatre at the rate stipulated on line nine (9) of Schedule "A" in the current ITA Fee Booklet.

## **55:21 Overnight Rest**

For any additional service provided in excess of the limits specified herein during the overnight rest period, the Artist shall invoice the Theatre at the rate stipulated on line three (3) of Schedule "A" in the current ITA Fee Booklet.

## **55:22 Hours and Breaks**

### **(A) Point of Origin**

On a day on which the Theatre is presenting all presentations at the regular place of performance in the Point of Origin, subject to the weekly limitations on hours specified in Clause 55:08, the day's work is limited to a maximum of nine (9) hours inclusive of all breaks and rest periods from the time of the first call of the day to release at the end of that day. On such a day there must be:

- (i) a one (1) hour meal break after not more than five (5) hours of work, or if the total hours worked in a day are five (5) hours or less then the meal break may be thirty (30) minutes; and
- (ii) a half-hour call for each presentation; and
- (iii) a break of one (1) hour between a presentation and any rehearsal prior or subsequent thereto (exclusive of the half-hour call). Such a break may run concurrently with a required meal break as specified in (i) above.

After the opening of a single or stock production, or after the last opening of a production in repertory, the day following the Free Day shall be free of rehearsals, with the exception of emergency rehearsals, for productions which are presented in a theatre.

### **(B) Touring, Local and Overnight**

On a day on which the Theatre is presenting a presentation or presentations away from the regular place of performance in the Point of Origin, subject to the weekly limitation on hours specified in Clause 55:08 above, the day's work is limited to a maximum of ten (10) hours from the time of pickup at the designated pickup point to the time of return to that point (or organized drop-off point). The ten (10) hours shall include a one (1) hour meal break during which the Artist may not be required to work or provide any service whatsoever for the Theatre, including travel. The Theatre will make every effort to ensure that the touring schedule provides sufficient information and time for the Artists to take their meal break in a comfortable and convenient location. A meal break must occur after not more than five (5) hours of work, unless it is the unanimous wish of the company to postpone it until a more convenient time, in which case the meal break penalty will not apply.

### **(C) Additional Services Fees for Actors**

If the break is less than one (1) hour, the following provisions shall apply:

- (i) For additional service provided during the first half-hour or part thereof, the Artist shall invoice the Theatre at the rate stipulated on line nine (9) of Schedule "A" in the current ITA Fee Booklet;
- (ii) For additional service provided during the second half-hour or part thereof, the Artist shall invoice the Theatre at the rate stipulated on line nine (9) of Schedule "A" in the current ITA Fee Booklet in addition to (i) above.

The Theatre shall schedule at least fifteen (15) minutes prior to the first presentation of the day solely for the Actor to prepare themselves for the performance. Fight and/or Intimacy Rehearsals in accordance with Clause 24:03(K)(ii)(c) must occur prior to the fifteen (15) minute preparation time. Where scheduling allows, and where the Artist requests, the Theatre shall also provide at least fifteen (15) minutes Actor preparation time prior to each subsequent performance.

**(D) Additional Services Fees for Stage Management**

In circumstances where a Stage Manager and/or an Assistant Stage Manager's meal break is under one (1) hour they will be compensated according to Line 7 of Schedule "A".

In the event that the Theatre anticipates that a meal break may be compromised, the Theatre will endeavour to provide Theatre staff to assist with reset as requested by stage management.

**(E) Notice**

Notwithstanding the above and on condition that the Artist receives not less than seven (7) days notice, once in any Engagement Week, daily working hours need not be consecutive on a two-performance day. On such a day, the Artist shall have three (3) hours of free time, not including meal break, between the end of service for the first presentation and the call for the second, and there shall be no rehearsal. When touring overnight, this Clause shall apply only when:

- (i) both presentations are in the same location; and
- (ii) housing is available to the Artist for the period between the presentations; and
- (iii) there is no load-in or load-out on that day; and
- (iv) the ten (10) hours of work are reduced to maximum of nine (9).

**55:23 Unpaid hiatus**

There shall be no unpaid hiatus, unless stated and agreed to in the ITA Engagement Contract. Such unpaid hiatus shall be subject to the following terms:

**(A) Official School Break**

The Theatre has the right to schedule an unpaid hiatus during any official school break during the school year (in the spring, only one (1) official break will apply), provided that the engagement consists of not less than eight (8) weeks of rehearsal and/or performance, and provided that there are no fewer than two (2) Engagement Weeks prior to and no fewer than one (1) Engagement Week subsequent to the hiatus.

**(B) Artist's Services**

During an unpaid hiatus, the Theatre shall not be entitled to the Artist's services, except that there may be a run-through rehearsal on the day of re-opening in accordance with the ITA.

**(C) Round Trip Transportation**

Should the Theatre schedule an unpaid hiatus, it shall pay the cost of round trip transportation, as provided for in Clause 30:01, to and from each Artist's place of residence, plus one-seventh (1/7) of the Contractual Fee for each day spent travelling to and from the Artist's place of residence, provided that the Artist arrives at their destination prior to 8:00 p.m. For any such travel day involving a later arrival at the Artist's destination or an overnight stay in transit, the Artist shall additionally be paid a per diem.

**55:24 Additional Duties**

**(A)** Any additional duties other than acting must be specifically negotiated before the original contract is signed and must be included in a rider to the contract. Any such additional duties which involve any Actor in work in excess of the hours of work provided for, or which involve the invasion of any break or rest period provided for in Article 55:00, the Artist shall invoice the Theatre at the rate stipulated on the appropriate line of Schedule "A" in the current ITA Fee Booklet.

**(B) Laundry and Maintenance Duties**

An Artist cannot be required to clean and/or maintain costumes, props or scenery unless it is negotiated and included in a rider to the Artist's contract and the Artist is compensated at not less than the Additional Duties Fee stipulated in 16:11(A).

**55:25 Set-Ups, Strikes, Load-Ins and Load-Outs**

If the Artist is required to assist with the load-in, set-up, strike or load-out, this requirement must be specifically negotiated and agreed upon before the original contract is signed, and must be included in a rider to the contract. With reference to Clause 28:21, the Theatre will ensure that the scenic and technical components of the production will not put undue physical strain on those Artists responsible for load-in, load-out, set-up and strike. Nevertheless, no Artist shall be required to move, lift or carry scenery or equipment beyond their physical capability. In a case where the Artist is physically moving scenery and equipment as opposed to supervising the movement of same, and the total time involved in these operations exceeds one (1) hour for each location, the Artist shall invoice the Theatre at the rate stipulated on line one (1) of Schedule "A" in the current ITA Fee Booklet. However, where there is more than one (1) presentation in the same location involving different scenic elements for each presentation, there may be an additional fifteen (15) minutes allowed for each changeover.

Load-ins and load-outs may not be required at more than two (2) locations in one (1) day. However, security and/or weather issues may require certain items to be removed from the vehicle overnight, in which case, the Artists may be required to assist in this respect to a maximum of five (5) minutes at the beginning and an additional five (5) minutes at the end of the day, provided this time is within the allowable span of the day; otherwise, the Artist shall invoice the Theatre at the rate stipulated on line one (1) of Schedule "A" in the current ITA Fee Booklet.

Where a performance takes place in a venue primarily used for professional theatre performances and a stage crew is assigned to the tasks of load-in, load-out, set-up or strike, this duty will not be required of the Artist.

However, the Theatre may require the Artist to supervise said crew.

During regular rehearsal hours prior to the departure of a tour, the Theatre shall conduct a minimum of one (1) load-in, set-up and strike rehearsal for the production.

**55:26 Understudy Parts**

All Understudy parts must be stated in the contract or in a rider to the contract, to be agreed upon no later than one (1) week before the first public performance.

**55:27 Stage Management**

**(A) Requirement**

The Theatre must engage an Equity Stage Manager who shall be subject to the provisions of Article 63:00 (excluding Clauses 63:05; last sentence only of 63:13 (B); 63:15 (A); 63:17 (A); 63:18 (F); 63:20 and 63:22. Additionally, the provisions of Clause 63:17(B), Preparation Time, shall also apply, except that the preparation time shall be limited to one-and-a-half (1-1/2) hours per day. The provisions of Clause 55:16 (O) will apply to driving.

**(B) Staffing**

Where the Theatre is operating at a Company Category level according to the provisions of Clause 15:02, Stage Management staffing will be according to the provisions of Clause 63:05.

**(C) Prorated Payments**

Where a production will not be presented in a theatre, the Theatre may engage the Stage Manager on a prorated basis for four (4) days immediately prior to the rehearsal period and retain their services for three (3) days immediately following closing in lieu of the one (1) week prior to the beginning of rehearsals. One of the four (4) days immediately prior to the rehearsal period must be a Free Day (see Clause 63:07(C)(i)(b)).

**(D) Additional Duties - Lights and Sound**

Where the Theatre requires Stage Management personnel to operate lighting and/or sound boards in the absence of a lighting or sound technician, it shall be considered an additional duty and shall be contracted separately in writing and included in a rider to the contract. The Artist shall receive fair additional compensation for such duties. However, where the duties take place for productions presented in a theatrical venue for six (6) or more consecutive days, the Artists shall be compensated at the rate outlined in Clause 16:11(A) in the current ITA Fee Booklet for that period. Stage Management personnel may refuse to undertake an additional duty.

**(E) Fire and Emergency Procedures**

After arrival at the presentation site and prior to the commencement of the first presentation, it is the Stage Manager's responsibility that all Artists be informed of fire procedures and emergency exits.

**(F) Additional Duties after First Public Performance**

After the first public performance, should the performance of additional duties or other duties occur outside the span of the working day or invade any break or rest period, the Stage Manager shall be compensated at the appropriate overtime rate.

**(G) Replacements**

All replacement Stage Managers shall be hired one (1) week prior to the date on which they are to take over the production.

**(H) Participation in Follow-Up Workshops**

The Stage Manager may, but is not required to participate in follow-up workshops.

**(I) Company Management Duties**

Where in the absence of a Company Manager the Theatre requires Stage Management personnel to assume Company Manager duties it shall be considered an added duty. Company Manager duties include but are not limited to any situation in which a Stage Manager, in the absence of a Theatre representative or publicist, is responsible for organizing major publicity events, arranging housing whether in or out of town, collecting any fees owed to the Theatre, meeting and/or transportation of Actors and/or goods at arrival or departure points.

The Stage Manager shall be free to negotiate with the Theatre additional compensation for the added duties and shall be included in a rider to their ITA Engagement Contract.

**55:28 Non-Members**

When the Theatre is not operating under a Company Category there may be up to two (2) Actors who are non-members, provided that the number does not exceed one-third (1/3) of the acting company. Non-members contracted under this clause shall not be subject to the minimum fees stated in Clause 55:02. However, where a non-member is engaged at a fee equivalent to or in excess of seventy-five (75%) percent of the minimum fee in Clause 55:02, the Theatre shall deduct and remit to Equity a Filing Fee in accordance with Clause 22:01(B).

A non-member engaged under an ITA Engagement Contract for TYA touring may be offered a limited membership in Equity that will extend for the duration of the ITA Engagement Contract.

The Stage Manager must be a member of Equity, but, in addition to an Equity Stage Manager, there may be an unlimited number of Apprentice Stage Managers.

## 55:29 Showcase Engagement Contract

This Clause applies to TYA showcase presentations of performances of entire productions, excerpts from productions, workshops, discussion periods, or any combination thereof. Showcase presentations are defined as demonstrations of presentations before potential presenters only, for the sole purpose of promoting future sales of the presentations. Showcases may take place under the umbrella of a contact event, concurrent with a contact event, or may be separately organized. Except for subsidy of incurred expenses, the Theatre must not earn revenue for the showcase performance if operating under the terms of this Clause.

### (A) Following Previous Production

A showcase presentation under Clause 55:29(A) may only take place following a previous presentation of the same production, and not prior to the premiere of the production by that Theatre.

Subject to a written proposal by the Theatre to Equity, outlining the details of the showcase activity, and Equity's agreement that the proposed activity conforms to the provisions of this Clause, the following terms and conditions apply. Unless explicitly modified, the appropriate terms of the ITA apply to these engagements.

#### (i) Minimum Fees

The minimum fees shall be as specified in the current ITA Fee Booklet.

The minimum engagement period of two (2) weeks as defined in Clause 34:02 does not apply to activities undertaken under Clause 55:29.

#### (ii) Hours of Work

- (a) The work week is based on 42 (forty-two) hours excluding meal breaks.
- (b) The work day cannot exceed seven (7) out of eight (8) hours, of which no more than four (4) hours can be inclusive of presentations.
- (c) There shall be a one (1) hour meal break after four (4) hours of work.
- (d) If there are more than four (4) days in any Engagement Week, the weekly fee shall apply.
- (e) There shall be a minimum of one (1) day off in each Engagement Week of one (1) week or more.
- (f) The overnight rest period shall be twelve (12) hours. The Artist shall not be called prior to 7:30 a.m.

#### (iii) Stage Management

For engagements of one week or less, the Stage Manager will be engaged for one (1) day prior to the beginning of the showcase engagement. For engagements of up to two (2) weeks, the Stage Manager will be engaged for three (3) days prior to the beginning of the workshop engagement. For engagements in excess of two (2) weeks, the Stage Manager will be engaged one (1) week prior to the beginning of the workshop engagement.

#### (iv) Directors

If the original Director is not engaged for the showcase, the original Director will receive the three (3%) percent royalty (Clause 55:02(C)) for each week of the engagement or part thereof.

### (B) Presentation Prior to Premiere

A showcase presentation prior to the premiere by that Theatre of a production may only take place under Clause 55:29(B).

A one (1) week ITA Engagement Contract may be issued under Clause 55:29(B) subject to the following terms:

- (i) the performance does not take place within eight (8) weeks of an actual production of the play being showcased;
- (ii) it can be demonstrated that the Theatre receives no revenue from this performance;
- (iii) it can be demonstrated that the performance is solely for the purpose of promoting the production for future remounts; and

- (iv) the Artists involved are guaranteed the right of first refusal on any tours produced as a result of that specific performance, such acceptance or refusal to be confirmed no less than six (6) weeks prior to the commencement of the engagement (twelve (12) weeks in the case of overseas touring for which work visas must be obtained).

**(C) Re-Opening**

For activities under Clause 55:29, Clause 38:22 does not apply.

**(D) Notice of Termination - Artist to Theatre or Theatre to Artist**

- (i) Daily engagements: Forty-eight (48) hours' written notice without penalty.
- (ii) Engagements of one (1) week or more: One (1) week's written notice without penalty.
- (iii) Engagements of more than two (2) weeks: Two (2) weeks' written notice, or two (2) weeks' Contractual Fee in lieu of notice.

**(E) Overseas Showcases**

In the case of a showcase performance overseas, the provisions of Article 50:00 apply.

**55:30 Joint TYA Productions**

Two TYA Theatres may undertake a Joint Production under the terms and conditions of Article 54:00. Minimum weekly fees for a Joint TYA Production shall be as specified in the current ITA Fee Booklet.

**56:00 OMITTED**

**57:00 WORKSHOPS AND READINGS**

This Article applies to workshops for the development of new work (including translations or adaptations), and to readings of new or existing works. Irrespective of the Theatre's Company Category, the terms and conditions outlined in this Article shall apply.

**(A) Workshops**

The focus of workshops is clearly understood to be on dramaturgical process rather than production. A workshop may involve exploring various aspects of the work, such as story, text, movement, music, or any element of staging or design, however emphasis should remain on the development of the work, not on performance or polishing production values for any presentation or future production.

**(B) Readings**

Readings may be conducted for new, unpublished, or unproduced works, or for existing works. It is understood that readings do not involve revision or development of the work, and in no case shall readings involve any staging, choreography, costumes, or other significant design or production elements.

**(C) Presentations related to Workshops or Readings**

A workshop or reading may entail a presentation, either to colleagues (e.g. project collaborators or Theatre personnel) or to a public audience. In all cases involving a public presentation, the Artist will be informed of that expectation at time of offer.

**57:01 Workshops and Readings Registration**

The Theatre shall file with Equity a Workshops and Readings Registration outlining the details of the activity no later than two (2) business days prior to the start of the activity. Should the activity be a part of any Artist's standard ITA Engagement Contract, this shall be noted on the Registration Form.

**57:02 Minimum Fees**

**(A) For Workshops with No Public Presentation(s)**

The minimum fees as specified in the current ITA Fee Booklet for Clause 57:02(A) shall apply.

**(B) For Workshops with Public Presentation(s)**

The minimum fees as specified in the current ITA Fee Booklet for Clause 57:02 (B) shall apply.

**(C) For Readings with No Public Presentation(s)**

The minimum fees as specified in the current ITA Fee Booklet for Clause 57:02(C) shall apply.

**(D) For Readings with Public Presentation(s)**

The minimum fees as specified in the current ITA Fee Booklet for Clause 57:02(D) shall apply.

If the potential box office exceeds the upper limit of Company Category G, the appropriate Company Category fees in Clause 57:02(B) will be substituted. In that instance, in the case of Directors' and Choreographers' rates, please contact Equity for the appropriate rate.

**57:03 Working Conditions**

- (i) The work week is based upon a forty-two (42) hour week, excluding meal breaks.
- (ii) The minimum call shall be four (4) hours. If the work day exceeds four (4) hours, exclusive of meal breaks, the daily rate shall apply for that day.
- (iii) The work day cannot exceed seven (7) out of eight (8) hours.
- (iv) There shall be a minimum of one (1) Free Day in each week for engagements of one (1) week or more.
- (v) Notwithstanding Clause 57:03(iv), when there is a public presentation of the activity, one (1) day may consist of ten (10) out of twelve (12) hours.
- (vi) There shall be one (1) hour meal break after four (4) hours of work (or five (5) hours on a day governed by Clause 57:03(vi)).
- (vii) Equity will consider proposals under this Article which do not meet ordinary scheduling requirements.
- (viii) If a Theatre contracts an Artist for less than a one (1) week period, the Artist is free to take other work with no penalty, provided forty-eight (48) hours written notice is given to the Theatre.

**57:04 Rider for Workshop Contracts**

- (i) It is understood that there may be creative, technical and/or production elements explored that are integral to the development of the work. The Artist will be informed of these elements in a rider to the ITA Engagement Contract.
- (ii) If the Theatre requires the Artist to prepare and/or learn material prior to the start of the engagement, the details of what is to be prepared must be provided in a rider to the Artists' ITA Engagement Contract and compensated at no less than the four-hour call fee as specified in Clause 57:02 (A) in the current ITA Fee Booklet.
- (iii) There is to be no requirement for the Artist to deliver a finished performance.

**57:05 Stage Management**

**(A) Requirement**

Stage Managers will be required for activities where there are technical or production elements requiring Stage Management supervision. Actors may not discharge Stage Management functions in this regard. Stage Managers are recommended for all activities having a public presentation(s).

**(B) Finished Production or Prompt Book not Required**

There is to be no requirement for the Stage Management personnel to organize a finished production or prompt book.

**(C) Preparation Time**

**(i) Prior to Workshop or Reading**

Should the Theatre deem it necessary, a Stage Manager may be engaged for preparation time prior to the start of a workshop or reading at a rate of not less than the full daily rate stipulated in Clause 63:07 (D) for four (4) or fewer days of preparation, or the weekly fee stipulated in Clause 63:07 (D) for more than four (4) days of preparation.

(ii) **During Activity**

All Stage Management calls shall include one (1) hour of preparation time per day. Such preparation time shall be compensated at a rate of no less than one-fourth (1/4) of the four (4) hour call rate stipulated in Clause 63:07 (D) of the current ITA Fee Booklet.

**57:06 Public Presentation**

- (i) There will be no more than three (3) presentations per Engagement Week.
- (ii) There will be no more than nine (9) presentations per activity.
- (iii) Except when the Artist is engaged on a weekly basis, there will be no more than one (1) public reading under Clause 57:02(C).
- (iv) The time taken for public presentations is to constitute part of the working day, as stipulated in Clause 57:03.
- (v) The number of public presentations at the time of contracting shall be included on the face of the Artists' ITA Workshops and Readings Contract. Should the number of presentations increase resulting in additional hours called, the Artist shall be compensated at no less than the appropriate rates in the current ITA Fee Booklet. In this circumstance, all required breaks and span of day must still be adhered to.
- (vi) There is to be no requirement for the Artist to deliver a finished performance.

**57:07 Workshops and Readings as part of Standard Engagement Contract**

**(A) Original Contract**

If an Artist is to be engaged to participate in workshops and/or readings as well as in regular productions as part of an ITA Engagement Contract, this requirement shall be included in the original engagement contract

The Artist shall be provided with a proposed schedule of the activity upon signing of said contract, otherwise the Artist cannot be compelled to participate in the activity.

After the official opening of a single production, or after the final opening of a stock or repertory season, the hours of work shall be governed by the applicable provisions of Clause 24:04 or Clause 24:09 for the first five (5) weeks, and thereafter under the terms of Clause 24:10(B). For the calculation of allowable work hours in Article 24:00, workshop activity hours shall be counted as rehearsal hours.

**(B) Addition to Original Contract**

If the Artist is required to take part in workshops and/or readings which are not stipulated in the original contract of engagement, the Artist must be engaged on a separate contract therefore, or on a rider to the original contract. The Artist will be provided with a proposed schedule of activity upon signing of said contract or rider. In either case, the hours of work and payment shall be governed by the applicable provisions of this Article 57:00 as if it were a separate contract.

**(C) Directors and Choreographers**

Engagement contracts for Directors or Choreographers engaged under the terms and conditions of Articles 55:00, 60:00, and 62:00 may not be combined with their duties governed by Article 57:00. The Director or Choreographer shall be signed to a separate ITA Engagement Contract or affidavit, and all fees required by Article 57:00 shall be in addition to and separate from the fees stipulated in the Artist's concurrent ITA Engagement Contract.

