



COLLECTIVE AGREEMENT

BETWEEN

L'UNION DES ARTISTES

AND

THE NATIONAL ARTS CENTRE  
MUSIC DEPARTMENT



NATIONAL ARTS CENTRE  
CENTRE NATIONAL DES ARTS

1 September, 2007 to August 31, 2011

**13766 (02)**

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## PREAMBLE

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**WHEREAS** the parties negotiated a tripartite agreement on the sharing of jurisdiction between the Union des artistes, Canadian Actors' Equity (hereinafter referred to as Equity) and the National Arts Centre (NAC). The Canadian Artists and Producers Professional Relations Tribunal approved this agreement, which amends the certification of the respective unions for the NAC Music Department's activities.

**WHEREAS** the parties agree to comply with *An Act respecting the status of the artist and professional relations between artists and producers in Canada*, R.S.C., Chapter 33, in accordance with the respective scope of the said legislation;

**WHEREAS** the parties agree to enter into an agreement governing the conditions of employment, the working conditions and the minimum wage for artists whose services are or will be retained by the NAC Music Department in the production sector(s) referred to in this agreement;

The parties hereto mutually agree as follows:

### **Firstly**

**L'Union des artistes (UDA)**, hereinafter called "the Union", is a professional union established in accordance with the *Professional Syndicates Act* (R.S.Q., chapter S-32.1), an artists' association recognized under the terms of the *Act respecting the professional status and conditions of engagement of performing, recording and film artists* (R.S.Q., chapter S-40) and the *Act respecting the status of the artist and professional relations between artists and producers in Canada*, also known as the *Status of the Artist Act* (R.S.C. (1985), chapter S-19.6 [S.C. 1992, c. 33]).

### **Secondly**

The terms of this Agreement shall apply to all concert performances produced or presented by the National Arts Centre (NAC) Music Department.

### **Thirdly**

For the purposes of this Agreement, the Producer recognizes the Union as the sole representative and bargaining agent for all persons engaged by the Producer who are defined as artists involved in the sector of live performance as enumerated by the certification and rulings issued by the Canadian Artists and Producers Professional Relations Tribunal.

#### **Fourthly**

**The Music Department acting on behalf of the National Arts Centre (NAC)**, hereinafter called “the NAC” or “the Producer”, is subject to federal rules and legislation, including the *Act respecting the status of the artist and professional relations between artists and producers in Canada*, also known as the *Status of the Artist Act* (R.S.C. (1985), chapter S-19.6 [S.C. 1992, c. 33]).

#### **Fifthly**

The Union and the NAC shall not allow any performance to take place in a performance venue that does not comply with the terms of this Agreement, to the extent provided for in this Agreement.

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## ARTICLE 1-0.00 — DEFINITIONS

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### **1-1.00 Definition of terms**

Under the provisions herein, the following terms are defined as follows:

#### **1-1.01 Amateur**

Person whose exercise of a performing art is not for profit.

#### **1-1.02 Host**

A person who hosts, introduces or links the various parts of a stage presentation.

#### **1-1.03 Foreign artist**

An artist who is neither a resident nor a citizen of Canada and who is not a member of the Union or of the Canadian Actors' Equity Association.

#### **1-1.04 Performing artist**

A person engaged for any position or function enumerated in Clause 2-1.01 below.

#### **1-1.05 Audition**

A non-remunerated practical examination conducted to assess the range and quality of an artist's abilities.

#### **1-1.06 Promotion**

Publicity that the NAC carries out for its own concert or for its season's activities as a whole, by way of photographs and/or recordings taken or made during rehearsals, performances, press conferences or by any other similar or associated means.

#### **1-1.07 Fee**

Amount payable to the artist for services rendered under the terms of his/her engagement contract.

#### **1-1.08 Singer**

A person who performs a lyrical work (music or song). S/he is classified as a:

- a) **Soloist:** when the person's part is so defined in the score or when s/he sings alone or sings sixteen (16) measures or more;
- b) **Choir/soloist:** when the person separates from a group and sings alone fewer than sixteen (16) measures;
- c) **Chorister:** when the person sings as part of a choir.

#### **1-1.09 Choir director**

A person who rehearses or conducts a choir, except when that person is the orchestra conductor, assistant conductor or artistic director.

### **1-1.10 Deputy**

A Union member designated by the NAC or its representative to act as an intermediary between the Producer and the performing artists.

### **1-1.11 Chorus**

An ensemble of singers who perform the same work as a group.

### **1-1.12 Choreographer**

A person who creates the choreography for a work performed on stage.

### **1-1.13 Actor**

- a) **Principal role:** A person whose part or role in a work consists of one hundred (100) lines or more;
- b) **Secondary role:** A person whose part or role in a work consists of between eleven (11) and ninety-nine (99) lines.
- c) **Tertiary role:** A person whose part or role in a work consists of ten (10) lines or fewer.

### **1-1.14 Joint Standing Committee**

Committee composed of representatives of both the Union and the NAC.

### **1-1.15 Concert (Presentation)**

Any public performance involving the participation of one or more performing artists.

### **1-1.16 Labour counsellor**

A person authorized by the Union to oversee the application of the terms of this Agreement.

### **1-1.17 Contract**

A specific written agreement that mutually binds the performing artists and the NAC.

### **1-1.18 Doubling**

Performing more than one role or function during the same concert.

### **1-1.19 Dancer**

A person who performs a choreographic work. He or she is classified as a:

- a) **Soloist:** when the person dances alone, or separates him/herself from an ensemble and performs a *pas de deux*, *pas de trois* or *pas de quatre* lasting at least thirty (30) seconds or sixteen (16) measures.
- b) **Solo dancer:** when the person separates him/herself from an ensemble and dances alone or performs a *pas de deux*, *pas de trois* or *pas de quatre* lasting less than thirty (30) seconds or sixteen (16) measures.
- c) **Dancer:** when the person performs as part of an ensemble.



**1-1.20 Security deposit**

A deposit made in the form of a bond or letter of credit drawn on a financial institution and registered to the Union in an amount sufficient to ensure the payment of the artists' fees and other remittances specified herein.

**1-1.21 Billing**

The list of performing artists taking part in a concert, which the NAC shall submit to the Union.

**1-1.22 Understudy**

A person contracted at the outset of rehearsals to learn the role of another artist and to perform it when such artist is unable to perform.

**1-1.23 Child**

A person less than sixteen (16) years of age.

**1-1.24 Recording**

Any sound or visual record of an artist's performance.

**1-1.25 Force majeure**

An event beyond human control which could not be reasonably anticipated or prevented and which renders impossible the execution of the obligation in question.

**1-1.26 Per diem**

Expense allowance for meals and lodging.

**1-1.27 Travel expense**

Costs incurred by the artist in the course of carrying out an engagement away from his/her place of residence and for which the NAC is responsible under the terms of this Agreement.

**1-1.28 Line**

A line shall be defined as eight (8) words (including abbreviated or hyphenated words) or a complete line of dialogue of fewer than eight (8) words. In the case of poetry or verse with fewer than eight words per line, a line shall be defined as one line of the poem or verse.

**1-1.29 Student matinee**

A performance specifically intended for educational purposes and/or for audiences of students and which begins at or before five o'clock p.m. (17:00).

**1-1.30 Active member**

An artist who is a member in good standing of the Union or of Equity.

**1-1.31 Apprentice member**

An artist who is accumulating Union permits with the intention of becoming a Union member.

**1-1.32 Director**

A person engaged to direct a stage production.

**1-1.33 Measure**

The space between two (2) bar lines.

**1-1.34 Narrator**

An artist who provides spoken commentary on an action.

**1-1.35 Option to extend**

The right of the NAC to add one or more performances to the number of guaranteed performances.

**1-1.36 Warmup period**

Period before a concert intended to allow the artist to prepare for the performance.

**1-1.37 Permit**

A temporary and specific authorization issued by the Union to allow an artist who is not an active member of the Union to enter into an engagement contract.

**1-1.38 Permit holder**

A person to whom the Union issues a permit exclusively for a specific engagement.

**1-1.39 Candidate**

An individual auditioning specifically for a role being proposed to him or her.

**1-1.40 Master of Ceremonies**

A person who introduces one or more works during a performance, the casting and the composition of this performance.

**1-1.41 Producer**

Subject to the terms of this Agreement, the person or entity authorized by the NAC to engage the artist(s).

**1-1.42 Dark day**

Day when there is no performance of a particular concert.

**1-1.43 Stand-in**

A person who replaces an artist during rehearsal.

**1-1.44 Rehearsal**

Work hours spent by an artist in preparing for a concert under the direction of the NAC or its authorized representative. Rehearsal includes, but need not be limited to, music rehearsals with or without orchestra, production meetings, read-throughs, photo calls, cueing, and emergency rehearsals.

**1-1.45 Performance**

Any public presentation of a concert.

**1-1.46 Guaranteed performance**

A performance that the NAC guarantees to the artist or a performance for which an option to extend was confirmed in writing, or which was added as an additional performance.

**1-1.47 Additional performance**

A performance added to a contract by mutual agreement and confirmed in writing at least twenty-four (24) hours before the additional concert.

**1-1.48 Revival**

A concert presented again in the same season (A season is defined as the period from September 1 to August 31.)

**1-1.49 Extraordinary risk**

A physical risk which the artist is not required to perform when such action falls outside his/her training or experience, or which is judged perilous or dangerous. However, if the parties mutually agree to perform the extraordinary risk, the NAC must obtain the approval of the Union before stipulating said risk in the artist's contract.

**1-1.50 Breach**

Breach of the terms of a contract or agreement by either party.

**1-1.51 Performance venue**

A public space where the concert audience gathers.

**1-1.52 Stage**

The location where the artist appears in concert.

**1-1.53 Presentation (Concert)**

Any public performance involving the participation of one or more artists.

**1-1.54 Run-out**

A concert given outside the Ottawa-Gatineau city limits, after which the artist returns to the point of origin the same evening. Travel time shall not exceed five (5) hours there and back.

**1-1.55 Fee schedule**

List of minimum basic rates of pay.

**1-1.56 Travel time**

All elapsed time between the artist's departure from his/her place of residence and his/her arrival at the NAC, or from his/her hotel to the place of destination, except that the travel time shall be computed from the actual time of departure when the departure is delayed because of the late arrival of an artist or by *force majeure*.

**1-1.57 Tour**

A concert or series of concerts given outside the Ottawa-Gatineau city limits, requiring the NAC to provide overnight accommodation and where total travel time exceeds six (6) hours.

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## **ARTICLE 2-0.00 — APPLICATION**

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### **2-1.00      Application**

#### **2-1.01**

This Agreement applies to any person engaged or employed by the NAC Music Department in any of the categories enumerated in the certification issued by the Canadian Association of Artists and Producers Professional Relations Tribunal and dated August 29, 1996 and amended December 30, 1997; subject to the terms of the tripartite agreement setting out the division of authority between L'Union des artistes, Canadian Actors' Equity Association ("Equity") and the National Arts Centre. Said tripartite agreement defines the jurisdiction of the Union des artistes as follows: from September 1, 2007 to August 31, 2008, and from September 1, 2009 to August 31, 2010. This agreement has been approved by the Canadian Association of Artists and Producers Professional Relations Tribunal and amends the certification of the respective unions with respect to the NAC Music Department.

#### **2-1.02**

Each of the artists engaged in any capacity or in any function of the preceding article must be in good standing with the Union (permit holder or suspended member or any other person as defined in the Statutes and By-Laws of the Union des artistes).

### **2-2.00      Exceptions to the application of this Agreement**

#### **2-2.01**

When the NAC is not the producer of the performance but merely rents or provides the performance venue.

#### **2-2.02**

Students are excluded from this agreement for a concert or performance presented as part of a training programme offered by the NAC (such as The Young Artists Programme, the Conductors Programme, and Young Composers Programme). The NAC may have a paying audience provided that it is a symbolic amount to offset technical assistance costs. Professionals (teacher, tutor, coaches), engaged to participate in a concert or performance, are subject to the scope of application of this agreement. When the student is a member of Union des artistes, the NAC must apply in writing to the Union to have this person excluded from this agreement in accordance with the Statutes and By-Laws of the Union des artistes.

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## **ARTICLE 3-0.00 — GENERAL PROVISIONS**

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### **3-1.00      General provisions**

#### **3-1.01**

The artist shall not reveal any information about the production, its content or preparation which could adversely affect the publicity for the production, and agrees to abide by all contractual obligations stated in the artist's engagement contract and all riders attached thereto.

#### **3-1.02**

The NAC shall vouch for the choice of performing artists it engages and the Union shall ensure that its members' conduct is impeccable while fulfilling their contracts. Artists shall meet the obligations of their contracts and of this agreement, particularly with respect to participation in rehearsals, maintaining professional standards of conduct while fulfilling their contract and behaving in a civil manner on the premises and in the concert hall.

#### **3-1.03**

The NAC agrees to ensure that the artist is treated in a respectful manner; that s/he is able to carry out his/her professional duties in a comfortable environment; that s/he is provided with a suitable dressing room at the place of performance; that s/he is able to carry out his/her contract without risk of physical injury; that the means of transportation provided by the NAC are safe and secure. The NAC also agrees to provide facilities for the safekeeping of the artist's personal belongings.

#### **3-1.04**

Should the artist injure him/herself in the course of carrying out his/her contract, the NAC agrees to provide the assistance necessary for the artist to obtain first aid.

#### **3-1.05**

Subject to the exceptions enumerated in Clauses 2-2.01 and 2-2.02 of this Agreement, the NAC acknowledges that the artist is under no obligation to work with persons who are not in good standing with the Union (be they permit holders, suspended members or any other person as defined in the By-laws and Statutes of the Union).

#### **3-1.06**

The NAC shall not transfer any engagement contract made between the NAC and an artist to a third party until and unless the NAC has provided the Union with a clear and explicit statement of the transferee's compliance with this Agreement.

