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# NATIONAL CAPITAL COMMISSION ..... AGREEMENT

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Begins September 1, 2005

Terminates August 31, 2008



13550(01)

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**1:00 PREAMBLE**

**1:01** The parties to this Agreement (hereinafter called "National Capital Commission Events Agreement") are as follows: The National Capital Commission, having its principal place of business in the National Capital Region as defined in the National Capital Act (hereinafter called the NCC); and Canadian Actors' Equity Association (hereinafter called Equity).

**1:02** Equity and the NCC agree to enter into negotiations for a scale agreement, in a timely fashion, at such time when the NCC contemplates the engagement of Artists for theatrical productions. (e.g. "CapitalQuiz")

**1:03** Paragraph headings and the indexes used herein are inserted for convenience only and are not a part of this Agreement and Rules.

**2:00 RECOGNITION**

**2:01 (A)** The NCC recognizes Equity as the exclusive bargaining agent for all Artists identified in the Certificate issued by the Canadian Association of Artists and Producers Professional Relations Tribunal to Equity, dated April 25, 1996, and includes:

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

**(B) Master of Ceremonies**

A professional Artist engaged as a Master of Ceremonies or Emcee falls within the scope of this Agreement pursuant to the CAPPRT decision No. 048.

**(C) Application of the Agreement**

The term "Artist" in this Agreement shall mean all the categories listed in Clauses 2:01 (A) and (B) above and an Artist shall be deemed professional according to the criteria outlined in Article 18 of the Status of the Artist Act.

**2:02** The NCC recognizes Equity as the exclusive representative of all the Artists enumerated above for the purpose of the administration and interpretation on their behalf of matters within the purview of this Agreement.

**2:03** This Agreement applies when the NCC is the Producer of a production or event, such as, but not limited to a celebration, festival or press conference and contracts directly with an individual Artist uniquely for the services of that Artist. The intent of this clause is that the NCC shall only engage Artists as listed in Clause 2:00 Recognition pursuant to an agreement negotiated with Equity.

**2:04** This Agreement does not apply to the following:

- (i)** The NCC as Presenter;
- (ii)** The contracting of Artist(s) or self-contained groups who perform as part of a pre-packaged *showperformance*;
- (iii)** To rentals and self-presents, even when no rent is charged;
- (iv)** The engagement of Amateur Artists.

**3:00 LAWS GOVERNING THIS AGREEMENT**

**3:01** The NCC is a federal entity abiding by Federal rules and legislation, including the Status of the Artist Act, Canada Labour Code and The Canadian Human Rights Act. This Agreement shall be subject to and construed by the laws of the Province of Ontario and federal laws as applicable.

**3:02** 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 Agreement shall not affect any other Clause or Agreement.

**4:00 MANAGEMENT RIGHTS**

**4:01** Subject to the provisions of this Agreement, the NCC shall have all of the normal management rights of an engager in the performing arts in Canada.

**5:00 SECURITY**

**5:01** Equity acknowledges and agrees that the NCC is precluded from providing letters of credit or other forms of security on its assets pursuant to Section 100 of the Financial Administration Act.

**6:00 HARASSMENT POLICY**

**6:01** Both parties agree that the Harassment Policy which applies to NCC employees will also apply to Artists covered by this Agreement in a like manner. This policy may be altered by the NCC from time to time.

**7:00 MEMBERSHIP**

**7:01 Performers, Directors, Choreographers, and Masters of Ceremonies**

Performers, Directors, Choreographers, and Masters of Ceremonies engaged in a production under the NCCEA who are Canadian citizens or residents of Canada, and who are not already members of Equity may choose to join Equity but are not required to do so. Regardless of membership, all Artists shall be engaged under the terms and conditions of this Agreement, and **the** NCC shall pay a permit fee of one hundred and eight dollars (\$108.00) for every non-member so engaged.

**7:02 Stage Managers and Assistant Stage Managers**

The NCC agrees that it will engage only existing Equity Stage Managers for all Stage Manager and Assistant Stage Manager positions. Equity will provide upon request a current and up-to-date list of Stage Managers who have informed Equity that they are available for work. However, the NCC shall not be obliged to engage a Stage Manager or Assistant Stage Manager whom the NCC judges to be incompatible with its needs. A person who is not already a member of Equity may be engaged as a Stage Manager or Assistant Stage Manager with the written permission of Equity, which will be given provided that the NCC has conducted a search for and considered existing Stage Manager members, and that this person becomes a member of Equity. Equity will not object to such a person entering into membership.

**7:03** Artists who are not members of Equity, but who are members of the Alliance of Canadian Cinema, Television and Radio Artists (hereinafter called "ACTRA"), Union des Artistes (hereinafter called "UdA") shall be engaged by becoming members of Equity in the manner articulated in the reciprocal agreements between ACTRA and Equity and UdA and Equity.