**(D) Repertory Theatres**

Theatres producing in repertory which are engaging Artists to participate in activity under this Clause as part of their Standard Engagement Contract will, wherever possible, schedule this activity to commence after the first public performance of the Artist's last production.

**(E) Workshops and Readings Registration**

The preamble to Article 57:00, including the requirement for a Workshops and Readings Registration, applies to Workshops and Readings as part of a Standard Engagement Contract.

**57:08 Notice of Termination - Artist to Theatre, or Theatre to Artist**

- (i) Daily or hourly engagements: Forty-eight (48) hours' written notice without penalty.
- (ii) Engagements of one (1) week or more: One (1) week's written notice without penalty.
- (iii) Engagements of more than two (2) weeks: Standard two (2) weeks' written notice, or two (2) weeks' Contractual Fee in lieu of notice.

**57:09 General Provisions**

**(A) Security**

An appropriate bond will be required as per Article 33:00. However, for development activity of two (2) weeks or less, Equity will consider other security arrangements.

**(B) Full Productions**

No full production of a work by the Theatre or any other producer is permitted within four (4) weeks of the conclusion of a development activity under this Article without Equity's approval, which shall not be unreasonably withheld. Notwithstanding the foregoing, the Theatre may schedule a maximum of three (3) days for the reading of a work within four (4) weeks prior to the beginning of the full rehearsal period. In any case, no development activities may be scheduled within 1 week prior to the beginning of the full rehearsal period for the same production.

**(C) Program Billing in Eventual Production**

The names of all the Artists engaged in the development of a new work will be credited in the program of a full production of that work by the producing Theatre if it takes place within two (2) years of the final date of the workshop and if the producing Theatre is the developing Theatre.

**(D) Engagement Week**

A week shall mean an Engagement Week as defined in Clause 18:20.

**(E) Equity Liaison**

An Equity Liaison is to be elected for workshops and readings in excess of two (2) days.

**(F) Engagement Contracts**

For workshops and readings the Artist will be signed to a Workshops and Readings Contract.

**(G) Workshops Outside the Theatre's Point of Origin**

A Theatre may change its Point of Origin as per Clause 19:02(A). However, in all cases where an Artist is not in their place of residence, suitable housing shall be provided at no cost to the Artist.

**(H) Content Advisory**

Where the Artist may not have access to workshop or reading material prior to the first call, and where it may be known that the material involves charged content that might be challenging for an Artist for reasons of personal identity or lived experience, the Theatre will make best efforts to give notice of such content at time of offer.

**57:10 Touring**

It is recognized that particular circumstances may involve workshops and readings outside the Theatre's Point of Origin. In such circumstances, the provisions of Article 49:00 apply.

**57:11 Insurance**

The Theatre will deduct a daily insurance amount as determined by Equity not to exceed the weekly amount.

## **58:00 SECTOR 2 THEATRES**

The following do not apply to Sector 2 productions:

- 8:06(E) Auditions - Maximum Number of Calls
- 8:06(S) Auditions - Annual
- 15:02 Company Category Calculation Formulae (only those provisions which apply to TYA)
- 15:05(iii) Company Categories (only those tours under Article 55:00)
- 16:13 Point of Origin Minimum Fees
- 16:16 Additional Services Fees
- 23:01(C) Free Day - December 25
- 24:03(G) Calls on the Free Day
- 24:13(C) Emergency Rehearsal
- 25:01 Costume Fittings - Hours
- 25:02 Additional Fittings
- 25:03 Costume Fittings Before the Engagement Period
- 35:02(B) Run-of-the-Play ITA Engagement Contract - Period
- 35:02(D) Run-of-the-Play ITA Engagement Contract - Fee
- 35:03 Guaranteed Engagement
- 49:03(B)(i) Overnight Touring Per Diem
- 55:00 Theatre For Young Audiences
- 57:00 Workshops and Readings
- 60:01 Director Minimum Fees
- 60:11(B) Special Category - Summer Stock
- 60:12 Artistic Director
- 61:04 Fight Directors Minimum Fees
- 62:04 Choreographers Minimum Fees
- 63:05(A) Stage Management - Staffing Formulae (last paragraph only)
- 63:10 Responsibility of an Assistant Stage Manager (second paragraph only)
- 63:22 Replacement of Crew Members

### **58:01 Application of the ITA**

Unless otherwise stated herein, all other provisions of the ITA apply to Sector 2 Theatres. See Clause 18:53.

### **58:02 Breaches by the Artist**

#### **(A) Discipline by the Theatre**

Where the Theatre disciplines an Artist for a breach of the ITA or the Artist's ITA Engagement Contract the Theatre shall do so in accordance with the principles of progressive discipline. Discipline may take the form of written warnings, and subsequent to at least two (2) written warnings, fines or termination without further compensation (return transportation excepted). The amount of any fine is limited to one-sixteenth (1/16) of the Artist's Contractual Fee per occurrence. Where the Artist is in material breach of the ITA or the Artist's ITA Engagement Contract the Theatre may give one (1) or two (2) warnings prior to termination.

Notwithstanding the foregoing:

- (i) if Equity disputes that a breach of contract has taken place, no fines may be put into effect until the dispute is resolved, pursuant to Article 52:00; and
- (ii) Equity may dispute under the provisions of Article 52:00 any termination effected by the Theatre.

**(B) Missed Performance**

Notwithstanding the provisions of Clause 58:02(A), should the Artist miss a duly scheduled performance without good and sufficient reason, the Artist's Contractual Fee may be reduced by one-eighth (1/8). Should the Artist be late for a performance without good and sufficient reason and determined by the Stage Manager to be unavailable to perform, the Artist's Contractual Fee may be reduced by one-eighth (1/8). Equity may dispute under the provisions of Article 52:00 any such reduction by the Theatre.

**58:03 Auditions**

**(A) Compensation, Number and Schedule**

Auditions shall be limited to five (5) calls of a maximum of one (1) hour each per Actor for each production which may be assigned. Said Actor shall be compensated at the rate of one eighth (1/8) of the minimum fee for the Company Category in which the production will be presented, for each audition over five (5) for which they are called.

If the first audition is a general call, where no individual appointments are scheduled in advance of the date of call, that call shall be in addition to the five (5) unpaid calls, provided that the artistic team conducting the audition must be identified by name and title to the Artists no later than when the appointment is made. For each production mounted by the Theatre, the Theatre agrees to hold auditions in Canada prior to the holding of auditions elsewhere. Furthermore, for each production, final audition calls will be held in Canada, and such auditions will be conducted by an individual having full casting authority; additionally, in the case of final audition calls, the Director of the production must be present and must see all auditionees called back to the final auditions.

**(B) Replacement Auditions**

For productions which are completing a one-year run, and which the Theatre reasonably expects to continue an extended run, the Theatre will hold auditions for possible replacements. The Theatre will continue to hold annual auditions as long as the Theatre maintains continued expectations of ongoing performances. Auditions will be held in the Theatre's Point of Origin, or such other Canadian city(ies) as the Theatre deems appropriate.

**(C) Recording of Auditions for Approval Purposes**

In the event the Director, or other members of the creative team, with contractual casting approval rights, are unable to attend final auditions, the Theatre shall have the right to record Artists for approval purposes. These recordings will be shot and edited by a professional videographer for the creative team and will then be destroyed. This right shall further apply for emergency replacement purposes and/or any auditions required after the final auditions are completed, for which key creative team members are unavailable.

With the exception of emergency replacement auditions the Theatre shall ensure creative team members of at least the Associate level will be present during any recorded auditions.

The Theatre shall notify Equity and the Artists when any recorded auditions are required.

**58:04 Applicability of Point of Origin Minimum Fees**

For productions which are classified as Company Category A (including A+), A-2 rates shall apply to open-ended productions, or to non-musical productions originally scheduled to run in excess of twelve (12) weeks, and musical productions originally scheduled to run in excess of twenty-four (24) weeks. For non-musicals originally scheduled for less than twelve (12) weeks and musicals scheduled for less than twenty-four (24) weeks, which are subsequently extended beyond twelve (12) or twenty-four (24) weeks, A-2 rates shall apply from the thirteenth or twenty-fifth week respectively. However, regardless of the length of the run of productions mounted at the Panasonic Theatre in Toronto, Ontario, A-2 rates shall not apply.

A+ rates shall apply to Company Category A companies operating in municipalities with a resident population in excess of two million and two hundred thousand (2,200,000) and in theatres with more than eight hundred and seventy-four (874) seats.

**58:05 Minimum Fees**

**(A) Actor Point of Origin**

The minimum weekly fees shall be as specified in the current ITA Fee Booklet.

**58:06 Per Diem**

When the Artist is required to travel outside the Point of Origin on an overnight tour, the Artist's Contractual Fees shall be augmented by a daily expense allowance. This per diem shall not be subject to Clause 3:03 (Deductions). It shall be paid at least one (1) week in advance of the week for which it is applicable.

The per diem shall be not less than as specified in the current ITA Fee Booklet.

**58:07 Additional Services Fees**

For services not anticipated at the time of negotiation, or in excess of the limits in the ITA, the parties have agreed to the additional fees set out in Schedule "A" in the current ITA Fee Booklet. Except as otherwise specified elsewhere in the ITA, the applicable rate for such additional services in Sector 2 productions shall be that specified on line ten (10) of Schedule "A" in the current ITA Fee Booklet.

Except for as provided for elsewhere in the ITA, additional services are to be provided only at the request of the Theatre or the Theatre's designated representative.

**(A) Overnight Rest Infringement**

If the Artist agrees to rehearse or perform or otherwise provide any additional services during the overnight rest period, the Artist shall invoice the Theatre at the rate stipulated on line thirteen (13) of Schedule "A" in the current ITA Fee Booklet.

**58:08 Extended Rehearsal Days - Single Production and Stock**

Notwithstanding the provisions of Clause 53:02(A), if there are three (3) full weeks of rehearsal prior to the first public performance of a musical production, there may be four (4) extended rehearsal days, which may be consecutive.

**58:09 Emergency Rehearsal**

When an emergency rehearsal must be called on a Free Day, the Artist shall invoice the Theatre at the rate stipulated on line eleven (11) of Schedule "A" in the current ITA Fee Booklet. The minimum call for an emergency rehearsal shall be four (4) hours.

**58:10 Calls on the Free Day**

For any rehearsal called on a scheduled Free Day, the Artist shall invoice the Theatre at the rate stipulated on line twelve (12) of Schedule "A" in the current ITA Fee Booklet. The minimum call for rehearsal on a Free Day shall be four (4) hours. Twenty-four (24) hours notice must be given of a rehearsal on a Free Day. Nevertheless, the Artist may only be called on their Free Day with their agreement. (This does not apply to emergency rehearsals - see Clause 58:09).

**58:11 Dance Captain**

A Dance Captain is required for productions in which a Choreographer is engaged. A Dance Captain shall be free to negotiate remuneration above the minimums in this Clause as appropriate to the work required and acceptable to them, which shall be not less than one eighth (1/8) of the applicable Actor Point Origin Minimum Fee as specified in the current ITA Fee Booklet.

**58:12 Fight Captain**

A Fight Captain is required for productions in which a Fight Director is engaged. A Fight Captain shall be free to negotiate remuneration above the minimums in this Clause as appropriate to the work required and acceptable to them, which shall be not less than one-hundred and fifty (150%) percent of the additional duties rate as provided for in Clause 16:11(A) in the current ITA Fee Booklet.

## **58:13 December 25**

In addition to the regular Free Day, December 25 shall be free of rehearsals, and there shall be no rehearsals after 6:00 p.m. on December 24. In the case of a production which runs or is anticipated to run for ten (10) weeks or more, December 25 shall be either an additional Free Day, or Artists shall be paid an additional one-eighth (1/8) of their Contractual Fee for each performance on that day.

When December 25 falls on a regularly scheduled Free Day, Artists shall be given an additional day free of rehearsals and performances within seven (7) days before or after December 25. Should the Theatre choose not to schedule this additional Free Day, the Artist shall be paid an additional one-eighth (1/8) of their Contractual Fee per performance. When December 25 falls on a regular performance day or two-performance day, and the Theatre re-schedules that or those performances on the regularly scheduled Free Day, the Artists shall be paid an additional one-eighth (1/8) of their Contractual Fee for each performance so rescheduled.

## **58:14 Costume Fittings**

### **(A) Hours**

The Theatre is granted a total number of free hours for costume fittings for each Artist which cannot exceed three (3) hours for each play per season.

### **(B) Additional Fittings**

Should the Artist be required by the Theatre for costume fittings in excess of the hours provided for in this Clause 58:14, such calls shall be considered rehearsal time. Should the Artist exceed the maximum hours of rehearsal as otherwise provided by the ITA, the Artist shall invoice the Theatre at the rate stipulated on line ten (10) of Schedule "A" in the current ITA Fee Booklet.

### **(C) Costume Fittings Before the Engagement Period**

Should the Artist, at the request of the Theatre, attend costume fittings before the engagement period for which they are contracted, the Artist shall invoice the Theatre at the rate stipulated on line ten (10) of Schedule "A" in the current ITA Fee Booklet (minimum two (2) hours) from the time the Artist is called for the fitting to the time the Artist is released, provided the fitting takes place in the Artist's place of residence or if the fitting takes place at a location other than the Artist's place of residence but the Artist is not required to travel to said location for the fitting.

When the Artist is requested by the Theatre to travel to a location outside of their place of residence for a costume fitting, the Artist shall be compensated at a rate of one-seventh (1/7) of the applicable minimum fee for each day or part thereof the Artist is required to be away from their place of residence. The Theatre shall at its own expense transport the Artist. Travel time, all waiting periods and fitting time shall be deemed to be consecutive from the Artist's call for the designated means of transportation to the Artist's return to their place of residence. For any time in excess of eight-and-a-half (8-1/2) hours, inclusive of a one-and-a-half (1-1/2) hour meal break, the Artist shall invoice the Theatre at the rate stipulated on line ten (10) of Schedule "A" in the current ITA Fee Booklet. The computation of travel time and tolerance for delays shall be determined according to the provisions of Article 49:00 except as amended herein.

Should the Artist be required to remain away from their place of residence overnight, the Theatre shall arrange and supply at its own expense all travel and transportation and safe, clean, single occupancy hotel housing of a respectable nature. In the event the Artist's day shall be deemed completed upon the Artist's arrival at the hotel after the completion of their fitting(s) and begin the next day from the time the Artist is required to leave the hotel for transportation to a fitting or to the Artist's place of residence. The Theatre shall make its best efforts to provide the Artists with their per diem (Clause 58:06) for each day or part thereof that the Artist is required to be away from their place of residence, at least two (2) days prior to departure.

**58:15 Luggage**

In the case of productions scheduled to run longer than six (6) months, the amount of luggage the Theatre is responsible for the transportation of shall be increased to four (4) large suitcases to a maximum of one-hundred and eighty-one (181) kilograms.

**58:16 Run-of-the-Play Engagement Contracts****(A) Period**

The initial period of engagement for a Run-of-the-Play Engagement Contract shall be for a minimum of thirteen (13) weeks up to a maximum of sixty-five (65) weeks, and shall begin at the beginning of the Artist's engagement, provided that in no event shall it extend beyond the closing of the production.

**(B) Fee**

In A+ and A-2 productions, the Artist's Contractual Fee for a Run-of-the-Play ITA Engagement Contract of up to thirty-nine (39) weeks shall not be less than as specified in the current ITA Fee Booklet per week above the applicable minimum fee. The Artist's Contractual Fee for a Run-of-the-Play ITA Engagement Contract of more than thirty-nine (39) weeks and up to fifty-two (52) weeks (excluding options) shall not be less than as specified in the current ITA Fee Booklet per week above the applicable minimum fee. The Artist's Contractual Fee for a Run-of-the-Play contract of more than fifty-two (52) weeks and up to sixty-five (65) weeks shall not be less than as specified in the current ITA Fee Booklet per week above the applicable minimum fee. The run-of-the-play fee requirement begins as of the date of the first rehearsal.

For productions in other Company Categories, the run-of-the-play fee shall be as outlined in Clause 35:02(D).

**(C) Per Performance Bonus**

Run of the Play Engagement Contracts which provide for a Contractual Fee in excess of the minimum as specified in the current ITA Fee Booklet may have riders negotiated which provide for a per performance bonus. Contracts which include such riders may not through this provision have the Contractual Fee reduced below the amount specified in the current ITA Fee Booklet.

**58:17 Guaranteed ITA Engagement Contracts**

A Sector 2 Theatre may only contract Artists using Guaranteed ITA Engagement Contracts once they have made satisfactory security arrangements with Equity.

**58:18 Photo Calls**

One (1) photograph call of a maximum of four (4) hours (for each Actor) shall be allowed for each production.

**58:19 Closing Notice for Open-Ended Contracts**

In the case of contracts with no end date or in the case of Run-of-the-Play ITA Engagement Contracts, two (2) weeks' closing notice must be posted or the Theatre must pay two (2) weeks' Contractual Fee, plus per diem if applicable, in lieu thereof.

**58:20 Resident Director****(A) Engagement of Resident Director**

A Resident Director may be engaged at the sole discretion of the Theatre. Members of Equity shall be engaged under an ITA Engagement Contract. Non-members shall be offered the opportunity to be engaged under an ITA Engagement Contract, however the execution of an ITA Engagement Contract is not required. The terms of this clause shall apply only to Sector 2 and shall not apply to any other category of Director.

**(B) Terms and Conditions**

It is understood that the terms and conditions applicable to the engagement of a Resident Director may be similar to those of a Director.

A Resident Director minimum fee will be not less than the Director's Royalty as stated in Clause 58:24.

**58:21 Promotional Recording, Publicity and Commercials**

**(A) Promotional and Publicity Recordings Non-Broadcast**

When the Theatre makes a recording for non-commercial use, the Theatre may access all the provisions of Article 44:00 (Non-Commercial Use of Photographs and Recordings).

**(B) Application to Equity for Other Uses**

The Theatre may also apply to Equity, whose approval may not be unreasonably withheld, for use of such promotional recordings for applications which are not defined in Article 44:00, but which meet similar, limited audience non-broadcast requirements.

**(C) Commercials**

Should a broadcast commercial be made from such recording, each Artist appearing in the commercial shall be contracted to the appropriate ACTRA contract, and shall be paid the appropriate session and cycle fees as provided for in the ACTRA National Commercial Agreement contract. All Artists called for the original recorded rehearsal and/or performance who do not appear in the commercial shall be paid at the Group Extra rate.

**58:22 Opening Night of A-2 Productions**

For the Opening night (or press night) of A-2 Productions, limits stipulated in Clause 44:09(B) will apply.

**58:23 Promotional Appearances for A-2 Productions**

For A-2 Productions, the Artist will be available to the Theatre for reasonable promotional appearances. These appearances may not exceed two (2) in a weekly period, and may not exceed four (4) in a four-week period. No more than one (1) per four-week period may be in costume.

Such appearances may not exceed thirty (30) minutes. This thirty-minute time span is inclusive of interviews and other appearance requirements. For broadcast purposes, performance elements are restricted to five (5) minutes or one (1) song (whichever is longer) per Artist. All breaks and rest periods required in the ITA will apply to the scheduling of promotional appearances.

The Theatre will schedule such appearances with no less than thirty-six (36) hours' notice to the Artist. Such appearances may not be scheduled on the Free Day, although in an extraordinary circumstance, the Theatre may make a request to the Artist with a copy of such request to Equity to schedule such an appearance on the Free Day. Should the Artist agree to a promotional appearance on a Free Day, the Artist shall invoice the Theatre at the rate stipulated on line twelve (12) of Schedule A. The minimum call for a promotional appearance on a Free Day shall be four (4) hours.

Any appearances over and above those allowed in this clause may only be scheduled with the permission of the Artist.

Should in the judgement of the Theatre the Artist have reasonable excuse, they may be unavailable for a promotional appearance. The Artist will provide immediate notice of a conflict with a promotional appearance.

Appearances will be in the municipality in which the production is performing unless mutually agreed otherwise.

This Clause 58:23 will be attached as a rider to the Artist's contract.

**58:24 Director Minimum Fees and Royalty**

The minimum fees shall be as specified in the current ITA Fee Booklet.

A royalty shall be negotiated at the time of the Director's engagement which shall not be less than three (3%) percent of the minimum fee for each week of performance. This royalty shall be pro-rated for weeks with fewer than eight (8) performances.

**58:25 Multiple Assignments**

A Director who also functions as a Choreographer of a production which they direct must be paid an additional fee no less than the applicable minimum fee for a Choreographer as specified in Clause 58:26.

**58:26 Choreographer Minimum Fees and Royalty**

The minimum fees shall be as specified in the current ITA Fee Booklet.

A royalty shall be negotiated at the time of the Choreographer's engagement which shall not be less than three (3%) percent of the minimum fee for each week of performance.

**58:27 Stage Management Requirements for A-2 Productions with:**

- (i) a cast size in excess of twenty (20); and
- (ii) mechanized and/or automated and/or flown scenery; and/or
- (iii) extensive backstage traffic; and

excluding Theatres producing in repertory, the following minimum Stage Management requirements will apply:

A-2: Production Stage Manager, Stage Manager, Assistant Stage Manager.

**58:28 Stage Management Covering for Personal or Sick Leave for A-2 Productions**

For A-2 productions where the stage management staffing exceeds the minimum requirements of the production and the ITA (see above) by at least one (1) Artist and provided that the number of Artists engaged as Production Stage Manager, Stage Manager, Assistant Stage Manager respectively is not reduced, the Theatre may engage an Artist for less than a two (2) week minimum period to cover an absence caused by sick leave or personal leave on the following conditions:

**(i) Initial Engagement Period**

The replacement Artist must have been initially engaged in the production for a period of not less than two (2) consecutive weeks.