**3-1.07**

The NAC and the Union agree to meet to discuss any matters not specifically covered by this Agreement.

**3-1.08**

Neither party shall initiate, support or provoke any strike, lockout or work stoppage during the term of this Agreement.

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## **ARTICLE 4-0.00 — RELATIONSHIP BETWEEN THE PARTIES**

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### **4-1.00      General provisions**

#### **4-1.01**

Upon advance notice, the NAC agrees to allow the Union's general secretary or his/her designate to have access to its premises whenever artists are working there.

#### **4-1.02**

The Union's labour counsellor shall have access to the aforementioned premises in order to oversee and enforce the application of the regulations pertaining to artists' contracts. S/he will not interfere with the work of the NAC or its representative, and the NAC shall facilitate the labour counsellor's task.

### **4-2.00      Union dues**

#### **4-2.01**

The NAC agrees to deduct as Union dues an amount equivalent to two and one-half percent (2.5%) of all artists' contractual fees, and to remit the amount thus collected to the Union at the end of each month accompanied by a duly completed remittance form (appended hereto as Appendix F). The percentage to be deducted may be modified by a vote of Union members at the Annual General Meeting, in which case the Union will give the Producer thirty (30) days' notice of such modification.

### **4-3.00      *Caisse de sécurité des artistes and Fonds COPAR***

#### **4-3.01**

The NAC agrees to contribute to the *Caisse de sécurité des artistes* by remitting an additional amount of nine percent (9%) over and above the two percent (2%) deducted from artists' contractual fees, and to remit the amount thus collected to the *Caisse de sécurité des artistes* at the end of each month as a contribution for and on behalf of active members, apprentice members and permit holders of the Union and members of Equity .

However, in the case of foreign artists, the NAC agrees to contribute to the *Caisse de sécurité des artistes* by remitting an additional amount of nine percent (9%) over and above the two percent (2%) deducted from artists' contractual fees, up to two thousand and five hundred dollars (\$2,500).

The NAC shall include with each monthly remittance a list of the artists' names together with the date and the amount of the fee pertaining to each artist, in accordance with the remittance form (Appendix F).

#### **4-3.02**

The amounts collected or remitted for and on behalf of Union apprentice members and permit holders shall be deposited to the general funds of the *Caisse de sécurité des artistes* subject to the provisions of the reciprocal agreement between the Union and Equity pertaining to union dues.

#### **4-3.03**

The NAC agrees to remit to the Union's vacation fund (*Fonds COPAR, Congés payés pour l'artiste*) an amount equal to four percent (4%) of the fees payable to and on behalf of artists who are full or apprentice members of the Union and/or members of Equity. Remittances shall be made at the end of each month, and the NAC shall include with each remittance a list of the artists' names together with the date and the amount of the fee pertaining to each artist. Remittance cheques shall be made payable to the *Caisse de sécurité des artistes*.

### **4-4.00 Contribution to printing costs of the Collective Agreement**

#### **4-4.01**

The NAC and the Union agree to share the costs of printing the Collective Agreement and related documents.

### **4-5.00 Terms of payment**

#### **4-5.01**

Fees payable to artists engaged by the NAC shall be paid directly to each artist by the NAC. Unless otherwise specified by a separate agreement with the Union, the NAC shall pay artists according to the following terms:

- a) within seven (7) days following the date of the concert or performance; or
- b) where the total rehearsal and/or performance period is less than four (4) consecutive weeks, by way of a single lump-sum payment on the day of the final concert or performance.

#### **4-5.02**

The NAC shall not deduct or withhold any amount from the artist's fee except such deductions as are mandatory under the law, requested by the artist, specified in the terms of this Agreement, or decreed by a resolution of the Union membership at the annual general meeting, of which the Union shall give the NAC thirty (30) days' notice.



#### **4-5.03**

The NAC shall not deduct or withhold fees for an artist's agent or any other person(s) who may assist the artist.

### **4-6.00 Work permits**

#### **4-6.01**

The Union may issue a work permit to an apprentice member or permit holder, upon request to this effect submitted before the first rehearsal.

#### **4-6.02**

The NAC shall deduct the applicable fee for the work permit from the fee payable to a foreign soloist and/or a soloist who is a Canadian citizen residing outside Canada. If the artist is a member of Canadian Actors' Equity, the NAC shall submit a copy of the artist's Equity contract to the Union which will then issue a courtesy work permit, to a maximum of three (3) permits annually for any one artist. For Equity members and/or foreign soloists requiring more than the annual maximum of three (3) courtesy work permits, the NAC shall remit to the Union the applicable fee for the additional permit(s) together with all applicable deductions at source and NAC contributions to the *Caisse de sécurité des artistes*. Remittance cheques shall be made payable to L'Union des artistes and shall be accompanied by the following information:

- a) the artist's name, address and telephone number;
- b) the artist's membership number and social insurance number;
- c) where applicable, the artist's Equity membership number.

#### **4-6.03**

The work permit is nominal and specific. It only authorizes participation in the concert for which it was issued. One (1) mandatory work permit is granted per production.

### **4-7.00 Security deposit (bond) (See Clause 1-1.20)**

#### **4-7.01**

Where the Union can demonstrate that the NAC is in arrears with the payment of artists' fees and/or deductions/contributions for a previous production, the Union is entitled to require a security deposit from the NAC. The amount of the security deposit shall not exceed the total amount of the artists' fees and/or deductions/contributions payable for the production in question.

#### **4-7.02**

The security deposit may be in the form of a cashable bond or letter of credit drawn on a registered financial institution and payable to the Union, or in the form of a direct transfer of funds from the financial institution.

**4-7.03**

Except in the case of a specific agreement to the contrary, the Union shall not provide the NAC with contracts if the NAC fails to remit to the Union, before the opening of the production, the applicable amount or security deposit specified in Clause 4-7.02.

**4-7.04**

If the Union is satisfied that the NAC has partially or entirely fulfilled its financial obligations, the Union may refund the NAC's security deposit on a pro-rated basis according to the extent of such fulfilment.

**4-7.05**

If the NAC fails to fulfil its financial obligations, the Union shall file a grievance and the security deposit shall be distributed according to the applicable grievance resolution procedure or by arbitration.

**4-8.00      Joint Standing Committee****4-8.01**

The Joint Standing Committee shall meet within ten (10) business days of a request made by either party, or sooner if and as mutually determined by the parties, subject to the provisions specified in the article on Grievances.

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**ARTICLE 5-0.00 —  
ENGAGEMENT, OPTION TO EXTEND,  
ADDITIONAL PERFORMANCES, REVIVALS,  
TERMINATION**

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**5-1.00      General provisions**

**5-1.01**

Subject to Article 4-7.00, the Union shall provide the NAC with a sufficient number of the appropriate forms required for the production in question. The NAC agrees to provide the Union with the following information:

- The title of the concert or presentation;
- The name of the producer;
- Performance dates, times and venue(s);
- The anticipated number of performing artists.

**5-2.00      Engagement**

**5-2.01**

Artists are engaged using the form presented in Appendix B. The contract must be completed in triplicate, with one copy retained by the NAC, one copy retained by the artist, and one copy filed with the Union by the NAC within ninety-six (96) hours of signature.

**5-2.02**

With regard to rehearsals, the artist shall learn the music and/or text of his/her role and shall arrive at the first rehearsal knowing the music and/or text of the role for which s/he has been engaged. The NAC agrees to provide the artist with a rehearsal copy of the score or script at least eight (8) weeks before the date of the first rehearsal, and to notify the artist of any changes to the score or script (translation, cuts, additions or any substantial modifications) at least six (6) weeks before the date of the first rehearsal. The artist agrees to return his/her rehearsal score or script to the NAC at the end of the contract period.

**5-2.03**

The producer agrees to provide the artist, before the signature of the engagement contract, with all the necessary information relating to the contract.

**5-2.04**

The engagement contract shall spell out the artist's fee in letters and numbers.

### **5-2.05**

While no artist is prohibited from receiving fees and/or expense allowances greater or more advantageous than those specified in this Agreement, such additional benefits must be negotiated with the NAC and shall neither deprive nor liberate the NAC from its rights and obligations under this Agreement.

## **5-3.00 Option to extend**

### **5-3.01**

Should the NAC exercise its option to extend the run of a production, the number of optional performances shall not exceed the number of guaranteed performances specified in the artist's original engagement contract.

### **5-3.02**

The notice of intention to exercise the option to extend a performance must be specifically described with respect to the date and time it will take place in the city of the NAC's place of business.

### **5-3.03**

When the optional performance(s) do not take place in the city of the NAC's place of business, the notice of intention to exercise the option to extend shall specify whether the optional performance(s) are to take place in one or several locations and shall specify the total duration of the option period.

### **5-3.04**

The NAC must exercise its option to extend within thirty (30) days after the date of the last guaranteed performance specified in the original engagement contract.

### **5-3.05**

The NAC shall notify the artist in writing (see Appendix D), at least thirty (30) days before the date of the first optional concert, of its intention to exercise its option to extend in whole or in part.

### **5-3.06**

If an optional performance is scheduled on a date prior to the date of the first guaranteed performance, the producer must exercise its option to extend no fewer than six (6) days prior to the optioned date.

## **5-4.00 Additional performances**

### **5-4.01**

Additional performances may be added to the original engagement contract by a written agreement made between the artist and the NAC (see Appendix C) and executed before the date of the final guaranteed performance.

## **5-5.00 Revival**

### **5-5.01**

In the case of a revival, the NAC shall make reasonable efforts to engage the same artist(s), chorister(s) and choir/soloist(s), and the aforementioned agree to perform in the revival subject to their availability.

### **5-5.02**

Should the NAC fail to engage the original artist(s) for the revival, the artist(s), chorister(s) and/or choir/soloist(s) may submit a notice in writing to the Union, to be brought before the Joint Committee.

## **5-6.00 Termination**

### **5-6.01**

An artist's engagement contract may be terminated as follows:

- a) For reasons of *force majeure*;
- b) By mutual agreement, in writing, countersigned by a representative of the Union and a representative of the NAC;
- c) For material breach by an artist of the responsibilities set out in the terms of his/her contract.

However, the NAC shall notify the Union in writing within twenty-four (24) hours of the termination of the artist's contract and shall specify the reason(s) for the termination. In the event of disagreement, the complaining party has recourse to the grievance procedure.

### **5-6.02**

When during the rehearsal or performance period an artist is unable to fulfil the terms of his/her contract by reason of inability due to accident or illness, the NAC shall pay the artist for services rendered and not already paid.

### **5-6.03**

It is incumbent upon the artist to provide proof of inability due to illness. The NAC may at its discretion engage a physician to verify the artist's claim.

## **5-7.00 Damages and compensation**

### **5-7.01**

This section sets out the value of compensation for specific damages.

### **5-7.02**

When a contract is terminated for a reason or reasons other than *force majeure*, the party at fault shall remit to the other party the balance owing of the fee for guaranteed performances specified in the contract.

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## **ARTICLE 6-0.00 — WORKING CONDITIONS**

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### **6-1.00      General provisions**

#### **6-1.01**

The artist shall normally arrive at the place of performance at least one-half (½) hour before the start of the performance, and shall normally be entitled to remain in the performance venue for at least one-half (½) hour after the end of the performance.

#### **6-1.02**

The NAC agrees to provide the artist with a legible script or score.

### **6-2.00      Rehearsals**

#### **6-2.01**

The NAC agrees to provide choir/soloists and choristers with a copy of the score at least four (4) weeks before the start of rehearsals, and eight (8) weeks before the start of rehearsals in the case of new works. The rehearsal schedule shall be distributed four (4) weeks before the start of rehearsals, and shall include rehearsal dates, times and locations. A copy of the rehearsal schedule shall be filed with the Union. Soloists shall receive a copy of the rehearsal schedule as soon as it is available.

In the case of new works, the NAC shall notify the artist at least six (6) weeks before the start of rehearsals of any changes to the score or script (including but not limited to version, cuts or additions).

In special cases, by mutual agreement between the artist and the NAC, the rehearsal schedule may be modified with forty-eight (48) hours' notice.

#### **6-2.02**

The artist and the rehearsal director shall be ready to begin rehearsal at the specified start time.

#### **6-2.03**

The maximum length of a rehearsal day shall be eight (8) hours, not including meal breaks and rest periods.

#### **6-2.04**

Rehearsals shall be scheduled between 8:00 and 23:00. With the exception of the last three (3) dress rehearsals, rehearsals shall not be scheduled on statutory holidays.

**6-2.05**

For rehearsal purposes, the following days shall be considered statutory holidays:

- a) New Year's Day (January 1), January 2, Good Friday, Holy (Easter) Saturday, Easter Sunday, Christmas Day (December 25) and Boxing Day (December 26);
- b) the Ontario August civic holiday, Canada Day, Labour Day and Thanksgiving Day;
- c) Any other day proclaimed a statutory holiday by the federal or provincial government in the producer's place of business.

**6-2.06**

When the artist participates in a dress rehearsal held on a statutory holiday, s/he shall be paid the full hourly rate for his/her role or part, plus one hundred percent (100%).

**6-2.07**

A rehearsal session shall consist of consecutive hours, with a minimum of two (2) and a maximum of four (4) hours, except for the last three (3) dress rehearsals, each of which may last a maximum of five (5) hours. No more than two (2) rehearsal sessions shall be scheduled on the same day.

**6-2.08**

The NAC agrees to close all rehearsals to the public with the exception of the dress rehearsal(s), to which music students or apprentices may be invited. In certain cases, and with the consent of the artists and the Union, observers may attend rehearsals; in such cases the NAC shall notify the artists in advance.

**6-2.09**

Between two (2) rehearsals, the interval shall be no less than ninety (90) minutes, or sixty (60) minutes if a meal is available to the artist on the premises of the NAC.

**6-2.10**

The artist shall not rehearse a performance on days when he or she gives a matinee and an evening performance.

