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OVERVIEW

The **Dance•Opera•Theatre Policy (DOT)** is Equity's multidisciplinary Policy under which a member of Canadian Actors' Equity Association (Equity) may be engaged to participate in **Dance**, **Opera** and **Theatre** productions/activities produced by companies, groups, organizations or individuals ("Engager") that are not regularly adhered to one of Equity's negotiated scale agreements.

Members of ACTRA/UBCP, Union des Artistes (UDA) or any other professional artists' association or union are required to be signed to a **DOT** engagement contract in accordance with this Policy, unless otherwise agreed to by Equity, and/or may be required to join Equity as per the applicable Reciprocal Agreement. If there is no Reciprocal Agreement in place between Equity and another professional artists' association or union, any affiliated Artist may be required to join Equity, at Equity's sole discretion.

Non-affiliated Artists participating in a production/activity under the terms of this Policy may choose to be engaged on a **DOT** engagement contract, and therefore be afforded all of the protections of this Policy and the **DOT** engagement contract, such as minimum fees, working terms and conditions, touring provisions, etc. Any non-affiliated Artist interested in being engaged under this Policy should discuss his/her choice with the Engager, and if the Engager agrees, the Engager will confirm the agreement in the request to engage Equity members (see Article 1). Non-affiliated Artists will accumulate credit towards joining Equity for engagements under this Policy, and any filing fees deducted and remitted will be applied toward the joining fees, as per Clause 15(i) of Equity's Constitution and Bylaws, if and when the Artist joins Equity.

An Engager who wishes to engage Equity members, members of any other professional artists' association or union, or non-affiliated Artists choosing to be contracted under this Policy ("Artists"), is required to submit a request to engage these Artists. It should be noted that permission is not automatic, and Artists may not begin work until arrangements are completed, and a **DOT** engagement contract is signed and filed with Equity. All Equity members must be in good standing with Equity before starting work.

In circumstances where an Engager wishes to engage Artists for a production/activity that is to be presented by a company that regularly engages Equity members under a negotiated scale agreement, such as the Canadian Theatre Agreement (CTA), the Opera Agreement (OPA), other negotiated opera agreements or a negotiated ballet agreement) or the Independent Theatre Agreement (ITA), the Engager must engage the Artists under terms and conditions comparable to those of the presenting company.

Theatre for Young Audiences (TYA) is a theatre production/activity that the Engager has targeted to schools or groups of students and for which the Engager provides a group discount to the school groups and/or study guide materials. Productions/activities which are considered by Equity to be TYA are not permitted under this Policy.

The engagement of Equity stage management may be required if the number of Equity performers exceeds fifty percent (50%) of the cast.

For productions, the standard minimum engagement period for a Performer is two (2) weeks; two (2) weeks for a Stage Manager (not including prep) and one (1) week for a Director or Choreographer. Fight Directors may be engaged on an hourly basis. For development activities, concerts, showcase or festival presentations or other non-standard or casual activities, hourly or daily fees may apply.

The engagement week (workweek) runs from Monday through Sunday inclusive.

There is a processing fee of sixty-five dollars (\$65.00) for each **DOT** engagement contract. This processing fee is paid by the Engager. The processing fee may be waived for development activities, concerts, showcase or festival presentations or other non-standard or casual activities, or engagements of less than the standard minimum period.

Productions/activities which are multidisciplinary in nature will be contracted under the terms and conditions of the predominant discipline of the work (i.e., a work which is predominantly Dance, but which requires an actor or an opera singer, will be contracted under Schedule A Dance).

Please contact an Equity Business Representative early in your project development to discuss the production's or activity's eligibility under this Policy so that we can assist you in contracting Artists.

EDUCATIONAL INSTITUTIONS

(A) Full-time or Part-time Faculty or Staff

Equity members who are full-time or part-time faculty or staff on contract at an accredited educational institution may request to work without reference to an Equity contract when required to participate in a production or activity as part of their contractual obligations. We encourage faculty/staff members to submit requests by email, regular mail or fax for each academic year, or on a production-by-production basis, whichever the Artist prefers.

(B) Students

Equity members who are full-time or part-time students in an accredited educational institution may request to work without reference to an Equity contract when participation in a production/activity is a requirement for the completion of his/her academic coursework.

(C) Non-Faculty Engagements

Accredited post-secondary educational institutions (universities, colleges, etc.) may engage Artists for non-faculty engagements under the terms of this Policy with the following variances to the standard requirements of this Policy:

- The Artist may be paid by institutional cheque or direct deposit, in accordance with the usual accounting practises and payment timelines of the institution.
- The educational institution may remit amounts owing to Equity in accordance with the usual accounting practice and payment timelines of the institution and such amounts may be remitted by institutional cheque.
- The educational institution will not be required to post standard security or prepay the Artist.
- It is understood that rehearsal and performance schedules may not strictly adhere to the provisions of this Policy. The Artist and the institution will discuss a mutually acceptable schedule, and will inform Equity of any special arrangements or schedule considerations.
- Attendance at faculty/staff meetings, classroom activities, marking or contributing to a student's mark or other similar activities may be negotiated for separately and should be included as a rider to the Artist's **DOT** engagement contract.

Minimum fees for each discipline (**D**ance, **O**pera or **T**heatre) are found in the applicable Schedule. All other provisions of this Policy not specifically amended above continue to apply.

SELF-ENGAGING

An Equity member who is the producer of, and wishes to participate in, a production or activity that meets the requirements of this Policy may request to self-engage. A self-engaging member is required to make arrangements with Equity, have a **DOT** engagement contract which the member signs as both Engager and Artist, and remit the applicable dues and benefits deductions to Equity. Self-engaging members are not required to submit proof of payment to themselves (in the case of a prepayment) or post security for their own engagements (in cases where a bond is posted). The processing fee does not apply to self-engagements.

Equity members producing their own work may also engage other Artists under the terms of this Policy, and in such cases all provisions of this Policy apply.

Equity members who wish to self-engage should contact an Equity Business Representative to discuss the needs of their activity and to ensure all appropriate arrangements are put into place.

1. REQUEST TO ENGAGE

Requests to engage Equity members (or other Artists with or without professional affiliation(s)) under the terms of this Policy may be submitted by email, fax or regular mail. To ensure that arrangements are in place in a timely fashion, please ensure your complete request is submitted at least four (4) weeks prior to the start of rehearsals, and include the following in your request:

- The full legal name of the engaging entity (i.e., company name or individual name), and confirmation of complete contact information, including mailing address, email address, telephone and fax numbers and website information, as well as name and position of the contact person.
- Information describing the nature of the organization, including its mandate and corporate structure.
- The name and nature of the production/activity.
- The maximum potential weekly box office calculations (see Clause 5(B)).
- A complete cast and production team list, including all Performers, Directors, Stage Managers, Fight Directors and Choreographers, whether they are known to be Equity or not. It is important that names are accurate and spelled correctly; inaccurate information may delay the processing of your request.
- A schedule for rehearsals and performances, and confirmation of the start and end dates for each Artist.
- The proposed fee to each Artist, either weekly or total.
- The proposed return travel and accommodation (if accommodation is to be provided by the Engager) arrangements for any Artists who reside outside of the Engager's point of origin (see Clause 5(I)).
- In cases of touring activities, the request must also include a touring itinerary, proposed travel and accommodation arrangements, and proposed daily expense allowance (per diem) amounts (see Article 16).
- The Security option chosen, either prepayment or the posting of standard security (see Article 2).

2. SECURITY AND PAYMENT METHODS

An Engager has two options for providing the required security to engage Artists under the terms of this Policy. The preferred option must be included in the request to engage.

(A) Prepayment

Engagers may prepay an engagement under the terms of this Policy. Prepayment means that all dues and benefits deductions, processing fees and/or other amounts are paid to Equity in advance and the Artist is paid his/her entire net fee, and any other applicable amounts, upon the signing of the **DOT** engagement contract.

Engagers wishing to prepay will be required to submit their prepayment calculations to Equity. Equity will confirm these calculations back to the Engager.