**(ii) Applicable Minimum Fee**

The minimum fee for the replacement Artist shall be based upon the applicable minimum weekly fee in accordance with Clause 63:07(E) plus not less than as specified in the current ITA Fee Booklet.

**(iii) Rehearsal and Performance**

A replacement Artist may be engaged for performance and/or rehearsal calls.

**(iv) Engagement on a Daily Basis**

The Artist engaged to cover the absence shall be paid not less than one-sixth (1/6) of the applicable minimum weekly fee (see (ii) above) per day, or one-eighth (1/8) of the applicable minimum fee per rehearsal/performance, whichever is greater.

**(v) Span of Engagement**

Provided that the engagements are more than one (1) day apart, the replacement Artist may be engaged on two (2) separate contracts in the same Engagement Week. However, should the situation arise where a replacement Artist is needed on two (2) separate occasions which are only one (1) day apart, these periods shall be combined to form a single continuous engagement;

**(vi) Engagement on a Weekly Basis**

For engagements of one (1) week or more but less than two (2) weeks, the Artist engaged to cover the absence may be engaged at a weekly rate, which shall not be less than the applicable minimum weekly fee (see (ii) above), and may be prorated for partial weeks of engagement in accordance with Clause 16:10;

**(vii) Standard Engagement**

Nothing in this Clause 58:28 precludes standard engagement terms.

**58:29 Assistant Stage Manager Calling the Show Upgrade Fee**

The Assistant Stage Manager can be assigned to call a performance as provided for in Clause 63:13(B) and with the prior approval of the Theatre. In the event that the Assistant Stage Manager calls more than two (2) performances in a week, they shall be paid an upgrade fee of not less than one-hundred and twelve (112%) percent of their weekly Contractual Fee pro-rated at one-sixth (1/6) for each day that they call a performance. For the purposes of this Clause a week shall constitute seven (7) days.

**58:30 Workshops and Readings - Sector 2 Theatres**

This Clause applies to workshops and readings for either the development of a new work, or a new translation or adaptation of an existing work. The focus of workshops and readings is clearly understood to be on process rather than on production, with emphasis on the development of the work, not on the Actor, the performance or production values of any presentation. Subject to the receipt by Equity of a Workshops and Readings Registration, outlining the details of the activity, the following terms and conditions apply, regardless of the Theatre's Company Category:

**(A) Fees**

The minimum fees for Workshops and Readings shall be as specified in the current ITA Fee Booklet.

If the Artist is engaged for more than four (4) days, the Artist must be paid the minimum Weekly Fee.

**(B) Hours of Work**

The work week is based upon a forty-two (42) hour week, excluding meal breaks. The work day cannot exceed seven (7) out of eight (8) hours. There shall be a minimum of one (1) day off in each week for engagements of one (1) week or more.

When there is a public presentation of the activity, one (1) day may consist of ten (10) out of twelve (12) hours.

There shall be a one (1) hour meal break after four (4) hours of work (or five (5) hours on a ten (10) out of twelve (12) hour day).

**(C) Stage Management**

Stage Management is required for all workshops and readings undertaken under Clause 58:30. Stage Managers will not be required a week in advance. There is to be no requirement for the Stage Management Personnel to organize a finished production, should there be a public presentation of the work.

**(D) Public Presentation**

There will be no more than two (2) public presentations per Engagement Week, and no more than six (6) per activity. The time taken for public presentations is to constitute part of the working day, as stipulated in hours of work above.

No admission may be charged for public presentations.

**(E) Notice of Termination - Artist to Theatre or Theatre to Artist**

- (i) Daily engagements: Forty-eight (48) hours' written notice without penalty.
- (ii) Engagements from one (1) week up to two (2) weeks: One (1) week's written notice without penalty.
- (iii) Engagements of more than two (2) weeks: Standard two (2) weeks' written notice, or two (2) weeks' Contractual Fee in lieu of notice.

**(F) General Provisions**

**(i) Security**

An appropriate bond will be required as per Article 33:00. However, for development activity of two (2) weeks or less, Equity will consider other security arrangements.

**(ii) Full Productions**

No full production of a development activity by the Theatre or any other producer will be permitted within four (4) weeks of the termination of the activity without Equity's approval, which shall not be unreasonably withheld.

**(iii) Program Billing in Eventual Production**

The names of all the Artists engaged in the development activity will be credited in the program of any full production of that script by the producing Theatre if it takes place within five (5) years of the final date of the workshop and if the producing Theatre is the developing Theatre.

**(iv) Engagement Week**

A week shall mean an Engagement Week as defined in Clause 18:20 of the ITA.

**(v) Equity Liaison**

An Equity Liaison is to be elected for each workshop or reading in excess of one (1) week.

**(vi) Lines**

The Actor(s) may not be required to memorize lines for workshops and readings. There is to be no requirement for the Actor to produce a finished performance, should there be a public presentation of the work.

**(vii) Engagement Contracts**

The Artist will be signed to an ITA Engagement Contract with a rider detailing hours of work, rates of pay, and public presentation schedule (if any), and stipulating that the engagement is subject to Clause 58:30.

**58:31 Omitted**

**58:32 Touring A-2 Productions**

For A-2 Productions on tour, if the Artist is required to travel on the Free Day, the Artist will be compensated an additional amount equivalent to the Per Diem rate in Clause 58:06. Artists may be required to travel on the Free Day no more than once in each four-week period.

**58:33 Personal Leave**

Personal leaves are a discretionary benefit and not an entitlement under the ITA Engagement Contract.

An Artist who is engaged on an A-2 production contract, may request one (1) personal day after sixteen (16) weeks, a second personal day after twenty (20) weeks and a third personal day after twenty-four (24) weeks. Leave is limited to one (1) day (or part thereof) without penalty under the following conditions:

- (i)** The Artist must provide the request in writing at least one (1) week prior to the desired leave;
- (ii)** Leave is granted at the sole discretion of the Theatre, such permission not to be unreasonably withheld;
- (iii)** Leaves do not accumulate or hold monetary value at the end of an ITA Engagement Contract;
- (iv)** Leaves may be cancelled without notice only in the event of an emergency which, at the discretion of the Theatre, severely compromises the artistic integrity of a performance, or which may cause the performance to be cancelled;
- (v)** Leaves do not release the Artist from their obligations under the ITA Engagement Contract, including obtaining permissions for travel, or permissions for concurrent engagements, or any other duties or obligations of the Artist.

- (vi) Leaves will not be requested during the period between December 25 and January 1.

In the event that a personal leave is granted and subsequently cancelled due to an emergency for the reasons set forth in Clause 58:33(iv), a written report signed by the Theatre's senior management will be submitted to the Artist, and upon request, the Theatre shall provide Equity with a copy of the report. This report will detail the circumstances of the cancellation of the leave, and the Theatre's rationale for such cancellation.

#### **58:34 Maternity & Parental Leave**

The parties recognize and value the contribution that parents make to our society and emphasize that the parties will recognize and meet all applicable statutory obligations with regard to maternity and parental leaves.

#### **58:35 Betterment in A-2 Productions**

Artists engaged on Run-of-the-Play or Guaranteed Engagement Contract in an A-2 production for an Ensemble role may, after the completion of thirteen (13) months service, provide a minimum of six (6) weeks written notice of termination in order to accept a non-Ensemble engagement offer in a theatrical production under an ITA, other Equity contract form, or AEA contract. If the Artist has been provided specific specialized training for their role, the theatre may in a rider to the ITA Engagement Contract reasonably increase the notice period required under this Clause.

An Artist who gives termination under this Clause or a legitimate rider alteration to this Clause shall not be subject to penalties.

#### **58:36 Concurrent Engagement in A-2 Productions**

The Artist may accept a concurrent engagement while under contract to the Theatre in an A-2 production, provided that the Artist first fulfils all obligations owing under the ITA Engagement Contract, and provided further, in the sole determination of the Theatre, that such concurrent engagement does not:

- (i) Endanger the Artist's physical safety;
- (ii) Endanger the Artist's vocal and/or dance ability;
- (iii) Show the Artist in a recognizable or featured role; or
- (iv) Require the Artist to travel outside the limits of the municipality where the production is currently situated.

Approval of the Artist's request shall not be unreasonably withheld.

#### **58:37 Fight Directors and Intimacy Directors**

The minimum fees shall be as specified in the current ITA Fee Booklet.

#### **58:38 Training and Professional Development**

In the interests of the training and professional development of Canadian Artists, whenever a non-Canadian (or non-permanent resident of Canada) is engaged as a Director or Choreographer, a Canadian member of Equity shall be offered a position as Assistant Director or Assistant Choreographer. In the event that a Canadian Equity member is not engaged as an Assistant Director or Assistant Choreographer, Equity may request a list of members who were offered and declined the position(s).

For Sector 2 productions for which first class rights dictate the creative team that will recreate the original production the following exceptions shall apply:

- (i) For productions originally scheduled to run fewer than twelve (12) weeks, the Theatre shall have no obligations to engage an Assistant Director or Assistant Choreographer;
- (ii) For productions originally scheduled to run 12 weeks or more (musical or non-musical), a Canadian Equity member shall be engaged as a Resident Director or Resident Choreographer, or in another equivalent position on the creative team; otherwise the Theatre shall engage an Assistant Director or Assistant Choreographer according to 60:12 or 62:10 as applicable.

## **59:00 CHILD PERFORMERS**

### **Preamble**

The Theatre and Equity agree that specific and appropriate care and attention be given to Child Performers. Child Performers shall be treated with respect at all times. No Child Performer may be punished or subject to other harmful, frightening or humiliating behaviour.

Child Performers are entitled to the same working terms and conditions as adult Artists except as amended by this Article. Any Theatre that allows for provisions of the ITA (e.g., breaks or rest periods) to be waived as a punishment for a Child Performer shall be in breach of this Agreement.

The Theatre and Equity recognize that the responsibilities in the contracting of a Child Performer include written permission from the parents/legal guardian, and a full discussion of the duties and responsibilities of the Theatre, the parents and the Child Performer. A Child Performer will be provided with additional consideration in all matters of intimacy, areas of supervision, training, hours of participation, interaction with others and permission from, and communication with, parents/legal guardian and schools. This consideration does not reduce the duty of care required of the Theatre and of those engaged by the Theatre with regard to their interaction with Child Performers.

### **59:01 Provincial Legislation**

A Child Performer may not be engaged under conditions which do not meet or exceed either the Theatre's provincial legislation or regulations, or in the absence of such, the Ontario Child Performers Guidelines. The Theatre will provide the parent or legal guardian with a copy of the relevant provincial legislation or the Ontario Child Performer Guidelines, whichever is applicable.

### **59:02 Guardian Meeting**

The Theatre, the parent or legal guardian, the Child Performer, and Equity shall have a thorough discussion addressing the following items:

- (i) Travel, care, and release, including who is to be responsible for the Child Performer and whether the Child Performer has any known allergies, medical history or any attitudinal or psychological condition of which the parent or legal guardian is aware that might interfere with their ability to carry out the role or otherwise affect their engagement.
- (ii) Dismissal and/or absence from school, including whatever arrangements have been made for the tutoring of the Child Performer.
- (iii) The anticipated schedule for rehearsals and performances including any existing or possible obligations on the part of the Child Performer which could affect that schedule. It is understood that some scheduling can only take place as the production process evolves and therefore additions or amendments to the scheduling provision in the rider may come during production.
- (iv) Etiquette and behaviour expected of the Child Performer and the parent or legal guardian and conversely, what expectations of etiquette and behaviour the Child Performer, parent or legal guardian may expect from the Theatre.
- (v) Any scenes the Child Performer will be expected to participate in where the parent and/or legal guardian and the Theatre have determined the Child Performer will require additional support in order to appear in those scenes.
- (vi) Any relevant policies of the Theatre.
- (vii) Arrangements for meal break supervision or pick up.
- (viii) Any relevant concerns of the parent/legal guardian or the Child Performer.

The Theatre shall execute and attach a rider to the ITA Engagement Contract outlining the agreement on items 59:02(i) through (viii).

### **59:03 Categories of Engagement**

A Child Performer may be engaged:

- (i) by signing an ITA Engagement Contract; or
- (ii) as a member of a Children's Chorus, pursuant to the provisions of Article 21:00.

## **59:04 Supervision of the Child Performer in the Workplace**

The parent or legal guardian and the Theatre shall agree on the terms and conditions for the care and supervision of the Child Performer from the time the Child Performer is dropped off at the rehearsal hall or theatre until the Child Performer is picked up by the parent or legal guardian. In the absence of agreed to terms and conditions the parent or legal guardian will be required to be with the Child Performer at all times during the engagement.

Child Performers under the age of 16 will be under the supervision of a qualified Child Supervisor at all times.

It is acknowledged that there may be instances where a Child Performer will require additional care and supervision. Any such requirements will be negotiated and agreed to between the Theatre and parent or legal guardian. Such negotiation may include parental access.

All personnel employed by the Theatre who, as a result of their responsibilities, are required to be alone with a Child Performer, must undergo a Police Record Check or provincial equivalent prior to commencement of the Child Performer's engagement. This includes but is not limited to Child Supervisors and any wardrobe, hair or makeup personnel or any other persons who may have unsupervised access to the Child Performer.

### **(A) Child Supervisor**

The Child Supervisor shall supervise all Child Performers from the time of arrival in the workplace to the time they are picked up by the parent/legal guardian/chaperone.

The Theatre shall provide written notification to the parent or legal guardian of the Theatre's selection of Child Supervisor(s) responsible for the Child Performer(s) so that the parent or legal guardian may address any concerns with the Theatre in advance of the engagement. In an emergency, the Theatre may replace the Child Supervisor with an otherwise qualified person in this capacity in which case the Theatre shall use its best efforts to advise the parent or legal guardian of any such substitution as soon as possible.

### **(B) Ratios**

#### **(i) Under the Age of Five**

Where the youngest Child Performer is between two-and-a-half (2 1/2) and five (5) years old, there shall be at least one (1) Child Supervisor for every six (6) Child Performers present, for any given production.

#### **(ii) Under the Age of Ten**

Where the youngest Child Performer is between six (6) and nine (9) years old, there shall be at least one (1) Child Supervisor for every ten (10) Child Performers present, for any given production.

#### **(iii) Under the Age of Sixteen**

Where the youngest Child Performer is between ten (10) and fifteen (15) years old, there shall be at least one (1) Child Supervisor for every fifteen (15) Child Performers present, for any given production.

#### **(iv) Multiple Locations**

Regardless of the Child Supervisor ratios required by the number of Children as above, if Child Performers are required to be in different locations, additional supervision by a person who has obtained a Police Record Check or the provincial equivalent shall be provided by the Theatre.

### **(C) Theatre Policies and Procedures**

The Child Supervisor and the Child Performers shall be present whenever the company receives instruction on fire drill procedures, backstage etiquette, backstage traffic, orientation of the production and facilities, and Theatre policies.

**(D) Consistency**

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

**(E) Indemnification**

The Artists in the production shall be indemnified by the Theatre, and saved harmless from any liability in respect of interaction with a Child Performer where the Artists are acting in accordance with carrying out their duties and responsibilities as directed by the Theatre and the ITA.

**(F) Child Supervisor Communication Responsibility**

The Child Supervisor(s) has a responsibility to keep an open channel of communication with the parents and/or guardians of the Child Performer(s) and an obligation to report to senior management of the Theatre any incidents or concerns that arise during the child's presence at the theatre.

The Child Supervisor will complete a daily Child Supervisor log approved by Equity which shall be filed with the Theatre. This log will document the breaks, general health and wellbeing and any issues of note relating to the day's Rehearsal or Performance activities which involve the Child Performer(s). The Child Supervisor log shall be made available upon the request of the Child's parent/legal guardian or Equity.

**59:05 Dressing**

**(A) Changing Facilities**

There shall be separate dressing rooms as required by gender for Child Performers, which when feasible, shall be separate from the dressing rooms provided for the adults. Child Performers of all genders may share a supervised waiting room or dressing area provided that there are private changing facilities available.

**(B) Quick Changes**

All quick changes shall be rehearsed to ensure the comfort and security of the Child Performer involved. The Theatre will ensure that the parent or legal guardian is apprised of the details of the quick change, and upon request, the parent or legal guardian will be given the opportunity to watch a rehearsal of the quick change.

**59:06 Tutoring of Child Performers**

**(A) Requirement for Tutoring**

When the Theatre's schedule requires the Child Performer to be absent from school for three (3) consecutive school days, or for a total of five (5) school days, as determined by the school and/or the parent(s) or legal guardian over the course of the engagement, the Theatre shall make allowances in the schedule for the Child Performer to receive two (2) hours of tutoring (in uninterrupted blocks of no less than thirty (30) minutes) on each such missed school day when the Child Performer is at the theatre.

**(B) Parental Responsibilities**

The Theatre will rely on the parent or legal guardian to make arrangements with the school to secure the appropriate schoolbooks and assignments for the Child Performer.

**(C) Facilities**

The Theatre will ensure that there is an appropriate area for the tutoring to take place, which shall take into consideration proper lighting and a proper work surface for the Child Performer.

## **59:07 Conditions of Engagement**

A Child Performer signed to an ITA Engagement Contract, shall be subject to the full terms and conditions of the ITA, including minimum fees, except as amended herein.

### **(A) Double Casting**

Other than for productions on tour, if the Child Performer is double cast (i.e. two (2) Child Performers alternate a single role) and contracted for a maximum of twenty-eight (28) hours of rehearsal per week and four (4) performances or fewer in a performance only week, the minimum fee shall be sixty (60%) percent of the appropriate company category minimum fee.

Should a week contain both rehearsal and performance, the Child Performer shall not be required to provide more than twenty-eight (28) hours of service without additional compensation. Any hour or part thereof in excess of twenty-eight (28) shall be paid at a rate of no less than one thirty-sixth (1/36) of the Artist's Contractual Fee.

For each performance call in excess of four (4) during a week, an additional one-eighth (1/8) of the Child Performers Contractual Fee shall be payable after the first public performance.

### **(B) Joint Productions**

Notwithstanding the provisions of Article 54:00, the Theatre may recast the role of a Child Performer engaged under an ITA Engagement Contract locally in each Point of Origin of a Joint Production. In those cases, the applicable minimum fee shall be that of the Theatre in which each Child Performer is engaged.

## **59:08 Extended Rehearsal Days**

On an extended rehearsal day, a Child Performer may be called for a maximum of two (2) calls of up to four (4) hours each out of a span of not more than twelve (12) hours.

## **59:09 Scheduling Parameters**

The Theatre shall use its best efforts to inform the parent(s) or legal guardian(s) of the demands of the role(s) for which the Child Performer is engaged. Any information provided to the parent(s) or legal guardian(s) in regard to the scheduling of rehearsals, performances, and any other special conditions that pertain to scheduling for the Child Performer shall be attached as a rider to the Child Performer's ITA Engagement Contract. The Theatre acknowledges that a Child Performer may need additional notice with respect to scheduling changes, and will use its best efforts to give as much notice of such changes as possible.

## **59:10 Notification of Accidents**

Should a child performer become ill or be injured, the Theatre will make every reasonable effort to contact the parents or legal guardian as soon as the Child Performer's immediate needs are addressed.

## **59:11 Parental Contact**

A Parent or legal guardian of a Child Performer under sixteen (16) years of age must be accessible to the Child Performer at all times. They will be responsible for the transportation of the Child Performer to and from the rehearsal hall or theatre and shall have the right to accompany the Child Performer on hair, makeup and wardrobe calls. The parent/legal guardian shall abide by the Theatre's policies regarding rehearsal halls and backstage and performance areas where arrangements for the parent/legal guardian have not been made for their presence. Where the parent/legal guardian is disruptive to a rehearsal process or performance, the Theatre may request a meeting with the parent/legal guardian and Equity to agree on alternate arrangements.

Upon request of the Child Performer, the Theatre shall reasonably facilitate contact with a parent or other person responsible for the Child Performer, subject to the availability of the parent or guardian for such contact.

It is understood that the Child Performer may be subject to the same cell phone policies as the rest of the acting company. The Theatre shall ensure the children shall have access to their cell phone during breaks in the rehearsal.

## **60:00 DIRECTORS**

The following do not apply to Directors:

8:06	Auditions
16:11(A)	Additional Duties
16:13	Actor Point of Origin Minimum Fees
16:16	Additional Services Fees
16:17	Overnight Rest Period Infringement
24:00	Rehearsal Conditions (except Clause 24:03(G), as provided for in Clause 60:02)
25:00	Costume Fittings
26:00	Performances
27:00	Clothes and Makeup
31:00	Nudity and Acts of Intimacy in Production
34:01	Continuous Engagement
34:02	Engagement Contracts - Minimum Period
35:09	Roles Unassigned at Time of Contracting
38:00	Termination
39:00	Understudies
40:00	Changes in Cast and Replacement of Actors
41:00	Part Cut Out
45:00	Visual or Sound Recordings (Use in Production)
46:07	Recording after Production Closed/Artist Leaves Production
49:00	Touring
61:00	Fight Directors
62:00	Choreographers
63:00	Stage Management

### **60:01 Director Minimum Fees**

The minimum fees shall be as specified in the current ITA Fee Booklet.

#### **(A) Payment Schedule**

The Contractual Fee shall be payable in the following manner, or as agreed between the Director and the Theatre on the face of the ITA Engagement Contract:

Twenty (20%) percent shall be payable on the signing of a contract to direct. Thirty (30%) percent shall be payable on the first day of rehearsals.