**6-2.11**

Fittings, production meetings, read-throughs, photo calls, cueing and emergency rehearsals are included in rehearsal time. Each instance shall be considered equivalent to a minimum of two (2) regular or overtime hours.

**6-2.12**

Warmup periods of fifteen (15) minutes or less within thirty (30) minutes of the start of a concert shall not be paid.

**6-2.13**

During tours or run-outs, warmups conducted more than sixty (60) minutes before a concert shall be paid to the nearest half-hour.

#### **6-2.14**

In all other cases, warmup periods shall be considered part of rehearsal time.

#### **6-2.15**

Rehearsal hours shall be calculated from the posted start time of the rehearsal. The penalty for late arrival at a rehearsal shall be calculated to the nearest quarter ( $\frac{1}{4}$ )-hour.

#### **6-2.16**

The artist is not required to begin rehearsals until a copy of his/her engagement contract has been filed with the Union.

### **6-3.00 Rest**

#### **6-3.01**

The artist shall be entitled to one (1) day of rest per week.

#### **6-3.02**

The artist is entitled to five (5) minutes of rest for every thirty (30) minutes of rehearsal. The artist may be required to rehearse for a maximum of ninety (90) minutes without a break.

#### **6-3.03**

The artist shall be entitled to one (1) hour of rest for every four (4) hours of travel by car or chartered bus.

#### **6-3.04**

During the rehearsal and performance period there must be twelve (12) hours clear between the end of one (1) day's rehearsal or performance and the call to work on the next day.

#### **6-3.05**

When two (2) performances of one (1) hour or less are scheduled on the same day, the artist is entitled to a rest period no shorter than the duration of the performance. When two (2) performances of more than one (1) hour are scheduled on the same day, the artist is entitled to a minimum rest period of one (1) hour.

#### **6-3.06**

When two (2) student matinees of one (1) hour or less are scheduled on the same day, the interval between the end of the first performance and the beginning of the second shall be no shorter than thirty (30) minutes and no longer than ninety (90) minutes.



## **6-4.00 Meals**

### **6-4.01**

The duration of a meal break shall be between sixty (60) and ninety (90) minutes. Time spent getting into makeup or into or out of costume shall not be considered part of the meal break.

### **6-4.02**

There shall be at least four (4) hours between the end of one meal break and the start of the next.

## **6-5.00 Costumes**

### **6-5.01**

Except where modified by a separate agreement, the artist shall supply and appear dressed in clothes appropriate for the occasion, as follows:

#### Men

*Fall, winter and spring performances:*

Black tuxedo, black bow tie, black trousers, white shirt, and black socks and shoes,  
or

Black tails, white bow tie, black trousers, white shirt, and black socks and shoes.

*Summer performances:*

As above, or, white jacket, black bow tie, black trousers, white shirt, and  
black socks and shoes.

#### Women

*Year-round:* Full-length concert dress appropriate for the season.

When costumes are supplied by the NAC, the NAC agrees to have costumes cleaned before each performance and appropriately maintained.

### **6-5.02**

Artists may appear in concert makeup, which they provide and apply. When the NAC requires a hair or makeup session outside the NAC premises, the NAC will make the appropriate arrangements and obtain the artist's consent. In all other cases the hair or makeup session will be incorporated into the rehearsal period.

The NAC will provide the services of a hair and/or makeup artist, as well as makeup remover and paper towels.

### **6-5.03**

The NAC agrees to reimburse the artist for any damage to his/her clothing or work equipment, provided the artist reports such damage before leaving the NAC premises and furnishes documented proof that the damage is due to negligence on the NAC's part.

Similarly, the artist agrees to reimburse the NAC for any damage to props or equipment entrusted to him/her, provided the NAC reports such damage before the artist leaves the NAC premises and furnishes documented proof that the damage is due to negligence on the artist's part.

The producer agrees that tights and bodysuits supplied to the artist shall be cleaned after each performance.

## **6-6.00 Doubling**

### **6-6.01**

The performance of a solo includes participation in the choral parts associated with it.

### **6-6.02**

A choir director who is also a Union deputy will not receive doubling.

## **6-7.00 Billing**

### **6-7.01**

With the exception of radio and television, all publicity, advertising and display media shall mention the names of the soloists. The NAC house programme shall list artists either in the order specified by the author, in order of appearance, or by alphabetical order, together with each artist's role or function.

## **6-8.00 Travel and touring**

### **6-8.01**

The artist is entitled to sixty (60) minutes of rest for every four (4) hours of travel by car or chartered bus.

### **6-8.02**

On tour or on local run-outs, the artist is entitled to a rest period of two (2) hours between arrival at the hotel or performance venue and the start of rehearsal, or three (3) hours between arrival at the hotel or performance venue and the start of the performance.

One day covering travel, rehearsal and performance will be allocated under the following conditions:

Travel by air or any other means: Five (5) hours total travel time, with days immediately preceding and following having a maximum of four (4) hours total travel time. Maximum of two (2) hours rehearsal time. Rest period of not less than one hundred and twenty (120) minutes between the end of rehearsal and the start of performance (warm-up period within thirty (30) minutes before the concert excluded).

Time limits for duration of travel on a day when there is no rehearsal and no concert shall be as follows:

- a) by air: eight (8) hours, including ground transportation to and from airports.
- b) intercontinental: to be discussed between the Union and the NAC.
- c) by bus: six (6) hours travel time, to allow arrival by 18:00.
- d) combination of air and bus: no more than two and one-half (2½) hours by bus, eight (8) hours maximum.

**6-8.03**

The NAC stage door shall be considered the point of origin and point of return for purposes of calculating travel and other expenses for tours and local run-outs.

**6-8.04**

The NAC shall offer to transport, at its own expense, an artist whose residence is more than forty (40) kilometres from the point of origin. In the event that the artist chooses not to accept the NAC's designated means of transportation, s/he will assume his/her own travel expenses. If the artist travels to the point of origin by automobile, the NAC agrees to pay the artist thirty-seven cents (\$0.37) per kilometre from the artist's place of residence to the point of origin (NAC) and return. (Equity art. 1902)

**6-8.05**

For travel of less than forty (40) kilometres from the point of origin, and upon request of the artist, the NAC may reserve overnight accommodation for the artist. The artist shall make his/her own payment arrangements.

**6-8.06**

One (1) week before the start of a tour or run-out, the NAC shall submit a complete tour itinerary to the Union and shall remit two (2) copies to the artist.

**6-8.07**

When the NAC transports the artist at its own expense, the NAC shall also assume responsibility for the artist's personal baggage to a declared value of one thousand dollars (\$1,000.00) while the artist's baggage is under the NAC's care or control.

**6-8.08**

The NAC shall ensure that an automobile insurance policy with limits of not less than one million dollars (\$1,000,000.00), and statutory accident benefits is in place whenever an artist is transported in a vehicle owned, leased or rented by the NAC. The NAC shall maintain in force general liability insurance with limits of not less than one million dollars (\$1,000,000.00).

**6-8.09**

Maximum duration of overnight travel (defined as travel between midnight [00:00] and eight o'clock a.m. [(8:00)]) shall be two and one-half (2½) hours, except when the artist is traveling to the NAC or in the case of air travel over a distance of more than one thousand, six hundred (1,600) kilometres.

**6-8.10**

Except when touring outside North America, an artist shall not be required to travel between midnight (00:00) and eight o'clock a.m. (8:00), or between three o'clock a.m. (3:00) and eight o'clock a.m. (8:00) when returning to the point of origin.

**6-8.11**

The artist is entitled to a reasonable rest period before overnight travel. While on tour, overnight travel shall not be scheduled on any two (2) consecutive nights.

**6-8.12**

Outside its place of business, the NAC shall make provision for the artist's transportation between the hotel and workplace when these locations are separated by a distance of one and six-tenths of a kilometre (1.6 km) or more.

**6-8.13**

There will be no travel on a day of rest, except:

- a) when the artist is returning to the point of origin;
- b) with the written consent of the majority of the artists involved in a particular production. A copy of such consent shall be submitted to the Union upon request.

**6-8.14**

Travel calls shall not be made prior to nine o'clock in the morning (9:00 a.m.) if there was a performance the evening before, except in the event of airline, sea travel or other public transport scheduling constraints.

**6-8.15**

Travel time includes transfer time, waiting time and actual time in transit.

**6-8.16**

While on tour, the artist shall not be required to give more than eight (8) performances in any seven (7)-day period, nor more than two (2) performances on any one day.

**6-8.17**

Travel time shall be paid at the regular hourly rate for the artist's role or function. Travel on statutory holidays shall be paid at one and one-half (1½) times the regular hourly rate.

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## **ARTICLE 7-0.00 — SPECIAL PROVISIONS PERTAINING TO PRODUCTION**

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### **7-1.00      Publicity and promotion**

#### **7-1.01**

The NAC shall not permit the recording of any performance or rehearsal for promotional purposes without the consent of the artist(s) involved. Such consent shall not be unreasonably denied.

#### **7-1.02**

Any promotional broadcast of a concert shall not exceed three (3) minutes.

#### **7-1.03**

The NAC shall give the artist at least twenty-four (24) hours' advance notice of any photo call. The NAC may take photographs of the artist during the dress rehearsal and/or performance for archival purposes only.

#### **7-1.04**

The NAC may use photographs or illustrations of a specific artist in all communications in connection with the artist's engagement. Recognizable photographs and/or illustrations shall not be used without the express consent of the artist(s) depicted. Upon request from the NAC, the artist shall provide three (3) black and white or colour photographs at the time of signing the contract.

#### **7-1.05**

The NAC may use an excerpt from a previous concert to promote an upcoming concert if:

- a) the excerpt is from a work included on the programme of the upcoming concert;
- b) the performance date of the excerpt is indicated by an overprint or subtitle (radio excepted);
- c) the NAC has obtained the written agreement of the artists featured in the excerpt and has submitted a copy of that agreement to the Union; and
- d) the excerpt comprises only general views of the performance such that individual artists are not recognizable.

#### **7-1.06**

A photograph of a choir or chorus may be used in a house programme distributed to the public before the performance date provided that the choir members and the date the photograph was taken are clearly identified.

## **7-2.00 Recording**

### **7-2.01**

A maximum of five (5) minutes of rehearsal or performance may be recorded for presentation on a news or artistic affairs program or for promotional purposes. Usage rights shall expire two (2) weeks after the closing date of the performance or concert, unless extended by written consent of the artist.

### **7-2.02**

Unless otherwise agreed between the NAC and the Union, the NAC shall not record nor authorize the recording of any rehearsal or performance in whole or in part except as specified in Clauses 7-1.01, 7-2.01 and 7-2.03 of this Agreement.

The NAC shall not authorize the sound or video recording of a concert for future broadcast without a separate agreement with or prior approval of the Union.

### **7-2.03**

Performance(s) may be recorded by the NAC for the purposes of its archives. The Artist may submit a request in writing for an archival copy of the performance(s) subject to the conditions imposed by the Musicians of the National Arts Centre Orchestra through the American Federation of Musicians, Local 180; which state that any request for a copy of an archival recording by an outside party shall be submitted to the Orchestra Committee and the Local for approval.

### **7-2.04**

An Artist whose contract and contract rider provides for both public performance and broadcast by the CBC, where the rate for the recording and broadcast is not less than the applicable minimum fee in accordance with the CBC/ACTRA Radio Agreement, shall not be required to be engaged under an CBC/ACTRA contract.

### **7-2.05**

An artist's participation in a recorded performance is equivalent to his/her participation in a live performance.

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## **ARTICLE 8-0.00 — FEES**

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### **8-1.00      General provisions**

#### **8-1.01**

Performance and rehearsal fees shall be based on the artist's role or function and the seating capacity of the performance venue, as specified in Appendix A. When the same performance is presented in venues of different capacities, rehearsal time shall be paid at the rate specified for the venue with the highest seating capacity.

#### **8-1.02**

An artist performing in a concert with a running time of sixty (60) minutes or less and presented by the NAC as part of an educational programme (including but not limited to the Young Artists Programme, Conductors Programme, and Young Composers Programme) shall be remunerated at the rate specified for a venue of 1 to 499 seats. A maximum of three (3) concerts or performances per day or fifteen (15) in any seven (7)-day period shall be scheduled. The terms of this Agreement shall apply to professionals (teachers, coaches or master performers) engaged to participate in such concerts or performances.

#### **8-1.03**

Every engagement contract shall include a minimum of nine (9) hours of rehearsal, except in the case of student matinee performances (minimum of 5 hours of rehearsal) or revivals (minimum of 3 hours of rehearsal), and engagement contracts for a host (minimum of 5 hours) or narrator or master of ceremonies (minimum of 3 hours of rehearsal).

#### **8-1.04**

Work hours shall be calculated to the nearest one-half (½) hour.

#### **8-1.05**

An artist playing any additional role or part shall be paid in addition to his/her basic fee an amount equal to fifty percent (50%) of the artist's contracted fee for the first double, and twenty-five percent (25%) for the second and each subsequent double. For the purposes of this document, the leading role or primary position is the one with the highest pay.

#### **8-1.06**

An understudy shall be paid an amount equal to fifty percent (50%) of the basic fee of the artist s/he is understudying. When an understudy is required to perform, s/he shall be paid for each performance an additional amount equal to fifty percent (50%) of the basic fee of the artist s/he is understudying. Rehearsal hours shall be paid at the full basic fee of the artist s/he is understudying.

**8-1.07**

A deputy or choir director shall be paid at least the basic overtime hourly fee for a soloist, with a guaranteed minimum of two (2) hours.

Rehearsal hours shall be paid at the full basic hourly rate of the artist s/he is understudying.

**8-1.07 A**

The stand-in shall be paid at the overtime hourly rate for the role or function s/he is performing, with a guaranteed minimum of two (2) hours.

**8-1.08**

The NAC shall deduct the amounts paid to a replacement from the fee of the artist being replaced.