Once the fees are agreed upon, the calculations for the prepayment amounts (both to Equity and to the Artist) can be done. The calculations should confirm the total contractual fee, which is comprised of the agreed upon fee (either weekly or total) plus any pre-arranged amounts for overtime or additional duties. The calculations should also detail the amount to be deducted in full from the Artist's fee (see Article 3). This amount will be prepaid to Equity along with the applicable processing fee.

Also, in the case where an Artist is not in good standing, any back dues or assessments owing will also need to be deducted from the Artist's fee and remitted to Equity on the Artist's behalf. Equity will advise the Engager should any such amounts need to be included with the prepayment to Equity.

The net fee payable to the Artist is the total contractual fee, as outlined above, minus all applicable deductions. The applicable service tax payable to the registered Artist, and/or vacation pay payable to stage management Artists, is calculated on the total contractual fee. Other amounts, such as per diem and/or travel expense reimbursement, may also be added to the payment to the Artist.

Equity Business Reps are available to assist you in your prepayment calculations.

Equity will release **DOT** engagement contracts to an Engager upon receipt of the prepayment to Equity and proof of payment to the Artist for his/her net fee and other amounts, if any.

The prepayment to Equity must be in the form of a certified cheque or money order.

Payment may be made to the Artist by certified cheque, money order, email money transfer or direct deposit, or in some instances Equity may agree to a cash payment. The payment must include any amounts, as applicable, for pre-arranged overtime, additional duties, service taxes, daily expense allowance (per diem) amounts and reimbursement for any return travel expenses in cases where the out-of-town Artist has booked and paid for his/her own return travel.

(B) Standard Security

(i) Bond Calculation

Engagers wishing to post standard security (bond) must remit to Equity an amount equal to two (2) weeks' negotiated contractual fees for each Artist, plus an amount equal to the applicable provincial service taxes (GST/HST) and a refundable bookkeeping fee of one hundred dollars (\$100.00). If the engagement is less than two (2) weeks, please contact an Equity Business Representative for confirmation of the appropriate amount.

Additionally, funds to cover the return transportation for any out-of-town Artist (including the actual transportation cost, estimated ground transportation costs and checked bag fees) must also be included in the bond. Alternatively, should the Engager provide round-trip transportation and any associated costs directly to the Artist in advance of the engagement, the cost of the transportation may be omitted from the bond. Equity will require proof of the booked arrangements paid for by the Engager in such a case.

For any touring productions or activities, the bond must also include funds to cover the daily expense allowance (per diem) amount to be paid to the Artist for a period of two (2) weeks. Should the tour be less than two (2) weeks, the amount will be equal to the total daily expense allowance (per diem) amount paid to the Artist.

Standard security may be posted by way of certified cheque, money order, or Bank Letter of Credit. The wording of the Letter of Credit is precise and exact, and may not be altered in any way, except that an expiry date may be included, provided the expiry date occurs at least two (2) months after the close of a season or production/activity. Please contact Equity for sample wording.

(ii) Payment to the Artist

Where an Engager wishes to post standard security, the Artist will be paid weekly by certified cheque, money order, direct deposit or email money transfer on Thursday of each week, by the end of rehearsal or at the half-hour call when in performance.

GST/HST must be paid to the registered Artist with the Artist's weekly fee. The applicable service tax is calculated on the negotiated contractual fee, as well as any other compensation for additional duties/overtime, etc. GST/HST cannot be included in the negotiated contractual fee.

The Engager will deduct working dues, RRSP contributions and weekly insurance premiums as directed by Equity from the fees payable to the Artist, and remit these amounts to Equity.

(iii) Invoices

Invoices for remittances will be mailed to the Engager in the first week after the commencement of work and every two (2) weeks thereafter. The invoices will cover two (2) week periods based on a Monday to Sunday workweek or part thereof. The Engager will correct any errors or omissions and remit payment to Equity, along with any supporting documentation if there are changes, within two (2) weeks of receipt of the invoice. Payments which do not reach the Equity office within twenty-five (25) days of the date of issue of the invoice will be assessed a two percent (2%) interest charge, compounded monthly.

(iv) Return of Security

Engagers who post standard security may request return of their posted security at the end of the production/activity. Requests for the return of security must be submitted in writing and may be submitted by email, regular mail or fax to the Business Representative who handled the arrangements for the production/activity. Equity will release the posted security upon receipt of the Engager's request and following receipt by Equity of confirmation from the Artist(s) which clearly states that all contractual obligations have been met and upon confirmation by Equity that any and all obligations to Equity have been met. If Equity has not been required to draw on the posted security, the one hundred dollar (\$100.00) refundable bookkeeping fee will be returned to the Engager with the posted security; otherwise it will be retained by Equity.

3. DEDUCTIONS

The dues and benefits deduction amounts or filing fees (subject to change) as outlined below, apply to either security option above.

(A) Equity Members:

Equity members will have the following deductions made from their total contractual fee and remitted to Equity on their behalf.

(i) Working Dues

Working dues deductions of two and a quarter percent (2.25%) calculated on the total contractual fee shall apply to all Equity members.

(ii) RRSP Contribution

RRSP deductions of six percent (6%) calculated on the total contractual fee shall apply to all Equity members.

(iii) Insurance

(a) An insurance premium deduction of eighteen dollars (\$18.00) per engagement week will apply to all Tier 1 engagements.

(b) An insurance premium deduction of twenty-two dollars (\$22.00) per engagement week will apply to all Tier 2 engagements.

(B) ACTRA/UBCP Members

ACTRA/UBCP members who choose not to join Equity in accordance with the Reciprocal Agreement will have the protection of the **DOT** engagement contract, but will not be entitled to participate in Equity's benefit programs such as insurance and RRSP. ACTRA/UBCP members who decline membership in Equity will have filing fees equal to those deductions applicable to Equity members as outlined above deducted from their total contractual fee.

(C) UDA Members

UDA members are entitled to work in Equity's jurisdiction up to three (3) times per year without being required to join but may join if they so wish. UDA members who do not wish to join must complete and return a Courtesy Work Permit which will be provided by Equity along with the Artist's **DOT** engagement contract. UDA members will not have deductions made for insurance, and will not have insurance coverage. However, the deductions for working dues and RRSP will apply. RRSP deductions received by Equity will be remitted to UDA by Equity.

(D) Non-Affiliated Artists

Non-affiliated Artists engaged under the terms of this Policy will have filing fees equal to those deductions applicable to Equity members as outlined above deducted from their total contractual fee. Non-affiliated Artists may not participate in Equity's benefit programs, but will be covered for Accidental Death and Dismemberment benefits while under contract.

4. PROCESSING OF REQUEST AND ISSUANCE OF ENGAGEMENT CONTRACTS

(A) Review of Request and Issuance of Engagement Contracts

Equity will review each submitted request and will contact the Engager to acknowledge receipt of the request. Submitting a complete request is important; missing information may delay the timely completion of the arrangements.

When all arrangements are satisfactory, Equity will issue a letter to the Engager granting permission for the engagement(s). This letter will summarize the arrangements and detail what steps need to be taken next for the issuance of **DOT** engagement contracts.

Once those steps are completed, Equity will issue the **DOT** engagement contracts by email, unless otherwise requested or arranged by the Engager, along with a release form to be provided to the Artist for completion at the end of the engagement and returned to Equity by the Artist.

(B) Completion of DOT Engagement Contracts

DOT engagement contracts issued by email are to be printed and completed in triplicate. It is the responsibility of the Engager to make the requisite number of copies for completion and distribution.

All blank fields are to be filled in by the Engager, signed and dated in ink by an authorized signing officer of the Engager, and then provided to the Artist for his/her signature. The Engager must ensure the full and complete DOT engagement contract has printed correctly on the page. The Artist will retain one (1) copy, and will return two (2) copies to the Engager. The Engager will immediately file one (1) copy with Equity and keep one (1) for his/her own records.

(C) Authorization to Deduct and Remit

By signing his/her DOT engagement contract, the Artist authorizes and directs the Engager to deduct any dues, initiation fees and periodic assessments from the Artist’s fee and to remit these amounts to Equity at Equity’s request.