The remaining fifty (50%) percent shall be payable pro rata on a weekly basis throughout the rehearsal period, with the final payment made by the official opening night.

Should the Theatre fail to fulfill its contractual obligations under this Clause it shall pay to the Director an additional sum equal to five (5%) percent of the Contractual Fee.

#### **(B) Applicable Minimum**

The minimum fee that applies for the engagement of an Artist as a Director shall be the minimum fee applicable on the date of the first public performance of the production.

#### **(C) Contractual Dates**

The Director's contractual dates for the purposes of insurance premiums shall be from the first day of rehearsals until the end of the day of the official opening.

### **60:02 Free Day**

The Director must receive a Free Day, as provided for in Clause 23:01. The Artist shall invoice the Theatre at the rate stipulated on line five (5) of Schedule "A" in the current ITA Fee Booklet for any activity required by the Theatre of the Director on a Free Day. The minimum call for such activity shall be for four (4) hours.

## **60:03 Duties of a Director**

### **(A) Rehearsals**

The Director shall conduct rehearsals, appear promptly for all scheduled rehearsals, respect the physical property of the production, theatre and place of rehearsals, conduct rehearsals in a manner that does not violate any terms of the ITA, and that supports and upholds the Theatre's respectful workplace policy and the Not in OUR Space! Guidelines, abide by particular artistic policies of the specific Theatre to which they are contracted, and generally fulfil the artistic planning and production contributions commonly within the scope of the functions of the Director.

### **(B) Meetings and Consultations**

The Director shall make themselves available for such meetings and consultations as are required by the Theatre, particularly with designers and the Theatre's production personnel. Such meetings and consultations shall be agreed to in advance and included in the ITA Engagement Contract, or, after signing, in a rider thereto, and must be specific as to dates, times, locations, and remuneration of travel and housing expenses.

#### **(i) Before Signing**

Before agreeing to direct a production, a Director has the right to knowledge of, but not approval of, the following production arrangements: the name of the Stage Manager and plans for crewing of the proposed production; the producing Theatre's arrangements with the author in regard to re-writes and the presence of the author at rehearsals; the proposed production budgetary limitations in some detail, and any change made in these limitations as soon as they are made; planned rehearsal production schedules, and the availability of all Actors to rehearse; the proposed length of run of the production; any casting, design or production decisions that the Theatre has made regarding the Production, any expectations or policies the Theatre has regarding equity, diversity, inclusivity, accessibility and representation the Director is expected to adhere to in their casting decisions or assembly of their creative team.

At the time of negotiation of the contract, the Theatre shall provide the Director with a list of potential housing including, where possible, housing with kitchen facilities. The Theatre will make every effort to include in this list housing that have daily, weekly and monthly rates.

#### **(ii) After Signing**

Subsequent to the engagement of the Director, decisions regarding production and rehearsal schedules, casting (including Emergency Replacements when possible, and Understudy assignments), designer, scenery, lighting and costume design will be made in consultation with the Director in person, by email or by telephone if the Director is readily available for such consultation.

#### **(iii) After Opening**

After the opening of the production, the work of the Director (including cast replacements) shall not be changed or deleted by the Theatre unless:

- (a)** required by emergency; or
- (b)** the physical conditions of the theatre necessitate change and/or deletions; or
- (c)** where the foregoing conditions do not apply, the Director is first consulted with respect to the proposed changes. In the event that the Director does not respond to the Theatre's request for consultation within forty-eight (48) hours the Theatre may alter the work as required without penalty. Where the Director is not consulted the provisions of Clause 60:04(C) shall apply.

**(C) Promotion of Production**

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

**60:04 Direction After Opening**

**(A) Work After Opening**

Should the Director be asked to do additional work on a production after the official opening, a separate fee commensurate with the work to be done will be negotiated. Such agreement as to the fee must be in the form of a rider to the Director's original contract.

Should this arrangement not be part of the original contract, the Director will be compensated at a daily rate of two (2%) percent of the contractual fee.

Should such work require the Director to be away from their place of residence, they will be paid travel and meals as specified in Clause 49:03(B)(ii) with housing expenses to be negotiated and included in the rider.

The Director shall be insured under the insurance coverage provided for in Clause 49:08 when providing these services.

**(B) Director Giving Notes During the Performance Run**

The Director shall have the option to give notes to the Actors during the performance run provided that they copy the Theatre's Artistic Director, and convey the notes through the Stage Manager to the Actors in accordance with Clause 24:16.

**(C) Direction Altered Without Consultation**

If the work of the Director has been altered without consultation the Theatre shall pay the Artist four (4%) percent of the Director's contractual fee for each week or part thereof of the breach. Where the Director does not agree with the changes made, they shall have the option of having their name removed from programs and publicity materials produced subsequent to the notice to remove the name.

The consultations as provided above are advisory in nature and to be seriously considered by the Theatre; but final decisions are reserved to the Theatre. Such consultation shall not be required if the Director is not readily available as defined in Clause 60:03(B)(ii). However, the Theatre shall inform the Director in writing of all such changes, when they were made and by whom they were made.

**60:05 Right to Negotiate Billing**

The Director has the right to negotiate billing in newspaper, magazine, television and radio ads. Whenever anyone other than the author is given billing in other media, the Director will receive billing in other publicity material (under the Theatre's control) for the production that is prepared after the engagement of the Director. The size and position will be negotiated at the time of engagement.

**60:06 Director's Royalty**

**(A) Requirement For**

An additional fee or royalty for any extension beyond the proposed run of the production, whether or not such an extension is envisaged, shall be negotiated at the time of the Director's engagement. For the purpose of the Clause, the final date of the proposed run shall be the final performance prior to any option period, or ninety-six (96) performances, whichever comes first.

**(B) Amount Of**

The negotiated royalty shall be not less than two (2%) percent of the Artist's negotiated Contractual Fee for each week of the extension, or after ninety-six (96) performances, whichever comes first. If no royalty is negotiated and specified on the ITA Engagement Contract, the Director shall receive a royalty of four (4%) percent of their original Contractual Fee for each week of the extension, or after ninety-six (96) performances, whichever comes first. This royalty shall be prorated for weeks with fewer than eight (8) performances. Royalty payments to Directors shall be paid monthly or at the end of the run, whichever comes first.

In the case of Theatre for Young Audiences, Clause 55:02(C) shall supersede this Clause.

**(C) Revival**

Should a Theatre decide to revive a production, or should a Theatre give permission to another Theatre to revive a production within a period of two (2) years from the first public performance of the production, and should the originally producing Theatre provide the second Theatre with the prompt script and designs as described below, one (1) of the following shall apply:

**(i) Original Director Directs Revival**

If the original Director directs the revival, they shall receive a fee of no less than one-half (1/2) the total original directing fee, or one-half (1/2) the fee applicable to the Theatre reviving the work, whichever is greater.

The Theatre may negotiate a royalty with the Artist at the time of the original production in contemplation of a revival which shall not be subject to the minimum royalty in Clause 60:06(B). If a royalty for a revival was not negotiated and specified on the original ITA Engagement Contract, the Artist shall receive a royalty of four (4%) percent of their original Contractual Fee for each week of the revival.

**(ii) Original Director Declines Offer**

If the original Director declines, for any reason, an offer to direct the revival, they shall be paid one-half (1/2) the originally negotiated royalty for a revival as per Clause 60:06. If no such royalty for a revival was negotiated, the Artist shall receive one-half (1/2) of the originally negotiated royalty as per Clause 60:06(A). Further, the Director of the original production shall be billed according to the provisions of Clause 60:05 and in accordance with the terms of their original contract.

**(iii) No Offer Made to Original Director**

If the original Director is not offered the opportunity to direct the revival, they shall be paid a royalty commensurate with the originally negotiated royalty for an extended run as per Clause 60:06(A). Further, the Director of the original production shall be billed using the phrase "Originally Directed By..." unless originally negotiated otherwise.

**(iv) Artistic Director Directing Revival**

If the original Director was engaged by the Theatre originating the work as Artistic Director without being subject to the terms of Article 60:00 (see Clause 60:10), the provision of Clause 60:06(C) may apply to the Artist's subsequent engagement for a revival of the production.

**(v) Director Not Required For a Revival With Limited Rehearsal**

In the event that not more than three (3) days are scheduled to address technical elements for a revival a Theatre may choose not to engage a Director for the revival. In such cases the Director who directed the previous production shall be paid the royalty stated in Clause 60:06(C)(iii) for each of the performance weeks.

**(vi) Director Engaged for a Revival With Limited Rehearsal**

In the event that not more than three (3) days are scheduled to address technical elements for a revival a Theatre may engage the Director or a new Director and pay them not less than thirty-three and one-third (33 1/3%) percent of applicable minimum fee. In addition the Director shall receive the royalty stated in Clause 60:06(C)(iii) for each of the performance weeks.

**(vii) Associate Director Directs Revival**

If, at the discretion of the Director, an associate director directs the Revival, they shall receive a fee of no less than one-half (1/2) of the minimum Director's fee applicable to the originating Theatre or the Theatre reviving the work, whichever is greater. The Director and the Theatre must mutually agree to the selection of the associate director who will oversee the Revival and unify the various aspects of the original production.

The original Director shall be paid a royalty commensurate with the originally negotiated royalty per Clause 60:06 (A). Further, the Director of the original production shall be billed using the phrase "Originally Directed By..." unless negotiated otherwise.

**60:07 Custom of the Trade**

The Director's contribution to the production may be seen to be represented in part by the notations in the prompt book and other tangible records of the production, and therefore the Director as a contributor to the production has the right of reasonable access to such records. Any costs incurred under this determination shall be borne by the Director or their representative.

**60:08 Termination**

An individual Director's ITA Engagement Contract with the Theatre may be terminated by mutual consent of both parties in writing, following consultation by the Director with Equity.

Where no mutual consent is reached, the contract may be terminated as follows:

**(A) By Director**

By the Director, upon written notice to the Theatre with payment to it of no less than the full face value of the contract. Termination payment must be paid to the Theatre within two (2) weeks of the notice being given or by a schedule mutually agreed upon between the Director and Theatre.

**(B) By Theatre**

By the Theatre, upon written notice to the Director with payment to them of no less than the full face value of the contract. Termination payment must be paid to the Director within two (2) weeks of the notice being given or by a schedule mutually agreed upon between the Director and Theatre.

**(C) Production Abandoned**

If the production is abandoned four (4) weeks or more prior to rehearsal, the Director shall be paid fifty (50%) percent of their Contractual Fee immediately. If the production is abandoned less than four (4) weeks prior to rehearsal, the Director shall be paid seventy-five (75%) percent of their Contractual Fee immediately.

**(D) Rehearsal Postponed**

The Theatre may postpone the first day of rehearsal for up to two (2) weeks from the date specified on the Director's contract by giving the Director a minimum of four (4) weeks' notice. Should the Theatre postpone the first day of rehearsal for more than two (2) weeks, or not give the Director the required notice, or should the Director no longer be available for the rehearsal period due to a postponement, then the Director may claim the production to be abandoned and Clause 60:08 (C) shall apply.

**(E) Illness or Accident**

No penalty or notice is required if the Director terminates their contract due to incapacitating illness or accident. The Artist will however inform the Theatre of their illness or accident as soon as possible and provide a doctor's certificate upon request. Copies of all notices of termination must be filed with Equity.

**60:09 Special Category**

**(A) Short Performances**

When a production has a performance running time of sixty (60) minutes or less, with the agreement of the Director and upon prior written notification to Equity by the Theatre confirming that the production qualifies under the provisions of this Clause, the special category rate in Clause 60:01 may apply.

**(B) Summer Stock**

Theatres operating in summer stock (i.e. not more than three (3) weeks of rehearsal, and not more than two (2) weeks of performance for each production presented between June 1 and September 30) may pay the summer stock Director's rate upon presentation of their season's schedules to Equity confirming that they qualify for the provisions of this Clause.

This Clause shall not apply to a production which runs for more than two (2) weeks.

**60:10 Artistic Director**

Only the Artistic Director or one (1) equivalent staff member responsible for the artistic direction of the Theatre may direct productions for their Theatre without being subject to the terms of this Article 60:00. In the case of Joint Productions, this Clause may apply only to the Artistic Directors or their equivalent of the first two (2) Theatres in either of the two (2) Theatre's Points of Origin. When an Artistic Director or their equivalent directs at any Theatre other than their own, except as provided for above, they will be subject to the terms of Article 60:00.

**60:11 Multiple Assignments**

No Director shall stage manage the production which they are directing.

A Director who also functions as a Choreographer of a production which they direct must be paid an additional fee not less than the full applicable Company Category minimum fee for a Choreographer specified in Clause 62:04.

If dance elements are included in the production which are not intrinsic to its nature and were not envisaged as being required, but their inclusion develops solely at the Director's discretion, this Clause shall not apply.

**60:12 Assistant and/or Associate Directors**

**Preamble**

The duties and scope of work for Assistant and associate directors are different and may vary from Theatre to Theatre and from production to production based on artistic needs and process. An Assistant Director is an Artist engaged to assist the Director in matters related to the production. For the purposes of this Agreement, an associate director is an Artist engaged by the Theatre to work in collaboration with the Director and may oversee certain aspects of the directorial process or, in the absence of the Director, may be requested to implement and maintain the creative vision of the Director.

It is the essence of the ITA that the Director shall be available to attend rehearsals. Except in the case of an emergency which necessitates the Director's absence of one (1) week or less, the associate director may not be required to rehearse a production unless they have been contracted as a Director under terms and conditions to be agreed to between Equity and the Theatre, such agreement not to be unreasonably withheld.

**(A) Scope of Work**

When the Theatre and the Director agree that an Assistant and/or associate director shall be hired for a production, the Director and the Assistant and/or associate director shall develop a mutually acceptable job description to include the nature of the support to be provided, the scope of activity, any specific tasks to be completed, anticipated work schedule, and any other responsibilities that will be required. The job description shall be adaptable to the artistic process and shall be included as a rider to both the Director and the Assistant and/or associate director's contract. The Theatre shall provide a checklist to facilitate this discussion and shall ensure the discussion has taken place before an Assistant and/or associate is contracted.

**(B) Assistant Directors**

When the Theatre engages an Assistant Director who is a member of Equity, the execution of an ITA Engagement Contract is required. Assistant Directors who are not members of Equity engaged by the Theatre shall be offered the opportunity to be engaged under an ITA Engagement Contract if they so desire. In such a case, Clause 3:03 (Deductions) will apply to Equity members and Clause 22:01(B) to non-members.

Compensation for the Assistant Director shall be commensurate with the scope of work defined in their job description.

**(C) Associate Directors**

When the Theatre engages an associate director who is a member of Equity, the execution of an ITA Engagement Contract is required. Associate directors who are not members of Equity shall be offered the opportunity to be engaged under an ITA Engagement Contract. Associate directors on ITA Engagement Contracts shall have deductions made in accordance with Clause 3:03 (Deductions) for Equity members and Clause 22:01(B) (Requirement to Remit Filing Fees) for non-members.

Compensation for the associate director shall be commensurate with the scope of work defined in their job description.

**(D) Artist Engaged for Professional Development**

With the agreement of the Director, the Theatre may engage an Assistant and/or associate Director for professional development. Equity Members who are seeking professional development opportunities including but not limited to students on practicum, specialized programs and initiatives for professional development and training or those who have received grants from a recognized funding body to participate in a production as an Assistant and/or associate Director shall have the opportunity to self-engage under the appropriate form of Equity Contract.

**(E) Auditing the Rehearsal Process**

Individuals who have no pre-assigned functions other than to audit the rehearsal process shall be excluded from this Clause.

**(F) Billing**

Any billing afforded to Assistant Directors and/or associate directors in connection with 60:12(D) or 60:12(E) hereunder shall be approved by the Director, and such billing shall not create any contractual obligations for the Theatre, other than what may be agreed upon between the Theatre and such Assistant Directors and/or associate directors.

**60:13 Training and Professional Development**

In the interests of the training and professional development of Canadian Directors, whenever a non-Canadian (or non-landed immigrant in Canada) is engaged as a Director, a Canadian member of Equity shall be offered a position as Assistant Director. In the event that a Canadian Equity member is not engaged as an Assistant Director, Equity may request a list of members who were offered and declined the position.

## **61:00 FIGHT DIRECTORS**

The following do not apply to Fight Directors:

5:06	Exclusive Service of the Artist
8:06	Auditions
16:11(A)	Additional Duties
16:13	Actor Point of Origin Minimum Fees
16:16	Additional Services Fees
16:17	Overnight Rest Period Infringement
25:00	Costume Fittings
26:00	Performances
27:00	Clothes and Makeup
31:00	Nudity and Acts of Intimacy in Production
34:01	Continuous Engagement
34:02	Engagement Contracts - Minimum Period
35:09	Roles Unassigned at Time of Contracting
38:00	Termination
39:00	Understudies
40:00	Changes in Cast and Replacement of Actors
41:00	Part Cut Out
45:00	Visual or Sound Recordings (Use in Production)
46:07	Recording after Production Closed/Artist Leaves Production
48:00	Artist's Leave
49:00	Touring
60:00	Directors (except as specified in Clause 61:09)
62:00	Choreographers
63:00	Stage Management

### **Preamble**

For the purposes of this Article, a member of any of Canadian Actors' Equity Association and/or Fight Directors Canada and/or the Society of Canadian Fight Directors and/or any other affiliated fight directors society shall be defined as an Equity Fight Director.

### **61:01 Requirement for a Fight Director**

The Theatre will determine if staging requires choreography within the realm of dance, or other specialized movement, or fight direction. When fight direction is required, a Fight Director shall be contracted according to this Article 61:00 whenever two or more Artists are required to participate in a stage fight (in accordance with Clause 28:07) involving one or more of the following elements:

- (i) weapons of any sort, including but not limited to, furniture or other props used as weapons;
- (ii) martial arts and unarmed combat.

### **61:02 Engagement Contract**

When the Theatre determines the requirement for a Fight Director (see Clause 28:07(A)), the Theatre will give first consideration to existing Equity Fight Directors. On request of the Theatre, Equity will assist the Theatre in the search for an Equity Fight Director by providing a current list of Fight Directors who have informed Equity that they are available for work. The Theatre will not be obliged to engage any Fight Director whom it judges to be incompatible with its needs.

#### **(A) Fight Directors**

Fight Directors must be engaged according to terms and conditions no less favourable than those set out in this Article.

#### **(B) Concurrent Engagement**

Any Artist who is an Equity Fight Director and is currently under engagement to the Theatre may be offered either a concurrent ITA Engagement Contract or a rider, the terms and conditions of which are no less favourable than those set out in this Article.

### **61:03 Pre-production Meeting**

The Theatre will make reasonable efforts to include the Fight Director in pre-production meeting(s) which the Fight Director will make reasonable efforts to attend; alternatively, the Theatre may consult with the Fight Director about the expected requirements of the production(s).

### **61:04 Fight Director Minimum Fees**

The minimum fees for Fight Directors shall be as specified in the current ITA Fee Booklet.

#### **(A) Payment Schedule**

The Contractual Fee shall be payable as agreed between the Fight Director and the Theatre and will be set out in the ITA Engagement Contract. In the case of a per production contract, the Fight Director's contract shall be completed at the end of the day of the official opening, or the final understudy rehearsal if that is later. Notwithstanding the above, no additional contract or fee is required for consultation as set out in Clause 61:08 below.

#### **(B) Hourly**

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 a maximum of three (3) days, however the primary purpose of the second and third days should be to review and rehearse choreography that was set at the first call.

### **61:05 Engagement Contract**

Where an Artist is engaged on an hourly or daily basis, the ITA Engagement Contract shall specify the stage fight(s) to be set as well as the anticipated amount of rehearsal time allocated to each stage fight.

#### **(A) Multiple Productions**

A Fight Director may be engaged for more than one (1) production on a single ITA Engagement Contract. Each production and its anticipated schedule will be listed on the contract or attached rider.

#### **(B) Non-continuous Engagement**

The Artist may be engaged on a non-continuous basis for a period of one (1) or more hours, one (1) or more days, one (1) or more weeks, or any combination thereof, on a single ITA Engagement Contract. Hours need not be consecutive, nor is any minimum number of hours required.

#### **(C) Contractual Fee**

The negotiated Contractual Fee for the engagement shall be specified on the ITA Engagement Contract, and may not be subsequently reduced.

### **61:06 Travel**

The Theatre shall provide round-trip transportation in accordance with Article 30:00. For non-continuous engagements, the Theatre and the Fight Director will negotiate appropriate additional travel arrangements.

### **61:07 Understudy and Replacement Rehearsal**

Understudies and replacement Actors require fight rehearsals which should be under the supervision of the Fight Director or, where the Theatre deems appropriate, the Fight Captain or a designate of the Fight Director approved by the Theatre.

### **61:08 Changes**

If, after the completion of the fight rehearsals, there are changes or deletions to the original fight direction, the Theatre will make every reasonable effort to contact and consult with the Fight Director. The Fight Director, as part of their original fee for service, will advise and make recommendations to the Theatre regarding any implications of such changes. The consultations so provided are advisory in nature and final decisions are reserved to the Theatre. Where the Fight Director does not agree with the changes made, they shall have the option of having their name removed from programs and publicity materials that are produced subsequent to the notice to remove their name.

## 61:09 Director Clauses

The following Clauses of Article 60:00 Directors shall apply to the engagement of a Fight Director:

Clause 60:07 Custom of the Trade

Clause 60:08 Termination

### (A) Director's Royalty

If the Artist is engaged on a per production basis, the provisions of Clause 60:06 (Director's Royalty) shall also apply to that engagement.