**7:04** As a condition of engagement, all Equity members shall be in good standing with Equity during the term of the engagement.

**8:00 REHEARSAL TERM AND ARRIVAL**

**8:01** The NCC will specify in the contract the first rehearsal date and time, opening date, performance venue and closing date.

**8:02 Production Checklist**

The NCC will act diligently and in good faith to supply Equity with a production checklist for each activity or production involving the engagement of Artists or Master(s) of Ceremonies and/or Emcee(s) in a timely manner at least four (4) weeks prior to the first date of engagement for the production. The production checklist will include:

- (a) the name of the activity or production; and

- (b) the full names of all Artists and all Master(s) of Ceremonies and/or Emcee(s) contracted for the activity or production: and
- (c) for each individual,
  - (i) the dates of engagement; and
  - (ii) the negotiated contractual fee: and
  - (iii) a brief description of the roles or services to be provided.

Both parties agree to act diligently and in good faith to finalize and process the engagement contracts.

**8:03 Engagement Contract**

The NCC shall remit to Equity a copy of a fully executed engagement contract no later than the date of the beginning of the engagement.

**9:00 CONTINUOUS ENGAGEMENT**

**9:01** The engagement begins on the date rehearsals begin or the required date of arrival if earlier, and continues until terminated. All calculations of sums due or benefits accruing to the Artist shall be computed on the basis of consecutive rehearsals and continuous engagement. The minimum period of engagement shall be subject to the fee structure outlined in Article 10:00.

**10:00 MINIMUM FEES**

**10:01** Minimum fees for 2005-2006 as expressed herein shall apply from September 1, 2005 to August 31, 2006; for 2006-2007 from September 1, 2006 to August 31, 2007; and for 2007-2008 from September 1, 2007 to August 31, 2008.

**10:02** The minimum fees applicable for Artists engaged under this Agreement are as follows:

	<u>2005/06</u>	<u>2006/07</u>	<u>2007/08</u>
<b>Performer</b>			
1 week minimum (weekly)	\$658.00	\$675.00	\$692.00
1 day minimum (first day)	\$297.00	\$305.00	\$313.00
Daily minimum (2nd and subsequent days)	\$223.00	\$229.00	\$235.00
<b>Master of Ceremonies</b>			
1 week minimum (weekly)	\$658.00	\$675.00	\$692.00
1 day minimum (10/12)	\$409.00	\$420.00	\$431.00
Daily minimum (2 <sup>nd</sup> and subsequent days (10/12))	\$307.00	\$315.00	\$323.00
1 day minimum (first day)	\$297.00	\$305.00	\$313.00
Daily minimum (2nd and subsequent days)	\$223.00	\$229.00	\$235.00
<b>Stage Manager</b>			
2 week minimum (weekly)	\$793.00	\$813.00	\$834.00
1 week minimum (weekly)	\$877.00	\$899.00	\$922.00
1 day minimum (first day)	\$396.00	\$406.00	\$417.00
Daily minimum (2nd and subsequent days)	\$297.00	\$305.00	\$313.00
<b>Assistant Stage Manager</b>			
1 week minimum (weekly)	\$658.00	\$675.00	\$692.00
1 day minimum (first day)	\$297.00	\$305.00	\$313.00
Daily minimum (2nd and subsequent days)	\$223.00	\$229.00	\$235.00
<b>Director (total fee)</b>			
1 week minimum (no consultation)	\$1,383.00	\$1,418.00	\$1,454.00
1 week contract (with additional 60 hours consultation)	\$3,551.00	\$3,640.00	\$3,731.00
<b>Choreographer (total fee)</b>			
1 week contract (with additional 30 hours consultation)	\$1,776.00	\$1,821.00	\$1,867.00

Consultation refers to hours spent in meetings and conference calls with the NCC and/or third parties, as requested or approved by the NCC.