**8-1.09**

Overtime hours for soloists, artists in principal roles, hosts, narrators, masters of ceremonies and soloist (dancers Clause 1-1.19a) shall be paid at the following rates:

<b>Effective date</b>	<b>Hourly overtime rate</b>
01-09-2007	\$94.81
01-09-2008	\$97.18
01-09-2009	\$99.61
01-09-2010	\$102.10

**8-1.10**

Overtime hours for choir/soloists, solo dancers, and artists in secondary roles shall be paid at the following rates:

<b>Effective date</b>	<b>Hourly overtime rate</b>
01-09-2007	\$54.08
01-09-2008	\$55.43
01-09-2009	\$56.82
01-09-2010	\$58.24

**8-1.11**

Overtime hours for choristers (ensembles of 3 to 8 singers) and dancers shall be paid at the following rates:

<b>Effective date</b>	<b>Hourly overtime rate</b>
01-09-2007	\$36.43
01-09-2008	\$37.34
01-09-2009	\$38.27
01-09-2010	\$39.23



**8-1.12**

Overtime hours for choristers (ensembles of 9 singers or more) and artists in tertiary roles shall be paid at the following rates:

<b>Effective date</b>	<b>Hourly overtime rate</b>
01-09-2007	\$27.59
01-09-2008	\$28.28
01-09-2009	\$28.99
01-09-2010	\$29.71

However, the soloist replacement responsible for singing in practices is paid at the soloist's overtime rate.

**8-1.13**

The basic per-performance fee for soloists shall also apply to actors in principal roles, dancer soloists, narrators, masters of ceremonies and hosts. However, the soloist stand-in responsible for singing in rehearsals is paid at the soloist's overtime rate.

**8-1.14**

The basic per-performance fee for choir/soloists shall also apply to actors in secondary roles and solo dancers.

**8-1.15**

The basic per-performance fee for choristers (ensembles of 3 to 8 singers) shall also apply to actors in tertiary roles and dancers.

**8-1.16**

An artist's recorded performance during a live event shall be paid at the same rate as a live performance.

**8-2.00      Miscellaneous expenses**

**8-2.01**

For the purposes of Articles 6-8.00, the per diem including overnight accommodation shall apply when an artist's place of residence is more than one hundred (100) kilometres from the NAC's place of business. In such cases the NAC shall pay the artist the applicable per diem and shall cover the cost of his/her transportation to and from the NAC.

**8-2.02**

Except when the producer bears the cost of accommodation and meals, the NAC shall pay the artist a per diem for every twenty-four (24)-hour period calculated from the date and time of departure according to the following schedule:

Effective Date	PER DIEM AMOUNT
<b>INCLUDING OVERNIGHT ACCOMMODATION (≥ 100 KILOMETRES)</b>	
01-09-2007	\$205.00
01-09-2008	\$210.13
01-09-2009	\$215.38
01-09-2010	\$220.76
<b>MEALS ONLY, NO OVERNIGHT ACCOMMODATION (40-99 KILOMETRES)</b>	
01-09-2007	\$82.00
01-09-2008	\$84.05
01-09-2009	\$86.15
01-09-2010	\$88.31
On tour or run-out	An additional \$20.50 per day

### 8-2.03

For the purposes of Clauses 6-8.02, 6-8.03 and 6-8.05, for every one (1) hour of travel time (calculated to the nearest half-hour) the artist shall be paid an amount equal to fifty percent (50%) of his/her basic overtime hourly fee.

### 8-2.04

All per diem amounts payable by the NAC to the artist shall be in the currency of the location where the expenses are incurred, except when such currency is not convertible, in which case payment shall be in Canadian dollars. The NAC shall not withhold or deduct any amount from the artist's per diem without the artist's express written consent.

### 8-2.05

When on tour, for each non-service day the artist shall be paid an amount equal to fifty percent (50%) of his/her basic fee for a service day (see Appendix A, Fee Schedules). This clause does not apply when a non-service day falls on the artist's scheduled rest day.

### 8-2.06

Any additional matters pertaining to tours outside Canada shall be negotiated by and between the NAC and the Union.

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## **ARTICLE 9-0.00 — GRIEVANCES**

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### **9-1.00 Grievance procedure**

#### **9-1.01**

In the interest of the timely resolution of any differences between the parties arising from the interpretation and application of this Agreement while the Agreement is in force, the parties agree to comply with and be bound by the procedures specified in this Article.

Notwithstanding the foregoing, the parties may at any point in the process and by mutual consent attempt to resolve on their own terms the differences between them regarding the interpretation and application of this Agreement. A resolution so reached shall be documented in writing.

#### **9-1.02**

Both parties, namely, the Union and the NAC, shall be present at every step of the grievance and arbitration procedure.

#### **9-1.03**

Only the parties to this agreement shall be authorized to file grievances on behalf of themselves or their members.

Grievances must be filed in writing and must be dated and signed by the authorized representative of the grieving party.

#### **9-1.04**

The party raising the issue must do so with the other party within thirty (30) days of the incident or event giving rise to the dispute, or, if the grieving party can show failure to disclose, within thirty (30) days of the date the grieving party became aware of the incident or event.

The above time limit may be extended by mutual agreement in writing between the parties.

#### **9-1.05**

The grieving party shall state the grievance in writing, including particulars of the articles of this Agreement alleged to have been violated or misinterpreted together with the redress sought.

## **9-2.00 Joint Standing Committee**

### **9-2.01**

The Joint Standing Committee shall meet within thirty (30) days of the filing of a grievance.

### **9-2.02**

Failing settlement, the grievance shall be resolved by arbitration.

## **9-3.00 Arbitration**

### **9-3.01.01**

The party referring a grievance to arbitration must notify the other party in writing:

- a) within thirty (30) days of the meeting of the Joint Standing Committee at which the committee failed to resolve the grievance to the satisfaction of the grieving party; or
- b) if the respondent fails to appear at the initial meeting of the Joint Standing Committee, within thirty (30) days of the expiry of the twenty-one (21)-day period allowed for a second meeting; or
- c) within thirty (30) days of the violation of the resolution established between the parties.

### **9-3.01.02**

When the parties anticipate that the arbitration hearing can be completed within one day, the grievance may be referred to a single arbitrator selected from the list below in accordance with the established procedures for accelerated arbitration:

- Claude Foisy
- Brian Keller
- Claude Bendel
- Michel Picher

However, the party referring the grievance to arbitration may bypass the rule of alternation in order to select the arbitrator who can hear the matter most quickly. The Union and the NAC may also agree on any other arbitrator.

### **9-3.02.01**

In the event the NAC or the Union seeks to refer a grievance to arbitration, the request shall be made in writing directed to the other party and at the same time proposing the names of three (3) potential arbitrators:

- a) within thirty (30) days of the meeting of the Joint Standing Committee as specified in Clause 9-2.01 when the parties have failed to reach an agreement; or
- b) within thirty (30) days of the violation of the resolution established between the parties.

### **9-3.02.02**

The respondent has seven (7) days within which to respond to this suggestion. If there is no response within this time period, the grievance is submitted to one of the arbitrators named in section 9-3.01.02 who take turns hearing cases. However, the party referring the grievance to arbitration may bypass the rule of alternation in order to select the arbitrator who can hear the matter most quickly. The Union and the NAC may also agree on any other arbitrator.

### **9-3.03**

In the event that the arbitrator is unable to fulfil his/her duties by reason of resignation, death or other impediment, a replacement shall be appointed in accordance with established nomination procedures within fifteen (15) days of either party's becoming aware of the original arbitrator's incapacity. Said party shall so notify the other party immediately.

### **9-3.04**

The arbitrator shall appoint the date, time and place of the arbitration hearings in consultation with the parties.

### **9-3.05**

The arbitrator hears the parties, receives their evidence or, if applicable, notes their failure to submit evidence. S/he conducts the hearing under the rules of procedure and of evidence which s/he deems appropriate. S/he has the authority to render a decision on the matter at issue but cannot amend or modify this Agreement.

### **9-3.06**

In carrying out his/her duties, the arbitrator may:

- a) interpret a law or a regulation to the extent it is necessary to do so in order to rule on a grievance;
- b) allow or dismiss a grievance in whole or in part and determine the compensation for any loss suffered;
- c) set the amount due under the award s/he has rendered;
- d) order the payment of interest at the rate set by the regulation adopted under the *Income Tax Act* subsections 162(1) and 162(2) and under article 28 of the *Act Respecting the Ministère du Revenu* (R.S.Q., c. M-31), from the date of filing of the grievance;
- e) make any order which assists in the carrying out of his/her mandate.

### **9-3.07**

At any time before rendering his/her final award, an arbitrator may render any interim or interlocutory decision s/he believes will assist in the carrying out of his/her mandate. The arbitration award is final, executory and binds the parties.

### **9-3.08**

Any party who does not abide by an order of payment within ten (10) days of his/her receipt of the arbitration award must, over and above any other penalties which could be imposed by a civil tribunal, pay the grieving party a penalty of twenty-five dollars (\$25.00) per day.

### **9-3.09**

The expenses and fees of the arbitrator shall be jointly and equally borne by the NAC and the Union.

### **9-3.10**

The arbitrator will be advised, in writing, if a grievance of which s/he was seized has been settled in whole or in part, and will consider it in his/her award.

## **9-4.00      General provisions and arbitration**

### **9-4.01**

When calculating time limits or deadlines, the first day shall not be counted but the day of expiry shall be counted. Only business (working) days shall be counted.

### **9-4.02**

For purposes of calculating time limits or deadlines, the following days shall be considered statutory holidays:

- a) New Year's Day (January 1), January 2, Good Friday, Holy (Easter) Saturday, Easter Sunday, Christmas Day (December 25) and Boxing Day (December 26);
- b) the Ontario August civic holiday, Canada Day, Labour Day and Thanksgiving Day;
- c) Any other day proclaimed a statutory holiday by the federal or provincial government in the producer's place of business.

### **9-4.03**

For purposes of calculating time limits or deadlines, the following shall constitute *prima facie* evidence:

- a) For a document sent by registered mail, the date on the receipt issued by the issuing post office;
- b) For a document sent by certified mail, the date on the confirmation of receipt issued to and signed by the addressee;
- c) For a document sent by regular mail, the postmark on the envelope in which the document was sent.

### **9-4.04**

The grievance procedure specified in this Agreement shall apply to all disputes arising subsequent to the signature of this Agreement.

**9-4.05**

The French version is the official version and must take precedence when there are disputes with respect to the interpretation of this collective agreement.

**9-4.06**

Consistent with the NAC's commitment to the *Official Languages Act*, upon request, the Union or the NAC shall provide the artist with a copy of the collective agreement in the official language of his or her choice.

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## ARTICLE 10-0.00 — FINAL PROVISIONS

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### 10-1.00 Final provisions

#### 10-1.01

This Agreement shall take effect on September 1, 2007 and shall remain in full force and effect until August 31, 2011.

#### 10-1.02

Either party may, in the three (3) months immediately preceding the expiry date, issue a notice to the other party to begin bargaining.

#### 10-1.03

Neither party shall counsel, undertake or condone any strike or lockout for the duration of this Agreement.

The parties agree to be bound by the terms of this Agreement until such time as a new Agreement is signed.


#### 10-1.04


The preamble and appendices are an integral part of this Agreement.

IN WITNESS WHEREOF, the parties have signed at Toronto this \_\_\_\_ day of \_\_\_\_\_, 2008.


For

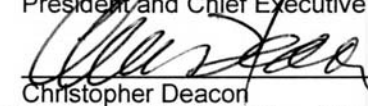
UNION DES ARTISTES

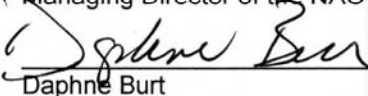
  
Raymond Legault  
Président

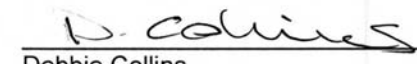
  
Parise Mongrain  
Secrétaire générale

NATIONAL ARTS CENTRE  
MUSIC DEPARTMENT

  
Peter A. Herrndorf  
President and Chief Executive Officer

  
Christopher Deacon  
Managing Director of the NAC Orchestra

  
Daphne Burt  
Artistic Planning Manager of the NAC  
Orchestra

  
Debbie Collins  
Director of Human Resources



## **NEGOTIATORS**

**For**

**UNION DES ARTISTES**

**NATIONAL ARTS CENTRE  
MUSIC DEPARTMENT**

**Marco Dufour  
Conseiller à la négociation**

**Marie-Esther Caron  
Human Resources Manager**

**Daphne Burt  
Artistic Planning Manager of the NAC  
Orchestra**

**Édition électronique  
Sonia Houtarde**

**Douglas (Pace) Sturdevant  
Manager, Artistic Training and Outreach**

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## APPENDICES

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APPENDIX A	Fee schedules
APPENDIX B	Engagement contract
APPENDIX C	Notice of additional performances
APPENDIX D	Notice of intention to exercise an option to extend
APPENDIX E	Notice of revival of stage production/concert
APPENDIX F	Caisse de sécurité des artistes (CSA) remittance form