### (B) Recorded Productions - Minimum Fees

For visual recordings or broadcast of a production which include a fight sequence or part thereof, the provisions of Clause 46:02(ii) shall apply. This provision does not apply to radio broadcasts or audio recordings.

## 61:10 Fight Captain

### (A) Requirement

If, in accordance with Clause 28:06(A) and this Article, the Theatre engages a Fight Director, and if that person is not engaged for the duration of the production, the Theatre in consultation with the Fight Director, shall assign a Fight Captain to monitor the stage fight(s) for the duration of the production.

### (B) Responsibilities

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

### (C) Remuneration

A Fight Captain shall be free to negotiate remuneration above the minimum in Clause 16:13 as appropriate to the work required and acceptable to them, which shall not be less than the additional duties rate as provided for in Clause 16:11(A) of the current ITA Fee Booklet.

### (D) 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.

## 62:00 CHOREOGRAPHERS

The following do not apply to Choreographers:

8:06	Auditions
16:11(A)	Additional Duties
16:13	Actor Point of Origin Minimum Fees
16:16	Additional Service Fees
16:17	Overnight Rest Period Infringement
24:00	Rehearsal Conditions (except Clause 24:03(G), as provided for in Clause 62:04(D))
25:00	Costume Fittings
26:00	Performances
27:00	Clothes and Makeup
31:00	Nudity and Acts of Intimacy in Production
34:01	Continuous Engagement
34:02	Engagement Contracts - Minimum Period
35:09	Roles Unassigned at Time of Contracting
38:00	Termination
39:00	Understudies
40:00	Changes in Cast and Replacement of Actors
41:00	Part Cut Out
45:00	Visual or Sound Recordings (Use in Production)

46:07	Recording after Production Closed/Artist Leaves Production
49:00	Touring
60:00	Directors
61:00	Fight Directors
63:00	Stage Management

**62:01 Preamble**

This Article shall not apply when the Choreographer is also the Director of the production. A Choreographer shall be contracted according to this Article 62:00 whenever a Theatre requires choreography for more than two (2) separate numbers in a musical production or original choreography for more than five (5) minutes of playing time in a non-musical production (see Clause 62:02, Special Category). For the purposes of the ITA, the movement of individual Artists, or groups of Artists, where such movement would normally be considered "blocking" is not to be considered choreography.

**62:02 Special Category**

In situations where the total amount of creative work required of the Choreographer is deemed to require less than the applicable minimum rate, the Theatre may, with the agreement of the Choreographer, apply for Equity's approval to pay the special category rate.

**62:03 Association Status**

**(A) Terms and Conditions**

Choreographers must be engaged according to terms and conditions no less favourable than those set out in this Article. Choreographers who are not members of Equity and not members of another performing arts union or association shall not be required to join Equity.

**(B) Consideration of Equity Members**

The Theatre agrees that it will give serious consideration to the engagement of existing Equity Choreographers for all such positions in its company. The Theatre will request, and Equity will provide, a current and up-to-date list of Choreographers who have informed Equity that they are available, in order to assist the Theatre in finding an Equity Choreographer.

However, the Theatre shall not be obliged to engage any Choreographer so listed whom it judges to be incompatible with its needs.

**(C) Non-Member Other Affiliation**

Should a Choreographer already be a member of another performing artists association, they shall be signed to an ITA Engagement Contract and become a member of Equity for the duration of the engagement.

**62:04 Choreographer Contractual Minimum Fees**

The minimum fees shall be as specified in the current ITA Fee Booklet.

**(A) Payment Schedule**

The Contractual Fee shall be payable as stated on the face of the contract, or if not stipulated otherwise in the following manner:

Twenty (20%) percent shall be payable on the signing of a contract to choreograph.

Thirty (30%) percent shall be payable on or before the first day of rehearsal.

The remaining fifty (50%) percent shall be payable pro rata on a weekly basis throughout the rehearsal period, with the final payment made by the official opening night.

Should the Theatre fail to fulfil its contractual obligation under this Clause it shall pay to the Choreographer an additional sum equal to five (5%) percent of the contractual fee.

**(B) Hourly, Daily and Weekly Rate for a Non-Musical**

The hourly (minimum three (3) hour call), daily or weekly rate as specified in the current ITA Fee Booklet shall apply when a Choreographer is engaged to set choreography or repeated specialized movement for a non-musical production.

**(C) Applicable Minimum**

The minimum fee that applies for the engagement of an Artist as a Choreographer shall be the minimum fee applicable on the date of the first public performance of the production.

**(D) Free Day**

The Choreographer must receive a Free Day, as provided for in Clause 23:01. The Artist shall invoice the Theatre at the rate stipulated on line five (5) of Schedule "A" in the current ITA Fee Booklet for any activity required by the Theatre of the Choreographer on a Free Day. The minimum call for such activity shall be for four (4) hours.

**(E) Completion of Contract**

The Choreographer's contract shall be completed at the end of the day of the official opening. Should the Choreographer be required for work after this time, the rates in Clause 62:04(B) shall apply.

**(F) Choreography Altered Without Consultation**

After the opening of the production, the work of the Choreographer shall not be altered by the Theatre or any of the Theatre's representatives without prior consultation unless:

(i) required by emergency; or

(ii) the physical conditions of the theatre necessitate change and/or deletions.

If the Choreographer's work is altered and they have not been consulted, the Theatre shall pay the Artist four (4%) percent of the Choreographer's Contractual Fee for each week or part thereof of the breach. Where the Choreographer does not agree with the changes made, they shall have the option of having their name removed from programs and publicity materials produced subsequent to the notice to remove their name. In the event that the Choreographer does not respond to the Theatre's request for consultation within forty-eight (48) hours, the Theatre may alter the work as required without penalty.

**(G) Additional Work After Opening**

Should the Choreographer be required to provide additional services after the opening the rates in Clause 62:04(B) shall apply to a non-musical.

Should the Choreographer be asked to do additional work on a musical theatre production after the official opening, a separate fee commensurate with the work to be done will be negotiated. Should this arrangement not be part of the original contract, the Choreographer will be compensated at a daily rate of three (3%) percent of the contractual fee. Such agreement as to fee must be in the form of, or an amendment to, the Choreographer's original ITA Engagement Contract. Should such work require the Choreographer to be away from their place of residence, they shall be paid travel and housing expenses to be negotiated with the fee required above and included in the rider.

## **62:05 Duties of a Choreographer**

The Choreographer shall conduct dance rehearsals, respect the physical property of the production, theatre, and place of rehearsal, abide by particular artistic policies of the specific Theatre to which the Choreographer is contracted, and generally fulfill the artistic planning and production contributions commonly within the scope of the functions of the Choreographer. The Choreographer will be available for such meetings and consultations as are required by the Theatre, particularly with the Director and music director. Such meetings and consultations shall be agreed to in advance, and included in the ITA Engagement Contract, or after signing, in a rider thereto, and must be specific as to dates, times, locations, and remuneration of travel and housing expenses. The Choreographer agrees to promote the production, and may make reasonable personal publicity appearances and participate in radio, television, and press interviews for that purpose. In addition, they shall be generally supportive of the Theatre's interests during the term of their contract.

## **62:06 Billing**

The Choreographer has the right to negotiate billing in newspaper, magazine, television and radio ads. Whenever anyone other than the author is given billing in other media, the Choreographer will receive billing in other publicity material (under the Theatre's control) for the production that is prepared after the engagement of the Choreographer. The size and position will be negotiated at the time of engagement.

## **62:07 Choreographer's Royalty**

### **(A) Requirement For**

An additional fee or royalty for any extension beyond the proposed run of the production, whether or not such an extension is envisaged, shall be negotiated at the time of the Choreographer's engagement. For the purpose of the Clause, the final date of the proposed run shall be the final performance prior to any option period, or ninety-six (96) performances, whichever comes first. Royalty payments to Choreographers shall be paid monthly or at the end of the run, whichever comes first.

### **(B) Amount Of**

The negotiated royalty shall be not less than two (2%) percent of the Artist's negotiated Contractual Fee for each week of the extension, or after ninety-six (96) performances, whichever comes first. If no such fee or royalty is negotiated and specified on the ITA Engagement Contract, the Choreographer shall receive a royalty of four (4%) percent of their original Contractual Fee for each week of the extension, or after ninety-six (96) performances, whichever comes first.

This Clause does not apply to Theatre for Young Audiences.

### **(C) Revival**

Should a Theatre decide to revive a production, or should a Theatre give permission to another Theatre to revive a production within a period of two (2) years from the first public performance of the production, and should the originally producing Theatre provide the second Theatre with the prompt script and designs as described below, and the right to use the original choreography, one (1) of the following shall apply:

#### **(i) Choreographs Revival**

If the original Choreographer choreographs the revival, they shall receive a fee of no less than one-half (1/2) the original Contractual Fee, or one-half (1/2) the fee applicable to the Theatre reviving the work, whichever is greater.

The Theatre may negotiate a royalty with the Artist at the time of the original production in contemplation of a revival which shall not be subject to the minimum royalty in Clause 62:07(B). If a royalty for a revival was not negotiated and specified on the original ITA Engagement Contract, the Artist shall receive a royalty of four (4%) percent of their original Contractual Fee for each week of the revival.

**(ii) Declines Offer**

If the original Choreographer declines, for any reason, an offer to choreograph the revival, they shall be paid one-half (1/2) of the originally negotiated royalty for a revival as per Clause 62:07(C)(i). If no such royalty for a revival was negotiated, the Artist shall receive one-half (1/2) of the originally negotiated royalty as per Clause 62:07(B). Further, the Choreographer of the original production shall be billed according to the provisions of Clause 62:06 and in accordance with the terms of their original contract.

**(iii) No Offer Made**

If the original Choreographer is not offered the opportunity to choreograph the revival, they shall be paid a royalty commensurate with the originally negotiated royalty for an extended run as per Clause 62:07(A) above. Further, the Choreographer of the original production shall be billed using the phrase "Originally Choreographed By..." unless originally negotiated otherwise.

**(iv) Associate Choreographer choreographs Revival**

If, at the discretion of the Choreographer, an associate choreographer choreographs the Revival, they shall receive a fee of no less than one-half (1/2) the total original Choreographer's fee, or one-half (1/2) of the minimum Choreographer's fee applicable to the Theatre reviving the work, whichever is greater. The Choreographer and the Theatre must mutually agree to the selection of the associate choreographer for the Revival who will then oversee and unify the choreography from the original production.

The original Choreographer shall be paid a royalty commensurate with the originally negotiated royalty per Clause 62:07(B). Further, the Choreographer of the original production shall be billed using the phrase "Originally Choreographed By..." unless negotiated otherwise.

**62:08 Termination**

An individual Choreographer's ITA Engagement Contract with a Theatre may be terminated by mutual consent of both parties in writing, following consultation by the Choreographer with Equity.

Where no mutual consent is reached, the contract may be terminated as follows:

**(A) By Choreographer**

By the Choreographer, upon written notice to the Theatre with payment to it of no less than the full face value of the contract. Termination payment must be paid to the Theatre within two (2) weeks of the notice being given or by a schedule mutually agreed upon between the Choreographer and Theatre.

**(B) By Theatre**

By the Theatre, upon written notice to the Choreographer with payment to them of not less than the full face value of the contract. Termination payment must be paid to the Choreographer within two (2) weeks of the notice being given or by a schedule mutually agreed upon between the Choreographer and Theatre.

**(C) Production Abandoned**

If the production is abandoned four (4) weeks or more prior to rehearsal, the Choreographer shall be paid fifty (50%) percent of their Contractual Fee immediately. If the production is abandoned less than four (4) weeks prior to rehearsal, the Choreographer shall be paid seventy-five (75%) percent of their Contractual Fee immediately.

**(D) Rehearsals Postponed**

The Theatre may postpone the first day of rehearsal for up to two (2) weeks from the date specified on the Choreographer's contract by giving the Choreographer a minimum of four (4) weeks' notice. Should the Theatre postpone the first day of rehearsal for more than two (2) weeks, or not give the Choreographer the required notice, or should the Choreographer no longer be available for the rehearsal period due to a postponement, then the Choreographer may claim the production to be abandoned and Clause 62:08(C) shall apply.

**(E) Illness or Accident**

No penalty or notice is required if the Choreographer terminates their contract due to incapacitating illness or accident. The Choreographer will however inform the Theatre of their illness or accident as soon as possible and provide a doctor's certificate upon request. Copies of all notices of termination must be filed with Equity.

**62:09 Dance Captain**

**(A) Requirement**

**(i) Musical**

A Dance Captain shall be required for all musical productions for which a Choreographer has been engaged unless the Choreographer deems it is not necessary.

**(ii) Play or Work in Development**

The Theatre, the Stage Manager and the Choreographer shall discuss the needs of the production to ascertain whether a Dance Captain is required.

**(iii) Designation**

The Theatre may designate an Artist as a Dance Captain in consultation with the Choreographer at time of contracting, or during the rehearsal period.

Such duties shall be negotiated and attached as a rider to the original ITA Engagement Contract.

**(B) Responsibilities**

In order to monitor and maintain the dance choreography for a production, a Dance Captain may be responsible for the following duties: notate choreography, assist stage management with blocking notes of musical numbers, and attend rehearsals for musical numbers they are not dancing in. Once the production has opened, the Dance Captain may lead clean-up rehearsals for Dancers, provide notes for Dancers, consult on casting of replacement Dancers, rehearse blocking or spacing changes required to maintain the choreography while on tour or in an emergency, and schedule dance rehearsals in consultation with the Stage Manager.

**(C) Remuneration**

A Dance Captain shall be free to negotiate remuneration above the minimums in Clause 16:13 as appropriate to the work required and acceptable to the Dance Captain, which shall be not less than one-hundred and seventy-five (175%) percent of the additional duties rate as provided for in Clause 16:11(A) in the current ITA Fee Booklet.

**(D) Authority**

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

## **62:10 Assistant and/or Associate Choreographers**

### **Preamble**

The duties and scope of work for Assistant and associate choreographers are different and may vary from Theatre to Theatre and from production to production based on artistic needs and process. An Assistant Choreographer is an Artist engaged to assist the Choreographer in matters related to the production. For the purposes of this agreement, an associate choreographer is an Artist engaged by the Theatre to work in collaboration with the Choreographer, and may oversee certain aspects of the choreography process or, in the absence of the Choreographer, may be requested to implement and maintain the creative vision of the Choreographer.

It is the essence of the ITA that the Choreographer shall be available to attend rehearsals. Except in the case of an emergency which necessitates the Choreographer's absence of one (1) week or less, the associate choreographer may not be required to rehearse a production unless they have been contracted as a Choreographer under terms and conditions to be agreed to between Equity and the Theatre, such agreement not to be unreasonably withheld. The above does not preclude the sharing of rehearsal duties on a general basis.

### **(A) Scope of Work**

When the Theatre and the Choreographer agree that an Assistant and/or associate choreographer shall be hired for a production, the Choreographer and the Assistant and/or associate choreographer shall develop a mutually acceptable job description to include the nature of the support to be provided, the scope of activity, any specific tasks to be completed, anticipated work schedule, and any other responsibilities that will be required. The job description shall be adaptable to the artistic process and shall be included as a rider to both the Choreographer and the Assistant and/or associate Choreographer's contract. The Theatre shall provide a checklist to facilitate this discussion and shall ensure the discussion has taken place before an Assistant and/or associate is contracted.

### **(B) Assistant Choreographers**

When the Theatre engages an Assistant Choreographer who is a member of Equity, the execution of an ITA Engagement Contract is required. Assistant Choreographers who are not members of Equity engaged by the Theatre shall be offered the opportunity to be engaged under an ITA Engagement Contract if they so desire. In such a case, Clause 3:03 (Deductions) will apply to Equity members and Clause 22:01(B) to non-members.

Compensation for the Assistant Choreographer shall be commensurate with the scope of work defined in their Choreographer job description.

### **(C) Associate Choreographers**

When the Theatre engages an associate Choreographer who is a member of Equity, the execution of an ITA Engagement Contract is required. Associate Choreographers who are not members of Equity shall be offered the opportunity to be engaged under an ITA Engagement Contract. Associate Choreographers on ITA Engagement Contracts shall have deductions made in accordance with Clause 3:03 (Deductions) for Equity members and Clause 22:01(B) (Requirement to Remit Filing Fees) for non-members.

Compensation for the associate choreographer shall be commensurate with the scope of work defined in their job description.

**(D) Artist Engaged for Professional Development**

With the agreement of the Choreographer, the Theatre may engage an Assistant and/or associate choreographer for professional development. Equity Members who are seeking professional development opportunities including but not limited to students on practicum, specialized programs and initiatives for professional development and training or those who have received grants from a recognized funding body to participate in a production as an Assistant and/or associate Choreographer shall have the opportunity to self-engage under the appropriate form of Equity Contract.

**(E) Auditing the Rehearsal Process**

Individuals who have no pre-assigned functions other than to audit the rehearsal process shall be excluded from this Clause.

**(F) Billing**

Any billing afforded to Assistant Choreographers and/or associate Choreographers in connection with 62:10(D) or 62:10(E) hereunder shall be approved by the Choreographer, and such billing shall not create any contractual obligations for the Theatre, other than what may be agreed upon between the Theatre and such Assistant Choreographers and/or associate choreographers.

**62:11 Training and Professional Development**

In the interests of training and professional development of Canadian Choreographers, whenever a non-Canadian (or non-landed immigrant in Canada) is engaged as a Choreographer, a Canadian member of Equity shall be offered a position as Assistant Choreographer. In the event that a Canadian Equity member is not engaged as Assistant Choreographer, Equity may request a list of members who were offered and declined the position.

**62:12 Choreographer's Royalty for Reuse of Work**

When the Theatre produces a new or adapted play or musical and incorporates choreography created by a Choreographer previously engaged under an Equity form of contract in the development of the work but who has not been engaged for the production, a royalty of not less than one (1%) percent of the applicable Company Category minimum fee for use of such original work shall be required.

The use of the work of the original Choreographer will be at the sole discretion of that individual which will not be unreasonably withheld. Appropriate credit will be given in the production program.

In order to establish the Choreographer's contribution to the new work or adaptation of an existing work, the Theatre shall record each workshop in which the Choreographer is present. A copy of the reference recordings shall be given to the Choreographer. The reference recordings shall not be broadcast by the Theatre or the Choreographer, posted on the internet or distributed in any way.

For the purposes of this Article, Clause 62:07(C) Revival shall not apply.

**Preamble****(A) Employment Status**

All personnel engaged to fulfil Stage Management duties as defined in Clause 63:13 must be contracted under the terms of the ITA. Equity will consider it to be a breach of the ITA if the Theatre uses non-Equity personnel to fulfil Stage Management duties as herein defined.

**(B) Employment Standards Act**

When a Stage Manager is hired as an employee, the following terms will apply:

Provincial statutes will stipulate the overtime provisions as they apply to hours of work and the requirements for averaging agreements, where applicable.

If the Theatre operates in a province or territory where the legislated number of allowable working hours in a day or week is less than permitted for Stage Management personnel in the ITA, the applicable clauses of the ITA shall be altered to conform to the legislation. Where this legislation permits the Theatre to apply for an extension to the number of working hours in a day or week, it shall be the sole responsibility of the Theatre to secure permission to do so.

The Theatre shall advise the Artist in advance of signing an ITA 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 contract. In addition, the rider must include how ESA overtime is administered by the Theatre, including, but not limited to, any applicable averaging cycle and the timing of payment of ESA overtime to the Artist.

For ESA overtime purposes the Theatre shall divide the Artist's weekly Contractual Fee by the number of allowable work hours before overtime is payable under the applicable Provincial Employment Standards Act to ascertain the hourly rate of pay for the Artist.

**(C) Overtime and Averaging Agreements**

The Stage Management overtime workbook shall be used to calculate overtime on a weekly basis. Where averaging agreements are in place, total weekly hours as calculated by the workbook shall be used to calculate overtime over the averaging agreement period(s).

Averaging agreements shall be applied to weeks in which the Artist is receiving a full weekly fee, beginning with a Monday (per Clause 18:20), and may not include hiatus weeks for which no fee is paid.

The following do not apply to Stage Management:

5:01	Independent Contractor
8:06	Auditions
16:11(A)	Additional Duties
16:16	Additional Services Fees
16:17	Overnight Rest Period Infringement
25:00	Costume Fittings
27:00	Clothes and Makeup
35:09	Roles Unassigned at Time of Contracting
39:00	Understudies
40:00	Changes in Cast and Replacement of Actors
41:00	Part Cut Out
48:00	Artist's Leave
49:14	Break After Arrival at Hotel
60:00	Directors
61:00	Fight Directors
62:00	Choreographers

### **63:01 Equity Stage Management**

The Theatre agrees that it will engage only existing Equity Stage Managers and Assistant Stage Managers for all Stage Manager and Assistant Stage Manager positions on its staff. Equity will provide on request a current and up-to-date list of Stage Managers who have informed Equity that they are available for work. However, the Theatre shall not be obliged to engage a Stage Manager or Assistant Stage Manager whom the Theatre judges to be incompatible with its needs. A person who is not already a member of Equity may be engaged as a Stage Manager with the written permission of Equity provided that the Theatre has publicly advertised the job, and conducted a search for, and considered existing Stage Manager members. Advertising will include the Theatre's website and/or sphere of social media pages. The Theatre will also make best efforts to post on Equity's e-Drive.

### **63:02 Production Rights Agreements Requiring Playwright's Prior Approval**

The Theatre will make its best efforts to ensure that the Stage Manager is aware of any production rights agreement which requires the playwright's prior approval of any changes to the production script. The Stage Manager shall endeavour to inform the Theatre in a timely fashion of any changes so made.