- 10:03** The engagement week is defined as a floating seven (7) day continuous period.
- 10:04** Any Artist engaged under this Agreement shall be free to negotiate remuneration above the minimum fees expressed herein.
- 10:05** An Artist engaged as a Director or Choreographer has a right to negotiate a royalty in addition to their fee.
- 10:06** In addition to the fees required by this Agreement, GST (where applicable) shall be paid to registered Artists.
- 10:07** Subject to Clause 10:08, the NCC shall pay all fees by NCC cheque. For engagements of one week or less, payments shall be made pursuant to the following instalments: 1/3 to the Artist upon signing of the contract; 1/3 to the Artist by the half hour call of the first performance, unless otherwise agreed upon; 1/3 to the Artist by the half hour call of the last performance, unless otherwise agreed upon.  
For engagements longer than one week, payment shall be made on a weekly basis by the first half-hour call of the day on Thursday.
- 10:08** The Director and Choreographer's fees will be paid in instalments as follows: 1/3 upon signing; 2/3 upon the half-hour call of the first performance.
- 10:09** At the written request of the Artist, included as a rider to the Artist's engagement contract, payments shall be made to the Artist's agent.
- 11:00 OVERTIME**
- 11:01** For any work done in excess of the weekly limits specified herein, or in excess of daily limits regardless of the total number of hours worked in that week, the Artist shall be compensated at the overtime rate of thirty-eight dollars (\$38.00) per hour for any hour or part thereof.  
Any overtime incurred by extending the Stage Manager preparation time beyond the limits set out in Article 33:00, and any overtime which would result from other Stage Management scheduling decisions, must be approved by the NCC's designated representative.
- 12:00 OVERNIGHT REST**
- 12:01** 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 NCC. The overnight rest period shall be twelve (12) hours for all Artists. The rate for invasion of the Overnight rest period shall be twenty dollars (\$20.00) for the first half-hour or part thereof and forty dollars (\$40.00) for each additional hour or any part thereof.
- 13:00 MEAL BREAKS**
- 13:01** Should the NCC require an Artist to invade a meal break, they shall be compensated at the regular overtime rate.
- 14:00 FREE DAY**
- 14:01** There will be one free day in each engagement week, during which the Artist shall not be required to provide any service. The free day shall be entirely free and the Artist is prohibited from performing any service whatever for the NCC.
- 15:00 ADDITIONAL BENEFITS**
- 15:01** The NCC shall pay the current premium of sixteen dollars (\$16.00) per engagement week or any part thereof (plus any applicable taxes) to Equity on behalf of each Artist to cover the costs of the Equity Accident Sickness Insurance Plan which will apply to all Artists according to the terms of the Plan. An engagement week shall be defined as being from Monday to Sunday inclusive.
- 15:02** The NCC shall deduct two per cent (2%) of the Artist's contractual fee for working dues, which must be remitted to Equity.
- 15:03** GST shall be paid to the registered Artist weekly. GST is payable on the contractual fee as well as the insurance premium.
- 15:04** The Engager shall contribute three per cent (3%) of the member's contractual fee, and deduct three per cent (3%) of said contractual fee from the Artist's fee at source, remitting a total of six per cent (6%) to Equity, which shall be credited to the member's Registered Retirement Savings Plan (RRSP).

**15:05** Invoices for deductions and benefits described in this Agreement will be payable within thirty (30) days of receipt of invoice from Equity. Payments which do not reach the Equity office within thirty (30) days of the date of receipt of the invoice will be assessed a two (2) per cent interest charge, compounded monthly.

#### **16:00 AUTHORIZATION**

**16:01** The Artist will authorize and direct the NCC to deduct any dues, initiation fees and periodic assessments from the Artist's fee and to remit same to Equity, for the term of the engagement contract and until such time as Equity has received the " Artist Release Statement" which clearly states that all contractual obligations have been met. Equity shall invoice the NCC for these amounts, which shall be payable within thirty (30) days of receipt of invoice.

#### **17:00 SIGNING POWERS**

**17:01** The contract must be signed by the proper signing officers of the corporation. After completing the contract, the NCC shall sign all four copies of the National Capital Commission Events Agreement Contract in ink, and then obtain the signature of the Artist or the Artist's authorized representative (see Clause 10:09) on the four copies. The Artist will retain one copy, send one copy to Equity, and return two copies to the NCC. The NCC shall immediately file one copy with Equity. No Artist may begin an engagement unless a National Capital Commission Events Agreement engagement contract has been completed and a copy filed with Equity.

#### **18:00 RIDERS**

**18:01** No rider to the engagement contract is valid if it purports to lessen, undermine, or reduce any of the basic minimum provisions of this Agreement. Equity reserves the right to reject riders which it determines have this effect and such rejected rider shall not be binding on any party to the engagement contract. Equity shall provide written notice of its interpretation of any rider to the NCC within four (4) weeks of receipt of the rider to the Artists engagement contract. Both parties agree to act diligently and in good faith to prepare and approve riders in a timely fashion.

Template riders in the form set out in Schedules A and B of this Agreement shall be part of every engagement contract unless otherwise agreed to by the NCC, Equity and the Artist.

#### **18:02 Extraordinary Risk Riders**

"Extraordinary Risks" include 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; work on a rake where the incline is greater than one (1) inch in twelve (12) inches.

**18:03** An Artist shall not be required to perform an Extraordinary Risk unless said Risk is stipulated in a rider to the contract.

**18:04** The determination as to what constitutes Extraordinary Risk shall be made by Equity in consultation with the NCC.

**18:05** The NCC accepts responsibility for the safety of the Artists in the execution of Extraordinary Risks of all matters within its reasonable control. The NCC has the right to engage qualified individuals for the purpose of instructing the Artists in the performance of Extraordinary Risks.