(D) Riders

The Engager may not present to an Artist a rider (an addendum to the contract with additional or supplementary terms or conditions) to his/her DOT engagement contract prior to the rider being approved in writing by Equity. Should a rider be necessary, please submit a draft rider for approval. Equity will be happy to assist in suggesting appropriate language.

(E) Waiver of Terms

Neither the Engager nor the Artist has any right or power to waive or amend the conditions set forth in this Policy without the written consent of Equity.

5. COMPENSATION

(A) Determination of Applicable Tier

The Tier used to determine the applicable minimum fee for an Artist engaged under this Policy is based upon the seating capacity of the venue in which the production/activity will be presented, the top ticket price for the production/activity, and the number of performances in the week with the most performances as outlined in the table below:

MAXIMUM WEEKLY BOX OFFICE POTENTIAL	2016	2016-2017	2017-2018
TIER 1	\$50,000.00 or less	\$51,500.00 or less	\$53,045.00 or less
TIER 2	\$50,000.01 or more	\$51,500.01 or more	\$53,045.01 or more

(B) Calculation of Maximum Weekly Box Office Potential

The maximum weekly box office potential is calculated as follows:

[# of performances in the week with the most performances] X \$ [top advertised ticket price] X [number of seats in the venue] = \$ [maximum weekly box office potential].

If GST/HST is included in the advertised ticket price, it may be subtracted from the Box Office Potential calculations. Please provide supporting documentation in such a case.

(C) Minimum Fees

The minimum fees for each discipline (Dance, Opera or Theatre) can be found in the applicable Schedule as follows:

- Schedule A** Dance
- Schedule B** Opera
- Schedule C** Theatre

(D) Contractual Fee

All negotiated fees must meet the applicable minimum requirements of this Policy. The fee negotiated between the Engager and the Artist will be stipulated on the face of the DOT engagement contract as either a weekly or total fee. Please contact an Equity Business Representative to discuss the possibility of paying the Artist a total fee prior to negotiating a fee with the Artist.

(E) Continuous Engagement

Unless otherwise provided for or agreed to by Equity, the Artist will be engaged on a continuous weekly basis.

(F) Pro-Rating

Insurance premiums apply on a weekly basis only and may not be pro-rated for these purposes. To mitigate reduced weekly earnings, the Engager will pay the Artist a partial week payment equal to the applicable weekly insurance premium for each week that is not paid in full.

(i) Partial Weeks of Engagement at the Beginning or End of an Engagement

At the beginning of an engagement, if an Artist is engaged to provide service on Thursday or later, the Artist will be paid not less than the applicable daily fee (see Schedules) for each day worked.

In the final week of an engagement, if an Artist's engagement ends on Wednesday or sooner, the Artist will be paid not less than the applicable daily fee (see Schedules) for each day, including free days.

(ii) Part-time Rehearsals (Total Fee)

To be considered part-time, weekly rehearsal hours must be less than sixty percent (60%) of the allowable weekly hours per discipline (see the appropriate Schedule for allowable hours per week).

Equity will consider requests for part-time rehearsals or a pro-rated rehearsal period, such as two (2) weeks of rehearsal over four (4) weeks. In such cases the Engager must include a detailed rehearsal schedule with the request to engage.

(G) Director or Choreographer's Royalty

In addition to the contractual fee, a Director or Choreographer has the right to negotiate a royalty for extended use of his/her work. Any negotiated royalties must be stipulated on the Artist's **DOT** engagement contract.

(H) Additional Duties

Additional duties may include, but are not limited to, playing additional parts or undertaking additional understudy assignments, or in the case of stage management, the operation of lighting or sound boards, laundry duties, etc.

The Artist shall only provide service for additional duties that are specified in his/her **DOT** engagement contract and for which additional compensation is negotiated. Additional duty compensation shall not be less than five percent (5%) of the applicable contractual weekly fee per week. Additional duties and agreed upon compensation will be included in a rider to the Artist's **DOT** engagement contract and the additional compensation will constitute part of the Artist's total contractual fee.

In the case where the Artist is being paid a total fee, the applicable contractual weekly fee is determined by dividing the agreed upon total fee by the number of weeks of the engagement. However, in no case may the additional duties fee be based on less than the applicable minimum weekly fee.

(I) Return Transportation for Out-of-Town Artists

The Engager will provide return transportation (one round trip) to any Artist who does not reside in the Engager's point of origin. For the purposes of this Policy, an Engager's point of origin is defined as the fifty kilometre (50 km) radius from the address of the Engager's primary place of business. In the event that the primary place of business (office/home office) differs from the Engager's mailing address, please confirm the primary place of business address.

Return transportation should be booked in consultation with the Artist and at times that are agreeable to the Artist. Return transportation may be provided by air or rail, or in the case where such methods are unavailable or inappropriate due to short distances, by coach. The provision of return transportation must also include payment for reasonable ground transportation costs to and from airports/terminals, as well as in the case of air travel, payment for the cost of one checked bag (each way), where checked bag fees apply.

Should the Engager agree to an Artist driving his/her own vehicle as a method of transportation to and from the point of origin, the Engager will pay the Artist a per kilometre rate of not less than fifty four cents (\$0.54) for one round trip only.

(J) Service Taxes

Applicable service taxes (GST or HST) must be paid to an Artist who provides his/her GST/HST number to the Engager. The service tax is calculated on the negotiated contractual fee, as well as any other compensation for additional duties, overtime, and/or performances. Services taxes may not be included in the negotiated contractual fee.

(K) Vacation Pay for Stage Management

In addition to the contractual fee, the Engager will pay stage management Artists vacation pay at the rate of four percent (4%) of the contractual fee or the rate set down under provincial law in the province of the Engager's point of origin, whichever is greater.

(L) Payment for Use of Own Vehicle

Should an Artist be required to use his/her own vehicle for Engager business, the Artist will be paid a per kilometre rate of not less than fifty four cents (\$0.54). In such a case, the Artist will invoice the Engager for payment.

6. WORKING ENVIRONMENT

(A) Safe and Sanitary Places of Engagement

The Engager will ensure that all places of engagement are safe and sanitary. Equity's representatives have the right to inspect all places where an Artist is required to provide service to determine whether such places are safe and sanitary. The Safety Guidelines for the Live Performance Industry in Ontario have been adopted by Equity as the basis of acceptable health and safety standards, and copies are available from Equity. In addition, in some provinces, Workers' Compensation provisions will dictate the health and safety requirements for Artists. It is the Engager's responsibility to abide by all applicable Workers' Compensation legislation in effect in their province and to pay all premiums as required.

(B) Temperature

The Artist will not be required to participate in rehearsals or performances when the temperature in the workplace (rehearsal and performance venues) is below eighteen degrees Celsius (18°C) or above thirty-two degrees Celsius (32°C). The measured temperature at floor level one-half (1/2) hour before the commencement of rehearsals and/or performance, must be between eighteen (18°C) degrees Celsius to thirty (30°C) degrees Celsius. The rehearsal halls, theatre or venue, stage, wings of the stage, and dressing rooms will have reached the minimum temperature specified above prior to the Engager requiring the Artist to provide any service whatsoever.

It is understood that some costuming or production elements may require these parameters to be reviewed and adjusted to ensure the health and safety of the Artist. Equity's determination in this matter will prevail.

(C) Dressing Rooms/Facilities

There will be separate dressing rooms for male and female Artists.

Dressing rooms must contain suitable fixtures such as mirrors, lighting, adequate heating or cooling and sufficient space. Where such facilities do not exist in the dressing rooms, there must also be reasonable, convenient access to hot water, non-public toilet facilities, and where body makeup is used, showers with hot water.

The Engager will provide a safe and secure location for the Artist's valuables.

(D) Dance Surface

A dance surface must not pose a hazard, be slippery or dirty. The Artist will not be required to rehearse or perform on concrete or marble floors, or on any other surface that the Artist or Equity may feel is unsafe or that may be the cause of an injury to an Artist.