### **63:03 Contractual Obligations Requiring Stage Manager's Assistance**

The Theatre will make its best efforts to inform the Stage Manager of any contractual obligations the Theatre has made which will directly affect the Stage Manager's engagement or will require the Stage Manager's assistance in ensuring compliance.

### **63:04 Consultation on Selection of Stage Management Personnel**

Whenever possible, the senior Stage Management positions shall be filled first. At the time of contracting, the Theatre will consult with the Production Stage Manager or the Stage Manager in the selection of other Stage Management staff for positions not already contracted. The Production Stage Manager or Stage Manager shall have control over Apprentice Stage Managers' assignments on a production.

### **63:05 Stage Management Staffing**

All Theatres will engage sufficient personnel to ensure the safe and efficient running of a production. To this end, the Production Stage Manager or Stage Manager and the Theatre will thoroughly discuss the Stage Management staff planned for a given production prior to the contracting of the Production Stage Manager or the Stage Manager.

#### **(A) Requirements**

There shall be at least one (1) Stage Manager or Production Stage Manager for each production.

A Production Stage Manager may be required to stage manage or assistant stage manage productions. However, in such cases, the assignment of a Production Stage Manager to each production must be agreed to prior to the signing of their contract.

#### **(B) Repertory**

In addition to Clause 63:05(A), when a Theatre produces in repertory with two (2) or more productions with Artists who are cross-cast, the following shall apply:

- (i) Where there is a separate Stage Manager for each production, no Production Stage Manager is required, unless the combined cast sizes are sixteen (16) or more Artists.
- (ii) Where the Stage Manager is the Stage Manager for two (2) or more productions, then at least one (1) Production Stage Manager shall be engaged beginning with the first production.

**(C) Assistant Stage Managers**

There shall be at least one (1) Assistant Stage Manager engaged by Theatres in Company Categories A (including A+), B, C and D, none of whom may understudy or perform. All Stage Management personnel may be assigned to two (2) or more consecutive or concurrent productions.

For Theatres in Company Categories E, F and G, where no Assistant Stage Manager is required, and where the Stage Manager is unable to supervise the performance from the stage or the immediate vicinity of the stage, the Theatre will ensure that a member of the production staff or stage crew or Apprentice Stage Manager is accessible to that location in order to ensure the safety of the Actors.

However, in the case of productions with a Single Set or black box theatre and a cast of three (3) or less, regardless of Company Category of the production, the hiring of Assistant Stage Managers is solely at the discretion of the Theatre, after consultation with the Stage Manager, except as outlined in Clause 63:05(D). In such cases where the Theatre elects not to engage an Assistant Stage Manager, the Theatre will hire an Apprentice Stage Manager, with the approval of the Stage Manager.

**(D) Size and Complexity of Production**

For productions with:

- (i) mechanized and/or automated and/or flown scenery where there is no competent on-deck supervision with a direct line of sight, and/or;
  - (ii) a cast size of sixteen (16) or more;
- regardless of the Company Category, a Stage Manager and an Assistant Stage Manager shall be required.

For productions with:

- (i) a cast size of seventeen (17) or more; and
- (ii) extensive backstage traffic,

the following minimum Stage Management requirements will apply:

A (including A+ and Shaw): Stage Manager, two (2) Assistant Stage Managers;

B - G: Stage Manager, Assistant Stage Manager, Apprentice Stage Manager.

When it becomes apparent at any time during the rehearsal or run of a production that the number of Stage Management personnel is insufficient for the safe, efficient running of the production, the Production Stage Manager or the Stage Manager shall notify the Theatre and Equity of the situation. If the Theatre and Stage Management personnel are unable to agree to a resolution, Equity and the Theatre will consult with respect to the Stage Management needs of the production.

**63:06 Pre-production Preparation Time**

**(A) Original Stage Management Personnel**

**(i) Production Stage Managers and Stage Managers**

All Production Stage Managers and all Stage Managers shall be engaged for one (1) week prior to the commencement of rehearsals. Where the Theatre and the Artist agree that the period may be shorter, the Theatre will consult with the Artist at the time of offer to jointly establish the exact number of days required for pre-production preparation, the terms of agreement to be approved by Equity prior to signing, such approval will not be unreasonably withheld. Should the Stage Manager be hired for less than one (1) full week, the daily remuneration shall be no less than one-quarter (1/4) of the week's Contractual Fee.

**(ii) Assistant Stage Managers**

All Assistant Stage Managers shall be engaged for a minimum of two (2) working days prior to the first rehearsal, unless the Theatre and Equity agree that the period is not required. However, where the Theatre and Stage Manager agree by the scale of the production that additional time is necessary, the Theatre shall engage the Assistant Stage Manager for a minimum of three (3) days prior to the first rehearsal.

Where the Assistant Stage Manager is a resident in the Theatre's Point of Origin, this day may be scheduled in consultation with the Stage Manager, and shall be mutually agreed upon. The Assistant Stage Manager shall be remunerated for this day at the rate of one-sixth (1/6) of their Contractual Fee. In all other cases, the Assistant Stage Manager will be paid one-sixth (1/6) of their Contractual Fee, but may not be required by the Theatre to report to the Theatre sooner than two (2) days prior to the beginning of rehearsal.

**(iii) Apprentice Stage Manager**

Should the Theatre wish to secure the services of an Equity Apprentice Stage Manager, the Apprentice will be engaged to assist the Stage Manager for three (3) days during the pre-production week unless the Apprentice Stage Manager is not available for such a period due to prior commitments.

Where an Apprentice Stage Manager is engaged for the production, the Assistant Stage Manager's pre-production preparation period may be reduced to not less than one (1) day.

All Equity Stage Management personnel shall be paid one-seventh (1/7) of their contractual fee for each day or portion thereof on which their services are required prior to the commencement or after the termination of their contracts.

**(B) Replacement Stage Management Personnel**

**(i) Replacement Stage Manager**

Where a replacement Stage Manager will be taking over rehearsal, the replacement Stage Manager shall be engaged with no fewer pre-rehearsal preparation days than the Stage Manager they are replacing.

Where the replacement Stage Manager will be taking over technical rehearsals or performance, they shall be engaged one (1) week prior to the date on which they are to take over the production, unless the Theatre, the Stage Manager and the Replacement Stage Manager agree that the period may be shorter.

**(ii) Replacement Assistant Stage Manager**

Where a replacement Assistant Stage Manager will be replacing the original Assistant Stage Manager for rehearsal, the replacement Assistant Stage Manager shall be engaged for no less than one (1) preparation day.

Where the Assistant Stage Manager will be replacing the original Assistant Stage Manager for technical rehearsals or performance, the replacement Assistant Stage Manager shall be engaged for no less than two (2) crossover days.

## **63:07 Minimum Fees**

### **(A) Sector 1**

A+ rates shall apply to Company Category A companies operating in municipalities with a resident population in excess of two million and two hundred thousand (2,200,000) and in theatres with more than eight hundred and seventy-four (874) seats.

The minimum weekly fees shall be as specified in the current ITA Fee Booklet.

### **(B) Joint Productions**

For Joint Productions in accordance with Article 54:00, the minimum weekly fees shall be as specified in the current ITA Fee Booklet.

### **(C) Theatre for Young Audiences**

#### **(i) Minimum Fees**

Minimum weekly fees as specified in the current ITA Fee Booklet shall apply in Theatre for Young Audiences where it can be demonstrated that the actual box office gross will not exceed the upper limit of Company Category F in Article 15:00.

#### **(a) Vacation Pay**

Stage Managers may elect to accrue the vacation pay, regardless of the duration of the Artist's contract. In this case, the payment of vacation pay shall be made to the Artist upon the conclusion of the Artist's engagement, or at the end of fifty-two (52) weeks' continuous engagement, whichever occurs first.

#### **(b) Pro-rated Fee**

The Artist shall be paid one-sixth (1/6) of their Contractual Fee for each day or portion thereof they are required to work during the pre-production, hiatus (Clause 55:23), and/or post-production periods, up to a maximum of one (1) week's fee for one (1) week's work.

#### **(ii) Showcase Engagement Contracts**

For a showcase presentation under Clause 55:29, the minimum fees shall be as specified in the current ITA Fee Booklet.

### **(D) Workshops and Readings**

#### **(i) For Workshops with No Public Presentation(s)**

The minimum fees as specified in the current ITA Fee Booklet for Clause 63:07(D)(i) shall apply.

#### **(ii) For Workshops with Public Presentation(s)**

The minimum fees as specified in the current ITA Fee Booklet for Clause 63:07(D)(ii) shall apply.

#### **(iii) For Readings with No Public Presentation(s)**

The minimum fees as specified in the current ITA Fee Booklet for Clause 63:07(D)(iii) shall apply.

#### **(iv) For Readings with Public Presentation(s)**

The minimum fees as specified in the current ITA Fee Booklet for Clause 63:07(D)(iv) shall apply.

If the potential box office exceeds the upper limit of Company Category G, the appropriate Company Category fees in Clause 63:07(A) will be substituted.

**(E) Sector 2 Productions**

**(i) Minimum Fees**

The minimum weekly fees shall be as specified in the current ITA Fee Booklet.

For productions which are classified as Company Category A (including A+), A-2 rates shall apply to open-ended productions, or to non-musical productions originally scheduled to run in excess of twelve (12) weeks, and musical productions originally scheduled to run in excess of twenty-four (24) weeks. For non-musicals originally scheduled for less than twelve (12) weeks and musicals scheduled for less than twenty-four (24) weeks, which are subsequently extended beyond twelve (12) or twenty-four (24) weeks, A-2 rates shall apply from the thirteenth or twenty-fifth week respectively.

A+ rates shall apply to Company Category A companies operating in municipalities with a resident population in excess of two million and two hundred thousand (2,200,000) and in theatres with more than eight hundred and seventy-four (874) seats.

**(ii) Workshops and Readings**

For activities undertaken in accordance with Clause 58:30, the minimum fees shall be as specified in the current ITA Fee Booklet.

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

**63:08 Benefits**

**(A) Additional Benefits**

Where an Artist has been engaged under the terms of Article 63:00 by a Theatre for a full season of no less than sixteen (16) weeks in duration, or a minimum of two (2) contracts spanning sixteen (16) weeks in total, they may be eligible for additional employee benefits that the Theatre provides to its seasonal, or if applicable, full-time employees who are not subject to a collective agreement. These benefits may include but are not limited to insurance coverage, RRSP contributions in excess of a three (3%) percent management contribution, and additional vacation increments.

**(B) Vacation Pay**

Vacation pay shall be paid at the rate of four (4%) percent of the Contractual Fee or at the rate set down under provincial law in the province where the Theatre has its Point of Origin, whichever is greater. For engagements of more than six months, vacation pay and vacation time shall be governed by the applicable provincial employment standards legislation.

The Artist shall accrue vacation pay at the rates listed above, every week of their engagement. Where the Stage Manager has elected to accrue vacation pay, the payment of the accrued vacation pay shall be made to the Artist upon the conclusion of their individual contract or one (1) year's engagement, whichever occurs first. Otherwise, vacation pay shall be paid weekly with the contractual payment.

After six (6) months of continuous engagement on any contract of fifty-two (52) weeks (or longer), the Artist must have the opportunity to take a one (1) week vacation at a mutually acceptable time on provision of four (4) weeks' notice to the Theatre, being compensated from the accrued vacation pay. Thereafter, the Artist may take a one (1) week vacation after each further six (6) months of continuous engagement on the same terms. The Artist shall receive their accrued vacation pay prior to any vacation period.

### **63:09 Statutory Holidays**

Should a member of the Equity Stage Management staff be required to work on a statutory holiday (as designated by the laws of the province in which the Theatre is located), then that member shall be compensated in accordance with said laws for those public holidays. The calculation for such work shall be based on one-seventh (1/7) of the Contractual Fee multiplied by the maximum time premium factor available under the applicable provincial laws.

### **63:10 Responsibility of an Assistant Stage Manager**

An Assistant Stage Manager will work in collaboration with and under the supervision of the Production Stage Manager and/or Stage Manager and will fulfil all such tasks as are assigned by them. An Assistant Stage Manager may never be solely in charge of a performance or a production.

The Assistant Stage Manager cannot be required to call the show, except as provided for in Clause 63:13(B) with the prior approval of the Theatre. In the event that the Assistant Stage Manager calls the show, they shall be compensated at not less than one sixth (1/6) the applicable Stage Manager weekly fee for each day that they undertake the duty.

Assistant Stage Managers may not perform or understudy performers, except as provided for in Clause 63:12(G).

### **63:11 Apprentice Stage Manager**

It is acknowledged that an Apprentice Stage Manager position is a training position and is not to replace the need for additional stage management staffing. The scope of work required of the Apprentice Stage Manager must be clearly outlined at the time the position is offered. Apprentice Stage Manager positions may vary from Theatre to Theatre, and may include duties that are not specific to stage management training, provided they are not prioritized over the Apprentice's training.

An Apprentice Stage Manager may, unless otherwise provided for in the ITA, be engaged under terms and conditions outside the ITA, and may be required to tour. Equity agrees to consider any request from a member of a professional performing artists' association or union for permission to register as an Apprentice.

#### **(A) Registration**

The Theatre 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 an Apprentice Registration form signed by the Apprentice to the effect that they are not now and never has been a member of any performing artists' association or union. The Apprentice Registration form and resume shall be accompanied by a fee to be determined by Equity, seventy-five dollars (\$75.00) of which shall be paid by the Theatre, for each production for which the Apprentice has been hired.

#### **(B) Maximum Number**

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

#### **(C) Fee Paid to Apprentice Stage Manager**

The Theatre will endeavour to pay an Apprentice Stage Manager a fee commensurate with the work they are responsible to undertake. Apprentice Stage Managers shall be engaged according to the applicable provincial Employment Standards legislation.

#### **(D) Hours of Work for an Apprentice Stage Manager**

Apprentice Stage Managers may independently perform duties for which they have had instruction from the Stage Manager.

### **63:12 Prohibited Duties**

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

**(A) Fulfilling Duties of Union Members**

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

**(B) Fulfilling Duties of Theatre Management**

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

**(C) Signing Closing Notices**

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

**(D) Building Maintenance**

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

**(E) Payroll**

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

**(F) Serving Meals**

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

**(G) Understudying and Performing**

Understudying or performing on stage. For clarity, this includes choreographed transitions where the Artist is visible on stage. Should the Theatre wish the Artist to participate in choreographed transitions where they are visible, these must be mutually agreed to and are subject to the terms of Clause 35:09 Cast by Consent.

Only in an emergency and with their consent may Stage Management personnel perform, for which performance they will be paid at the pro-rated applicable minimum fee for an Actor in addition to their Contractual Fee. However, where there are two (2) Assistant Stage Managers under contract for a single production, then the second Assistant Stage Manager may perform and understudy, following the consent of Equity in advance, which shall not be unreasonably withheld. The part which they are to perform must be contracted for in advance of the first day of rehearsal for such productions.

### **63:13 Duties and Responsibilities of Stage Management**

In addition to those duties detailed in Article 5:00 (Duties and Responsibilities of the Artist), the duties and responsibilities of Stage Management personnel are defined within this Clause, unless other or additional duties are agreed to by a rider at the time of contracting.

In the following Clauses, references to the Stage Manager shall encompass an Artist engaged as a Production Stage Manager who is assigned to stage manage a given production (See Also Clauses 63:05(A) and (B)).

**(A) Discretion in Organization of Work**

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

**(B) Delegation**

The Stage Manager may delegate any of their duties or authority to their staff as they feel necessary for the efficient running of their production, excepting that a person contracted as Stage Manager will be in the theatre and available throughout all performances. Such delegation to a member of Equity will require that person to be contracted as an Assistant Stage Manager.

**(C) Organization of Rehearsals and Performances**

The Stage Manager shall organize and supervise all rehearsals and performances, and endeavour to uphold the terms of the ITA, the requirements of Equity's Constitution, Bylaws and any regulations governing its membership, and any management rules and regulations not in conflict with the ITA and to consult with the Liaison and the Theatre's designated representative where necessary.

**(D) Scheduling Rehearsal Calls**

In accordance with the requirements of the Theatre, the Director, and the terms of this Agreement, the Stage Manager shall be responsible for the calling of all rehearsals, whether before or after opening, and for the scheduling of other company or individual calls related to a production.

**(E) Scheduling Set-Ups, Strikes, Load-Ins and Load-Outs**

The Production Stage Manager or Stage Manager shall schedule and control set-ups, strikes, load-ins and load-outs if required by the Theatre. If, on the final day of engagement, the Artist is required to supervise the strike and load-out, they shall receive the regular overtime rate, according to Clause 63:18(C) beyond 12:00 midnight. On tour, if the Artist is responsible for set-ups and strikes, they must be present for same.

**(F) Photo Calls**

The Theatre shall consult with the Stage Manager prior to the setting of a shot list for photo calls in order that both parties are aware of the technical requirements of the photo call. In addition to the terms of Clauses 43:01 and 43:02, the following shall apply:

- (i) The Stage Manager shall be provided with a shot list at least twenty-four (24) hours in advance of any photo calls requiring the stage, costumes, properties, makeup and lighting effects. Should such notice not be provided, The Stage Manager may delay the start of a photo call to change the proposed order of the shot list to accommodate the technical requirements. In such instances, the Theatre should be aware that such a delay could result in overtime.
- (ii) Photo calls requiring any or all of the following elements may not be scheduled on an extended rehearsal day unless the call is scheduled within the regular rehearsal hours: the stage, costumes, properties, makeup, and lighting effects. (See Clause 43:02)

**(G) Co-ordination and Communication**

The Stage Manager shall work with the Director and co-ordinate and communicate with the heads of all other departments during rehearsals and after opening.

**(H) Scene Change Rehearsals and Cueing Sessions**

The Stage Manager and the Assistant Stage Manager(s) shall be present at all scene change rehearsals and cueing sessions for the production which will come under the supervision of Stage Management during rehearsals or performances. A cueing session includes any period of time during which the Director and designer of any discipline (i.e. lighting, sound, video, etc.) are setting numbered cues for the production. Stage Managers must be given sufficient time to see/hear and accurately place cues in their prompt book before the cues are rehearsed onstage with Actors. The Stage Manager shall be present for all cueing sessions for the production, and the Assistant Stage Manager shall be present for any cueing session which will come under their supervision during rehearsals or performances. The Stage Manager shall attend production meetings as provided for in Clause 63:16.

**(I) Prompt Book**

The Stage Manager shall assemble and maintain the prompt book, which is the property of the Theatre, and is defined as the accurate and up-to-date playing text and stage business, together with cue sheets, plots, daily records, etc. as are necessary for the actual technical and artistic operation of the production. The Stage Manager will submit the prompt book to the Theatre at the end of the run of the production.

**(J) Maintenance of Artistic and Technical Intentions**

The Stage Manager shall maintain, to the best of their ability, the artistic and technical intentions of the Director, Theatre and designer after opening, and upon approval of the Theatre, shall call rehearsals when necessary, and shall prepare Understudies, replacements, and Extras, when or if the Director or Theatre is unavailable or declines this prerogative.

**(K) Show Reports**

During the rehearsal period, the Stage Manager shall communicate with the Theatre's designated representative about running times and any problems in the artistic or technical elements of the production. During performance this communication must be written and filed with the Theatre's representatives in the form of a per performance show report. Upon consultation with the Theatre, the Stage Manager shall draft the show report on a template provided by the Theatre and send it to the distribution list designated by the Theatre. Upon request, the Director, Choreographer, and/or music director of the production may also receive the show report.

Additionally, Equity may request, with a reasonable cause, a copy of the daily show report. Such request will not be unreasonably withheld.

The Stage Management show report shall be treated as confidential. Nevertheless, when an Artist receives a reprimand or complaint from the Theatre based on the report, the Artist has the right to access any portion of the report which may have been the basis for the reprimand or complaint, and the Stage Manager shall be so informed immediately.

**(L) Record-Keeping**

The Stage Manager shall keep such records as may be necessary to advise the Theatre, the Liaison and/or Equity on matters of company discipline and other business related to the rights and obligations of Artists, such as, but not limited to, attendance, overtime, work on statutory holidays, meal breaks, costume and photo calls, working environment health and safety.

**(M) Health and Safety**

The Stage Manager shall keep such records as are necessary and take all necessary precautions to see that safe and clean conditions exist both on stage and backstage as well as in rehearsal halls, and shall immediately advise the Theatre's designated representative if the health and safety provisions of the ITA are not being maintained.

**(N) Physical Welfare of Company Members**

In the absence of a company manager, the Stage Manager shall be prepared to assist and advise members of the company on matters relating to their physical welfare, and to this end shall, among other things, see that first aid supplies, listings of emergency services and medical advisors, and insurance and accident report forms are provided to the Artists.

**(O) Dressing Area**

In accordance with Clause 26:01, the Stage Manager has the authority to keep the Actors' dressing area free of all unnecessary personnel during any Half-Hour Call or intermission.

**(P) 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 production staff is in the backstage area. In addition, the Stage Manager is in sole charge of cueing the movement of all scenic elements, technical elements, and Performers.

**(Q) Security**

The Stage Manager shall implement provisions made by the Theatre for the security of personal property and notify the Theatre's designated representative when security provisions for Artist's valuables are not available/operable.

**(R) Sound Operation in Rehearsal**

In rehearsal, the Stage Manager may be asked to operate sound and/or video cues which are integral to the movement or blocking of the piece. It is understood that the priority of the Stage Manager in rehearsal should not be the execution of technical cues. Should the Theatre and the Stage Manager agree that the complexity of the operation is significant, such as alteration of cues, and the Theatre requires the Stage Manager to perform these operations, the additional duty fee stipulated in 16:11(A) is required until such time as the Stage Manager is relieved of the duty. The fee shall be provided for in a rider to the Stage Manager's ITA Engagement Contract, and is considered as part of the Artist's Contractual Fee.