## APPENDIX A Fee Schedules

### Performance venue with 1 to 499 seats

SOLOIST		Seating capacity: 1–499					
Hours included	Effective date	Number of performances					
		1	2	3	4	5	6
1 to 9	01-09-2007	460.75	298.62	244.58	221.58	198.62	193.23
	01-09-2008	472.27	306.09	250.69	227.12	203.59	198.06
	01-09-2009	484.07	313.74	256.96	232.80	208.68	203.02
	01-09-2010	496.17	321.58	263.38	238.62	213.90	208.09
10 to 19	01-09-2007	794.50	460.75	354.00	298.62	264.83	244.58
	01-09-2008	814.36	472.27	362.85	306.09	271.45	250.69
	01-09-2009	834.72	484.07	371.93	313.74	278.24	256.96
	01-09-2010	855.59	496.17	381.22	321.58	285.19	263.38
20 to 29	01-09-2007	1,126.91	632.36	460.75	385.08	339.15	298.62
	01-09-2008	1,155.08	648.17	472.27	394.71	347.63	306.09
	01-09-2009	1,183.96	664.38	484.07	404.58	356.32	313.74
	01-09-2010	1,213.55	680.99	496.17	414.69	365.23	321.58
30 to 39	01-09-2007	1,449.83	794.50	575.61	460.75	404.00	354.00
	01-09-2008	1,486.08	814.36	590.00	472.27	414.10	362.85
	01-09-2009	1,523.23	834.72	604.75	484.07	424.46	371.93
	01-09-2010	1,561.31	855.59	619.87	496.17	435.07	381.22
40 to 49	01-09-2007	1,778.17	956.64	687.78	545.87	460.75	410.76
	01-09-2008	1,822.62	980.56	704.97	559.52	472.27	421.03
	01-09-2009	1,868.19	1,005.07	722.59	573.51	484.07	431.55
	01-09-2010	1,914.89	1,030.20	740.66	587.85	496.17	442.34
50 to 59	01-09-2007	2,105.16	1,126.91	794.50	632.36	532.37	460.75
	01-09-2008	2,157.78	1,155.08	814.36	648.17	545.68	472.27
	01-09-2009	2,211.73	1,183.96	834.72	664.38	559.33	484.07
	01-09-2010	2,267.02	1,213.55	855.59	680.99	573.31	496.17
60 to 69	01-09-2007	2,440.26	1,298.50	905.30	720.19	594.52	526.95
	01-09-2008	2,501.26	1,330.96	927.93	738.19	609.38	540.13
	01-09-2009	2,563.80	1,364.24	951.13	756.64	624.62	553.63
	01-09-2010	2,627.89	1,398.34	974.91	775.56	640.23	567.47

*Note: Fees listed are per performance, in Canadian dollars.*

CHORUS/SOLOIST		Seating capacity: 1–499					
Hours included	Effective date	Number of performances					
		1	2	3	4	5	6
1 to 9	01-09-2007	281.04	185.10	149.99	132.41	124.32	121.61
	01-09-2008	288.07	189.73	153.74	135.72	127.43	124.65
	01-09-2009	295.27	194.48	157.58	139.11	130.62	127.76
	01-09-2010	302.65	199.34	161.52	142.59	133.88	130.96
10 to 19	01-09-2007	475.62	281.04	216.19	185.10	159.44	149.99
	01-09-2008	487.51	288.07	221.60	189.73	163.42	153.74
	01-09-2009	499.70	295.27	227.14	194.48	167.51	157.58
	01-09-2010	512.19	302.65	232.82	199.34	171.70	161.52
20 to 29	01-09-2007	668.85	375.63	305.37	231.06	198.62	185.10
	01-09-2008	685.57	385.02	313.00	236.83	203.59	189.73
	01-09-2009	702.71	394.65	320.83	242.75	208.68	194.48
	01-09-2010	720.28	404.51	328.85	248.82	213.90	199.34
30 to 39	01-09-2007	874.23	475.62	343.21	281.04	243.22	216.19
	01-09-2008	896.09	487.51	351.79	288.07	249.30	221.60
	01-09-2009	918.49	499.70	360.59	295.27	255.54	227.14
	01-09-2010	941.45	512.19	369.60	302.65	261.92	232.82
40 to 49	01-09-2007	1,066.09	468.87	410.76	339.15	281.04	244.58
	01-09-2008	1,092.74	480.59	421.03	347.63	288.07	250.69
	01-09-2009	1,120.06	492.60	431.55	356.32	295.27	256.96
	01-09-2010	1,148.06	504.92	442.34	365.23	302.65	263.38
50 to 59	01-09-2007	1,267.41	668.85	475.62	375.63	318.88	281.04
	01-09-2008	1,299.10	685.57	487.51	385.02	326.85	288.07
	01-09-2009	1,331.58	702.71	499.70	394.65	335.02	295.27
	01-09-2010	1,364.86	720.28	512.19	404.51	343.40	302.65
60 to 69	01-09-2007	1,457.94	772.88	543.18	436.43	354.00	406.70
	01-09-2008	1,494.39	792.20	556.76	447.35	362.85	416.87
	01-09-2009	1,531.75	812.01	570.68	458.53	371.93	427.29
	01-09-2010	1,570.04	832.31	584.94	469.99	381.22	437.97

*Note: Fees listed are per performance, in Canadian dollars.*

<b>CHORISTER</b> (ensemble of 3 to 8 singers)		Seating capacity: 1–499					
Hours included	Effective date	Number of performances					
		1	2	3	4	5	6
1 to 9	01-09-2007	216.19	133.77	121.61	101.33	97.29	83.78
	01-09-2008	221.60	137.12	124.65	103.86	99.73	85.88
	01-09-2009	227.14	140.54	127.76	106.46	102.22	88.03
	01-09-2010	232.82	144.06	130.96	109.12	104.77	90.23
10 to 19	01-09-2007	354.00	216.19	159.44	133.77	124.32	121.61
	01-09-2008	362.85	221.60	163.42	137.12	127.43	124.65
	01-09-2009	371.93	227.14	167.51	140.54	130.62	127.76
	01-09-2010	381.22	232.82	171.70	144.06	133.88	130.96
20 to 29	01-09-2007	514.80	286.45	216.19	179.71	154.04	133.77
	01-09-2008	527.67	293.61	221.60	184.21	157.89	137.12
	01-09-2009	540.86	300.95	227.14	188.81	161.84	140.54
	01-09-2010	554.38	308.47	232.82	193.53	165.88	144.06
30 to 39	01-09-2007	658.04	354.00	263.49	216.19	182.40	159.44
	01-09-2008	674.49	362.85	270.07	221.60	186.96	163.42
	01-09-2009	691.35	371.93	276.83	227.14	191.63	167.51
	01-09-2010	708.64	381.22	283.75	232.82	196.42	171.70
40 to 49	01-09-2007	802.61	437.79	314.83	255.38	216.19	189.16
	01-09-2008	822.67	448.73	322.70	261.76	221.60	193.89
	01-09-2009	843.24	459.95	330.77	268.31	227.14	198.74
	01-09-2010	864.32	471.45	339.04	275.01	232.82	203.71
50 to 59	01-09-2007	945.84	514.80	354.00	286.45	243.22	216.19
	01-09-2008	969.49	527.67	362.85	293.61	249.30	221.60
	01-09-2009	993.72	540.86	371.93	300.95	255.54	227.14
	01-09-2010	1,018.57	554.38	381.22	308.47	261.92	232.82
60 to 69	01-09-2007	1,102.58	587.78	410.76	322.94	279.70	243.22
	01-09-2008	1,130.15	602.47	421.03	331.01	286.69	249.30
	01-09-2009	1,158.40	617.53	431.55	339.29	293.86	255.54
	01-09-2010	1,187.36	632.97	442.34	347.77	301.21	261.92

*Note: Fees listed are per performance, in Canadian dollars.*

<b>CHORISTER</b> (ensemble of 9 singers or more)		Seating capacity: 1–499					
Hours included	Effective date	Number of performances					
		1	2	3	4	5	6
1 to 9	01-09-2007	133.77	97.29	72.97	71.61	63.50	63.50
	01-09-2008	137.12	99.73	74.79	73.40	65.09	65.09
	01-09-2009	140.54	102.22	76.66	75.23	66.71	66.71
	01-09-2010	144.06	104.77	78.58	77.11	68.38	68.38
10 to 19	01-09-2007	243.22	133.77	106.74	97.29	79.72	72.97
	01-09-2008	249.30	137.12	109.41	99.73	81.72	74.79
	01-09-2009	255.54	140.54	112.15	102.22	83.76	76.66
	01-09-2010	261.92	144.06	114.95	104.77	85.85	78.58
20 to 29	01-09-2007	341.85	193.23	133.77	124.32	101.33	97.29
	01-09-2008	350.39	198.06	137.12	127.43	103.86	99.73
	01-09-2009	359.15	203.02	140.54	130.62	106.46	102.22
	01-09-2010	368.13	208.09	144.06	133.88	109.12	104.77
30 to 39	01-09-2007	437.79	243.22	179.71	133.77	124.32	106.74
	01-09-2008	448.73	249.30	184.21	137.12	127.43	109.41
	01-09-2009	459.95	255.54	188.81	140.54	130.62	112.15
	01-09-2010	471.45	261.92	193.53	144.06	133.88	114.95
40 to 49	01-09-2007	539.14	293.21	204.05	174.31	133.77	125.67
	01-09-2008	552.62	300.54	209.15	178.67	137.12	128.81
	01-09-2009	566.43	308.06	214.38	183.14	140.54	132.03
	01-09-2010	580.59	315.76	219.74	187.71	144.06	135.33
50 to 59	01-09-2007	640.47	341.85	243.22	193.23	159.44	133.77
	01-09-2008	656.48	350.39	249.30	198.06	163.42	137.12
	01-09-2009	672.90	359.15	255.54	203.02	167.51	140.54
	01-09-2010	689.72	368.13	261.92	208.09	171.70	144.06
60 to 69	01-09-2007	732.35	394.54	279.70	221.58	182.40	154.04
	01-09-2008	750.66	404.41	286.69	227.12	186.96	157.89
	01-09-2009	769.43	414.52	293.86	232.80	191.63	161.84
	01-09-2010	788.66	424.88	301.21	238.62	196.42	165.88

*Note: Fees listed are per performance, in Canadian dollars.*

## Performance venue with 500 to 999 seats

SOLOIST		Seating capacity: 500–999					
Regular hours included	Effective date	Number of performances					
		1	2	3	4	5	6
1 to 9	01-09-2007	620.21	404.00	322.94	293.21	264.83	255.38
	01-09-2008	635.71	414.10	331.01	300.54	271.45	261.76
	01-09-2009	651.60	424.46	339.29	308.06	278.24	268.31
	01-09-2010	667.90	435.07	347.77	315.76	285.19	275.01
10 to 19	01-09-2007	1,059.34	620.21	474.27	404.00	354.00	322.94
	01-09-2008	1,085.82	635.71	486.12	414.10	362.85	331.01
	01-09-2009	1,112.97	651.60	498.28	424.46	371.93	339.29
	01-09-2010	1,140.79	667.90	510.73	435.07	381.22	347.77
20 to 29	01-09-2007	1,495.76	843.14	620.21	514.80	447.25	404.00
	01-09-2008	1,533.16	864.22	635.71	527.67	458.43	414.10
	01-09-2009	1,571.48	885.83	651.60	540.86	469.89	424.46
	01-09-2010	1,610.77	907.97	667.90	554.38	481.64	435.07
30 to 39	01-09-2007	1,930.85	1,059.34	766.14	620.21	532.37	474.27
	01-09-2008	1,979.13	1,085.82	785.29	635.71	545.68	486.12
	01-09-2009	2,028.60	1,112.97	804.92	651.60	559.33	498.28
	01-09-2010	2,079.32	1,140.79	825.04	667.90	573.31	510.73
40 to 49	01-09-2007	2,398.37	1,272.83	914.76	729.64	620.21	543.18
	01-09-2008	2,458.33	1,304.66	937.63	747.88	635.71	556.76
	01-09-2009	2,519.78	1,337.27	961.07	766.57	651.60	570.68
	01-09-2010	2,582.78	1,370.70	985.10	785.74	667.90	584.94
50 to 59	01-09-2007	2,814.53	1,495.76	1,059.34	843.14	712.08	620.21
	01-09-2008	2,884.89	1,533.16	1,085.82	864.22	729.88	635.71
	01-09-2009	2,957.01	1,571.48	1,112.97	885.83	748.13	651.60
	01-09-2010	3,030.94	1,610.77	1,140.79	907.97	766.83	667.90
60 to 69	01-09-2007	3,253.67	1,714.67	1,203.91	941.77	794.50	698.57
	01-09-2008	3,335.01	1,757.54	1,234.01	965.31	814.36	716.03
	01-09-2009	3,418.38	1,801.48	1,264.86	989.45	834.72	733.93
	01-09-2010	3,503.84	1,846.51	1,296.48	1,014.18	855.59	752.28

*Note: Fees listed are per performance, in Canadian dollars.*

CHORUS/SOLOIST		Seating capacity: 500–999					
Regular hours included	Effective date	Number of performances					
		1	2	3	4	5	6
1 to 9	01-09-2007	374.29	243.22	198.62	179.71	159.44	154.04
	01-09-2008	383.65	249.30	203.59	184.21	163.42	157.89
	01-09-2009	393.24	255.54	208.68	188.81	167.51	161.84
	01-09-2010	403.07	261.92	213.90	193.53	171.70	165.88
10 to 19	01-09-2007	632.36	374.29	286.45	243.22	216.19	198.62
	01-09-2008	648.17	383.65	293.61	249.30	221.60	203.59
	01-09-2009	664.38	393.24	300.95	255.54	227.14	208.68
	01-09-2010	680.99	403.07	308.47	261.92	232.82	213.90
20 to 29	01-09-2007	903.95	508.04	374.29	306.72	264.83	243.22
	01-09-2008	926.55	520.74	383.65	314.39	271.45	249.30
	01-09-2009	949.71	533.76	393.24	322.25	278.24	255.54
	01-09-2010	973.45	547.10	403.07	330.30	285.19	261.92
30 to 39	01-09-2007	1,163.38	632.36	466.16	374.29	318.88	286.45
	01-09-2008	1,192.46	648.17	477.81	383.65	326.85	293.61
	01-09-2009	1,222.27	664.38	489.76	393.24	335.02	300.95
	01-09-2010	1,252.83	680.99	502.00	403.07	343.40	308.47
40 to 49	01-09-2007	1,425.50	766.14	545.87	437.79	374.29	339.15
	01-09-2008	1,461.14	785.29	559.52	448.73	383.65	347.63
	01-09-2009	1,497.66	804.92	573.51	459.95	393.24	356.32
	01-09-2010	1,535.11	825.04	587.85	471.45	403.07	365.23
50 to 59	01-09-2007	1,694.40	893.13	632.36	508.04	422.92	374.29
	01-09-2008	1,736.76	915.46	648.17	520.74	433.49	383.65
	01-09-2009	1,780.18	938.35	664.38	533.76	444.33	393.24
	01-09-2010	1,824.68	961.81	680.99	547.10	455.43	403.07
60 to 69	01-09-2007	1,957.87	1,247.16	729.64	570.21	475.62	412.12
	01-09-2008	2,006.82	1,278.34	747.88	584.46	487.51	422.42
	01-09-2009	2,056.99	1,310.30	766.57	599.07	499.70	432.99
	01-09-2010	2,108.42	1,343.05	785.74	614.05	512.19	443.81