(E) Non-Standard Venues

Where the Engager anticipates that activities (rehearsal and/or performance) may take place in non-standard conditions (i.e., outside, ad hoc spaces, etc.), the venue conditions and environment must be discussed with Equity in advance to ensure adequate health and safety considerations are made.

7. REHEARSAL HOURS, FREE DAYS AND OVERNIGHT REST

(A) Rehearsal Hours

Allowable rehearsal hours vary by discipline. Please see the applicable Schedule for each discipline. A warm-up period provided by the Engager (e.g., ballet class, organized warm-up, etc.) is not considered to be part of regular rehearsal hours as outlined below, provided that such period is optional.

(B) Other Calls

All calls, including costume fittings, photo calls, notes sessions, technical sessions, production meetings, hair and makeup calls, etc., must take place within the allowable rehearsal hours.

(C) Overtime

Should the Artist be called for more than the hours stipulated in the applicable Schedule (standard hours) or the hours negotiated for and included in the agreed upon fee in the case of a prepayment, the Artist will invoice the Engager and be paid at the applicable overtime rate per hour or part thereof. It is understood that an Artist shall not work additional hours and incur overtime without the prior approval of the Engager.

The applicable overtime rate payable per hour or part thereof is calculated by dividing the Artist's contractual weekly fee by the number of allowable hours (depending on the applicable Schedule) in a week to arrive at his/her hourly fee, which is then multiplied by 150%.

Example: An Artist engaged for a Theatre (Schedule C) production has a contractual weekly fee of \$840.00. The Artist's allowable hours are forty-two (42) per week. \$840.00 divided by 42 hours equals an hourly rate of \$20.00. The overtime rate for this Artist is \$20.00 multiplied by 150%, or \$30.00.

(D) Free Day

The Artist must be provided with one (1) free day in each engagement week (defined as Monday to Sunday, inclusive) during which the Artist will not be required to provide any service. Free days cannot be scheduled more than nine (9) days apart.

(E) Overnight Rest

There must be a minimum of twelve (12) hours (eleven (11) hours for stage management) free from service from the end of the rehearsal or performance, whichever is later, on one day to the start of work on the next day.

8. PERFORMANCES

Performance provisions vary by discipline. Please see the applicable Schedule for each discipline. A warm-up period provided by the Engager (e.g., ballet class, organized warm-up, etc.) is not considered to be part of regular performance hours as outlined below, provided that such period is optional.

9. HALF-HOUR CALL

(A) Half-Hour Call

The Half-Hour Call is the period of time immediately prior to the beginning of a performance to be used solely for the Artist to prepare for the performance and for the purposes of putting on costumes and/or makeup. The Artist may not be called more than thirty (30) minutes prior to start of a performance, except in the cases below.

(i) Extended Half-Hour Call – Special Makeup

The term "special makeup" means makeup which is specific to the requirements of a production/activity and is more complex than conventional stage makeup and may include the application of prosthetics, bald pates, or full body makeup. Special makeup requires more time to apply than could normally be expected during the Artist's half-hour call.

Where additional time is required to apply special makeup, an Artist may be called thirty (30) minutes prior to the half-hour call. The Artist will invoice the Engager for overtime at fifty percent (50%) of the applicable overtime hourly rate for the early call (one half-hour of overtime).

(ii) Fight Rehearsal

All Artists who participate in a stage fight must be provided with a fight rehearsal immediately prior to the half-hour call, such fight rehearsal not to exceed fifteen (15) minutes. A fight rehearsal will not infringe on the required break between rehearsal and performance (see applicable Schedule). There is no overtime payment applicable for a fight rehearsal call that is fifteen (15) minutes or less. However, overtime will apply to any portion of a fight rehearsal that exceeds fifteen (15) minutes.

10. STAGE MANAGEMENT

The Engager will engage sufficient personnel to ensure the safe and efficient running of a production/activity. The Engager will discuss stage management staffing with Equity as part of the request process. Equity may determine that the engagement of an Equity Stage Manager is necessary based on the nature of a production/activity.

(A) Pre-Rehearsal Preparation (Prep) Period

The Standard pre-rehearsal prep period for Stage Managers is one (1) week. Equity will consider requests to either reduce the standard prep period in accordance with the partial week of engagement provisions found in Clause 5(F) or waive the prep period depending on the nature of the production/activity.

(B) Allowable Hours for Stage Management

The nature of a Stage Manager or Assistant Stage Manager's duties and responsibilities involves additional work before and after each rehearsal and/or performance.

(i) Maximum Hours per Engagement Week

Stage management artists may work up to fifty-one (51) hours per engagement week before incurring overtime. The allowable hours are to be used for stage management duties only, such as pre- and post-rehearsal prep, rehearsal time, production meetings, cueing/levels sessions, etc., and not for any administrative or office duties for the Engager. Prep time within these allowable hours is to be used at the sole discretion of the stage management artist. Any additional time over and above the allowable hours is payable at the applicable overtime rate.

(ii) Pro-rating

For productions or activities utilizing a pro-rated rehearsal schedule, the allowable stage management hours will also be pro-rated accordingly. In such cases, the Engager guarantees that the stage management artist receives adequate daily prep time.

(iii) Non-Standard Engagements

For non-standard engagements, the hourly fee for stage management artists for rehearsals/workshops (including prep and other time) is calculated at 1/51 of the applicable weekly fee per hour (minimum 3 hour call). The fee for a performance/presentation is the per performance/presentation fee as indicated in the applicable Schedule.

11. REQUIREMENT FOR A FIGHT DIRECTOR

A certified Fight Director will be engaged for productions/activities that involve any of the following elements:

- (i) Weapons of any sort, including, but not limited to, furniture or other props used as weapons.
- (ii) Unarmed combat, and/or martial arts.

12. PRODUCTION PHOTOGRAPHS

The Engager may call the Artist for a photocall during regular rehearsal hours to take customary production photographs for the Engager's publicity and promotional purposes (playbills, programs, posters, season brochures, newspapers, lobby displays, etc.) provided that the Engager notifies the Artist not less than twenty-four (24) hours in advance, in writing, of such a call. Production photographs may be posted on the Engager's website provided that the Engager uses its best efforts to prevent the downloading and misuse of the photographs.

Outside of cosmetic changes (airbrushing, cropping, tinting, etc.), the Artist must approve any photograph in which his/her image has been altered, or placed in a context unrelated to the original photograph. No Artist shall be required to pose nude for photographs. All Artists in the production photograph must be properly identified and credited (names of the Artists and the title and year of the production/activity).

At the request of the Artist, and with the consent of all Artists who appear in the photograph, the Engager may provide a copy of the photograph to an Artist for his/her own individual souvenir or promotional use. For the purpose of this Clause, the term "Artist" is deemed to include all Artists whose artistic contribution to the production/activity is represented in the photograph.

Any further use of production photographs is prohibited without the express written permission of Equity, and subject to any conditions (including payment to the Artist) which Equity may require for such usage.

13. RECORDINGS FOR USE IN A PRODUCTION/ACTIVITY

(A) Artist Engaged for a Production/Activity

An Artist engaged for a production/activity may agree to participate in audio and/or visual recordings solely for use in the production/activity where the text and/or Director/Choreographer's interpretation requires such recordings.

The recording may only be used during the period in which the Artist is engaged in the production and only for the production for which it has been made. Should such recording sessions take place outside of the allowable rehearsal hours, then the Artist shall invoice the Engager for overtime in accordance with Clause 7(C).

The terms and conditions are to be negotiated and attached to the Artist's contract as a rider prior to the recording.

(B) Artist Engaged Solely for Recording

An Artist engaged solely for audio and/or visual recordings to be used in a production/activity and not otherwise engaged for the production, shall be paid not less than one-sixth (1/6) of the applicable weekly fee per day for recording sessions. Recording days are to be scheduled in accordance with the allowable hours in the applicable Schedule. For the Engager's use of such a recording, the Artist shall receive a weekly royalty, to be negotiated at the time of the Artist's engagement, of no less than two-and-a-half percent (2-1/2%) of the applicable minimum weekly fee.