#### **19:00 SAFE AND SANITARY PLACES OF ENGAGEMENT**

**19:01** The NCC will provide the Artist with safe and sanitary places of engagement. Equity's representatives shall have the right to inspect its facilities to determine whether places of engagement are safe and sanitary.

**19:02** Separate dressing rooms for male and female Artists will be provided, upon the request of the Artist, and these rooms and the stage will be cleaned and properly heated.

**19:03** Whenever an Artist has reasonable cause to believe that there is a risk to his/her health and/or safety, the Artist shall immediately report said risk to the Site Logistics Coordinator. This person shall be identified to the Artist on the rider to the engagement contract. 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 Site Logistics Coordinator and the Stage Manager or Artist has determined that no such risk exists. Equity shall be informed within a reasonable amount

of time of any situation where an Artist has reasonable cause to believe that there is a risk to his/her health and/or safety.

## **20:00 TRANSPORTATION**

**20:01** The NCC shall, at its own expense, transport the Artist to and from his/her city of residence to the National Capital Region for the engagement.

Transportation shall be by Y-class air fare when available if travel is beyond the Toronto-Quebec corridor.

Within the Toronto-Québec corridor transportation shall be by either train or coach, and the method of transportation shall be the choice of the Artist. The NCC shall provide, at its expense, ground transportation from the point of arrival to point of accommodation and return transportation from the point of accommodation to the point of departure.

**20:02** Should the Artist choose to use his/her own private vehicle for said transportation, he/she shall receive compensation at a rate of forty-seven cents (\$0.47) per kilometre, to a maximum of four hundred and thirty dollars (\$430.00) inclusive of return.

## **21:00 TERMINATION**

### **21:01 Performers and Masters of Ceremonies and Stage Managers**

Either party may terminate the engagement contract by giving two weeks' notice in writing to the other party. If the Artist elects to terminate, the Artist may choose to work out the notice period or pay the equivalent amount to the NCC. If the NCC elects to terminate, the NCC shall pay the two weeks' notice period to the Artist and the Artist's contract shall be terminated immediately upon the giving of the notice.

It is understood that in no event shall the payment made by the party terminating the contract be greater than the amount outstanding on the engagement contract.

### **21:02 Directors and Choreographers**

An individual Director's National Capital Commission Events Agreement engagement contract with the NCC may be terminated by mutual consent of both parties in writing. Where no mutual consent is reached, the National Capital Commission Events Agreement engagement contract may be terminated as follows:

**(A)** By the Director, upon written notice to the NCC with payment to it of no less than the full face value of the contract.

**(B)** By the NCC, upon written notice to the Director with payment to him/her of no less than the full face value of the contract.

### **21:03 Termination Due to Accident or Illness**

When the Artist shall have been absent for seven (7) consecutive days by reason of illness or accident, the NCC may terminate the Artist's contract at the end of the seven (7) days effective immediately. This seven (7) day period would be compensated at full contractual fee unless the Artist is already receiving "income replacement" benefits under the Equity's Accident and Sickness Insurance Benefit Plan.

In no event shall the NCC be required to pay an amount greater than the amount outstanding on the engagement contract.

**21:04** Should the Artist give notice to terminate his/her contract due to injury or illness, the Artist shall not be required to work out the notice period.

### **21:05 Termination Due to Accident or Illness Involving Extraordinary Risk**

When the Artist shall have absented him/herself for seven (7) consecutive days by reason of accident or illness involving Extraordinary Risk, the NCC may terminate the Artist's contract effective immediately. The NCC shall be required to compensate the Artist for a full seven (7) day period, even if the period extends beyond the final date of the engagement.

In no event shall the NCC be required to pay an amount greater than the full value of the engagement contract plus one (1) week's fee.

## **22:00 REHEARSAL**

**22:01** In the following Clauses when the Artist is required to perform, conduct workshops, travel or rehearse, he/she is deemed to be working.

**22:02** Rehearsal hours prior to opening shall not exceed seven (7) out of eight and one half (8%) consecutive hours per day which shall include a one and a half (1%) hour meal break. There



shall at all times be a meal break after not more than four (4) hours of rehearsal. The meal break may be reduced to one (1) hour with the unanimous consent of all Equity members.

**22:03** Notwithstanding the above, there may be two (2) extended rehearsal days of ten (10) hours out of a span of twelve (12) hours with a 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 (1½) hours if the span of the day is reduced to eleven-and-a-half (11½) hours.

**22:04** Rehearsal hours after opening shall be limited to eight (8) hours weekly in two (2) calls not to exceed four (4) hours each. Rehearsals after the first public performance shall be scheduled within the limitation on work hours in a work day. Rehearsal on a two (2) or three (3) performance day is prohibited.