**63:14 Other Duties**

As the duties of Stage Management may differ from theatre to theatre, it is required that the Theatre discuss these duties with the Stage Management personnel at the time of offer and that the Stage Management personnel agree to perform these duties prior to signing the contract. At the time of offer, the Stage Manager has the right to negotiate additional compensation for such other duties which shall not be less than the Additional Duties fee in Clause 16:11 per duty. This does not preclude Stage Management personnel from performing other duties in an emergency.

Other Duties shall not be mandatory unless they are agreed to at the time of offer.

Other Duties that are agreed to at the time of offer shall be included in a rider to the Engagement Contract along with the agreed to compensation. Other Duties offered and accepted after contracting, shall be contracted as a rider to the contract along with the agreed to compensation.

The Stage Manager may, at their discretion, use preparation time to accomplish such other duties as long as they do not interfere with the regular preparation duties. If these other duties cannot be accomplished within the regular work hours and/or during the preparation hours, then the rates in Line 2 of Schedule 'A' shall apply, and confirmation of this requirement shall be included in the rider to the Artist's contract.

Other duties may include the following:

**(A) Supervision of Animals**

Any situation where Equity Stage Management personnel, in the absence of any other personnel appointed by the Theatre, is responsible for the care and feeding of any animal used in a production. This does not preclude the usual supervision required of Stage Management personnel when animals are involved in rehearsals and/or performances.

**(B) Laundry Duties**

Any situation where Equity Stage Management personnel, in the absence of wardrobe personnel, is responsible for the collecting, washing, drying, ironing and/or maintenance of any costumes worn by an Actor. The Artist and the Theatre shall negotiate fair additional compensation for this duty, taking into consideration the size of the cast and/or the number of wardrobe pieces and/or the maintenance required. In no event shall the compensation for this duty be less than the minimum fee stipulated in Clause 16:11 (A).

**(C) Wig Maintenance**

Any situation where Equity Stage Management personnel, in the absence of a hair stylist, is responsible for the setting, cleaning and general maintenance of any wig or hair piece worn by an Actor.

**(D) Props Repair and Purchasing**

Any situation where Equity Stage Management personnel, in the absence of a technician or props department, is responsible for the repair and purchase of properties.

**(E) Running Props/Purchase and Preparation**

Any situation where Equity Stage Management personnel, in the absence of a technician or props department, is responsible for the purchase and/or preparation of food and beverage items for a production which require extraordinary preparation time.

**(F) Operating and/or Maintaining Pyrotechnics and Practical Guns**

Provided that the Artist is appropriately trained and legally certified to operate and/or maintain pyrotechnics (pursuant to the Explosives Act), and firearms and replicas (pursuant to the Firearms Act), the Artist may be engaged to accept such responsibility, subject to the provisions of Clauses 28:06(A) and 28:21.

**(G) Other Stage Management Staff**

Any situation in which a Stage Manager is required to supervise and schedule Stage Management staff other than the staff of the production the Stage Manager was originally hired to stage manage.

**(H) Typing Scripts**

Any situation where Equity Stage Management personnel is responsible for the typing of a full script or a major section of a script on a daily basis.

**(I) General Office Duties**

Stage Management personnel may not be required to perform general office duties unrelated to the production(s) for which they has been contracted, except:

- (i) where unexpected assistance in these duties is needed, and the Stage Manager agrees that time so given would not compromise their ability to complete their primary duties; or
- (ii) in the case of Stage Management personnel hired for a season, where the period of their contract includes a span of days during which the Stage Manager is free of obligations (rehearsal, performance or preparation) to a production, in which case the Stage Manager may agree to perform general office duties during that free span.

### **63:15 Additional Duties**

#### **(A) Lights and Sound**

Where the Theatre requires Stage Management personnel to operate lighting and/or sound boards, it shall be considered an additional duty and shall be contracted separately in writing and included in a rider to the contract. The Theatre shall advise the Artist of the anticipated complexity of the technical aspects of the production, and the Artist and the Theatre shall negotiate fair additional compensation for this duty, which shall not be less than the minimum fee stipulated in Clause 16:11(A). Stage Management may not be required to do sound or lighting duties unrelated to board operation, such as lamp checks, focus adjustments, creating cue sheets, etc., unless separately negotiated.

Notwithstanding the provisions of Clause 40:03, should the Theatre, with the consent of the Artist, relieve the Artist of this duty for the balance of the engagement by hiring a technician to operate the lighting and/or sound board instead, the Artist's Contractual Fee may be reduced accordingly.

#### **(B) Additional Productions**

An Artist may not be required to provide services for the Theatre on a production which is not specified on the Artist's ITA Engagement Contract unless they negotiate satisfactory additional compensation for same which shall not be less than the minimum fee stipulated in Clause 16:11(A) in the current ITA Fee Booklet. Such additional duties and compensation shall be specified in a rider and attached to their contract and shall constitute part of the Artist's Contractual Fee subject to Clause 3:03.

#### **(C) Administrative Duties**

If in the absence of a representative of the Theatre Stage Management personnel are asked to assume those duties normally assigned to Theatre staff, it shall be considered an added duty and shall be included in a rider to the contract. These duties include but are not limited to any situation in which a Stage Manager, in the absence of a Theatre representative or publicist, is responsible for organizing major publicity events, arranging travel or housing whether in or out of town, collecting any fees owed to the Theatre, meeting and/or transportation of Artists and/or goods at arrival or departure points.

The Theatre and the Stage Manager shall agree to a maximum number of hours to be used to undertake these duties and the Theatre shall pay the Stage Manager not less than one-fortieth (1/40) of their Contractual Fee per hour or part thereof. In the event that additional hours are required the Stage Manager shall seek approval from the Theatre, except in the case of an emergency.

### **63:16 Production Meetings**

The Stage Manager is required to attend all scheduled production meetings which involve the discussion of elements of the production which directly affect the duties and responsibilities of Stage Management.

#### **(A) Production Meetings Prior to the Contract Start Date**

Where a Stage Manager attends a production meeting, as requested by the Theatre, prior to their start date, they will be compensated at a rate equal to one-fortieth (1/40) of their Contractual Fee per hour for a minimum of two-and-a-half (2 1/2) hours, plus the daily insurance rate.

#### **(B) Production Meetings Within Contractual Dates**

##### **(i) Outside Rehearsal/Preparation Time**

Production meetings requiring the attendance of Stage Management personnel outside the regular rehearsal hours and/or preparation time limits may not exceed three (3) one (1) hour sessions within an Engagement Week.

Meetings in excess of these limits will require the payment of overtime where the Theatre requires the Stage Management personnel to remain. Such overtime must have the prior authorization from the Theatre's designated representative.

(ii) **After an On-Stage Rehearsal**

Any meetings held at the conclusion of an on-stage rehearsal which involve the discussion of elements of the production which directly affect the duties and responsibilities of the Stage Manager shall be designated a production meeting. Such meetings must commence no later than fifteen (15) minutes after the release of the Actors.

(iii) **Overtime**

No production meetings requiring the attendance of Stage Management personnel are permitted outside the rehearsal hours and preparation time limits on extended rehearsal days without the payment of overtime.

Additionally, when the Theatre requires the Stage Management personnel to attend production meetings which infringe on statutory holidays, holidays, Overnight Rest, Meal Breaks, and Free Days where appropriate, the appropriate overtime or penalty payments shall apply.

**63:17 Stage Management Work Day**

**(A) Stage Management Working Day**

A Stage Management working day begins with the first stage management activity of the day and ends with the completion of the final Stage Management activity of the day. The activity may be preparation, cueing, an Actor's call, a meeting or any other Stage Management call.

The Stage Management working day comprises the allowable rehearsal hours and/or performance hours plus preparation allowances per Clause 63:17(B)

The above limits are increased by the time of production meetings, as provided for by Clause 63:16.

**(B) Preparation Time**

The nature of Stage Management duties and responsibilities involves additional preparation time before and after each rehearsal and/or performance. It is also recognized that Stage Management personnel will have varied degrees of experience and personal approaches to their work. Therefore, the length of time required for preparation will also vary. However, it is the intention of this Clause to allow what is considered to be a reasonable time period to accomplish the preparation work, and is not the intention to allow for overtime payments that may occur as a result of the particular style of the Stage Management personnel. It is expected that at all times preparation time is to be used in the most efficient manner possible so that overtime is minimized.

Preparation time is separate from the Half-Hour Call and any allowable rehearsal hours. Preparation time is not transferable to another day.

Preparation time may be used, in part or in whole, before and/or after each rehearsal and/or performance, and should be allocated at the discretion of the Stage Manager, after consultation with the Theatre's designated representative. The maximum allowable preparation time for each member of the Stage Management staff is as follows:

Regular or extended rehearsal day: 1-1/2 hours

One-performance day: 2-1/2 hours

Rehearsal/performance day: 2 hours

Two-performance day: 2-1/2 hours

The following are examples of how Stage Managers might structure their preparation time. These examples are not prescriptive and in each case Stage Managers shall not exceed the maximum Preparation Time allowances stated above. The following are the maximum hours an Artist may be required to work, and may be used in whole or in part as required by the needs of a production:

**(i) Rehearsal Only Day**

Seven (7) out of eight-and-a-half (8-1/2) hours of rehearsal plus a maximum combined total of one-and-a-half (1-1/2) hours of pre- and post-rehearsal work.

**(ii) Extended Rehearsal Day**

Ten (10) out of twelve (12) hours or nine (9) out of eleven (11) hours of rehearsal plus a maximum combined total of one-and-a-half (1-1/2) hours of pre- and post-rehearsal work.

**(iii) Performance Only Day (One and Two-Show Days)**

- (a) Arrive up to one (1) hour before Half-Hour Call
- (b) Performance
- (c) Depart no later than thirty (30) minutes after curtain down
- (d) During previews, depart no later than one (1) hour after curtain down
- (e) On a two (2) show day there must be a minimum of a one (1) hour meal break between show calls

**(iv) Rehearsal then Performance Day**

- (a) Arrive up to one-half (1/2) hour before rehearsal
- (b) One (1) continuous rehearsal call of not more than five (5) hours
- (c) Meal Break of not less than one-and-a-half (1-1/2) hours (except as provided for in Clause 24:03(I)(ii))
- (d) Arrive up to one (1) hour before Half-Hour Call
- (e) Performance
- (f) Depart no later than thirty (30) minutes after curtain down
- (g) During previews, depart no later than one (1) hour after curtain down

**(v) Performance then Rehearsal Day**

- (a) Arrive up to one (1) hour before Half-Hour Call
- (b) Performance
- (c) Break no later than thirty (30) minutes after curtain down
- (d) Meal Break of not less than one-and-a-half (1-1/2) hours (except as provided for in Clause 24:03(I)(ii))
- (e) Arrive up to one-half (1/2) hour prior to rehearsal
- (f) One (1) continuous rehearsal call of not more than five (5) hours
- (g) Depart no later than one-half (1/2) hour after rehearsal.

Where Stage Management personnel and the Theatre agree that additional preparation time beyond these limits is necessary to effect the efficient running of the rehearsals/performances, then the preparation time may be extended by a negotiated rider to the contract. Any overtime incurred by extending the preparation time beyond the above limits, or any other limit previously agreed upon, must be approved by the Theatre's designated representative prior to being incurred.

**(C) Span of Working Day**

The Stage Management working day, inclusive of all breaks, should not exceed a span of: 2024-2025: thirteen (13) hours, 2025-2026: twelve and a half (12.5) hours, 2026-2027: twelve and a half (12.5) hours.

**63:18 Stage Management Overtime**

**(A) Approval**

Any overtime incurred by extending the preparation time beyond the limits set out in Clause 63:17(B) or any other limit previously agreed upon, and any overtime which would result from other Stage Management scheduling decisions, must be approved by the Theatre's designated representative.

If the Theatre's designated representative is not available for such approval, and the working of such overtime is paramount to safety, travel schedule or the efficient running of the production, such overtime may be approved at the discretion of the Stage Manager, in which case the Stage Manager shall inform the Theatre's designated representative of such overtime in a timely fashion.

Additional payments required by employment standards legislation for work which takes place during regular hours as provided for in the ITA shall be deemed approved by the Theatre. Nevertheless, the Stage Manager must receive the Theatre's prior approval for any increase to the preparation time provided for in Clause 63:17(B), including on a day where the Theatre has scheduled less than the maximum allowable rehearsal hours.

Except in the case of penalties such as meal infringement or overnight rest, overtime payment for work in excess of the daily maximums of the ITA and in excess of the weekly maximums of the ITA shall not be compounded unless specifically required in accordance with the legislation or where explicitly required in the ITA.

**(B) Reporting**

The Stage Management personnel shall submit weekly timesheets to the theatre no later than the Tuesday following the prior week's work, regardless of whether or not overtime has been incurred.

Whenever possible, all overtime claims shall be submitted to the Theatre for payment within one (1) week of such overtime having been incurred.

Once the overtime claim has been received by the Theatre, payment is due in the week following.

If the Theatre disputes and overtime claim, the Theatre shall be required to provide copies of timesheets to Equity upon request.

Overtime claims not disputed by the Theatre and in arrears of more than one (1) month are subject to a one (1%) percent late charge per month.

**(C) Regular Overtime Rates**

Except as specified elsewhere in this Agreement, the regular overtime rate shall be the amount required by the applicable employment standards legislation or the amount stipulated on line one (1) of Schedule "A" in the current ITA Fee Booklet, whichever is greater, per half-hour or part thereof. Except as otherwise specified elsewhere in the ITA, for Sector 2 productions, the regular overtime rate shall be the amount required by the applicable employment standards legislation or the amount stipulated on line ten (10) of Schedule "A" in the current ITA Fee Booklet, whichever is greater, per half-hour or part thereof.

Except for as provided for elsewhere in the ITA, all overtime must be approved in advance by the Theatre's designated representative.

**(D) Excess Rehearsal, Cueing, and Scene Changes**

Any Stage Management personnel required to attend rehearsals (see Clause 63:13(C)), and attending cueing sessions and scene change rehearsals as provided for in Clause 63:13(H), in excess of the hours permitted for the Actor, shall be paid at the appropriate overtime rate.

**(E) Excess of Span**

Overtime for work in excess of the stage management working day per Clause 63:17(A) is calculated at the rate(s) provided in 63:18(C). If the span of the day exceeds thirteen (13) hours in year one (1) and twelve-and-a-half (12-1/2) hours in years two and three of this Agreement, additional work will be compensated at the rate required by the applicable employment standards legislation or not less than the rate as specified in the current ITA Fee Booklet, whichever is greater, per half-hour or part thereof.

Payments provided for meal (Clause 63:18(G)) and rest (Clause 63:18(F)) infringements are, if applicable, in addition to payments contained in Clause 63:18(C) and this Clause 63:18(E).

**(F) Overnight Rest**

All Equity Stage Management personnel must have an eleven (11) hour rest period in year one and an eleven-and-a-half (11-1/2) hour rest period in years two and three of this Agreement within each twenty-four (24) hour period. For any invasion of the rest period, the Theatre shall pay the Artist the rate as specified in the current ITA Fee Booklet (Line 3 of Schedule 'A') for each additional hour or any part thereof.

Except as otherwise specified elsewhere in the ITA, for any invasion of the overnight rest period in a Sector 2 production, the Theatre shall pay the Artist the rate as specified in the current ITA Fee Booklet (Line 13 of Schedule 'A') for each additional hour or any part thereof.

**(G) Meal Break**

All Equity Stage Management personnel must receive a one (1) hour meal break after a maximum of five (5) hours of rehearsal including prep. Stage Management personnel shall be consulted before any duties or meetings are scheduled during their meal break. In the event that Stage Management personnel agree to perform duties and/or attend meetings on the meal break, they shall be compensated for each half-hour of invasion at the rate specified in Line 2 of Schedule 'A' of the current ITA Fee Booklet.

When in the case of an Emergency, the Stage Manager is required to undertake duties during the meal break as provided for above, the Theatre may require the Production Stage Manager or Stage Manager to adjust the schedule for Stage Management staff to avoid overtime penalties. The Theatre shall consult with the Production Stage Manager or Stage Manager to ensure that such adjustments do not adversely affect the rehearsal. Stage Management overtime must be approved by the Theatre's designated representative in advance.

**63:19 Free Day**

All Equity Stage Management personnel must receive the same number of Free Days in each Engagement Week as the Actors. Should any of the Equity Stage Management personnel be called on a Free Day, they are to be paid the same hourly overtime rate as the Actors, or one-seventh (1/7) of their Contractual Fee, whichever is 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.

**63:20 Touring**

When Stage Management personnel is required to tour with a production, unless otherwise agreed to in a rider to their contract, it is the responsibility of Stage Management personnel to supervise load-ins, set-ups, strikes and load-outs. The Theatre will use its best efforts to limit the scheduling of consecutive days that approach or exceed the thirteen (13) hour span.

**(A) Preparation Time**

Preparation time on tour shall be the same as detailed in Clause 63:17(B).

**(B) Travel and Performance on the Same Day**

On a day when Stage Management personnel are required to travel and do a performance, the maximum number of hours allowed for travel and set-up combined shall be as follows:

(i) one-performance day: eight (8) hours; or

(ii) two-performance day: three (3) hours

Set-up time shall include one-half (1/2) hour of the allowable preparation time.

**(C) Meal Break Before Evening Call**

Each day must include at least one-and-a-half (1-1/2) hours for an evening meal break prior to an evening work call. Applicable overtime penalties shall apply if the meal break is invaded.

**(D) Strike and Load-Out Following a Performance**

When Stage Management personnel are responsible for a strike and load-out following a performance, such time shall not include any preparation time scheduled to follow the performance. Should this involve infringement of the thirteen (13) hour span or the overnight rest period, applicable overtime shall apply.

**(E) Overnight Rest**

While on tour, the overnight rest period shall be a minimum of eleven (11) hours.

**63:21 Vehicle Use**

If Stage Management personnel are required to use their own vehicles to transport goods or people for the Theatre, they will be compensated for mileage in accordance with Clause 30:02(C). Stage Management personnel must obtain permission from the Theatre's designated representative before using their own vehicles for such purposes.

**63:22 Replacement of Crew Members**

Whenever possible, when a non-union crew member is replaced in a non-emergency situation, they shall attend at least one (1) performance prior to assuming the responsibilities required for the production. The Stage Manager must be informed at least one (1) hour prior to curtain of any emergency crew changes.

Notwithstanding any of the above, if crew replacements occur without the above conditions having been fulfilled, the Stage Manager shall have the right to delay the start of the performance until such time as they are confident that the replacement crew member, if responsible for aspects of the production that could affect the safety of the Artists, is properly prepared to fulfil their responsibilities. In such cases, the Stage Manager shall consult with the Theatre's designated representative should any delay to the start of the performance be necessary.

**63:23 Emergency Replacement**

If a Stage Manager or Assistant Stage Manager is absented due to illness, injury, or some other emergency not related to the Theatre, an Artist not under ITA Engagement Contract to the Theatre may be contracted to replace them, and shall be paid not less than two-sixths (2/6) of the applicable minimum fee for an onstage rehearsal in the venue, a rehearsal followed by a performance, or the first performance they are required to cover. Any subsequent performance(s) covered by the replacement Stage Manager or Assistant Stage Manager will be compensated at one-sixth (1/6) of the applicable minimum fee. Should the replacement Artist be required to cover a standard Rehearsal only, they shall be contracted and paid not less than one-quarter (1/4) of the applicable minimum fee per day.

Notwithstanding the Preamble to Clause 63:01, provided the Theatre has first made at least two (2) attempts to engage Equity member Stage Managers, in the case of an emergency as described above and upon consultation with the available Stage Management personnel, the Liaison and Equity, the Theatre may engage a non-member with the ability to safely run a performance. A non-member emergency replacement may be engaged for no more than four (4) consecutive performances. However, during the final week of performances, a non-member emergency replacement may be engaged for a maximum of eight (8) consecutive performances.

Alternatively, the replacement Stage Manager or Assistant Stage Manager may be contracted on a standard ITA Engagement Contract - choice to be made by the Theatre.

### **63:24 Stage Management Understudy Assignment**

Notwithstanding the provisions of Clauses 58:28, 63:06, and 63:23, and for the purposes of performances only, an Artist may be engaged at the time of contracting to understudy up to two (2) other stage management assignments. Should an Artist agree to accept a stage management understudy assignment not stipulated in the original ITA Engagement Contract, it shall be considered an additional duty for which the Artist shall negotiate satisfactory additional compensation which shall not be less than the rate stipulated in Clause 16:11(A).

The Theatre shall provide sufficient rehearsal for the Artist to learn the stage management understudy assignment(s), which shall culminate in the understudy Artist shadowing the Stage Manager or Assistant Stage Manager for at least one (1) performance or one (1) complete dress run through rehearsal on stage, during which the understudy Artist shall not be required to perform their usual duties.

When the Artist is required to perform their understudy assignment, the Artist shall be relieved of their regular duties. For each such performance, the Artist shall be paid an additional one-eighth (1/8) of their weekly Contractual Fee, or one-eighth (1/8) of the minimum fee applicable to the understudy assignment, whichever is greater.

### **63:25 Stage Management Email Addresses and Use of Personal Computers and Phones**

#### **(A) Email**

Upon request of the Stage Manager, the Theatre shall provide stage management staff with an email account to use for the duration of an engagement.

#### **(B) Computer Access**

In order to complete stage management duties throughout the engagement period, all Stage Managers and Assistant Stage Managers must be offered access to an appropriate working computer or laptop and updated software suitable for the requirements of the job, including those occasions when video conferencing is necessary. In the case where a desktop computer is offered, it must be in an accessible location.