14. PUBLICITY, PROMOTIONAL AND ARCHIVAL RECORDINGS

The Engager may record a rehearsal or performance provided that the Engager notifies the Artist and Equity not less than twenty-four (24) hours in advance in writing that a recording will be made and the intended uses of the recording. With the same notice, the Engager may also permit a current affairs or news broadcaster to record a rehearsal or performance for the Publicity purposes below only.

Recordings or broadcasts other than those addressed in this Clause require the prior written permission of Equity and no Artist may participate in such a recording or broadcast unless written permission has been obtained. The Engager agrees to abide by such terms and conditions as Equity may require in granting permission. Permission may include the requirement for the signing of ACTRA/UDA engagement contracts.

The recording must be made at the regular rehearsal or performance venue only and must take place within the regular working hours. Where these hours are exceeded, the Artist will invoice the Engager for overtime and be paid accordingly.

With the written approval of all participants and affected rights holders, the Engager may agree to provide the same material to the Artist involved in the production/activity for his/her individual souvenir or promotional use to a maximum of five (5) minutes. For the purposes of this provision, the term "Artist" includes other artists such as designers whose artistic contribution to the production/activity is represented in the recorded material. The Artist warrants that he/she will not use the material for any other purpose.

The Engager retains the full responsibility for any misuse of the recorded material.

(A) Publicity Use

A maximum of five (5) minutes of recorded rehearsal or performance may be presented on a news, current affairs, arts, or documentary program/website during the current run of the production/activity without payment to the Artist.

Additionally, the Engager may use a maximum of five (5) minutes of recorded rehearsal or performance on their own website/social media platforms for a period not to exceed twelve (12) months following the final performance, subject to the following conditions:

- (i) the Engager will use its best efforts to ensure that the material cannot be downloaded;
- (ii) the Engager does not receive any revenue for the use of the material;
- (iii) the names of all Artists must appear on the website, or other platform; and
- (iv) the Engager warrants that it is responsible for any misuse of the material.

(B) Promotional Use

The Engager may use the recorded material for the purpose of demonstrating the nature of its work, and the work of the Artists, for promotion to potential sponsors, funders, donors and performance presenters on the following conditions:

- (i) When the Engager provides a copy of the recording to a potential sponsor, donor, funder or performance presenter, the Engager will notify the recipient that the recording is the property of the Engager, and may not be copied or broadcast (in whole or in part).
- (ii) The names of all Artists involved in the production/activity will appear legibly at the beginning of the promotional recording.
- (iii) All Artists will be given the right of first refusal in any subsequent production of the work by the Engager or by a different Engager producing the work by arrangement with the original Engager. The right of first refusal expires two (2) years after the close of the production. Alternatively, in lieu of the right of first refusal, the Engager may choose to pay the Artist a sum equal to the per performance/presentation fee specified in the Non-Standard Engagement section (B) of the applicable Schedule.

The Artist may decline the right of first refusal and, in such cases, will be paid as above.

(C) Archival

Recordings may be retained by the Engager for archival purposes and may only be viewed in private for the Engager’s reference purposes. During allowable rehearsal hours, the Engager may call an Artist for purposes of viewing a recording retained for archival purposes. The Engager will not under any circumstances give an Artist who was not involved in that production/activity a copy of a recording retained for archival purposes in order to learn the material.

15. PROGRAM AND WEBSITE NOTICE

The participation of Artists engaged under this Policy is to be recognized in the Program by the placement of an asterisk next to the Artist’s name, with the following statement beneath:

** “The participation of this Artist is (these Artists are) arranged by permission of Canadian Actors’ Equity Association under the provisions of the **Dance•Opera•Theatre Policy (DOT)**.”*

The Engager must file a copy of the program with Equity within a week of opening.

16. TOURING

Artists engaged for a production or an activity under the terms of this Policy may tour, subject to the following provisions. Touring to the U.S. must conform to the Reciprocal Agreement between Equity and AEA.

(A) Touring Details

Along with the request submitted to engage the Artist, in cases where touring is anticipated, please include a copy of the proposed itinerary, including the rehearsal and performance schedule, proposals for transportation and accommodation, daily expense allowance (per diem) calculations, and performance venue information (including top ticket price and number of seats).

(B) Accommodation

The Artist is to be provided with hotel accommodation acceptable to the Artist and at no cost to the Artist while on tour.

(C) Daily Expense Allowance (Per Diem)

(i) Full Day Outside Point of Origin in Canada

While on tour outside the point of origin in Canada, the Artist will be provided with a daily expense allowance in Canadian funds of not less than:

2016 – 2018	
Daily Expense Allowance (Per Diem)	\$58.00

(ii) Late Departure/Early Return Amounts

In cases where the Artist is not outside of the point of origin for a full day, the daily expense allowance (per diem) may be adjusted as follows:

Departure after 11:00 a.m.	\$45.75
Departure after 2:00 p.m.	\$27.75
Return before 11:00 a.m.	\$12.25
Return before 4:00 p.m.	\$30.25

(iii) Touring to the US

When touring to the United States, the minimum daily expense allowance (per diem) will be the appropriate amount as specified above, in US dollars (i.e., the full day expense allowance (per diem) is \$58.00 US).

(iv) Payment to the Artist

The daily expense allowance (per diem) is to be paid to the Artist as follows:

- (a)** For productions/activities choosing the prepayment option, the daily expense allowance (per diem) will be paid in full to the Artist as part of his/her prepayment.
- (b)** For productions/activities choosing to post standard security (bond), the daily expense allowance (per diem) will be paid to the Artist no less than seven (7) calendar days prior to departure for the tour.

(D) Travel Insurance

The Engager will pay Equity for Equity travel insurance in the amount of four dollars (\$4.00) (plus 8% PST in the province of Ontario only) per Artist, for the first thirty (30) day period (or part thereof), an additional four dollars (\$4.00) (plus 8% PST in the province of Ontario only) for the next sixty (60) day period (or part thereof) and ten cents (\$0.10) (plus 8% PST in the province of Ontario only) for each day over ninety (90) days, that the Artist is required to be on tour.

(E) Transportation Methods

The Engager will provide the Artist with all transportation for the tour at no cost to the Artist, including ground transportation to and from departure and arrival points, and will provide for the Artist to have one (1) checked bag (each way) at no cost to the Artist where checked bag fees apply. The Artist will travel by such routes as the Engager may direct. The Artist may be required to travel by commercial bus, plane, train, van, or car. Should any performance be lost through any delays in travel, the loss of the performance will not affect the Artist's contractual fee.

(F) Allowable Hours for Travel

Travel must conclude before midnight and must not begin before 8:00 a.m. (including travel to and from airports, stations, etc.).

The Engager will not arrange for travel times in excess of the following limits, without the prior written agreement of Equity.

- (i)** Two performance day: no travel, no rehearsal
- (ii)** Single performance day: five (5) hours travel only with no rehearsal, or a combination of travel and rehearsal up to the allowable hours for rehearsal on a performance day
- (iii)** Non-performance day: eight (8) hours of travel only, or a combination of travel and rehearsal up to the allowable hours for rehearsal on a rehearsal only day

(G) Computation of Travel Time

(i) Air Travel

Travel time includes travel to and from designated pick up/drop off points, to and from airport terminals, all processing and waiting time at airports, and flight duration.

(ii) Rail Travel

Travel time includes travel to and from designated pick up/drop off points, all processing and waiting time at terminals, and trip duration.

(iii) Bus, Passenger Van or Car Travel

Travel time will commence at the time the Artist is called to be at the departure point and concludes on arrival at the destination (hotel, theatre, etc.).

(H) Comfort Stops/Meal Breaks during Travel by Chartered Bus, Passenger Van, or Car

(i) Comfort Stops

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

(ii) Meal Break

For travel of more than four (4) hours, including comfort stops, there will be a one (1) hour meal break which will not be considered part of the travel time and which will commence within the fifth (5th) hour of travel. Where the total travel time will not exceed five (5) hours, the meal break may be scheduled at an earlier time with the consent of the Artist.