**22:05** All other activities (for example but not limited to: photo calls, archival recordings, current affairs recordings, promotional recordings, costume fittings, hair and make-up appointments) shall take place within the daily allowable rehearsal and performance hours provided for herein, or overtime shall apply.

## **23:00 PERFORMANCES**

**23:01** There may be up to twenty (20) hours of presentation time in any engagement week. Presentation time shall include performances, workshops, discussion periods, or any combination thereof.

**23:02** Beginning with the day of the first public performance, the number of working hours in a week shall not exceed thirty-five (35) including all breaks and rest periods.

**23:03** The performance schedule shall be as follows:

(A) If the performance is not more than one half-hour in length, the Artist may be required to perform not more than four (4) performances in a single day and sixteen (16) performances in an engagement week. There shall be one (1) hour of break between the end of one performance and the call for the next

(B) If the performance is greater than one half-hour but not more than one hour in length, the Artist may be required to perform not more than three (3) performances in a single day and twelve (12) performances in an engagement week. There shall be one (1) hour of break between the end of one performance and the call for the next, and one additional hour of meal break after no more than two (2) performances.

(C) If the performance is more than one hour in length, but not longer than one and a half (1½) hours, the Artist may be required to perform not more than two (2) performances in a single day and twelve (12) performances in an engagement week. On a three-performance 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. Daily working hours need not be consecutive on a three-performance day and the span of day from the first call of the day shall not exceed ten (10) hours.

(D) When a professional Artist is engaged to perform the function of Master of Ceremonies, the performance day may be scheduled as a ten (10) out of twelve (12) hour day, as defined in Clause 22:03. The Artist may be called upon to perform multiple interventions (including, but not limited to, introduction of acts and announcements) within the scheduled performance time. The Artist shall not be required to memorize text for the performances.

**23:04** There shall be a half-hour call for each presentation. Presentations may take place on more than one event site per day, provided that travel time between sites is included in work hours.

**23:05** There shall be a break of one (1) hour between a presentation and any rehearsal prior or subsequent thereto (exclusive of the half-hour call).

**23:06** There shall at all times be a meal break after not more than four (4) consecutive hours of rehearsal or performance.

**23:07** The first call of the morning cannot be before 9:30 a.m. Artists called prior to 09:30 a.m. shall be compensated at the invasion of the overnight rest period infringement rate.

**23:08** The running time of presentations, inclusive of intermissions within presentations, but exclusive of intervals between presentations or half-hour calls (as applicable) shall not exceed two (2) hours.

**23:09** The number of presentation hours, inclusive of intermissions within presentations, but exclusive of intervals between presentations or half-hour calls (as applicable) in any one day, shall not exceed four **(4)** hours.

**23:10** There shall be a minimum of fifteen **(15)** minutes interval between presentations. However, on a day where three performances are given in one **(1)** location, there shall be at least one interval of thirty (30) minutes between two of the consecutive presentations.

**24:00 TOURING**

**24:01** Touring is not permitted under the terms of National Capital Commission Events Agreement

**25:00 DEPUTIES AND COMPANY MEETINGS**

**25:01** Authorized representatives of Equity shall have free access to all members of Equity 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 NCC in advance of such visits, whenever possible.

**25:02** Attendance at meetings of the Equity Company shall be restricted to the Equity members contracted for that production.

**25:03** Equity requires a release from the Artist(s) which clearly states that all contractual obligations have been met.

**26:00 COMPANY RULES**

**26:01** All company rules shall be posted at the beginning of rehearsal and kept posted throughout the engagement, in the NCC, in the company vehicle, or other conspicuous location.

**27:00 BILLING**

**27:01** The NCC shall include the following statement in print on its website and prominently placed in the official event program: "The NCC engages Artists under the terms of an Agreement negotiated with Canadian Actors' Equity Association."

**28:00 RECORDINGS**

**28:01** Recordings or broadcasts of the production(s) other than those addressed herein are strictly prohibited unless the NCC has obtained the advance written permission of Equity, and no Artist may participate in such a recording or broadcast unless said written permission has been obtained. The NCC agrees to abide by such terms and conditions as Equity may require in granting permission.

**28:02 Current Affairs Program**

A maximum of ~~two~~ **(2)** minutes of Performance or rehearsal may be presented on a current affairs program during the current run of the production without payment to the Artist.

**28:03 Archival Video Tapes**

A video tape of any production may be made for archival purposes. NCC shall provide Equity with a copy of such video tape. Such an archival video tape will be subject to the following terms and conditions.

**28:04** All the Artists concerned and Equity shall receive one **(1)** week's written notice that a recording is to be made.

**28:05** No additional rehearsals will be allowed in order to facilitate the taping which shall be made from the public performance without any changes whatsoever.

**28:06** Equity shall be advised of the date(s) of the taping and of all Equity members involved in the taping.

**28:07** The videotape shall have the words "ARCHIVAL USE ONLY" generated throughout, or alternatively, the lens must be fitted with a wire or alternative device throughout the tape.