*Note: Fees listed are per performance, in Canadian dollars.*



<b>CHORISTER</b> (ensemble of 3 to 8 singers)		Seating capacity: 500–999					
Regular hours included	Effective date	Number of performances					
		1	2	3	4	5	6
1 to 9	01-09-2007	281.04	182.40	149.99	132.41	124.32	121.61
	01-09-2008	288.07	186.96	153.74	135.72	127.43	124.65
	01-09-2009	295.27	191.63	157.58	139.11	130.62	127.76
	01-09-2010	302.65	196.42	161.52	142.59	133.88	130.96
10 to 19	01-09-2007	475.62	281.04	216.19	182.40	159.44	149.99
	01-09-2008	487.51	288.07	221.60	186.96	163.42	153.74
	01-09-2009	499.70	295.27	227.14	191.63	167.51	157.58
	01-09-2010	512.19	302.65	232.82	196.42	171.70	161.52
20 to 29	01-09-2007	668.85	375.63	281.04	231.06	198.62	182.40
	01-09-2008	685.57	385.02	288.07	236.83	203.59	186.96
	01-09-2009	702.71	394.65	295.27	242.75	208.68	191.63
	01-09-2010	720.28	404.51	302.65	248.82	213.90	196.42
30 to 39	01-09-2007	872.87	475.62	343.21	281.04	243.22	216.19
	01-09-2008	894.69	487.51	351.79	288.07	249.30	221.60
	01-09-2009	917.06	499.70	360.59	295.27	255.54	227.14
	01-09-2010	939.98	512.19	369.60	302.65	261.92	232.82
40 to 49	01-09-2007	1,066.09	597.22	410.76	339.15	281.04	244.58
	01-09-2008	1,092.74	612.15	421.03	347.63	288.07	250.69
	01-09-2009	1,120.06	627.45	431.55	356.32	295.27	256.96
	01-09-2010	1,148.06	643.14	442.34	365.23	302.65	263.38
50 to 59	01-09-2007	1,267.41	668.85	475.62	375.63	318.88	281.04
	01-09-2008	1,299.10	685.57	487.51	385.02	326.85	288.07
	01-09-2009	1,331.58	702.71	499.70	394.65	335.02	295.27
	01-09-2010	1,364.86	720.28	512.19	404.51	343.40	302.65
60 to 69	01-09-2007	1,459.29	772.88	543.18	436.43	354.00	314.83
	01-09-2008	1,495.77	792.20	556.76	447.35	362.85	322.70
	01-09-2009	1,533.17	812.01	570.68	458.53	371.93	330.77
	01-09-2010	1,571.50	832.31	584.94	469.99	381.22	339.04

*Note: Fees listed are per performance, in Canadian dollars.*

<b>CHORISTER</b> (ensemble of 9 singers or more)		Seating capacity: 500–999					
Regular hours included	Effective date	Number of performances					
		1	2	3	4	5	6
1 to 9	01-09-2007	189.16	124.32	101.33	83.78	79.72	79.72
	01-09-2008	193.89	127.43	103.86	85.88	81.72	81.72
	01-09-2009	198.74	130.62	106.46	88.03	83.76	83.76
	01-09-2010	203.71	133.88	109.12	90.23	85.85	85.85
10 to 19	01-09-2007	318.88	189.16	149.99	124.32	109.44	101.33
	01-09-2008	326.85	193.89	153.74	127.43	112.18	103.86
	01-09-2009	335.02	198.74	157.58	130.62	114.98	106.46
	01-09-2010	343.40	203.71	161.52	133.88	117.85	109.12
20 to 29	01-09-2007	451.30	255.38	189.16	154.04	132.41	124.32
	01-09-2008	462.58	261.76	193.89	157.89	135.72	127.43
	01-09-2009	474.14	268.31	198.74	161.84	139.11	130.62
	01-09-2010	486.00	275.01	203.71	165.88	142.59	133.88
30 to 39	01-09-2007	587.78	318.88	231.06	189.16	159.44	149.99
	01-09-2008	602.47	326.85	236.83	193.89	163.42	153.74
	01-09-2009	617.53	335.02	242.75	198.74	167.51	157.58
	01-09-2010	632.97	343.40	248.82	203.71	171.70	161.52
40 to 49	01-09-2007	722.89	385.08	281.04	221.58	189.16	172.96
	01-09-2008	740.96	394.71	288.07	227.12	193.89	177.28
	01-09-2009	759.49	404.58	295.27	232.80	198.74	181.71
	01-09-2010	778.48	414.69	302.65	238.62	203.71	186.26
50 to 59	01-09-2007	844.51	451.30	318.88	255.38	216.19	189.16
	01-09-2008	865.62	462.58	326.85	261.76	221.60	193.89
	01-09-2009	887.26	474.14	335.02	268.31	227.14	198.74
	01-09-2010	909.44	486.00	343.40	275.01	232.82	203.71
60 to 69	01-09-2007	978.27	516.15	370.22	286.45	243.22	216.19
	01-09-2008	1,002.73	529.05	379.48	293.61	249.30	221.60
	01-09-2009	1,027.80	542.28	388.96	300.95	255.54	227.14
	01-09-2010	1,053.49	555.84	398.69	308.47	261.92	232.82

*Note: Fees listed are per performance, in Canadian dollars.*

Performance venue with 1,000 to 1,999 seats

SOLOIST		Seating capacity: 1,000–1,999					
Regular hours included	Effective date	Number of performances					
		1	2	3	4	5	6
1 to 9	01-09-2007	732.35	475.62	376.98	343.21	318.88	306.72
	01-09-2008	750.66	487.51	386.41	351.79	326.85	314.39
	01-09-2009	769.43	499.70	396.07	360.59	335.02	322.25
	01-09-2010	788.66	512.19	405.97	369.60	343.40	330.30
10 to 19	01-09-2007	1,267.41	733.70	570.21	475.62	422.92	391.85
	01-09-2008	1,299.10	752.04	584.46	487.51	433.49	401.64
	01-09-2009	1,331.58	770.84	599.07	499.70	444.33	411.68
	01-09-2010	1,364.86	790.11	614.05	512.19	455.43	421.98
20 to 29	01-09-2007	1,797.08	1,007.99	732.35	578.32	532.37	475.62
	01-09-2008	1,842.01	1,033.18	750.66	592.77	545.68	487.51
	01-09-2009	1,888.06	1,059.01	769.43	607.59	559.33	499.70
	01-09-2010	1,935.26	1,085.49	788.66	622.78	573.31	512.19
30 to 39	01-09-2007	2,321.35	1,267.41	916.10	733.70	640.47	570.21
	01-09-2008	2,379.38	1,299.10	939.01	752.04	656.48	584.46
	01-09-2009	2,438.87	1,331.58	962.48	770.84	672.90	599.07
	01-09-2010	2,499.84	1,364.86	986.54	790.11	689.72	614.05
40 to 49	01-09-2007	2,842.91	1,526.85	1,095.83	872.87	733.70	658.04
	01-09-2008	2,913.98	1,565.02	1,123.22	894.69	752.04	674.49
	01-09-2009	2,986.83	1,604.15	1,151.30	917.06	770.84	691.35
	01-09-2010	3,061.50	1,644.25	1,180.09	939.98	790.11	708.64
50 to 59	01-09-2007	3,372.57	1,797.08	1,267.41	1,007.99	843.14	733.70
	01-09-2008	3,456.88	1,842.01	1,299.10	1,033.18	864.22	752.04
	01-09-2009	3,543.30	1,888.06	1,331.58	1,059.01	885.83	770.84
	01-09-2010	3,631.89	1,935.26	1,364.86	1,085.49	907.97	790.11
60 to 69	01-09-2007	3,892.79	2,053.81	1,447.15	1,135.00	945.84	836.39
	01-09-2008	3,990.11	2,105.16	1,483.32	1,163.38	969.49	857.30
	01-09-2009	4,089.86	2,157.79	1,520.41	1,192.46	993.72	878.73
	01-09-2010	4,192.10	2,211.73	1,558.42	1,222.27	1,018.57	900.70

*Note: Fees listed are per performance, in Canadian dollars.*

CHORUS/SOLOIST		Seating capacity: 1,000–1,999					
Regular hours included	Effective date	Number of performances					
		1	2	3	4	5	6
1 to 9	01-09-2007	451.30	293.21	225.65	216.19	193.23	189.16
	01-09-2008	462.58	300.54	231.30	221.60	198.06	193.89
	01-09-2009	474.14	308.06	237.08	227.14	203.02	198.74
	01-09-2010	486.00	315.76	243.00	232.82	208.09	203.71
10 to 19	01-09-2007	766.14	451.30	343.21	293.21	263.49	225.65
	01-09-2008	785.29	462.58	351.79	300.54	270.07	231.30
	01-09-2009	804.92	474.14	360.59	308.06	276.83	237.08
	01-09-2010	825.04	486.00	369.60	315.76	283.75	243.00
20 to 29	01-09-2007	1,085.01	608.04	451.30	374.29	318.88	293.21
	01-09-2008	1,112.14	623.24	462.58	383.65	326.85	300.54
	01-09-2009	1,139.94	638.82	474.14	393.24	335.02	308.06
	01-09-2010	1,168.44	654.79	486.00	403.07	343.40	315.76
30 to 39	01-09-2007	1,391.73	766.14	548.59	451.30	385.08	343.21
	01-09-2008	1,426.53	785.29	562.31	462.58	394.71	351.79
	01-09-2009	1,462.19	804.92	576.36	474.14	404.58	360.59
	01-09-2010	1,498.75	825.04	590.77	486.00	414.69	369.60
40 to 49	01-09-2007	1,709.26	920.16	662.08	532.37	451.30	404.00
	01-09-2008	1,751.99	943.17	678.63	545.68	462.58	414.10
	01-09-2009	1,795.79	966.75	695.60	559.33	474.14	424.46
	01-09-2010	1,840.69	990.91	712.99	573.31	486.00	435.07
50 to 59	01-09-2007	2,029.49	1,085.01	766.14	608.04	514.80	451.30
	01-09-2008	2,080.23	1,112.14	785.29	623.24	527.67	462.58
	01-09-2009	2,132.23	1,139.94	804.92	638.82	540.86	474.14
	01-09-2010	2,185.54	1,168.44	825.04	654.79	554.38	486.00
60 to 69	01-09-2007	2,345.67	1,241.76	872.87	687.78	578.32	508.04
	01-09-2008	2,404.31	1,272.80	894.69	704.97	592.77	520.74
	01-09-2009	2,464.42	1,304.62	917.06	722.59	607.59	533.76
	01-09-2010	2,526.03	1,337.24	939.98	740.66	622.78	547.10

*Note: Fees listed are per performance, in Canadian dollars.*

<b>CHORISTER</b> (ensemble of 3 to 8 singers)		Seating capacity: 1,000–1,999					
Regular hours included	Effective date	Number of performances					
		1	2	3	4	5	6
1 to 9	01-09-2007	341.85	222.96	182.40	159.44	149.99	133.77
	01-09-2008	350.39	228.53	186.96	163.42	153.74	137.12
	01-09-2009	359.15	234.25	191.63	167.51	157.58	140.54
	01-09-2010	368.13	240.10	196.42	171.70	161.52	144.06
10 to 19	01-09-2007	578.32	341.85	263.49	222.96	193.23	182.40
	01-09-2008	592.77	350.39	270.07	228.53	198.06	186.96
	01-09-2009	607.59	359.15	276.83	234.25	203.02	191.63
	01-09-2010	622.78	368.13	283.75	240.10	208.09	196.42
20 to 29	01-09-2007	812.06	460.75	341.85	281.04	243.22	222.96
	01-09-2008	832.36	472.27	350.39	288.07	249.30	228.53
	01-09-2009	853.17	484.07	359.15	295.27	255.54	234.25
	01-09-2010	874.50	496.17	368.13	302.65	261.92	240.10
30 to 39	01-09-2007	1,053.94	578.32	413.46	341.85	293.21	263.49
	01-09-2008	1,080.28	592.77	423.80	350.39	300.54	270.07
	01-09-2009	1,107.29	607.59	434.40	359.15	308.06	276.83
	01-09-2010	1,134.97	622.78	445.26	368.13	315.76	283.75
40 to 49	01-09-2007	1,298.50	698.57	522.91	406.70	341.85	298.62
	01-09-2008	1,330.96	716.03	535.99	416.87	350.39	306.09
	01-09-2009	1,364.24	733.93	549.39	427.29	359.15	313.74
	01-09-2010	1,398.34	752.28	563.12	437.97	368.13	321.58
50 to 59	01-09-2007	1,522.80	812.06	578.32	460.75	385.08	341.85
	01-09-2008	1,560.87	832.36	592.77	472.27	394.71	350.39
	01-09-2009	1,599.89	853.17	607.59	484.07	404.58	359.15
	01-09-2010	1,639.89	874.50	622.78	496.17	414.69	368.13
60 to 69	01-09-2007	1,761.95	939.08	658.04	516.15	436.43	375.63
	01-09-2008	1,806.00	962.56	674.49	529.05	447.35	385.02
	01-09-2009	1,851.15	986.63	691.35	542.28	458.53	394.65
	01-09-2010	1,897.43	1,011.29	708.64	555.84	469.99	404.51