(I) Free Time Upon Arrival

The Artist will have no less than one-and-a-half (1-1/2) hours free from service upon arrival at the destination.

(J) Overseas Travel

(i) Requirement and Provisions

An Overseas Tour Rider must be agreed upon between the Engager and Equity for any touring outside of Canada and the Continental US. Both Equity and the Engager agree to make best efforts to complete the overseas tour rider to the Artist's **DOT** engagement contract no later than one (1) month in advance of the tour.

The overseas tour rider must be executed in triplicate, signed by the Engager (Engager must sign first) and the Artist, and must be attached to each copy of the Artist's engagement contract.

Please contact Equity for more information on Overseas Tour Riders. Upon request, we can provide you with a draft rider to assist you in the process.

(ii) Provision for Long Travel Days

Overseas travel at the start and end of a tour may be undertaken without incurring overtime payments for long travel days in excess of the limits above provided compensatory time off is mutually agreed to by Equity and the Engager.

(iii) Daily Expense Allowance (Per Diem)

The daily expense allowance (per diem) rates for the various cities on tour should be agreed to no less than one (1) month in advance. Equity uses the National Joint Council of the Public Service of Canada rates to determine the appropriate expense allowance (breakfast, lunch, dinner and incidentals) outside North America. These rates can be found in "Appendix D – Daily Meal Rates at Locations Abroad" on the website at <http://www.njc-cnm.gc.ca/directive/travel-voyage/s-td-dv-a4-eng.php> using the C-75% rate.

Equity will consider proposals for a reduction below these rates, provided that the Engager is able to demonstrate a commensurate reduction to the Artist's expenses. For example, the Engager may be able to cover the cost of incidentals such as telephone calls, laundry (either through the hotel or by providing access to laundry facilities), or other reasonable expenses which the Artist may incur. However, Equity will not agree to any requirement of the Artists to participate in group meals, nor any reduction of the daily expense allowance (per diem) amount based upon supplied meals (such as complimentary breakfast).

(iv) Other Considerations

The overseas tour rider will specify the terms and conditions for payment of fees and daily expense allowance (per diem) amount, provision of accommodations and transportation, passport and visa requirements, health insurance, performance schedules and any other arrangements specific to the tour. Other arrangements may include drinking water, non alcoholic drinks, laundry, and stopover expenses, as well as any culturally relevant information and travel advisories.

17. HARASSMENT/NEGATIVE WORK ENVIRONMENT

It is the Engager's responsibility to establish and maintain a workplace free from harassment and discrimination.

(A) Harassment or Bullying

Harassment includes, but is not limited to:

- (i) inappropriate or insulting remarks, gestures, jokes, innuendoes or taunting about a person's racial or ethnic background, colour, place of birth, citizenship, ancestry, creed, or disability;
- (ii) unwanted questions or comments about an Artist's private life; or
- (iii) posting or display of materials, articles, or graffiti, etc., which may cause humiliation, offence or embarrassment on prohibited grounds.

Bullying includes but is not limited to:

- (i) acts or verbal comments that could 'mentally' hurt or isolate a person in the workplace;
- (ii) negative physical contact;
- (iii) repeated incidents or a pattern of behaviour that is intended to intimidate, offend, degrade or humiliate a particular person or group of people; or
- (iv) the assertion of power through aggression.

(B) Sexual Harassment

Sexual Harassment is one or a series of comments or conduct of a gender-related or sexual nature that is known or ought reasonably be known to be unwelcome/unwanted, offensive, intimidating, hostile or inappropriate. Artists have the right to be free from:

- (i) sexual solicitation or advances made by a person in a position to confer, grant or deny a benefit or advancement; or
- (ii) reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made by a person in a position to grant, confer, or deny a benefit or advancement.

Sexual harassment includes but is not limited to:

- (i) unwelcome remarks, jokes, innuendoes or taunting about a person's body, attire, gender, or sexual orientation;
- (ii) unwanted touching or any unwanted or inappropriate physical contact such as touching, kissing, patting, hugging or pinching;
- (iii) unwelcome enquiries or comments about a person's sex life or sexual preference;
- (iv) leering, whistling, or other suggestive or insulting sounds;
- (v) inappropriate comments about clothing, physical characteristics or activities;
- (vi) posting or display of materials, articles, or graffiti, etc., which is sexually oriented; or
- (vii) requests or demands for sexual favours, which include, or strongly imply, promises of rewards for complying (e.g., job advancement opportunities, and/or threats of punishment for refusal such as denial of job advancement or opportunities).

(C) Negative Work Environment

All or part of the above may create a negative work environment for individuals or groups. This may have the effect of "poisoning" the work environment. It should be noted that a person does not have to be a direct target to be adversely affected by a negative environment. It includes conduct or comment that creates and maintains an offensive, hostile, or intimidating climate.

Any violation of these terms may be deemed a breach of this Policy, resulting in a penalty payment of not less than two (2) weeks' fees for each Artist affected. In addition, an incident of sufficient severity may constitute a Material Breach of the **DOT** engagement contract, giving the Artist the right to terminate his/her **DOT** engagement contract with the Engager, Equity consenting.

18. TERMINATION

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

(A) By Mutual Agreement

With Equity's prior written consent, a **DOT** engagement contract may be terminated by mutual agreement between the Engager and the Artist. The mutual agreement must be completed in writing and a copy filed with Equity.

(B) Prior to the Start of the Engagement

(i) Termination by the Artist

Prior to the start of the engagement, a **DOT** engagement contract may be terminated by the Artist giving the Engager written notice at least two (2) weeks prior to the start date specified in the **DOT** engagement contract and paying the Engager one (1) week's guaranteed fee. Should termination be due to accident or illness, no such payment will be required.

(ii) Termination by the Engager

Prior to the start of the engagement, a **DOT** engagement contract may be terminated by the Engager giving the Artist written notice, prior to the start date specified in the **DOT** engagement contract, and paying the Artist an amount equal to two (2) weeks' guaranteed fees.

A copy of all written notices, either from the Artist or the Engager, must be filed with Equity immediately.

(C) During the Engagement Period

Other than by mutual agreement, during the engagement period either party may terminate the **DOT** engagement contract by giving two (2) weeks' notice in writing to the other; such termination to be effective at the end of two (2) weeks after the notice is given. When the Artist has been absent for seven (7) consecutive days by reason of illness or accident, the Engager may terminate the Artist's **DOT** engagement contract at the end of the seven (7) days effective immediately. This seven (7) day period must be compensated at the contractual weekly fee. A copy of the written notice of termination must be filed with Equity immediately.

19. MATERIAL BREACH

Non-payment or partial payment of contractual fees, overtime/additional duty amounts, daily expense allowance (per diem) amounts, service tax, dues and benefits remittances to Equity, and/or return transportation costs of the Artist, etc., when due, shall be deemed a material breach of the **DOT** engagement contract giving any Artist the right to terminate forthwith the Artist's **DOT** engagement contract with the Engager, Equity consenting.

20. BREACHES

(A) Breaches by the Engager

A breach by the Engager of the terms and conditions of this Policy, or the **DOT** engagement contract, may result in a penalty payment of not less than two (2) weeks' fees for each Artist under contract, and will impact the Engager's ability to engage Equity members in future.

(B) Breaches by the Artist

A breach by an Artist of the terms and conditions of this Policy, or the **DOT** engagement contract, may result in disciplinary action being taken by Equity, as provided for in Equity's Constitution and Bylaws.

21. ARBITRATION

Any dispute, claim or breach which cannot be resolved by the Engager and Equity shall be referred to arbitration for settlement. The arbitration process will be determined by Equity. Arbitration shall take place in the province of Ontario.

22. RECOGNITION OF CANADIAN ACTORS' EQUITY ASSOCIATION

Equity is the exclusive bargaining agent for the Artist. The granting of permission for the engagement of an Artist is on an individual basis only. It is necessary for the Engager to make application to Equity each time the Engager wishes to engage an Artist.