**28:08** The resulting tape must not be edited by anyone for any purpose whatsoever and may not be copied, with the exception of the tape forwarded to Equity.

**28:09** The tape shall only be used for archival purposes and may only be played back in private for reference purposes or as a teaching or rehearsal aid for the benefit of Performers or management. Under no circumstances shall a NCC give a Performer a copy of an archival video prior to rehearsal. Except for the copy forwarded to Equity, the NCC shall guarantee that the recording shall remain under its control and is not to be broadcast, distributed or used in a commercial context. There shall be no public replay of the tape whatsoever.

### **28:10 Promotional Recording**

The NCC may make a recording of up to fifteen (15) minutes of finished, edited recording of actual performance or rehearsal, using up to two (2) cameras, for the express purpose of demonstrating the nature of its work, and promoting it to the representatives of potential performance venues. The NCC shall notify Equity in writing in advance of any such recording and shall guarantee that the recording shall remain under its control, and will not be broadcast, distributed or in any way used in a commercial context. Work to accommodate the making of the recording shall take place within regular working hours or be paid for at regular overtime rates.

### **29:00 DUTIES OF THE ARTIST**

**29:01** The Artist agrees to be prompt and punctual at rehearsals, costume calls/fittings, and to attend all rehearsals as required: to appear at the NCC no later than the half-hour call; to pay strict regard to stage make-up and stage dress; to perform his/her services as reasonably directed, and to conform to the language of the script to the best of his/her ability; under the instruction of the Stage Manager, to maintain the original intent of the Director throughout the run of the show; to learn his/her 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 his/her costumes and props; to use, when required by the NCC, safe electronic equipment, and to respect the physical property of the production and NCC.

### **30:00 DUTIES OF THE ARTIST FOR CHOREOGRAPHERS**

A Choreographer is defined as an Artist who, within the sphere of dance, devises and executes choreography and/or specialized movements, which consist of accepted techniques of contemporary theatre dance – ballet, modern, jazz or tap.

The Choreographer shall conduct dance rehearsals, appear promptly for all scheduled rehearsals, respect the physical property of the production, performance venue, and place of rehearsals, conduct rehearsals in a manner not violative of any rules of Equity, abide by the particular artistic policies of the NCC, and generally fulfill the artistic planning and production contributions commonly within the scope of the functions of the Choreographer.

### **31:00 DUTIES OF THE ARTIST FOR DIRECTORS**

**31:01** The Director shall conduct rehearsals, appear promptly for all scheduled rehearsals, respect the physical property of the production, performance venue and place of rehearsals, conduct rehearsals in a manner not violative of any rules of Equity, abide by particular Artistic policies of the specific NCC to which the Artist is contracted, and generally fulfill the Artistic planning and production contributions commonly within the scope of the functions of the Director.

### **32:00 DIRECTORS**

#### **32:01 Consultation Before Signing**

Before agreeing to direct a production, a Director has the right to knowledge, but not approval of, the following production arrangements: the name of the Stage Manager and plans for crewing of the proposed production; the NCC's arrangements with the author, in regard to rewrites 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; and any casting and design decisions, and any particular Artistic policies of the NCC.

**32:02** At the time of negotiation of the contract, the NCC shall provide the Director with a list of potential accommodations, including, where possible, accommodations with kitchen facilities. The NCC will make every effort to include in this list accommodations that have daily, weekly and monthly rates.

#### **32:03 Consultation After Signing**

Subsequent to the engagement of the Director, decisions regarding production and rehearsal schedules, casting, designer, scenery, lighting and costuming will be made in consultation with the Director in person, by mail or by telephone if the Director is readily available for such consultation.

