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# GUEST ARTIST POLICY

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September 8, 2014

Terminates September 6, 2015

CANADIAN  
ACTORS'  
EQUITY  
ASSOCIATION

## 15. PROGRAMME AND WEBSITE NOTICE

Please note that the following must appear in all programs and on the Engager's website (if applicable): "(Artist) appears with the permission of Canadian Actors' Equity Association."

## 16. APPRENTICE CREDITS

The Engager is not in a position to offer or advertise Equity Apprentice credits. Upon request by the Apprentice and payment of the appropriate fee, Equity may extend apprentice credits for participation under a Guest Artist contract, where an Apprentice is already registered with Equity and has received their first credit under either the Canadian Theatre Agreement (CTA) or Independent Theatre Agreement (ITA), and:

### (A) For an Apprentice Actor:

- (i) fifty percent (50%) plus one (1) of the participants are Equity members and two-thirds (2/3) of the performers are Equity members (not including the Apprentices); or
- (ii) the Stage Manager and Director are Equity members

### (B) For an Apprentice Stage Manager:

- (i) fifty percent (50%) plus one (1) of the participants are Equity members and two-thirds (2/3) of the performers are Equity members (not including the apprentices); and
- (ii) the Stage Manager and Director are Equity members

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.

## 17. MATERIAL BREACH

Non-payment or partial payment of fees, including payment for additional services, service tax, dues and benefits remittances to Equity, and transportation costs of the Artist to the point of origin and return, when due, shall be deemed a material breach of the contract giving any Artist the right to terminate forthwith the Artist's contract with the Engager, Equity consenting.

## 18. BREACHES

A breach of these terms and conditions by the Engager shall result in a penalty of not less than two (2) weeks' fees for each member under contract.

## 19. ARBITRATION

Any controversy, claim or breach shall be settled by arbitration, in accordance with the applicable Equity arbitration rules as designated by Equity.

## 20. HARASSMENT

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

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,
- (iii) posting or display of materials, articles, or graffiti, etc. which may cause humiliation, offence or embarrassment on prohibited grounds.

### Sexual Harassment:

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 advance made by a person in a position to confer, grant or deny a benefit or advancement,
- (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,
- (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 (e.g., denial of job advancement or opportunities).

**Negative Environment:**

All or part of the above grounds may create a negative 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 of not less than two (2) weeks' fees for each member affected. In addition, an incident of sufficient severity may constitute a Material Breach of the contract, giving the Artist the right to terminate forthwith their contract with the Engager, Equity consenting.

## 21. OTHER ACTIVITIES

For activities not covered by this policy, the Engager should contact an Equity Business Representative to determine whether such activities may be accommodated under Equity's other policies and agreements.

## 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 Equity member is on an individual basis only. It is necessary for the Engager to make application to Equity each time the Engager wishes to engage a member of the Association.

## 23. TERM OF POLICY

This Guest Artist Policy becomes effective on September 8, 2014, and may be modified or terminated at the sole discretion of Equity.

The minimum fees and other monetary terms of this Policy beyond the current period are forecast based upon present indicators and reflect Equity's current intentions for future increases. These amounts are therefore subject to change on an annual basis.

Equity will confirm any changes to the Policy, including the applicable minimum fees, ninety (90) days prior to the commencement of the fee period for each year. Please check with a Business Representative to confirm the applicable minimum fees contemplated for the production period.