23. APPRENTICE CREDITS

The Engager may not offer or advertise Equity Apprentice credits. However, upon request by the Apprentice and payment of the appropriate fee, Equity may extend Apprentice credits retroactively for participation in a production/activity under the terms of this Policy, where an Apprentice is already registered with Equity and has received his/her first credit under one of Equity's professional agreements.

To apply for a credit, an Equity Apprentice should write directly to either Equity office and an Equity Business Representative will determine whether a credit can be granted.

24. TERM OF POLICY

This Policy becomes effective on January 4, 2016 and remains in effect until September 2, 2018. Equity reserves the right to modify or terminate this Policy at any time at its sole discretion.

SCHEDULE A – DANCE

APPLICABLE FEES:

The minimum fee periods are as follows: for 2016, from January 4 to September 4, 2016; for 2016-2017, from September 5, 2016 to September 3, 2017; for 2017-2018, from September 4, 2017 to September 2, 2018.

(A) Standard Production Engagements

For standard productions, the minimum fee guarantee for a Performer or Stage Manager is two (2) weeks and for a Director or Choreographer is one (1) week. Fight Directors may be engaged on an hourly basis.

MINIMUM WEEKLY FEES	2016	2016-2017	2017-2018
Performer Tier 1	\$716.00	\$737.00	\$759.00
Performer Tier 2	\$938.00	\$966.00	\$995.00
Stage Manager Tier 1	\$955.00	\$984.00	\$1,014.00
Stage Manager Tier 2	\$1,251.00	\$1,289.00	\$1,328.00
ASM Tier 1	\$690.00	\$711.00	\$732.00
ASM Tier 2	\$904.00	\$931.00	\$959.00
Choreographer Tier 1	\$1,036.00	\$1,067.00	\$1,099.00
Choreographer Tier 2	\$1,357.00	\$1,398.00	\$1,440.00
Director Tier 1	\$1,036.00	\$1,067.00	\$1,099.00
Director Tier 2	\$1,357.00	\$1,398.00	\$1,440.00

MINIMUM HOURLY FEES	2016	2016-2017	2017-2018
Fight Director Tier 1	\$65.00	\$67.00	\$69.00
Fight Director Tier 2	\$85.00	\$88.00	\$91.00

For the engagement of Fight Directors contracted on an hourly basis, for weeks of less than thirty (30) hours per week, partial week payments to the Artist equal to the applicable weekly insurance premium for each week will apply (see Clause 3(A)(iii)).

(B) Non-Standard Engagements

For development activities, concert, showcase or festival presentations or other non-standard or casual activities, hourly or per performance/presentation fees may apply. Engagements contracted under this provision will incur partial week payments to the Artist equal to the applicable weekly insurance premium for each week that is not paid in full. Fight Directors may be engaged at the hourly fees above, plus partial week payments, if applicable (see Clause 3(A)(iii)).

MINIMUM FEES 2016-2018	
Fee for rehearsal/workshop activity (minimum 3 hour call)	1/30 of the applicable weekly fee per hour (maximum 30 hours, after which overtime applies)
Fee for performance/presentation (maximum 3 hour call)	1/5 of the applicable weekly fee per performance/presentation

(C) Outreach

Equity continues to conduct outreach to the dance community with regard to the contracting of Artists for dance activities that have not typically or historically been provided for under one of Equity's policies or agreements.

If you have feedback in this area, or if you are producing or participating in such an activity and the provisions of this Policy do not suit the work, please contact Equity so that we can work with you to facilitate the engagement of the Artists.

REHEARSALS AND PERFORMANCES:

(A) Rehearsal Hours Prior to First Public Performance

(i) Standard Rehearsal Hours

The standard rehearsal hours prior to the first public performance are six (6) out of seven (7) consecutive hours per day to a maximum of thirty (30) hours per engagement week.

(ii) Four-Hour Calls

Alternatively, on rehearsal days, the Engager may call the Artist for a single, continuous call of not more than four (4) hours. This day will count as a six (6) out of seven (7) hour day for the purposes of calculating the hours in the week. It is understood that the meal break provision below shall not apply in this instance.

(B) Meal Breaks and Rest Periods

(i) Meal Breaks

There is to be a meal break of one (1) hour after a maximum of three (3) consecutive hours of rehearsal. There will at all times be a meal break of at least one and a half (1-1/2) hours prior to the half-hour call for a performance.

(ii) Rest Periods

There will be a five (5) minute rest period for each hour of rehearsal or a minimum fifteen (15) minute rest period after a maximum of two (2) hours of rehearsal. For a four (4) hour rehearsal day as provided for in (A) above, there must be a minimum twenty (20) minute rest period after no more than two (2) hours of rehearsal. These rest periods are in addition to the meal break and are included in the allowable hours.

(C) Extended Days/Tech Week

During "tech week" the Artist may be called to rehearse six (6) out of twelve (12) consecutive hours in no more than two (2) calls per day on two (2) occasions only, provided that the Artist receives a meal break of not less than one and a half (1-1/2) hours within the twelve (12) hour span. The meal break must occur after no more than four (4) hours of rehearsal. These two (2) days must involve on-stage, technical or dress rehearsals.

(D) Rehearsal After First Public Performance

(i) Non-Performance Day

On a non-performance day, the Artist may be called to rehearse six (6) out of seven (7) consecutive hours per day.

(ii) Performance Day

On a single performance day, an Artist may be called to rehearse for one (1) continuous call of up to three (3) hours on the following conditions:

(a) the rehearsal call may not begin before 11:00 a.m.; and

(b) there must be at least one and a half (1-1/2) hours free between rehearsal and the half-hour call.

No Artist may be called to rehearse on a day with more than one (1) performance, or after an evening performance.

(E) Performances

There may not be more than seven (7) performances in a week, and there may not be more than two (2) performances in a single day, or more than five (5) performances in a three (3) consecutive day period.

Unless otherwise provided for, the Artist may not be called for a performance prior to the half-hour call, and the Artist may not be required to remain at the theatre or performance venue after the final curtain. Participation in after-performance "talkbacks" or Q&A sessions is voluntary and at the discretion of the Artist.

SCHEDULE B - OPERA

APPLICABLE FEES:

The minimum fee periods are as follows: for 2016, from January 4 to September 4, 2016; for 2016-2017, from September 5, 2016 to September 3, 2017; for 2017-2018, from September 4, 2017 to September 2, 2018.

(A) Standard Production Engagements

For standard productions, the minimum fee guarantee for a Performer or Stage Manager is two (2) weeks and for a Director or Choreographer is one (1) week. Fight Directors may be engaged on an hourly basis.

MINIMUM WEEKLY FEES	2016	2016-2017	2017-2018
Performer Tier 1	\$773.00	\$796.00	\$820.00
Performer Tier 2	\$1,013.00	\$1,043.00	\$1,074.00
Stage Manager Tier 1	\$1,013.00	\$1,043.00	\$1,074.00
Stage Manager Tier 2	\$1,327.00	\$1,367.00	\$1,408.00
ASM Tier 1	\$745.00	\$767.00	\$790.00
ASM Tier 2	\$977.00	\$1,006.00	\$1,036.00
Director Tier 1	\$1,236.00	\$1,273.00	\$1,311.00
Director Tier 2	\$1,619.00	\$1,668.00	\$1,718.00
Choreographer Tier 1	\$1,121.00	\$1,155.00	\$1,190.00
Choreographer Tier 2	\$1,469.00	\$1,513.00	\$1,558.00

MINIMUM HOURLY FEES	2016	2016-2017	2017-2018
Fight Director Tier 1	\$65.00	\$67.00	\$69.00
Fight Director Tier 2	\$85.00	\$88.00	\$91.00

For the engagement of Fight Directors contracted on an hourly basis, for weeks of less than thirty (30) hours per week, partial week payments to the Artist equal to the applicable weekly insurance premium for each week will apply (see Clause 3(A)(iii)).