- 32:04** Consultation After Opening  
After the opening of the production the work of the Director (including cast replacements) shall not be changed or deleted by the NCC 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.
- 32:05** Should the Director be asked to do additional work on a production after the termination of his/her contract, a separate fee commensurate with the work to be done will be negotiated. Should this arrangement not be part of the original contract, the Director will be compensated at a daily rate of two per cent (2%) of the total contractual fee.
- 33:00** STAGE MANAGEMENT
- 33:01** All Stage Managers shall be engaged one (1) week prior to the commencement of rehearsals. All replacement Stage Managers shall be hired one (1) week prior to the date on which they are to take over the production, unless the NCC and Equity agree otherwise. All Assistant Stage Managers shall be engaged one (1) day prior to the commencement of rehearsals.
- 33:02** The NCC shall engage sufficient personnel to ensure the safe and efficient running of a production. The Stage Manager and the NCC will thoroughly discuss the Stage Management responsibilities and staffing for a given production prior to the start of rehearsals.
- 33:03** A Stage Management working day begins with the arrival at the rehearsal hall or theatre for the first Stage Management call of the day and ends with the departure from the rehearsal hall or theatre after the last Stage Management call of the day. It is understood that the first or last call may begin or end with a preparation call or an Actor's call. If the Stage Management working day ever exceeds a span of thirteen (13) hours, an overtime rate of twenty-two dollars (\$22.00) per half hour or part thereof is paid.
- 33:04** It is recognized that the nature of Stage Management duties and responsibilities involves additional preparation time before and after each rehearsal and/or performance. 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 NCC's designated representative. Preparation time shall be limited to one-and-a-half (1½) hours per day.
- 33:05** The Stage Manager may, but is not required to, participate in follow-up workshops.
- 33:06** All Equity Stage Management personnel shall receive the same number of free days in each engagement week as the Actors.
- 33:07** It is understood that the Stage Manager is required to attend all scheduled production meetings during the period of engagement which involve the discussion of elements of the production which directly affect the duties and responsibilities of Stage Management. Production meetings requiring the attendance of Stage Management personnel outside the regular rehearsal hours and/or preparation time limits may not exceed a one (1) hour session within an engagement week without the payment of overtime.
- 33:08** Any Stage Management personnel required to attend rehearsals, cueing sessions and scene change rehearsals, in excess of the hours permitted for the Actor, shall be paid at the appropriate overtime rate.
- 33:09** After the first public presentation, 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.
- 33:10** The Stage Manager shall ensure that all Artists are informed of fire procedures and emergency exits in both the rehearsal site and performance venue.
- 33:11** Duties and Responsibilities of the Stage Manager  
The Stage Manager shall have the following duties and responsibilities:
- Organize rehearsals and performances
  - Schedule rehearsal calls
  - Assemble and maintain the prompt book, which is the property of the NCC.
  - Work with the Director and coordinate and communicate with the heads of all other departments during rehearsals and after opening.

- Attend all scene change rehearsals and cueing sessions for the production.
- Maintain, to the best of his/her ability, the Artistic and technical intentions of the Director, producer and designer after opening.
- During performances, the Stage Manager is in sole charge of the backstage and dressing areas and is in sole charge of cueing the movement of all scenic elements, technical elements, and Performers.
- 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.
- Implement provisions made by the NCC for the security of personal property.
- Assist and advise members of the company on matters relating to their physical welfare.
- During the rehearsal period communicate with the NCC'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 NCC's designated representative in the form of a daily show report. The Stage Management show report shall be treated as confidential to those on the distribution list.

**33:12** The NCC acknowledges that the Stage Manager holds a position of supervisory responsibility and, as such, may exercise discretion in arranging his/her work. Such discretion shall be exercised by the Stage Manager, after consultation with the NCC. The Stage Manager cannot be held responsible for any overtime which may arise through circumstances beyond his/her control.

**33:13 Assistant Stage Managers:**

- (A) The Assistant Stage Manager shall work under the direction of the Stage Manager, assisting the stage management of productions in rehearsal and performance. Assistant Stage Managers shall never be solely in charge of a performance or a production.
- (B) Delegation of Stage Management duties and/or authority to a person other than the Stage Manager shall necessitate the contracting of that person as an Assistant Stage Manager.
- (C) Assistant Stage Managers may not understudy or perform.

**33:14 Prohibited Duties**

Stage Managers are not permitted to accept responsibility for:

- Fulfilling the duties of union members whenever members of unions are engaged for a production
- Fulfilling Duties of NCC Management
- Signing Closing Notices
- Building Maintenance
- Payroll
- Serving meals for the Actors
- Understudying and Performing
- General Office Duties

**34:00 HOUSE OF COMMONS**

**34:01** As required by the Parliament of Canada Act, it is an express condition of this Agreement that no Member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

**35:00 ACCESS TO INFORMATION**

**35:01** Equity acknowledges that the NCC is subject to the provisions of the Access to Information Act and may therefore be required to release information pertaining to this Agreement or engagement contract under this Agreement which is the subject of a formal request under that Act and which is not exempt from disclosure under the provisions of that Act. If there is a request pertaining to this Agreement or any engagement contract under this Agreement, the NCC will notify Equity as soon as practicable.