*Note: Fees listed are per performance, in Canadian dollars.*

<b>CHORISTER</b> (ensemble of 9 singers or more)		Seating capacity: 1,000–1,999					
Regular hours included	Effective date	Number of performances					
		1	2	3	4	5	6
1 to 9	01-09-2007	225.65	149.99	124.32	109.44	101.33	91.88
	01-09-2008	231.30	153.74	127.43	112.18	103.86	94.18
	01-09-2009	237.08	157.58	130.62	114.98	106.46	96.53
	01-09-2010	243.00	161.52	133.88	117.85	109.12	98.95
10 to 19	01-09-2007	385.08	225.65	179.71	149.99	132.41	124.32
	01-09-2008	394.71	231.30	184.21	153.74	135.72	127.43
	01-09-2009	404.58	237.08	188.81	157.58	139.11	130.62
	01-09-2010	414.69	243.00	193.53	161.52	142.59	133.88
20 to 29	01-09-2007	543.18	306.72	225.65	189.16	159.44	149.99
	01-09-2008	556.76	314.39	231.30	193.89	163.42	153.74
	01-09-2009	570.68	322.25	237.08	198.74	167.51	157.58
	01-09-2010	584.94	330.30	243.00	203.71	171.70	161.52
30 to 39	01-09-2007	702.62	385.08	281.04	225.65	193.23	179.71
	01-09-2008	720.18	394.71	288.07	231.30	198.06	184.21
	01-09-2009	738.19	404.58	295.27	237.08	203.02	188.81
	01-09-2010	756.64	414.69	302.65	243.00	208.09	193.53
40 to 49	01-09-2007	856.65	466.16	339.15	264.83	225.65	198.62
	01-09-2008	878.07	477.81	347.63	271.45	231.30	203.59
	01-09-2009	900.02	489.76	356.32	278.24	237.08	208.68
	01-09-2010	922.52	502.00	365.23	285.19	243.00	213.90
50 to 59	01-09-2007	1,016.10	543.18	385.08	306.72	263.49	225.65
	01-09-2008	1,041.51	556.76	394.71	314.39	270.07	231.30
	01-09-2009	1,067.54	570.68	404.58	322.25	276.83	237.08
	01-09-2010	1,094.23	584.94	414.69	330.30	283.75	243.00
60 to 69	01-09-2007	1,175.53	620.25	437.79	343.21	293.21	255.38
	01-09-2008	1,204.92	635.75	448.73	351.79	300.54	261.76
	01-09-2009	1,235.04	651.65	459.95	360.59	308.06	268.31
	01-09-2010	1,265.92	667.94	471.45	369.60	315.76	275.01

*Note: Fees listed are per performance, in Canadian dollars.*

Performance venue with 2,000 seats or more

SOLOIST		Seating capacity: 2,000+					
Regular hours included	Effective date	Number of performances					
		1	2	3	4	5	6
1 to 9	01-09-2007	918.81	594.52	485.08	436.43	452.65	375.63
	01-09-2008	941.78	609.38	497.21	447.35	463.97	385.02
	01-09-2009	965.32	624.62	509.64	458.53	475.57	394.65
	01-09-2010	989.46	640.23	522.38	469.99	487.45	404.51
10 to 19	01-09-2007	1,582.24	918.81	712.08	594.52	532.37	485.08
	01-09-2008	1,621.80	941.78	729.88	609.38	545.68	497.21
	01-09-2009	1,662.34	965.32	748.13	624.62	559.33	509.64
	01-09-2010	1,703.90	989.46	766.83	640.23	573.31	522.38
20 to 29	01-09-2007	2,238.93	1,259.33	918.81	763.43	662.08	594.52
	01-09-2008	2,294.90	1,290.81	941.78	782.52	678.63	609.38
	01-09-2009	2,352.27	1,323.08	965.32	802.08	695.60	624.62
	01-09-2010	2,411.08	1,356.16	989.46	822.13	712.99	640.23
30 to 39	01-09-2007	2,896.95	1,339.04	1,144.45	918.81	794.50	715.32
	01-09-2008	2,969.37	1,372.52	1,173.06	941.78	814.36	733.20
	01-09-2009	3,043.61	1,406.83	1,202.39	965.32	834.72	751.53
	01-09-2010	3,119.70	1,442.00	1,232.45	989.46	855.59	770.32
40 to 49	01-09-2007	3,554.99	1,914.65	1,368.75	1,136.36	918.81	820.18
	01-09-2008	3,643.86	1,962.51	1,402.97	1,164.76	941.78	840.69
	01-09-2009	3,734.96	2,011.58	1,438.05	1,193.88	965.32	861.71
	01-09-2010	3,828.33	2,061.87	1,474.00	1,223.73	989.46	883.25
50 to 59	01-09-2007	3,923.47	2,113.11	1,510.65	1,254.13	1,014.04	905.19
	01-09-2008	4,021.56	2,165.94	1,548.41	1,285.48	1,039.39	927.82
	01-09-2009	4,122.10	2,220.09	1,587.12	1,317.62	1,065.38	951.01
	01-09-2010	4,225.15	2,275.59	1,626.80	1,350.56	1,092.01	974.79
60 to 69	01-09-2007	4,330.18	2,332.13	1,667.22	1,384.14	1,119.17	999.02
	01-09-2008	4,438.44	2,390.43	1,708.90	1,418.74	1,147.15	1,023.99
	01-09-2009	4,549.40	2,450.20	1,751.63	1,454.21	1,175.82	1,049.59
	01-09-2010	4,663.13	2,511.45	1,795.42	1,490.57	1,205.22	1,075.83

*Note: Fees listed are per performance, in Canadian dollars.*

CHORUS/SOLOIST		Seating capacity: 2,000+					
Regular hours included	Effective date	Number of performances					
		1	2	3	4	5	6
1 to 9	01-09-2007	548.59	354.00	293.21	263.49	243.22	225.65
	01-09-2008	562.31	362.85	300.54	270.07	249.30	231.30
	01-09-2009	576.36	371.93	308.06	276.83	255.54	237.08
	01-09-2010	590.77	381.22	315.76	283.75	261.92	243.00
10 to 19	01-09-2007	945.84	548.59	422.92	354.00	318.88	293.21
	01-09-2008	969.49	562.31	433.49	362.85	326.85	300.54
	01-09-2009	993.72	576.36	444.33	371.93	335.02	308.06
	01-09-2010	1,018.57	590.77	455.43	381.22	343.40	315.76
20 to 29	01-09-2007	1,340.39	759.37	548.59	460.75	404.00	354.00
	01-09-2008	1,373.90	778.36	562.31	472.27	414.10	362.85
	01-09-2009	1,408.25	797.81	576.36	484.07	424.46	371.93
	01-09-2010	1,443.46	817.76	590.77	496.17	435.07	381.22
30 to 39	01-09-2007	1,740.34	945.84	687.78	548.59	475.62	422.92
	01-09-2008	1,783.85	969.49	704.97	562.31	487.51	433.49
	01-09-2009	1,828.44	993.72	722.59	576.36	499.70	444.33
	01-09-2010	1,874.15	1,018.57	740.66	590.77	512.19	455.43
40 to 49	01-09-2007	2,136.23	1,144.45	820.18	658.04	548.59	485.08
	01-09-2008	2,189.64	1,173.06	840.69	674.49	562.31	497.21
	01-09-2009	2,244.38	1,202.39	861.71	691.35	576.36	509.64
	01-09-2010	2,300.49	1,232.45	883.25	708.64	590.77	522.38
50 to 59	01-09-2007	2,517.27	1,340.39	945.84	759.37	640.47	548.59
	01-09-2008	2,580.20	1,373.90	969.49	778.36	656.48	562.31
	01-09-2009	2,644.70	1,408.25	993.72	797.81	672.90	576.36
	01-09-2010	2,710.82	1,443.46	1,018.57	817.76	689.72	590.77
60 to 69	01-09-2007	2,926.68	1,544.41	1,085.01	848.55	722.89	620.21
	01-09-2008	2,999.85	1,583.02	1,112.14	869.76	740.96	635.71
	01-09-2009	3,074.85	1,622.59	1,139.94	891.50	759.49	651.60
	01-09-2010	3,151.72	1,663.16	1,168.44	913.79	778.48	667.90

*Note: Fees listed are per performance, in Canadian dollars.*




<b>CHORISTER</b> (ensemble of 3 to 8 singers)		Seating capacity: 2,000+					
Regular hours included	Effective date	Number of performances					
		1	2	3	4	5	6
1 to 9	01-09-2007	413.46	279.70	222.96	198.62	182.40	179.71
	01-09-2008	423.80	286.69	228.53	203.59	186.96	184.21
	01-09-2009	434.40	293.86	234.25	208.68	191.63	188.81
	01-09-2010	445.26	301.21	240.10	213.90	196.42	193.53
10 to 19	01-09-2007	720.19	413.46	318.88	279.70	243.22	222.96
	01-09-2008	738.19	423.80	326.85	286.69	249.30	228.53
	01-09-2009	756.64	434.40	335.02	293.86	255.54	234.25
	01-09-2010	775.56	445.26	343.40	301.21	261.92	240.10
20 to 29	01-09-2007	1,013.40	570.21	413.46	345.91	298.62	279.70
	01-09-2008	1,038.73	584.46	423.80	354.55	306.09	286.69
	01-09-2009	1,064.70	599.07	434.40	363.42	313.74	293.86
	01-09-2010	1,091.32	614.05	445.26	372.50	321.58	301.21
30 to 39	01-09-2007	1,307.95	720.19	516.15	413.46	362.13	318.88
	01-09-2008	1,340.65	738.19	529.05	423.80	371.19	326.85
	01-09-2009	1,374.17	756.64	542.28	434.40	380.47	335.02
	01-09-2010	1,408.52	775.56	555.84	445.26	389.98	343.40
40 to 49	01-09-2007	1,603.86	863.41	616.14	499.95	413.46	374.29
	01-09-2008	1,643.95	884.99	631.54	512.45	423.80	383.65
	01-09-2009	1,685.05	907.12	647.33	525.26	434.40	393.24
	01-09-2010	1,727.18	929.80	663.51	538.40	445.26	403.07
50 to 59	01-09-2007	1,901.13	1,013.40	720.19	570.21	475.62	413.46
	01-09-2008	1,948.66	1,038.73	738.19	584.46	487.51	423.80
	01-09-2009	1,997.37	1,064.70	756.64	599.07	499.70	434.40
	01-09-2010	2,047.31	1,091.32	775.56	614.05	512.19	445.26
60 to 69	01-09-2007	2,192.99	1,159.33	812.06	641.81	539.14	474.27
	01-09-2008	2,247.81	1,188.31	832.36	657.86	552.62	486.12
	01-09-2009	2,304.01	1,218.02	853.17	674.31	566.43	498.28
	01-09-2010	2,361.61	1,248.47	874.50	691.16	580.59	510.73

*Note: Fees listed are per performance, in Canadian dollars.*

<b>CHORISTER</b> (ensemble of 9 singers or more)		Seating capacity: 2,000+					
Regular hours included	Effective date	Number of performances					
		1	2	3	4	5	6
1 to 9	01-09-2007	281.06	182.40	149.99	132.41	124.32	121.61
	01-09-2008	288.08	186.96	153.74	135.72	127.43	124.65
	01-09-2009	295.28	191.63	157.58	139.11	130.62	127.76
	01-09-2010	302.67	196.42	161.52	142.59	133.88	130.96
10 to 19	01-09-2007	475.62	281.04	216.19	182.40	159.44	149.99
	01-09-2008	487.51	288.07	221.60	186.96	163.42	153.74
	01-09-2009	499.70	295.27	227.14	191.63	167.51	157.58
	01-09-2010	512.19	302.65	232.82	196.42	171.70	161.52
20 to 29	01-09-2007	668.85	375.63	281.04	231.06	198.62	182.40
	01-09-2008	685.57	385.02	288.07	236.83	203.59	186.96
	01-09-2009	702.71	394.65	295.27	242.75	208.68	191.63
	01-09-2010	720.28	404.51	302.65	248.82	213.90	196.42
30 to 39	01-09-2007	872.87	475.62	343.21	281.04	243.22	216.19
	01-09-2008	894.69	487.51	351.79	288.07	249.30	221.60
	01-09-2009	917.06	499.70	360.59	295.27	255.54	227.14
	01-09-2010	939.98	512.19	369.60	302.65	261.92	232.82
40 to 49	01-09-2007	1,066.09	578.32	410.76	339.15	281.04	243.22
	01-09-2008	1,092.74	592.77	421.03	347.63	288.07	249.30
	01-09-2009	1,120.06	607.59	431.55	356.32	295.27	255.54
	01-09-2010	1,148.06	622.78	442.34	365.23	302.65	261.92
50 to 59	01-09-2007	1,267.41	668.85	475.62	375.63	318.88	281.04
	01-09-2008	1,299.10	685.57	487.51	385.02	326.85	288.07
	01-09-2009	1,331.58	702.71	499.70	394.65	335.02	295.27
	01-09-2010	1,364.86	720.28	512.19	404.51	343.40	302.65
60 to 69	01-09-2007	1,459.29	772.88	543.18	436.43	347.25	314.83
	01-09-2008	1,495.77	792.20	556.76	447.35	355.93	322.70
	01-09-2009	1,533.17	812.01	570.68	458.53	364.83	330.77
	01-09-2010	1,571.50	832.31	584.94	469.99	373.95	339.04

*Note: Fees listed are per performance, in Canadian dollars.*

# APPENDIX B Engagement contract



**Union des artistes**  
1441, boul. René-Lévesque Ouest  
Bureau 400  
Montreal (Quebec) H3G 1T7  
Telephone : (514) 288-6682  
Canada : 1-877-288-6982  
Télécopieur : (514) 285-6797  
www.uniondesartistes.com

**CONTRAT D'ENGAGEMENT POUR UN SPECTACLE ET/OU UN CONCERT AVEC LE DÉPARTEMENT DE MUSIQUE DU CENTRE NATIONAL DES ARTS/ENGAGEMENT CONTRACT NATIONAL ARTS CENTRE MUSIC DEPARTMENT**

Ce contrat est assujéti aux termes et conditions de l'entente collective négociée entre l'Union des artistes et le département de musique du Centre national des Arts / This contract is subject to the effective terms and conditions of the collective agreement between Union des artistes and the National Arts Centre Music Department.