(B) Non-Standard Engagements

For development activities, concert, showcase or festival presentations or other non-standard or casual activities, hourly or per performance/presentation fees may apply. Engagements contracted under this provision will incur partial week payments to the Artist equal to the applicable weekly insurance premium for each week that is not paid in full. Fight Directors may be engaged at the hourly fees above, plus partial week payments, if applicable (see Clause 3(A)(iii)).

MINIMUM FEES 2016-2018	
Fee for rehearsal/workshop activity (minimum 3 hour call)	1/30 of the applicable weekly fee per hour (maximum 30 hours, after which overtime applies)
Fee for performance/presentation (maximum 3 hour call)	1/5 of the applicable weekly fee per performance/presentation

REHEARSALS AND PERFORMANCES:

(A) Rehearsal Hours Prior to First Public Performance

(i) Standard Rehearsal Hours

The standard rehearsal hours prior to the first public performance are six (6) out of seven (7) consecutive hours per day to a maximum of thirty (30) hours per engagement week.

(ii) Four-Hour Calls

Alternatively on rehearsal days, the Engager may call the Artist for a single, continuous call of not more than four (4) hours. This day will count as a six (6) out of seven (7) hour day for the purposes of calculating the hours in the week. It is understood that the meal break provision below shall not apply in this instance.

(B) Meal Breaks and Rest Periods

(i) Meal Breaks

There is to be a meal break of one (1) hour after a maximum of three (3) consecutive hours of rehearsal. There will at all times be a meal break of at least one and a half (1-1/2) hours prior to the half-hour call for a performance.

(ii) Rest Periods

There will be a five (5) minute rest period for each hour of rehearsal or a minimum fifteen (15) minute rest period after a maximum of two (2) hours of rehearsal. For a four (4) hour rehearsal day as provided for in (A) above, there must be a minimum twenty (20) minute rest period after no more than two (2) hours of rehearsal. These rest periods are in addition to the meal break and are included in the allowable hours.

(C) Extended Days/Tech Week

During "tech week" the Artist may be called to rehearse six (6) out of twelve (12) consecutive hours in no more than two (2) calls per day on two (2) occasions only, provided that the Artist receives a meal break of not less than one and a half (1-1/2) hours within the twelve (12) hour span. The meal break must occur after no more than four (4) hours of rehearsal.

These two (2) days must involve on-stage, technical or dress rehearsals.

(D) Rehearsal After First Public Performance

Rehearsal hours after first public performance are limited to six (6) hours weekly in two (2) calls not to exceed three (3) hours each.

(i) Rehearsal on a Performance Day

On a single performance day, an Artist may be called to rehearse for one (1) continuous call of up to three (3) hours on the following conditions:

(a) the rehearsal call may not begin before 11:00 a.m.; and

(b) there must be at least one and a half (1-1/2) hours free between rehearsal and the half-hour call.

No Artist may be called to rehearse on a day with more than one (1) performance.

(E) Performances

There may not be more than seven (7) performances in a week, and there may not be more than two (2) performances in a single day, or more than five (5) performances in a three (3) consecutive day period.

Unless otherwise provided for, the Artist may not be called for a performance prior to the half-hour call, and the Artist may not be required to remain at the theatre or performance venue after the final curtain. Participation in after-performance "talkbacks" or Q&A sessions is voluntary and at the discretion of the Artist.

SCHEDULE C – THEATRE

APPLICABLE FEES:

The minimum fee periods are as follows: for 2016, from January 4 to September 4, 2016; for 2016-2017, from September 5, 2016 to September 3, 2017; for 2017-2018, from September 4, 2017 to September 2, 2018.

(A) Standard Production Engagements

For standard productions, the minimum fee guarantee for a Performer or Stage Manager is two (2) weeks and for a Director or Choreographer is one (1) week. Fight Directors may be engaged on an hourly basis.

MINIMUM WEEKLY FEES	2016	2016-2017	2017-2018
Performer Tier 1	\$695.00	\$716.00	\$737.00
Performer Tier 2	\$911.00	\$938.00	\$966.00
Stage Manager Tier 1	\$911.00	\$938.00	\$966.00
Stage Manager Tier 2	\$1,183.00	\$1,218.00	\$1,255.00
ASM Tier 1	\$670.00	\$690.00	\$711.00
ASM Tier 2	\$878.00	\$904.00	\$931.00
Director Tier 1	\$1,206.00	\$1,242.00	\$1,279.00
Director Tier 2	\$1,559.00	\$1,606.00	\$1,654.00
Choreographer Tier 1	\$988.00	\$1,017.00	\$1,048.00
Choreographer Tier 2	\$1,281.00	\$1,319.00	\$1,359.00

MINIMUM HOURLY FEES	2016	2016-2017	2017-2018
Fight Director Tier 1	\$65.00	\$67.00	\$69.00
Fight Director Tier 2	\$85.00	\$88.00	\$91.00

For the engagement of Fight Directors contracted on an hourly basis, for weeks of less than forty-two (42) hours per week, partial week payments to the Artist equal to the applicable weekly insurance premium for each week will apply (see Clause 3(A)(iii)).

(B) Non-Standard Engagements

For development activities, concert, showcase or festival presentations or other non-standard or casual activities, hourly or per performance/presentation fees may apply. Engagements contracted under this provision will incur partial week payments to the Artist equal to the applicable weekly insurance premium for each week that is not paid in full. Fight Directors may be engaged at the hourly fees above, plus partial week payments, if applicable (see Clause 3(A)(iii)).

MINIMUM FEES 2016-2018	
Fee for rehearsal/workshop activity (minimum 3 hour call)	1/42 of the applicable weekly fee per hour (maximum 42 hours, after which overtime applies)
Fee for performance/presentation (maximum 3 hour call)	1/6 of the applicable weekly fee per performance/presentation

REHEARSALS AND PERFORMANCES:

(A) Rehearsal Hours Prior to First Public Performance

(i) Standard Rehearsal Hours

The standard rehearsal hours prior to the first public performance are seven (7) out of eight (8) consecutive hours per day to a maximum of forty-two (42) hours per engagement week.

(ii) Five-Hour Calls

Alternatively, on rehearsal days, the Engager may call the Artist for a single, continuous call of not more than five (5) hours. This day will count as a seven (7) out of eight (8) hour day for the purposes of calculating the hours in the week. It is understood that the meal break provision below shall not apply in this instance.

(B) Meal Breaks and Rest Periods

(i) Meal Breaks

There is to be a meal break of one (1) hour after a maximum of four (4) consecutive hours of rehearsal. There will at all times be a meal break of at least one and a half (1-1/2) hours prior to the half-hour call for a performance.

(ii) Rest Periods

There will be a five (5) minute rest period for each hour of rehearsal or a minimum fifteen (15) minute rest period after a maximum of two (2) hours of rehearsal. For a five (5) hour rehearsal day as provided for in (A) above, there must be a minimum twenty-five (25) minute rest period after no more than three (3) hours of rehearsal. These rest periods are in addition to the meal break and are included in the allowable hours.

(C) Extended Days/Tech Week

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

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

These two (2) days must involve on-stage, technical or dress rehearsals.

(D) Rehearsal After First Public Performance

Rehearsal hours after first public performance are limited to eight (8) hours weekly in two (2) calls not to exceed four (4) hours each.

(i) Rehearsal on a Performance Day

On a single performance day, an Artist may be called to rehearse for one (1) continuous call of up to four (4) hours on the following conditions:

(a) the rehearsal call may not begin before 11:00 a.m.; and

(b) there must be at least one and a half (1-1/2) hours free between rehearsal and the half-hour call.

No Artist may be called to rehearse on a day with more than one (1) performance.

(E) Performances

There may not be more than eight (8) performances in a week, and there may not be more than two (2) performances in a single day, or more than five (5) performances in a three (3) consecutive day period.

Unless otherwise provided for, the Artist may not be called for a performance prior to the half-hour call, and the Artist may not be required to remain at the theatre or performance venue after the final curtain. Participation in after-performance "talkbacks" or Q&A sessions is voluntary and at the discretion of the Artist.

CANADIAN ACTORS' EQUITY ASSOCIATION

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