**36:00 DISPUTE RESOLUTION**

- 36:01** Equity and NCC agree that all differences between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including Individual Artist's Contracts, shall be dealt with pursuant to the following provisions.
- 36:02** If there is an issue relating to the interpretation, application, administration or alleged violation of this Agreement, including an Individual Artist's Contract then the party wishing to raise the issue must do so with the other party within fourteen **(14)** days of the matter coming to its attention. This must be done in writing and must set out the issue and the relief claimed. If the above time limit is not complied with then the matter cannot be raised.
- 36:03** The party who receives a document referred to in Clause 36.02 must respond within fourteen **(14)** days in writing.
- 36:04** Either party, once a response has been delivered may, within fourteen **(14)** days, refer the matter for arbitration pursuant to these provisions.
- 36:05** The parties agree to hold at least one meeting after the referral, at least one week prior to the commencement of arbitration hearings. If the matter cannot be settled, then it will be resolved by arbitration.
- 36:06** The parties shall agree on an arbitrator as soon as possible after the sending of the referral to arbitration and, if no agreement on the appointment of an arbitrator can be reached then they, or either of them, shall request the federal Minister of Labour to appoint an arbitrator.
- 36:07** The parties shall use their best efforts to maintain confidentiality during this process.
- 36:08** Any arbitration hearings shall take place within the National Capital Region.
- 36:09** The parties agree that no recourse shall be had to a court of law by either party or any Artist covered by this Agreement, unless it is to enforce an award made pursuant to the within arbitration process or until the other party has failed to comply with these arbitration procedures.
- 36:10** The parties agree that the Arbitrator does not have jurisdiction to alter, amend, change, modify, add to, or subtract from, any of the provisions of this Agreement.
- 36:11** The Arbitrator's compensation and expenses shall be borne equally by the parties.
- 36:12** The parties may agree that a Board of Arbitration replace the single arbitrator.

**37:00 DURATION OF THE AGREEMENT**

- 37:01** The Agreement shall take effect upon ratification, and expire at 11:59 p.m. on August 31, 2008.
- 37:02** Either party may, in the three (3) months immediately preceding the expiry date, issue a notice to the other party to begin bargaining in order to renew or revise it, or to enter into a new scale agreement.

**38:00 SCHEDULES**

The following schedules are an integral part of this Agreement.

- Schedule A (Event Rider)
- Schedule B (NCC template rider)

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## **Side Letter to the National Capital Commission Events Agreement**

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In the event that a Letter of Adherence is signed between Equity and a private sector producer or production company ("Producer") engaged by the National Capital Commission ("NCC") and that said Producer is unable or unwilling to post sufficient security as requested by Canadian Actors' Equity Association ("Equity"), the NCC shall ensure that all contractual obligations to Equity and its members are met, and Equity shall accept this undertaking in lieu of posted security. Within 60 days after the date of the event, Equity shall confirm the fulfillment of the producer's contractual obligations to Equity and its members, and upon such confirmation shall release the NCC's undertaking.

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**Schedule A:  
National Capital Commission Events Agreement  
Rider to the Artist's Contract**

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Dated:

\_\_\_\_\_ between

**The National Capital Commission (NCC)**  
and

\_\_\_\_\_ (Artist)

**1. OBLIGATIONS OF THE ARTIST**

- (A) Refrain from selling promotional material (CD's, cassettes, t-shirts, hats, etc.) on and near the Performance site without the prior written consent of the NCC;
- (B) Refrain from demanding extra fees from spectators before, during or after a Performance without the prior written consent of the NCC.

**2. CANCELLATION**

- (A) In the event of rain or bad weather on the day of the Performance, the Artist must be available at the times set out for the Performance, notwithstanding there may be a possibility of cancellation of the Performance. The final decision as to cancellation of the Performance shall remain with the NCC, in consultation with the Artist and/or Artist Management, who will inform the Artist of its decision within a reasonable time.
- (B) Cancellation by the NCC on the day of the Performance due to rain or bad weather is at the risk of the NCC and the NCC undertakes to pay the artistic fee set forth if it is forced to cancel the Performance under these circumstances.

**3. FORCE MAJEURE**

- (A) Subject to Article 2(b), neither the NCC nor the Artist shall be liable if or any loss or damage of the other party if failure to perform any obligation under this contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes include, but are not restricted to adverse weather conditions, strikes, floods, fire, epidemics and Acts of God.

\_\_\_\_\_  
Signature – Engager

\_\_\_\_\_  
Signature – Artist

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



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**Schedule B:  
National Capital Commission Events Agreement  
Template Rider**

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Artist	
Event	
Date(s) of Performance	
Stage / Site	
Changing Room	
Cheque Payable To	
Address	
Postal Code	
Telephone Number	
Hospitality	
Accommodation	
Transportation	
Passes	
Shuttle	
Technical Requirements	
Sound Check Time	

Performance Time(s)		
Type of Performance(s)		
Extraordinary Risk		
NCC Artistic Programming		Tel.
NCC Programming		Tel.
NCC Logistics		Tel.
NCC Technical		Tel.
Artist Contact		Tel.

\_\_\_\_\_  
Signature – Engager

\_\_\_\_\_  
Signature – Artist

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

C a n a d i a n   A c t o r s '   E q u i t y   A s s o c i a t i o n

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# National Capital Commission Events Agreement

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N a t i o n a l   C a p i t a l   C o m m i s s i o n

40 Elgin St  
Ottawa, ON K1P 1C7

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