**CNA-** \_\_\_\_\_

**ENTRE/BETWEEN**

Nom du producteur/Producer \_\_\_\_\_

Adresse/Address \_\_\_\_\_

(ci-après dénommé le PRODUCTEUR, d'une part/hereafter called the PRODUCER, party of the first part)

**ET/AND**

Nom de l'artiste/Artist \_\_\_\_\_

Société commerciale (s'il y a lieu)/Business name (if applicable) \_\_\_\_\_

Adresse/Address \_\_\_\_\_

(ci-après dénommé l'ARTISTE, d'autre part/hereafter called the ARTIST, party of the second part)

N° d'artiste UDA/LGA membership number \_\_\_\_\_ ou/lr N° de permis UDA/LGA permit number \_\_\_\_\_

N° d'assurance sociale/S.I.N. \_\_\_\_\_

Il n'est pas nécessaire que l'artiste soit inscrit à la TPS pour faire un spectacle. Pour l'artiste inscrit : N° TPS/Registration for GST is not a condition of engagement. For registered artist : GST registration number \_\_\_\_\_

1. Le producteur engage l'artiste à titre de/ The Producer hereby engages the Artist for the following function pour tenir le rôle de/ to perform the role of dans son concert intitulé/ in the production entitled de/ by \_\_\_\_\_ heures de répétition./ hours of rehearsal.
2. Le producteur assure à l'artiste/ The producer guarantees the Artist \_\_\_\_\_
3. Le producteur assure à l'artiste/ The Producer guarantees the Artist \_\_\_\_\_ représentation(s) pour la/les périodes suivantes :/ performance(s) during the following period:
  - dans la ville du siège social du producteur, pour un seul endroit, dans une salle de/ in the municipality of the Producer's place of business, in one location only, in a performance venue with sièges, dans la période du/ seats, from \_\_\_\_\_ au/ to \_\_\_\_\_
  - hors de la ville du siège social du producteur, pour un seul endroit, dans une salle de/ outside the municipality of the Producer's place of business, in one location only, in a performance venue with sièges, dans la période du/ seats, from \_\_\_\_\_ au/ to \_\_\_\_\_
  - pour plusieurs endroits (en tournée ou en sortie) dans la période du/ in several locations and venues (on tour or run-out) from \_\_\_\_\_ au/ to \_\_\_\_\_
4. Le producteur prend option pour/ The Producer reserves the right to exercise an option for \_\_\_\_\_ représentation(s) pour la/les périodes suivantes :/ performance(s) during the following periods:
  - dans la ville du siège social du producteur, pour un seul endroit, dans une salle de/ in the municipality of the Producer's place of business, in one location only, in a performance venue with sièges, dans la période du/ seats, from \_\_\_\_\_ au/ to \_\_\_\_\_
  - hors de la ville du siège social du producteur, pour un seul endroit, dans une salle de/ outside the municipality of the Producer's place of business, in one location only, in a performance venue with sièges, dans la période du/ seats, from \_\_\_\_\_ au/ to \_\_\_\_\_
  - pour plusieurs endroits (en tournée ou en sortie) dans la période du/ in several locations and venues (on tour or run-out) from \_\_\_\_\_ au/ to \_\_\_\_\_
5. Le producteur paiera à l'artiste les frais de séjour suivants :/ The Producer agrees to pay to the Artist the following per diem allowances: \_\_\_\_\_
6. Clauses particulières :/ Special clauses: \_\_\_\_\_
7. A) Le producteur paiera à l'artiste un cachet horaire de (en lettres)/ A) The producer agrees to pay the Artist a hourly fee of (in letters) \_\_\_\_\_ dollars (\$) pour les répétitions./ for the rehearsals.  
B) Le producteur paiera à l'artiste un cachet de (en lettres)/ B) The producer agrees to pay the Artist a fee of (in letters) \_\_\_\_\_ dollars (\$) par représentation./ per performance.
8.  Ce contrat comporte une ou plusieurs annexes et elles en font partie intégrante./ The rider(s) hereto shall be considered an integral part of this contract.

CALCUL DU CACHET/CALCULATION OF FEE		SOMMES À REMETTRE À LA CAISSE DE SÉCURITÉ DES ARTISTES/ AMOUNT TO BE REMITTED TO CAISSE DE SÉCURITÉ DES ARTISTES			
Heures de répétition à/ Hours of rehearsal at _____	\$ = _____ \$	DEDUCTIONS À LA SOURCE/ DEDUCTIONS AT SOURCE		CONTRIBUTIONS DU PRODUCTEUR/ PRODUCER'S CONTRIBUTION	
Représentations à/ Performances at _____	\$ = _____ \$	Cotisation syndicale/ Union dues (2.5%) _____	Caisse de sécurité/ Caisse de sécurité (2%) _____	Caisse de sécurité/ Caisse de sécurité (9%) _____	Fonds COPAR/ COPAR funds (4%) _____
Heures supplémentaires (s'il y a lieu) à/ Overtime hours (if necessary) at _____	\$ = _____ \$				
<b>CACHET TOTAL/ TOTAL FEE</b> _____	<b>\$</b> _____				
<b>DEDUCTIONS À LA SOURCE</b> - Moins 2,5% - Cotisation syndicale/ - Minus 2.5% - Union dues _____	\$ _____				
<b>DEDUCTIONS À LA SOURCE</b> - Moins 2% - Caisse de sécurité/ - Minus 2% - Caisse de sécurité _____	\$ _____				
<b>CACHET NET</b> à remettre directement à l'artiste/ <b>NET FEE</b> to sent to the artist _____	\$ _____				
LES CHEQUES DE CACHET NET DOIVENT ÊTRE FAITS À L'ORDRE DE L'ARTISTE ET REMIS DIRECTEMENT À L'ARTISTE/CHEQUES FOR NET FEES SHOULD BE MADE OUT TO THE PERFORMER AND SENT TO THE ARTIST		Les déductions à la source et les contributions du producteur doivent être expédiées à l'Union des artistes/ aide du formulaire de remise à la Caisse de sécurité des artistes et d'un cheque à l'ordre de la Caisse de sécurité des artistes / Deductions at source and producer's contribution must be sent to Union des artistes with the Remittance form for Caisse de sécurité des artistes and a cheque payable to Caisse de sécurité des artistes			

EN FOI DE QUOI, les parties ont signé à/ IN WITNESS WHEREOF, the parties have signed at \_\_\_\_\_ ce/ this \_\_\_\_\_ ième jour du mois de/ day of the month of \_\_\_\_\_ de l'année 20/ in the year 20 \_\_\_\_\_

Signature du producteur/Authorized Signature for Producer \_\_\_\_\_ Signature de l'artiste/Artist Signature \_\_\_\_\_

TROIS (3) EXEMPLAIRES DE CE CONTRAT DOIVENT ÊTRE SIGNÉS : 1<sup>er</sup> COPIE : UDA - 2<sup>e</sup> COPIE : ARTISTE - 3<sup>e</sup> COPIE : PRODUCTEUR/ THIS CONTRACT MUST BE COMPLETED IN TRIPLICATE. COPY 1 : UDA - COPY 2 : ARTIST - COPY 3 : PRODUCER

UDA 189A 05-2005



# APPENDIX D Notice of intention to exercise an option to extend



Union des artistes  
1441, boul. René-Lévesque Ouest  
Bureau 400  
Montréal (Québec)  
H3G 1T8  
Tél. : 514 288-6682  
Canada : 1 877 288-6682  
Télec. : 514 285-6797  
www.uniondesartistes.com

## AVIS DE LEVÉE D'OPTION SPECTACLE SUR SCÈNE/ NOTICE OF INTENTION TO EXERCISE AN OPTION TO EXTEND STAGE PRODUCTION

Entente visée :/ \_\_\_\_\_  
*Applicable agreement:* \_\_\_\_\_  
Nom du producteur :/ \_\_\_\_\_  
*Name of Producer:* \_\_\_\_\_  
Titre de la production :/ \_\_\_\_\_  
*Title of production:* \_\_\_\_\_  
Date de la dernière représentation garantie :/ \_\_\_\_\_  
*Date of last guaranteed performance:* \_\_\_\_\_

Description des options levées :/ *Details of extension:*

Dates/ <i>Dates</i>	Jours/ <i>Days</i>	Heures/ <i>Hours</i>	Lieux/ <i>Locations</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Le producteur déclare en avoir avisé l'artiste en date du/ \_\_\_\_\_  
*The Producer declares having notified the Artist on (date)*

\_\_\_\_\_  
*Date/Date*

X \_\_\_\_\_  
*Signature du producteur/Authorized signature for Producer*

# APPENDIX E Notice of revival of stage production/concert



Union des artistes  
1441, boul. René-Lévesque Ouest  
Bureau 400  
Montréal (Québec)  
H3G 1T7  
Tel. : (514) 288-6682  
Canada : 1-877-288-6682  
Téléco. : (514) 285-6797  
www.uniondesartistes.com

## REPRISE D'UN SPECTACLE ET/OU D'UN CONCERT SUR SCÈNE/ NOTICE OF REVIVAL OF STAGE PRODUCTION/CONCERT

Avenant au contrat n° : \_\_\_\_\_  
*Rider of contract number :* \_\_\_\_\_  
 Entente visée : \_\_\_\_\_  
*Applicable agreement :* \_\_\_\_\_  
 Nom du producteur : \_\_\_\_\_  
*Name of Producer :* \_\_\_\_\_

1. Titre de la production : \_\_\_\_\_  
*Title of production :* \_\_\_\_\_

2. Date de la dernière représentation garantie : \_\_\_\_\_  
*Date of last guaranteed performance :* \_\_\_\_\_

3. Le producteur assure à l'artiste/ \_\_\_\_\_ représentation(s) pour la/les périodes suivantes :/  
*The producer guarantees the Artist performance(s) during the following period :*

dans la ville du siège social du producteur, pour un seul endroit, dans une salle de \_\_\_\_\_ sièges,  
*in the municipality of the Producer's place of business, in one location, in a performance venue with seats,*  
 dans la période du/ \_\_\_\_\_ au/ \_\_\_\_\_ ;  
*from to ;*

hors de la ville du siège social du producteur, pour un seul endroit, dans une salle de \_\_\_\_\_ sièges,  
*outside the municipality of the Producer's place of business, in one location, in a performance venue with seats,*  
 dans la période du/ \_\_\_\_\_ au/ \_\_\_\_\_ ;  
*from to ;*

pour plusieurs endroits (en tournée ou en sortie) dans la période du/ \_\_\_\_\_  
*in several locations and venues (on tour or run-out) from*  
 au/ \_\_\_\_\_ ;  
*to ;*

4. Le producteur prend option pour/ \_\_\_\_\_ représentation(s) pour la/les périodes suivantes :/  
*The producer reserves the right to exercise an option for performance(s) during the following periods :*

dans la ville du siège social du producteur, pour un seul endroit, dans une salle de \_\_\_\_\_ sièges,  
*in the municipality of the Producer's place of business, in one location, in a performance venue with seats,*  
 dans la période du/ \_\_\_\_\_ au/ \_\_\_\_\_ ;  
*from to ;*

hors de la ville du siège social du producteur, pour un seul endroit, dans une salle de \_\_\_\_\_ sièges,  
*outside the municipality of the Producer's place of business, in one location, in a performance venue with seats,*  
 dans la période du/ \_\_\_\_\_ au/ \_\_\_\_\_ ;  
*from to ;*

pour plusieurs endroits (en tournée ou en sortie) dans la période du/ \_\_\_\_\_  
*in several locations and venues (on tour or run-out) from*  
 au/ \_\_\_\_\_ ;  
*to ;*

5. Frais de séjour :/ \_\_\_\_\_  
*Per diem allowances :* \_\_\_\_\_

6. L'artiste fournira au producteur : a) \_\_\_\_\_ heures de répétition/  
*The Artist agrees that this contract includes a) hours of rehearsal*  
 b) \_\_\_\_\_ heures supplémentaires/  
*b) overtime hours*

7. Clauses particulières :/ \_\_\_\_\_  
*Special clauses :* \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

8. Le producteur paiera à l'artiste un cachet de/ \_\_\_\_\_  
*The producer agrees to pay to the Artist*  
 \_\_\_\_\_ 100 DOLLARS/ ( \_\_\_\_\_ , \_\_\_\_\_ \$) par représentation./  
*DOLLARS per performance.*

9. L'annexe ou les annexes font partie intégrante du contrat./  
*The rider(s) hereto shall be considered an integral part of this contract.*

EN FOI DE QUOI, les parties ont signé à \_\_\_\_\_ ce \_\_\_\_\_ jour  
*IN WITNESS WHEREOF, the parties have signed at this day*  
 du mois de \_\_\_\_\_ de l'année 20 \_\_\_\_\_ ;  
*of the month of in the year 20 ;*

Signature du producteur/Authorized Signature for Producer \_\_\_\_\_  
 Signature de l'artiste/Artist Signature \_\_\_\_\_

TROIS (3) EXEMPLAIRES DE CE FORMULAIRE DOIVENT ÊTRE SIGNÉS : 1<sup>er</sup> COPIE : UDA - 2<sup>e</sup> COPIE : ARTISTE - 3<sup>e</sup> COPIE : PRODUCTEUR/  
 UDA XX 05-2005 THIS CONTRACT MUST BE COMPLETED IN TRIPPLICATE: COPY 1: UDA - COPY 2: ARTIST - COPY 3: PRODUCER