Should the Theatre be unable to offer the above, the Theatre may, at the Artist's discretion, ask the Stage Manager and/or Assistant Stage Manager to use their personal computer or laptop at a fee of twenty-five dollars (\$25.00) per week. The terms shall be included in a rider to the Artist's ITA Engagement Contract.

#### **(C) Cell Phone**

The nature of any anticipated costs to the Artist for cell phone usage while on tour or while working in locations without free Wi-Fi shall be negotiated and agreed upon prior to the signing of the Artist's ITA Engagement Contract.

It is the spirit of this Clause that the Artist will not be out of pocket for cellular expenses over and above their regular monthly bill as a result of completing their stage management duties.

#### **(D) Payment**

Payment for the personal use of a computer or cell phone data usage will be made upon receipt of an invoice from the Artist. In the case of cell phone data usage sufficient paperwork outlining the usage will also be supplied by the Artist to the Theatre with the invoice.

### **63:26 Stage Management in Wardrobe**

Where Stage Management personnel or Apprentice Stage Managers are required to be costumed for a production, they shall be paid a fee of not less than that outlined in Clause 16:11(A) Additional Duties.

All wardrobe pieces shall be maintained as per Clause 27:05.

### **63:27 Personal Leave for Stage Managers**

Provided that the number of Artists engaged as Production Stage Manager (if applicable), Stage Manager and Assistant Stage Manager is not reduced, the Theatre may engage an Artist for less than a two (2) week minimum period to cover a planned personal leave on the following conditions:

- (A) The training period for a Stage Manager or Assistant Stage Manager covering for a personal leave under this Clause 63:27 shall be determined by the Theatre and the Production Stage Manager or Stage Manager, as applicable. An Artist engaged under this Clause 63:27 shall have at least one (1) rehearsal or performance as a training period.
- (B) A replacement Artist may be engaged for rehearsal and/or performance.
- (C) After the agreed upon training period, the replacement Artist shall be paid not less than 1/6th of the applicable minimum weekly fee for rehearsal days, and 1/8th of the applicable minimum weekly fee for each performance worked. For purposes of clarification, shadowing a performance during the training period shall be paid as a rehearsal.
- (D) A reduction, if any, in the compensation for an Artist taking a personal leave under this Clause 63:27 shall be negotiated at the time the personal leave is requested.
- (E) A replacement Artist who has already been engaged in a production under this Clause 63:27 may, in consultation with the Production Stage Manager, Stage Manager and/or the individual taking leave under this provision, be engaged on a daily basis for the same role, without the need for additional training.
- (F) The Theatre shall top up the Artist's insurance premium for any days not worked in an Engagement Week in accordance with 16:10(D) of the Agreement.
- (G) Any absences taken under this Clause 63:27 shall be at Theatre's sole approval, which shall not be unreasonably withheld. The Theatre shall respond to an Artist's request under this Clause 63:27 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 ITA 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 one (1) week prior to the desired leave;
  - (ii) Leave is granted at the sole discretion of the Theatre, such permission not to be unreasonably withheld;
  - (iii) Leaves do not accumulate or hold monetary value at the end of an ITA Engagement Contract;
  - (iv) Leaves may be canceled without notice only in the event of an emergency which, at the discretion of the Theatre, severely compromises the ability to safely run a performance, or which may cause the performance to be canceled;
  - (v) Leaves do not release the Artist from their obligations under the ITA Engagement Contract, including obtaining permissions for travel, or permissions for concurrent engagements, or any other duties or obligations of the Artist.
  - (vi) Leaves will not be requested during the period between December 24 and January 1.

## **64:00 INTIMACY DIRECTORS**

On occasion, a production may contain scenes and/or moments with Intimacy that the Theatre may determine require special expertise to ensure the comfort, well-being and safety of the Artists involved. When this expertise is required, an Intimacy Director shall be contracted according to this Article 64:00.

The term Intimacy Director used in this Agreement refers to an Artist who specializes in choreographing or staging scenes and moments of Intimacy. Due to the evolving provisions around the practice of staging Intimacy, guidelines for the engagement of Intimacy Directors will be evaluated as the standard continues to mature and the number of individuals who meet those standards keeps pace with the growing demand.

### **Exclusions**

When engaging a member of Equity as an Intimacy Director, the following conditions do not apply:

5:06	Exclusive Service of the Artist
8:06	Auditions
16:11(A)	Additional Duties
16:13	Actor Point of Origin Minimum Fees
16:16	Additional Services Fees
16:17	Overnight Rest Period Infringement
25:00	Costume Fittings
26:00	Performances
27:00	Clothes and Makeup
31:00	Nudity and Acts of Intimacy in Production
34:01	Continuous Engagement
34:02	Engagement Contracts - Minimum Period
35:09	Roles Unassigned at Time of Contracting
38:00	Termination
39:00	Understudies
40:00	Changes in Cast and Replacement of Actors
41:00	Part Cut Out
45:00	Visual or Sound Recordings (Use in Production)
46:07	Recording after Production Closed/Artist Leaves Production
48:00	Artist's Leave
49:00	Touring
60:00	Directors (except as specified in Clause 61:09)
62:00	Choreographers
63:00	Stage Management

### **64:01 Requirement for an Intimacy Director**

The Theatre will determine if staging requires an Intimacy Director. If, following consultation with the Theatre, an Artist in a production wishes to have an Intimacy Director made available to them, their request shall not be unreasonably denied.

#### **(A) Intimacy**

Intimacy may include, but is not limited to: prolonged kissing, heavy petting, implied genital contact, acts of a sexual nature, physical contact between a minor and an adult as determined in consultation with the parent/legal guardian, instances or direction where an Actor feels that additional consideration is required.

#### **(B) Violent Intimacy**

It is strongly recommended that an Intimacy Director and a Fight Director are engaged for scenes of violent intimacy, whether the scene depicts these acts to be consensual or not.

**64:02 Pre-production Meeting**

The Theatre will make reasonable efforts to include the Intimacy Director in pre-production meeting(s) which the Intimacy Director will make reasonable efforts to attend; alternatively, the Theatre may consult with the Intimacy Director about the expected requirements of the production(s).

**64:03 Intimacy Director Minimum Fees**

The minimum fees for Intimacy Directors shall be as specified in the current ITA Fee Booklet.

**(A) Payment Schedule**

The Contractual Fee shall be payable as agreed between the Intimacy Director and the Theatre and will be set out in the ITA Engagement Contract. In the case of a per production contract, the Intimacy Director's contract shall be completed at the end of the day of the official opening, or the final understudy rehearsal if that is later. Notwithstanding the above, no additional contract or fee is required for consultation as set out in Clause 64:07 below.

**(B) Hourly**

The Artist may only be engaged on an hourly basis for any scene or moment of Intimacy which can be appropriately set and rehearsed in no more than two (2) calls. An Artist can then be called on an hourly basis to review and correct for up to two (2) additional calls.

**64:04 Engagement Contract**

Where an Artist is engaged on a weekly, daily or an hourly basis, the ITA Engagement Contract shall specify the intimate act(s) to be set as well as the anticipated amount of rehearsal time allocated to each intimate act.

**(A) Multiple Productions**

An Intimacy Director may be engaged for more than one (1) production on a single ITA Engagement Contract. Each production and its anticipated schedule will be listed on the contract or rider attached thereto.

**(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 ITA Engagement Contract. Hours need not be consecutive, nor is any minimum number of hours required.

**(C) Concurrent Engagement**

Any Artist who is an Intimacy Director and is currently under engagement to the Theatre may be offered either a concurrent ITA Engagement Contract or a rider, the terms and conditions of which are no less favourable than those set out in this Article.

**(D) Contractual Fee**

The negotiated Contractual Fee for the engagement shall be specified on the ITA Engagement Contract, and may not be subsequently reduced.

**64:05 Travel**

The Theatre shall provide round-trip transportation in accordance with Article 30:00. For non-continuous engagements, the Theatre and the Intimacy Director will negotiate appropriate additional travel arrangements.

**64:06 Understudy and Replacement Rehearsal**

The first time Understudies and replacement Actors rehearse scenes or moments of Intimacy, these rehearsals shall be under the supervision of the Intimacy Director. Where the Theatre deems appropriate, the Intimacy Captain or a designate of the Intimacy Director approved by the Theatre may supervise subsequent rehearsals.

#### **64:07 Intimacy Direction Altered Without Consultation**

After the completion of the rehearsals, the work of the Intimacy Director shall not be altered by the Theatre or any of the Theatre's representatives without prior consultation unless:

- (i) Required by emergency; or
- (ii) The physical conditions of the theatre necessitate change and/or deletions. If there is a need for changes or deletions to the original intimacy direction, the Theatre will make every reasonable effort to contact and consult with the Intimacy Director. Where the Intimacy Director does not agree with the changes made, they shall have the option of having their name removed from programs and publicity materials produced subsequent to the notice to remove their name.
- (iii) If the Intimacy Director's work is altered and they have not been consulted, the Theatre shall pay the Artist four (4%) percent of their original Contractual Fee for each week or part thereof of the breach.

#### **64:08 Director Clauses**

The following Clauses of Article 60:00 Directors shall apply to the engagement of an Intimacy Director:

Clause 60:07 Custom of the Trade

Clause 60:10 Termination

##### **(A) Director's Royalty**

If the Artist is engaged on a per production basis, the provisions of Clause 60:06 (Director's Royalty) shall also apply to that engagement.

##### **(B) Recorded Productions - Minimum Fees**

For visual recordings or broadcast of a production which include a scene or moment of intimacy or part thereof, the provisions of Clause 46:02 shall apply. This provision does not apply to radio broadcasts or audio recordings.

#### **64:09 Intimacy Captain**

##### **(A) Requirement**

In consultation with the Intimacy Director, the Theatre shall engage an Intimacy Captain unless it is mutually agreed by the Intimacy Director, the Director and the Actor(s) involved in the intimacy that an Intimacy Captain is not required.

If, in accordance with Article 31:00 and Article 64:00, the Theatre engages an Intimacy Director, and if that person is not engaged for the duration of the production, the Theatre, in consultation with the Intimacy Director and the Actor(s) involved, shall assign an "Intimacy Captain" to monitor the Scenes and/or moments of intimacy for the duration of the production. The Intimacy Captain shall monitor the stage Intimacy for the run of the production. The Intimacy Captain will be remunerated at the additional duty rates as stipulated in the current ITA Fee Booklet under terms no less favourable than those of Clause 61:10, Fight Captain.

##### **(B) Responsibilities**

An Intimacy Captain may be made responsible for the following services and duties: observe all intimacy rehearsals, consult with the Intimacy Director on all aspects of the intimacy scenes, conduct and monitor all run-throughs of the intimacy scene(s) or moment(s) prior to performance, make adjustments relevant to the intimacy scene(s) while on tour or in emergencies, call intimacy rehearsals as necessary in consultation with the Stage Manager.

#### **65:00 PARAGRAPH HEADINGS**

The paragraph headings used herein are inserted for convenience only and are not part of the ITA.

#### **66:00 TERM OF AGREEMENT**

The ITA becomes effective on June 24, 2024 and expires after 11:59 p.m. on June 20, 2027.

## **SCHEDULE "A"**

The Rates for 2024-2027 shall be as specified in the current ITA Fee Booklet.

### **APPENDIX I INTENT OF CLAUSE 11:02 RE: DIRECTOR OR CHOREOGRAPHER'S CONTRACTUAL FEE**

Letter of Understanding that, with the removal of the modifier "weekly", it is not the intent of Clause 11:02 to deduct one-sixth (1/6) of a Director or Choreographer's Contractual Fee under the provisions of this (Article).

### **APPENDIX II SIDE LETTER RE: THE APPLICATION OF CLAUSE 63:08**

The Artist's engagement history with the Theatre prior to 2015 shall be included in the qualification criteria enumerated in Clause 63:08(A). However, where such history would make the Artist immediately eligible for a higher level of benefits under the Theatre's policy which would otherwise take more than one (1) year to attain, the Artist shall receive the first level of additional benefits in excess of the provisions of the ITA in the first year of the ITA, the next level of additional benefits in the second year of the ITA, and so on, until the applicable level of benefits is achieved based upon the number of seasons that the Artist has worked for the Theatre overall.

### **APPENDIX III OMITTED**

### **APPENDIX IV SIDE LETTER RE: PERFORMING ARTS LODGE BENEFIT PERFORMANCE**

Theatres recognize the value and importance to our communities of the Performing Arts Lodges of Canada (PAL) and its regional chapters. Each Theatre will endeavour to provide financial support to their local or regional chapter.

A Theatre may elect to provide support to PAL by means of a scheduled benefit performance or audience collection. A benefit performance is a regularly scheduled performance, or one in addition to the regular schedule of performances, for which the proceeds are donated to PAL. A Theatre may, with a minimum of two (2) weeks' notice to the Artists and Equity and, schedule an extra performance, that is to say a ninth performance in a regular Engagement Week, or a performance on a normal Free Day, as a benefit performance for PAL. In such performances, Artists will take part without additional remuneration.

Alternatively, a Theatre may schedule a benefit activity for PAL in accordance with Equity's Guidelines for Benefits and Fundraisers except that Equity's permission will not be required prior to the scheduling of the benefit. In such cases the Theatre shall notify the Artists and Equity no later than two weeks prior to the activity taking place. For any benefit activity that requires variances to the Guidelines for Benefits and Fundraisers, other than requesting permission, the Theatre shall give Equity at least thirty (30) days notice to consider the variance. Until such time that the variance has been granted by Equity the standard provisions of Equity's Guidelines for Benefits and Fundraisers shall prevail.

### **APPENDIX V SIDE LETTER RE: INFORMATION PROVIDED TO NON-EQUITY ARTIST BY THE THEATRE**

In the interest of full disclosure of information pertaining to membership options available to a non-Equity Artist engaged under an ITA Engagement Contract the Theatre shall provide to each non-Equity Artist an information sheet that has been supplied to by Equity.

## **APPENDIX VI OMITTED**

## **APPENDIX VII PAST PRACTICE ACTIVITIES**

Notwithstanding the provisions of Article 22:00, Equity acknowledges that certain Theatres' historical practices are reliant on terms and conditions available in prior ITA agreements..

The nature of the activities fall under several categories of non-member engagement. The common element among all such past practice activities is that the use of non-members has been the Theatre's historical practice on a regular basis prior to the expiration of the 2009-2012ITA.

A Community Member is defined as a non-professional who is a bona fide member of the community and who does not intend to make a career in professional theatre.

These activities shall consist of the following categories:

- (i) The historical practice of including Community Members, as defined herein, where the Theatre's mandate, artistic practice, community outreach and/or audience development require community members' engagement in the production;
- (ii) The historical practice of engaging non-members to allow an annual production that the Theatre would otherwise be unable to mount, or mount on an appropriately substantial scale, for financial reasons.

Theatres conducting activities under the categories above can avail themselves of the following non-member quota provisions:

The number of Community Members and/or non-members combined shall not exceed the following percentages of the total number of Actors in a production:

Company Category A (including A+), B, C, D: 25%

Company Category E, F, G: 33%

All other Actors in the production, who are not Community Members, must be signed to ITA Engagement Contracts and all will be compensated at not less than the applicable Point of Origin Minimum Fees.

Theatres having historically conducted activities meeting any of the foregoing criteria will apply to Equity for inclusion in the past practice program outlined herein. Once approved these activities shall not require annual approval unless any material aspect of the activity, or the Theatre's mandate, changes.

For specific examples of such historical practices please contact Equity.

## **APPENDIX VIII SIDE LETTER RE: TOURING - SECTOR 2 PRODUCTIONS**

The Parties agree to negotiate touring conditions that encourage the free flow of Canadian tours into the US, including the consideration of minimum terms and conditions for Canadian companies touring into the US.

**APPENDIX IX DECLARATION OF PARENT OR LEGAL GUARDIAN IN THE ENGAGEMENT OF CHILD PERFORMERS**

Please read this form carefully, as well as Article 59:00 of the ITA which describes the minimum terms and conditions for the engagement of Child Performers. The ITA is available on the Equity’s website (www.caea.com) and at the Equity office and will be provided to you upon request. In addition, if you have any questions they should be directed to Equity.

- (A) If your child is offered a role in a production, you, as the parent or legal guardian, are required to complete and sign this form and return it to the Theatre prior to your child commencing rehearsal.
- (B) You have the ultimate responsibility for the health, education, and welfare of your child in making decisions concerning your child with respect to their engagement. We encourage you to be well informed and ask questions if you are unsure or unclear about anything to do with your child’s engagement. You should be aware of the basic working conditions as expressed in the ITA and specifically those in Article 59:00.
- (C) First, you must be familiar with the requirements of the role that your child is being considered for this usually means reading the script. It may help you to speak to the Director or other representative of the Theatre in order to get a clear picture of what the role entails.
- (D) Having familiarized yourself with the requirements of the role, you are required to disclose hereunder any medical history or condition or any attitudinal or psychological condition you are aware of that might foreseeably interfere with or affect your child’s ability to do what may be required.
- (E) If you cannot attend, you shall appoint a chaperone for your child. This chaperone must be over the age of eighteen (18). It is strongly recommended that this person have your confidence to act in your child’s best interests. The appointment shall be in the form of Appendix X and must be completed in triplicate, one (1) copy to be delivered to the Theatre, one (1) to Equity, and one (1) for you to keep.
- (F) As you may not be available at all times, please fill out and return the Emergency Medical Authorization form attached, allowing the Theatre and/or your chaperone to obtain emergency treatment when you cannot be contacted at once.
- (G) You are also responsible for ensuring that your child’s education is taken care of when your child is working. If your child is required to work during regular school days and this interferes with your child’s education, you should consult the school principal or your child’s teacher and ask them what tutoring the child may need. The Theatre will make allowances within the schedule for the tutoring plan proposed by the principal or teacher, but it is up to you to make sure this is taken care of.

Your signature on this form indicates that you have read and understood this Appendix. Please sign and date this form and deliver it to the Theatre as soon as possible.

**Dated** \_\_\_\_\_

**Parent or legal guardian (print name)** \_\_\_\_\_

**Parent or legal guardian’s signature** \_\_\_\_\_

**Minor’s name** \_\_\_\_\_

**Witness print name** \_\_\_\_\_

**Witness address** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX X APPOINTMENT AND CONSENT OF CHAPERONE**

**Appointment of Chaperone**

To \_\_\_\_\_  
(name of Theatre)

Re \_\_\_\_\_  
(name of Production)

- (A) I, \_\_\_\_\_ (name of parent/legal guardian), am the parent or legal guardian of (name of Child Performer), who is under the age of sixteen (16).
- (B) I hereby appoint (name of Chaperone) to be the Chaperone of the above noted Child Performer, my child.
- (C) I agree to advise you if I will accompany my child instead of the Chaperone at any time during the Production.
- (D) I warrant that the Chaperone I have appointed has my full authority and confidence to supervise and care for the above noted Child Performer during this production.

Dated \_\_\_\_\_

Parent or legal guardian's print name \_\_\_\_\_

Parent or legal guardian's signature \_\_\_\_\_

Parent or legal guardian's telephone number \_\_\_\_\_

**Consent of Chaperone**

I, \_\_\_\_\_ (name of Chaperone), have read and familiarized myself with Article 59:00 of the ITA and the script with respect to the role to be played by (name of Child Performer).

I understand that my responsibility is to ensure that the best interests of the Child Performer in my care prevail at all times, and I consent to assume this responsibility. I warrant that I am at least eighteen (18) years of age.

Dated \_\_\_\_\_

Chaperone's signature print name \_\_\_\_\_

Chaperone's signature \_\_\_\_\_

Chaperone's telephone number \_\_\_\_\_

Witness print name \_\_\_\_\_

Witness address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX XI EMERGENCY MEDICAL AUTHORIZATION FORM**

**Emergency Medical Authorization**

To \_\_\_\_\_  
(name of Theatre)

Re \_\_\_\_\_  
(name of Production)

I, \_\_\_\_\_, am the parent or legal guardian of a Child Performer, who is a Child Performer engaged under the terms of the ITA, and I hereby authorize the Theatre or its designate to arrange for provision of medical treatment for my child in the event of an emergency. This authorization will be used only when I or another parent or legal guardian of the Child Performer is unavailable to provide the consent.

Dated \_\_\_\_\_

Parent or legal guardian's print name \_\_\_\_\_

Parent or legal guardian's signature \_\_\_\_\_

Parent or legal guardian's telephone number \_\_\_\_\_

Witness print name \_\_\_\_\_

Witness address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX XII OMITTED**

**APPENDIX XIII EDUCATIONAL RECORDINGS**

For recording of full productions for use in the educational sector, Artists will be signed to the applicable ACTRA contract under the IPA at a rate of fifty (50%) percent of the appropriate Net fee for recording for livestreaming and/or fifty (50%) percent of the appropriate Net fee for recording of productions to be shared on Digital Media or Compact Devices. Such recordings will only be made available to educational institutions.

In addition, the Theatre will remit to the Artist a ten (10%) percent use fee of the total Net fee as a use fee for a four (4) week period of livestreaming. Digital Media and Compact Device use of the recording for educational institutions for five (5) years will require the remittance of an additional ten (10%) percent of total Net fee as a use fee to the Artist. Subsequent use after five (5) years will require an additional ten (10%) percent of the original Net fee to be paid to each Artist.

The Theatre shall remit to ACTRA the applicable Insurance, Retirement and Dues as outlined in the IPA.

**APPENDIX XIV OMITTED**

**APPENDIX XV OMITTED**

**APPENDIX XVI OMITTED**

# ITA

## 2024-2027

Canadian Actors'

**EQUITY**

Association

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